



APRIL 9, 2014

CITY COUNCIL CHAMBERS

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

201 N. Broadway, Escondido, CA 92025

MAYOR

Sam Abed

DEPUTY MAYOR

Olga Diaz

COUNCIL MEMBERS

Ed Gallo

John Masson

Michael Morasco

CITY MANAGER

Clay Phillips

CITY CLERK

Diane Halverson

CITY ATTORNEY

Jeffrey Epp

DIRECTOR OF COMMUNITY DEVELOPMENT

Barbara Redlitz

DIRECTOR OF PUBLIC WORKS

Ed Domingue

ELECTRONIC MEDIA:

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

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

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

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



Council Meeting Agenda

**April 9, 2014
3:30 P.M. Meeting**

Escondido City Council

CALL TO ORDER

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

ORAL COMMUNICATIONS

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

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

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

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

Case Name: Włodarczyk/Nowak, et al. V. City of Escondido, et al.
Case No: 37-2012-00057561-CU-PO-NC

ADJOURNMENT



Council Meeting Agenda

**April 9, 2014
4:30 P.M. Meeting**

Escondido City Council

CALL TO ORDER

MOMENT OF REFLECTION:

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

FLAG SALUTE

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

PROCLAMATIONS: National Library Week, April 13 - 19
Prescription Take Back Day

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 March 19, 2014; B) Regular Meeting of March 26, 2014**

4. **FIGTREE AND HERO PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAMS -**

Request Council approve Associate Membership in the California Enterprise Development Authority for the purpose of providing property owners access to the California Figtree PACE Program; and authorize inclusion of properties within the incorporated areas of Escondido in the San Diego County PACE Program; and approve Associate Membership in the Western Riverside Council of Governments Joint Power Authority (WRCOG) for the purpose of providing property owners access to the California HERO PACE Program.

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

A) RESOLUTION NO. 2014-46 B) RESOLUTION NO. 2014-47 C) RESOLUTION NO. 2014-48

5. **PAVEMENT REHABILITATION PROJECT CHANGE ORDER -**

Request Council approve a change order to the purchase order with George Weir Asphalt Construction in the amount of \$210,000.

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

6. **THIRD AMENDMENT TO THE BANKING SERVICES AGREEMENT WITH BANK OF AMERICA TO CONTINUE BANKING SERVICES FOR ONE YEAR, THROUGH JULY 31, 2015 -**

Request Council authorize the Director of Administrative Services (Finance Director) and the City Clerk to execute a third amendment for a one year extension of the Banking Services Agreement with Bank of America, through July 31, 2015.

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

RESOLUTION NO. 2014-36

7. **AWARD BID FOR ANTI-GRAFFITI COATING AND PRIMER -**

Request Council reject Sherwin Williams' bid in the amount of \$20,520, Frazee Paint's bid in the amount of \$43,380.36 and Dunn-Edwards' bid in the amount of \$48,969.36 as non-responsive; and determine the bid submitted by SOTAAII, LLC to be the most responsive and responsible bid in the amount of \$125,685 which includes California sales tax. The coating and primer will be used in high graffiti incident public facilities such as right-of-way walls, park restrooms, signs and poles.

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

RESOLUTION NO. 2014-40

8. **AWARD BID FOR THE FLEET REPLACEMENT AND PURCHASE OF ELEVEN TRUCKS/VANS -**

Request Council approve bid award to North County Ford for the fleet replacement and purchase of eleven 2014 and 2015 trucks/vans in the amount of \$315,756.90 which includes sales tax, documentation and California State Tire Recycling fees.

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

RESOLUTION NO. 2014-41

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.)

9. [LAKE WOHLFORD ROAD ANNEXATION \(PHG 14-0001 / PHG 14-0002\) -](#)

Approved on April 2, 2014 with a vote of 5/0.

ORDINANCE NO. 2014-08 (Second Reading and Adoption)

PUBLIC HEARINGS

10. [FISCAL YEAR 2014-2015 ONE-YEAR ACTION PLAN FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT \(CDBG\) AND HOME INVESTMENT PARTNERSHIP \(HOME\) FUNDS -](#)

Request Council solicit and consider citizen input on the FY 2014-2015 Action Plan for use of CDBG and HOME funds; approve the HOME and CDBG budgets and authorize the Director of Community Development, Director of Public Works and City Clerk to execute contracts as appropriate; and approve the submittal of the FY 2014-2015 Action Plan to the U.S. Department of Housing and Urban Development (HUD).

Staff Recommendation: **Approval (Public Works Department: Ed Domingue / Community Development Department: Barbara Redlitz)**

RESOLUTION NO. 2014-39

11. [TENTATIVE SUBDIVISION MAP AND CONDOMINIUM PERMIT FOR THE DEVELOPMENT OF ELEVEN AFFORDABLE CONDOMINIUM UNITS IN THE R-3-18 ZONE, LOCATED ON THE WESTERN SIDE OF ELM STREET, BETWEEN WASHINGTON AVENUE AND ESCONDIDO CREEK, ADDRESSED AS 537 NORTH ELM STREET \(SUB 12-0014\) -](#)

Request Council approve the Tentative Subdivision Map and Condominium Permit and certify the environmental determination.

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

RESOLUTION NO. 2014-32

12. [CHARTER CITY PROPOSAL -](#)

Request Council hold a public hearing on the proposed city charter for the City of Escondido and listen to public comments and suggestions and provide direction on any changes to the proposed city charter.

Staff Recommendation: **Provide Direction to Staff (City Attorney's Office: Jennifer K. McCain)**

FUTURE AGENDA

13. [FUTURE AGENDA -](#)

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

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

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

CITY MANAGER'S UPDATE/BRIEFING

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

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

ORAL COMMUNICATIONS

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ADJOURNMENT

UPCOMING MEETING SCHEDULE

Date	Day	Time	Meeting Type	Location
April 16	-	-	No Meeting	-
April 23	Wednesday	3:30 & 4:30 p.m.	Council Meeting	Council Chambers
April 30	-	-	No Meeting	-
May 7	Wednesday	3:30 & 4:30 p.m.	Council 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 839-4641. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

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

CITY OF ESCONDIDO
March 19, 2014
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, March 19, 2014 in the Council Chambers at City Hall with Mayor Abed presiding.

ATTENDANCE

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

ORAL COMMUNICATIONS

Patsy Dixon, Escondido, expressed concern for her family.

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

MOTION: Moved by Councilmember Masson and seconded by Councilmember Diaz to recess to Closed Session. Attorney Jeffrey Epp indicated that item I a, b, and c would not be discussed. Motion carried unanimously.

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

- | | | |
|----|-------------------------------|---|
| a. | Agency Negotiator: | Sheryl Bennett, Clay Phillips |
| | Employee Organization: | Non-Sworn Police Bargaining Unit |
| b. | Agency Negotiator: | Sheryl Bennett, Clay Phillips |
| | Employee Organization: | Escondido City Employee Association: Supervisory Bargaining Unit |
| c. | Agency Negotiator: | Sheryl Bennett, Clay Phillips |
| | Employee Organization: | Escondido City Employee Association:
Administrative/Clerical/Engineering Bargaining Unit |

Item I. a, b and c were not discussed.

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

Case Name: Escondido City Employees Association v. City of Escondido
Case No: LA-CE-618-M

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

- a. **Property:** 418 E. Second Ave.
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: Grand Dentistry
Under Negotiation: Price and Terms of Agreement
- b. **Property:** 2005 Harmony Grove Road; 1925 Harmony Grove Road
City Negotiator: Debra Lundy, Real Property Manager
Negotiating Parties: Harmony Grove Property Company, LLC; Berghuis Freerk Family Trust (08-08-02)
Under Negotiation: Price and Terms of Agreement

Mayor Abed and Councilmember Masson abstained from participation and left the room for discussion of item III.b.

ADJOURNMENT

Mayor Abed adjourned the meeting at 4:13 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
March 19, 2014
4:30 P.M. Meeting Minutes

Escondido City Council
and as Successor Agency to the CDC

CALL TO ORDER

The Regular Meeting of the Escondido City Council and Successor Agency to the CDC was called to order on Wednesday, March 19, 2014 at 4:30 p.m. in the Council Chambers at City Hall with Mayor Abed presiding.

MOMENT OF REFLECTION

FLAG SALUTE

Mayor Abed led the flag salute.

ATTENDANCE

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

Also present were: Clay Phillips, City Manager; Jeffrey Epp, City Attorney; Barbara Redlitz, Community Development Director; Ed Domingue, Public Works Director; Diane Halverson, City Clerk; and Liane Uhl, Minutes Clerk.

PRESENTATIONS

Mayor Abed introduced Linda Zweig, Media Relations and Public Information Officer for the Del Mar Fairgrounds, who gave a presentation on the San Diego County Fair.

ORAL COMMUNICATIONS

Tom Cowan, Escondido, stated a meeting to locate a BMX track in the City, other than Kit Carson Park, would be held at Kettle Coffee on March 22, 2014 at 10:00 a.m.

Pat Mues, Escondido, requested that Council meeting videos be available for viewing longer than two years on the City's web site.

Grant Taylor, Escondido, suggested that the Kit Carson Park Master Plan be updated and that the organization "Friends of Kit Carson Park" be consulted whenever a project is proposed for the park.

Nancy Burian, Escondido, expressed concern with nighttime violence in the City and that motorists are talking on cell phones while driving.

Ruth Weber, Escondido, indicated that a majority of residents were opposed to for-profit entities building commercial properties in Kit Carson Park.

CONSENT CALENDAR

Councilmember Masson removed items 6 and 9 and Councilmember Gallo removed item 12 from the Consent Calendar for discussion. Councilmember Diaz abstained from item 13.

MOTION: Moved by Councilmember Masson and seconded by Councilmember Morasco that the following Consent Calendar items be approved with the exception of items 6, 9 and 12. 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: A) Regular Meeting of February 12, 2014; B) Special Meeting of February 26, 2014; C) Special Meeting of March 5, 2014**

4. **NOTICE OF COMPLETION FOR ENCINO/EL DORADO STORM DRAIN REPLACEMENT PROJECT** - Request Council approve and accept the public improvements and authorize staff to file a Notice of Completion for the Encino/El Dorado Storm Drain Replacement Project. (File No. 0600-10 [A-3099])

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

5. **LAND ACQUISITION APN 225-270-54 AND 2512 E. WASHINGTON AVENUE FOR THE RECYCLED WATER EASTERLY MAIN EXTENSION PROJECT AND BUDGET ADJUSTMENT**
Request Council authorize the Real Property Manager and City Clerk to execute documents necessary for the purchase of two properties required for the Recycled Water Easterly Main Extension Project: APN 225-270-54 and 2512 E. Washington Avenue; and approve a Budget Adjustment to increase the Park Development Fund related to the disposition of real property (\$1.06 million). (File No. 0690-10)

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

RESOLUTION NO. 2014-33

6. **AMENDMENT TO ENCROACHMENT REGULATIONS** - Request Council amend Article 1, Chapter 23 of the Escondido Municipal Code to provide for an Annual Encroachment Permit. (File No. 0680-50)

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

ORDINANCE NO. 2014-07 (Introduction and First Reading)

Councilmember Masson praised staff for working with SDG&E to streamline the permit process.

MOTION: Moved by Councilmember Masson and seconded by Councilmember Diaz to amend Article 1, Chapter 23 of the Escondido Municipal Code to provide for an Annual Encroachment Permit and introduce Ordinance No. 2014-07. Motion carried unanimously.

7. **CITY OF ESCONDIDO LANDSCAPE MAINTENANCE DISTRICT - PRELIMINARY ENGINEER'S REPORT FOR ZONES 1 THROUGH 37 FOR FISCAL YEAR 2014/2015** - Request Council initiate the proceedings for the annual levy of assessments for the City of Escondido Landscape Maintenance Assessment District (LMD) for Zones 1 through 37 for the 2014/2015 FY; approve the preliminary Engineer's report for LMD Zones 1 through 37; and set a public hearing date of May 7, 2014, for LMD Zones 1 through 37. (File No. 0685-10)

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

A) RESOLUTION NO. 2014-03; B) RESOLUTION NO. 2014-04

8. **FINAL ASSESSMENT ENGINEER'S REPORT FOR ZONE 38 OF THE CITY OF ESCONDIDO LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2014/2015** - Request Council approve the assessment ballot tabulation for Zone 38 of the City of Escondido LMD; approve the Assessment Engineer's Report; and approve the annual levy and collection of assessments in Zone 38 of the LMD for FY 2014/2015. (File No. 0685-10)

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

RESOLUTION NO. 2014-02

9. **NOTICE OF COMPLETION FOR THE DIGESTER CLEANING 2013 PROJECT** - Request Council approve the filing of a Notice of Completion for the Digester Cleaning 2013 Project. (File No. 0600-10 [A-3081])

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

RESOLUTION NO. 2014-31

Councilmember Masson congratulated staff on the completion of the project on budget.

MOTION: Moved by Councilmember Masson and seconded by Councilmember Morasco to approve the filing of a Notice of Completion for the Digester Cleaning 2013 Project and adopt Resolution No. 2014-31. Motion carried unanimously.

10. **TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED DECEMBER 31, 2013** - Request Council receive and file the Quarterly Investment Report. (File No. 0490-55)

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

11. **OVERSIGHT BOARD VACANCY** - Request Council approve the Mayoral appointments to the Oversight Board. (File No. 0120-10)

Staff Recommendation: **Approval (City Attorney's Office: Jeffrey Epp)**

12. **CONSULTING AGREEMENT FOR GRAPE DAY PARK MASTER PLAN AND GRAPE DAY PARK PLAY EQUIPMENT DESIGN** - Request Council authorize the Mayor and the City Clerk to execute the Consulting Agreement with RHA Landscape Architects Planners, Inc. in the amount of \$100,000 to complete the Grape Day Park Master Plan and the Grape Day Park Play Equipment Design and Construction project. (File No. 0600-10 [A-3113])

Staff Recommendation: **Approval (Library and Community Services: Loretta McKinney)**

RESOLUTION NO. 2014-34

Councilmember Gallo asked if a conceptual plan was being used.

Loretta McKinney, Community Services Director, indicated that this was a new plan.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Masson to authorize the Mayor and the City Clerk to execute the Consulting Agreement with RHA Landscape Architects Planners, Inc. in the amount of \$100,000 to complete the Grape Day Park Master Plan and the Grape Day Park Play Equipment Design and Construction project and adopt Resolution No. 2014-34. Motion carried unanimously.

- 13. AUTHORIZATION TO APPLY FOR ESCONDIDO CHARITABLE FOUNDATION GRANT -** Request Council authorize a grant application to the Escondido Charitable Foundation for a \$30,000 Science, Technology, Engineering and Mathematics (STEM) Grant for capital costs related to implementing an expanded STEM curriculum at the On-Track After School program. (File No. 0480-70)

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

Councilmember Diaz abstained from item 13.

- 14. FISCAL YEAR 2013 OPERATION STONEGARDEN GRANT AND BUDGET ADJUSTMENT -** Request Council authorize the Police Department to accept FY 2013 Operation Stonegarden Grant funds in the amount of \$50,000 from the California Emergency Management Agency (CALEMA) through San Diego County; authorize the Police Chief to submit grant documents on behalf of the City; and approve budget adjustments needed for overtime expenses related to enforcement in support of Department of Homeland Security goals. (File No. 0480-70)

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

- 15. FISCAL YEAR 2008 CALIFORNIA OFFICE OF TRAFFIC SAFETY "AVOID DUI CAMPAIGN" GRANT MODIFICATION AND BUDGET ADJUSTMENT -** Request Council authorize the Police Department to accept additional grant funds in the amount of \$10,000 from the San Diego Sheriff's Department for the "Avoid DUI Campaign" Grant Program; authorize the Police Chief to submit grant documents on behalf of the City; and approve budget adjustments needed for overtime expenses related to DUI enforcement operations. (File No. 0480-70)

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

- 16. FISCAL YEAR 2014 COLLABORATIVE AGENCY RESOURCES FOR ESCONDIDO (CARE) YOUTH PROJECT GRANT AND BUDGET ADJUSTMENT -** Request Council authorize the Escondido Police Department to accept additional funds in the amount of \$7,788 for the FY 2014 CARE Youth Project Grant from the Escondido Union School District; authorize the Chief of Police and Police Department staff to execute contract documents on behalf of the City; and approve budget adjustments needed to spend grant funds. (File No. 0480-70)

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

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

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

17. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO REJECTING THE DETERMINATIONS OF THE DIRECTOR OF COMMUNITY DEVELOPMENT AND THE PLANNING COMMISSION AND APPROVING A 99 CENTS ONLY STORE WITHIN THE CENTRE CITY URBAN DISTRICT OF THE DOWNTOWN SPECIFIC PLAN. (CASE NO. ADM 13-0168)** -Approved on February 12, 2014 with a vote of 3/2, Abed and Gallo voting no. (File No. 0800-40 ADM 13-0168)

RESOLUTION NO. 2014-24 (R)

18. **CITY COUNCIL MEETINGS AND PROCEDURES** - Approved on February 12, 2014 with a vote of 4/1, Diaz voting no. (File No. 0610-90)

ORDINANCE NO. 2014-09 (Second Reading and Adoption)

PUBLIC HEARINGS

19. **REAFFIRM COMMUNITY DEVELOPMENT PRIORITIES FOR THE FISCAL YEAR 2010-2015 CONSOLIDATED PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND APPROVE ALLOCATION PROCESS FOR FISCAL YEAR 2014-2015 CDBG-FUNDED ACTIVITIES** - Request Council conduct a public hearing to review and reaffirm the community development priorities adopted in the 2010-2015 Five-Year Consolidated Plan for CDBG; approve an allocation process for FY 2014-2015 CDBG funds to utilize the maximum 15 percent allowable for public service activities to address the priorities for the Consolidated Plan and the maximum 20 percent allowable for administration of the CDBG program. (File No. 0870-11)

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

Danielle Lopez, Neighborhood Services Manager, gave the staff report and presented a series of slides.

Mayor Abed opened the public hearing and asked if anyone would like to speak on this issue in any way. No one asked to be heard. Therefore, he closed the public hearing.

MOTION: Moved by Councilmember Masson and seconded by Councilmember Morasco to conduct a public hearing to review and reaffirm the community development priorities adopted in the 2010-2015 Five-Year Consolidated Plan for CDBG; approve an allocation process for FY 2014-2015 CDBG funds to utilize the maximum 15 percent allowable for public service activities to address the priorities for the Consolidated Plan and the maximum 20 percent allowable for administration of the CDBG program. Motion carried unanimously.

CURRENT BUSINESS

20. **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ESCONDIDO AND THE CITIES OF CARLSBAD, OCEANSIDE, SAN MARCOS AND VISTA** - Request Council authorize the Mayor to execute a Memorandum of Understanding (MOU) for Business Retention and Attraction Cooperation between the City of Escondido and the cities of Carlsbad, Oceanside, San Marcos and Vista. (File No. 0600-10 Misc.)

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

Joyce Masterson, Director of Economic Development and Community Relations, gave the staff report.

MOTION: Moved by Councilmember Masson and seconded by Councilmember Gallo to authorize the Mayor to execute a Memorandum of Understanding (MOU) for Business Retention and Attraction Cooperation between the City of Escondido and the cities of Carlsbad, Oceanside, San Marcos and Vista. Motion carried unanimously.

- 21. FINANCIAL REPORT FOR THE QUARTER ENDING DECEMBER 31, 2013** - Request Council receive and file the second quarter financial report for fiscal year 2013/2014. (File No. 0430-30)

Staff Recommendation: **Receive and file (Finance Department: Sheryl Bennett)**

Joan Ryan, Assistant Finance Director, gave the staff report and presented a series of slides.

MOTION: Moved by Councilmember Masson and seconded by Councilmember Gallo to receive and file the second quarter financial report for fiscal year 2013/2014 and approve the amendments to the fiscal year 2013/2014 Operating Budget. Motion carried unanimously.

WORKSHOP

- 22. CITY COUNCIL WORKSHOP: CHARTER CITY PROPOSAL** - Discussion and input from the public regarding a potential Charter City measure to be placed on the ballot. (File No. 0650-20)

Staff Recommendation: **Provide direction to staff (City Attorney's Office: Jennifer K. McCain)**

Jennifer McCain, Assistant City Attorney, gave the staff report and presented a series of slides.

Katherine Fromm, Escondido, stated there should be a commission to draft a Charter for the City.

Don Greene, Escondido, indicated he was opposed to a Charter for the City.

Rick Moore, Escondido, suggested a commission be appointed to provide input for a City Charter.

Patricia Borchmann, Escondido, stated the citizens should have input in drafting a Charter for the City.

COUNCIL ACTION: Directed staff to proceed with the scheduled public hearings.

FUTURE AGENDA

- 23. 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)**

Councilmember Diaz asked that a discussion on the Council Meeting video retention schedule be placed on a future agenda.

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

Councilmember Diaz attended a San Dieguito River Park Joint Powers Authority meeting where County Supervisor Dave Roberts was appointed the new Chair and a budget meeting scheduled. The City Council and School Subcommittee met today.

Councilmember Masson indicated the Economic Development Subcommittee meeting was scheduled for the following day.

Mayor Abed stated that SANDAG had passed a preliminary budget, discussed the Highway 78 widening, reduced the pension, based salary increases on performance; and that Move San Diego Forward was receiving input from the public.

Councilmember Gallo indicated that NCTD was improving 10 bus stops and the San Diego County Water Authority had stated that water conservation in San Diego County was excellent.

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

Alejandro Sanchez, Escondido, stated he was pleased that the county was focusing on investigating crimes against senior residents in long-term care facilities.

ADJOURNMENT

Mayor Abed adjourned the meeting at 6:55 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
March 26, 2014
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, March 26, 2014 in the Council Chambers at City Hall with Mayor Abed presiding.

ATTENDANCE

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

ORAL COMMUNICATIONS

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

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

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

- a. **Agency Negotiator:** Sheryl Bennett, Clay Phillips
 Employee Organization: Escondido City Employee Association: Supervisory Bargaining Unit
- b. **Agency Negotiator:** Sheryl Bennett, Clay Phillips
 Employee Organization: Escondido City Employee Association: Administrative/Clerical/Engineering Bargaining Unit
- c. **Agency Negotiator:** Sheryl Bennett, Clay Phillips
 Employee Organization: Non-Sworn Police Bargaining Unit

Items I. a, b and c were not discussed.

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

Case Name: Nowak v. City of Escondido
Case No: 37-2012-00057561-CU-PO-NC

Case Name: SDG&E v. City of Escondido
Case No: 37-2013-00043165-CU-PA-NC

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

- a. **Property:** 475 N. Spruce Street (Public Works Yard)
 City Negotiator: Joyce Masterson, Director of Economic Development
 Negotiating Parties: Undetermined: Potential Disposition
 Under Negotiation: Price and Terms of Agreement

ADJOURNMENT

Mayor Abed adjourned the meeting at 4:20 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
March 26, 2014
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 4:35 p.m. on Wednesday, March 26, 2014 in the Council Chambers at City Hall with Mayor Abed presiding.

MOMENT OF REFLECTION

FLAG SALUTE

Mayor Abed led the flag salute.

ATTENDANCE

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

Also present were: Clay Phillips, City Manager; Jeffrey Epp, City Attorney; Barbara Redlitz, Community Development Director; Ed Domingue, Public Works Director; Diane Halverson, City Clerk; and Liane Uhl, Minutes Clerk.

ORAL COMMUNICATIONS

Terri Wyatt, San Diego, introduced herself and stated she was running for District Attorney in the next election.

Roy Garrett, Escondido, voiced concern with the Moment of Reflection at the beginning of the Council Meeting.

Bob Mullay, Escondido, stated the street sweeper on Fig Street went down the middle of the street and requested "no parking for street sweeping" signs with specific hours to be posted so the curbs could be swept.

Don Palmer, Escondido, expressed concern that Fig Street was not being swept and requested that signs be posted for no parking during specific street sweeping hours.

Nicole Downey, Escondido, voiced concern that a police officer didn't respond to an incident.

CONSENT CALENDAR

Councilmember Diaz removed items 5 and 6 from the Consent Calendar for discussion.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Masson that the following Consent Calendar items be approved with the exception of items 5 and 6. 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: Special Meeting of March 12, 2014**
4. **EAGLE SCOUT (FORMERLY SAND) LAKE RESTORATION PROJECT -**
Request Council authorize the transfer of \$105,000 from the Stormwater Budget Account to the Capital Improvement Account. (File No. 0430-80)

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

RESOLUTION NO. 2014-50

5. **CENTERPOINTE 78 COMMERCIAL CENTER (CASE NO. ENV 13-0009, ADM 13-0127) -**
Request Council approve a consulting agreement and scope of services with Recon Environmental totaling \$143,575 (including a \$15,000 contingency) to prepare an Environmental Impact Report for a 43,500 sq. ft. retail grocery store and 3,200 sq. ft. restaurant with drive through facilities on 3.7 acres at the northwestern corner of Highway 78 and Broadway addressed as 925 N. Broadway. (File No. 0800-40 ENV 13-0009 ADM 13-0127 [0600-10 A-3114])

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

RESOLUTION NO. 2014-35

Councilmember Diaz asked if this was the same project as previously proposed.

Jay Petrek, Assistant Planning Director, answered that it was the same project.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to approve a consulting agreement and scope of services with Recon Environmental totaling \$143,575 (including a \$15,000 contingency) to prepare an Environmental Impact Report for a 43,500 sq. ft. retail grocery store and 3,200 sq. ft. restaurant with drive through facilities on 3.7 acres at the northwestern corner of Highway 78 and Broadway addressed as 925 N. Broadway and adopt Resolution No. 2014-35. Motion carried unanimously

6. **2013 ANNUAL HOUSING ELEMENT REPORT (CASE NO. PHG 13-0041) -**
Request Council authorize submittal of the attached 2013 Annual Housing Report on the City's progress on implementation of the 2013-2020 Housing Element of the General Plan to the State Office of Planning and Research, the State Department of Housing and Community Development and SANDAG. (File No. 0875-70)

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

Councilmember Diaz asked if a meeting on the homeless emergency shelter locations would be held.

Jay Petrek, Assistant Planning Director, answered they were in the process of identifying appropriate areas for emergency shelters and a discussion would be held in a few months.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Masson to authorize submittal of the attached 2013 Annual Housing Report on the City's progress on implementation of the 2013-2020 Housing Element of the General Plan to the State Office of Planning and Research, the State Department of Housing and Community Development and SANDAG. Motion carried unanimously.

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

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

7. AMENDMENT TO ENCROACHMENT REGULATIONS -

Approved on March 19, 2014 with a vote of 5/0 (File No. 0680-50)

ORDINANCE NO. 2014-07 (Second Reading and Adoption)

CURRENT BUSINESS

8. EL CABALLO PARK CONCEPTUAL MASTER PLAN (CASE NO. PHG 13-001) -

Request Council accept the conceptual El Caballo Park Master Plan and provide staff direction regarding preparation of an environmental review required prior to formally adopting the Master Plan. (File No. 0800-40 PHG 13-001)

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

Jay Petrek, Assistant Planning Director, and Tim Smith, Wynn Smith Landscape Architecture Inc., gave the staff report and presented a series of slides.

Steve Berrol, El Caballo Park Conservancy President, expressed enthusiasm at the park concept and urged Council to adopt the Master Plan.

Karen Mandel, Escondido, asked Council to support the Master Plan and help fund the EIR.

Merrilyn Carpenter, Escondido, stated the Master Plan was exciting and urged Council to support it.

Deanne Sanderson, Escondido, listed the amenities of the park and asked Council to support the Master Plan.

Patricia Borchmann, Escondido, stated she was in support of the Master Plan.

Carmen Nava, Escondido, encouraged Council to support the Master Plan.

MOTION: Moved by Councilmember Masson and seconded by Councilmember Gallo to accept the conceptual El Caballo Park Master Plan and provide staff direction regarding preparation of an environmental review required prior to formally adopting the Master Plan. Motion carried unanimously.

9. ANNUAL APPOINTMENTS TO BOARDS AND COMMISSIONS -

Request Council ratify the Mayor's appointments to serve on the City's eight Boards and Commissions; terms to expire March 31, 2018 except as noted. (File No. 0120-10)

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

Luther Goodson, Escondido, introduced himself to the Council and gave a brief description of his qualifications for an appointment to a Board or Commission.

Brandon Garcia, Escondido, introduced himself to the Council and gave a description of his qualifications for the Youth position on the Community Services Commission.

MOTION: Moved by Mayor Abed and seconded by Councilmember Gallo to ratify Mayor Abed's appointment of Jim Fraker, Joseph Russo and Charlie Snowden to the Building Advisory & Appeals Board. Motion carried unanimously.

MOTION: Moved by Mayor Abed and seconded by Councilmember Morasco to ratify Mayor Abed's appointment of Edwin Castro, Amie DeFrain, Brandon Garcia (Youth) and Jose Garcia to the Community Services Commission. Motion carried unanimously.

MOTION: Moved by Mayor Abed and seconded by Councilmember Diaz to ratify Mayor Abed's appointment of Robert James, Michael Lee, Judith O'Boyle and James Spann to the Historic Preservation Commission. Motion carried unanimously.

MOTION: Moved by Mayor Abed and seconded by Councilmember Masson to ratify Mayor Abed's appointment of Mirek Gorny and James Lund to the Library Board of Trustees. Ayes: Abed, Diaz, Gallo and Masson. Noes: Morasco. Absent: None. Motion carried.

MOTION: Moved by Mayor Abed and seconded by Councilmember Diaz to ratify Mayor Abed's appointment of Marc Correll, Luther Goodson and Sherri Sarro to the Personnel Board of Review. Motion carried unanimously.

MOTION: Moved by Mayor Abed and seconded by Councilmember Morasco to ratify Mayor Abed's appointment of Ed Hale, Gregory Johns, Robert McQuead and Jeffrey Weber to the Planning Commission. Ayes: Abed, Masson and Morasco. Noes: Diaz and Gallo. Absent: None. Motion carried.

MOTION: Moved by Mayor Abed and seconded by Councilmember Diaz to ratify Mayor Abed's appointment of Steffi Harrison, Brian Murphy, Barbara Preston and Jean Will to the Public Art Commission. Motion carried unanimously.

MOTION: Moved by Mayor Abed and seconded by Councilmember Diaz to ratify Mayor Abed's appointment of Robert Blackstock, William Durney and Rey Leone to the Transportation & Community Safety Commission. Ayes: Abed, Diaz, Masson and Morasco. Noes: Gallo. Absent: None. Motion carried.

WORKSHOP

10. CALPERS ACTUARIAL PRESENTATION -

Request Council receive a presentation from John Bartel of Bartel Associates LLC, regarding the City of Escondido CalPERS pension plans; future actuarial assumptions; and a Public Employee's Pension Reform Act (PEPRA) update. (File No. 0720-40)

Staff Recommendation: **Receive and File (Human Resources Department: Sheryl Bennett)**

Sheryl Bennett, Director of Administrative Services, introduced John Bartel, Bartel Associates LLC, who gave the report and presented a series of slides.

COUNCIL ACTION: NO ACTION, INFORMATION ONLY

FUTURE AGENDA

11. 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 Diaz attended a budget Subcommittee meeting for the San Dieguito Joint Powers Authority.

Councilmember Gallo indicated that NCTD had a new program called Ride Fact for anyone who needed a ride; and a Borders Committee meeting was scheduled for later in the week.

Mayor Abed indicated that SANDAG would be meeting to discuss San Diego Moving Forward.

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

None

ADJOURNMENT

Mayor Abed adjourned the meeting at 7:30 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 4

Date: April 9, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Joyce Masterson, Director of Economic Development and Community Relations

SUBJECT: Figtree and HERO Property Assessed Clean Energy (PACE) Programs

RECOMMENDATION:

Council authorize Resolution No. 2014-46 approving Associate Membership in the California Enterprise Development Authority for the purpose of providing property owners access to the California Figtree Property Assessed Clean Energy (PACE) program and Resolution No. 2014-47 authorizing inclusion of properties within the incorporated areas of the Escondido in the San Diego County PACE Program; and Resolution No. 2014-48 approving Associate Membership in the Western Riverside Council of Governments Joint Power Authority (WRCOG) for the purpose of providing property owners access to the California HERO PACE program.

FISCAL ANALYSIS:

There are no fiscal impacts to the City due to joining the HERO or Figtree Programs. There are no upfront or ongoing costs involved in being an Associate Member of WRCOG or the California Enterprise Development Authority and no costs to the City for the PACE program inception or operation. The program will allow property owners in the City of Escondido access to capital for financing energy efficiency, renewable energy, and water conservation improvements on commercial and industrial properties and to pay for those costs through their annual property tax bill as a line item.

