



OCTOBER 23, 2013
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

October 23, 2013

3:30 P.M. Meeting

Escondido City Council

CALL TO ORDER

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

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.) 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 Firefighters' Association
- b. **Agency negotiator:** Sheryl Bennett, Clay Phillips
Employee organization: Escondido Police Officers' Association

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

- a. **Case Name:** GONZALEZ V. JUAN ALVA, ET, AL.
Case No: 11-CV-2846-W (WVG)

ADJOURNMENT

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

Council Meeting Agenda

**October 23, 2013
4:30 P.M. Meeting**

**Escondido City Council
Mobilehome Rent Review Board**

CALL TO ORDER

MOMENT OF REFLECTION:

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

FLAG SALUTE

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

PRESENTATIONS: Excellence in Escondido's Public Schools

ORAL COMMUNICATIONS

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COUNCIL MEMBERS' REPORTS/BRIEFING

CONSENT CALENDAR

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

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
3. **APPROVAL OF MINUTES: Regular Meeting of October 2, 2013**

4. **SALE OF 2120 HARMONY GROVE AND LEASE AGREEMENT WITH KOOCHEN VAGNER'S BREWING COMPANY (STONE BREWERY) AND RELATED BUDGET ADJUSTMENT -**

Request Council authorize the Real Property Manager to execute documents necessary for the sale of 2120 Harmony Grove Road to Koochen Vagner's Brewing Company; and approve executing a new lease agreement with the buyer during the escrow period.

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

RESOLUTION NO. 2013-150

5. **BID AWARD AND BUDGET ADJUSTMENT FOR THE ENCINO AND EL DORADO DRIVE STORM DRAIN REPLACEMENT PROJECT -**

Request Council authorize a bid award to the lowest responsive and responsible bidder, authorize the Mayor and City Clerk to execute a Public Improvement Agreement for an amount not to exceed \$460,000; and approve a budget adjustment for the Encino/El Dorado Storm Drain Replacement Project.

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

RESOLUTION NO. 2013-146

6. **APPROVAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR MELVIN ARGENT -**

Request Council approve the California Public Employees' Retirement System (CalPERS) Industrial Disability Retirement for Police Officer Melvin Argent.

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

RESOLUTION NO. 2013-145

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

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

PUBLIC HEARINGS

7. **SHORT-FORM RENT INCREASE APPLICATION FOR CASA DE AMIGOS (CASE #: 0697-20-9961) -**

Request Council consider the short-form rent increase application submitted by Casa De Amigos; and if approved, grant an increase of seventy-five percent (75%) of the change in the Consumer Price Index, or 1.654% (an average of \$9.73) for the period of December 31, 2011 to June 30, 2013.

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

RRB RESOLUTION NO. 2013-08

8. **AMENDMENT TO THE ZONING CODE TO ALLOW EMERGENCY SHELTERS AS A PERMITTED LAND USE IN A PORTION OF THE M-1 ZONE (AZ 13-0006) -**

Request Council approve the amendment to the Zoning Code in order to comply with Senate Bill 2 pertaining to emergency shelters.

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

ORDINANCE NO. 2013-09 (Introduction and First Reading)

CURRENT BUSINESS

9. **ANTI-GRAFFITI PROGRAM CAPITAL PROJECTS AND BUDGET ADJUSTMENT -**

Request Council approve a budget adjustment augmenting the Anti-Graffiti Program with the remaining unencumbered funds from the Facade Improvement Program and provide direction to staff on the priorities of use.

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

FUTURE AGENDA

10. **FUTURE AGENDA -**

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

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

ORAL COMMUNICATIONS

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

ADJOURNMENT

UPCOMING MEETING SCHEDULE				
Date	Day	Time	Meeting Type	Location
October 30	-	-	No Meeting	-
November 6	Wednesday-	3:30 & 4:30 p.m.	Council Meeting	Council Chambers
November 13			No Meeting	
November 20	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
October 2, 2013
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, October 2, 2013 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 Diaz and seconded by Councilmember Morasco 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 Firefighters' Association
- b. **Agency negotiator:** Sheryl Bennett, Clay Phillips
 Employee organization: Escondido Police Officers' Association

II. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (Government Code 54956.9(d)(2))

- a. Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code 54956.9:
 One Case

ADJOURNMENT

Mayor Abed adjourned the meeting at 4:15 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
October 2, 2013
4:30 P.M. Meeting Minutes

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 4:30 p.m. on Wednesday, October 2, 2013 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.

PROCLAMATIONS

Mayor Abed introduced Stacy Weber, Neighborhood Leader, who accepted a proclamation for National Neighborhood Day, Oct.2, 2013.

Mayor Abed introduced Ali Shahzad, Associate Traffic Engineer, who accepted a proclamation for Rideshare Week, Oct. 7-11, 2013.

Mayor Abed introduced Dr. Jennifer Walters, Superintendent of the Escondido Unified School District, who accepted a proclamation for Walk, Ride and Roll to School Day, Oct. 9, 2013.

ORAL COMMUNICATIONS

Jennifer Walters, Escondido School District Superintendent, announced two events: EdCamp Escondido at the Carilyn Gilbert Education Center on October 5, 2013 from 9:15 a.m. – 3:30 p.m. and the Mike Coston Innovation Awards at the Park Place Community Center on December 3, 2013 from 4:00 p.m. – 6:00 p.m.

Cassie Lieurance, Escondido, requested the library be open on Sundays.

Denyce Cooper, Escondido Soccer Club, invited the Council to attend the soccer games at Ryan Park.

COUNCIL MEMBERS' REPORTS/BRIEFING

Councilmember Gallo visited Del Dios Middle School. He indicated that the North County Transit District was sponsoring a food drive to help stock food banks. He attended a Neighborhood Group block party and Cruisin' Grand Nitro Night. He listed the October Escondido events announced by visitescondido.com and noted Escondido's 125th birthday would be celebrated on October 6, 2013 in Grape Day Park. He stated the Transnet Oversight Committee had a vacancy and was seeking applicants.

Deputy Mayor Diaz congratulated the Fire Department personnel who were recently promoted. She attended a Community Wellness event at the Maple Street Plaza. She mentioned the opening of two new restaurants in Escondido: Plan 9 Alehouse and Swami's on Grand Avenue. She noted the Tots 'n Trucks event at Kit Carson Park on Saturday, October 5, 2013 and the City's 125th birthday celebration on Sunday, October 6, 2013 from 1:00 p.m.-4:00 p.m. in Grape Day Park.

Councilmember Masson attended a North San Diego Chamber of Commerce event on September 12, 2013 and on September 15, 2013 he attended a Charros de Escondido event. He was involved in the branding efforts for the City and attended a League of California Cities meeting in Sacramento and the Classical Academy open house.

Councilmember Morasco attended the Fire Department Academy graduation ceremonies and Cruisin' Grand Nitro Night. He met with representatives from Caballo Park and the Charros Association to discuss future plans and activities and he attended a Solutions for Change event to help the homeless get back into society. He also attended an event for Mark Wyland and the Del Lago Academy open house. He mentioned that Evans Tires now had American flags in front of their building. He congratulated the employees who received recognition at the Employee Service Breakfast. He attended an event for local officials, a Heritage Digital Academy event, the Classical Academy fundraiser and the Woofstock event. He mentioned that Lin Wurbs had retired from the Regional Solid Waste Association. He met with the Walk San Diego group and met with a representative from Dave Roberts' office. He indicated that Regional Walk Day was October 12, 2013 and the 125th City Anniversary Celebration was in Grape Day Park on October 6, 2013.

Mayor Abed stated the City's 125th year anniversary would be held between 1:00 p.m. - 4:00 p.m. on October 6, 2013 in Grape Day Park and listed the upcoming Escondido events that could be found on visitescondido.com. He indicated the Visit Escondido office was on Grand Avenue and was staffed by Katherine Zimmer.

CONSENT CALENDAR

Councilmember Gallo removed item 4 from the Consent Calendar for discussion.

MOTION: Moved by Councilmember Masson and seconded by Councilmember Morasco that the following Consent Calendar items be approved with the exception of item 4. Motion carried unanimously.

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
3. **APPROVAL OF MINUTES:** Regular Meeting of August 28, 2013

4. **AWARD BID FOR DEFIBRILLATORS** - Request Council approve rejecting Phillips Healthcare's bid in the amount of \$631,843 as a nonresponsive bidder and accept the apparent second low bid from Bound Tree Medical in the amount of \$646,119 for the purchase of twenty-four defibrillators to include EKG monitors, batteries, battery charging stations and preventative maintenance services to be used by the Fire Department. (File No. 0470-35)

Staff Recommendation: **Approval (Finance Department: Gilbert Rojas)**

RESOLUTION NO. 2013-124

Councilmember Gallo commented that defibrillators were needed in the city.

MOTION: Moved by councilmember Gallo and seconded by Councilmember Masson to approve rejecting Phillips Healthcare's bid in the amount of \$631,843 as a nonresponsive bidder and accept the apparent second low bid from Bound Tree Medical in the amount of \$646,119 for the purchase of twenty-four defibrillators to include EKG monitors, batteries, battery charging stations and preventative maintenance services to be used by the Fire Department and adopt Resolution No. 2013-124. Motion carried unanimously.

5. **FISCAL YEAR 2011 URBAN AREA SECURITY INITIATIVE (UASI) GRANT AND FISCAL YEAR 2012-13 STATE HOMELAND SECURITY GRANT PROGRAM ALLOCATION** - Request Council authorize the Escondido Police Department to accept and use a Fiscal Year 2011 Urban Area Security Initiative (UASI) Grant in the amount of \$55,000 and Fiscal Year 2012-13 Homeland Security Grant Program funds in the amount of \$25,000 for sole source purchase of 16 Project 25 (P25) compliant radios and accessories from Motorola, Inc., utilizing an existing contract approved by the San Diego County Board of Supervisors. (File No. 0480-70)

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

RESOLUTION NO. 2013-126

6. **FISCAL YEAR 2013-14 SAN DIEGO COUNTY LAW ENFORCEMENT FOUNDATION LESS LETHAL LIFE SAVING EQUIPMENT GRANT AND BUDGET ADJUSTMENT** - Request Council authorize the Escondido Police Department to accept a Fiscal Year 2014 San Diego County Law Enforcement Foundation Grant in the amount of \$1,753; 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)**

7. **NOTICE OF COMPLETION FOR THE RESERVOIR REPAINTING 2013 PROJECT** - Request Council authorize the filing of a Notice of Completion for the Reservoir Repainting 2013 Project. (File No. 0600-10 [A-3082])

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

RESOLUTION NO. 2013-116

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.)

CURRENT BUSINESS

Attorney Jeffrey Epp requested the addition of one item to the agenda.

MOTION: Moved by Councilmember Gallo seconded by Councilmember Diaz to add the following item to the agenda pursuant to Government Code Section 54954.2(b)(2); that the need to take immediate action arose subsequent to the posting of the agenda. Motion carried unanimously.

- 8a. DECLARATION OF AN EMERGENCY AND AWARD OF CONTRACT FOR STREET REPAIRS**
- Request Council approve foregoing normal bidding procedures by passing a resolution by four-fifths vote and declaring that the public interest and necessity demand an immediate expenditure to safeguard life, health, or property and execute a Public Service Agreement with George Weir Asphalt, Inc. for emergency street repairs. (File No. 0600-10 Misc.)

Staff Recommendation: **Approval (Public Works/Engineering: Ed Domingue and Utilities: Christopher McKinney)**

RESOLUTION NO. 2013-140

Ed Domingue, Public Works Director, gave the staff report.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Masson to approve foregoing normal bidding procedures by passing a resolution by four-fifths vote and declaring that the public interest and necessity demand an immediate expenditure to safeguard life, health, or property and execute a Public Service Agreement with George Weir Asphalt, Inc. for emergency street repairs and adopt Resolution No. 2013-140. Motion carried unanimously.

- 8b. FINANCIAL UPDATE FOR THE FISCAL YEAR ENDING JUNE 30, 2013** - Request Council adopt staff recommendation for transferring surplus funds to the General Fund Reserve; and cover Reidy Creek Golf Course operating loss. (File No. 0430-30)

Staff Recommendation: **Receive and consider staff recommendation (Finance Department: Gilbert Rojas)**

RESOLUTION NO. 2013-113

Gil Rojas, Finance Director, gave the staff report and presented a series of slides.

MOTION: Moved by Councilmember Masson and seconded by Councilmember Morasco to adopt staff recommendation for transferring \$651,000 to Building Maintenance for deferred maintenance projects, transfer surplus funds to the General Fund Reserve; cover Reidy Creek Golf Course operating loss and adopt Resolution No. 2013-113. Motion carried unanimously.

9. **REDEVELOPMENT SUCCESSOR AGENCY LONG RANGE PROPERTY MANAGEMENT PLAN AND TRANSFERRING TITLE TO THE SUCCESSOR AGENCY** - Request Council approve of the Long Range Property Management Plan for submittal to the Oversight Board on October 8, 2013 and authorize the Real Property Manager to execute documents transferring title to the Successor Agency. (File No. 0690-70)

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

a. RESOLUTION 2013-120

b. RESOLUTION 2013-121

Debra Lundy, Real Property Manager, gave the staff report and presented a series of slides.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Masson to approve the Long Range Property Management Plan for submittal to the Oversight Board on October 8, 2013 and authorize the Real Property Manager to execute documents transferring title to the Successor Agency and adopt Resolution 2013-120 and Resolution No. 2013-121. Motion carried unanimously.