PREVIOUS ACTION:

None

BACKGROUND:

Assembly Bill (AB) 811 was signed into law on July 21, 2008, and AB 474, effective January 1, 2010, amended Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California ("Chapter 29") and authorizes a legislative body to designate an area within which authorized public officials and free and willing property owners may enter into voluntary contractual assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, and/or

water conservation improvements that are permanently fixed to real property, as specified. The financing for these improvements has come to be known as PACE, which stands for Property Assessed Clean Energy.

The City Council acknowledged the potential benefits of PACE programs when on March 10, 2010 it voted to join the California FIRST PACE Program, authorized through the California Communities Development Authority. Since 2010, other PACE programs have become available in the San Diego Region, including the California HERO and Figtree PACE programs. California HERO is authorized through the Western Riverside Council of Governments and administered by Renovate America, a for-profit corporation based in San Diego. The HERO PACE Program has been very successful in Western Riverside County, since its launch in late 2011. The program has approved 20,000 projects for \$700 Million in financing and completed and funded 9,540 projects for over \$180 Million to date. Because of its success, the California HERO Program is now being offered to provide additional California cities and counties with a turnkey program that saves significant time, cost and local resources that would otherwise be needed to develop a new local program.

The Figtree program is authorized through the California Enterprise Development Authority. The Figtree PACE is the fastest growing and leading provider of commercial PACE financing. Figtree's recently launched OnDemand PACE is designed to reduce the cost of financing and increase the speed of funding for commercial projects. The program is backed by a large New York-based financial institution for up to \$60 million in committed capital to fund commercial PACE energy upgrades. Figtree is also developing a residential PACE offering which will be based on the same platform used in the commercial program.

ANALYSIS:

PACE programs can provide benefits to property owners, the city and the community. Through PACE, a property owner can finance renewable energy projects such as solar power, and efficiency improvements without significant upfront capital expenditures and with immediate savings from reduced energy and/or water use. Upgrades to windows and doors, lighting, refrigeration, bathrooms, solar photovoltaic and water and HVAC are some of the projects eligible for financing.

Additional benefits to the property owner include:

- Eligibility: In today's economic environment, alternatives for property owners to finance renewable energy/energy efficiency/water efficiency improvements or electric vehicle charging infrastructure may not be available. As such many property owners do not have financing options available that would provide funding for improvements that lower their utility bills.
- Savings: Energy prices continue to rise and selecting in energy efficient, water efficient and renewable energy improvements reduces utility bills.

- 100% voluntary: Property owners can choose to participate in the program at their discretion. Improvements and properties must meet eligibility criteria in order to qualify for financing.
- Payment obligation stays with the property: Under Chapter 29, a voluntary contractual assessment stays with the property upon transfer of ownership. Certain residential conforming mortgage providers will, however, require the assessment be paid off at the time the property is refinanced or sold.
- Prepayment option: The property owner can choose to pay off the assessments at any time, subject to applicable prepayment penalties.
- Customer-oriented program: Part of the success of the program is the prompt customer service. Committed funding partners provide funding promptly upon project completion resulting in both property owner and contactor satisfaction.

The benefits to the City and community include:

- No cost to the City through third party administration of cost effective energy efficiency and alternative energy projects for its residents and businesses.
- Increase local jobs
- An increase in property values (energy efficient homes and buildings are worth more money).
- An increase in sales, payroll and property tax revenue
- As in conventional assessment financing, the City is not obligated to repay the bonds or to pay any delinquent assessments levied on the participating properties.

The cities of Carlsbad, Lemon Grove, Oceanside, San Marcos, Solana Beach and Vista have adopted the HERO program. The cities of San Diego, Carlsbad, Vista, San Marcos and Oceanside have adopted the Figtree PACE Program.

In order to increase the PACE financing options available for non-residential properties and provide PACE financing opportunities to residential properties, staff recommends that the City Council join the California HERO Program and the Figtree Program

Respectfully submitted,



Joyce Masterson
Director of Economic Development and Community Relations

RESOLUTION NO. 2014-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING ASSOCIATE MEMBERSHIP BY THE CITY OF ESCONDIDO IN THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY AND AUTHORIZING AND DIRECTING THE EXECUTION OF AN ASSOCIATE MEMBERSHIP AGREEMENT RELATED TO ASSOCIATE MEMBERSHIP OF THE CITY IN THE AUTHORITY

WHEREAS, the City of Escondido California (the "City"), is a municipal corporation, duly organized and existing under the Constitution and the laws of the State of California; and

WHEREAS, the City, upon authorization of the City Council, may pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, commencing with Section 6500 (the "JPA Law") enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them; and

WHEREAS, the City and other public agencies wish to jointly participate in economic development financing programs for the benefit of businesses and nonprofit entities within their jurisdictions offered by membership in the California Enterprise Development Authority (the "Authority") pursuant to an associate membership agreement and Joint Exercise of Powers Agreement Relating to the California Enterprise Development Authority (the "Agreement"); and

WHEREAS, under the JPA Law and the Agreement, the Authority is a public entity separate and apart from the parties to the Agreement and the debts, liabilities

and obligations of the Authority will not be the debts, liabilities or obligations of the City or the other members of the Authority; and

WHEREAS, the form of Associate Membership Agreement (the "Associate Membership Agreement") between the City and the Authority is attached as Exhibit "A" and incorporated by this reference; and

WHEREAS, the City is willing to become an Associate Member of the Authority subject to the provisions of the Associate Membership 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 City Council hereby specifically finds and declares that the actions authorized herein constitute public affairs of the City.
3. That the Associate Membership Agreement presented to this is hereby approved. The Mayor of the City, the City Manager, the City Clerk and other officials of the City are each hereby authorized and directed, for and on behalf of the City, to execute and deliver the Associate Membership Agreement in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.
4. The officers and officials of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate, carry out, give effect to and comply with the terms and intent of this resolution and the

Associate Membership Agreement. All such actions heretofore taken by such officers and officials are hereby confirmed, ratified and approved.

EXHIBIT "A"

**ASSOCIATE MEMBERSHIP AGREEMENT
by and between the
CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY
and the
CITY OF ESCONDIDO, CALIFORNIA**

THIS ASSOCIATE MEMBERSHIP AGREEMENT (this "Associate Membership Agreement"), dated as of _____ by and between CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY (the "Authority") and the CITY OF ESCONDIDO, CALIFORNIA, a municipal corporation, duly organized and existing under the laws of the State of California (the "City");

WITNESSETH:

WHEREAS, the Cities of Selma, Lancaster and Eureka (individually, a "Member" and collectively, the "Members"), have entered into a Joint Powers Agreement, dated as of June 1, 2006 (the "Agreement"), establishing the Authority and prescribing its purposes and powers; and

WHEREAS, the Agreement designates the Executive Committee of the Board of Directors and the President of the California Association for Local Economic Development as the initial Board of Directors of the Authority; and

WHEREAS, the Authority has been formed for the purpose, among others, to assist for profit and nonprofit corporations and other entities to obtain financing for projects and purposes serving the public interest; and

WHEREAS, the Agreement permits any other local agency in the State of California to join the Authority as an associate member (an "Associate Member"); and

WHEREAS, the City desires to become an Associate Member of the Authority;

WHEREAS, City Council of the City has adopted a resolution approving the Associate Membership Agreement and the execution and delivery thereof;

WHEREAS, the Board of Directors of the Authority has determined that the City should become an Associate Member of the Authority;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the Authority and the City do hereby agree as follows:

Section 1. Associate Member Status. The City is hereby made an Associate Member of the Authority for all purposes of the Agreement and the Bylaws of the Authority, the provisions of which are hereby incorporated herein by reference. From and after the date of execution and delivery of this Associate Membership Agreement by the City and the Authority, the City shall be and remain an Associate Member of the Authority.

Section 2. Restrictions and Rights of Associate Members. The City shall not have the right, as an Associate Member of the Authority, to vote on any action taken by the Board of Directors or by the Voting Members of the Authority. In addition, no officer, employee or representative of the City shall have any right to become an officer or director of the Authority by virtue of the City being an Associate Member of the Authority.

Section 3. Effect of Prior Authority Actions. The City hereby agrees to be subject to and bound by all actions previously taken by the Members and the Board of Directors of the Authority to the same extent as the Members of the Authority are subject to and bound by such actions.

Section 4. No Obligations of Associate Members. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the City.

Section 5. Execution of the Agreement. Execution of this Associate Membership Agreement and the Agreement shall satisfy the requirements of the Agreement and Article XII of the Bylaws of the Authority for participation by the City in all programs and other undertakings of the Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Associate Membership Agreement to be executed and attested by their proper officers thereunto duly authorized, on the day and year first set forth above.

CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY

By:

Gurbax Sahota, Chair Board of Directors

Attest:

Michelle Stephens,
Asst. Secretary

CITY OF ESCONDIDO, CALIFORNIA

By:

Sam Abed, Mayor
City Council

Attest:

City Clerk

RESOLUTION NO. 2014-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, STATE OF CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE INCORPORATED AREA OF THE CITY OF ESCONDIDO IN THE COUNTY PROPERTY ASSESSED CLEAN ENERGY PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES AND ENERGY AND WATER EFFICIENCY IMPROVEMENTS, APPROVING THE REPORT SETTING FORTH THE PARAMETERS OF THE REFERENCED PROGRAM AND CERTAIN MATTERS IN CONNECTION THEREWITH

WHEREAS, the California Enterprise Development Authority ("CEDA") is a joint exercise of powers authority, comprised of cities and counties in the State of California, including the City Escondido (the "City"); and

WHEREAS, CEDA has adopted the Figtree Property Assessed Clean Energy ("PACE") and Job Creation Program (the "Program" or "Figtree PACE"), to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements (the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets and Highways Code ("Chapter 29"), and the issuance of improvement bonds or other evidences of indebtedness (the "Bonds") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 et seq.) (the "1915 Act") upon the security of the unpaid contractual assessments; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the Board of Supervisors (the "Board of Supervisors") of the County of San Diego, a political subdivision of the State of California (the "County"), has adopted Figtree PACE pursuant to the Act; and

WHEREAS, the parameters of Figtree PACE are set forth in the Program Report and such Report has been prepared pursuant to Section 5898.22 of the Act and approved by the CEDA Board of Directors; and

WHEREAS, the City Council of the City of Escondido (the "City Council") has reviewed the Report; and

WHEREAS, the Act authorizes CEDA to enter into contractual assessments with property owners located within incorporated cities in the County of San Diego upon the approval of the legislative body of the related city to participate in Figtree PACE; and

WHEREAS, the City of Escondido (the "City") desires to participate with the County in Figtree PACE, and provide for participation in Figtree PACE by property owners located within City limits; and

WHEREAS, pursuant to Chapter 29, the City authorizes CEDA to levy assessments, pursue remedies in the event of delinquencies, and issue bonds or other forms of indebtedness to finance the Improvements in connection with Figtree PACE; and

WHEREAS, to protect the City in connection with operation of the Figtree PACE, Figtree Energy Financing, the program administrator, has agreed to defend and indemnify the City; and

WHEREAS, the City will not be responsible for the levy of assessments, any required remedial action in the case of delinquencies, the issuance, sale or

administration of the bonds or other indebtedness issued in connection with Figtree PACE.

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

SECTION 1. Good Standing. The City is either a municipal corporation or other public body and a member of CEDA in good standing.

SECTION 2. Public Benefits. On the date hereof, the City Council hereby finds and determines that the Program and issuance of Bonds by CEDA in connection with Figtree PACE will provide significant public benefits, including without limitation, savings in effective interest rates, bond preparation, bond underwriting and bond issuance costs and reductions in effective user charges levied by water and electricity providers within the boundaries of the City.

SECTION 3. Resolution of Intention. The City Council ratifies the resolution adopted by the CEDA Board of Directors on September 12, 2013, declaring the Board's intention to order the implementation of a contractual assessment program to finance Improvements pursuant to the Act.

SECTION 4. Boundaries. The City Council hereby approves the inclusion in Figtree PACE all of the properties in the incorporated area within the City, as same may be amended through annexation from time to time, the acquisition, construction and installation within City limits of the energy and water efficiency measures set forth in the Report upon the request and agreement of the affected property owner, and the assumption of jurisdiction thereof by CEDA for the aforesaid purposes. The adoption of this Resolution by this City Council constitutes the approval by the City to participate in

Figtree PACE. This City Council further authorizes CEDA to set the terms of, and implement, Figtree PACE and take each and every action necessary or desirable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance of bonds, notes or other forms of indebtedness secured by such contractual assessments as authorized by Chapter 29.

SECTION 5. Appointment of CEDA. The City hereby appoints CEDA as its representative to (i) record the assessment against the Participating Parcels, (ii) administer the District in accordance with the Improvement Act of 1915 (Chapter 29 Part 1 of Division 10 of the California Streets and Highways Code (commencing with Section 8500 et seq.) (the "Law"), (iii) prepare program guidelines for the operations of the Program and (iv) proceed with any claims, proceedings or legal actions as shall be necessary to collect past due assessments on the properties within the District in accordance with the Law and Section 6509.6 of the California Government Code. The City is not and will not be deemed to be an agent of Figtree or CEDA as a result of this Resolution.

SECTION 6. Program Report. The City Council hereby acknowledges that pursuant to the requirements of Chapter 29, CEDA has prepared and will update from time to time the "Program Report" for Figtree PACE (the "Program Report") and associated documents, and CEDA will undertake assessment proceedings and the financing of Improvements as set forth in the Program Report.

SECTION 7. Foreclosure. The City Council hereby acknowledges that the Law permits foreclosure in the event that there is a default in the payment of assessments

due on a property. The City Council hereby designates CEDA as its representative to proceed with collection and foreclosure of the liens on the defaulting properties within the District, including accelerated foreclosure pursuant to the Program Report.

SECTION 8. Indemnification. The City Council acknowledges that Figtree has provided the City with an indemnification agreement, as shown in Exhibit "A", attached to this Resolution and incorporated by this reference, for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents. The City Council hereby authorizes the appropriate officials and staff of the City to execute and deliver the Indemnification Agreement to Figtree.

SECTION 9. City Contact Designation. The appropriate officials and staff of the City are hereby authorized and directed to make applications for Figtree PACE available to all property owners who wish to finance Improvements. The following staff persons, together with any other staff designated by the City Manager from time to time, are hereby designated as the contact persons for CEDA in connection with Figtree PACE: [Joyce Masterson, Director of Economic Development and Community Relations, 760-839-4621, jmasterson@escondido.org]. The City Clerk is directed to provide a certified copy of this Resolution to Figtree Energy Financing.

SECTION 10. City Execution of Documents. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents as are reasonably required by CEDA in accordance with the Program Report to implement Figtree PACE for Participating Property Owners.

SECTION 11. CEQA. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act ("CEQA"), because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

SECTION 12. Effective Date. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to Figtree Energy Financing.

SECTION 13. Costs. Services related to the formation and administration of the assessment district will be provided by CEDA at no cost to the City.

INDEMNIFICATION AGREEMENT
BY AND BETWEEN
THE CITY OF ESCONDIDO AND
FIGTREE COMPANY, INC.

This Indemnification Agreement (the "Agreement") is entered into by and between the City of Escondido, a municipal corporation or political subdivision, duly organized and existing under the laws of the State of California (the "Public Entity") and Figtree Company, Inc., a California corporation, the administrator of the Figtree Property Assessed Clean Energy and Job Creation Program (the "Administrator"), which is a program of the California Enterprise Development Authority, a California joint exercise of powers authority (the "Authority").

RECITALS

WHEREAS, the Authority is a joint exercise of powers authority whose members include the Public Entity in addition to other cities and counties in the State of California; and

WHEREAS, the Authority established the Figtree Property Assessed Clean Energy and Job Creation Program (the "Figtree PACE Program") to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements that are permanently affixed to real property through the levy of assessments voluntarily agreed to by the participating property owners pursuant to Chapter 29 of Division 7 of the Streets and Highways Code ("Chapter 29") and the issuance of improvement bonds, or other forms of indebtedness, under the Improvement Bond Act of 1915 upon the security of the unpaid assessments; and

WHEREAS, the Authority has conducted or will conduct proceedings required by Chapter 29 with respect to the territory within the boundaries of the Public Entity; and

WHEREAS, the legislative body of the Public Entity adopted or will adopt a resolution authorizing the Public Entity to join the Figtree PACE Program; and

WHEREAS, the Public Entity will not be responsible for the formation, operation and administration of the Figtree PACE Program as well as the sale and issuance of any bonds or other forms of indebtedness in connection therewith, including the conducting of assessment proceedings, the levy and collection of assessments and any remedial action in the case of such assessment payments, and the offer, sale and

administration of any bonds issued by the Authority on behalf of the Figtree PACE Program; and

WHEREAS, the Administrator is the administrator of the Figtree PACE Program and agrees to indemnify the Public Entity in connection with the operations of the Figtree PACE Program as set forth herein;

NOW, THEREFORE, in consideration of the above premises and of the Public Entity's agreement to join the Figtree PACE Program, the parties agree as follows:

1. **Indemnification.** Figtree has provided the CEDA with an indemnification for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents, arising from or related to the Figtree PACE Program, the assessments, the assessment districts, the improvements or the financing and marketing thereof. Figtree, on behalf of itself and the CEDA, agrees to defend, indemnify and hold harmless the Public Entity, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for injury or damage due to negligence or malfeasance of any type claims as a result of the acts or omissions of Figtree, except for such loss or damage which was caused by the sole negligence or willful misconduct of the Public Entity. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by Figtree.

2. **Consequential Damages and Limitation of Liability.** The Indemnifying Party agree that in no event will either be liable to the other under this Agreement for any special damages, loss of revenue, loss of profit, operating costs or business interruption losses, regardless of cause, including breach of contract, negligence, strict liability or otherwise. The limitations and exclusions of liability set forth in this Agreement shall apply regardless of fault, breach of contract, tort, strict liability or otherwise of Figtree and the Public Entity, their employees, directors, officers, stockholders, agent, representatives or subcontractors.

3. **Amendment/Interpretation of this Agreement.** This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. This Agreement shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

4. **Section Headings.** Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

5. **Waiver.** No waiver of any of the provisions of this Agreement shall be binding unless in the form of writing signed by the party against whom enforcement is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

6. **Severability and Governing Law.** If any provision or portion thereof of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

7. **Notices.** All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed certified or registered mail and addressed as follows:

If to the Administrator

Figtree Company, Inc.
9915 Mira Mesa Blvd., Suite 130
San Diego, California 92131
Attn: Chief Executive Officer

If to the Public Entity:

8. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, which together shall constitute the same instrument.

9. **Effective Date.** This Agreement will be effective as of the date of the signature of Public Entity's representative as indicated below in the signature block.

IN WITNESS HEREOF, the parties hereto duly executed this Agreement as of the date below.

City of Escondido

By _____

Name:

Title:

Date: _____

Figtree Company, Inc., a California corp.

By _____

Name: Mahesh Shah

Title: CEO

Date: _____

APPROVED AS TO FORM:

Public Entity Attorney

RESOLUTION NO. 2014-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HERO PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY AND WATER EFFICIENCY IMPROVEMENTS, ELECTRIC VEHICLE CHARGING INFRASTRUCTURE, AND APPROVING THE AMENDMENT TO A CERTAIN JOINT POWERS AGREEMENT RELATED THERETO

WHEREAS, the Western Riverside Council of Governments ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

WHEREAS, Authority intends to establish the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Escondido (the "City") is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Improvements; and

WHEREAS, Authority has authority to establish the California HERO Program, which will be such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991, as amended to date, and the Amendment to Joint Powers Agreement Adding the City of Escondido as an Associate Member of the Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy ("PACE") Program Services within the City (the "JPA Amendment"), by and between Authority and the City, a copy of which is attached as Exhibit "A" hereto and incorporated by this reference, to assist property owners within the incorporated area of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in

the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Escondido, as follows that:

1. The above recitations are true.
2. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the California HERO Program to finance the installation of improvements.
3. The City Council consents to inclusion in the California HERO Program of all of the properties in the incorporated area within the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.
4. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent and be secured by such contractual assessments.

5. This City Council hereby approves the JPA Amendment and authorizes the execution thereof by appropriate City officials.

6. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the California HERO Program within the City, and report back periodically to this City Council on the success of such program.

7. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority Executive Committee.

EXHIBIT A

**AMENDMENT TO THE JOINT POWERS AGREEMENT
ADDING CITY OF ESCONDIDO AS
AS AN ASSOCIATE MEMBER OF THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
TO PERMIT THE PROVISION OF THE CALIFORNIA HERO PROGRAM
SERVICES WITH SUCH CITY**

This Amendment to the Joint Powers Agreement ("JPA Amendment") is made and entered into on the ____ day of _____, 2014, by City of Escondido ("City") and the Western Riverside Council of Governments ("Authority") (collectively the "Parties").

RECITALS

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Joint Exercise of Powers Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the "Regular Members").

WHEREAS, Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") to authorize cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy ("PACE") program, to fund various renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the "Improvements") that

are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority intends to establish a PACE program to be known as the "California HERO Program" pursuant to Chapter 29 as now enacted or as such legislation may be amended hereafter, which will authorize the implementation of a PACE financing program for cities and county throughout the state; and

WHEREAS, City desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority to conduct proceedings under Chapter 29 to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit City to become an associate member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of City; and

WHEREAS, pursuant to Government Code sections 6500 et seq., the Parties are approving this JPA Agreement to allow for the provision of PACE services, including the operation of a PACE financing program, within the incorporated territory of City; and

WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of City and Authority with respect to the implementation of the California HERO Program within the incorporated territory of City.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

A. JPA Amendment.

1. The Authority JPA. City agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, City shall become Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of City as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the incorporated territory of City. Except as expressly provided for by the this JPA Amendment, City shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, right to amend or vote on amendments to the Authority JPA, and right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. City shall not be considered a member for purposes of Section 9.1 of the Authority JPA. City shall not be bound by any subsequent amendments of the Authority JPA not expressly agreed to by City.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

4. Rights of City. This JPA Amendment shall be not interpreted as limiting or restricting the rights of City to establish parameters or limitation on upon the HERO Program as it is conducted within City's jurisdiction.

B. Implementation of California HERO Program within City Jurisdiction.

1. Boundaries of the California HERO Program within City Jurisdiction. City shall determine and notify Authority of the boundaries of the incorporated territory within City's jurisdiction within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries"), which boundaries may include the entire incorporated territory of City or a lesser portion thereof, upon approval of same by City Council.

2. Determination of Eligible Improvements. Subject to any parameters or limitations provided in the resolution of City approving the conduct of the HERO Program within City's jurisdiction, Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Establishment of California HERO Program. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property

owners with the California HERO Program Boundaries and will be solely responsible for the conduct of such proceedings.

4. Financing the Installation of Eligible Improvements. Upon approval of the conduct of the HERO Program within City's jurisdiction, Authority shall be solely responsible to develop and implement a plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the California HERO Program, adopting and implementing any rules or regulations for the PACE program; and providing reports as required by Chapter 29.

City will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of the Bonds or any other bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. City entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

C. Miscellaneous Provisions.

1. Withdrawal. Authority may withdraw from this JPA Amendment upon six (6) months written notice to City; provided, however, there is no outstanding indebtedness of Authority within City. The provisions of Section 6.2 of the Authority JPA shall not apply to City under this JPA Amendment. City may withdraw approval for conduct of the HERO Program within the jurisdictional limits of City upon thirty (30) written notice to WRCOG without liability to the Authority or any affiliated entity. City withdrawal shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by WRCOG prior to the date of City's notice of withdrawal.

2. Indemnification and Liability. Authority shall defend, indemnify and hold City and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the acts, errors or omissions of Authority or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorney's fees and other related costs and expenses, but excluding payment of consequential damages, provided that the Authority shall not be required to defend or indemnify City and its directors, officials, officers, employees and agents for City's sole negligence or willful misconduct. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. City shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. City recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by City. City's cooperation shall not be interpreted to require any approvals without appropriate review or that any discretionary authority of City be exercised other than as provided by law.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:
Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor. MS1032
Riverside, CA 92501-3609
Attn: Executive Director

City:
City of Escondido
City Manager
201 N. Broadway
Escondido, CA 92025

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter

hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: _____ Date: _____
Executive Committee Chair
Western Riverside Council of Governments

CITY OF ESCONDIDO

By: _____ Date: _____

Title: _____

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 5
Date: April 9, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Public Works Director/City Engineer
Julie Procopio, Assistant Public Works Director

SUBJECT: Pavement Rehabilitation Project Change Order

RECOMMENDATION:

It is requested that City Council approve a change order to the purchase order with George Weir Asphalt Construction in the amount of \$210,000.

FISCAL ANALYSIS:

Funds are available within the Pavement Maintenance CIP budget.

PREVIOUS ACTION:

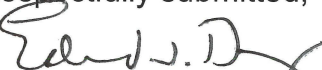
On November 6, 2013, City Council adopted Resolution No. 2013-158 authorizing a Public Improvement Agreement with George Weir Asphalt Construction, the lowest responsive and responsible bidder, in the amount of \$2,420,708.25 for the FY 13/14 Pavement Rehabilitation Project.

BACKGROUND:

The Pavement Rehabilitation project is the first of two annual street maintenance contracts focusing on asphalt removal and replacement. The second phase to install seal coats will be bid this summer.

Additional change order authorization is needed in excess of the allowable 10% contingency due to unanticipated expenses required to properly repair Ivy, Rose and Oak Hill Drive. The existing thickness of these streets did not meet the minimum required thickness, so additional asphalt was needed for a proper repair. Authorization for a Change Order to the purchase order is recommended so that planned work on 9th Avenue east of I-15 can be completed.

Respectfully submitted,



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



Julie Procopio, P.E.
Assistant Public Works Director

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 6

Date: April 9, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Sheryl Bennett, Director of Administrative Services

SUBJECT: Third Amendment to the Banking Services Agreement with Bank of America to Continue Banking Services for One Year, through July 31, 2015

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-36 authorizing the Director of Administrative Services (Finance Director) and the City Clerk to execute a third amendment for a one year extension of the Banking Services Agreement with Bank of America, through July 31, 2015.

FISCAL ANALYSIS:

Bank of America bank account activity charges were approximately \$106,000 for the fiscal year ended June 30, 2013. These charges were offset by a 0.25% earnings allowance based on the City's average monthly collected deposit balances, to arrive at annual net activity charges of approximately \$92,000. If the agreement is extended, there will be no changes to the existing unit service charges.

PREVIOUS ACTION:

The City has awarded and extended a contract for banking services to Bank of America on numerous occasions since 1988.

BACKGROUND:

Under California state law, the responsibility of selecting a financial institution for deposit of City monies, and of depositing and withdrawing said monies, lies with "the Treasurer or with another authorized official." Government Code Section 53635.2 states that "as far as possible, money belonging to, or in the custody of, a local agency, including money paid to the treasurer or other official to pay the principal, interest, or penalties of bonds, shall be deposited for safekeeping in state or national banks, savings associations, federal associations, credit unions, or federally insured industrial loan companies in this state selected by the treasurer or other official having legal custody of the money."

According to Escondido's Municipal Code, the Director of Finance bears the responsibility of selecting a financial institution, and of collecting and depositing city monies. EMC 10-60 ("All monies . . . shall be deposited by [the Director of Finance] in such state or national banks in the state as he shall select . . ."). The Municipal Code references similar authority on behalf of the City Treasurer: "the treasurer

Banking Services Agreement

April 9, 2014

Page 2

shall . . . receive directly or through other departments of the city all monies collected by or on behalf of the city and hold same by deposit or investment." EMC 2-96.3(1).

Both officials also have the power to make disbursements from City accounts with written approval. The Treasurer shall "make disbursements for expenditures authorized by the city council," EMC 2-96.3(2), while the Director of Finance may draw on the City's monies so long as the "draft or order shall be countersigned or approved in writing by any one of the following persons: (1) Mayor; (2) Mayor pro tem; (3) City manager; (4) Such other person as may hereafter be designated by ordinance or resolution of the council," EMC 10-61.

While both the City Treasurer and the Director of Finance can be authorized to make various banking arrangements, the primary banking contract, related services, and minor amendments have routinely been made by the Director of Finance. The City's "Finance Director" position is currently supervised directly by the Administrative Services Director, who reports to the City Manager.

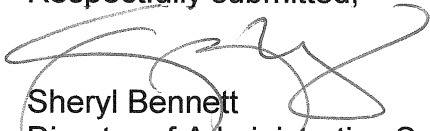
In August 1988, Bank of America was awarded the City's banking services contract after submitting the successful proposal in a competitive bidding process conducted with other major banks. In July 2002, Bank of America was again the successful bidder in a second competitive process and was awarded a contract by Resolution No. 2002-146 for a six year term ending July 31, 2008.

The City Council then adopted Resolution No. 2008-137 extending the agreement through July 2009 to enable staff to have sufficient time to obtain updated comparative pricing and service information related to available banking services. After arranging for significant reductions in unit service fees, the Council adopted Resolution No. 2011-01 extending the agreement by four years, plus an optional one year extension. The agreement will now expire on July 31, 2014.

Staff is currently satisfied with the caliber and type of services provided by Bank of America, however; with almost four years passing since the last contract amendment and extension, it is appropriate to conduct a comparative review of available current banking industry technology and services, as well as the related banking service fees, before entering into a new longer term banking services agreement or amendment. The proposed one year contract extension will allow sufficient time for staff to gather comparative banking service and fee information. The City will not incur any increases to current unit service fees or any reduction of current services during the one year extension.

Therefore, Resolution 2014-36 authorizes the Finance Director (Director of Administrative Services) to execute an Amendment to the current banking services agreement, extending the current contractual relationship by one year, expiring on July 31, 2015.

Respectfully submitted,



Sheryl Bennett
Director of Administrative Services

RESOLUTION NO. 2014-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE DIRECTOR OF ADMINISTRATIVE SERVICES (FINANCE DIRECTOR) AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A THIRD AMENDMENT TO THE BANKING SERVICES AGREEMENT WITH BANK OF AMERICA FOR BANKING SERVICES

WHEREAS, the City of Escondido entered into an agreement with Bank of America on July 24, 2002, to provide banking services for the City; and

WHEREAS, the 2002 Banking Services Agreement expired on July 30, 2008; and

WHEREAS, the City and Bank of America executed a First Amendment to the existing agreement to extend the term of the agreement through July 31, 2009, and

WHEREAS, the First Amendment to the Banking Services Agreement expired on July 30, 2009; and

WHEREAS, the City and Bank of America executed a Second Amendment to the existing agreement to extend the term of the agreement for an additional four years plus an optional one year extension through July 31, 2014; and

WHEREAS, the City and Bank of America desire to execute a Third Amendment to the existing agreement to extend the term of the agreement for one additional year through July 21, 2015; and

WHEREAS, Bank of America has agreed to maintain the current banking services and current unit pricing through the term of the extension.

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 Director of Administrative Services (Finance Director) and City Clerk are authorized on behalf of the City, to execute the Third Amendment to the Banking Services Agreement with Bank of America attached as Exhibit "A" to this resolution and incorporated by this reference.



CITY OF ESCONDIDO
THIRD AMENDMENT TO BANKING SERVICES AGREEMENT

This "Amendment" is made on this 9th day of April, 2014.

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

And: Bank of America
333 S. Hope St., 19th Floor
Los Angeles, CA 90071
Attn: Alec P. Bigelson, Sr. Vice President & Sr. Client Manager
213-621-7132
("CONSULTANT")

Witness that whereas:

- A. CITY and CONSULTANT entered into an agreement on July 24, 2002, ("Original Agreement"), wherein CITY retained CONSULTANT to provide the City's banking services; and
- B. CITY and CONSULTANT executed a First Amendment to the Original Agreement on July 9, 2008, extending the Original Agreement for a one-year term ended July 31, 2009; and
- C. CITY AND CONSULTANT executed a Second amendment to the Original Agreement on January 5, 2011, providing for a revision of certain unit pricing for depository and cash management services, granting of a \$10,000 loyalty credit, provision of a specified managed Earning Credit

Rate, and extending the Original Agreement for an additional four year term, plus an optional one year extension, through July 31, 2014; and

- C. CITY AND CONSULTANT desire to execute a Third amendment to the Original Agreement, to extend the Agreement for a one-year term through July 31, 2015.

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

1. The term of the Agreement is hereby extended by an additional one year term, effective with the expiration of the Second Amendment term with optional one year extension, such that the Agreement shall expire on July 31, 2015.
2. CITY will compensate CONSULTANT under the current unit pricing during the term of the extension.
3. All other terms and conditions of the Original Agreement, as defined in the base documents and as amended by the prior First and Second amendments and optional extension option, between CITY AND CONSULTANT, shall remain in full force and effect. In the event of any conflict between any specific provision of the Original Agreement and this Amendment, this Amendment shall prevail.

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

CITY OF ESCONDIDO

Date: _____

Diane Halverson
City Clerk

Date: _____

Sheryl Bennett
Director of Administrative Services (Finance
Director)

Date: _____

Alec P. Bigelson
Bank of America, Sr. Vice President & Sr.
Client Manager

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
Jeffrey R. Epp, City Attorney

By: _____

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 7

Date: April 9, 2014

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Award Bid for Anti-Graffiti Coating and Primer

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-40 to reject Sherwin Williams' bid in the amount of \$20,520, Frazee Paint's bid in the amount of \$43,380.36, and Dunn-Edwards' bid in the amount of \$48,969.36 as non-responsive; and determine the bid submitted by SOTAAIL, LLC to be the most responsive and responsible bid in the amount of \$125,685 which includes California sales tax. The coating and primer will be used in high graffiti incident public facilities such as right of way walls, park restrooms, signs and poles.

FISCAL ANALYSIS:

Sufficient funds are available in the Graffiti Eradication Project.

PREVIOUS ACTION:

On May 1, 2013, Council approved \$95,000 for graffiti removal from the CDBG fund.

On September 11, 2013, Council identified graffiti removal as a high priority and in order to comprehensively address both graffiti removal and prevention, staff recommended a Graffiti Management Plan to be adopted.

On October 23, 2013, Council approved a budget transfer of \$286,166 from the Facade Improvement Program to the Anti-Graffiti Program. At this meeting staff outlined the proposed uses for those funds, which included \$157,484 for the purchase of nano-technology coating and primer.

BACKGROUND:

Requests for bids were mailed to eight vendors on February 19, 2014 for a nano-technology based anti-graffiti coating system to be implemented by the Public Works Graffiti Eradication Team Members. Five bids were received and opened on March 11, 2014 of which one (1) was a no bid.

After staff reviewed all bids received, a determination was made that the bids received from Sherwin Williams, Dunn Edwards, and Frazee Paint were for anti-graffiti coatings based on technologies other than what was specified in the bid documentation. Additionally, the anti-graffiti coatings proposed by

Award Bid for Anti-Graffiti Coating and Primer

April 9, 2014

Page 2

these bidders require several applications to be effective and also graffiti removal will require the use of additional chemicals and will not be possible by using a clean dry cloth.

As per the City's bid specifications and General Provisions, Item #13 Alternative Proposals, to be a responsive bidder, bidders must submit a bid that meets all specific bid requirements. Bidders may propose equal product as provided for in accordance with Item #14, Brand Name of these General Provisions. However, the City reserves the sole right to evaluate and accept or reject such alternates as though they were part of the original specifications when it is to the best interest of the City. These conditions and provisions are required as part of the bid package. As a result, staff recommends that Council reject Sherwin Williams, Dunn Edwards, and Frazee Paint bids as non-responsive and that Council award the bid to the SOTAAll, LLC in the amount of \$125,685.

Respectfully submitted,



Sheryl Bennett,
Director of Administrative Services



Joan Ryan,
Assistant Finance Director

RESOLUTION NO. 2014-40

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING CITY COUNCIL TO
APPROVE THE BID AWARD FOR ANTI-
GRAFFITI COATING AND PRIMER TO
SOTAAII, LLC**

WHEREAS, sufficient funds are located in the Graffiti Eradication Fund; and

WHEREAS, the City of Escondido duly published an invitation for bids for Anti-Graffiti Coating and Primer to include detailed bid specifications; and

WHEREAS, request for bids for Anti-Graffiti Coating and Primer were mailed to eight vendors on February 19, 2014; and

WHEREAS, five bids were opened and evaluated on March 11, 2014; and

WHEREAS, Sherwin Williams' bid in the amount of \$20,520, Frazee Paint's bid in the amount of \$43,380.36, and Dunn-Edwards' bid in the amount of \$48,969.36, were non-responsive; and

WHEREAS, the apparent bid submitted by SOTAAII, LLC was determined to be the most responsive and responsible bid. SOTAAII, LLC met the City's bid specifications; and

WHEREAS, staff recommends awarding the bid to SOTAAII, LLC in the amount of \$125,685 which includes California sales tax; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to award the bid to SOTAAII, LLC.

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

1. That the above recitations are true.
2. That the City Council determines the bids submitted by Sherwin Williams, Frazee Paint, and Dunn-Edwards bids as non-responsive.
3. That City Council accepts the recommendation of staff and finds SOTAAll, LLC to be the most responsive and responsible bidder who met the City's bid specifications.
4. That the City Council is authorized to approve on behalf of the City, the bid award to SOTAAll, LLC for Anti-Graffiti Coating and Primer.

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 8

Date: April 9, 2014

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Award Bid for the Fleet Replacement and Purchase of Eleven Trucks/Vans

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2014-41 for the bid award to North County Ford for the fleet replacement and purchase of eleven 2014 and 2015 trucks/vans in the amount of \$315,756.90 which includes sales tax, documentation, and California State Tire Recycling fees.

FISCAL ANALYSIS:

Sufficient funds are available in the Fleet Services Vehicle Replacement Fund.

BACKGROUND:

Requests for bids were mailed to nine vendors on February 25, 2014 and three bids were received and opened on March 17, 2014. The bid results are as follows:

Vendor	Amount
North County Ford	\$ 315,756.90
Kearny Pearson Ford	318,239.82
Mossy Ford	341,217.90

The existing trucks have been in service for many years and are being replaced due to exceeding their standard service life expectancy, excessive mileage, and mechanical conditions as listed below:

Vehicle number 3179, 1998 Chevrolet S-10 truck has 73,123 miles. The truck was scheduled for replacement in FY2008-09; however, Fleet Services elected to postpone the purchase of a new truck due to low mileage and overall condition. In October 2013, the truck was diagnosed with several major mechanical issues, such as; various engine oil leaks, A/C compressor failure, intake manifold leaks, and fuel pump problems. Fleet Services deemed it not cost effective to repair due to the major mechanical issues. The truck will be sent to auction.

Vehicle number 3166, 2001 Ford Ranger truck has 112,232 miles. The truck was scheduled for replacement in FY2011-2012; however, Fleet Services elected to postpone the purchase for an additional two years. Due to the current mechanical conditions of the truck, high mileage, and years of service, the truck will be sent to auction.

Vehicle number 3175, 2003 Chevrolet S-10 truck has 93,842 miles. The truck is scheduled for replacement in FY2013-2014. Fleet Services elected to replace this truck due to the current mechanical conditions, high mileage, and years of service. The truck will be sent to auction.

Vehicle number 3220, 2003 Chevrolet S-10 truck has 92,059 miles. The truck is scheduled for replacement in FY2013-2014. In December 2013, the truck was put out-of-service for several major mechanical issues, such as; requiring major front-end suspension repairs, radiator leaks, major engine oil leaks, and high mileage. Fleet Services deemed it not cost effective to repair and the truck will be sent to auction.

Vehicle number 3464, 2001 Ford F-250 truck has 85,185 miles. The truck was scheduled for replacement in FY2011-12; however, Fleet Services elected to postpone the purchase for another two years. Due to the current mechanical conditions of the truck and low miles, the truck will be kept as a pool vehicle in Fleet Services.

Vehicle number 3545, 1999 Chevrolet C-2500 truck has 106,454 miles. The truck was scheduled for replacement in FY2009-10. Fleet Services postponed the purchase for an additional four years due to low mileage and mechanical conditions. Due to the current mechanical conditions of the truck, high mileage, and years of service, the truck will be sent to auction.

Vehicle number 3863, 1999 GMC G-3500 truck has 91,796 miles. The truck was scheduled for replacement in FY2009-10; however, Fleet Services elected to postpone the purchase for an additional five years due to low mileage. Due to extensive roof rust damage, deteriorating mechanical conditions, and years of service, Fleet Services deemed it not cost effective to repair the truck and this will be sent to auction.

Vehicle number 3871, 2001 Ford F150 truck has 94,458 miles. The truck was scheduled for replacement in FY 2011-2012; however, Fleet Services elected to postpone the purchase for an additional two years. Due to the condition of the truck, the truck will be kept by Fleet Services to replace a loaner vehicle.

Vehicle number 3622, 2004 Chevrolet Impala car has 100,567 miles. The car is scheduled for replacement 2014-2015. The car has major engine oil leaks and intake manifold leaks. Due to the high mileage and mechanical conditions, Fleet Services deemed it not cost effective to repair the vehicle and this will be sent to auction.

Award Bid for Fleet Replacement of Eleven Vehicles

April 9, 2014

Page 3

Vehicle number 3862D12, 1995 GMC G-3500 van has 81,044 miles. The truck was scheduled for replacement in FY 2005-2006; however, Fleet Services elected to postpone the purchase for an additional five years due to low mileage and mechanical conditions. In October 2011, the truck had extensive rust damage and various mechanical issues. Fleet Services deemed it not cost effective to repair the van and was sent to auction.

Vehicle number 3408, 2000 Ford E-350 passenger van has 40,655 miles. The van was scheduled for replacement in FY2010-11; however, Fleet Services elected to postpone the purchase another two years due to low mileage and mechanical conditions. The van is utilized by Recreation and requires a Commercial Class B driver's license with passenger endorsement in order to transport passengers. The van is currently underutilized due to the license requirements therefore will be replaced with another van which requires a Commercial Class C driver's license to operate. The van will be reassigned to the Police Department.

Joe Goulart, Fleet Services Superintendent, has reviewed the bids and recommends the bid award to North County Ford as the lowest most responsive and responsible bidder who met the City's bid requirements.

Respectfully submitted,



Sheryl Bennett,
Director of Administrative Services



Joan Ryan,
Assistant Finance Director

RESOLUTION NO. 2014-41

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING CITY COUNCIL TO
APPROVE THE BID AWARD FOR THE
FLEET REPLACEMENT AND THE
PURCHASE OF ELEVEN TRUCKS/VANS TO
NORTH COUNTY FORD

WHEREAS, sufficient funds are located in the Fleet Services Vehicle Replacement Fund; and

WHEREAS, the City of Escondido duly published an invitation for bids for the fleet replacement of eleven trucks/vans to include detailed bid specifications; and

WHEREAS, request for bids for the fleet replacement and the purchase of eleven 2014-15 trucks/vans were mailed to nine vendors on February 25, 2014; and

WHEREAS, three bids were opened and evaluated on March 17, 2014; and

WHEREAS, the apparent low bid submitted by North County Ford was determined to be the lowest most responsive and responsible bid and met the City's bid specifications; and

WHEREAS, staff recommends awarding the bid to North County Ford in the amount of \$315,756.90; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to award the bid to North County Ford.

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

1. That the above recitations are true.
2. That City Council accepts the recommendation of staff and finds North County Ford to be the lowest most responsive and responsible bidder who met the City's bid specifications.
3. That the City Council is authorized to approve on behalf of the City, the bid award to North County Ford for the fleet replacement and the purchase of eleven 2014-15 trucks/vans.

ORDINANCE NO. 2014-08

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
PREZONING A SINGLE CITY-OWNED PARCEL
TOTALING 1.3 ACRES ON LAKE WOHLFORD
ROAD WITH NO MAILING ADDRESS
IDENTIFIED AS ASSESSOR PARCEL NUMBER
(APN) 240-030-2700 FROM COUNTY ZONING
TO CITY PRE-ZONING OS (OPEN SPACE)

Planning Case No. PHG 14-0002

Related Cases: PHG 14-0001

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

SECTION 1. That notice of a public hearing has been given and public
hearings have been held before the Planning Commission on March 11, 2014, and the
City Council on April 2, 2014, on this issue.

SECTION 2. That the City Council has reviewed and considered the California
Environmental Quality Act ("CEQA") Notice of Exemption prepared for this project and
has determined no significant environmental impacts will result from approving this
project.

SECTION 3. That upon consideration of the staff report, Planning Commission
recommendation, the Factors to be Considered depicted on Exhibit "A," attached to this
resolution and incorporated by this reference, and all public testimony presented at the
hearing held on this prezoning, the City Council finds that this prezoning is consistent
with the General Plan and all applicable specific plans of the City of Escondido.

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

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 10

Date: April 9, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Barbara Redlitz, Director of Community Development
Edward N. Domingue, Public Works Director/City Engineer
Danielle Lopez, Neighborhood Services Manager

SUBJECT: Public Hearing to Approve the FY 2014-2015 One-Year Action Plan for Use of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Funds

RECOMMENDATIONS:

1. Solicit and consider citizen input on the FY 2014-2015 Action Plan for use of CDBG and HOME funds;
2. Adopt Resolution No. 2014-39 approving the HOME and CDBG budgets and authorizing the Director of Community Development and Director of Public Works and City Clerk to execute contracts as appropriate; and
3. Approve the submittal of the FY 2014-2015 Action Plan to the U.S. Department of Housing and Urban Development (HUD).

In the alternative, Council may choose to modify the recommended FY 2014-2015 Action Plan for the allocation of CDBG and HOME funds.

FISCAL ANALYSIS:

The City of Escondido receives annual formula allocations of HOME and CDBG funding from HUD. All expenses for activities and administration of activities outlined in this report are paid for with HOME and CDBG funds and do not impact the City's general fund.

It is anticipated that the City of Escondido will receive approximately \$1,452,348 in CDBG entitlement funds and \$470,406 in HOME entitlement funds for FY 2014-2015. Should the actual allocation be substantially higher or lower than estimated, a public hearing will be scheduled for a future date to approve an Action Plan amendment revising the allocation amounts and/or subrecipients. The City defines a substantial change as a change that affects the location or scope of the project's funding level by greater than 25 percent for projects budgeted at more than \$100,000 or \$25,000 for projects budgeted at \$100,000 or less. Non-substantial increases or decreases to the HOME or CDBG allocations will be proportionally dispersed to current distributions.

FY 2014-2015 One-Year Action Plan for CDBG and HOME

April 9, 2014

Page 2

PREVIOUS COUNCIL ACTION:

On March 24, 2010, Council held a public hearing and approved the FY 2010-2015 Consolidated Plan and the FY 2010-2011 Action Plan for CDBG and HOME funds.

On March 26, 2014, Council held a public hearing and reaffirmed the community development priorities adopted in the FY 2010-2015 Five-Year Consolidated Plan and approved an allocation process for FY 2014-2015 CDBG funds.

BACKGROUND:

Based on community needs assessments and public participation, six community development priorities were identified and adopted as part of the FY 2010-2015 Consolidated Plan for CDBG and HOME.

In accordance with the City of Escondido's public participation plan, Council held a public hearing on March 26, 2014 and reaffirmed those priorities for FY 2014-2015. The FY 2014-2015 Action Plan for use of CDBG and HOME funds describes the specific activities the City will carry out to address those priorities during the fifth year of the five-year period.

HOME Funds

The City anticipates receiving \$470,406 in HOME funds for FY 2014-2015. Ten percent of new HOME allocation and interest, and ten percent of the projected program income derived from loan repayments (a total of \$48,310 plus a \$137,395 administrative reserve) is allocated for the City's costs of administering the program. A minimum of 15 percent of the annual allocation of HOME Program funds (\$70,560) must be reserved for the housing development activities of Community Housing Development Organizations (CHDOs). A total of five percent of the HOME grant may be used to provide operating funds to certified CHDOs, but is not required to be used for that purpose. HOME Program funds must be committed or reserved within two years and expended within five years of allocation.

FY 2013-2014 Housing Activities

A variety of programs and projects have been utilized to address the priorities of the 2010-2015 Consolidated Plan, which was adopted in March 2010. There are six adopted housing priorities, many of which overlap and could be achieved within the same activities. As adopted by the Consolidated Plan, they include: 1) increasing homeownership opportunities; 2) conserving the supply of existing ownership housing; 3) expanding the stock of affordable rental housing; 4) promoting neighborhood stability by increasing the length of stay in rental housing; 5) increasing the supply of well-designed multi-family housing units; and 6) expanding the supply of three and four bedroom rental units.

Homeownership Opportunities

Priorities 1 and 2 relate to the need for homeownership in Escondido. The rate of homeownership in Escondido is 47 percent, which is lower than the state and national averages of 54 percent and 64 percent respectively as reported by the 2012 one-year American Community Survey. These percentages have not recovered from pre-recession norms. The anticipated FY 2014-2015 One-Year Action Plan will address the need to reduce turnover rates and increase ownership within the community. The issuance of Mortgage Credit Certificates (MCCs) and Homebuyer Entry Loan Program (HELP) loans to assist first-time homebuyers in the purchase of their homes will contribute to increased stability. The five-year Consolidated Plan's objective is to assist approximately 15 households per year with HELP loans and assist three households per year with MCCs. San Diego Habitat for Humanity will begin construction on 11 town homes for first-time homebuyers on Elm Street at the end of this fiscal year, beginning to sell homes in FY 2014-15.

HELP Program

The HELP program is a City-administered first-time homebuyer program that currently provides loans up to five percent of the purchase price of a home (maximum \$25,000) to assist homebuyers earning 80 percent or less of the San Diego County area median income (currently \$64,500 for a household of four) to purchase their first home. The HELP program has been funded with HOME funds since September of 1996. In FY 2011-2012, 60 HELP loans were issued; during fiscal year 2012-2013, 8 HELP loans were issued. During the first half of FY 2013-2014, 2 loans were issued. Recent market conditions have strongly favored cash investors. The maximum loan is \$25,000; currently the average loan is \$10,717. In anticipation that the coming year will be more robust than the first half of this year, staff is allocating all the Housing Development HOME funds to the HELP program for issuance of loans for the upcoming fiscal year. It may become necessary to reevaluate the best use of funds after the fiscal year begins and the market clarifies.

Rental Housing Assistance

Priorities 3, 4, 5 and 6 relate to the improvement of the supply of rental housing in the City to meet the needs of Escondido residents. The Consolidated Plan cites overpayment for housing as a widespread housing problem in Escondido, especially among lower-income renters. Additionally, the rate of overcrowding is especially acute for large related renter households. The Consolidated Plan sets forth an objective of assisting in the provision of 23 deed-restricted rental units for families per year, four of which would be three or four bedroom units. 55 deed-restricted rental units (the Crossings) were completed in FY 2011-2012 and 36 deed-restricted units (Avocado Court) were completed in FY 2012-13. In FY 2013-2014, Council approved HOME funds to assist Solutions for Change to redevelop a blighted and underutilized property to construct 24 deed-restricted rental units.

Affordable Housing Project Development

As a strategy toward meeting related priorities, the anticipated City's FY 2014-2015 One-Year Action Plan will place an emphasis on the rehabilitation and, where appropriate, new construction of rental units. Redevelopment and rehabilitation will occur with the assistance of HOME funding and recycled Housing Set-Aside Funds, as leverage to other funding sources. During fiscal years 2012-2013 and 2013-2014, Urban Housing Communities completed and sold six manufactured home units at Mountain Shadows and Escondido Views Mobile Home Parks funded with NSP funding. In addition, San Diego Habitat for Humanity will commence self-help construction on 11 town homes for first time homebuyers, developing two lots on Elm Street adjacent to the Escondido Creek, utilizing previously committed HOME funding; these units will begin to be sold in FY 2014-2015. Solutions for Change anticipates beginning construction on 24 rental units on S. Escondido Boulevard in FY 2014-15.

Analysis of Impediments to Fair Housing (AI)

The city participates with regional partners to assess impediments to fair housing. The regional partners selected a consultant to prepare an Analysis of Impediments to Fair Housing in order to adequately assess any impediments on a regional basis. The consultant held many workshops throughout the county and provided the jurisdictions with a plan. The "San Diego Regional Analysis of Impediments to Fair Housing Choice" was reviewed and accepted by all participating jurisdictions. It was submitted to HUD in 2011 and accepted.

CDBG Funds

The City of Escondido anticipates receiving \$1,452,348 in CDBG entitlement funds for FY 2014-2015. No more than 15 percent of the entitlement funds (\$217,850) may be used for public service activities and no more than 20 percent (\$290,465) may be expended for administrative activities. There is no limit to the percentage that may be expended for capital improvement or other neighborhood revitalization activities in low and moderate income neighborhoods.

CDBG Review Process:

The City of Escondido accepts and reviews applications for CDBG funding throughout the year. A description of the CDBG funding process and application materials and resources for technical assistance are posted on the Neighborhood Services Web site and are provided by staff upon request. In accordance with the City's Consolidated Plan public participation policy, the City conducts two public hearings to solicit and consider citizen input.

To date, the City of Escondido has received three proposals from outside agencies for FY 2014-2015 CDBG funding. All three requests are for public service funds: 1.) Angel's Depot requesting \$20,000 for a senior emergency meal box program 2.) Meals on Wheels, whom we currently fund, requesting

\$15,000 for in home meal delivery to moderate and low income seniors and 3.) Solutions for Change requesting \$15,000 for coaching and mental health services for homeless families.

Staff has reviewed the applications for completeness and eligibility. Specific allocation recommendations for CDBG-funded activities are included as Appendix C.

FY 2014-2015 CDBG-Funded Activities

The Action Plan describes all the activities the City will carry out during fiscal year 2014-2015 to address the priorities of the Consolidated Plan. The priority areas are youth, economic development, transportation for seniors, neighborhood revitalization, homelessness, and ADA improvements to public facilities. Specific activities recommended for FY 2014-2015 funding are described below. Specific allocation recommendations for these activities are included as Appendix C.

Proposed Capital Improvement and Neighborhood Revitalization Activities

CDBG-Funded Code Enforcement

CDBG-funded neighborhood revitalization efforts would include funding two part-time Code Enforcement Officers to work in commercial areas of CDBG-eligible census tracts. The officers would address code issues relating to business licensing, illegal signage, and other appearance and compliance issues generally associated with commercial areas.

Elm Street Improvement Project

This project will include full street improvements consisting of new curbs, gutters, retaining walls, sidewalks, street lights and new surfacing of the street on Elm Street, between Washington and the creek trail.

Grants to Blocks

Implemented to address the neighborhood revitalization priority, this program addresses the need to fund multiple, small neighborhood revitalization projects such as the Neighborhood Clean-ups or the Right-of-Way Enhancement Program as well as support neighborhood organization efforts in low income neighborhoods.

Graffiti Removal

The Graffiti Removal Project, also implemented to address the revitalization priority and carried out by city staff, provides funding for graffiti removal in qualifying low income census tracts and applies only to private properties. CDBG funds can be used to remove graffiti from private homes, garages, fences and exterior surfaces of privately owned businesses.

Project NEAT

Project NEAT (Neighborhood Enhancement, Awareness and Training) addresses the neighborhood revitalization priority. The goal of Project NEAT is to improve the appearance and safety of neighborhoods through mediation, education, and fostering relationships with neighbors. Project NEAT works with Escondido's organized neighborhood groups to resolve potential code compliance issues, mostly with regard to yard maintenance and other appearance-related issues, before they reach the level of code enforcement cases.

Proposed Public Service Activities

The FY 2014-2015 Action Plan includes activities which address the priorities of the Consolidated Plan. Staff recommends continued funding for the following programs.

- Learn to Swim program, providing water safety training to low income youth and adults in the Mission Park area;
- Exceptional Promise scholarship program, providing opportunities for low and moderate income individuals to participate in activities offered by the Escondido Recreation Division which might otherwise be economically unfeasible;
- Bi-lingual, workforce-oriented computer training classes;
- Workforce-oriented computer lab at the Escondido Public Library;
- Food 4 Kids Backpack program providing 50 very low income students at Lincoln Elementary with backpacks full of healthy food each week;
- Older-Adult services provided by the City's Community Services Department, including a low-cost transportation program, Senior Nutrition and CARE Program at the Joslyn Senior Center;
- Meal delivery services for homebound seniors and people with disabilities;
- Regional Winter Shelter, which serves homeless men and women during the cold winter months.

Based on the anticipated FY 2014-2015 CDBG allocation, the 15% maximum public service cap and staff recommendations for funding of current activities, \$15,000 will be available that may be used for new public service activities.

The maximum allowable allocation for administration of the CDBG program (20%) is also included in the FY 2014-2015 Action Plan allocation recommendations per Council's recommendations at the March 26, 2014 public hearing.

The FY 2014-2015 Action Plan for CDBG and HOME is currently available for a 30-day public review and comment period, from March 26 - April 25, on the City's Web site www.escondido.org and upon request from the Neighborhood Services Division. Public input received will be incorporated into the final Action Plan document which will be submitted to HUD in May 2014.

Respectfully submitted,



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



Barbara Redlitz
Director of Community Development



Danielle Lopez
Neighborhood Services Manager



Karen Youel
Management Analyst

Appendix C

Activity	Description	Provider	FY 2013-2014 Allocation	Proposed FY 2014-2015 Allocation
CDBG Administration	Manage and administer CDBG program, including planning, regulatory compliance, contract administration, and fiscal management.	City of Escondido	\$282,817	\$262,919
Fair Housing Services	HUD-mandated activity to affirmatively further fair housing. Provides accessible education and mediation services for Escondido tenants and landlords, ensuring equal opportunity in housing, and increasing awareness of fair housing laws. CDBG allocation is leveraged with \$16,000 provided by Housing Division.	North County Lifeline	\$13,773	\$27,546
		TOTAL	\$296,590	\$290,465

Appendix C

Activity	Description & Consolidated Plan Priority Addressed	Provider	FY 2013-2014 Allocation	Proposed FY 2014-2015 Allocation
In-Home Meal Delivery	Daily meal delivery for homebound seniors to reduce the need for transportation services. (Priority: Senior Transportation)	Meals on Wheels	\$11,875	\$15,000
Learn to Swim	Aquatics program at Washington Pool promoting water safety within an ethnically diverse, low income neighborhood. (Priority: Youth)	City of Escondido Recreation	\$24,225	\$24,500
Exceptional Promise Scholarship Program	Scholarship fund for low-and moderate-income individuals for whom participation in recreation activities might normally be economically unfeasible (Priority: Youth)	City of Escondido Recreation	\$21,375	\$21,500

Appendix C

Activity	Description & Consolidated Plan Priority Addressed	Provider	FY 2013-2014 Allocation	Proposed FY 2014-2015 Allocation
Workforce Assistance Computer Lab	Workforce-oriented computer access at the library for individuals seeking job information, filling out online job applications, writing résumés, applying online for unemployment benefits, locating housing and finding out about other workforce-related community resources, (Priority: Economic Development)	Escondido Public Library	\$14,060	\$14,500
Senior Transportation Program	A coordinated transportation system, including door-to-door assisted transportation for low-income older adults to shop for groceries and prescriptions, visit health care providers and attend other vital appointments. Priority: Senior Transportation	City of Escondido Older Adult Services	\$23,655	\$24,000
Senior Nutrition Program	Provide nutritionally balanced hot meals to seniors at the Joselyn Senior Center. (Priority: Senior Transportation)	City of Escondido Older Adult Services	\$45,125	\$45,500

Appendix C

Activity	Description & Consolidated Plan Priority Addressed	Provider	FY 2013-2014 Allocation	Proposed FY 2014-2015 Allocation
Senior CARE Program	Case management services to low-income seniors to reduce transportation needs to meet daily living requirements and to prevent or delay the need for institutionalization. (Priority: Senior Transportation)	City of Escondido Older Adult Services	\$5,700	\$6,500
Bilingual Computer Training	Bilingual computer classes focused on job-readiness targeted to Mission Park Area and Neighborhood Group residents (Priority: Economic Development)	City of Escondido Recreation	\$8,265	\$8,000
Food 4 Kids Backpack Program	Provides discrete backpacks filled with healthy, easy to prepare meals to very low income students at Lincoln Elementary. (Priority: Youth)	San Diego Food Bank	\$10,715	\$10,000
Winter Shelter	Operational support for a coordinated Regional Winter Shelter providing shelter and case management services for homeless persons in Escondido. (Priority: Homelessness)	North County Community Services	\$31,635	\$33,000

Appendix C

Activity	Description & Consolidated Plan Priority Addressed	Provider	FY 2013-2014 Allocation	Proposed FY 2014-2015 Allocation
Emergency Meal Boxes	Provide emergency meal boxes for extremely low income elderly living in Escondido. (Priority: Senior Transportation)	Angel's depot	\$0	
Solutions for Change	Comprehensive coaching and mental health services for homeless families	Solutions for Change	\$0	
		TOTAL	\$196,630	\$202,500

Appendix C

UNCAPPED FUNDS
NO MAX

Activity	Description & Consolidated Plan Priority Addressed	Provider	FY 2013-2014 Allocation	Proposed FY 2014-2015 Allocation
Code Enforcement	Code enforcement in commercial areas of CDBG-eligible census tracts to address code issues relating to business licensing, illegal signage and other appearance and compliance issues generally associated with commercial areas. (Priority: Neighborhood Revitalization)	City of Escondido Code Enforcement Division	\$60,000	\$60,000
Elm St/Habitat for Humanity	Full street improvements consisting of new curbs, gutters, retaining walls, sidewalks, street lights and new surfacing of streets in public rights of way on Elm Street between Washington and the Escondido Creek Trail done in conjunction with the Habitat for Humanity townhome project in the same location, incorporating elements to facilitate future revitalization of the Escondido Creek Trail. (Priority: Neighborhood Revitalization)	City of Escondido Neighborhood Services Division	\$0	\$594,033

Appendix C

UNCAPPED FUNDS
NO MAX

Activity	Description & Consolidated Plan Priority Addressed	Provider	FY 2013-2014 Allocation	Proposed FY 2014-2015 Allocation
Project NEAT	Project NEAT (Neighborhood Enhancement, Awareness and Training) improves the appearance and safety of neighborhoods through mediation, education and fostering relationships with neighbors. Staff works with Escondido's organized neighborhood groups to resolve potential code compliance issues, mostly with regard to yard maintenance and other appearance-related issues, before they reach the level of code enforcement cases. (Priority: Neighborhood Revitalization)	City of Escondido Neighborhood Services Division	\$50,000	\$50,000
Graffiti Removal	Graffiti removal, on private property, in qualifying low income census tracts. CDBG funds can be used to remove graffiti from private homes, garages, fences and exterior surfaces or privately owned businesses.	City of Escondido Operations Division	\$90,000	\$90,000

Appendix C

UNCAPPED FUNDS
NO MAX

Activity	Description & Consolidated Plan Priority Addressed This program addresses the need to fund multiple, small neighborhood revitalization projects such as the Neighborhood Clean-ups or the Right-of-Way Enhancement Program as well as support of neighborhood organization efforts in low-income neighborhoods. (Priority: Neighborhood Revitalization)	Provider	FY 2013-2014 Allocation	Proposed FY 2014-2015 Allocation
Grants to Blocks		City of Escondido Neighborhood Services division	\$150,000	\$150,000
		TOTAL	\$350,000	\$944,033

Appendix C

City of Escondido Proposed FY 2014-2015 CDBG Allocations Estimated Allocation: \$1,452,348

Administration - 20% cap of allocation (\$290,465 max.)	
CDBG Administration	\$262,919
Fair Housing	\$27,546
Total	\$290,465
Public Service - 15% cap of total available (\$217,850 max.)	
Learn to Swim	\$24,500
Exceptional Promise Scholarship	\$21,500
Workforce Assistance Computer Lab	\$14,500
Senior Transportation	\$24,000
Senior Nutrition	\$45,500
Senior CARE	\$6,500
Bilingual Computer Training	\$8,000
In Home Meal Delivery	\$15,000
Food 4 Kids Backpack Program	\$10,000
Winter Shelter	\$33,000
Angels Depot	
Winter Shelter	
Total	\$202,500
Uncapped Capital Improvement & Other Neighborhood Revitalization Activities - (No max.)	
Elm Street Improvements	\$594,033
Code Enforcement	\$60,000
Grants to Blocks	\$150,000
Project Neat	\$50,000
Graffiti Removal	\$90,000
Total	\$944,033

Total CDBG Allocations

\$1,436,998

RESOLUTION NO. 2014-39

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
ADOPTING THE HOME AND CDBG
BUDGETS FOR FISCAL YEAR 2014-2015
AND AUTHORIZING THE COMMUNITY
DEVELOPMENT DIRECTOR, THE PUBLIC
WORKS DIRECTOR, AND THE CITY CLERK
TO EXECUTE AGREEMENTS FOR USE OF
HOME AND COMMUNITY DEVELOPMENT
BLOCK GRANT FUNDS

WHEREAS, the City is a recipient of HOME Investment Partnerships Program and Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Urban Development; and

WHEREAS, a total of 15% of HOME funds received by the City must be used for the provision of affordable housing by eligible Community Housing Development Organizations ("CHDOs"); and

WHEREAS, a total of 10% of the HOME funds received by the City may be used for administration; and

WHEREAS, the remaining HOME funds (75%) received by the City may be used for Housing Development; and

WHEREAS, the City Council desires at this time, and deems it to be in the best public interest, to adopt the HOME budget for FY 2014-2015, attached as Exhibit "A" and incorporated by this reference.