FUTURE AGENDA

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

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

ORAL COMMUNICATIONS

None

ADJOURNMENT

Mayor Abed adjourned the meeting at 6:35 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: October 23, 2013

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Public Works Director/City Engineer
Debra Lundy, Real Property Manager

SUBJECT: Sale of 2120 Harmony Grove Road, Lease Agreement with KoochenVagner's Brewing

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2013-150 authorizing the Real Property Manager to execute documents necessary for the sale of 2120 Harmony Grove Road to KoochenVagner's Brewing Company (Stone Brewing) and to execute a new lease agreement with the Buyer during the escrow period. It is further requested that Council approve of a Budget Adjustment to increase the general fund revenue by \$27,117.51 and increase the Engineering Professional Services budget by \$50,000.

FISCAL ANALYSIS:

The interim monthly rent will increase from \$12,718.99 to \$30,994. Upon close of escrow, \$6.5 million dollars will be deposited into the general fund. Of those proceeds, a \$3.78 million dollar loan will be repaid to the Wastewater Fund, \$1 million will be repaid to the Fleet Services Fund and \$1 million will be repaid to the Public Facilities Fund. The rental revenue on the new lease and a portion of the sales proceeds will be used to fund anticipated feasibility studies for siting of an alternative public works yard, up to \$50,000.

PREVIOUS ACTION:

N/A

BACKGROUND:

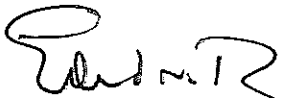
The City purchased the subject property in 2010 for its Public Works Yard relocation. Upon purchase of the property, the City assumed an existing lease with KoochenVagner's Brewing Company (Stone Brewing) for its general food processing operation. Stone has recently approached the City to purchase the property to expand its operation and the parties have negotiated the terms of a Purchase and Sale Agreement. The terms include an agreement to enter into a new lease agreement during the escrow period to expand the leased premises to the entire site and allow Stone Brewing to commence with tenant improvements. If approved, escrow will close on December 15, 2013, following a feasibility period for Buyer to conduct feasibility studies. The Buyer will deposit a

\$50,000 deposit with escrow upon opening, which deposit will become nonrefundable following the feasibility period.

In the event that escrow does not close, the Buyer will be required to return the property to its original condition at the City's election. The new lease term will be for 90 days to allow occupancy and some tenant improvements during the escrow period. The existing lease agreement will automatically expire upon close of escrow if the transaction is successful.

In order to purchase an alternative site for the Public Works Yard relocation, it will be necessary to perform certain due diligence and feasibility activities. Staff is requesting a budget of \$50,000 to be established with the new lease rent revenue and a portion of the sales proceeds for the purpose of funding these studies.

Respectfully submitted,



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



Debra Lundy
Real Property Manager



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: 10/23/2013
Department: Public Works/Engineering
Division: Real Property
Project/Budget Manager: Debra Lundy x4034
Name Extension
Council Date (if applicable): 10/23/2013
(attach copy of staff report)

For Finance Use Only	
Log #	_____
Fiscal Year	_____
_____	Budget Balances
_____	General Fund Accts
_____	Revenue
_____	Interfund Transfers
_____	Fund Balance

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Rent	4610-001	27,120	
Professional Services-Alt. Site	5131-001-402	50,000	
Sale of City Property	4901-001	6,500,000	
Sale of City Property-Cost	4903-001		6,062,705
Professional Services-Closing Costs	5131-001-402	10,000	
Advances from Other Funds	2042-001		3,780,000
Interest Expense	5501-001-701	30,050	
Advances	1200-558		3,780,000
Interest-Loans/Advances	4608-558	30,050	
Transfer In	4999-243	1,000,000	
Transfer In	4999-653	1,000,000	
Transfer Out	5999-001	2,000,000	

Explanation of Request:

Increase in general fund rent increase due to new lease w/ Stone expanding leased premises during escrow period. Increase in general fund for Sale proceeds due to sale of 2120 Harmony Grove Road. Increase in Engineering Professional Services Budget to pay for feasibility and due diligence activities related to site selection of alternative public works yard replacement site.

APPROVALS

Edmund J. R. 10/17/13
Department Head Date
John C. R. 10/17/13
Finance Date

City Manager Date

City Clerk Date

Distribution (after approval):

Original: Finance

RESOLUTION NO. 2013-150

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE REAL PROPERTY MANAGER AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A GRANT DEED AND PURCHASE & SALE AGREEMENT FOR OF 2120 HARMONY GROVE ROAD TO KOOCHENVAGNER'S BREWING COMPANY AND EXECUTE A LEASE AGREEMENT WITH BUYER FOR THE ESCROW PERIOD

WHEREAS, certain City-owned real property, 2120 Harmony Grove Road, in Escondido (the "Property"), has been under lease to KoochenVagner's Brewing Company (commonly referred to as "Stone Brewing") since prior to the City's acquisition of the Property in 2010 and said lease agreement expires on April 30, 2014; and

WHEREAS, the City received an unsolicited offer from KoochenVagner's Brewing Company ("Buyer") to purchase the Property for \$6,500,000; and

WHEREAS, the City has determined that the offer price represents a fair and market value for the Property, and wishes to sell the Property for a sales price of \$6,500,000 by entering into a Purchase & Sale Agreement ("Agreement") with the Buyer; and

WHEREAS, the BUYER desires to expand its leased premises during the period of escrow to commence with certain tenant improvements in anticipation of purchase; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the sale of the Property to the Buyer and enter into a new

lease agreement expanding the leased premises during the escrow period.

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

1. That the above recitations are true.
2. The Real Property Manager and City Clerk are authorized to execute, on behalf of the City, the Grant Deed, Purchase and Sale Agreement, and Lease Agreement, substantially in the form of those attached to this resolution as Exhibits "1," "2" and "3," and subject to final approval as to form by the City Attorney and City Manager.

RECORDING REQUESTED BY

And When Recorded Mail To:

City Clerk
City of Escondido
201 North Broadway
Escondido, CA 92025

APN: 232-051-58

Resolution No. 2013-150
EXHIBIT 1
Page 1 of 3

No recording fee required; this document
exempt from fee pursuant to Section
27383 of the California Government
Code.

**CITY OF ESCONDIDO
GRANT DEED**

ESC. DOCUMENT NO. M-31-13

This deed exempt from tax - Section 11922 of the California Revenue and Taxation
Code

THE CITY OF ESCONDIDO, a municipal corporation, for a
valuable consideration, DOES HEREBY GRANT to

KOOCHENVAGNER'S BREWING COMPANY

all that real property described as follows:

LEGAL DESCRIPTION ATTACHED

IN WITNESS WHEREOF, the City of Escondido has caused this
deed to be executed by its Real Property Manager, pursuant to City
Council Resolution No. 2013-150, adopted October 23, 2013, authorizing
such execution, this __ day of October, 2013

THE CITY OF ESCONDIDO

By: _____
Debra Lundy
Real Property Manager

By: _____
Diane Halverson
City Clerk

CITY OF ESCONDIDO DOC. NO. M-31-13
TITLE OR TYPE OF DOCUMENT: Grant Deed
GRANTEE:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On _____ (date) before me, _____ ,

personally appeared

_____,
name(s) of signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s), is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature of Notary

Resolution No. 2013-150
EXHIBIT 1
Page 3 of 3

Exhibit A
Legal Description

To be Provided by Title Company Through Escrow

PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THE CITY OF ESCONDIDO

"Seller"

and

KOOCHENVAGNER'S BREWING COMPANY

"Buyer"

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PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is entered into as of _____, 2013, between THE CITY OF ESCONDIDO ("Seller"), and KOOCHENVAGNER'S BREWING COMPANY, a California corporation ("Buyer"). This Agreement constitutes (i) a contract of purchase-and-sale, and (ii) escrow instructions to LAWYERS TITLE INSURANCE COMPANY ("Escrow Holder").

ARTICLE 1

Recitals

1.1 **The Property.** Seller owns that certain real property in the City of Escondido, County of San Diego, located at 2120 Harmony Grove Road, Escondido, CA 92025 with assessor's parcel number 232-051-58 (the "Property").

1.2 **Purchase and Sale.** Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, on the terms and conditions set forth below.

ARTICLE 2

Definitions

Unless the content otherwise indicates, the following shall have the meanings as set forth in this Article:

2.1 **"Acceptance of this Agreement"** means the date first set forth above, whether or not this Agreement is actually signed by the parties on an earlier or later date.

2.2 **"Cash"** means (i) currency, (ii) a check or checks currently dated, payable to Escrow Holder or order and honored upon presentation for payment, or (iii) funds wire-transferred or otherwise deposited into Escrow Holder's account at Escrow Holder's direction.

2.3 **"City"** means the City of Escondido, California.

2.4 **"Close of Escrow"** means the date the Seller's Grant Deed is filed for record.

2.5 **"County"** means the County of San Diego, State of California.

2.6 **"Deposit"** means the FIFTY THOUSAND DOLLAR (\$50,000) deposit to be made by Buyer in accordance with **Section 3.1** below.

2.7 **"Due Diligence Materials"** shall mean those materials, if any, described in **Exhibit A** attached hereto, as well as such other materials relating to the Property heretofore or hereafter delivered by Seller or any of its employees, agents or consultants to Buyer.

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2.8 **"Escrow Holder"** means Lawyers Title Insurance Company, 5898 Copley Dr San Diego, CA 92111

2.9 **"General and special real estate taxes"** means all non-delinquent taxes and charges of the type customarily evidenced by a secured tax bill issued by the Tax Collector of the County, including, but not limited to, amounts allocated to (i) County or City general governmental purposes, (ii) bonded indebtedness of the County or City, (iii) bonded or other indebtedness and operating expenses of any school, college, sewer, water, irrigation, hospital, library, utility, county service, community facilities district or other district, and (iv) any other lawful purpose. The parties acknowledge that prior the Close of Escrow the Property may not be subject to general and special real estate taxes because the Property is owned by a public entity, but such fact shall not be construed to release or relieve Buyer from the obligation to assume responsibility for general and special real estate taxes as of the Close of Escrow.

2.10 **"Lease Agreement"** means the lease between the City and Buyer on the Property.

2.11 **"Opening of Escrow"** means the date of, and act of, Escrow Holder signing the "Consent of Escrow Holder" attached to this Agreement.

2.12 **"Property"** means that certain real property in the City of Escondido, County of San Diego, located at 2120 Harmony Grove Road, Escondido, CA 92025 with assessor's parcel number 232-051-58.

2.13 **"Purchase Price"** means the purchase price for the Property described in **Section 3.2** below.

2.14 **"Title Insurer"** means Lawyers Title Insurance Company.

ARTICLE 3 Purchase Price

3.1 **Deposit.** Concurrently with the opening of escrow, Buyer shall deliver to Escrow Holder the deposit sum of FIFTY THOUSAND DOLLARS (\$50,000) (the "Deposit"). The Deposit shall be held by Escrow Holder until the expiration of the Feasibility Period, at which time it shall be delivered to Seller. Buyer shall execute and deliver to Escrow Holder such instructions as may be requested by Escrow Holder to cause the Deposit to be released to Seller in a timely manner. The Deposit shall be credited to the Purchase Price upon Close of Escrow. If Buyer terminates this Agreement prior to the expiration of the Feasibility Period, then the Deposit shall be returned to Buyer. Escrow shall be opened by the parties within five (5) days of the Acceptance of this Agreement.

3.2 **Purchase Price.** Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price of **SIX MILLION FIVE HUNDRED THOUSAND DOLLARS (\$6,500,000).**

3.3 **Payment of Purchase Price.**

The Purchase Price to be paid by Buyer to Seller for the Property shall be \$6,500,000, payable as follows:

- a) Cash down payment, including the Deposit as defined in paragraph 3.1 above: \$50,000; and
- b) Balance at close of escrow: \$6,450,000.

ARTICLE 4
Conditions Precedent

4.1 Feasibility Condition Precedent In Favor of Buyer. Buyer's obligation to purchase the Property is subject to Buyer approving, in Buyer's sole discretion, the condition of the Property and all matters relating thereto and the feasibility of using the Property for Buyer's purposes. Such condition is referred to herein as the "Feasibility Condition." Unless this Agreement is earlier terminated, Buyer shall have until **November 30, 2013**, the expiration of the Feasibility Period to conduct and approve all of its investigations and studies, including, but not limited to: investigating the feasibility of operating Buyer's proposed project; the probability of obtaining any necessary conditional use or other permits; the Title Report described in **Article 7** below; the suitability of the site for Buyer's use; the environmental condition of the Property and surrounding properties; federal, state, County and City fees, policies and regulations; planning, zoning and other land use considerations and requirements; economic feasibility studies and all related matters.