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

1. That the above recitations are true.
2. That the HOME budget and administration of its programs for the period of July 1, 2014, through June 30, 2015 inclusive, contained in the FY 2014-2015 HOME Investment Partnership Program Budget Document, attached as Exhibit "A," is adopted as the final budget for the 2014-2015 fiscal year.
3. That non-substantial changes to the HOME budget within 25%, whether above or below the projected allocation, will be proportionally dispersed to current distributions.
4. That the budget includes proposed expenditures of the City for the provision of affordable housing and proposed expenditures of CHDOs for the provision of affordable housing.
5. That the budget also reflects the work program for the coming year based on the City's Action Plan for FY 2014-2015 which identifies the Housing goals and priorities, established in the 2010-2015 Consolidated Plan, and which examines the City's achievements in the previous year's work program.
6. That the Public Works Director and the City Clerk are hereby authorized to execute contracts with the following providers for use of CDBG funds in the following amounts, attached as Exhibit "B" to this resolution and incorporated by this reference, using the general form of contract, attached as Exhibit "C", and incorporated by this

reference, subject to minor adjustments as may be approved by the Director and subject to final approval as to form by the City Attorney.

HOME INVESTMENT PARTNERSHIPS PROGRAM FY 2014

SUMMARY OF HOME FUNDING CATEGORIES

FUNDING CATEGORY	AMOUNT AVAILABLE
2014 Allocation	\$470,405
Interest	12,700
Loan Repayments	<u>125,000</u>
TOTAL AVAILABLE FUNDS	\$608,105
<i>10% of Allocation and Interest</i>	\$ 48,310
<i>10% of Program Income ¹</i>	<u>137,395</u>
City's Administrative Cost	\$185,705
<u>Mandatory</u>	
CHDO Set-Aside (15% of allocation)	\$70,560
Housing Development	\$351,840
TOTAL EXPENDITURES	\$608,105

¹ Generated from Loan Repayments received in the previous fiscal year

Exhibit B

City of Escondido Proposed FY 2014-2015 CDBG Allocations
Estimated Allocation: \$1,452,348

Administration - 20% cap of allocation (\$290,465 max.)	
CDBG Administration	\$262,919
Fair Housing	\$27,546
Total	\$290,465
Public Service - 15% cap of total available (\$217,850 max.)	
Learn to Swim	\$24,500
Exceptional Promise Scholarship	\$21,500
Workforce Assistance Computer Lab	\$14,500
Senior Transportation	\$24,000
Senior Nutrition	\$45,500
Senior CARE	\$6,500
Bilingual Computer Training	\$8,000
In Home Meal Delivery	\$15,000
Food 4 Kids Backpack Program	\$10,000
Winter Shelter	\$33,000
Angels Depot	
Solutions for Change	
Total	\$202,500
Uncapped Capital Improvement & Other Neighborhood Revitalization Activities - (No max.)	
Elm Street Improvements	\$594,033
Code Enforcement	\$60,000
Grants to Blocks	\$150,000
Project Neat	\$50,000
Graffiti Removal	\$90,000
Total	\$944,033

Total CDBG Allocations

\$1,436,998

Exhibit C

AGREEMENT

BETWEEN THE CITY OF ESCONDIDO AND

XXX

FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

This Agreement, made and entered into by and between the City of Escondido, a municipal corporation of the state of California, hereinafter "CITY," and **XXX**, hereinafter "SUBRECIPIENT."

WITNESSETH:

RECITALS:

1. CITY is recipient of funds from the United States Department of Housing and Urban Development (hereinafter "HUD") pursuant to Title I of the Housing and Community Development Act of 1974 (41 U.S.C. 5301-5320) as amended (hereinafter "ACT").
2. CITY has approved the provision of federal funds under the Act to be used by the SUBRECIPIENT as provided in its "Work Plan," attached hereto as Attachment "A" and as further modified by any negotiated Statement of Work.
3. SUBRECIPIENT represents that it shall perform the work as set forth in the Work Plan and Statement of Work.
4. SUBRECIPIENT warrants that it has the expertise and experience to perform the work set forth in the Work Plan and Statement of Work.
5. SUBRECIPIENT represents that it shall perform the work as set forth in the Work Plan and Statement of Work pursuant to the "Budget," attached hereto as Attachment "B" and incorporated herein by reference.
6. CITY shall provide Community Development Block Grant "CDBG" funds to the SUBRECIPIENT in the amount set forth in the Budget, and pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and based on the mutual covenants below, the parties hereby agree as follows:

1. The term of this Agreement shall be FY 2014-2015 (July 1, 2014 – June 30, 2015).
2. Upon the termination or expiration of the term of this Agreement, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of such termination or expiration and any accounts receivable attributable to the use of CDBG funds.

A. SUBRECIPIENT OBLIGATIONS

1. Use of Funds. SUBRECIPIENT agrees to use federal funds provided by CITY to SUBRECIPIENT pursuant to the provisions of this Agreement, the Work Plan and Statement of Work, and Budget for said program. SUBRECIPIENT'S failure to perform as required may, in addition to other remedies set forth in this Agreement, result in readjustment of the amount of funds CITY is otherwise obligated to pay to SUBRECIPIENT under Section B hereof.

SUBRECIPIENT agrees to use said funds to pay for necessary and reasonable costs to operate said program. Said amount shall include wages, administrative costs, employee benefits comparable to other similarly situated employees, and other allowable program costs as detailed in the Budget.

If SUBRECIPIENT uses the federal funds provided by CITY for the purpose of acquisition of real property or to reduce the cost of financing of acquisition of real property, there shall be no alteration of the use of the real property so acquired and no additional encumbrances placed on such property during the period of this agreement without the prior written consent of CITY, which consent shall not be unreasonably withheld.

SUBRECIPIENT shall, upon receipt of such federal funds for the purpose of acquiring or improving real property, cause a Deed of Trust, secured by a Promissory Note, to be executed and recorded, in favor of the CITY, for the amount of the federal funds provided by the CITY.

If SUBRECIPIENT uses federal funds provided by the CITY as set out in the preceding paragraph, and further encumbers the real property acquired without first giving notice to the CITY, and obtaining the CITY's written consent, which consent shall not be unreasonably withheld, such action on the part of the SUBRECIPIENT will be cause for termination or revocation of this Agreement and reversion of assets as delineated in paragraph A.(15.) or collection on any Promissory Note executed in favor of the CITY.

2. Statement of Work. SUBRECIPIENT represents that it will negotiate a Statement of Work in accordance with the Work Plan that will include an accurate schedule for performance and completion of the work. These items shall be in sufficient detail to provide a sound basis for the City to effectively monitor performance under the Agreement.
3. Budget. SUBRECIPIENT represents that the Budget includes only allowable costs and an accurate analysis of costs applicable to CDBG funds pursuant to 24 CFR 570.502, which includes requirements for compliance with the following in addition to other requirements:

- a. If SUBRECIPIENT is a governmental entity, Office of Management and Budget ("OMB") Circular Nos. A-87, A-128 (24 CFR Part 44), and with certain sections of 24 CFR Part 85; or
- b. If SUBRECIPIENT is not a governmental entity, OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations" or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and certain Attachments to OMB Circular No. A-110 (A, B, C, F, N, H & O).

These items shall be in sufficient detail to provide a sound basis for the City to effectively monitor performance under the Agreement.

4. Records and Reports. The SUBRECIPIENT shall maintain records and reports as required by Federal Regulation 24 CFR 570.506, 570.503, OMB A-110, and 24 CFR 85.32-34 which may include but are not limited to:

a. Records.

- (1) Documentation providing a full description of the activity undertaken.
- (2) Documentation demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program.
- (3) Documentation of the number, race and income level of persons and/or families participating in or benefiting the SUBRECIPIENT'S program.
- (4) Documentation of all CDBG funds received from CITY.
- (5) Documentation of expenses as identified in the Budget.
- (6) Property and equipment acquisition, management and disposition documentation.
- (7) Any such other related records as CITY shall require.

b. Reports.

- (1) Payment Request/Invoice
- (2) Quarterly Performance and Demographic Reports
- (3) Final Evaluation Report
- (4) Any such other reports as CITY shall reasonably require.

5. Program Income. Transfers of grant funds by the City to the SUBRECIPIENT shall be adjusted according to the principles described in 24 CFR 570.504(b)(2)(i) and (ii), and 24CFR570.504(2)(i). Any program income on hand when this Agreement expires, or received after this Agreement's expiration, shall be paid to the CITY as required by Section A-15 of this Agreement and 24 CFR 570.503(b)(8).

6. Uniform Administrative Requirements. The SUBRECIPIENT shall comply with applicable uniform administrative requirements as described in 24 CFR 570.502, OMB Circular A-133 and 24 CFR 570 Subpart K.
7. Separation of Accounts. All funds received by SUBRECIPIENT from City pursuant to this Agreement shall be maintained separate and apart from any other fund of SUBRECIPIENT or of any principal or member of SUBRECIPIENT in an account in a federally insured banking or savings and loan institution. No monies shall be withdrawn from such account except for expenditures authorized by this Agreement.
8. Retention of Records. All accounting records and evidence pertaining to all costs of SUBRECIPIENT and all documents related to this Agreement shall be kept available at SUBRECIPIENT'S office or place of business for the duration of the Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (b) costs and expenses of this Agreement to which CITY or any other governmental agency takes exception, shall be retained beyond the three (3) years until resolution or disposition of such appeals, litigation claims, or exceptions.
9. Compliance with Applicable Laws. SUBRECIPIENT agrees to comply fully with all applicable federal, state and local laws, ordinances, regulations, and permits including but not limited to federal CDBG financial and contractual procedures, and OMB Circular Nos. A-87, A-122, and A-110 with Attachments A, B, C, F, H, N, and O, as set forth in 24 CFR 570.502(b). Said federal documents are on file in the City of Escondido Community Development Block Grant Division, 201 N. Broadway, Escondido, CA 92025, and are incorporated herein by reference. The SUBRECIPIENT shall secure any new permits required by authorities herein with jurisdiction over the project, and shall maintain all presently required permits. The SUBRECIPIENT shall ensure that the requirements of the California Environmental Quality Act are met for any permits or other entitlements required to carry out the terms of this Agreement.

SUBRECIPIENT agrees to comply fully with all applicable federal, state and local laws, ordinances, regulations, and permits regarding provision of services to non-U.S. citizens.

No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the

making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10. Affirmative Action Policy.

a. Provision of Program Services.

- (1) SUBRECIPIENT shall not, on the ground of race, color, national origin, sex or disability, exclude any person from participation in, deny any person the benefits of, or subject any person to discrimination under any program or activity funded in whole or in part with CDBG funds.
- (2) SUBRECIPIENT shall not, under any program or activity funded in whole or in part with CDBG funds, on the ground of race, color, national origin, sex or disability:
 - (a) Deny any facilities, services, financial aid or other benefits provided under the program or activity.
 - (b) Provide any facilities, services, financial aid or other benefits which are different or are provided in a different form from that provided to others under the program or activity.
 - (c) Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity.
 - (d) Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
 - (e) Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity as an employee.

- (f) Deny an opportunity to participate in a program or activity as an employee.
- (3) SUBRECIPIENT may not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, color, national origin, sex or disability, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, sex or disability.
- (4) SUBRECIPIENT, in determining the site or location of housing or facilities provided in whole or in part with CDBG funds, may not make selections of such site or location which have the effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination on the ground of race, color, national origin, sex or disability, or which have the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Civil Rights Act of 1964 and amendments thereto.
- (5)
 - (a) In administering a program or activity funded in whole or in part with CDBG funds regarding which the SUBRECIPIENT has previously discriminated against persons on the ground of race, color, national original, sex or disability, the SUBRECIPIENT must take affirmative action to overcome the effects of prior discrimination.
 - (b) Even in the absence of such prior discrimination, a SUBRECIPIENT in administering a program or activity funded in whole or in part with CDBG funds should take affirmative action to overcome the effects of conditions which would otherwise result in limiting participation by persons of a particular race, color, national origin, sex or disability, to exclude individuals from participation in, to deny them the benefits of, or to subject them to discrimination under any program or activity to which CDBG funding applies, the SUBRECIPIENT has an obligation to take reasonable action to remove or overcome the consequences of the prior discriminatory practice or usage, and to accomplish the purpose of the Civil Rights Act of 1964.
 - (c) A SUBRECIPIENT shall not be prohibited by this part from taking any eligible action to ameliorate any imbalance in services or facilities provided to any geographic area or specific group of

persons within its jurisdiction where the purpose of such action is to overcome prior discriminatory practice or usage.

- (6) Notwithstanding anything to the contrary in Sections A.10.a(1-5), nothing contained herein shall be construed to prohibit any SUBRECIPIENT from maintaining or constructing separate living facilities or rest room facilities for the different sexes. Furthermore, selectivity on the basis of sex is not prohibited when institutional or custodial services can properly be performed only by a member of the same sex as the recipients of the services.

b. Employment Discrimination.

- (1) SUBRECIPIENT shall not discriminate against any employee or application for employment because of race, color, religion, sex, national origin, age or disability. SUBRECIPIENT shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (2) SUBRECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.
- (3) SUBRECIPIENT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contractor understanding, a notice to be provided by CITY'S contracting officers advising the labor union or workers' representative of SUBRECIPIENT'S commitments under Section 202 of Executive Order No. 11246 of September 14, 1965, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

- (4) SUBRECIPIENT shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) SUBRECIPIENT shall furnish to the CITY all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the related rules, regulations, and orders.
- (6) In the event of SUBRECIPIENT'S failure to comply with any rules, regulations, or orders required to be complied with pursuant to this Agreement, CITY may cancel, terminate, or suspend in whole or in part its performance and SUBRECIPIENT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) SUBRECIPIENT shall include the provisions of Section A.10.B, "Affirmative Action Policy," Paragraphs 1 through 6, in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. SUBRECIPIENT shall take such action with respect to any subcontractor or purchase order as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event SUBRECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY, SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.
- (8) SUBRECIPIENT shall not discriminate on the basis of age in violation of any provision of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to any otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). SUBRECIPIENT shall also provide ready access to and use of all CDBG fund assisted buildings and programs to qualified persons with disabilities in compliance with the Americans with Disabilities Act of 1990.
- (9) SUBRECIPIENT will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The grantee's policy of maintaining a drug-free workplace.
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs.
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - 1) Abide by the terms of the statement.
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- (e) Notifying the agency, in writing, within ten (10) calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- (f) Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended;

OR

- 2) Requiring such employee to participate satisfactorily in a drug-abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a)-(f).
- (h) "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15). "Conviction" means a finding of guilt (through a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

"Criminal drug statute" means a federal or nonfederal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.

"Employee" means the employee of a SUBRECIPIENT directly engaged in the performance of work under this contract including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under this contract and who are not on the SUBRECIPIENT'S payroll. This definition does not include workers not on the payroll of the SUBRECIPIENT (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the payroll; or employees of SUBRECIPIENTS or subcontractors in covered workplaces).

- c. Remedies. In the event of SUBRECIPIENT'S failure to comply with any rules, regulations, or orders required to be complied with pursuant to this Agreement, the CITY may cancel, terminate, or suspend in whole or in part its performance and SUBRECIPIENT may be declared ineligible for further government

contracts and any such other sanctions as may be imposed and remedies invoked as provided by law.

11. Ineligibility of Subrecipients of Contractors. SUBRECIPIENT shall not use CDBG funds directly or indirectly in its operations or to employ, award contracts to, or otherwise engage the services of, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status of the SUBRECIPIENT or such contractor under the provisions of 24 CFR Part 24.
12. Conflict of Interest. In the procurement of supplies, equipment, construction and services by SUBRECIPIENT, the conflict of interest provisions in Attachment O of OMB Circular No. A-110 and 24 CFR 570.611 shall apply.
13. Condition for Religious Organization. SUBRECIPIENT shall comply with all applicable conditions prescribed in 24 CFR 570.200(j) and by HUD for the use of CDBG funds by religious organizations if SUBRECIPIENT is a religious organization.
14. Suspension and Termination. In accordance with 24 CFR 85.43, suspension or termination may occur if SUBRECIPIENT materially fails to comply with any term of this Agreement and/or the award, of this Agreement and/or the award may be terminated for convenience in accordance with 24 CFR 85.44.
15. Reversion of Assets. Upon termination or expiration of the term of this Agreement, the SUBRECIPIENT shall transfer to the CITY any CDBG funds on hand at the time of such termination or expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the SUBRECIPIENT'S control that was acquired or improved in whole or in part with CDBG funds shall either be:
 - a. Used to meet one of the national objectives stated in 24 CFR 570.208 until five (5) years after termination or expiration of this Agreement, or for such longer periods of time as determined to be appropriate by the CITY; or
 - b. Disposed of in a manner that results in the CITY'S being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Reimbursement to the CITY shall not be required after the period of time specified in Section A.15.a of this Agreement.
16. Independent Contractor. SUBRECIPIENT agrees that the performance of obligations hereunder are rendered in its capacity as an independent contractor and that it is in no way an employee or agent of the CITY.
17. Licensing. SUBRECIPIENT agrees to obtain and maintain all licenses, registrations, accreditations, and inspections from all agencies governing its operations. SUBRECIPIENT shall insure that its staff shall also obtain and maintain all required

licenses, registrations, accreditations, and inspections from all agencies governing SUBRECIPIENT'S operations hereunder.

18. Inspection of Records. CITY and the United States government and/or their representatives shall have access for purposes of monitoring, auditing, and examining SUBRECIPIENT'S activities and performance, to books, documents and papers, and the right to examine records of SUBRECIPIENT'S subcontractors, bookkeepers and accountants, employees and participants in regard to said program. CITY and the United States government and/or their representative shall also schedule on-site monitoring at their discretion. Monitoring activities may also include, but are not limited to, questioning employees and participants in said program and entering any premises or any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SUBRECIPIENT are kept. Nothing herein shall be construed to require access to any privileged or confidential information as set forth in federal or state law.

SUBRECIPIENT agrees to provide notification of any audits or investigations, including copies of results, findings, and/or liens.

In the event SUBRECIPIENT does not make the above-referenced documents available within the City of Escondido, California, SUBRECIPIENT agrees to pay all necessary and reasonable expenses incurred by CITY in conducting any audit at the location where said records and books of account are maintained.

19. Assignability. SUBRECIPIENT shall not assign or transfer any interest in this Agreement, whether by assignment, delegation or novation, without the prior written consent of CITY; provided, however, that claims for money due or to become due to SUBRECIPIENT from CITY under this Agreement may be assigned to a bank, trust company or other financial institution, or to a trustee in bankruptcy, without such approval. Any assignment, delegation or novation other than as provided above shall be void and inoperative. Notice of any proper assignment or transfer shall be promptly furnished to CITY.

20. Hold Harmless.

- a. SUBRECIPIENT shall indemnify and save harmless CITY, its officers and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of CITY, and shall defend, indemnify and save harmless CITY, its officers, and employees from and against any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation,

workers' compensation claims, resulting from or arising out of the negligent acts, errors or omissions of SUBRECIPIENT, its employees or subcontractors.

- b. SUBRECIPIENT, shall indemnify and save harmless CITY, its officers, and employees from and against any and all damages to property or injuries to or death of any person or persons, including property, and employees or agents of CITY, and shall defend, indemnify and save harmless CITY, its officers, and employees from and against any and all claims, demands, suits, actions or proceedings therefrom, resulting from or arising out of the intentional or malicious acts of SUBRECIPIENT, its employees or subcontractors.

21. Insurance.

- a. The SUBRECIPIENT shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
- (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
 - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 8(b) below; and
 - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
 - (4) Errors and Omissions professional liability insurance with minimum coverage of \$1,000,000.
- b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. SUBRECIPIENT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the SUBRECIPIENT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by SUBRECIPIENT _____

Waiver appropriate by CITY _____

- c. Each insurance policy required above must be acceptable to the City Attorney.
- (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
 - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
 - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The CITY includes its officials, employees, and volunteers. The endorsement must be ISO Form CG 20 10 11 85 edition or its equivalent for General Liability endorsements and CA 20 01 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from SUBRECIPIENT'S work, including its on-going operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
- d. In executing this Agreement, SUBRECIPIENT 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.

B. CITY OBLIGATIONS

1. Payment of Funds. CITY shall pay to SUBRECIPIENT from CDBG funds, when, if and to the extent received from HUD, amounts expended by SUBRECIPIENT in carrying out said program pursuant to this Agreement up to a maximum aggregate payment of \$x,xxx in installments determined by CITY. Payment shall be made to SUBRECIPIENT through the submission of monthly invoices, in a form prescribed by CITY, detailing such expenses. CITY shall pay such invoices within thirty (30) days after receipt thereof, provided CITY is satisfied that such expenses have been incurred within the scope of this Agreement and that SUBRECIPIENT is in compliance with the terms and conditions of this Agreement.
2. Audit of Account. CITY shall include an audit of the account maintained by SUBRECIPIENT pursuant to Section A.8 of this Agreement in CITY'S annual audit of all CDBG funds pursuant to federal regulations found in Title 24 of the Code of Federal Regulations and other applicable federal laws and regulations.

C. MISCELLANEOUS PROVISIONS.

1. Termination of Agreement. CITY or SUBRECIPIENT may terminate this Agreement by giving written notice to the other party thirty (30) days prior to the effective date of termination. Additionally, the CITY shall have the right, in accordance with 24 CFR 85.43, to terminate this Agreement immediately or withhold payment of any invoice for failure of the SUBRECIPIENT to comply with the terms and conditions of this Agreement. Should the CITY decide to terminate this Agreement after a full evaluation of all circumstances has been completed, the SUBRECIPIENT shall, upon written request, have the right to an appeal process. A copy of the appeal process will be attached to any termination notice.

If the CITY finds that the SUBRECIPIENT has violated the terms and conditions of this Agreement, the SUBRECIPIENT may be required to:

- a. repay all monies received from the CITY under this Agreement; and/or
- b. transfer possession of all materials and equipment purchased with grant money to the CITY.

In the case of early termination, a final payment may be made to the SUBRECIPIENT upon receipt of a final payment may be made to the SUBRECIPIENT upon receipt of a Final Report and invoices covering eligible costs incurred prior to termination. The total of all payments, including the final payment, shall not exceed the amount specified in this Agreement.

2. Notices. All notices to the parties required by this Agreement shall be in writing and addressed as follows:

TO CITY: City of Escondido
Neighborhood Services Division
201 N. Broadway
Escondido, CA 92025

TO SUBRECIPIENT: **Subrecipient Name**
Address

3. Exclusivity and Amendment of Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the services of SUBRECIPIENT and provision of CDBG funds by CITY and contains all the covenants and agreements between the parties with respect to the conditions of said services and funding in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement or amendment hereto

shall be effective unless executed in writing and signed by both CITY and SUBRECIPIENT.

4. Laws Governing This Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state of California, all applicable federal statutes and regulations as amended, and all applicable local laws.
5. Severability. The invalidity in whole or in part of any provision of this agreement shall not void or affect the validity of any other provisions of this Agreement.
6. Construction of Agreement. The provisions of this Agreement and its Exhibits shall be construed as a whole. The captions preceding the text of each section are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement.
7. E-Verify Participation. CONTRACTOR agrees to enroll in and begin use of the United States Department of Homeland Security's ("DHS") E-Verify program ("E-Verify") within thirty (30) days of the execution of this Agreement to confirm employment eligibility of all of CONTRACTOR'S potential new hires. CONTRACTOR agrees and understands that E-Verify enrollment requires CONTRACTOR to sign a Memorandum of Understanding ("MOU") with DHS which provides the E-Verify terms of use. Any violation of the MOU by CONTRACTOR is grounds for DHS' termination of CONTRACTOR'S participation in the E-Verify program. Any such termination by DHS shall constitute grounds for City's immediate termination of this Agreement.

IN WITNESS WHEREOF, CITY and SUBRECIPIENT have caused this Agreement to be executed by their duly authorized representatives.

SUBRECIPIENT

By _____ Date: _____
Executive Director

By _____ Date: _____
President of Board of Directors
(above signatures must be notarized)

CITY OF ESCONDIDO

By _____ Date: _____
Edward N. Domingue
Director of Public Works/City Engineer

By _____ Date: _____
Diane Halverson, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
Jeffrey R. Epp, City Attorney

By: _____

CITY COUNCIL

For City Clerk's Use:

☐ APPROVED ☐ DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 11

Date: April 9, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Barbara J. Redlitz, Director of Community Development

SUBJECT: Tentative Subdivision Map and Condominium Permit for the Development of Eleven Affordable Condominium Units in the R-3-18 Zone, Located on the Western Side of Elm Street, Between Washington Avenue and Escondido Creek, Addressed as 537 North Elm Street (SUB 12-0014)

STAFF RECOMMENDATION:

It is requested that Council adopt Resolution 2014-32 approving the Tentative Subdivision Map and Condominium Permit and certifying the environmental determination.

PLANNING COMMISSION RECOMMENDATION:

On March 25, 2014, the Planning Commission recommended approval of the proposed Tentative Subdivision Map and Condominium Permit (4-0; Weber and Johns were absent).

PROJECT DESCRIPTION:

San Diego Habitat for Humanity (SDHFH) is proposing a one-lot Tentative Subdivision Map and a Condominium Permit for the development of eleven affordable, condominium units on two vacant parcels totaling 0.96-acre in the R-3-18 (Multi-family residential, up to 18 units per acre) zone. The units will be available to first-time homebuyer residents who earn up to \$64,500 for a family of four, which is 80% of the area median income (AMI), which is \$72,300. All units would be two-story with 1,330 SF and three bedrooms, with 190 SF private, fenced yards and commonly maintained landscaped areas. One unit would be a detached, disabled-accessible unit and the remaining ten units would be arranged as attached duplexes.

The project also involves a request for Density Bonus development concessions as permitted by State law, including a reduced parking ratio and a reduction in the front-yard and side-yard setbacks for two parking spaces. The project would take access from a new, private, one-way access drive from Elm Street. Twenty-three on-site parking spaces would be provided for residents and guests, including handicap accessible spaces, and 11 covered spaces for residents.

FISCAL IMPACT:

No impact to General Fund. The City has assisted San Diego Habitat for Humanity with property acquisition and with a development loan totaling \$596,300 using federal HOME funds, which are restricted only for providing affordable housing projects.

GENERAL PLAN ANALYSIS:

The project complies with the General Plan. The land use designation on the subject site is Urban III (Multi-family residential; up to 18 du/acre). The proposed project density would be 11.5 units per acre. Both the Regional Housing Needs Assessment (RHNA) and the Housing Element programs indicate that rental and ownership units affordable to lower income households are needed in Escondido.

ENVIRONMENTAL REVIEW:

In accordance with CEQA Section 15332, "In-Fill Development Projects," a Notice of Exemption was issued on March 3, 2014, concluding that the project will not impact the environment.

BACKGROUND:

San Diego Habitat for Humanity (SDHFH) has worked with the City since 2005 to provide a total of 26 home-ownership opportunities to lower income families. This proposal is located directly adjacent to the Escondido Creek Trail. Improvements to Elm Street will be constructed in conjunction with the development of the project and coordinated through the Neighborhood Services Division, using Community Development Block Grant (CDBG) funds. Elm Street improvements would include full street improvements, curbs, gutters, sidewalks, street surfacing and street lights, for the section of Elm Street south of Washington Avenue. Pedestrian access to the Escondido Creek Trail also would be included, which will provide increased access for residents to nearby businesses.

PLANNING COMMISSION RECOMMENDATION AND DISCUSSION:

The Planning Commission voted 4-0 (Weber and Johns were absent) to recommend approval of the Tentative Subdivision Map and Condominium Permit with minimal discussion. Commissioner Weber inquired about the four off-site residences that will access the project's main access. Staff responded that access to these two properties would be preserved to the owners' satisfaction. The Commissioners generally felt that the use was good for the site and supported the project, and they did not express any concerns with the proposed development.

PUBLIC COMMENT:

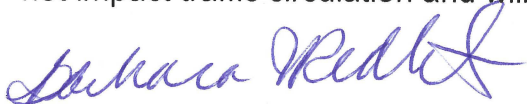
No written correspondence or telephone calls were received related to the proposed project. In addition, no one from the public, with the exception of the applicant, spoke at the Planning Commission hearing.

ANALYSIS:

The proposed project meets the Zoning Code development standards for the R-3-18 zone, with the exception of the deviations allowed through Density Bonus Law (see below). The proposed density of 11.5 du/acre does not exceed the maximum allowable density, and the project would be compatible with the neighborhood because the site is surrounded by multi-family and single-family residential development of similar density. The units would be air-space condominiums and conform with the City's standards for condominium developments, including minimum size and amenities.

The applicant proposes using Density Bonus provisions available in California Government Code Section 69515. The City has not yet adopted the State density bonus requirements, but must comply with the State's provisions. No increase in density beyond that permitted by the Zoning Code and General Plan is proposed. However, the project proposes to use two development incentives or "concessions:" 1) The project proposes 23 parking spaces, which is a reduction of two parking spaces from the City's parking requirements. It should be noted that the project exceeds the minimum parking requirements of the State Density Bonus Law. 2) The project proposes a front setback reduction from 15 feet to 6 feet and a side setback reduction from 5 feet to 4 feet in a small area of the site.

Staff feels that there would be adequate parking because there would be a minimum of two spaces per unit. In addition, there would be no impact due to the reduction of setbacks for parking spaces because of the location of the spaces at the end of the cul de sac, which will not impact traffic circulation and will be aesthetically incorporated into the project's design.



Barbara J. Redlitz
Director of Community Development



Kristina Owens
Assistant Planner II

PLANNING COMMISSION

Agenda Item No.: G.1
Date: March 25, 2014

CASE NUMBER: SUB 12-0014

APPLICANT: San Diego Habitat for Humanity (SDHFH)

LOCATION: On the western side of Elm Street, between Washington Avenue and the Escondido Creek, addressed as 537 North Elm Street (APNs 230-103-17 and 230-103-22)

TYPE OF PROJECT: Tentative Subdivision Map and Condominium Permit

PROJECT DESCRIPTION: A request for a one-lot Tentative Subdivision Map and a Condominium Permit for the development of eleven affordable, condominium units on two parcels totaling 0.96-acre in the R-3-18 (Multi-family residential, 18 units per acre maximum) zone. The units all would be two-story with 1,330 SF and three bedrooms. One unit would be a detached, disabled-accessible unit and the remaining ten units would be arranged as attached duplexes. Each unit would have a private fenced yard and would take access from a new, private, one-way access drive from Elm Street. Twenty-three on-site parking spaces would be provided for residents and guests, including handicap accessible spaces, and 11 covered spaces for residents. The project also involves a request for Density Bonus provisions as permitted by State law, including a reduced parking ratio and a reduction in the front-yard and side-yard setbacks for two parking spaces.

STAFF RECOMMENDATION: Approval

GENERAL PLAN DESIGNATION: Urban III (18 du/acre maximum)

ZONING: R-3-18 (Multi-Family Residential, 18 du/acre maximum)

BACKGROUND/SUMMARY OF ISSUES: The project site consists of two parcels totaling 0.96 acre, located west of the southern terminus of Elm Street adjacent to Escondido Creek. The site is currently vacant with minimal weedy vegetation and ornamental trees. The site is surrounded mostly by single-family and multi-family residences of similar density. The site is in a "U" shape with two legs extending from Elm Street. An existing duplex is located on each of the two adjacent, approximately 8,400 SF parcels located on either side of the two "legs," which are not a part of this project.

The proposed units would be attached as five duplexes with one detached, accessible unit. All units within the proposed project would have three bedrooms and two bathrooms and consist of 1,330 SF, with identical floor plans. Each unit would have an interior laundry room and a tankless water heater. Each unit would also have an approximately 190 SF private fenced yard. Landscaping outside the private yards would be commonly maintained, including two shallow water detention basins that include ornamental vegetation and seating areas. Access to all units would be provided via a new one-way, circular access driveway from Elm Street. Each unit would have one covered carport space, in addition to 12 additional, on-site parking spaces for residents and guests. Some parking also would remain available on Elm Street.

In conjunction with the proposed project, the Neighborhood Services Division is coordinating an improvement project for this portion of Elm Street, paid for in part with Community Development Block Grant (CDBG) funds. The project would include reconstruction of full street improvements, including curbs, gutters, sidewalks, street surfacing and street lights. It would also include a pedestrian access to the Escondido Creek Trail. Construction timing will be coordinated with SDHFH's project, with construction expected to begin in late-summer or early-fall.