4.2 Satisfaction or Waiver of Feasibility Condition. If Buyer disapproves any matter relating to the Property, Buyer's sole recourse shall be to terminate this Agreement by delivery of written notice thereof to Seller and Escrow Holder before the expiration of the Feasibility Period. If, for any reason, Buyer fails to deliver, within the Feasibility Period, written notice to Seller and Escrow Holder of Buyer's election to terminate this Agreement, then such failure shall constitute Buyer's waiver or approval of the Feasibility Condition and Buyer shall be obligated to proceed with the purchase of the Property. Should this Agreement be terminated by Buyer as a result of Buyer's disapproval of the condition of the Property, then Buyer and Seller shall each execute escrow cancellation instructions whereby Buyer and Seller terminate this Agreement and release one another, the Property and Escrow Holder from any obligations under this Agreement with respect to the Property, except those indemnity and corrective obligations of Buyer relating to Buyer's inspection of the Property and any other agreements expressly intended to survive such termination. If Buyer terminates this Agreement prior to the expiration of the Feasibility Period, Buyer's Deposit shall be promptly returned to Buyer following the execution of the escrow cancellation instructions described above and the return by Buyer to Seller of the Due Diligence Materials.

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ARTICLE 5

Right to Enter onto the Property

5.1 **Limit on Escrow Holder's Responsibility.** Escrow Holder shall have no concern with, nor liability nor responsibility for, this Article.

5.2 **Right to Enter the Property for Feasibility Studies.** Buyer and its employees, agents and independent contractors may, prior to the Close of Escrow, reasonably go upon the Property to, at Buyer's sole cost, inspect, survey and test the Property and other similarly related activities. Buyer will indemnify, defend and hold Seller and the Property harmless from any claim, loss, cost, damage, liability, lien, action or judgment (including, without limitation, Seller's reasonable attorneys' fees and court costs) arising in connection with the acts or omissions of Buyer or any its employees, agents or independent contractors. Termination of this Agreement will not terminate Buyer's obligations hereunder. Should Buyer's right to purchase the Property terminate, Buyer will, immediately after such termination, at Buyer's sole cost, return the Property to its physical condition immediately before such damage or as close thereto as reasonably possible. Buyer shall not conduct any borings or other invasive testing on or about the Property without first obtaining the prior written consent of Seller, which consent shall not be unreasonably withheld; provided, however, that Buyer shall provide Seller with copies of all tests and reports received by Buyer in connection therewith and Buyer shall return the Property to its former condition at the conclusion of such tests and borings.

5.3 **Due Diligence Materials.** Within five (5) business days of the Opening of Escrow, Seller shall deliver to Buyer those certain documents and materials, if any, shown on **Exhibit A** attached hereto. Buyer acknowledges and agrees that such Due Diligence Materials have been prepared by third parties or are based on information provided by third parties, and Seller does not warrant the accuracy or completeness of such information contained therein. If this Agreement is terminated for any reason, Buyer shall return all Due Diligence Materials, and any copies thereof, to Seller.

5.4 **Early Possession for Designing/Constructing Tenant Improvements.** Buyer and Seller agree to enter into a new Lease Agreement to expand the Lease premises to include the entire Property at an increased rental rate based on the current price per square foot. Following the full execution of the New Lease Agreement, Buyer and its employees, agents and independent contractors may, prior to the Close of Escrow, go upon the Property to, at Buyer's sole cost, construct tenant improvements for Buyer's business operation. Buyer shall be responsible for obtaining all permits through the City's Planning Department. Said tenant improvements shall become the property of the City until Close of Escrow. In the event that escrow does not close on the Property, Buyer will, at the City's election, immediately after such termination, at Buyer's sole cost, return the Property to its previous physical condition. Buyer will indemnify, defend and hold Seller and the Property harmless from any claim, loss, cost, damage, liability, lien, action or judgment (including, without limitation, Seller's reasonable attorneys' fees and court costs) arising in connection with the acts or omissions of Buyer or any its employees, agents or independent contractors. Termination of this Agreement will not terminate Buyer's obligations hereunder.

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ARTICLE 6 Deliveries to Escrow Holder

Each party will deliver to Escrow Holder in a timely manner those documents, funds and other items required to close escrow by the Closing Date.

ARTICLE 7 Title Policy

7.1 **Buyer's Title Policy.** As a condition to Buyer's obligation to close the escrow, the Title Insurer shall, at the Close of Escrow, provide to Buyer, or commit to provide to Buyer following the Close of Escrow, at Seller's expense, a CLTA Standard Owners Policy of Title Insurance, or its general equivalent (the "Title Policy"), with liability in the amount of the Purchase Price, insuring that fee title to the Property vests in Buyer subject only to:

- (a) All standard exceptions and exclusions from coverage set forth in the Title Policy.
- (b) All of the scheduled exceptions set forth in Title Insurer's preliminary title report to be delivered by Title Insurer to Buyer within fifteen (15) days following the Opening of Escrow (the "Title Report") excluding only any mortgages and deeds of trust encumbering the Property and listed in the Title Report, and excluding any items that Seller may agree in writing to remove prior to the Close of Escrow. Buyer acknowledges and agrees that Seller shall have no obligation to remove any such title exceptions (other than the mortgages and deeds of trust referred to above) and Buyer's sole recourse in the event Buyer disapproves any exception to title shall be to terminate this Agreement prior to the expiration of the Feasibility Period. Seller shall request the Title Insurer to provide to Buyer copies of all available recorded exceptions to title and to plot such recorded easements as are capable of being so plotted.
- (c) General and special real estate taxes and assessments which are, as of the close of this escrow, not delinquent and supplemental taxes, if any, assessed pursuant to California REVENUE AND TAXATION CODE Section 75 and following.
- (d) Any lien or other encumbrance voluntarily imposed by Buyer.

Close of Escrow is conditional on issuance of the Title Policy subject only to the items set forth in (a) through (d) above and Escrow Holder shall immediately report to the parties any additional title items. Any title exceptions revealed in a supplemental title report delivered to Buyer following the expiration of the Feasibility Period and not set forth in (a) through (d) above (but not including zoning, governmental regulations or any governmental restrictions or conditions) which might in any manner materially adversely affect Buyer's ability to use the property shall entitle Buyer, as its sole remedy, the right to terminate this Agreement, provided Buyer delivers written notice of such termination to Seller and Escrow Holder within ten (10) days of the date Buyer first learns of such additional title exception(s). Failure of Buyer to so

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deliver notice of termination within such ten (10) day period shall constitute Buyer's approval of such additional exception(s) and agreement to accept title subject to such encumbrances. Buyer shall not have the right to terminate this Agreement if Seller notifies Buyer that such additional exception(s) shall be removed on or before the Close of Escrow.

7.2 **ALTA Extended Policy.** Buyer may, at Buyer's option, direct Escrow Holder to procure an ALTA owner's extended coverage policy of title insurance from Title Insurer, provided Close of Escrow would not be thereby prevented or delayed beyond the Closing Date. Buyer, and not Seller, shall be responsible to pay any added premium or other costs of such additional coverage. Buyer, and not Seller, shall be responsible to provide and pay the costs of any survey required for the ALTA policy or such endorsements. Buyer shall have no right to condition its obligations under this Agreement on its approval of a survey following the expiration of the Feasibility Period.

ARTICLE 8 Prorations, Fees, Costs and Reimbursements

8.1 **Seller's Charges.** Seller shall pay (i) any documentary transfer tax imposed by the County, (ii) the CLTA Standard owner's title policy premium or its equivalent (but not the added premium for an extended coverage ALTA policy), (iii) one-half (1/2) of Escrow Holder's fee, and (iv) usual seller's document-drafting and recording charges.

8.2 **Buyer's Charges.** Buyer will pay (i) one-half (1/2) of Escrow Holder's fee, (ii) the extra premium for any ALTA title policy or any added endorsements (ordered by Buyer in the manner permitted by the terms of this Agreement) over and above that of the premium of the CLTA Standard owner's title policy or its equivalent, and (iii) usual buyer's document-drafting and recording charges.

ARTICLE 9 Close of Escrow or Termination of Agreement

9.1 **Close of Escrow.** Escrow Holder will close escrow by recording, at the Close of Escrow, the Grant Deed and such other documents contemplated to be recorded hereunder at the Close of Escrow. Escrow shall close no later than **December 15, 2013 ("Closing Date")**. If Escrow Holder cannot close escrow on or before the Closing Date, it will nevertheless close this escrow when all conditions have been satisfied or waived unless, after the Closing Date and prior to the close of this escrow, Escrow Holder receives a written notice to terminate this escrow from a party who, at the time the notice is delivered, is not in default under this Agreement. Nothing herein stated shall be deemed, however, to imply that time is not of the essence of this Agreement.

9.2 **Breach.** Time is expressly stated to be of the essence of each and every provision of this Agreement wherein time for performance is set forth. In all other respects, the parties hereto covenant to perform their obligations in an expeditious manner. Failure to comply with this provision shall be a material breach of this Agreement.

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9.3 Liquidated Damages. BUYER AND SELLER AGREE THAT THE SUM REPRESENTED BY THE DEPOSIT, FIFTY THOUSAND DOLLARS (\$50,000.00) (THE "LIQUIDATED DAMAGES AMOUNT") IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES IF ESCROW FAILS TO CLOSE DUE TO THE DEFAULT OF BUYER. IN THE EVENT THE CLOSE OF ESCROW DOES NOT OCCUR AS HEREIN PROVIDED BY REASON OF ANY DEFAULT BY BUYER, BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER. THEREFORE, BUYER AND SELLER HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AND SHALL BE AN AMOUNT EQUAL TO THE LIQUIDATED DAMAGES AMOUNT. EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE IN THIS SECTION, SAID AMOUNT SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER OF ITS OBLIGATION TO PURCHASE THE PROPERTY. UPON SUCH DEFAULT BY BUYER, SELLER'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE TERMINATED AND SELLER SHALL HAVE THE RIGHT TO COLLECT SUCH LIQUIDATED DAMAGES FROM BUYER AND/OR ESCROW HOLDER. IN ADDITION TO SUCH LIQUIDATED DAMAGES, SELLER SHALL BE ENTITLED TO (I) ENFORCE ITS REMEDIES UNDER ANY INDEMNIFICATION CONTAINED IN THIS AGREEMENT, AND (II) COLLECT ANY ATTORNEYS' FEES OR OTHER COSTS INCURRED IN ENFORCING THE PROVISIONS OF THIS PARAGRAPH.

Buyer's Initials

Seller's Initials

ARTICLE 10
Escrow Holder's General Provisions

The parties shall execute Escrow Holder's general escrow instructions so long as the same are consistent with this Agreement.

ARTICLE 11
Representations, Warranties
and Further Disclosures and Agreements

11.1 Limit on Escrow Holder's Responsibility. Escrow Holder shall have no concern with, nor liability nor responsibility for, this Article.

11.2 Basis of Purchase. Except as set forth in this Agreement, Buyer acknowledges that it is purchasing the Property in reliance solely on (i) Buyer's inspection of the Property, (ii) Buyer's independent verification of the truth of any documents delivered by Seller to Buyer and statements made by Seller to Buyer concerning the Property and its development, (iii) the opinions and advice concerning the Property and its development of consultants engaged by

Buyer and (iv) the covenants, representations and warranties expressly set forth in this Agreement.

11.3 "As Is" Purchase. If Buyer does not elect to terminate this Agreement prior to the expiration of Buyer's Feasibility Period described above, Buyer will acquire the Property and all matters relating to the Property, including, without limitation, those listed below, in the present "as is" condition. The matters listed below are:

- (a) Soils, Topography, Etc. Soils and geological condition; topography, area and configuration; archeological, prehistoric and historic artifacts, remains and relics; endangered species; or the existence of any hazardous materials or substances on, in, under or about the Property.
- (b) Public Services, Etc. Availability of fire and police protection and other public services, as well as the proximity of the Property to existing and future power lines.
- (c) Districts. The status, special taxes and assessments of any and all community facility districts and assessment districts.
- (d) Planning, Zoning and Permits. Applicable planning, zoning and subdivision statutes, ordinances, regulations and permits. Seller has no obligation to approve or grant any applications, permits, or other approvals for Buyer's intended use of the property.
- (e) Development Fees. The character and amount of any fee or charge which must be paid by Buyer to further develop the Property.
- (f) Easements and Encroachments. Any easement, license or encroachment which is not a matter of public record, whether or not visible upon inspection of the Property.
- (g) Natural Hazards. The existence and effect of any natural hazards that may affect or impact the Property, including, without limitation, the location of the Property or any portion thereof in any (i) special flood hazard area designated by the Federal Emergency Management Agency, (ii) an area of potential flooding shown on an inundation map designated pursuant to Section 8589.5 of the California Government Code, (iii) a very high fire severity zone described in Section 51179 of the California Government Code, (iv) a wildland fire area referred to in Section 4136 of the California Public Resources Code, (v) an earthquake fault zone as referred to in Section 2621.9 of the California Public Resources Code, or (vi) a seismic hazard zone as referred in Section 2694 of the California Public Resources Code. Buyer agrees that during the Feasibility Period Buyer shall conduct its own investigation as to the existence of any such hazards and Buyer hereby releases Seller from any liability or responsibility in connection therewith. To the extent Seller provides any additional written disclosure regarding any of the foregoing to Buyer, such disclosure shall not constitute a warranty by Seller as to the accuracy or completeness of such disclosure.

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(h) Other Matters. Any other matter relating to the Property or to the development of the Property, including, but not limited to, value, feasibility, cost, and governmental permissions.

11.4 Brokerage Commissions or Finders' Fees. Buyer and Seller each hereby represent and warrant to the other that neither party has used or retained any broker or finder in connection with this transaction. Buyer and Seller each hereby agree to indemnify, defend and hold the other free and harmless from and against any claim, damage or expense (including, without limitation, expenses for attorneys' fees and court costs) the other party may incur as a result of any inaccuracy in the indemnifying party's representation made pursuant to this Section.

11.5 Validity and Binding Effect. Buyer represents and warrants to Seller that this Agreement has been duly executed and delivered by Buyer, and that the covenants, conditions and agreements contained herein or referred to herein are the legal, valid and binding obligations of Buyer, enforceable in accordance with their respective terms.

11.6 Other Warranties and Representations. Each party warrants to the other that it is authorized to enter into this Agreement. In addition to the foregoing, as of the Acceptance of this Agreement, Seller warrants and represents to Buyer as follows.

(a) Seller's Authority. Seller has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement.

(b) Hazardous Materials. Seller represents that the Due Diligence Materials and the other materials disclosed to Buyer set forth all of Seller's actual knowledge regarding the existence of hazardous materials on or beneath the Property.

(c) Litigation. Seller is not a party to, and Seller has no actual knowledge of any litigation pending or threatened against the Property in any court at law or in equity.

All of the representations and warranties made by Seller in this **Section 11.6** are limited to the actual knowledge of Seller without any duty of investigation or inquiry.

ARTICLE 12

Assignment

12.1 Limit on Escrow Holder's Responsibility. Escrow Holder shall have no concern with, nor liability nor responsibility for, this Article.

12.2 Assignment by Buyer Must be Approved by Seller. Neither Buyer, nor any person or entity constituting Buyer, nor any assignee of Buyer's or any such person's or entity's rights hereunder, will have the right or power to assign its or their rights hereunder without first having obtained Seller's written approval of any such assignment, which approval may be withheld in Seller's sole discretion, except that this Agreement may be assigned without consent to an affiliate. "Affiliate" shall be defined as entities controlling the Buyer, controlled by the Buyer or

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under common control with the Buyer. "Control" in this context refers to ownership of more than 50% of the Affiliate's outstanding voting shares.

Approval of any one assignment will not constitute a waiver of Seller's right to approve or disapprove any subsequent proposed assignment. Any assignment or delegation in violation of this section shall be void.

Notwithstanding anything herein to the contrary, this Agreement may be assigned by Buyer without requiring Seller's prior written consent to a single purpose entity formed for the acquisition of the Property, where (i) managing members of the Buyer or (ii) entities controlled by managing members of Buyer would control at least fifty percent (50%) of the newly formed single purpose entity.

12.3 Assignor's Obligations. No assignment pursuant to this Article will relieve the assignor of any of its obligations under this Agreement.

ARTICLE 13

General Provisions

13.1 Gender, Number. Whenever the context requires, the use herein of (i) the neuter gender includes the masculine and the feminine, and (ii) the singular number includes the plural.

13.2 Business Days. If the (i) stated Closing Date, or (ii) last day for performance of an act falls upon a day during which Escrow Holder is not open for business, the Closing Date or such last day, as the case may be, will be the immediately following regular business day of Escrow Holder.

13.3 Survival of Provisions. The representations, warranties, agreements and indemnities set forth in this Agreement will survive the closing and the execution and delivery of Seller's grant deed and will not be merged in Seller's grant deed.

13.4 Captions. Captions in this agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement.

13.5 Exhibits. All exhibits referred to in this Agreement are attached to, and are a part of, this Agreement.

13.6 Entire Agreement. This Agreement contains the entire agreement between the parties relating to the transaction contemplated hereby and all prior agreements, understandings, representations and statements, oral or written, are merged herein.

13.7 Modifications. No modification, waiver or discharge of this Agreement will be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver or discharge is or may be sought.

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13.8 **Attorney's Fees and Costs.** If either party commences litigation for the judicial interpretation, reformation, enforcement or rescission hereof, the prevailing party will be entitled to a judgment against the other for an amount equal to reasonable attorneys' fees and court and other costs incurred.

13.9 **Successors.** All terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective administrators or executors, successors and assigns; nothing contained in this **Section 13.9** will affect **Article 12**.

13.10 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument.

13.11 **Applicable Law.** This Agreement will be construed and enforced in accordance with the laws of the State of California.

13.12 **Time of Essence.** Time is of the essence of each and every provision of this Agreement in which time is an element.

13.13 **Notices.** Unless otherwise provided herein, all notices, demands or other communications given hereunder will be in writing and will be deemed to have been duly delivered upon personal delivery, or on receipt of a telecopy, or on the second business day after deposit with Federal Express or other overnight courier service, or as of the second business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Seller: City of Escondido
 Attn: Debra Lundy, Real Property Manager
 201 N. Broadway
 Escondido, California 92025
 (760) 839-4034

If to Buyer: KoochenVagner's Brewing Company
 Attn: Craig Spitz, CEO
 1999 Citracado Parkway
 Escondido, CA 92029
 (760) 471-4999

This Agreement has been executed as of the date set forth at the beginning hereof.

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"SELLER"

CITY OF ESCONDIDO

Dated: _____

By _____
Debra Lundy, Real Property Manager

Dated: _____

By _____
Diane Halverson, City Clerk

"BUYER"

KOOCHENVAGNER'S BREWING COMPANY, a
California Corporation

Dated: _____

By _____
Its _____

Dated: _____

By _____
Its _____

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Exhibit A
Due Diligence Materials

1. Copy of existing leases:

Network Cabling	18 parking spaces	\$250.00/month	1 year; expires: October 31, 2013
Wireless Capital Partners	Rooftop telcomm facility	\$0	Expires: June 16, 2032
Carpet Club	Storage unit	\$440/month	Month-to-month

- 2. Copy of Hazardous Materials Building Survey, prepared by Construction Testing & Engineering, dated December 6, 2010**
- 3. Copy of Phase I report, prepared by Construction Testing & Engineering dated, December 1, 2010**

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**CITY OF ESCONDIDO
LEASE AGREEMENT**

PREMISES:

2120 Harmony Grove Road
Escondido, CA 92029

LESSEE:

KoochenVagner's Brewing Company
dba Stone Brewing Company

TERM: 90 Days

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CITY OF ESCONDIDO

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CITY OF ESCONDIDO
LEASE AGREEMENT

This Agreement is made this _____ day of _____, 2013.

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

And: KoochenVagner's Brewing Company, dba
Stone Brewing Company
2120 Harmony Grove Road
Escondido, CA 92029
("LESSEE")

Witness that whereas:

A. CITY desires to rent to LESSEE and LESSEE desires to rent from CITY certain public property located at 2120 Harmony Grove Road (the "Premises"), for the purpose of general food processing, which may include the storage of beer in refrigerated coolers and office space and all other legally permitted uses consistent with the character of the Premises, building and business park. NOW THEREFORE, it is mutually agreed by and between CITY and LESSEE as follows:

1. DEFINITION OF TERMS. The following words in this Lease Agreement shall have the significance attached to them in this clause unless otherwise apparent from their context.
 - a. "Lease" means this Lease Agreement.
 - b. "Premises" means the real property located at 2120 Harmony Grove, Escondido, CA 92029.

- c. "Lease Administrator" means the City of Escondido-Real Property Agent, or upon written notice to LESSEE, such other person as shall be designated from time to time by CITY.
 - d. "LESSEE" means Stone Brewing Company, and does not include its heirs, assigns, or successors-in-interest.
2. ADMINISTRATION. This Lease shall be administered on behalf of CITY by the Lease Administrator, whose address is:

City of Escondido
Engineering – Real Property
201 North Broadway
Escondido, CA 92025

and on behalf of LESSEE by Craig Spitz, whose address is:

1999 Citracado Parkway
Escondido, CA 92029

3. TERM. The term of this Lease shall be ninety (90) days, commencing on November 1, 2013.
4. TERMINATION OF LEASE.

4.1 This lease shall terminate automatically, without further action by either party, terminate upon the close of escrow in which Lessee purchases the Property from Lessor.

4.2 CITY shall have the right to terminate this Lease by giving seven (7) days prior written notice to LESSEE for any of the following events:

4.2.1 LESSEE'S failure to comply with the following clauses in this Lease:

Acceptance and Maintenance, Paragraph 12

Use, Paragraph 14

Occupancy and Assignment, Paragraph 15

Conduct, Paragraph 16

Insurance, Paragraph 21

Americans with Disabilities Act (ADA), Paragraph 28

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4.2.2 If the CITY discovers at any time during the lease term that the LESSEE or any other party has used, is using, or will use the Premises in an unlawful manner or for an unlawful purpose, or in any manner that is inconsistent with any provision of this Lease.

5. OPTIONS TO RENEW. Not applicable to this lease.

6. VACATION OF PREMISES.

6.1 Upon termination of this Lease for any reason except as set forth in Section 4.1, LESSEE shall peaceably vacate the and deliver Premises to CITY in the same condition as LESSEE found them upon its acceptance of the Premises hereunder, excepting ordinary wear and tear and conditions caused by acts of God. Any tenant improvements constructed or installed in anticipation of purchase by Lessee shall be removed to the City's satisfaction.

6.2 Upon such termination, LESSEE shall immediately:

6.2.1 Provide a written statement to the Lease Administrator of LESSEE'S new address for purpose of refunding monies, if any, due LESSEE under this Lease; and

6.2.2 Deliver any keys for the Premises to the Administrator or send said keys by certified mail to the address stated in Paragraph 2 above.

7. RENT. In consideration of the sole possession and use of the approximate 56,352 square foot industrial building and 4.51 acre lot located at 2120 Harmony Grove Road, Escondido, CA (APN: 232-51-58), LESSEE shall deliver and pay rent to CITY during the life of this Lease in the amount of \$30,994 per month, on or prior to the third of each month.

8. LATE PAYMENT. In the event LESSEE fails to pay the applicable rents when due as previously provided herein, then LESSEE shall pay CITY in addition to the delinquent rent, a sum of money equal to five percent (5%) of said delinquent rent; however, in the event said delinquent rent is still unpaid after fifteen (15) days of becoming delinquent, then LESSEE shall pay CITY, instead of said five percent (5%), a sum of money equal to ten percent (10%) of said delinquent rent. It is the intent of this provision that CITY shall be compensated by such additional sum for loss resulting from rental delinquency including costs to CITY for servicing the delinquent account.

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9. SECURITY DEPOSIT. Not applicable to this Lease.

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

11. TAXES, ASSESSMENTS, AND FEES.

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

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

12. ACCEPTANCE AND MAINTENANCE.

12.1 LESSEE hereby acknowledges that LESSEE has inspected the Premises, that LESSEE accepts said Premises "as is" and "where is," that the Premises are in a good and sanitary order, condition, and repair. LESSEE hereby accepts the Premises as such.

12.2 Lessee agrees to take good care of the Premises and all improvements, alterations, fixtures, and appurtenances thereon and thereto. and to give prompt notice to the Lease Administrator of any damage to same. Lessee agrees to make all repairs in and about the Premises, including painting, which may be necessary to preserve them in good order and condition. Said repairs, if any, shall be made in a good and professional manner, and at least equal to the condition and quality of the repaired items at the inception of this Lease. Lessee shall promptly pay the expenses of such repairs.

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13. ALTERATIONS.

13.1 LESSEE shall be entitled to make improvements to the property in contemplation of purchasing the property, but shall review all such planned improvements with the City's Lease Administrator and only after obtaining applicable permits. Any such improvements shall be removed, at City's election, to City's satisfaction as provided above in the event the Lessee does not purchase the Premises.

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

14. USE. LESSEE agrees to use the Premises as follows:

14.1 For the purpose of general food processing, which may include the storage of beer in refrigerated coolers and office space and all other legally permitted uses consistent with the character of the Premises, building and business park, in accordance with the provisions and requirements contained in any permits required by the City of Escondido Planning Division.

14.2 LESSEE shall not use, nor permit the use of, the Premises other than as described in Paragraph 14.1 above. In any case where LESSEE is, or should reasonably be, in doubt as to the propriety of any particular use, LESSEE may request, and will not be in breach or default if LESSEE abides by, the written determination of the Lease Administrator that such use is or is not permitted.

14.3 Noncompliance by LESSEE with any provision of this Clause shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.

15. OCCUPANCY, ASSIGNMENT AND SUBLETTING. The Premises shall only be occupied by LESSEE except with prior written consent of the Lease Administrator. LESSEE may not assign this lease or any interest therein and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person except employees, agents, guests of LESSEE, to use or occupy same or any part thereof, without the written consent of the Lease Administrator in each instance. A consent to assignment, subletting, occupation, or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Any such assignment or subletting without such consent shall be void and shall, at the

2013-150
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option of CITY, terminate this Lease. This Lease shall not, nor shall any interest therein, be assignable as to the interest of LESSEE by operation of law, without the written consent of the Lease Administrator. LESSEE'S noncompliance with this Clause shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.