The applicant proposes using development incentives available with Density Bonus requirements. Density Bonus Ordinances encourage development of affordable and senior housing by allowing additional units above the maximum

allowable density under the zoning or General Plan, or by allowing concessions from the Zoning Code standards. No increase in density beyond that permitted by the Zoning Code and General Plan is proposed. However, a density bonus is proposed in accordance with California Government Code Section 69515, to grant development incentives for the proposed project to reduce the number of parking spaces and the setbacks for parking spaces. The City has not yet adopted the State density bonus requirements, but must comply with its provisions.

This proposed project ("The Elms") will be San Diego Habitat for Humanity's fourth development (in addition to several single-family residences) in the City of Escondido. SDHFH has been instrumental in the City's ability to provide homeownership opportunities for lower income residents. They propose to develop the eleven homeownership units for households earning up to 80% of the San Diego Area Median Income. The City of Escondido assisted SDHFH with a property acquisition/development loan using federal HOME funds. The homes would be constructed using donated labor and materials. Habitat for Humanity retains no ownership of the units after they are sold. All payments received by SDHFH are recycled back into building additional residences. Families in turn provide 500 hours of sweat equity into the construction of their homes and attend various homeownership workshops.

Staff feels that the issues are as follow:

1. Whether the proposed project conforms to the requirements of the R-3 zone and the Zoning Code, including parking, design, open space and requirements for construction of new condominium units.

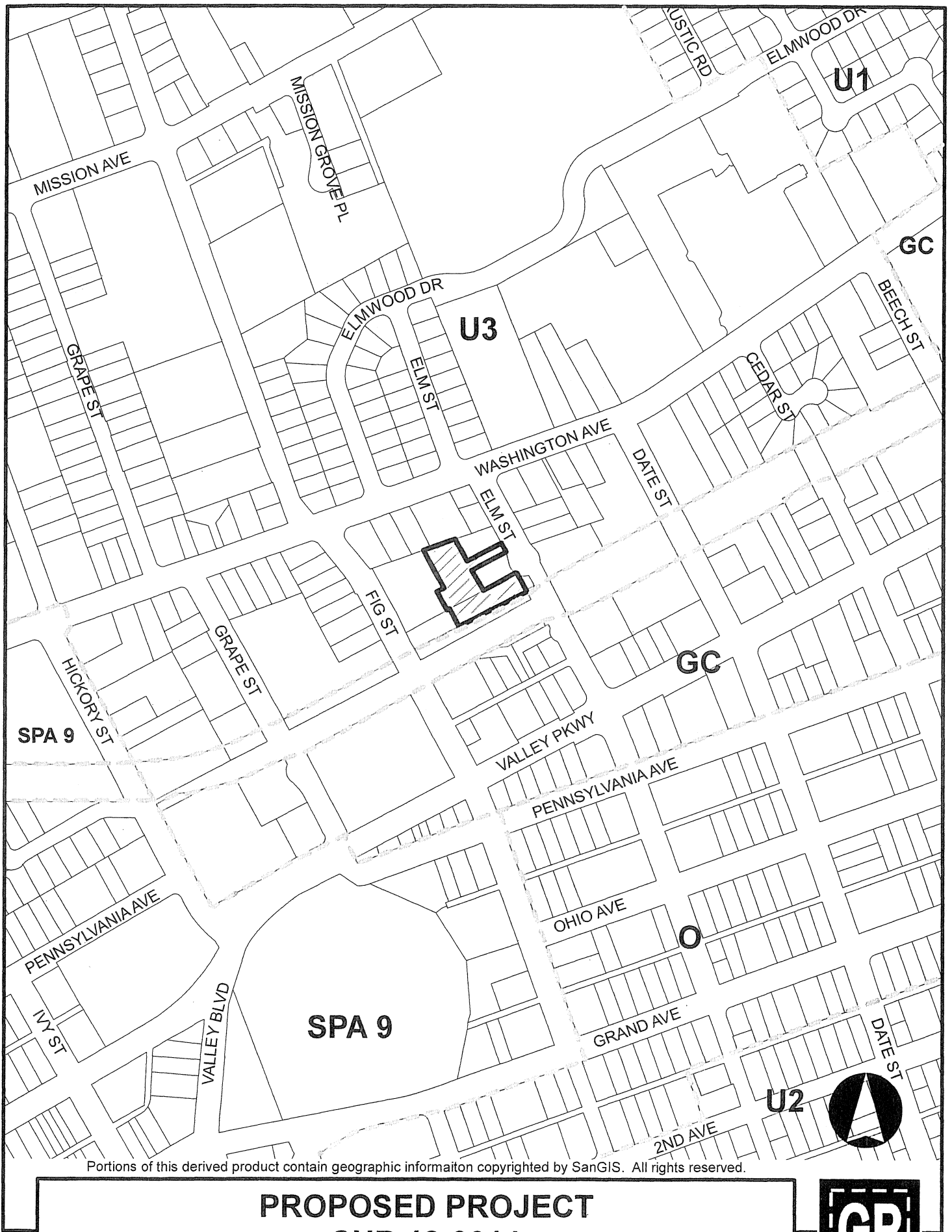
REASONS FOR STAFF RECOMMENDATION:

1. The proposed development meets all standards of the R-3 zone, including building height, setbacks, density, open space and parking, with the exception of the incentives requested and permitted through Density Bonus law. The proposed project is also consistent with the standards of the Condominium Ordinance, which should ensure that the units have features available in owner-occupied units, and ensure the viability of the project.
2. The project proposes minor variations to Zoning Code provisions through the State Density Bonus law, including a setback reduction for parking spaces and a reduction in the number parking spaces provided. Staff feels adequate parking will be provided on the site and there will be no adverse impact on the project with the parking and setback reductions.

Respectfully Submitted,



Kristina Owens
Associate Planner

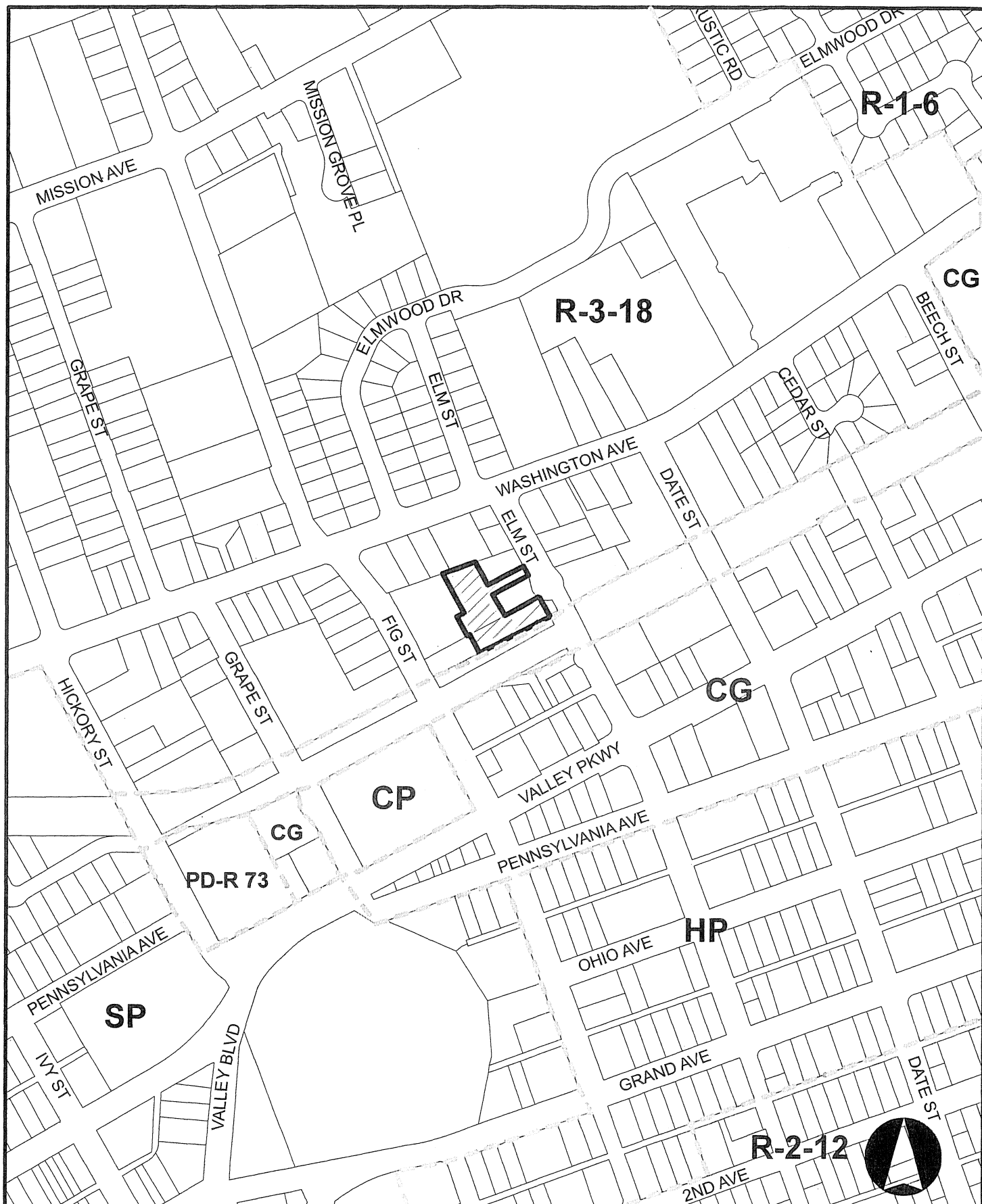


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PROPOSED PROJECT SUB 12-0014

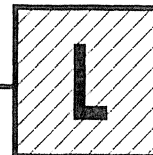


GENERAL PLAN



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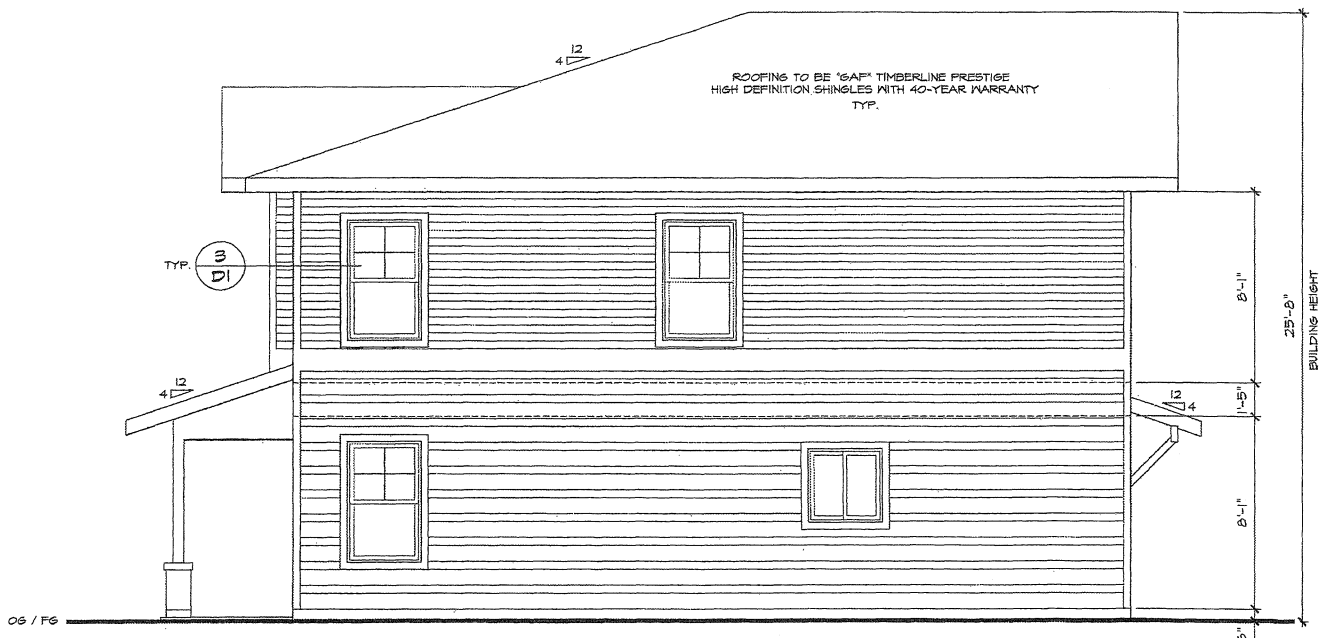
PROPOSED PROJECT SUB 12-0014



LOCATION/ZONING

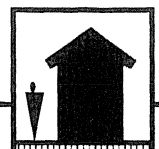


REAR ELEVATION

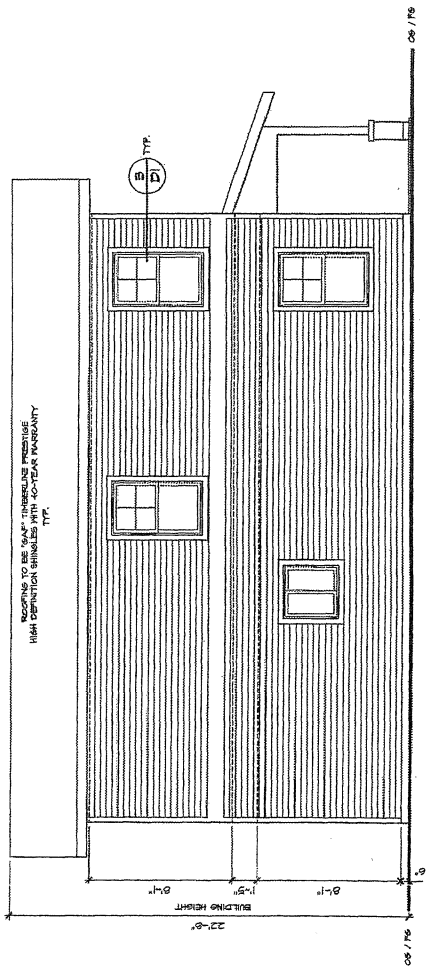


RIGHT ELEVATION

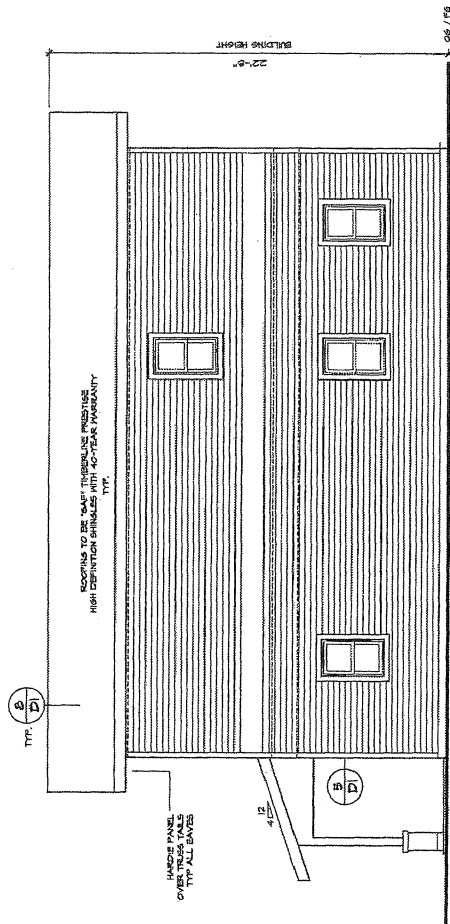
PROPOSED PROJECT
SUB 12-0014



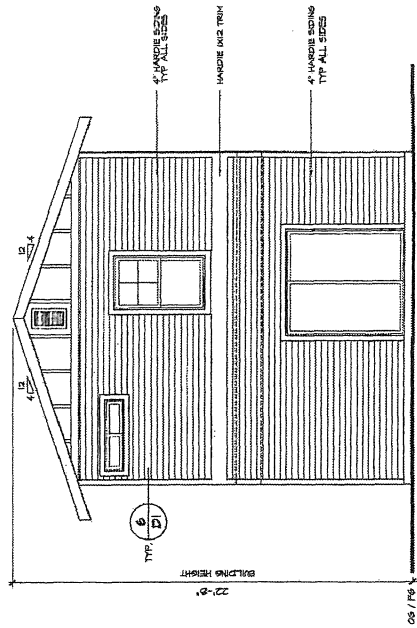
ELEVATIONS



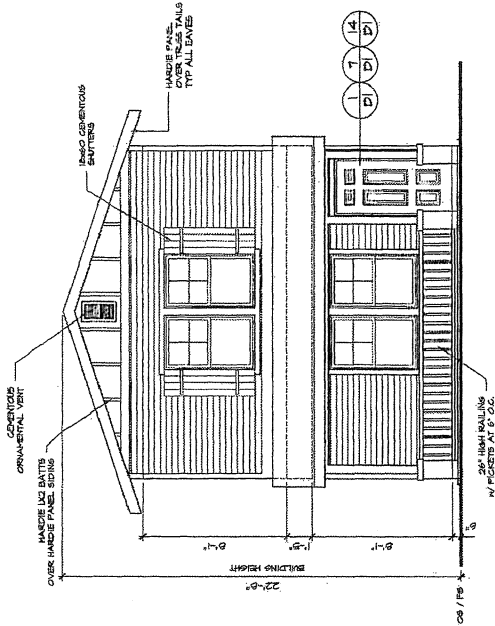
LEFT ELEVATION



RIGHT ELEVATION

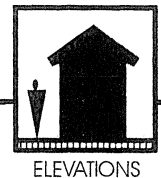


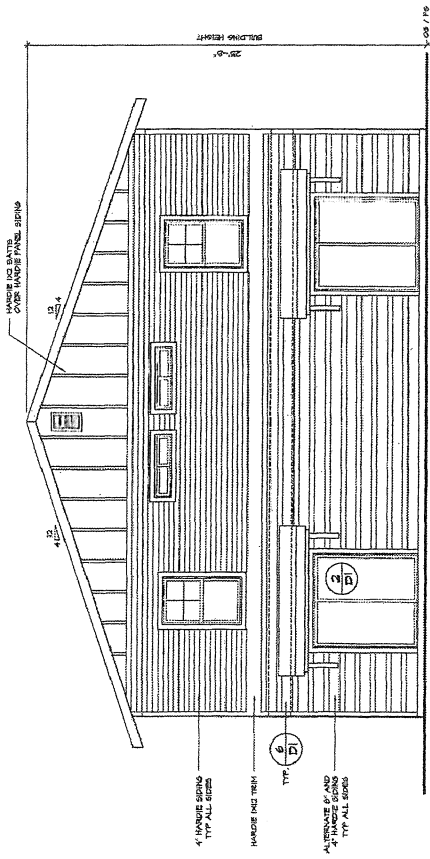
REAR ELEVATION



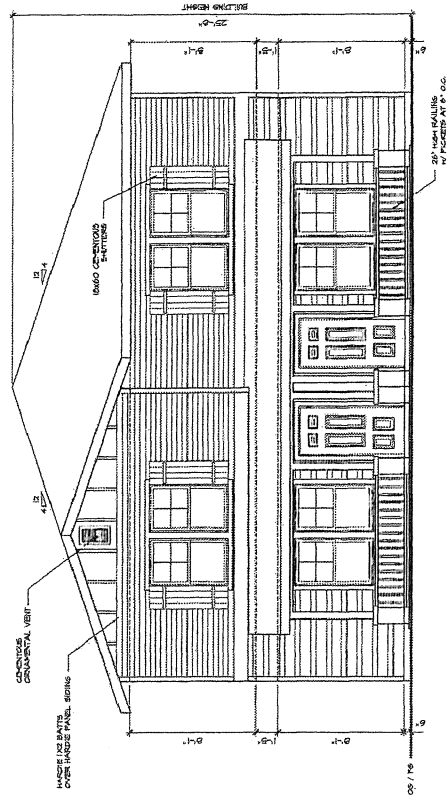
FRONT ELEVATION

PROPOSED PROJECT
SUB 12-0014

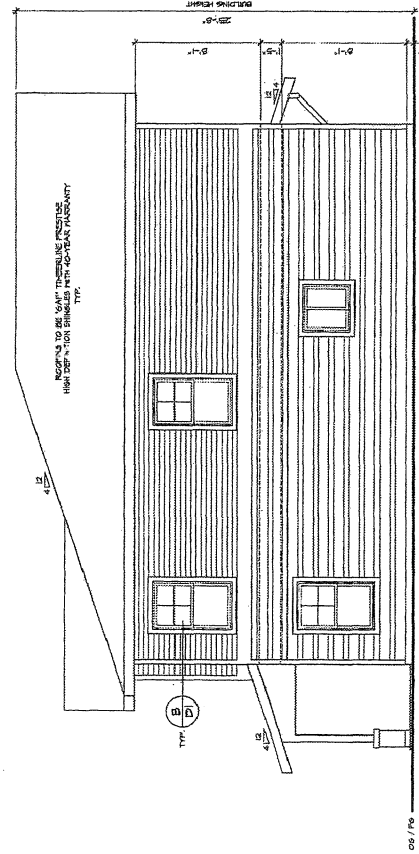




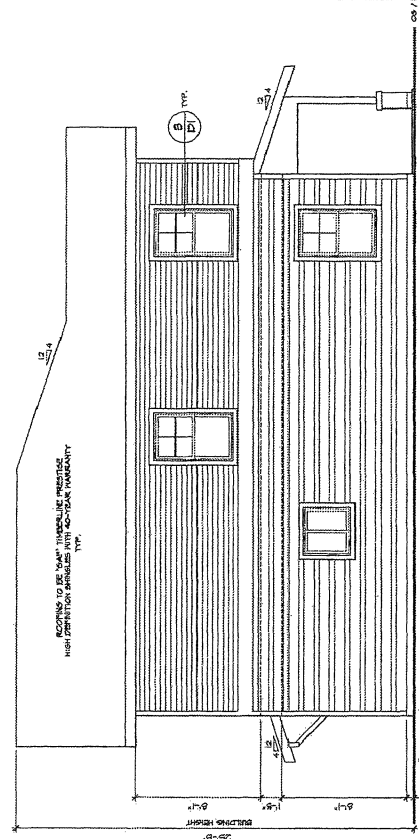
REAR ELEVATION



FRONT ELEVATION

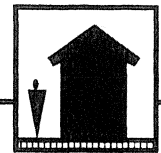


RIGHT ELEVATION



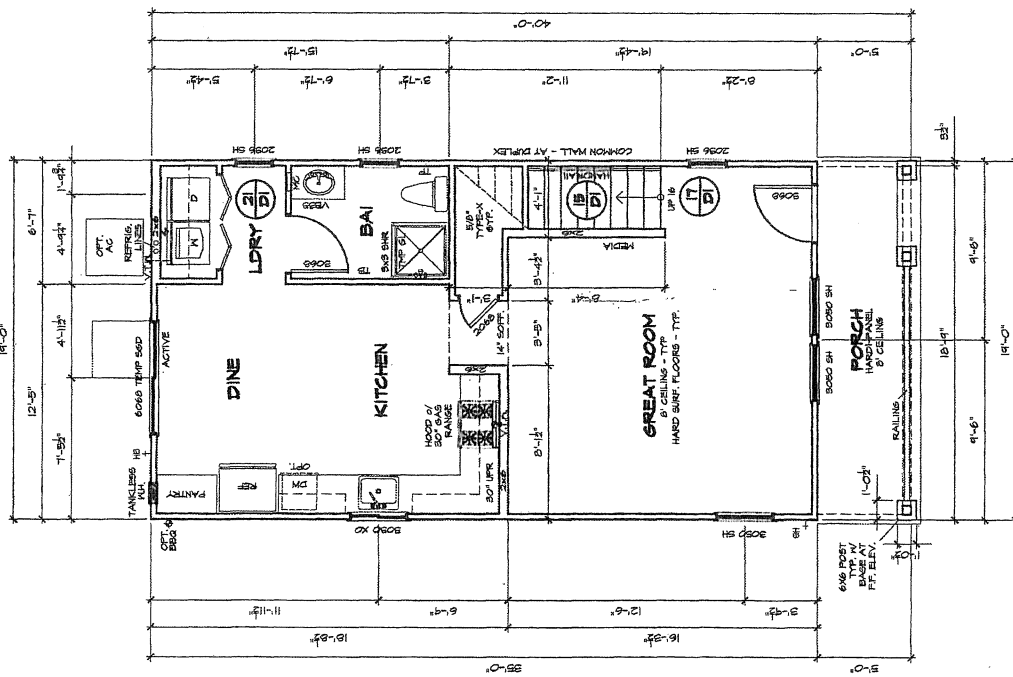
LEFT ELEVATION

PROPOSED PROJECT
SUB 12-0014

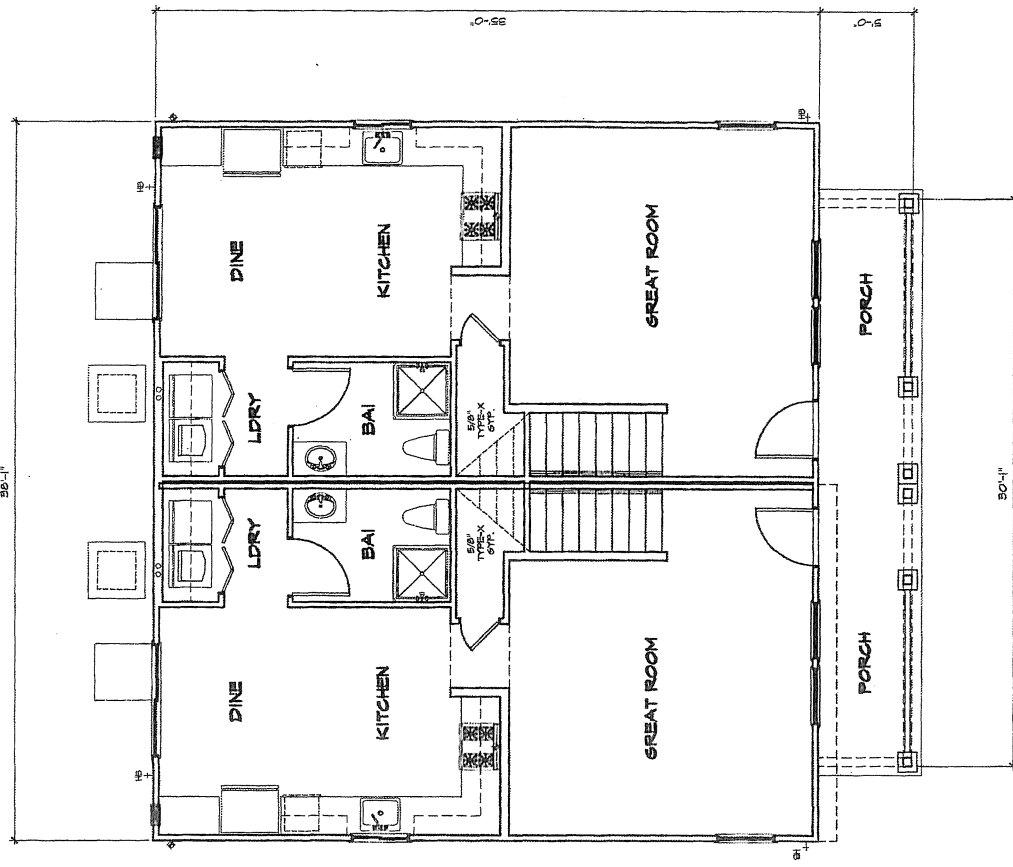
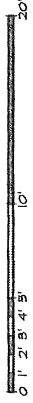


ELEVATIONS

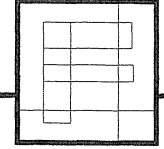
PROPOSED PROJECT SUB 12-0014



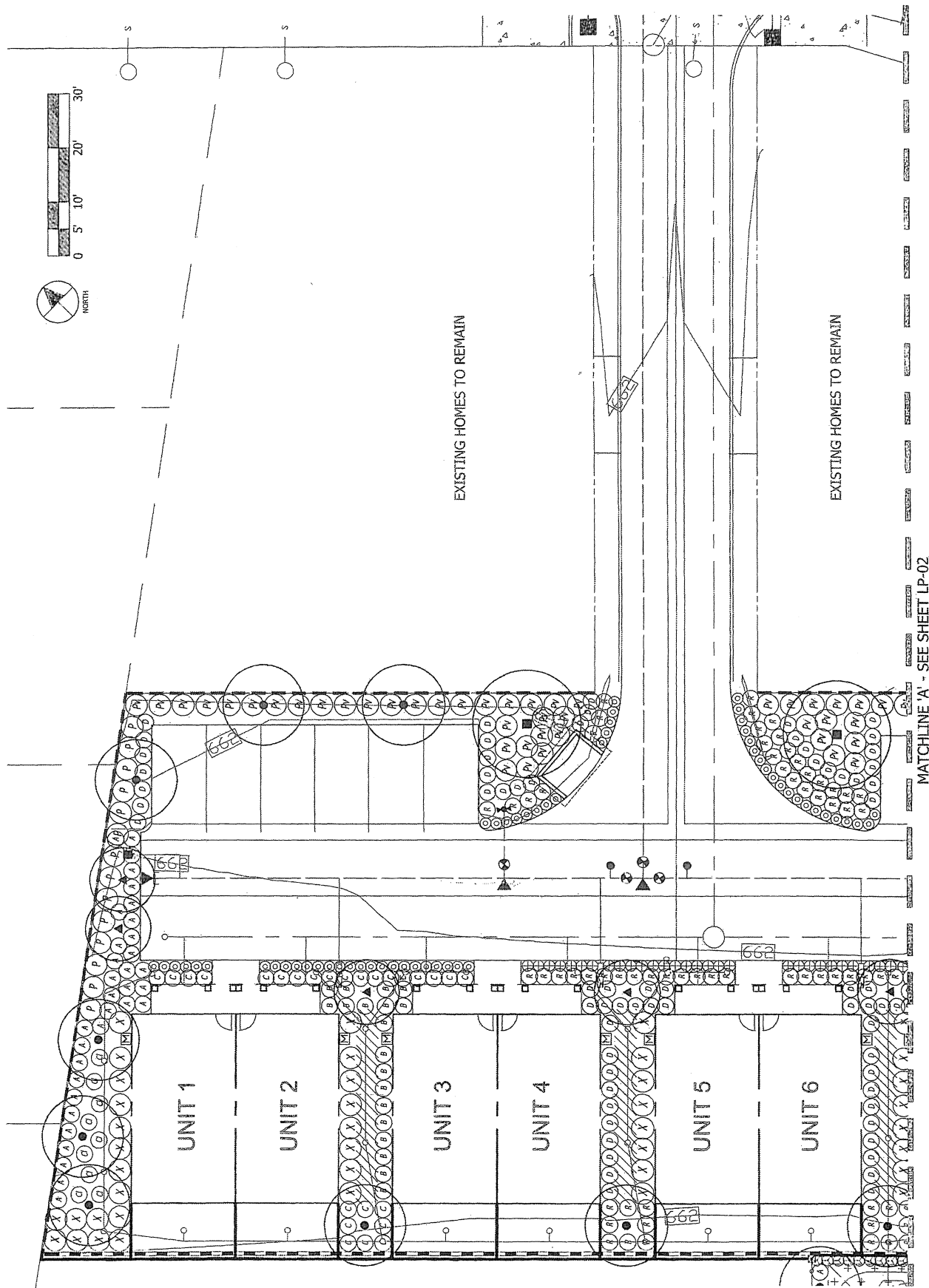
**LOT 11
FIRST FLOOR**
NOTE: TOP OF ALL WINDOWS AT 8'-0" UNG.