16. CONDUCT.

16.1 LESSEE and guests of LESSEE shall at all times conduct themselves in a quiet and dignified manner so as to cause no annoyance or inconvenience to neighbors of LESSEE.

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

16.3 Noncompliance by LESSEE with any provision of this Clause shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.

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

18. NOTICES. Any notice required or permitted to be given by this Lease must either be personally served on the other party or served by certified mail, return receipt requested, to the addressee. Notices served by mail shall be sent to the address listed above in Paragraph 2. A change of either party's address must also be immediately served in the manner described above.

19. RIGHT OF INSPECTION. CITY reserves the right for its agents or employees to enter upon and inspect the Premises at any reasonable time to ascertain if LESSEE is complying with the provisions of this Lease.

20. CITY'S RIGHT TO ENTER PREMISES. CITY reserves the right for CITY or CITY'S designee to enter any portion of the Premises at any time to perform any and all building and utilities maintenance or upgrades as CITY deems appropriate, including but not limited to, sewer, water, electrical, fiber optics, HVAC and roof alterations. LESSEE agrees that LESSEE will not interfere with any work or construction contemplated by this Section 20 and that LESSEE shall make the Premises readily available to CITY or CITY'S designee for the completion of such improvements.

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21. INSURANCE.

21.1 LESSEE must have insurance in the following amounts at all times during this Agreement:

21.1.1 General liability insurance with at least \$1 Million combined single-limit coverage per occurrence for bodily injury and property damage; and

21.1.2 Automobile liability insurance of \$1 Million combined single-limit per accident for bodily injury and property damage; and

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

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

21.2.1 Each policy must name the CITY specifically as an additional insured under the policy on a separate endorsement page, with the exception of the workers' compensation policy.

21.2.2 Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A-rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.

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

21.3 LESSEE agrees to deposit with CITY, on or before the effective date of this Lease, one Certificate of Insurance for each of the policy or policies necessary to satisfy the insurance provisions of this Lease and to keep such insurance in effect during the entire term of this Lease. Said Certificate of Insurance shall be reviewed by, and acceptable to, the City Attorney, prior to commencement of the Lease Term. LESSEE will also deposit with the CITY within 60 days of the Effective Date of this Lease, an Additional Insured Endorsement naming CITY specifically and separately as a "additional insured", with the exception of the worker's compensation policy. The appropriate endorsements described in Paragraph 21.2

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above shall follow within sixty (60) days. Noncompliance by LESSEE with any provision of this Clause shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.

- 21.4 CITY shall retain the right at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of the Lease Administrator, the insurance provisions in this Lease do not provide adequate protection for CITY and for members of the public using the Premises, CITY may require LESSEE to obtain insurance sufficient in coverage, form and amount to provide adequate protection from and against the kind and extent of risks which exist or are foreseeable at the time a change in insurance is required. CITY'S requirements shall be reasonable, but shall be designed to assure adequate protection of the CITY'S interests. The Lease Administrator shall notify LESSEE in writing of changes in the insurance requirements and, if LESSEE does not deposit with CITY within sixty (60) days of receipt of such notice a new Certificate of Insurance for each policy or policies of insurance incorporating such changes, this Lease shall be deemed in default without further notice to LESSEE and may be forthwith terminated by the Lease Administrator, pursuant to Paragraph 4.2 above.
- 21.5 The procuring of such required policy or policies of insurance shall not be construed to limit LESSEE'S liability hereunder nor to fulfill the indemnification provisions and requirements of this Lease. Notwithstanding said policy or policies of insurance, LESSEE shall be obligated for the full and total amount of any damage, injury or loss attributable to any act or omission of it or its agents, customers or guests in connection with this Lease or with use or occupancy of the Premises.
- 21.6 Noncompliance by LESSEE with any provision of this Paragraph 21 shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.
22. INDEMNIFICATION. LESSEE shall defend, indemnify, and hold harmless CITY, its officers, agents, and employees from and against any and all claims, demands, and liabilities for loss of any kind or nature which CITY, its officers, agents, or employees may sustain or incur or which may be imposed upon them or any of them for injury to or death of persons or damage to property as a result of, arising out of, or in any manner connected with this Lease or with the occupancy and use of the Premises by LESSEE, its invitees,

visitors, or any other persons whatsoever. LESSEE further agrees to pay any and all costs and expenses, including, but not limited to, court costs and reasonable attorney's fees incurred by CITY on account of any such claims, demands, or liabilities. However, the provisions of this Lease shall not be construed to indemnify CITY for claims or acts arising from CITY'S sole negligence.

23. ATTORNEY'S FEES, COSTS AND EXPENSES. In the event litigation or other proceeding is required to enforce or interpret any provision of this Lease, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.
24. NONDISCRIMINATION. LESSEE herein covenants that this Lease is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of physical or mental disabilities, race, color, creed, religion, sex, marital status, national origin or ancestry in the use, occupancy, tenure or enjoyment of the leased premises. LESSEE shall not establish or permit any such practice of discrimination or segregation with reference to the selection, location, number, or use of occupancy by customers, tenants or vendees in the leased premises.
25. SUPERSEDEURE. This Lease, upon becoming effective, shall supersede any leases or rental agreements heretofore made or issued for the Premises between the CITY and LESSEE.
27. HAZARDOUS AND/OR CONTAMINATED SOIL AND MATERIAL. LESSEE will not place or permit to be placed materials and/or contaminated soils on the premises which under federal, state, or local law, statute, ordinance, or regulations require special handling in collection, storage, treatment, and/or disposal. LESSEE also hereby covenants and agrees that, if at any time it is determined there are materials and/or contaminated soils located on the premises which under any environmental requirement require special handling in collection, storage, treatment, or disposal, LESSEE shall notify CITY. Within thirty (30) days after written notice to CITY or from CITY, LESSEE shall commence to take and thereafter diligently complete, at LESSEE'S sole expense, such actions as may be necessary to comply with environmental requirements.

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28. LAW TO GOVERN; VENUE. This Lease shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of San Diego, North County Branch. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Southern District of California, in San Diego.
29. SPECIAL PROVISIONS. LESSEE hereby acknowledges that LESSEE waives all rights to any form of relocation assistance provided for by local, state, or federal law to which LESSEE may be entitled by reason of this Lease.
30. AMERICANS WITH DISABILITIES ACT (ADA). It is the duty of the LESSEE while operating under this Lease to comply with all local, state, and federal laws, including, but not limited to, the Americans with Disabilities Act and to indemnify CITY from any violation of any such law as it directly relates to the operation, repair or renovation of its Premises. Failure to comply with a provision of local, state, or federal law is grounds for the Lease Administrator's immediate termination of this Lease.

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

CITY OF ESCONDIDO

Date: _____

By: _____
Debra Lundy, Real Property Manager

Date: _____

By: _____
Diane Halverson, City Clerk

2013-150
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Date: _____

LESSEE

By: _____

Print Name and Title

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

By: _____

CITY COUNCIL

For City Clerk's Use:

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APPROVED

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DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 5
Date: October 23, 2013

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Bid Award and Budget Adjustment for the Encino and El Dorado Drive Storm Drain Replacement Project

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2013-146 authorizing the bid award to the lowest responsive and responsible bidder, authorizing the Mayor and City Clerk to execute a Public Improvement Agreement for an amount not to exceed \$460,000 and approving a budget adjustment for the Encino/El Dorado Storm Drain Replacement Project.

FISCAL ANALYSIS:

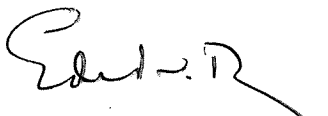
The Engineers estimate is \$420,000. Staff requests authorization to award up to \$460,000, which is 10% over the Engineers estimate. A transfer of \$154,762 from Account 108-641101 (Storm Drain Infrastructure) to this project is being requested to cover project construction and management costs.

BACKGROUND:

City Council budgeted funds to replace a failing private storm drain with a public system as a part of the FY 13/14 Capital Improvement Program ("CIP") budget. In order to alleviate flooding, and provide for the ultimate drainage system needs, the existing 36" pipeline will be replaced with a 60" drain pipe. The additional costs required to construct the larger pipeline necessitate a budget adjustment.

Design of the project has been accelerated to reduce exposure of existing drainage system to further deterioration. To expedite delivery of this project, staff requests authorization to award the project to the lowest responsive and responsible bidder, provided that their bid amount is \$460,000 or less.

Respectfully submitted,


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


Julie Procopio, P.E.
Assistant Director of Public Works/ Engineering



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: October 23, 2013
Department: Public Works
Division: Engineering
Project/Budget Manager: Julieanne Procopio X4001
Name Extension
Council Date (if applicable): October 23, 2013
(attach copy of staff report)

For Finance Use Only

Log # _____
Fiscal Year _____

Budget Balances

General Fund Accts

Revenue

Interfund Transfers

Fund Balance

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Storm Drain Infrastructure	108-641101		\$154,762
SD-Eldorado and Encino	108-NEW	\$154,762	

Explanation of Request:

To move remaining funding in the Storm Drain Infrastructure project to fund additional costs related to the Storm Drain at Eldorado and Encino project.

APPROVALS

Ed R. 10/16/13 Date
Department Head
Julie Procopio 10/16/13 Date
Finance

City Manager Date

City Clerk Date

Distribution (after approval):

Original: Finance

RESOLUTION NO. 2013-146

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY
CLERK, TO EXECUTE, ON BEHALF OF THE
CITY, A PUBLIC IMPROVEMENT
AGREEMENT WITH LOWEST RESPONSIVE
AND RESPONSIBLE BIDDER FOR
CONSTRUCTION OF THE ENCINO DRIVE
AND EL DORADO DRIVE STORM DRAIN
REPLACEMENT PROJECT

WHEREAS, the Escondido City Council budgeted funds in the FY 13/14 Capital Improvement Project ("CIP") Budget for the Encino Drive and El Dorado Drive Storm Drain Replacement Project (the "Project"); and

WHEREAS, the City of Escondido opened sealed bids for the Project on October 23, 2013; and

WHEREAS, the Public Works Director/City Engineer, in consultation with the City Manager, has recommended that staff review submitted bids and determine the lowest responsive and responsible bidder in order to expedite commencement of project work; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest of the City to allow staff to review submitted bids and determine the lowest responsive and responsible bidder; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to authorize the Mayor and City Clerk to execute a Public Improvement Agreement of an amount not to exceed \$460,000;

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

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Public Works Director/City Engineer to allow staff to review bids and determine the lowest responsive and responsible bidder for the Encino Drive and El Dorado Drive Storm Drain Replacement in order to expedite commencement of project work.
3. That the City Council accepts the recommendation of the Public Works Director/City Engineer and thereafter authorizes the Mayor and City Clerk to execute, on behalf of the City, a Public Improvement Agreement ("Agreement") with the lowest responsive and responsible bidder, in substantially the form used by the City for such projects, and subject to final approval as to form by the City attorney, to construct the Encino Drive and El Dorado Drive Storm Drain Replacement Project in an amount not to exceed the engineer's estimate plus ten percent (\$460,000).

CITY COUNCIL

For City Clerk's Use:

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APPROVED

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DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 6
Date: **October 23, 2013**

TO: Honorable Mayor and Members of the City Council

FROM: Sheryl Bennett, Director of Human Resources
Cheri Lowry, Risk & Safety Coordinator

SUBJECT: Approval of CalPERS Industrial Disability Retirement for Melvin Argent

RECOMMENDATION:

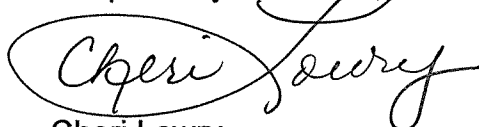
It is requested that Council adopt Resolution No. 2013-145 – approving the California Public Employees' Retirement System (CalPERS) Industrial Disability Retirement for Police Officer Melvin Argent.

BACKGROUND:

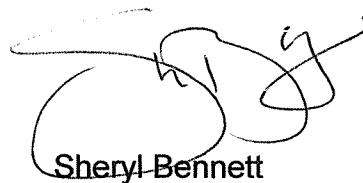
Mr. Argent is a 50-year-old male Police Officer. He has been employed by the City of Escondido for nearly 25 years. He will service retire on December 3, 2013, pending Industrial Disability Retirement. The basis for Mr. Argent's Industrial Disability Retirement application is confirmed by medical reports from Enass Rickards, M.D. Mr. Argent's condition is orthopedic in nature. Accordingly, Mr. Argent is incapacitated within the meaning of the Public Employees' Retirement Law for the performance of his usual and customary duties in the position of Police Officer.

Under State Law, the City Council is required to adopt a Resolution determining that competent medical evidence supports the granting of an Industrial Disability Retirement. Based on medical evidence, staff recommends the City Council adopt Resolution No. 2013-145 approving the CalPERS Industrial Disability Retirement for Melvin Argent to be effective December 3, 2013.

Respectfully submitted,



Cheri Lowry
Risk & Safety Coordinator



Sheryl Bennett
Human Resources Director

RESOLUTION NO. 2013-145

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING THE CALPERS INDUSTRIAL
DISABILITY RETIREMENT FOR MELVIN
ARGENT

WHEREAS, the City of Escondido (hereinafter referred to as "Agency") is a contracting agency of the California Public Employees' Retirement System (CalPERS); and

WHEREAS, the California Public Employees' Retirement Law requires that a contracting agency determine whether an employee of such agency in employment in which he is classified as a local safety member is disabled for purposes of the Public Employees' Retirement Law and whether such disability is "industrial" within the meaning of such law; and

WHEREAS, an application for Industrial Disability Retirement of Melvin Argent employed by the Agency in the position of Police Officer has been filed with CalPERS; and

WHEREAS, the City of Escondido has reviewed the medical and other evidence relevant to such alleged disability.

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

1. That the above recitations are true.
2. That the City Council of the City of Escondido does find and determine that Melvin Argent is incapacitated within the meaning of the Public Employees' Retirement Law for performance of his usual duties in the position of Police Officer.

3. That the City Council of the City of Escondido does find and determine that such disability is a result of injury or disease arising out of and in the course of employment.

4. That neither Melvin Argent nor the Agency, has applied to the Workers' Compensation Appeals Board for a determination pursuant to Section 21166 as to whether such disability is industrial.

5. That there is not a possibility of third party liability.

6. That the service member will service retire on December 3, 2013, pending approval of Industrial Disability Retirement and no dispute exists with regards to the retirement date. Mr. Argent's last day on pay status will be December 2, 2013.

7. That advanced permanent disability payments will not be made.

8. That the City Council of the City of Escondido finds that Mr. Argent's primary disability is orthopedic.

RENT REVIEW BOARD

For City Clerk's Use:

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APPROVED

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DENIED

Reso No. RRB _____

File No. _____

Ord No. RRB _____

Agenda Item No.: 7

Date: October 23, 2013

TO: Honorable Chairman and Members of the Rent Review Board

FROM: Barbara Redlitz, Director of Community Development

SUBJECT: Short-form Rent Increase Application for Casa De Amigos (File Number 0697-20-9961)

RECOMMENDATION:

- Consider the short-form rent increase application submitted by Casa De Amigos.
- If approved, adopt Rent Review Board Resolution No. 2013-08 granting an increase of seventy-five percent (75%) of the change in the Consumer Price Index, or 1.654% (an average of \$9.73) for the period of December 31, 2011, to June 30, 2013.

INTRODUCTION:

Casa De Amigos Mobilehome Park ("Park"), located at 1751 W. Citracado Parkway, has filed a short-form rent increase application. The Board is asked to accept the staff report, hear public testimony, and make a determination concerning the request in accordance with the Escondido Rent Protection Ordinance and the short-form procedures as outlined in the Rent Review Board Guidelines. The application and the staff report have been made available to the Board for review and consideration prior to the hearing.

THE RENT INCREASE APPLICATION:

Casa De Amigos is a senior park which has a total of 138 spaces with 40 spaces subject to rent control. The Park is requesting an increase for the 40 rent controlled spaces. The other spaces not included in this application are on long-term leases, occupied as rentals or by management, or are vacant. The amenities available for the residents include a furnished clubhouse with library, billiards room and exercise room, free laundry facilities, a year-round heated pool with Jacuzzi and shuffle board courts.

The application meets all the eligibility criteria for submittal of a short-form rent increase application.

PARK OWNER'S REQUEST:

The Park is requesting an increase of 75% of the change in Consumer Price Index for the period of December 31, 2011, to June 30, 2013. Seventy-five percent of the change in the CPI for the period of consideration is 1.654%. The average monthly rent for the residents that are affected by this

application is \$588.57. The average monthly increase requested for the 40 spaces is \$9.73 per space, per month.

This is the twelfth rent increase request filed by this Park since the Ordinance was implemented. The last increase was granted in June 2012 for an average amount of \$15.98, per space, per month.

RESIDENT MEETING AND COMMENTS:

All residents affected by this request were invited to attend a meeting in their clubhouse on Thursday, October 3, 2013, at 4:30 p.m. One resident attended the meeting. The meeting was also attended by the Park management and City staff. The application and the short-form hearing procedures were discussed with the resident in attendance. There were no concerns regarding the Park expressed at the meeting. After the meeting, the resident representative expressed some concerns with termites in the trees spreading to coaches, odors from a City of San Diego sewer line in Citracado Parkway, and the tree replacement policy.

City staff reinforced the Rent Review Board's request that the Park representative and resident representative meet at least 21 days before the Rent Review Board meeting to discuss park issues.

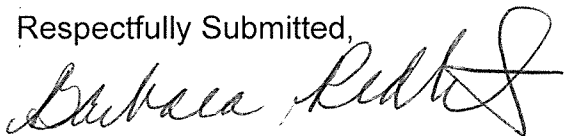
CODE ENFORCEMENT INSPECTION:

An inspection of the common areas of the Park by the Code Enforcement Division of the City noted some violations of the Health and Safety Code. A copy of the Code Report ("Report") is attached as "Exhibit A." The Owner, Owner's representative, and resident representative received a copy of the Report, and were made aware that no rent increase, if granted, may be implemented until the Health and Safety Code violations have been cleared.

ADDITIONAL FACTORS AFFECTING THE APPLICATION:

In conformance with the Rent Review Board Guidelines, the decision of the Board will be finalized by adoption of the Resolution confirming the findings of the Public Hearing. The Notice of Determination will be mailed to the applicant and residents immediately upon adoption of the Resolution. The Park owner may send the 90-day notice of any rent increase granted to the residents upon the adoption of the Resolution.

Respectfully Submitted,



Barbara Redlitz
Director of Community Development



Karen Youel
Management Analyst

DATE: OCTOBER 21, 2013

**TO: HONORABLE CHAIRMAN AND MEMBERS OF THE RENT
CONTROL BOARD**

FROM: BRIAN GUSTAFSON, CODE ENFORCEMENT MANAGER

SUBJECT: CASA DE AMIGOS MOBILE HOME ESTATES

Casa de Amigos Mobile Home Estates was inspected on October 8, 2013, with the lighting inspection conducted the evening of October 7, 2013, as a result of an application for rent increase having been filed. There were two general violations found during the inspection and three lighting violations noted in the report which is attached.

A resident meeting was held on October 3, 2013 (attended by one resident, three members of the Casa de Amigos staff and one city employee); there were no health and safety concerns raised.

There were no resident complaints and no open code enforcement cases in this park during the past year.

CC: Barbara Redlitz, Director of Community Development
 Karen Youel, Rent Control Administration



October 8, 2013

MOBILEHOME PARK RENT CONTROL
CODE ENFORCEMENT INSPECTION REPORT

Park Name: Casa de Amigos Mobile Home Estates

Park Owner: Jeff Johnston
1751 W. Citracado Parkway
Escondido, CA 92029

Park Manager: Paul Williams **Phone:** (760) 746-3971

Inspection Dates: 10/08/13 **Inspector:** Art Stephens

The following report is based on the inspection of the mobile home park conducted under provisions outlined in the California Health & Safety Code, Division 13, Part 2.1; the California Code of Regulations, Title 25; the Escondido Zoning Code, Article 45; and the Escondido Municipal Code. This inspection report only addresses health and safety issues that are related to the common facilities and areas in the mobile home park for which maintenance, repair and operations is the responsibility of the owners and managers of the park.

General Violations:

1. Three smoke detectors in the club house are not working. **25 CCR 1608 (l)**
2. The electrical grounding bond wires are disconnected from two pool pump motors. **25CCR 1188 (b), 25 CCR 1605 (d) (1)** per NEC, 2010 Edition, Article 250 and Article 680.

Areas of the park needing illumination per 25 CCR 1108
(Lighting Inspection: 10/07/13)

A total of three lights were found to be inoperable in the park.

1. Exterior light at the clubhouse near the trash enclosure area
2. Walk way light near the entrance to the Club House.
3. Walk way light adjacent to unit # 257 next to park bench.

MOBILEHOME PARK RENT REVIEW

RESIDENT REPRESENTATIVE REPORT FORM

Park Name Casa De Amigos

Date of Inspection Tuesday, October 8, 2013 @ 9a

Resident Representative William Ziegler

This park will be inspected as a result of an application having been filed for a rent increase. The Code Enforcement Division will base their inspection under provisions outlined in the California Health and Safety Code, Division 13, Part 2.1; California Code of Regulations – Title 25, the Escondido Zoning Code, Article XLV; and the Escondido Municipal Code, Section 6-480 Property Maintenance.

The report compiled by the Code Enforcement Division will address the health and safety issues related to the common areas of the mobile home park and those items for which the repair and maintenance is the responsibility of the owners and managers of the park. The attached list is to assist you and the residents in noting your current concerns so that they can be addressed as part of the process.

At the time of the inspections, each item on this list will be discussed with the participants. If it is a violation of Title 25 it will be made part of the Inspection Report.

Occasionally there are no concerns noted by park residents. If that is the case, we ask that you check the appropriate statement below, sign the form and return it to the Code Enforcement Division.

☐ The residents have expressed no specific concerns or issues at this time.

☐ The residents have expressed the specific issues and concerns that are noted on the accompanying pages of this report.

William R Ziegler
Print Name of Resident Representative

10/03/13
Date

[Signature]
Signature

#279 - 760-7645
Space # / Phone Number
760-745-2756

City of Escondido
Code Enforcement Division
201 N. Broadway
Escondido, CA 92025
(760) 839-4650

RENT CONTROL INSPECTION CHECKLIST
RESIDENT COMMENTS

Responsible person: There shall be a person available who shall be responsible for the operation and maintenance of the mobile home park. The person or designee shall reside in parks of 50 units or more, and shall have knowledge of emergency procedures of the park facilities.

Rubbish, accumulation of waste material: The park shall be kept clean and free of the accumulation of refuse, garbage, rubbish, excessive dust or debris.

Drainage: The park common areas and roadways shall be graded and sloped to provide storm drainage runoff. Standing water should evaporate within 72 hours.

Building and park lighting: During hours of darkness, artificial lighting shall be maintained in accordance with requirements of Title 25.

Lot address identification: Each lot shall be identified by letters, numbers or a street address mounted in a conspicuous place facing the roadway.

Permanent park buildings: Park buildings, structures and facilities shall be maintained free from hazards.

Emergency information: Emergency information is to be printed and posted in a conspicuous location and shall contain the following telephone numbers/information:

Fire Department
Police Department
Park office
Responsible person for operation and maintenance
Code Enforcement
Park location – address
Nearest public telephone

Other questions, comments or concerns:

1. REPLACING TREES THAT ARE CUT DOWN
TO THEIR STUMPS
2. SEWER ODOR FROM OFFSITE
DRAIN - ASSISTANCE WITH FILING
COMPLAINTS TO CITY OF S.D.
3. TERMITE INFESTATION -

RESOLUTION NO. RRB 2013-08

A RESOLUTION OF THE ESCONDIDO
MOBILEHOME RENT REVIEW BOARD
MAKING FINDINGS AND GRANTING A RENT
INCREASE FOR CASA DE AMIGOS
MOBILEHOME PARK

WHEREAS, Article V of Chapter 29 of the Escondido Municipal Code is a codification of the Escondido Mobilehome Rent Protection Ordinance ("Ordinance") and provides for mobilehome space rent regulation; and

WHEREAS, the City of Escondido Mobilehome Park Rental Review Board ("Board") is charged with the responsibility of considering applications for rent increases; and

WHEREAS, a Short-Form Rent Increase Application ("Application") pursuant to Section 12 of the Rent Review Board Guidelines was filed on August 28, 2013, by Heather Woolsey, the Owner's representative of Casa De Amigos Mobilehome Park ("Park"), located at 1751 W. Citracado in Escondido. The Application applies to 40 of the 138 spaces; and

WHEREAS, this is the twelfth rent increase application filed by the Park since the Ordinance became effective in 1988. The last rent increase was granted by the Board on June 27, 2012, and adopted by Rent Review Board Resolution 2012-05. The increase affected 45 spaces; the average increase was \$15.98 per space; and

WHEREAS, the current average monthly space rent is \$588.57 for the 40 spaces subject to rent control. The owner requested a rent increase in the amount of seventy-five percent (75%) of the change in the Consumer Price Index ("CPI") for the period

December 31, 2011, through June 30, 2013, in accordance with the Rent Review Board short-form policy guidelines. The Application estimated this amount to be an average of \$9.73, (1.654%) per space, per month; and

WHEREAS, a notice of the Park's Application was sent to all affected homeowners. All parties were given notice of the time, date, and place of the rent hearing before the Board; and

WHEREAS, on October 8, 2013, a Mobilehome Park Rent Review Code Enforcement Inspection Report ("Inspection Report") was completed. The Inspection Report noted Health and Safety Code violations in the Park; and

WHEREAS, on October 23, 2013, the Board held its public hearing and after an initial presentation of the staff report, the Board invited testimony from Park ownership, the residents of the Park, and other residents of the community at large; and

WHEREAS, after all present had been given an opportunity to speak, the hearing was closed. Following an opportunity for discussion among the Board members and clarifying questions to the parties and Staff, the Board voted to grant an increase of 1.654%, an average of \$9.73 per space, per month, for the 40 spaces which are subject to a rent control.