**LOTS 1-10
FIRST FLOOR**
NOTE: TOP OF ALL WINDOWS AT 8'-0" UNG.



FLOOR PLAN

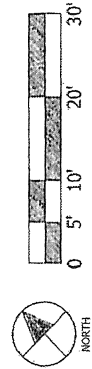
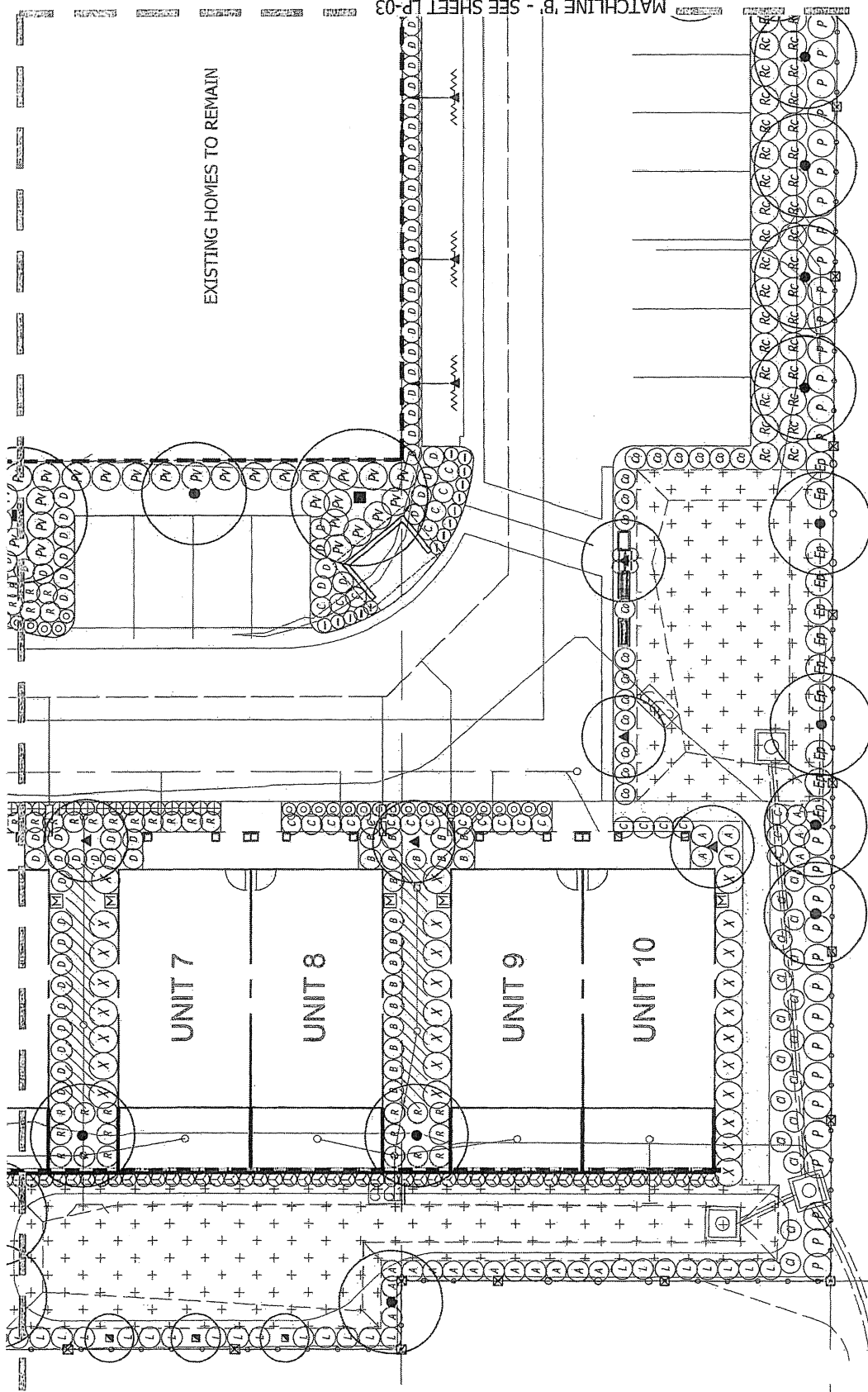


MATCHLINE 'A' - SEE SHEET LP-02

**PROPOSED PROJECT
SUB 12-0014**



MATCHLINE 'A' - SEE SHEET LP-01



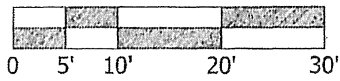
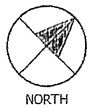
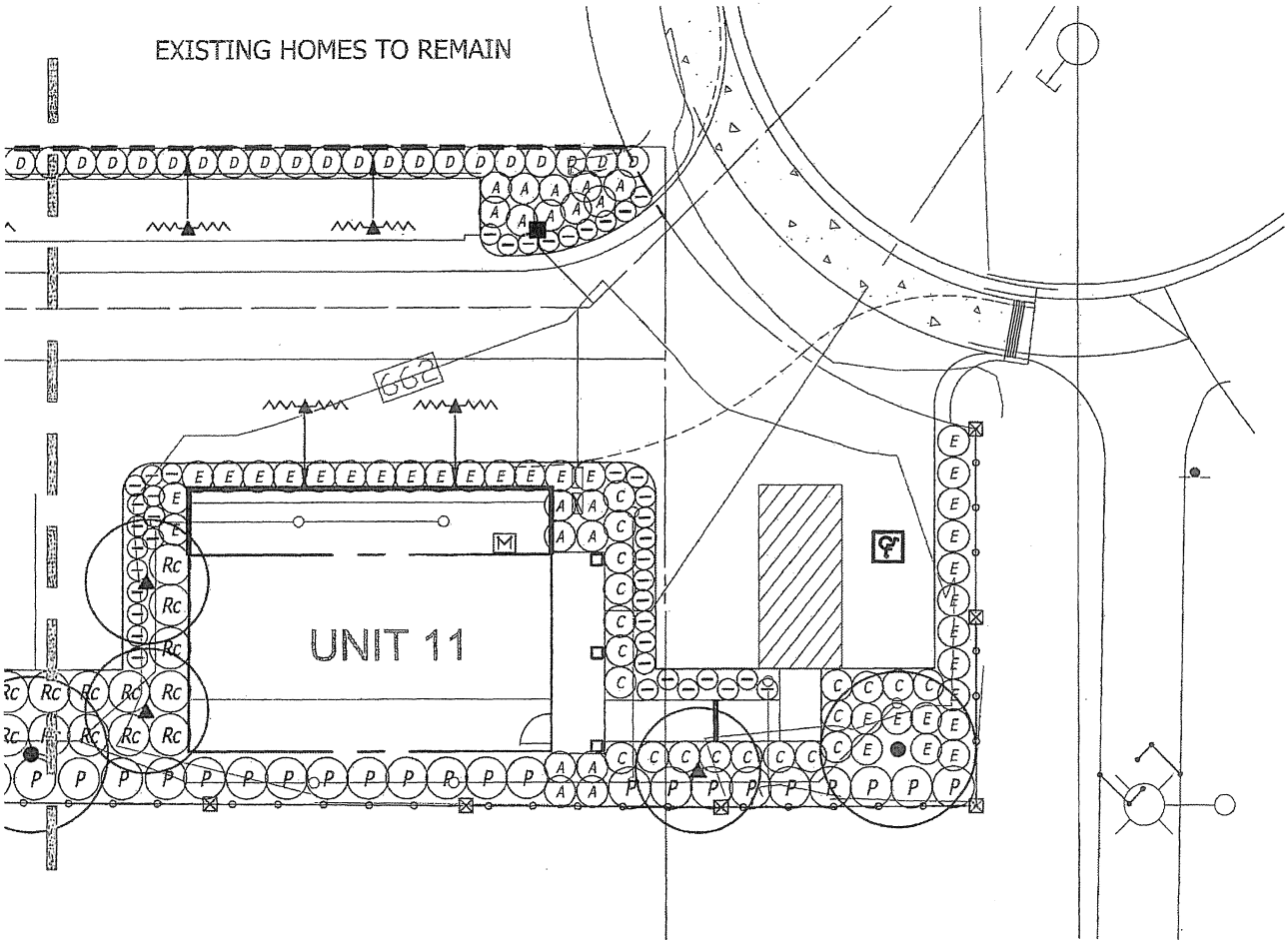
PROPOSED PROJECT SUB 12-0014



LANDSCAPE PLAN

MATCHLINE 'B' - SEE SHEET LP-02

EXISTING HOMES TO REMAIN



**PROPOSED PROJECT
SUB 12-0014**



LANDSCAPE PLAN

ANALYSIS

A. LAND USE COMPATIBILITY/SURROUNDING ZONING

NORTH - R-3-18 zoning (Multi-family residential, 18 du/acre maximum) – North of the proposed development site are existing single-family and multi-family residences. On the northern side of Washington Avenue are single-family residences on lots of approximately 6,000 SF.

SOUTH - CG zoning (General Commercial) – The Escondido Creek and adjacent Creek Trail are located immediately to the south of the project site. On the southern side of the creek are a small multi-family development and small commercial structures.

EAST - R-3-18 zoning – Medium-density multi-family and scattered single-family residences are located to the east of the site, across Elm Street.

WEST - R-3-18 zoning – Medium-density multi-family and scattered single-family residences are located to the west of the site.

B. AVAILABILITY OF PUBLIC SERVICES

1. Effect on Police Service – The Police Department has expressed no concern regarding the proposed development and their ability to provide service to the site.
2. Effect on Fire Service – The Fire Department has expressed no concerns relative to its ability to provide service to the site. The site is served by Fire Station No. 1 (310 North Quince Street), which is within the seven and one-half minute response time specified for urbanized areas in the General Plan. Development of the site would contribute incremental increases in demand for fire services. The Fire Department has indicated that adequate services can be provided to the site and the proposed project would not impact levels of service, as conditioned.
3. Traffic – The project takes access from Elm Street, unclassified in the City's Circulation Element. Traffic would enter the site via a new one-way access driveway on Elm Street and exit via a second one-way driveway from Elm Street. The 20-foot-wide, one-way drive would provide access to each individual unit and parking spaces. A total of 24 parking spaces would be provided on-site, including 11 covered spaces. In addition, parking would continue to be permitted on Elm Street, as it is not a Circulation Element street.

Based on the San Diego Association of Governments (SANDAG) traffic generation rates for the San Diego region, constructing 11 attached condominium units would result in the generation of 88 average daily trips (ADTs) to surrounding streets. The Engineering Division has indicated that the addition of 88 trips would not significantly impact the existing Levels of Service along adjacent streets or intersections. According to the Engineering Division, the development would not adversely impact the adjacent roadways.

In conjunction with the proposed project, Elm Street is being improved with curb, gutter and sidewalks as part of a neighborhood improvement project through the Neighborhood Services Division, using Community Development Block Grant (CDBG) funds. This project includes improved pedestrian access to the adjacent Escondido Creek Trail.

4. Utilities – City sewer and water mains with sufficient capacity to serve the project are available within the adjoining street or easement. The project does not materially degrade the levels of service of the public sewer and water system.
5. Drainage – The project site is not located within a 100-year Flood Zone as indicated on current FEMA maps. It is located in an area where the chance of flood is contained within a channel. There are no significant drainage courses

within or adjoining the property. Runoff from the project will be directed into grass-lined treatment swales (detention basins). The project does not materially degrade the levels of service of the existing drainage facilities.

C. ENVIRONMENTAL STATUS

1. A Notice of Exemption was issued on March 3, 2014, in accordance with CEQA Section 15332 (In-Fill Development Projects).
2. In staff's opinion, no significant issues remain unresolved through compliance with code requirements and the recommended conditions of approval.
3. The project will have no impact on fish and wildlife resources as no sensitive or protected habitat occurs on-site or will be impacted by the proposed development.

D. CONFORMANCE WITH CITY POLICY/ANALYSIS

General Plan

The General Plan land use designation on the subject site is Urban III (Multi-family residential with a maximum density of 18 du/acre). The designation accommodates a wide range of housing types in the transitional areas that exist between single family neighborhoods and higher density residential and commercial areas. The proposed project density would be 11.5 units per acre (11 units on 0.96 acre), which would be in conformance with the General Plan.

The Housing Element of the General Plan expresses a need for residential units affordable to lower income households. Both the Regional Housing Needs Assessment (RHNA) and the Housing Element programs indicate that both rental and ownership units affordable to lower income households are needed in Escondido. The project would result in 11 units available to lower income first-time homebuyers.

Whether the Proposed Project Conforms to the Zoning Code

The maximum height permitted in the R-3 zone is three stories or 35 feet. The proposed residential buildings would be 22'8" and two stories, which is in conformance. The required setbacks in the R-3 zone are 15 feet in the front (20 feet for a garage fronting on the street), five feet on the sides, and 10 feet in the rear. All of the residential buildings would meet the required setbacks. The site is unusually shaped with two panhandles extending to Elm Street from the body of the parcel. One of the panhandles is 31'-wide and will be used only for access. The other "panhandle" is more than 65 feet wide, which will include a 20-foot-wide, one-way access drive, parallel parking spaces and the detached unit. Two accessible parking spaces, including one covered space, will be located directly off the Elm Street cul de sac, adjacent to the proposed accessible residential unit. The uncovered space will be located approximately six feet from the property line along Elm Street, which is the front property line, and four feet from the side property line. This reduction in setbacks is permitted in conjunction with the State density bonus law.

Because SDHFH is a non-profit organization and utilizes volunteer labor, the construction materials they use for their homes must be easy to install. Carports will be constructed of steel with metal roofs. The units will incorporate a horizontal hardi-board cement fiber-board siding, composition shingle roofing, decorative shutters on front elevations, and wooden covered front porches and railings. There will be two color schemes in neutral shades for the units. The elevations will have a combination of 4"-wide and 8"-wide siding for contrast/relief. The Staff Design Review Committee reviewed the elevations and agreed that they were appropriate for the project.

In order to maintain open areas and limit massing of buildings, the R-3 zone requires a maximum floor area ratio (gross floor area of all buildings divided by total lot area) of 0.7. The proposed floor area ratio of this project is 0.42. Additionally, Section 33-252(e) of the Zoning Code requires a residential development to provide 800 SF of open space per unit for each unit with three bedrooms, for a total requirement of 8,800 SF of open space. Open space can include common open space and private exclusive use areas. Typically, required open space has a minimum dimension of ten feet and does not include parking areas, driveways or required front yards. Each of the proposed units would have a fenced, 190

SF exclusive use rear yard and a front porch, in addition to the common landscaped areas throughout the project. A total of approximately 9,038 SF of open space would be provided on the site. Additionally, although it is not counted as required open space, the project will be adjacent to the Escondido Creek Trail with a pedestrian entrance to the trail adjacent to the project to use for walking, jogging or bicycle riding.

Minimum Density

Zoning Code Section 33-246(e) requires that vacant and underdeveloped properties shall be developed at a density of at least 70% of the maximum density permitted. The requirement is intended to encourage an increase in the supply of affordable housing and stimulate redevelopment/development, by preventing underutilization of multi-family zoned sites. Seventy percent of the permitted density of 18 du/acre is 12.6 du/acre, while the project proposes a density of 11.45 du/acre (64% of the permitted density). Seventy percent of the permitted density would result in 12 units, as opposed to the 11 units proposed. An exception to the requirement is permitted when the proposed development will not preclude the City from meeting its housing needs as described in the Housing Element of the General Plan. The entire project consists of eleven ownership units that will be affordable to lower income households, therefore helping to meet the housing needs detailed in the Housing Element.

Whether the Project is in Conformance with Requirements of the Condominium Ordinance

Article 49 of the Zoning Code (Condominium Ordinance) applies to new residential condominium units, as well as conversions of rental units to ownership condominiums. Two criteria of the Condominium Ordinance are to ensure that units incorporate features that are normally found in owner-occupied, single-family units, and to ensure the financial sustainability of a new development. Requirements applicable to new construction include a minimum unit size of 1,000 SF for three bedroom units, the provision of 80 cubic feet of storage space per unit, in addition to normally expected closets and cabinets, and the provision of washer and dryer hook-ups in each unit. The proposed project is consistent with the requirements for new condominiums because all units would have three bedrooms and consist of 1,330 SF. In addition, all units will have a separate, interior laundry room with washer and dryer and an approximately 80 CF storage area located under the stairway.

The eleven units will be owner-occupied and are subject to SDHFH provisions restricting owners from renting units. In addition, because the project involves new construction and \$500.00 per unit will be placed in a contingency fund for the future homeowner's association, the City can be assured of the financial sustainability of the project. SDHFH will work with the State Department of Real Estate (DRE) to establish a homeowner's association. The future homeowner's association will be responsible for maintenance of the exterior of the units, the carports, and the open space, including detention basins.

Appropriateness of the Requested Density Bonus Incentives

Escondido's current Density Bonus Ordinance (Zoning Code Article 67) allows a minimum density bonus of 25 percent and deviations from the Zoning Code for qualifying affordable developments. Escondido's Ordinance is not in compliance with State Density Bonus law, which has a sliding scale for the density bonus and number of incentives allowed. If a city has not modified their requirements to implement state law, a city must comply with state law provisions. State law requires that each of the projects that qualifies for a density bonus is entitled to concessions or incentives. Density bonuses and incentives must be provided to all developers proposing affordable housing who request them.

Density Bonus Ordinances encourage development of affordable and senior housing, by allowing additional units above the maximum allowable residential density under the applicable zoning or General Plan designation for affordable housing projects, and by allowing deviations from development standards. The City is in the process of adopting a Density Bonus and Residential Incentive Ordinance that is consistent with the State Density Bonus requirements (Government Code Sections 65915-65918). Until that is completed the city defers to the State requirements when reviewing requests for a density bonus for affordable projects. State Density Bonus law requires allowance of a density increase and the provision of certain incentives for residential development projects that set aside a percentage of their total units to be affordable to lower and moderate income households. All of the proposed units in the subject project would be affordable to lower

income households, which would qualify the developer for three concessions, in addition to a reduced parking ratio. The applicant is not proposing a density increase beyond that permitted by the General Plan and Zoning designation. However, they are proposing to utilize two concessions: 1) a parking reduction of two (2) vehicle spaces and, 2) a reduction in setbacks for parking spaces from 15 feet to 6 feet in the front yard (11-foot reduction) and from 5 feet to 4 feet in the side yard (1-foot reduction). Both requests are described below.

Parking Incentive

Article 39 of the Zoning Code (Parking Ordinance) requires two parking spaces per unit per unit for three-bedroom units, plus one additional space per four units for guests. This includes a minimum of one covered parking space per unit. Utilizing this standard, the parking requirement for this project would be 25 spaces, including 11 covered spaces. However, State Density Bonus Law allows an applicant providing a percentage of affordable housing units to incorporate a reduced amount of parking, consisting of two onsite parking spaces per three-bedroom unit, inclusive of handicapped and guest spaces, with no specific requirement for covered parking. This results in a requirement of 22 parking spaces. The applicant is providing 23 spaces, including 11 covered exclusive use parking spaces (one per unit) and 12 additional on-site spaces for residents and guests. In addition, some parking will be available on Elm Street. Staff is satisfied that there would be adequate parking for the development, since there would only be a reduction of two spaces from the Zoning Code requirement and there would be at least two parking spaces per unit.

Setback Reduction Incentive

Upon request by a developer, cities must grant requested incentives that reduce development standards, unless an incentive is shown to have a specific adverse impact on public health or safety or the physical environment. The number of incentives is based on the percentage of affordable units provided, similar to the density bonus, so that a developer providing a greater amount of affordability is able to utilize more incentives. The proposed project will designate 100% of the units as affordable for low-income households. Projects that include at least 15% of units for very low income households, or at least 30% of units for low income households, qualify for three concessions, in addition to utilizing the affordable parking ratio. Incentives/concessions can include approval of mixed-use zoning, a modification of site development or zoning standards, which can include reduced parking requirements, reduced setbacks and minimum square footage, or other regulatory incentives that result in cost reductions to the project.

The applicant requests a reduction in the required front yard setback for two parking spaces from 15 feet to six feet in the front yard and from five feet to four feet in the side yard. The lot has an unusual shape with the majority of units constructed toward the rear of the site and two "panhandles" extending to Elm Street for one-way access. Two parking spaces, both handicapped accessible and one covered, would be located adjacent to the detached accessible unit in what is not a traditional front yard. The side setback area will be landscaped and will be adjacent to the new access to the Escondido Creek Trail. The accessible ramp and path of travel from the accessible unit to the parking spaces will be located here. There will be no adverse impact from the reduction of these setbacks due to the location of the parking spaces and the landscaping proposed.

SUPPLEMENT TO STAFF REPORT/DETAILS OF REQUEST

A. PHYSICAL CHARACTERISTICS

The project site is located on approximately 0.96 acres on the western side of Elm Street between Washington Avenue and the Escondido Creek. Elm Street currently cul-de-sacs adjacent to the project site and there are two available access points from Elm Street to the site with an existing duplex structure (not a part) in between. The site is vacant and fairly level with some existing, scattered ornamental trees and weedy vegetation. Cul-de-sac improvements to Elm Street and utility improvements will be made concurrent with the project, using Community Development Block Grant (CDBG) funds. The site is mostly surrounded by older single-family and low to medium density multi-family residences. There are some existing commercial structures to the south of the project site, across Escondido Creek.

B. SUPPLEMENTAL DETAILS OF REQUEST

1. Property Size: 0.96 acre (41,817 SF)
2. Number of Units: 11
3. Number of Lots: One lot (11 air space condominium units)
4. Project Density: 11.5 dwelling units/acre
5. Number of Buildings: One detached condominium
Five duplex buildings with two condominium units each
Six buildings total
6. Unit Type: All Units: 1,330 SF, 3-BR, 2-BA, 2-Story
7. Grading: Cut: 1,000 cubic yards
Fill: 1,000 cubic yards
8. Landscaping: The area in front of the units and the areas between the buildings will be landscaped with a combination of trees, shrubs and groundcover. In addition, the project will contain two detention basins for stormwater, which will be hydroseeded. The areas surrounding the basins will have trees, shrubs and some seating areas, to result in as usable an area as possible. Perimeter and interior landscaping would include 36"-box trees, 24"-box trees, and a mixture of 1-gallon and 5-gallon shrubs.
9. Amenities: Each unit would have a fenced, private patio/yard, a covered front porch, an interior laundry room, under stairway storage, and a covered parking space.
10. Building Color/Materials: Contemporary architecture. 8" and 4" Hardiplank (cement fiber) siding exteriors, door and window trim, and decorative shutters. Composition shingle roofs. Wood front porches/railings. Metal carports and roofs.
Two neutral color schemes including light and deeper earth tones.
11. Project Fencing: A 6'-high tubular steel fence with slump block pilasters is proposed along the southern property line, adjacent to Escondido Creek and along a portion of the western property line. A combination of 5'-high and 6'-high wood fences, painted to match the units, are proposed surrounding individual private yards, and the remainder of the perimeter of the site.

C. CODE COMPLIANCE ANALYSIS

	<u>Required R-3-18 Zone</u>	<u>Proposed</u>
1. Setbacks:		
Front (Elm Street):	15 feet	28 feet residential building 6 feet parking spaces
Side:	5 feet	5 feet buildings 4 feet paved parking space
Rear:	10 feet	10 feet
2. Parking:	22 (11- 3BR units at 2 spaces each) <u>+3 guest spaces (1/4 units)</u> = 25 total spaces required	11 covered spaces <u>12 uncovered spaces</u> 23 total spaces
3. Building Height:	35 feet (or 3 stories)	22'8", 2 stories
4. Usable Open Space:	8,800 SF (800 SF/unit)	9,038 SF (821 SF/unit)
5. Floor Area Ratio	0.7 maximum	.42
6. Density:	18 du/acre maximum	11.5 du/acre
7. Unit size:	1,000 SF minimum	1,330 SF

**FINDINGS OF FACT
SUB 12-0014
EXHIBIT "A"**

Tentative Subdivision Map

1. The proposed one-lot subdivision map with a density of 11.5 du/acre is consistent with the General Plan designation of Urban III, which permits a maximum density of 18 du/acre. The project is in conformance with the General Plan. Although the Zoning Code requires a new development not have a density below 70% of the maximum permitted density, the proposed project meets the exception to this requirement for projects that do not preclude the City from meeting its housing needs as described in the Housing Element. The proposed project would provide 11 units affordable to low income households helping to meet the City's housing need.
2. As conditioned, the design and improvements of the proposed subdivision map are consistent with the requirements of the R-3-18 zone, since the development is consistent with the development standards of the R-3-18 zone and the deviation allowances of State density bonus law.
3. The site is fairly flat and physically suited for this type of development, since the concept plans show minimal grading required for the development and setbacks consistent with the Zoning Code. The site is zoned for multi-family residential development and is surrounded by existing residential development of similar density.
4. The design of the subdivision map and proposed improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish, wildlife, or their habitat since no stream course or endangered wildlife occurs on the property.
5. The design of the subdivision map and the type of improvements are not likely to cause serious public health problems since city water and sewer facilities exist in the area and are available to the site, vehicle traffic generated by the project would not materially degrade the level of service on the adjoining streets or intersections, and the project is conditioned to provide necessary street improvements.
6. The design of the subdivision map and the type of improvements will not conflict with existing easements of record, or easements established through court judgments or acquired by the population at large, for access through, or use of, property within the proposed subdivision map, based on review of available maps and a preliminary title report for the property.
7. The requirements of the California Environmental Quality Act have been met since it was found that the project will not have a significant effect on the environment as demonstrated in the Notice of Exemption, issued on March 3, 2014, in accordance with CEQA section 15332 (In-Fill Development Projects).
8. The design of the subdivision map has provided, to the extent feasible, for passive or natural heating or cooling opportunities in the subdivision. Unit sizes and configuration provide opportunities for passive/solar heating and landscaping provides passive cooling opportunities.
9. All permits and approvals applicable to the proposed map pursuant to the Escondido Zoning Code will be obtained prior to recordation of the map.

Condominium Permit

1. The development of this project as condominium units is consistent with the Condominium requirements of the Zoning Code, since the project provides the architectural and site planning amenities which are available in other similar ownership developments.
2. The project meets the requirements of the Zoning Code, including parking and setbacks, with the exception of deviations permitted by the state Density Bonus law. The project also meets and complies with all Engineering Division, Utilities Division, Fire Department, and Building Code requirements.
3. Based upon the number of units in the project, and the fact that the project involves new construction, the City is reasonably assured that long-term financial viability would exist. The structural, electrical, mechanical, and plumbing components should last the life of the building and the homeowner's association, with 11 members, would have the necessary funding to ensure the development is well-maintained.

**CONDITIONS OF APPROVAL
SUB 12-0014
EXHIBIT "B"**

Planning Division Conditions

1. The developer shall be required to pay all development fees of the City then in effect at the time and in such amounts as may prevail when building permits are issued, including any applicable City-Wide Facilities fees.
2. All construction and grading shall comply with all applicable requirements of the Escondido Zoning Code and requirements of the Planning Division, Engineering Division, Building Division, and Fire Department.
3. The legal description attached to the application has been provided by the applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.
4. The approval of the Condominium Permit is contingent upon recordation of SUB 12-0014. The life of this Condominium Permit shall run concurrently with that of the Tentative Subdivision Map (SUB 12-0014). The Tentative Map shall expire after thirty-six months (36) if the final map is not recorded or an extension of time is not granted.
5. Access for use of heavy fire-fighting equipment, as required by the Fire Chief, shall be provided to the job site at the start of any construction and maintained until all construction is complete. Also, there shall be no stockpiling of combustible materials, and there shall be no foundation inspections given unless and until on-site fire hydrants with adequate fire flow are in service to the satisfaction of the Fire Marshall.
6. If blasting is required, verification of a San Diego County Explosives Permit and a copy of the blaster's public liability insurance policy shall be filed with the Fire Chief and City Engineer prior to any blasting within the City of Escondido.
7. Three copies of the revised Tentative Map reflecting any modification or changes required by the approval shall be submitted to the Planning Division for certification prior to approval of the Final Map.
8. No units shall be sold or conveyed until the Final Map is recorded.
9. All requirements of the Public Art Partnership Program, Ordinance No. 86-70, shall be satisfied prior to building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.
10. The developer shall deposit \$500.00 per unit to the Planning Division, prior to approval of the final map for SUB 12-0014. Said deposit shall be used solely and exclusively as a contingency fund for emergencies which might arise relating to exterior structures, open space areas, and other repairs as may be assumed by the Homeowner's Association or management corporation, pursuant to Section 33-957 of the Escondido Zoning Code.
11. Upon conveyance of the first unit, the developer shall be responsible for contributing the monthly homeowner's association assessment for each unsold unit, under authority of the Final Subdivision Public Report issued by the California Department of Real Estate.
12. All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting) of the Escondido Zoning Code. All outdoor lighting shall be arranged so as to prevent light from reflecting upon adjacent properties or streets.
13. A minimum of 23 striped parking spaces shall be provided in conjunction with this development, and maintained at all times, including 11 covered spaces and 12 open guest/resident spaces. All uncovered parking spaces shall be double-striped and dimensioned per City standards. The striping shall be drawn on the plan or a note shall be included on the plan indicating the intent to double-stripe per City standards.

14. The minimum size of parallel parking spaces (for example, the five spaces located across drive aisle from Unit 11) is 22' long and 8.5' wide for regular spaces; and 20' long and 8.5' wide for compact spaces. Modify the spaces on grading and site plans to meet minimum requirements.
15. Parking for disabled persons shall be provided (including "Van Accessible" spaces) in full compliance with Section 1129B (Accessible Parking Required) of the California Building Code, including signage. All parking stalls shall be provided with six-inch curbing or concrete wheel stops in areas where a vehicle could reduce minimum required planter, driveway or sidewalk widths.
16. Two copies of the CC&Rs shall be submitted to the Planning Division (with the required review fee in effect at the time the CC&Rs are submitted) for review and approval prior to Final Map for the proposed project. The CC&Rs shall detail the responsibility for the maintenance of any driveways, parking areas, common landscaping, open space, walls, fencing, building exteriors, recreational facilities, common drainage facilities, etc., to the satisfaction of the Planning and Engineering Divisions. A homeowners' association shall be established for the relevant project components in accordance with Department of Real Estate requirements. A self-managed association shall not be allowed. The CC&Rs shall include a parking management plan which details any assigned spaces, parking restrictions, on-site vehicular maintenance, and guest parking.
17. An inspection by the Planning Division will be required prior to issuance of and certificates of occupancy. Items subject to inspection include, but are not limited to parking layout and striping (double-stripe), identification of handicap parking stalls and required tow-away signs, lighting, landscaping, as well as any outstanding condition(s) of approval. Everything should be installed prior to calling for an inspection, although preliminary inspections may be requested. Contact the project planner at (760) 839-4671 to arrange a final inspection.
18. Trash enclosures must be designed and built per City standards, and permanently maintained. All trash enclosures (including existing trash enclosures) shall meet current engineering requirements for storm water quality, which includes the installation of a decorative roof structure. Solid metal doors shall be incorporated into the trash enclosure. A decorative exterior finish shall be used. All trash enclosures must be screened by landscaping as specified in the Landscape Ordinance, including shrubs and/or vines. All trash enclosures shall be of sufficient size to allow for the appropriate number of trash and recyclable receptacles as determined by the Planning Division and Escondido Disposal, Inc. Trash enclosure location, dimensions and design shall be included on the building and landscaping plans.
19. Colors, materials and design of the project shall be in substantial conformance with the plans/exhibits approved by the staff Design Review committee, and the exhibits and details in the staff report to the satisfaction of the Planning Division. All units shall have a combination of alternating 4" and 8" hardiboard siding on the ground floor and 4" hardiboard on the second floor.
20. No signage is approved as part of this permit. All proposed signage associated with the project must comply with the City of Escondido Sign Ordinance (Article 66, Escondido Zoning Code). A separate sign permit shall be required prior to the installation of any signs.
21. All new utilities shall be underground.
22. All rooftop equipment must be fully screened from all public view utilizing materials and colors which match the building.
23. The City of Escondido hereby notifies the applicant that the County Clerk's office requires a documentary handling fee of \$50.00 in order to file a Notice of Exemption for the project (environmental determination for the project). In order to file the Notice of Exemption with the County Clerk, in conformance with the California Environmental Quality Act (CEQA) Section 15062, the applicant should remit to the City of Escondido Planning Division, within two working days of the final approval of the project (the final approval being the hearing date of the Planning Commission or City Council, if applicable), a certified check payable to the "County Clerk" in the amount of \$50.00. The filing of a Notice

of Exemption and the posting with the County Clerk starts a 35 day statute of limitations period on legal challenges to the agency's decision that the project is exempt from CEQA. Failure to submit the required fee within the specific time noted above will result in the Notice of Exemption not being filed with the County Clerk, and a 180 day statute of limitations will apply.

24. If any gated entrances are proposed in the future, they shall be approved by the Planning Division, Engineering Division, and Fire Department, and shall incorporate appropriate vehicle stacking, turn around areas, electrical switches and strobe detectors as approved by the Fire Department. Decorative materials shall be used in the design of the gate.
25. All project generated noise shall comply with the City's Noise Ordinance (Ord. 90-08) to the satisfaction of the Planning Division.
26. All habitable buildings shall be noise-insulated to maintain interior noise levels not exceeding 45 dBA or less, with plans certified by project architect.
27. No exemptions from the Grading Ordinance are approved as part of this project. All proposed grading shall conform with the conceptual grading plan.
28. Prior to issuance of any Certificates of Occupancy, a sign shall be located at the southern Elm Street entrance stating "One-Way Drive Do Not Enter."