NOW, THEREFORE, BE IT RESOLVED by the Rent Review Board of the City of Escondido, as follows:

1. That the above recitations are true.
2. That the Board has heard and considered all of the reports and testimony presented, and has considered the facts as outlined in the Short-Form Guidelines ("Guidelines").

3. That following the Guidelines, an increase based on seventy-five percent (75%) of the change in the CPI for San Diego County from December 31, 2011, through June 30, 2013, would amount to 1.654%, which averages \$9.73 per space, per month, for the 40 spaces that are subject to rent control.

4. That the Board concluded that an increase of \$9.73 per space, per month, is consistent with the Guidelines, and is fair, just, and a reasonable increase in light of the information presented by all parties.

5. That the Increase may be implemented upon the expiration of the required 90-day notice to the residents, which may be issued upon the adoption of this Resolution.

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. 2013-09

File No. _____

Ord No. _____

Agenda Item No.: 8

Date: October 23, 2013

TO: Honorable Mayor and Members of the City Council

FROM: Barbara J. Redlitz, Director of Community Development

SUBJECT: Amendment to the Zoning Code to Allow Emergency Shelters as a Permitted Land Use in a Portion of the M-1 Zone (AZ 13-0006)

STAFF RECOMMENDATION:

It is requested that Council adopt Ordinance No. 2013-09 approving the amendment to the Zoning Code in order to comply with Senate Bill 2 pertaining to emergency shelters.

PLANNING COMMISSION RECOMMENDATION:

On September 24, 2013, the Planning Commission recommended approval of the proposed Zoning Code Amendment (5-1; Spann voted no and Winton was absent), with the direction to evaluate other areas in the community for establishing the Emergency Shelter Overlay that are closer to appropriate services, and to remove this area from the Overlay once another area is approved by separate ordinance.

PROJECT DESCRIPTION:

An amendment to the Zoning Code establishing Article 27 involving a zoning overlay to allow emergency shelters as a permitted use within a 74-acre portion of the Light Industrial (M-1) zone, and to establish appropriate development standards, including amending Article 39 regarding parking requirements. *There are no pending plans to operate an emergency shelter within the proposed overlay or elsewhere in the community.*

LOCATION:

Approximately 74 acres generally located on the northern and western sides of Country Club Drive, north of Hill Valley Drive currently zoned M-1 (Light Industrial).

FISCAL IMPACT:

None. State law does not require jurisdictions to purchase, construct, manage or finance emergency shelters.

GENERAL PLAN ANALYSIS:

Escondido's Housing Element, a required component of the General Plan was found in compliance by the State Department of Housing and Community Development (HCD) and adopted by the City Council on December 12, 2012. The Element assesses the housing needs of all economic segments of the community and includes goals, policies and programs for resolving those needs. The Element's implementation program requires a Zoning Code amendment to allow emergency shelters by right, in compliance with State Senate Bill 2. The proposed amendment is consistent with the General Plan since the proposed overlay area implements the Emergency Shelter Overlay area identified in Appendix C of the Housing Element.

ENVIRONMENTAL REVIEW:

In accordance with CEQA Section 15061(b)(3), "General Rule," a Notice of Exemption was issued on September 3, 2013. The project (Zoning Code Amendment) will not impact the environment; therefore, the project is not subject to CEQA. Future applications to establish an emergency shelter at a specific location will be subject to separate environmental review. The zoning code amendment implements policies of the adopted Housing Element and associated Environmental Impact Report.

SENATE BILL 2 SUMMARY:

State Senate Bill 2 (SB 2), which requires jurisdictions to identify zoning categories for emergency shelters to locate without discretionary review, was enacted in October 2007. An emergency shelter is a year-round shelter for the homeless providing minimal supportive services onsite. The identified zone must have sufficient capacity to site at least one shelter to accommodate the city's share of the regional unsheltered homeless population, which is determined to be 172 persons based on a 'point-in-time' census conducted mid-week in January 2013. Most cities in the region have already amended their codes to achieve compliance with SB 2 as identified in the following representative list:

JURISDICTION	AREA PERMITTED FOR EMERGENCY SHELTERS
Carlsbad	Planned Industrial and Industrial Zones*
Del Mar	North Commercial Zone ⁺
Encinitas	Light industrial Zone*
Irvine	Multi-Family & Transit Oriented Development Zones
Murietta	Park and Civic / Institutional Zones
Oceanside	Light Industrial Zone*
Poway	Apartment Zone ⁺
San Marcos	Light Industrial Zone
Santee	Industrial Zone
Solana Beach	General Commercial Zone ⁺
Temecula	Medium and High Density Residential Zones
Vista	C-2 Commercial Zone
*Jurisdiction seeking Housing Element approval from HCD	
⁺ Jurisdiction Housing Element approved by HCD; emergency shelter code provisions currently pending	

An amendment to the Off-Street Parking Ordinance (Article 39) is proposed requiring that emergency shelters provide a ratio of one parking space per shelter employee, volunteer, service provider and non-client on-site during peak periods, plus one space per three beds, which is consistent with other jurisdictions' parking standards for emergency shelters. Storing non-operational vehicles and sleeping in vehicles on-site will not be permitted.

PLANNING COMMISSION DISCUSSION:

The Planning Commission voted 5-1 (Spann voted no, Winton was absent) to recommend approval of the Zoning Code Amendment as a temporary solution on September 24, 2013. Overall the commissioners opposed the state mandate, but expressed concern that not adopting any overlay would render the Housing Element non-compliant, forcing the city to accept emergency shelters without any operating standards. A majority of the Commissioners did not feel that emergency shelters were appropriate in the M-1 zone and felt that the CG (General Commercial) zone would make a better location. Commissioner McQuead also felt that the proposed site was too close to adjacent residential areas. Their recommendation included a request that staff identify and evaluate other areas in the community closer to appropriate services and remove this M-1 zoned area from the overlay once another area is designated.

PUBLIC COMMENT:

Several written communications have been received opposing the proposal (attached); including 41 form letters signed by residents of an adjacent San Marcos mobile home park (one letter is attached, while the others are in the City Council reading file). One letter from Interfaith Community Services expresses concern that the number of Escondido's unsheltered homeless is under-represented and that the development standards are burdensome.

Seventeen members of the public spoke at the hearing primarily comprising industrial business owners, industrial property owners and nearby residents. Business owners opposed the amendment citing potential crime concerns and that shelters would deter new businesses from locating nearby. In addition, they felt that the existing conditions in the industrial area, including machinery and traffic, could be dangerous to homeless residents, including children. Nearby residents expressed concern regarding reduced property values and personal safety.

An Interfaith Community Services representative commented on the vulnerability of unsheltered homeless persons, and that shelters do not pose a danger to the community. He also indicated that shelters do not attract the homeless from outside the community because all jurisdictions are required to accommodate homelessness within their own boundaries. He also indicated that the proposed parking standards, maximum number of clients, and separation requirements are excessive.

CONSEQUENCES FOR NOT ADOPTING AN EMERGENCY SHELTER OVERLAY

The City's Zoning Code will become inconsistent with the City's General Plan – Housing Element after December 12, 2013 if an emergency shelter zoning overlay is not adopted on or before this date. As a result, the Housing Accountability Act, Govt. Code § 65589.5, *would preclude the City from disapproving any emergency shelter in any industrial, commercial, and/or multi-family zone* without making express findings that would be very difficult to assert. Without the proposed zoning amendment, an emergency shelter could open without any of the operating standards prescribed in the proposed Article 27. The State Housing Law also allows an emergency shelter applicant or any person who would be eligible to apply for residency to bring a lawsuit to enforce the Housing Accountability Act and authorizes fines and fees to be awarded against the local agency if a violation is found.

POSSIBLE COURSES OF ACTION:

- 1) Adopt Ordinance No. 2013-09 approving the amendment to the Zoning Code in order to comply with Senate Bill 2 (staff recommendation).

Note: This would establish standards for emergency shelters and ensure the city's compliance with state law within the timeframe established in SB 2. If the City Council directs staff to seek alternative locations the city council could re-evaluate the status of the adopted overlay zone.

- 2) Adopt Ordinance No. 2013-09 approving the amendment to the Zoning Code in order to comply with Senate Bill 2, and direct staff to expand the overlay zone to other M-1 zoned areas or a combination of zones subject to additional public hearings.

Note: Expanding the overlay zone would disperse potential locations for siting emergency shelters throughout the city thus reducing the potential for over-concentration. In response to inquiries regarding other potential M-1 zoned areas staff identified additional locations that appear to meet HCD requirements (see attached map).

- 3) Adopt Ordinance No. 2013-09 approving the amendment to the Zoning Code in order to comply with Senate Bill 2, and direct staff to identify alternative area(s) for siting emergency shelters subject to additional public hearings (Planning Commission recommendation).

Note: An entirely new overlay area could be adopted provided it meets HCD requirements. The state would *not* need to affirm the alternate area(s) but the city would need to demonstrate the area's appropriateness *and* amend the Housing Element. If the Council desires an alternative area for establishing the emergency shelter overlay staff is seeking explicit direction on area(s) to evaluate for consideration.



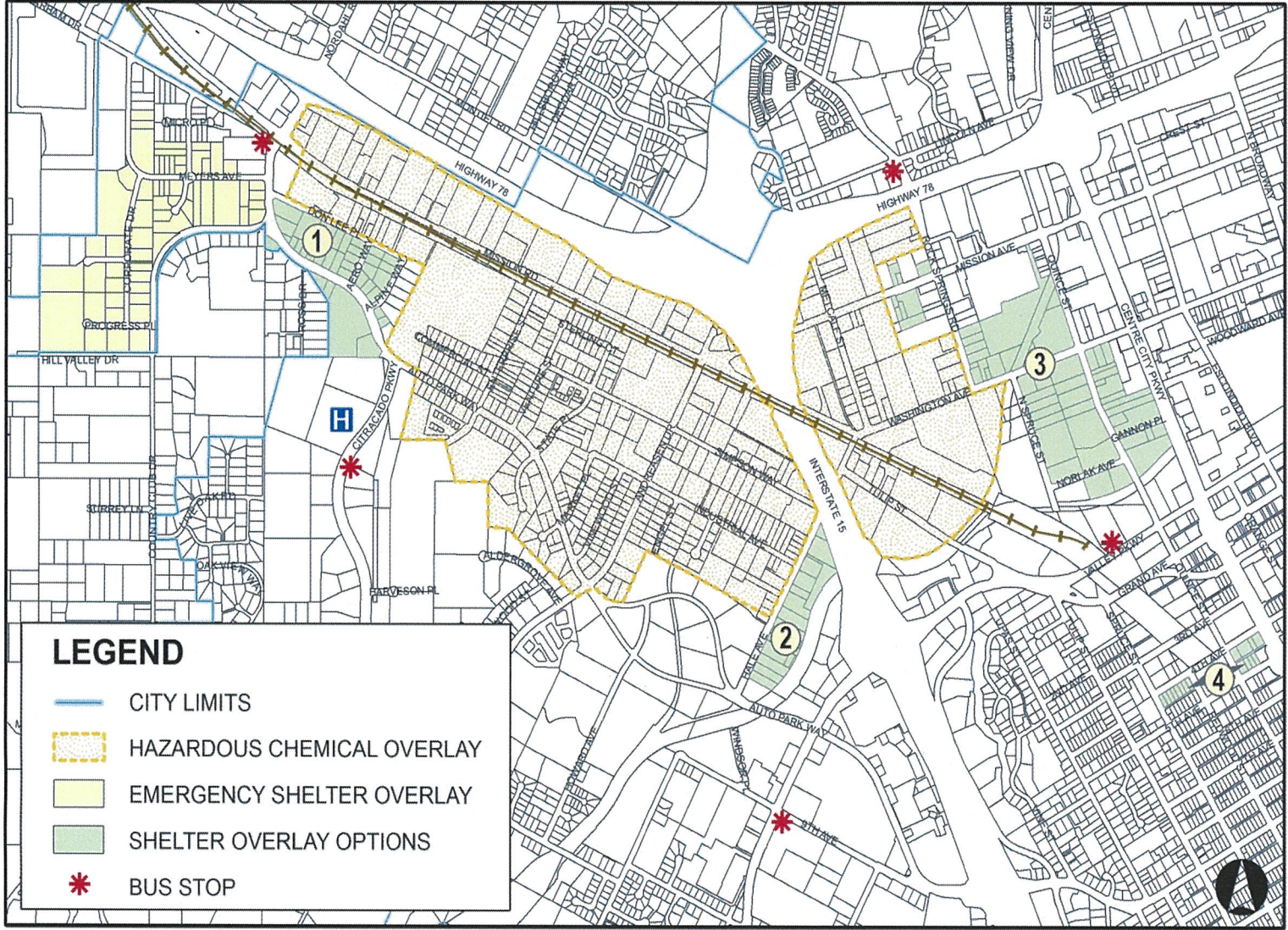
Barbara J. Redlitz
Director of Community Development



Jay Petrek
Principal Planner



Kristina Owens
Assistant Planner II



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EMERGENCY SHELTER OVERLAY OPTIONS

Emergency Shelters - Frequently Asked Questions (AZ 13-0006)

1. What is an emergency shelter?

Emergency Shelters are defined in State Health and Safety Code Section 50801(e) as “housing with minimum support services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.”