Landscaping Conditions

1. Prior to occupancy, all perimeter, slope and parking lot landscaping shall be installed. All vegetation shall be maintained in a flourishing manner, and kept free of all foreign matter, weeds and plant materials not approved as part of the landscape plan. All irrigation shall be maintained in fully operational condition.
2. Five copies of a detailed landscape and irrigation plan(s) shall be submitted prior to issuance of grading or building permits, and shall be equivalent or superior to the concept plan attached as an exhibit to the satisfaction of the Planning Division. A plan check fee based on the current fee schedule will be collected at the time of the submittal. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Landscape Standards) of the Escondido Zoning Code. The plans shall be prepared by, or under the supervision of a licensed landscape architect.
3. The installation of the landscaping and irrigation shall be inspected by the project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.
4. Street trees shall be provided along each of the site's street frontages, in conformance with the Landscape Ordinance and the City of Escondido Street Tree List. Trees within five feet of the pavement shall be provided with root barriers.
5. Details of project fencing and walls, including materials and colors, shall be provided on the landscape plans. Fencing along the project boundary with the Escondido Creek shall be steel with concrete pilasters as shown on the concept landscape plan, or otherwise consistent with the Creek Trail Master Plan.
6. The area within the drainage basins shall be landscaped in compliance with Stormwater requirements, as determined by the Engineering Division. The area immediately surrounding the basins shall contain a combination of shrubs and trees, with seating areas to the satisfaction of the Planning Division.

7. The landscape plan shall be revised to provide landscape wells (or equivalent) with no curbing (or rolled curbing) instead of a landscape strip at the four parking spaces opposite Unit 11, in order to provide parking spaces with a minimum width of 8.5 feet.
8. Revised landscape plans shall show symbols for all plant types to enable conformance review.

Building Division Conditions

1. Appropriate accessible paths of travel shall be required from the public way, as required by the Building Official.

Fire Department Conditions

1. Tiff or PDF file copy of project shall be provided to the Fire Department showing building floor plan, roof plan and site plan.

Fire Protection Systems

1. NFPA 13R **automatic fire sprinkler system** will be required.
2. Sprinklers will be required on all overhangs exceeding four feet.
3. Smoke detectors shall be required above all stairwell landings.
4. An approved fire alarm system shall be required.
5. A fire hydrant is required to be located within 50 feet of the fire department connection, unless otherwise specified. Please show location on plans.
6. Fire hydrants capable of delivering 2,500 GPM at 20 PSI residual pressure shall be required every 300 feet to the satisfaction of the Fire Department.
7. Additional hydrants may be required near intersections, fire department connections or other locations.
8. Extinguisher(s) shall be provided at locations indicated with a minimum rating of 2A-10B: C in a visible and accessible location, at an exit or in the exit path. Walking distance is not to exceed 75 feet (CFC 906.2; T-19 Art. 5). Extinguishers must be mounted not more than 5 feet nor less than 3 ½ feet above the floor.

Access

1. Access roads shall be improved to a minimum 20' paved width. "NO PARKING" must be posted.
2. Speed humps/bumps shall not be allowed.
3. All-weather paved access, able to support the weight of a fire engine (75K lbs.) and approved fire hydrants shall be provided prior to the accumulation of any combustible materials on the job site.
4. All gated entrances shall be equipped with electric switches accessible from both sides and operable by dual-keyed switches for both fire and police. Electric gates shall be operable by Fire Department strobe detectors and allow free exiting. A funding method to provide ongoing maintenance of fire lanes, electric gates, and other fire & life safety requirements **must** be provided for in the CC&Rs and/or the Association, to the satisfaction of the Fire Department. A responsible property manager shall be easily accessible to the Fire Department.

5. A 28' inside turning radius shall be required on all corners to the satisfaction of the Fire Department.
6. Barricades shall not obstruct fire hydrants or impede emergency vehicle access.
7. 13'6" vertical clearances shall be provided in all access and driveway areas. Trees that obstruct the vertical clearance or access width shall be trimmed or removed and provisions to provide ongoing maintenance must be reflected in the CC&Rs. A copy of the CC&Rs listing this requirement must be submitted.
8. Red curbs with 4" white lettering, "NO PARKING FIRE LANE" signs are required in 24'-wide access areas and provisions to provide ongoing maintenance shall be reflected in the CC&Rs. A copy of the CC&Rs listing this requirement shall be submitted to the Escondido Planning Department. "FIRE LANE" signs and red curbs shall meet specifications of the Escondido Police Department.
9. Must maintain a minimum required access width of 20' to allow for on-street parking, loading and unloading of vehicles and still provide clear and unobstructed emergency vehicle access. One side to be marked as "FIRE LANE" (must meet Escondido Fire Department standards).
10. 13'6" vertical clearance must be provided in all access and driveway areas. Trees that obstruct the vertical clearance or access width must be trimmed or removed and provisions to provide ongoing maintenance must be reflected in the CC&Rs. A copy of the CC&Rs listing this requirement must be submitted.
11. Red curbs with 4" white lettering "NO PARKING FIRE LANE" are required in the turn-around and provisions to provide ongoing maintenance must be reflected in the CC&Rs. A copy of the CC&Rs listing this requirement must be submitted.

Engineering Division Conditions

GENERAL

1. The applicant shall provide the City Engineer with a Subdivision Guarantee and Title Report covering subject property.
2. The location of all existing on-site utilities shall be determined by the Engineer. If a conflict occurs with proposed lots, these utilities shall be relocated.
3. All final building inspections and the occupancy of any units will be withheld until the Elm Street surface and utility improvements to be constructed by City contract and funding per Improvement plan P11-0001 are completed and accepted by the City Engineer and Utilities Engineer.
4. As surety for the construction of required on-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the developer with the City of Escondido prior to the approval of this Subdivision.
5. No Building Permits shall be issued for any construction within this Subdivision until the either of the following is complete:
 - a) All conditions of the Tentative Subdivision Map have been fulfilled; or

- b) Those conditions unfulfilled at the time of an application for Building Permits shall be secured and agreements executed in a form and manner satisfactory to the City Attorney and City Engineer.
- 6. If offsite conditions along Elm Street necessitate design and construction changes to the proposed Elm Street surface and/or utility improvements as shown on Improvement plan P11-0001, the developer will be responsible to modify their improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer and the Utility Engineer.
- 7. All improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be determined by and corrected to the satisfaction of the City Engineer.
- 8. The engineer shall submit to the Planning Department a copy of the Tentative Map as presented to the Planning Commission and the City Council. The Tentative Map will be signed by the Planning Department verifying that it is an accurate reproduction of the approved Tentative Map and must be included in the first submittal for plan check to the Engineering Department.

STREET IMPROVEMENTS AND TRAFFIC

- 1. Private street improvements shall be constructed to City Standards as required by the Subdivision Ordinance in effect at the time of the Tentative Map approval and to the satisfaction of the City Engineer. Specific details, including final street improvement widths, right-of-way widths, concrete curb and gutters, drainage, lighting, etc. shall be resolved to the satisfaction of the City Engineer.
- 2. The developer will be responsible to modify their onsite improvements to accommodate any changes to the proposed offsite improvements as noted above. The determination and extent of the modification shall be to the satisfaction of the City Engineer.
- 3. The northerly private driveway shall be striped and/or signed as "No parking" and shall be constructed to accommodate access to the adjacent properties in a manner consistent with any access easements or rights they may be found to have to the satisfaction of the City Engineer and the Fire Marshal.
- 4. The northerly driveway shall be signed and/or striped as a "One Way" entrance to the project and shall have a paved width of no less than 20 feet. The southerly driveway shall be signed and/or striped as a "One Way" exit for the project and shall have an aisle width of no less than 20 feet.
- 5. The address of each lot/dwelling unit shall either be painted on the curb or, where curbs are not available, posted in such a manner that the address is visible from the street. In both cases, the address shall be placed in a manner and location approved by the City Engineer.
- 6. All on-site roads, driveways and parking areas shall be private. Typical sections and design details shall be to the satisfaction of the City Engineer and Community Development Director.
- 7. Sidewalk construction shall be contiguous to the curb in accordance with current Escondido Design Standards and driveway aprons shall meet all current ADA requirements.
- 8. Pedestrian access routes shall be provided into the project to the satisfaction of the City Engineer.
- 9. Street lighting shall be required on all on-site private streets. It shall be the responsibility of the property owner's association to adequately maintain the street lighting system and such maintenance responsibility shall be clearly stated in the CC&R's.

GRADING

1. A site grading and erosion control plan shall be approved by the Engineering Department. The first submittal of the grading plan shall be accompanied by 3 copies of the preliminary soils and geotechnical report. The soils engineer will be required to indicate in the soils report that he/she has reviewed the grading and retaining wall design and found it to be in conformance with his/her recommendations.
2. Erosion control, including riprap, interim slope planting, sandbags, or other erosion control measures shall be provided to control sediment and silt from the project. The developer shall be responsible for maintaining all erosion control facilities throughout the project.
3. All proposed retaining walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retain wall design is in conformance with the recommendations and specifications as outlined in his report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by Regional or City Standard Drawings. Retaining walls or deepened footings that are to be constructed as part of a building structure will be permitted as part of the Building Dept. plan review and permit process.
4. The developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.
5. A General Construction Activity Permit is required from the State Water Resources Board for all storm water discharges associated with a construction activity where clearing, grading and excavation results in a land disturbance of one(1) or more acres.
6. Lot drainage shall meet the requirements of current Escondido Design Standards and the City Engineer and shall include the construction of necessary brow ditches.
7. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.
8. Unless specifically permitted to remain by the County Health Department, all existing wells within the project shall be abandoned and capped, and all existing septic tanks within the project shall be pumped and backfilled per County Health Department requirements.
9. The developer will be required to obtain permission from adjoining property owners for any off-site grading and slopes necessary to construct the project and/or the required improvements.
10. All driveway grades shall conform to current Escondido Design Standards and Escondido Standard Drawings.

DRAINAGE

1. Final on-site and off-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a drainage study to be prepared by the engineer of work. The drainage study shall be in conformance with the City of Escondido Design Standards.
2. The project shall limit drainage flows to their pre-construction rates. Details and calculations for detention basins shall be submitted in the drainage study and approved as part of the grading plan check.

3. A Final Water Quality Technical Report in compliance with City's latest adopted Storm Water Management Requirements shall be prepared and submitted for approval together with the final improvement and grading plans. The Water Quality Technical Report shall include hydro-modification calculations, post construction storm water treatment measures and maintenance requirements.
4. All site drainage with emphasis on the parking and drive way areas shall be treated to remove expected contaminants using a high efficiency non-mechanical method of treatment. The City highly encourages the use of bio-retention areas as the primary method of storm water retention and treatment. The landscape plans will need to reflect these areas of storm water treatment.
5. The developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement. This Agreement shall be referenced in the CC&Rs.
6. All storm drain systems constructed with this project shall be considered private. The responsibility for maintenance of these storm drains and all post construction storm water treatment facilities shall be that of the property owner's association. Provisions stating this shall be included in the CC&R'S.

WATER SUPPLY

1. The developer will be responsible to modify their onsite water improvements to accommodate any changes to the proposed offsite improvements as noted above. The determination and extent of the modification shall be to the satisfaction of the Utilities Engineer.
2. All onsite public water main locations and sizing shall be to the satisfaction of the Utilities Engineer. Required water main improvements shall include a minimum 8" PVC onsite public water main looped through the project and designed for the required fire flows.
3. Fire hydrants together with an adequate water supply shall be installed at locations approved by the Fire Marshal.
4. All on-site water lines not in public easements will be considered a private water system. The property owner's association will be responsible for all maintenance of these waterlines. This shall be clearly stated in the CC&R's.

RECLAIMED WATER

1. The developer is required to construct a separate irrigation system for the major common areas, detention basin, street parkways that can use either potable or reclaimed water. This system should be built to the satisfaction of the Community Development Director and the Utilities Engineer.

SEWER

1. The developer will be responsible to modify their onsite sewer improvements to accommodate any changes to the proposed offsite improvements as noted above. The determination and extent of the modification shall be to the satisfaction of the Utilities Engineer.
2. All sewer main locations and sizing of mains shall be to the satisfaction of the Utilities Engineer. Required sewer main improvements include an 8-inch public main extended from the City constructed 8-inch sewer stub-out at right-of-way in the northerly driveway and into the project such that sewer laterals for each unit can be constructed per City Standard and Uniform Plumbing code.
3. Sewer mains with less than 3 feet of cover shall be protected by reinforced concrete encasement subject to approval by the Utilities Engineer.
4. Sewer manholes less than 4 feet deep shall be per special design as directed by the Utilities Engineer.

5. No trees or deep rooted bushes shall be planted within 10' of any sewer lateral.

FINAL MAP - EASEMENTS AND DEDICATIONS

1. All easements, both private and public, affecting subject property shall be shown and delineated on the Final Map.
2. Necessary public utility easements for sewer, water shall be granted to the City on the Final Map. The minimum easement width is 20 feet. Easements with multiple utilities shall be increased accordingly.
3. A public utility easement shall be dedicated over the private streets. The public utility easement shall extend to include all public utility facilities including water meters, fire hydrants, air valves, etc.
4. The developer is responsible for making the arrangements to quitclaim all easements of record which conflict with the proposed development prior to approval of the final map. If an easement of record contains an existing utility that must remain in service, proof of arrangements to quitclaim the easement once new utilities are constructed must be submitted to the City Engineer prior to approval of the Final Map. Building permits will not be issued for lots in which construction will conflict with existing easements, nor will any securities be released until the existing easements are quitclaimed.

REPAYMENTS AND FEES

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

CC&R's

1. Copies of the CC&R's shall be submitted to the Engineering Department and Planning Department for approval prior to approval of the Final Map.
2. The developer shall make provisions in the CC&R's for maintenance by the homeowners' association of private roadways, driveways, parking areas, private utilities(including sewer and water), drainage swales, private street lighting, storm drains, storm water treatment basins and facilities, and any common open spaces. These provisions must be approved by the Engineering Department prior to approval of the Final Map.
3. The CC&Rs shall reference the recorded Storm Water Control Facility Maintenance Agreement and the approved Water Quality Technical Report for the project.
4. The CC&R's must state that the property owners' association assumes liability for damage and repair to City utilities in the event that damage is caused by the property owners' association when repair or replacement of private utilities is done.
5. The CC&R's must state that (if stamped concrete is used in the private street) the homeowners' association is responsible for replacing the stamped concrete in kind if the City has to trench the street for repair or replacement of an existing utility.

UTILITY UNDERGROUNDING AND RELOCATION

1. All existing overhead utilities within the subdivision boundary or along fronting streets shall be relocated underground as required by the Subdivision Ordinance. The developer may request a waiver of this condition by writing a letter to the City Engineer explaining his/her reasons for requesting the waiver. The developer will be required to pay a waiver fee as adopted by City Council resolution.
2. The developer shall sign a written agreement stating that he has made all such arrangements as may be necessary to coordinate and provide utility construction, relocation and undergrounding. All new utilities shall be constructed underground.



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

Notice of Exemption

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

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

Project Title/Case No.: SUB12-0014

Project Location - Specific: On the western side of Elm Street, between Washington Avenue and the Escondido Creek, addressed as 537 North Elm Street (APNs 230-103-17 and 230-103-22)

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

Description of Project:

A request for a one-lot Tentative Subdivision Map and a Condominium Permit for the development of eleven condominium units on a 0.96-acre site in the R-3-18 (Multi-family residential, 18 units per acre maximum) zone. The units all would be two-story with 1,330 SF and three bedrooms. One unit would be a detached accessible unit and the remaining ten units would be arranged as attached duplexes. Each unit would have a private fenced yard and would take access from a new, private, one-way drive aisle from Elm Street. Twenty-three on-site parking spaces would be provided for residents and guests, including handicap accessible spaces and 11 covered spaces for residents. The project also involves a request for Density Bonus provisions as permitted by State law, including a reduced parking ratio and a reduction in the front-yard and side-yard setbacks for two parking spaces.

Name of Public Agency Approving Project: City of Escondido

Name of Person or Agency Carrying Out Project:

Name: San Diego Habitat for Humanity, Ken Kosman Telephone: (619) 283-4663
Address: 10222 San Diego Mission Road, San Diego, CA 92108-2135

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

Exempt Status:

Categorical Exemption. Type and section number: 15332, "In-Fill Development Projects"

Reasons why project is exempt:

1. The proposed project is consistent with the General Plan designation of Urban III, all applicable General Plan policies and the Zoning Code.
2. Approval of the proposed project would not result in any significant effects relating to traffic, noise, air quality or water quality.
3. The project site has no value as habitat for endangered, rare or threatened species, as the site has been previously cleared, is surrounded by urban uses and does not contain any sensitive habitat or species.
4. The project site is within the City limits, on a site of no more than five acres, and is substantially surrounded by urban uses.
5. The site can be adequately served by all required utilities and public services.

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

Signature: Kristina Owens 3/3/14
Kristina Owens, Associate Planner Date

☒ Signed by Lead Agency Date received for filing at OPR:

☐ Signed by Applicant

RESOLUTION NO. 2014-32

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING A ONE-LOT TENTATIVE
SUBDIVISION MAP AND A CONDOMINIUM
PERMIT FOR ELEVEN NEW CONDOMINIUM
UNITS

Applicant: San Diego Habitat for Humanity
Planning Case No.: SUB 12-0014

WHEREAS, pursuant to Article 61 of the Escondido Zoning Code, the Planning Commission did, on March 25, 2014, consider, and by Resolution No. 6005, recommend approval of an application for one-lot Tentative Subdivision Map and a Condominium Permit for the development of eleven, affordable condominium units on a vacant 0.96-acre site in the R-3-18 zone. The project site is located on the western side of Elm Street, between Washington Avenue and the Escondido Creek, addressed as 537 North Elm Street (APNs 230-103-17 and 230-103-22); and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA") a Notice of Exemption was issued on March 3, 2014, in accordance with CEQA Section 15332, "In-Fill Development Projects;" and

WHEREAS, a notice was published and mailed as required by the Escondido Zoning Code and applicable State law, and that a public hearing was held regarding the appeal and that all persons desiring to speak did so; and

WHEREAS, this City Council has reviewed and considered the proposed Tentative Subdivision Map and Condominium Permit, the staff reports, a copy of which

are on file in the Planning Division, the recommendations of the Planning Commission, and public testimony presented at the Council hearing; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said Tentative Subdivision Map and Condominium Permit and adopt the environmental determination.

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 Findings of Fact, attached as Exhibit "A" and incorporated by this reference, were made by said Council.
3. That upon consideration of the Findings, all material in the staff reports, and public testimony presented at the hearing, this City Council approves said Tentative Subdivision Map and Condominium Permit, as reflected on plans and documents on file in the offices of the City Clerk and Planning Division, and subject to Conditions of Approval set forth as Exhibit "B" and incorporated by this reference, and certifies the environmental determination.

EXHIBIT "A"
FINDINGS OF FACT
SUB 12-0014

Tentative Subdivision Map

1. The proposed one-lot subdivision map with a density of 11.5 du/acre is consistent with the General Plan designation of Urban III, which permits a maximum density of 18 du/acre. The project is in conformance with the General Plan. Although the Zoning Code requires a new development not have a density below 70% of the maximum permitted density, the proposed project meets the exception to this requirement for projects that do not preclude the City from meeting its housing needs as described in the Housing Element. The proposed project would provide 11 units affordable to low income households helping to meet the City's housing need.
2. As conditioned, the design and improvements of the proposed subdivision map are consistent with the requirements of the R-3-18 zone, since the development is consistent with the development standards of the R-3-18 zone and the deviation allowances of State density bonus law.
3. The site is fairly flat and physically suited for this type of development, since the concept plans show minimal grading required for the development and setbacks consistent with the Zoning Code. The site is zoned for multi-family residential development and is surrounded by existing residential development of similar density.
4. The design of the subdivision map and proposed improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish, wildlife, or their habitat since no stream course or endangered wildlife occurs on the property.
5. The design of the subdivision map and the type of improvements are not likely to cause serious public health problems since city water and sewer facilities exist in the area and are available to the site, vehicle traffic generated by the project would not materially degrade the level of service on the adjoining streets or intersections, and the project is conditioned to provide necessary street improvements.
6. The design of the subdivision map and the type of improvements will not conflict with existing easements of record, or easements established through court judgments or acquired by the population at large, for access through, or use of, property within the proposed subdivision map, based on review of available maps and a preliminary title report for the property.
7. The requirements of the California Environmental Quality Act have been met since it was found that the project will not have a significant effect on the environment as

demonstrated in the Notice of Exemption, issued on March 3, 2014, in accordance with CEQA section 15332 (In-Fill Development Projects).

8. The design of the subdivision map has provided, to the extent feasible, for passive or natural heating or cooling opportunities in the subdivision. Unit sizes and configuration provide opportunities for passive/solar heating and landscaping provides passive cooling opportunities.
9. All permits and approvals applicable to the proposed map pursuant to the Escondido Zoning Code will be obtained prior to recordation of the map.

Condominium Permit

1. The development of this project as condominium units is consistent with the Condominium requirements of the Zoning Code, since the project provides the architectural and site planning amenities which are available in other similar ownership developments.
2. The project meets the requirements of the Zoning Code, including parking and setbacks, with the exception of deviations permitted by the state Density Bonus law. The project also meets and complies with all Engineering Division, Utilities Division, Fire Department, and Building Code requirements.
3. Based upon the number of units in the project, and the fact that the project involves new construction, the City is reasonably assured that long-term financial viability would exist. The structural, electrical, mechanical, and plumbing components should last the life of the building and the homeowner's association, with 11 members, would have the necessary funding to ensure the development is well-maintained.

EXHIBIT "B"
CONDITIONS OF APPROVAL
SUB 12-0014

Planning Division Conditions

1. The developer shall be required to pay all development fees of the City then in effect at the time and in such amounts as may prevail when building permits are issued, including any applicable City-Wide Facilities fees.
2. All construction and grading shall comply with all applicable requirements of the Escondido Zoning Code and requirements of the Planning Division, Engineering Division, Building Division, and Fire Department.
3. The legal description attached to the application has been provided by the applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.
4. The approval of the Condominium Permit is contingent upon recordation of SUB 12-0014. The life of this Condominium Permit shall run concurrently with that of the Tentative Subdivision Map (SUB 12-0014). The Tentative Map shall expire after thirty-six months (36) if the final map is not recorded or an extension of time is not granted.
5. Access for use of heavy fire-fighting equipment, as required by the Fire Chief, shall be provided to the job site at the start of any construction and maintained until all construction is complete. Also, there shall be no stockpiling of combustible materials, and there shall be no foundation inspections given unless and until on-site fire hydrants with adequate fire flow are in service to the satisfaction of the Fire Marshall.
6. If blasting is required, verification of a San Diego County Explosives Permit and a copy of the blaster's public liability insurance policy shall be filed with the Fire Chief and City Engineer prior to any blasting within the City of Escondido.
7. Three copies of the revised Tentative Map reflecting any modification or changes required by the approval shall be submitted to the Planning Division for certification prior to approval of the Final Map.
8. No units shall be sold or conveyed until the Final Map is recorded.
9. All requirements of the Public Art Partnership Program, Ordinance No. 86-70, shall be satisfied prior to building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.

10. The developer shall deposit \$500.00 per unit to the Planning Division, prior to approval of the final map for SUB 12-0014. Said deposit shall be used solely and exclusively as a contingency fund for emergencies which might arise relating to exterior structures, open space areas, and other repairs as may be assumed by the Homeowner's Association or management corporation, pursuant to Section 33-957 of the Escondido Zoning Code.
11. Upon conveyance of the first unit, the developer shall be responsible for contributing the monthly homeowner's association assessment for each unsold unit, under authority of the Final Subdivision Public Report issued by the California Department of Real Estate.
12. All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting) of the Escondido Zoning Code. All outdoor lighting shall be arranged so as to prevent light from reflecting upon adjacent properties or streets.
13. A minimum of 23 striped parking spaces shall be provided in conjunction with this development, and maintained at all times, including 11 covered spaces and 12 open guest/resident spaces. All uncovered parking spaces shall be double-striped and dimensioned per City standards. The striping shall be drawn on the plan or a note shall be included on the plan indicating the intent to double-stripe per City standards.
14. The minimum size of parallel parking spaces (for example, the five spaces located across drive aisle from Unit 11) is 22' long and 8.5' wide for regular spaces; and 20' long and 8.5' wide for compact spaces. Modify the spaces on grading and site plans to meet minimum requirements.
15. Parking for disabled persons shall be provided (including "Van Accessible" spaces) in full compliance with Section 1129B (Accessible Parking Required) of the California Building Code, including signage. All parking stalls shall be provided with six-inch curbing or concrete wheel stops in areas where a vehicle could reduce minimum required planter, driveway or sidewalk widths.
16. Two copies of the CC&Rs shall be submitted to the Planning Division (with the required review fee in effect at the time the CC&Rs are submitted) for review and approval prior to Final Map for the proposed project. The CC&Rs shall detail the responsibility for the maintenance of any driveways, parking areas, common landscaping, open space, walls, fencing, building exteriors, recreational facilities, common drainage facilities, etc., to the satisfaction of the Planning and Engineering Divisions. A homeowners' association shall be established for the relevant project components in accordance with Department of Real Estate requirements. A self-managed association shall not be allowed. The CC&Rs shall include a parking management plan which details any assigned spaces, parking restrictions, on-site vehicular maintenance, and guest parking.

17. An inspection by the Planning Division will be required prior to issuance of and certificates of occupancy. Items subject to inspection include, but are not limited to parking layout and striping (double-stripe), identification of handicap parking stalls and required tow-away signs, lighting, landscaping, as well as any outstanding condition(s) of approval. Everything should be installed prior to calling for an inspection, although preliminary inspections may be requested. Contact the project planner at (760) 839-4671 to arrange a final inspection.
18. Trash enclosures must be designed and built per City standards, and permanently maintained. All trash enclosures (including existing trash enclosures) shall meet current engineering requirements for storm water quality, which includes the installation of a decorative roof structure. Solid metal doors shall be incorporated into the trash enclosure. A decorative exterior finish shall be used. All trash enclosures must be screened by landscaping as specified in the Landscape Ordinance, including shrubs and/or vines. All trash enclosures shall be of sufficient size to allow for the appropriate number of trash and recyclable receptacles as determined by the Planning Division and Escondido Disposal, Inc. Trash enclosure location, dimensions and design shall be included on the building and landscaping plans.
19. Colors, materials and design of the project shall be in substantial conformance with the plans/exhibits approved by the staff Design Review committee, and the exhibits and details in the staff report to the satisfaction of the Planning Division. All units shall have a combination of alternating 4" and 8" hardiboard siding on the ground floor and 4" hardiboard on the second floor.
20. No signage is approved as part of this permit. All proposed signage associated with the project must comply with the City of Escondido Sign Ordinance (Article 66, Escondido Zoning Code). A separate sign permit shall be required prior to the installation of any signs.
21. All new utilities shall be underground.
22. All rooftop equipment must be fully screened from all public view utilizing materials and colors which match the building.
23. The City of Escondido hereby notifies the applicant that the County Clerk's office requires a documentary handling fee of \$50.00 in order to file a Notice of Exemption for the project (environmental determination for the project). In order to file the Notice of Exemption with the County Clerk, in conformance with the California Environmental Quality Act (CEQA) Section 15062, the applicant should remit to the City of Escondido Planning Division, within two working days of the final approval of the project (the final approval being the hearing date of the Planning Commission or City Council, if applicable), a certified check payable to the "County Clerk" in the amount of \$50.00. The filing of a Notice of Exemption and the posting with the County Clerk starts a 35 day statute of limitations period on legal challenges to the

agency's decision that the project is exempt from CEQA. Failure to submit the required fee within the specific time noted above will result in the Notice of Exemption not being filed with the County Clerk, and a 180 day statute of limitations will apply.

24. If any gated entrances are proposed in the future, they shall be approved by the Planning Division, Engineering Division, and Fire Department, and shall incorporate appropriate vehicle stacking, turn around areas, electrical switches and strobe detectors as approved by the Fire Department. Decorative materials shall be used in the design of the gate.
25. All project generated noise shall comply with the City's Noise Ordinance (Ord. 90-08) to the satisfaction of the Planning Division.
26. All habitable buildings shall be noise-insulated to maintain interior noise levels not exceeding 45 dBA or less, with plans certified by project architect.
27. No exemptions from the Grading Ordinance are approved as part of this project. All proposed grading shall conform with the conceptual grading plan.
28. Prior to issuance of any Certificates of Occupancy, a sign shall be located at the southern Elm Street entrance stating "One-Way Drive Do Not Enter."

Landscaping Conditions

1. Prior to occupancy, all perimeter, slope and parking lot landscaping shall be installed. All vegetation shall be maintained in a flourishing manner, and kept free of all foreign matter, weeds and plant materials not approved as part of the landscape plan. All irrigation shall be maintained in fully operational condition.
2. Five copies of a detailed landscape and irrigation plan(s) shall be submitted prior to issuance of grading or building permits, and shall be equivalent or superior to the concept plan attached as an exhibit to the satisfaction of the Planning Division. A plan check fee based on the current fee schedule will be collected at the time of the submittal. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Landscape Standards) of the Escondido Zoning Code. The plans shall be prepared by, or under the supervision of a licensed landscape architect.
3. The installation of the landscaping and irrigation shall be inspected by the project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The applicant

shall submit the Certificate of Compliance to the Planning Division and request a final inspection.

4. Street trees shall be provided along each of the site's street frontages, in conformance with the Landscape Ordinance and the City of Escondido Street Tree List. Trees within five feet of the pavement shall be provided with root barriers.
5. Details of project fencing and walls, including materials and colors, shall be provided on the landscape plans. Fencing along the project boundary with the Escondido Creek shall be steel with concrete pilasters as shown on the concept landscape plan, or otherwise consistent with the Creek Trail Master Plan.
6. The area within the drainage basins shall be landscaped in compliance with Stormwater requirements, as determined by the Engineering Division. The area immediately surrounding the basins shall contain a combination of shrubs and trees, with seating areas to the satisfaction of the Planning Division.
7. The landscape plan shall be revised to provide landscape wells (or equivalent) with no curbing (or rolled curbing) instead of a landscape strip at the four parking spaces opposite Unit 11, in order to provide parking spaces with a minimum width of 8.5 feet.
8. Revised landscape plans shall show symbols for all plant types to enable conformance review.

Building Division Conditions

1. Appropriate accessible paths of travel shall be required from the public way, as required by the Building Official.

Fire Department Conditions

1. Tiff or PDF file copy of project shall be provided to the Fire Department showing building floor plan, roof plan and site plan.

Fire Protection Systems

1. NFPA 13R **automatic fire sprinkler system** will be required.
2. Sprinklers will be required on all overhangs exceeding four feet.
3. Smoke detectors shall be required above all stairwell landings.

4. An approved fire alarm system shall be required.
5. A fire hydrant is required to be located within 50 feet of the fire department connection, unless otherwise specified. Please show location on plans.
6. Fire hydrants capable of delivering 2,500 GPM at 20 PSI residual pressure shall be required every 300 feet to the satisfaction of the Fire Department.
7. Additional hydrants may be required near intersections, fire department connections or other locations.
8. Extinguisher(s) shall be provided at locations indicated with a minimum rating of 2A-10B: C in a visible and accessible location, at an exit or in the exit path. Walking distance is not to exceed 75 feet (CFC 906.2; T-19 Art. 5). Extinguishers must be mounted not more than 5 feet nor less than 3 ½ feet above the floor.

Access

1. Access roads shall be improved to a minimum 20' paved width. "NO PARKING" must be posted.
2. Speed humps/bumps shall not be allowed.
3. All-weather paved access, able to support the weight of a fire engine (75K lbs.) and approved fire hydrants shall be provided prior to the accumulation of any combustible materials on the job site.
4. All gated entrances shall be equipped with electric switches accessible from both sides and operable by dual-keyed switches for both fire and police. Electric gates shall be operable by Fire Department strobe detectors and allow free exiting. A funding method to provide ongoing maintenance of fire lanes, electric gates, and other fire & life safety requirements **must** be provided for in the CC&Rs and/or the Association, to the satisfaction of the Fire Department. A responsible property manager shall be easily accessible to the Fire Department.
5. A 28' inside turning radius shall be required on all corners to the satisfaction of the Fire Department.
6. Barricades shall not obstruct fire hydrants or impede emergency vehicle access.
7. 13'6" vertical clearances shall be provided in all access and driveway areas. Trees that obstruct the vertical clearance or access width shall be trimmed or removed and provisions to provide ongoing maintenance must be reflected in the CC&Rs. A copy of the CC&Rs listing this requirement must be submitted.

8. Red curbs with 4" white lettering, "NO PARKING FIRE LANE" signs are required in 24'-wide access areas and provisions to provide ongoing maintenance shall be reflected in the CC&Rs. A copy of the CC&Rs listing this requirement shall be submitted to the Escondido Planning Department. "FIRE LANE" signs and red curbs shall meet specifications of the Escondido Police Department.
9. Must maintain a minimum required access width of 20' to allow for on-street parking, loading and unloading of vehicles and still provide clear and unobstructed emergency vehicle access. One side to be marked as "FIRE LANE" (must meet Escondido Fire Department standards).
10. 13'6" vertical clearance must be provided in all access and driveway areas. Trees that obstruct the vertical clearance or access width must be trimmed or removed and provisions to provide ongoing maintenance must be reflected in the CC&Rs. A copy of the CC&Rs listing this requirement must be submitted.
11. Red curbs with 4" white lettering "NO PARKING FIRE LANE" are required in the turn-around and provisions to provide ongoing maintenance must be reflected in the CC&Rs. A copy of the CC&Rs listing this requirement must be submitted.

Engineering Division Conditions

GENERAL

1. The applicant shall provide the City Engineer with a Subdivision Guarantee and Title Report covering subject property.
2. The location of all existing on-site utilities shall be determined by the Engineer. If a conflict occurs with proposed lots, these utilities shall be relocated.
3. The applicant shall coordinate their work with the Elm Street improvements to be constructed by City contract in accordance with Improvement Plan P11-001. Completion of these improvements is subject to approval by the City Council. Final building inspections and occupancy of units should be scheduled to occur after completion of Elm Street surface and utility improvements subject to the approval of the City Engineer and Utilities Engineer.
4. As surety for the construction of required on-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the developer with the City of Escondido prior to the approval of this Subdivision.
5. No Building Permits shall be issued for any construction within this Subdivision until the either of the following is complete:

- a) All conditions of the Tentative Subdivision Map have been fulfilled: or
 - b) Those conditions unfulfilled at the time of an application for Building Permits shall be secured and agreements executed in a form and manner satisfactory to the City Attorney and City Engineer.
- 6. If offsite conditions along Elm Street necessitate design and construction changes to the proposed Elm Street surface and/or utility improvements as shown on Improvement plan P11-0001, the developer will be responsible to modify their improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer and the Utility Engineer.
 - 7. All improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be determined by and corrected to the satisfaction of the City Engineer.
 - 8. The engineer shall submit to the Planning Department a copy of the Tentative Map as presented to the Planning Commission and the City Council. The Tentative Map will be signed by the Planning Department verifying that it is an accurate reproduction of the approved Tentative Map and must be included in the first submittal for plan check to the Engineering Department.

STREET IMPROVEMENTS AND TRAFFIC

- 1. Private street improvements shall be constructed to City Standards as required by the Subdivision Ordinance in effect at the time of the Tentative Map approval and to the satisfaction of the City Engineer. Specific details, including final street improvement widths, right-of-way widths, concrete curb and gutters, drainage, lighting, etc. shall be resolved to the satisfaction of the City Engineer.
- 2. The developer will be responsible to modify their onsite improvements to accommodate any changes to the proposed offsite improvements as noted above. The determination and extent of the modification shall be to the satisfaction of the City Engineer.
- 3. The northerly private driveway shall be striped and/or signed as "No parking" and shall be constructed to accommodate access to the adjacent properties in a manner consistent with any access easements or rights they may be found to have to the satisfaction of the City Engineer and the Fire Marshal.
- 4. The northerly driveway shall be signed and/or striped as a "One Way" entrance to the project and shall have a paved width of no less than 20 feet. The southerly driveway shall be signed and/or striped as a "One Way" exit for the project and shall have an aisle width of no less than 20 feet.

5. The address of each lot/dwelling unit shall either be painted on the curb or, if curbs are not available, posted in such a manner that the address is visible from the street. In both cases, the address shall be placed in a manner and location approved by the City Engineer.
6. All on-site roads, driveways and parking areas shall be private. Typical sections and design details shall be to the satisfaction of the City Engineer and Community Development Director.
7. Sidewalk construction shall be contiguous to the curb in accordance with current Escondido Design Standards and driveway aprons shall meet all current ADA requirements.
8. Pedestrian access routes shall be provided into the project to the satisfaction of the City Engineer.
9. Street lighting shall be required on all on-site private streets. It shall be the responsibility of the property owner's association to adequately maintain the street lighting system and such maintenance responsibility shall be clearly stated in the CC&R's.

GRADING

1. A site grading and erosion control plan shall be approved by the Engineering Department. The first submittal of the grading plan shall be accompanied by 3 copies of the preliminary soils and geotechnical report. The soils engineer will be required to indicate in the soils report that he/she has reviewed the grading and retaining wall design and found it to be in conformance with his/her recommendations.
2. Erosion control, including riprap, interim slope planting, sandbags, or other erosion control measures shall be provided to control sediment and silt from the project. The developer shall be responsible for maintaining all erosion control facilities throughout the project.
3. All proposed retaining walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retain wall design is in conformance with the recommendations and specifications as outlined in his report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by Regional or City Standard Drawings. Retaining walls or deepened footings that are to be constructed as part of a building structure will be permitted as part of the Building Dept. plan review and permit process.

4. The developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.
5. A General Construction Activity Permit is required from the State Water Resources Board for all storm water discharges associated with a construction activity where clearing, grading and excavation results in a land disturbance of one(1) or more acres.
6. Lot drainage shall meet the requirements of current Escondido Design Standards and the City Engineer and shall include the construction of necessary brow ditches.
7. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.
8. Unless specifically permitted to remain by the County Health Department, all existing wells within the project shall be abandoned and capped, and all existing septic tanks within the project shall be pumped and backfilled per County Health Department requirements.
9. The developer will be required to obtain permission from adjoining property owners for any off-site grading and slopes necessary to construct the project and/or the required improvements.
10. All driveway grades shall conform to current Escondido Design Standards and Escondido Standard Drawings.

DRAINAGE

1. Final on-site and off-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a drainage study to be prepared by the engineer of work. The drainage study shall be in conformance with the City of Escondido Design Standards.
2. The project shall limit drainage flows to their pre-construction rates. Details and calculations for detention basins shall be submitted in the drainage study and approved as part of the grading plan check.
3. A Final Water Quality Technical Report in compliance with City's latest adopted Storm Water Management Requirements shall be prepared and submitted for approval together with the final improvement and grading plans. The Water Quality Technical Report shall include hydro-modification calculations, post construction storm water treatment measures and maintenance requirements.

4. All site drainage with emphasis on the parking and drive way areas shall be treated to remove expected contaminants using a high efficiency non-mechanical method of treatment. The City highly encourages the use of bio-retention areas as the primary method of storm water retention and treatment. The landscape plans will need to reflect these areas of storm water treatment.
5. The developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement. This Agreement shall be referenced in the CC&Rs.
6. All storm drain systems constructed with this project shall be considered private. The responsibility for maintenance of these storm drains and all post construction storm water treatment facilities shall be that of the property owner's association. Provisions stating this shall be included in the CC&R'S.

WATER SUPPLY

1. The developer will be responsible to modify their onsite water improvements to accommodate any changes to the proposed offsite improvements as noted above. The determination and extent of the modification shall be to the satisfaction of the Utilities Engineer.
2. All onsite public water main locations and sizing shall be to the satisfaction of the Utilities Engineer. Required water main improvements shall include a minimum 8" PVC onsite public water main looped through the project and designed for the required fire flows.
3. Fire hydrants together with an adequate water supply shall be installed at locations approved by the Fire Marshal.
4. All on-site water lines not in public easements will be considered a private water system. The property owner's association will be responsible for all maintenance of these waterlines. This shall be clearly stated in the CC&R's.

RECLAIMED WATER

1. The developer is required to construct a separate irrigation system for the major common areas, detention basin, street parkways that can use either potable or reclaimed water. This system should be built to the satisfaction of the Community Development Director and the Utilities Engineer.

SEWER

1. The developer will be responsible to modify their onsite sewer improvements to accommodate any changes to the proposed offsite improvements as noted above. The determination and extent of the modification shall be to the satisfaction of the Utilities Engineer.

2. All sewer main locations and sizing of mains shall be to the satisfaction of the Utilities Engineer. Required sewer main improvements include an 8-inch public main extended from the City constructed 8-inch sewer stub-out at right-of-way in the northerly driveway and into the project such that sewer laterals for each unit can be constructed per City Standard and Uniform Plumbing code.
3. Sewer mains with less than 3 feet of cover shall be protected by reinforced concrete encasement subject to approval by the Utilities Engineer.
4. Sewer manholes less than 4 feet deep shall be per special design as directed by the Utilities Engineer.
5. No trees or deep rooted bushes shall be planted within 10' of any sewer lateral.

FINAL MAP - EASEMENTS AND DEDICATIONS

1. All easements, both private and public, affecting subject property shall be shown and delineated on the Final Map.
2. Necessary public utility easements for sewer, water shall be granted to the City on the Final Map. The minimum easement width is 20 feet. Easements with multiple utilities shall be increased accordingly.
3. A public utility easement shall be dedicated over the private streets. The public utility easement shall extend to include all public utility facilities including water meters, fire hydrants, air valves, etc.
4. The developer is responsible for making the arrangements to quitclaim all easements of record which conflict with the proposed development prior to approval of the final map. If an easement of record contains an existing utility that must remain in service, proof of arrangements to quitclaim the easement once new utilities are constructed must be submitted to the City Engineer prior to approval of the Final Map. Building permits will not be issued for lots in which construction will conflict with existing easements, nor will any securities be released until the existing easements are quitclaimed.

REPAYMENTS AND FEES

1. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public or private property and improvements, install new BMPs, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by the City for cleanup or damage will be drawn from this security and the grading permit will be revoked by written notice to the developer until the required cash security is replaced. The cleanup cash security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, drainage, landscaping, and best management practices items of work

with a minimum of \$5,000 up to a maximum of \$50,000, unless a higher amount is deemed necessary by the Director of Engineering Services.

2. The developer shall be required to pay all development fees of the City then in effect at the time, and in such amounts as may prevail when building permits are issued.

CC&R's

1. Copies of the CC&R's shall be submitted to the Engineering Department and Planning Department for approval prior to approval of the Final Map.
2. The developer shall make provisions in the CC&R's for maintenance by the homeowners' association of private roadways, driveways, parking areas, private utilities(including sewer and water), drainage swales, private street lighting, storm drains, storm water treatment basins and facilities, and any common open spaces. These provisions must be approved by the Engineering Department prior to approval of the Final Map.
3. The CC&Rs shall reference the recorded Storm Water Control Facility Maintenance Agreement and the approved Water Quality Technical Report for the project.
4. The CC&R's must state that the property owners' association assumes liability for damage and repair to City utilities in the event that damage is caused by the property owners' association when repair or replacement of private utilities is done.
5. The CC&R's must state that (if stamped concrete is used in the private street) the homeowners' association is responsible for replacing the stamped concrete in kind if the City has to trench the street for repair or replacement of an existing utility.

UTILITY UNDERGROUNDING AND RELOCATION

1. All existing overhead utilities within the subdivision boundary or along fronting streets shall be relocated underground as required by the Subdivision Ordinance. The developer may request a waiver of this condition by writing a letter to the City Engineer explaining his/her reasons for requesting the waiver. The developer will be required to pay a waiver fee as adopted by City Council resolution.
2. The developer shall sign a written agreement stating that he has made all such arrangements as may be necessary to coordinate and provide utility construction, relocation and undergrounding. All new utilities shall be constructed underground.
3. All storm drain systems constructed with this project shall be considered private. The responsibility for maintenance of these storm drains and all post construction storm water treatment facilities shall be that of the property owner's association. Provisions stating this shall be included in the CC&R'S.

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 12
Date: April 9, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Jennifer K. McCain, Assistant City Attorney

SUBJECT: Public Hearing on Proposed City Charter

This staff report provides an updated draft charter city proposal for additional public review and discussion.

RECOMMENDATION

Council is requested to hold a public hearing on the proposed city charter for the City of Escondido (attached) and listen to public comments and suggestions and provide direction on any changes to the proposed city charter.

FISCAL ANALYSIS

If a proposed charter is placed on the November 2014 ballot, the City Clerk estimates a cost of \$20,000 in addition to approximately \$4,000 for informational mailers distributed with the City water bills.

PREVIOUS ACTION

The City Council adopted a Work Program on November 6, 2013, which includes the goal of resubmitting a charter city proposal to the electorate. The strategy listed in the Work Program for this goal is to hold public hearings on a revised charter city proposal for possible inclusion in the 2014 election ballot. On January 15, 2014, the City Council directed staff to proceed with a workshop and to schedule two public hearings regarding a charter city proposal. Additionally, on March 19, 2014, the City Council held a workshop to receive input from the public. The staff report for the March 19, 2014 meeting, included a draft charter for comment and discussion. Both the draft charter and the workshop presentation are at <https://www.escondido.org/charter-city-proposal.aspx>

Draft City Charter Proposal

The draft charter was placed on the City's website on March 16, 2014, and is at <https://www.escondido.org/charter-city-proposal.aspx>. This public hearing has been properly noticed and the second public hearing is scheduled for May 21, 2014 at 6:00 p.m. The draft charter presented to the Council on March 19, 2014, is attached for public comment and City Council consideration.

May 21, 2014 at 6:00 p.m. The draft charter presented to the Council on March 19, 2014, is attached for public comment and City Council consideration.

Consistent with other local charters, the draft charter which has been presented and discussed thus far includes: doctrine of municipal affairs (Article 1); council-manager form of government (Article 2); elected officers (Article 3); fiscal matters (Article 4); revenue retention/state mandates limited (Article 5); councilmember compensation governed by state law limits (Article 6); interpretation (Article 7); and amendments to charter by electors (Article 8). The draft proposal mirrors the 2012 proposed charter with three exceptions. Reference to district elections has been omitted due to the recent adoption of districts pursuant to the consent decree. Reference to prevailing wages has also been omitted due to the continuing uncertainty of the law. The timeframe to fill City Council vacancies by appointment was changed from 30 days to 60 days.

March 19, 2014 Charter Proposal Workshop

Four members of the public spoke at the March 19, 2014 workshop. Some members of the public questioned the need to become a charter city and suggested the use of a charter commission. Public and councilmember comments also included input on a number of topics, which included: more opportunities for public input; meaningful control on Mayor and Council salaries and benefits; term limits; limitations on the City's ability to change the current council/manager form of government to a strong mayor form of government; and Council vacancies of more than 480 days to be filled by special election only, not by Council appointment. Consistent with the workshop format, however, no motions or other action occurred to result in changes to the current draft.

CONCLUSION

Council is requested to hold a public hearing on the proposed city charter for the City of Escondido (attached) and listen to public comments and suggestions and either provide direction of any changes to the proposed city charter or leave the draft in its present form for the next public hearing, which is scheduled for May 21, 2014.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Jennifer K. McCain", is written over a horizontal line.

JENNIFER K. MCCAIN
Assistant City Attorney

Attachment: Draft Charter City Proposal

CHARTER OF THE CITY OF ESCONDIDO

PREAMBLE

WE THE PEOPLE of the City of Escondido declare our intent to restore to our community the historic principles of self governance inherent in the doctrine of home-rule. Sincerely committed to the belief that local government has the closest affinity to the people governed and firm in the conviction that the economic and fiscal independence of our local government will better serve and promote the health, safety and welfare of all of the citizens of Escondido, we do hereby exercise the express right granted by the Constitution of the State of California to enact and adopt this Charter for the City of Escondido.

CHARTER

Article 1 Municipal Affairs

Section 100. Municipal Affairs

Each of the responsibilities of governance set forth and described in this Charter, and as established by the Constitutional, statutory and judicially defined law of the State of California, is hereby declared to be a municipal affair or concern, the performance of which is unique to the benefit of the citizens of the City of Escondido.

Section 101. Powers

The City shall have all powers that a City can have under the Constitution and laws of the State of California as fully and completely as though they were specifically enumerated in this Charter. The enumeration in this Charter of any particular power, duty or procedure shall not be held to be exclusive of, or any limitation or restriction upon, this general grant of power.

Section 102. Incorporation and Succession

The City shall continue to be a municipal corporation known as the City of Escondido. The boundaries of the City of Escondido shall continue as now established until changed in the manner authorized by law. The City shall remain vested with and shall continue to own, have, possess, control and enjoy all property rights and rights of action of every nature and description owned, had, possessed, controlled or enjoyed by it at the time this Charter takes effect, and is hereby declared to be the successor of same. It shall be subject to all debts, obligations and liabilities, which exist against the City at the time this Charter

takes effect. All lawful ordinances, resolutions, rules and regulations, or portions thereof, in force at the time this Charter takes effect and not in conflict with or inconsistent herewith, are hereby continued in force until the same have been duly repealed, amended, changed or superseded by proper authority.

Article 2 Form of Government

Section 200. Form of Government

This municipal government established by this Charter shall be known as the "Council-Manager" form of government. The City Council will establish the policy of the City and the City Manager will carry out that policy.

Article 3 Elected Officers

Section 300. Enumeration and Term

The elected officers of the City shall consist of:

A City Council composed of five members who are registered voters of the City, four to be residents of their respective Districts and nominated and elected only by the residents of their respective Districts. The fifth shall be nominated and elected from the City at large and shall hold the office of Mayor.

Other elected officer(s) of the City shall be:

A City Treasurer with duties, responsibilities and compensation as provided by Ordinance of the City Council.

All of the elected officers shall serve for a term of four years following their election. The terms of all elected officers shall commence upon installation and each shall serve until the officer's successor is elected and installed.

Section 301. Eligibility

An elected officer of the City shall be a resident, United States citizen and voter in the City.

In addition, every Council member or candidate shall be and remain a qualified voter in the District from which the Council member or candidate is nominated, as required by the California Elections Code. No change in the boundary or location of any district shall abolish or terminate the term of office of any Council member prior to expiration of the term of office for which the member was elected, notwithstanding any other provision of this Section. Each Council member will, during the duration of the member's term, represent the District from which the member was elected.

Section 302. Vacancies

A vacancy in any elective office, from whatever cause, shall be filled by appointment by the City Council, such appointee to hold office for the remainder of any unexpired term, and until a successor is elected and installed.

In the event the City Council shall fail to fill a vacancy by appointment within sixty days after such office is declared vacant, it shall cause an election to be held to fill such vacancy.

Section 303. Prior Laws

This Article shall supersede all other provisions of the laws of the City of Escondido pertaining to the office of City Treasurer, all of which shall be of no further force and effect.

**Article 4
Fiscal Matters****Section 400. Economic and Community Development**

The City shall encourage, support, and promote economic development and community development in the City.

Section 401. Fair and Open Competition

The City will promote fair and open competition for all City construction projects so that all contractors and workers, whether union or non-union, are treated equally in the bidding and awarding of City construction contracts.

Section 402. Voluntary Employee Political Contributions

Unless otherwise required by law, neither the City, nor its agents, shall deduct from the wages, earnings or compensation of any City employee any political contributions unless the employee has first presented, and the City has received, a signed written authorization of such deductions, which authorization must be renewed annually and may be revoked by the employee at any time by giving written notice of such revocation to the City.

**Article 5
Revenue Retention****Section 500. Reductions Prohibited**

Revenues raised and collected by the City shall not be subject to subtraction, retention, attachment, withdrawal or any other form of involuntary reduction by any other level of government.

Section 501. Mandates Limited

No person whether elected or appointed, acting on behalf of the City, shall be required to perform any function which is mandated by any other level of

government, unless and until funds sufficient for the performance of such function are provided by said mandating authority.

Article 6 General Laws

Section 600. General Law Powers

In addition to the power and authority granted by the terms of this Charter and the Constitution of the State of California, the City shall have the power and authority to adopt, make, exercise and enforce all legislation, laws, and regulations and to take all actions and to exercise any and all rights, powers, and privileges heretofore or hereafter established, granted or prescribed by any law of the State of California or by any other lawful authority. In the event of any conflict between the provisions of this Charter and the provisions of the general laws of the State of California, the provisions of this Charter shall control.

Section 601. Council Member Compensation

Notwithstanding the previous paragraph, the salary of the Mayor and the Council Members will continue to be set pursuant to California Government Code sections 36516 and 36516.1 where the formula considers city population and state law.

Article 7 Interpretation

Section 700. Construction and Interpretation

The language contained in this Charter is intended to be permissive rather than exclusive or limiting and shall be liberally and broadly construed in favor of the exercise by the City of its power to govern with respect to any matter which is a municipal affair.

Section 701. Severability

If any provision of this Charter should be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law.

Article 8 Amendment

Section 800. Amendment to Charter, revised or repealed

This Charter, and any of its provisions, may be amended by a majority vote of the electors voting on the question. Amendment or repeal may be proposed by initiative or by the governing body.

FUTURE CITY COUNCIL AGENDA ITEMS

April 2, 2014

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

April 16, 2014

No Meeting (Spring Break)

April 23, 2014

4:30 p.m.

	CONSENT CALENDAR
	Extension of Memorandum Between Regional Stormwater Copermittees (C. McKinney) <i>The current MOU is due to expire on May 8, 2014. To allow the continued implementation of Permit-mandated, regionally-funded programs during FY 2014-15, the County of San Diego, in collaboration with other copermittees have prepared an amendment to extend the MOU one additional year. In the interim, a new MOU will be developed to address the requirements of the new Municipal permit.</i>
	Specific Plan Area #4 – Safari Highlands Ranch Project Initiation Involving a Sphere of Influence Amendment, Annexation to the City of Escondido, Metropolitan Water District and County Water Authority, Specific Plan and Development Agreement (B. Redlitz) <i>The project is outside the current Sphere of Influence and city limits, but within the City's General Plan Valley View Specific Plan Area (SPA) #4 and is seeking an increase of 260 units above the General Plan base density for the site. SPA #4 includes a provision allowing increased density subject to community amenities in exchange for residential units determined to have the same impact and allows lots of less than one-acre pursuant to a Development Agreement. The application will also involve preparation of an Environmental Impact Report, Specific Plan Text, comprehensive habitat conservation plan and multiple technical studies.</i>
	PUBLIC HEARINGS
	Short-form Rent Review Board Hearing for City-Owned Spaces in Mountain Shadows Mobile Home Park (B. Redlitz) <i>The application meets all the eligibility criteria for submittal of a short-form rent increase application. The amount requested covers a 2-year period of consideration from December 31, 2011 through December 31, 2013. Seventy five percent of the change in the Consumer Price Index for the 2-year period is 2.460%. The Owner is requesting an increase for 28 lots owned by the City. The average space rent for the 28 spaces subject to the rent increase is \$332.67. The average increase per space is approximately \$8.18.</i>

April 23, 2014

Continued

PUBLIC HEARINGS Continued

Short-form Rent Review Board Hearing for City-Owned Spaces in the Escondido Views Mobile Home Park

(B. Redlitz)

The application meets all the eligibility criteria for submittal of a short-form rent increase application. The amount requested covers a 2-year period of consideration from December 31, 2011 through December 31, 2013. Seventy five percent of the change in the Consumer Price Index for the 2-year period is 2.460%. The Owner is requesting an increase for five lots owned by the City. The average space rent for the five spaces subject to the rent increase is \$392.17. The average increase per space is approximately \$9.65.

CURRENT BUSINESS

WORKSHOP

Fiscal Year 2014/15 Budget Briefing

(S. Bennett)

The City Council adopted a two year budget for the General Fund. The budget consisted of a detailed 2013/14 budget and a summary 2014/15 budget. The Finance department will update the General Fund 2014/15 information and take direction from the Council on preparing a new two year budget to be considered in June 2014.

Code Enforcement Workshop

(B. Redlitz)

This Workshop will provide Council with information on current and proposed strategies to implement the goal of the Council Action Plan for Neighborhood Improvement to have proactive Code Enforcement.

Future Agenda Items (D. Halverson)

City Manager's **WEEKLY UPDATE** to City Council

April 2, 2014

ECONOMIC DEVELOPMENT

- Public Works crews have been busy the past several weeks, sprucing up the Mercado and the Downtown area in preparation for Crusin' Grand and the thousands of visitors it will draw to Escondido every Friday for the next 27 weeks. Crews have been trimming trees, fixing lights, weeding, and planting annuals at the end caps of the medians. In addition, John Paul the Great Catholic University) has generously volunteered to plant annual color in the tree wells on Maple Street south of Grand Avenue. They will prep the planters, maintain and water them. They will start with petunias to match the plantings in the medians.
- The position of part-time "Day Porter" for the downtown area has been filled. Korrina Villalobos, a part-time city employee who has been working with the Graffiti Team since September, has been assigned to this position and will begin this week. As a Day Porter her role is to keep Grand Avenue, from Quince to Valley Boulevard, as well as the Maple Street Plaza, looking attractive, clean and in good repair in order to ensure that it is a place that visitors want to frequent. The Day Porter position is intended to supplement, but not replace, the maintenance efforts of Downtown merchants who will continue to be responsible for sweeping in front of their own businesses, etc.

SPECIAL EVENTS

- **Crusin' Grand** starts this Friday, April 4, and will run for 27 weeks.
- **Ubiquitous Rockin' Block Party**
Maple Street Plaza
April 12 from 2:30 – 8:30 p.m.
A fundraiser featuring Food trucks, live music
- **Good Friday Service 4/19: 9am -1pm**
Train Depot Stage
They are requesting access to the power on the stage
Anticipated attendance is 30 people
- **Revive Church Easter Service**
Maple Street Plaza
April 20 from 10am - noon
- The Cornerstone Church has cancelled its plans to hold an Easter Egg Hunt at Grape Day Park on April 19.

CPRS AWARD

City Manager's **WEEKLY UPDATE** to City Council

Escondido Recreation received an Achievement Award for the "Full S.T.E.A.M. Ahead" Program through the California Parks and Recreation Society on Wednesday, March 26th. The Achievement Award is given out each year for an outstanding program or partnership within the parks and recreation profession and recognizes significant program impact on the community. The "Full S.T.E.A.M. Ahead" program is a collaboration between The City of Escondido, the Escondido Union School District and Dr. Sandra Buczynski from the University of San Diego. The program focuses on furthering science, technology, engineering, art and math education for elementary school age students in Escondido and has served more than 700 students in its inaugural year.

COMMUNITY DEVELOPMENT UPDATES

Planning:

- Staff accompanied Supervisor Dave Roberts, his staff and representatives from the Friends of Daley Ranch, for a field trip to Daley Ranch and Stanley Peak on 3/26/14. The Friends have applied to the County for grant funding to help pay for the buses that are used to bring middle school students up to Daley Ranch for field trips.
- Major Projects Update:
 - Oak Creek (NUW) – The applicant has submitted a draft EIR Notice of Preparation for review; this is the first step in preparing the draft EIR.
 - Amanda Lane (NUW) – The application remains incomplete, awaiting the applicant's revised submittals in response to LAFCO and staff review. The applicant is evaluating offsite improvements for the storm drain design, sewer alignment and alignment of Gamble Lane due to the topographical conditions.
 - Zak/NCA Development –The project is scheduled for Planning Commission hearing on 4/22/14.
 - Centerpointe – The EIR contract is ready for signature, pending the applicant's payment of the contract amount.
 - North Broadway Deficiency Area Projects – The applicant's submittal of traffic studies for the various projects is behind schedule, effectively delaying the completion of the environmental documents.

Building Division:

- The Building Division issued 58 permits, including 22 photovoltaic permits, for a total valuation of \$883,821. The permits issued were primarily minor permit types (i.e. water heaters, re-roofs, additions, plumbing, electrical and mechanical permits). The Building counter averaged 27 daily visitors. Inspections averaged 24 per day.
- Permits were issued for the natural gas fueling station at 1035 W. Washington Ave. Plans are in for review for the underground utilities at the future Black Angus restaurant

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at the Westfield Mall, 296 Via Rancho Parkway. The exterior and interior renovations at Westfield are substantially complete.

- The Monthly Building Activity Report for March is attached.

CAPITAL IMPROVEMENT PROJECTS

2013 - 2014 Pavement Repair and Rehabilitation Program:

The paving contractor is continuing to raise manholes and water valve cans to grade throughout the project.

Grape Street Public Improvement Project:

No activity to report.

Private Development

1146 East Valley Parkway- McDonald's Restaurant:

The new water main syphon has passed all water quality tests and the syphon will be installed Tuesday April 8th. The new construction schedule for the off-site improvements require the closure of the #2 west bound lane of Valley Parkway on Thursday April 3 to allow for the installation of the water main syphon and completion of the new travel lane along Valley Parkway. All lanes are scheduled to be reopened by Friday April 18th.

Tract 888-Cambell Court:

The water line has been tied into the water operation pipeline.

Lincoln Avenue & Escondido Boulevard Gas Main Testing Station:

No activity to report.

RedFlex Camera Removal:

The owner has issued a purchase order for the removal of the camera systems, but no construction schedule has been provided.

7-11 Improvement at Washington Avenue:

The electrical underground package has been installed crossing Ash Street. The project will be working at night for construction of the 2 new driveway approaches along Ash Street.

SDG&E Gas Main Integrity Testing:

The contractor has completed drilling of the observation holes from Auto Parkway to Metcalf Street. The work is being done between 7:00 P.M. and 6:00 A.M. to minimize the impact on the surrounding business community.

SDG&E Gas Main Testing: Midway Drive at Grand Avenue.

Staffs meet with SDG&E representatives to evaluate the safest operation methods along this heavily traveled roadway. The work requires digging an 8' X 16' excavation in the intersection

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with two additional exploratory holes north and south of the main intersection. Due to the high concentration of home units and the proximity to schools in the area the work will be performed between 8:00 a.m. to 2:00 p.m. Monday through Friday. The work will be started in the six weeks.

PUBLIC SAFETY

Police:

- Chief Carter met with clergy members from throughout the city.
- We have hired a new Police Property & Evidence Technician. Background investigation is being finalized and we look forward to having her start in the next week or two.
- Last Friday PD hosted approximately 35 officers from law enforcement agencies in North County. The group is known as the North County Law Enforcement Alliance and will be conducting operations in the various cities within north San Diego County. 12 arrests were made in Escondido, and the large law enforcement presence went a long way in quieting down criminal activity for the weekend.
- EPD participated in the "Peace begins with Me" event at Grape Day park.
- Officer Tom Venable received his 9th MADD award last week for DUI arrests.

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CITY OF ESCONDIDO MONTHLY ACTIVITY REPORT MARCH 2014

DESCRIPTION	MTD UNITS	MTD PERMITS	CURRENT YEAR MTD VALUE	PRIOR YEAR MTD VALUE	YTD UNITS	PRIOR YEAR YTD UNITS	YTD PERMITS	PRIOR YEAR YTD PERMITS	CURRENT YEAR YTD VALUE	PRIOR YEAR YTD VALUE
RESIDENTIAL										
Single Family Dwelling	3	3	\$ 583,929		10		10		1,927,549	
Townhouse					2	11	2	1	\$ 1,281,821	\$ 1,296,855
Duplex										
Triplex										
Four Units										
Five or more Units					1		1		\$ 6,572,596	
Condominiums										
Mobilehome Parks										
TOTAL RESIDENTIAL	3	3	\$ 583,929		13	11	13	1	\$ 9,781,966	\$ 1,296,855
COMMERCIAL										
Amusement & Recreation										
Churches/Religious Buildings										
Industrial Buildings										
Parking Garages (Public)										
Service Stations & Repair Garages					2		2		\$ 80,734	
Hospitals & Other Institutions										
Office, Bank & Professional Buildings						1		1		\$ 12,722
Schools										
Stores & Other Mercantile Buildings					1	1	1	1	\$ 354,011	\$ 4,174,848
Hotels, Motels										
TOTAL COMMERCIAL					3	2	3	2	\$ 434,745	\$ 4,187,570
MISCELLANEOUS										
Residential Alterations & Additions		50	\$ 1,278,053	\$ 298,466			96	101	\$ 2,275,881	\$ 756,279
Commercial Alterations & Additions		15	\$ 1,295,342	\$ 1,467,121			44	52	\$ 6,365,901	\$ 4,354,333
Mobilehome Awnings, etc		1	\$ -	\$ -			4			\$ -
Structures other than Buildings		14	\$ 132,152	\$ 125,291			44	37	\$ 305,529	\$ 363,026
Demolition, Residential				\$ -				1		\$ -
Demolition, Other				\$ -			5	1		\$ -
Detached Carports, Garages		2	\$ 17,020				2			
Mobilehome Setups		5					9	6		\$ -
TOTAL MISCELLANEOUS		87	\$ 2,722,567	\$ 1,890,878			204	198	\$ 8,947,311	\$ 5,473,638
GRAND TOTALS	3	90	\$ 3,306,496	\$ 1,890,878	16	13	220	201	\$ 19,164,022	\$ 10,958,063