2. Why is Escondido proposing an emergency shelter zoning overlay?

Senate Bill 2 (SB 2) became effective in 2008 and requires all cities and counties to provide at least one zoning category in which emergency shelters can be located without discretionary approval (i.e. without a public hearing). The zoning category must be identified in the jurisdiction’s Housing Element, include sites with sufficient capacity to serve the community’s local population need for emergency shelter, and be adopted within one year of each jurisdiction’s Housing Element adoption. Most cities in the region already comply with this law.

3. What is the Housing Element?

The Housing Element was adopted on December 12, 2012, and is a required component of each jurisdiction’s General Plan, which is a long-range planning document that guides the use of public and private lands within a community’s boundaries. The purpose of the Housing Element is to assess the housing needs of all economic segments of the community and provide goals, policies and programs for resolving those needs. The State Department of Housing and Community Development (HCD) certifies Housing Elements for compliance with state housing laws. Escondido’s Emergency Shelter Overlay area was identified in the Housing Element as part of the local adoption process and certified by HCD in February 2013.

4. What is Escondido’s population need for emergency shelter?

Based on a ‘point-in-time’ census count of conducted mid-week in January 2013, Escondido’s unsheltered population totals 172 homeless persons.

5. Doesn’t Escondido already allow emergency shelters?

Yes, however Escondido’s codes do not comply with SB 2, which requires a specific zone be identified where emergency shelters may locate without a public hearing. Escondido currently allows emergency shelters only with a Conditional Use Permit (public hearing) in the Light Industrial (M-1) zone, and only on sites immediately adjacent to the General Commercial (C-G) zone, and within 500 feet of public transportation.

6. Does the law require Escondido to develop emergency shelters?

No, SB 2 does not require jurisdictions to purchase, construct, or manage emergency shelters. The law requires that jurisdictions designate areas within their community where such shelters may be located and operated without requiring a public hearing.

7. Does the state restrict where jurisdictions may allow emergency shelters?

Yes, heavy industrial zones, and areas permitting the use of dangerous materials are not considered compatible for locating emergency shelters. Jurisdictions must also demonstrate that sufficient vacant, for-lease, and/or for-sale properties exist within the area. The state also considers the availability of nearby transit for homeless persons to access services that may be elsewhere in the community. For Escondido, properties zoned General Industrial (M-2) and those within the city's Hazardous Chemical Overlay (H-C-O) zone were excluded. Staff evaluated the proposed overlay and documented vacant, for-lease, and for-sale properties, as well as transit services within the proposed overlay, and received approval from HCD for the proposed overlay boundary as part of the certification of the city's Housing Element.

8. Where is the emergency shelter overlay proposed for Escondido?

The proposed overlay is a 74-acre portion of the Light Industrial (M-1) zone located west of Auto Park Way and Country Club Drive, south of Mission Road and Barham Drive, and west of the City of San Marcos (see attached map).

9. Are there any pending plans on file to develop emergency shelters?

No, there are no such plans either within the proposed overlay or elsewhere within the community.

10. Can operating standards for emergency shelters be adopted?

Yes, jurisdictions may adopt limited, objective development and management standards for emergency shelters. As specified in SB 2, the permitted standards include a maximum number of beds, size and location of exterior and interior waiting areas, proximity to other shelters, security, provision of on-site management, and length of stay.

State law requires that jurisdictions apply the same development standards for emergency shelters as are required for other businesses operating in the area. For Escondido, this means that emergency shelters must operate within entirely enclosed permanent structures, comply with off-street parking provisions, lighting, noise and all other city regulations that apply to other businesses in the zone.

11. What are Escondido's proposed emergency shelter operating standards?

Specific standards of all proposed future shelters within Escondido's emergency shelter overlay will include:

- a) Maximum length of stay: six months (defined in State law).
- b) Maximum number of beds: up to 50 (consistent with most cities).
- c) Parking: one (1) space per employee and volunteer and non-client during peak periods, plus one (1) space per 3 beds.
- d) Separation from other shelters: 300 feet (maximum permitted by state law).
- e) Management Plan: site specific information that describes on-site security, staff training, procedures for admitting residents, types of clients served (men, women, children), interior/exterior waiting/intake areas to prevent loitering, management 24-hour contact information, hours of operation, procedures for addressing criminal/disruptive behavior, litter control, client rules, storage of personal effects, services/amenities, etc. Storing non-operational vehicles and sleeping in vehicles on-site will not be permitted in conjunction with a shelter.

12. Is a property owner required to sell or lease to someone who wants to operate an emergency shelter on their property?

No, an owner has discretion regarding the sale or lease of his/her property.

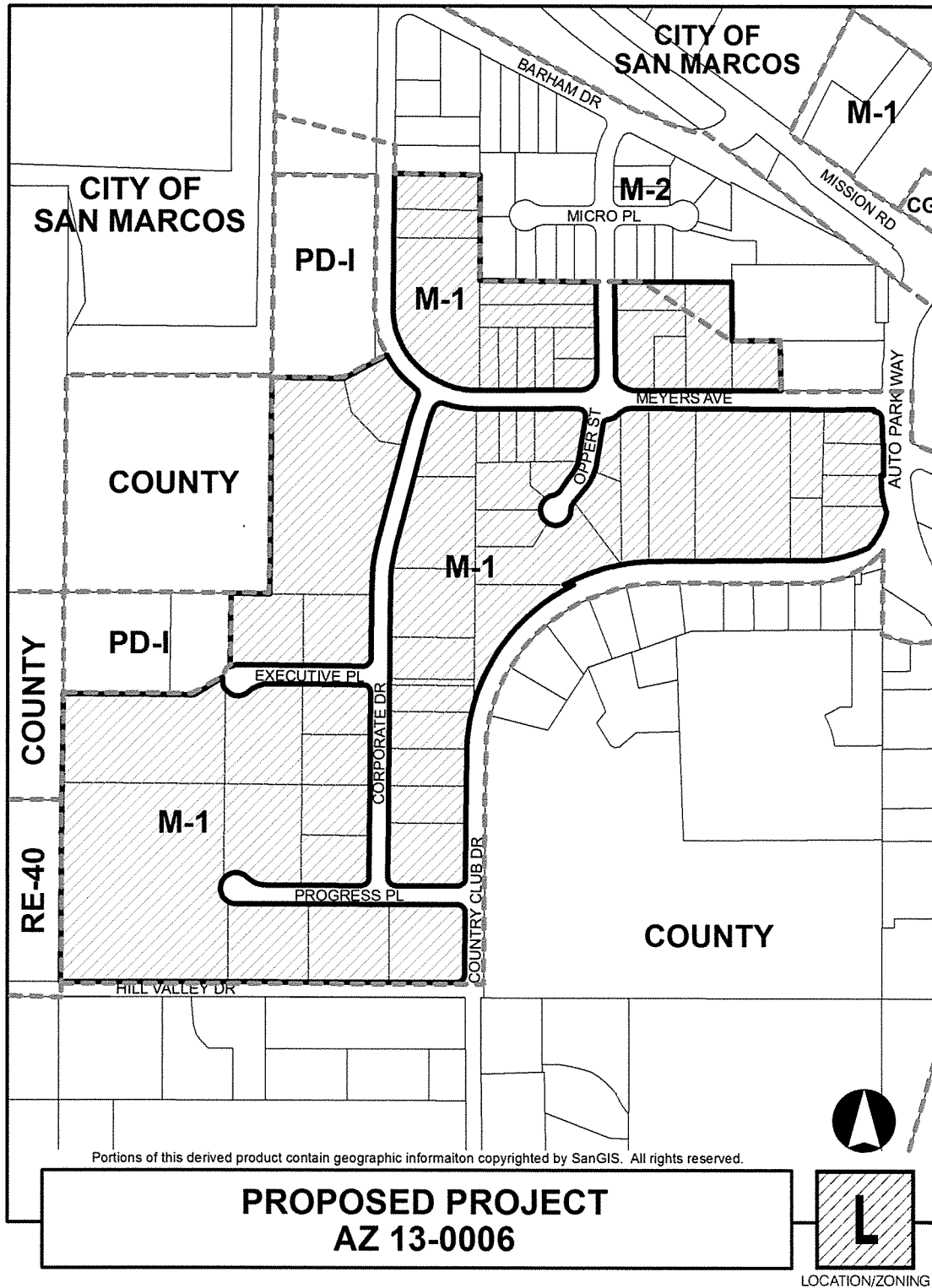
13. Can another area be proposed for an emergency shelter overlay?

Yes, provided that the overlay is not zoned for businesses permitting heavy industrial or the use of dangerous materials. The state would *not* need to affirm the alternate area(s) but the city would need to demonstrate that there are adequate vacant, for-sale and/or for-lease properties available to meet the local homeless population need, and that adequate transportation opportunities are available for clients to access services. Escondido's General Plan Housing Element would also need to be amended to identify the proposed area(s).

14. What if the City does not adopt an emergency shelter zoning overlay?

If Escondido does not adopt an emergency shelter zoning overlay by December 12, 2013, the city's Housing Element is rendered non-compliant by the State HCD. In such a scenario, an emergency shelter proposing to locate within that area identified in the Housing Element (see attached map) would be allowed to operate without being required to comply with any of the operating standards identified in Question #11 above.

Proposed Emergency Shelter Overlay Zone



PLANNING COMMISSION

Agenda Item No.: G.1
Date: September 24, 2013

CASE NUMBER: AZ 13-0006

APPLICANT: City of Escondido

LOCATION: Approximately 74 acres generally located on the northern and western sides of Country Club Drive, north of Hill Valley Drive, as shown on Exhibit "B" attached.

PROJECT TYPE: Zoning Code Amendment

PROJECT DESCRIPTION: An Amendment to the Zoning Code to establish Article 27 involving an Emergency Shelter Overlay to allow emergency shelters as a permitted use within a 74-acre portion of the Light Industrial (M-1) zone, and to establish appropriate development standards, including amending Article 39 regarding parking requirements.

STAFF RECOMMENDATION: Approval

GENERAL PLAN DESIGNATION: Light Industrial

ZONING: M-1 (Light Industrial)

BACKGROUND/SUMMARY OF ISSUES:

The 2013-2020 update of the Housing Element was certified in September 2012, when it was found in compliance by the State Department of Housing and Community Development (HCD). The update was completed in conjunction with the Citywide General Plan update. The Housing Element includes several implementation programs designed to comply with State law. Some of the programs will be incorporated through future amendments to the Zoning Code. Failure to comply may be grounds for a determination by the State that the City's Housing Element is no longer in compliance and could affect the city's eligibility for state and other local funding programs.

State law (CA Government Code Section 65583) mandates that cities address the needs of homeless persons within their jurisdictions. Specifically, Senate Bill 2, enacted by the State of California in October 2007, requires local governments to identify one or more zoning categories where emergency shelters can be located without discretionary review. An emergency shelter is a year-round shelter for the homeless with minimal supportive services.

The statute allows a city to apply limited, objective standards to the approval of administrative permits for shelters. The identified area must have sufficient capacity to accommodate at least one year-round shelter and accommodate the city's share of the regional unsheltered homeless population. According to the Regional Task Force on the Homeless (RTFH) "*We All Count*" point-in-time count of 2013, Escondido's unsheltered homeless population is 172. Based on this information the City is required to provide adequate land that is zoned for shelters which will accommodate a minimum of 172 homeless persons.

Currently, emergency shelters are not allowed as a permitted use in any zoning category within the city. They are permitted with a Conditional Use Permit (CUP) in the Light Industrial (M-1) zone, but only on sites immediately adjacent to the general commercial zone, and within 500 feet of public transportation. There are no specific operational standards for emergency shelters in the Zoning Code.

The proposed Zoning Code Amendment would establish a "Homeless Shelter Overlay" and modify the list of uses in the industrial zones to allow emergency shelters as a permitted use within the overlay (see Exhibit "B," attached). The Housing Element includes a map of the proposed Homeless Shelter Overlay and an evaluation of the existing area within a portion of the Light Industrial (M-1) zone on the western side of the city (see Housing Element Appendix C, attached as Exhibit "C"). The Emergency Shelter Overlay would be added as a new exhibit to the Zoning Code delineating where shelters will be permitted. A new Zoning Code Section, Article 27 – Emergency Shelters, will be established, which will include a definition of emergency shelters, proposed development standards, and the proposed overlay map.

Emergency Shelters will also be added to the list of uses in the Off-Street Parking section of the Zoning Code with a required parking ratio. Implementation of the proposed amendment would fulfill the City's obligation under SB2 to permit emergency shelters by right, with no discretionary approval. SB2 does not obligate the city to construct or provide emergency shelters. The proposed Zoning Code Amendment would allow non-profit organizations or other providers to develop/establish emergency shelters without discretionary approval, and any development of a shelter would rely upon a private or non-profit operator.

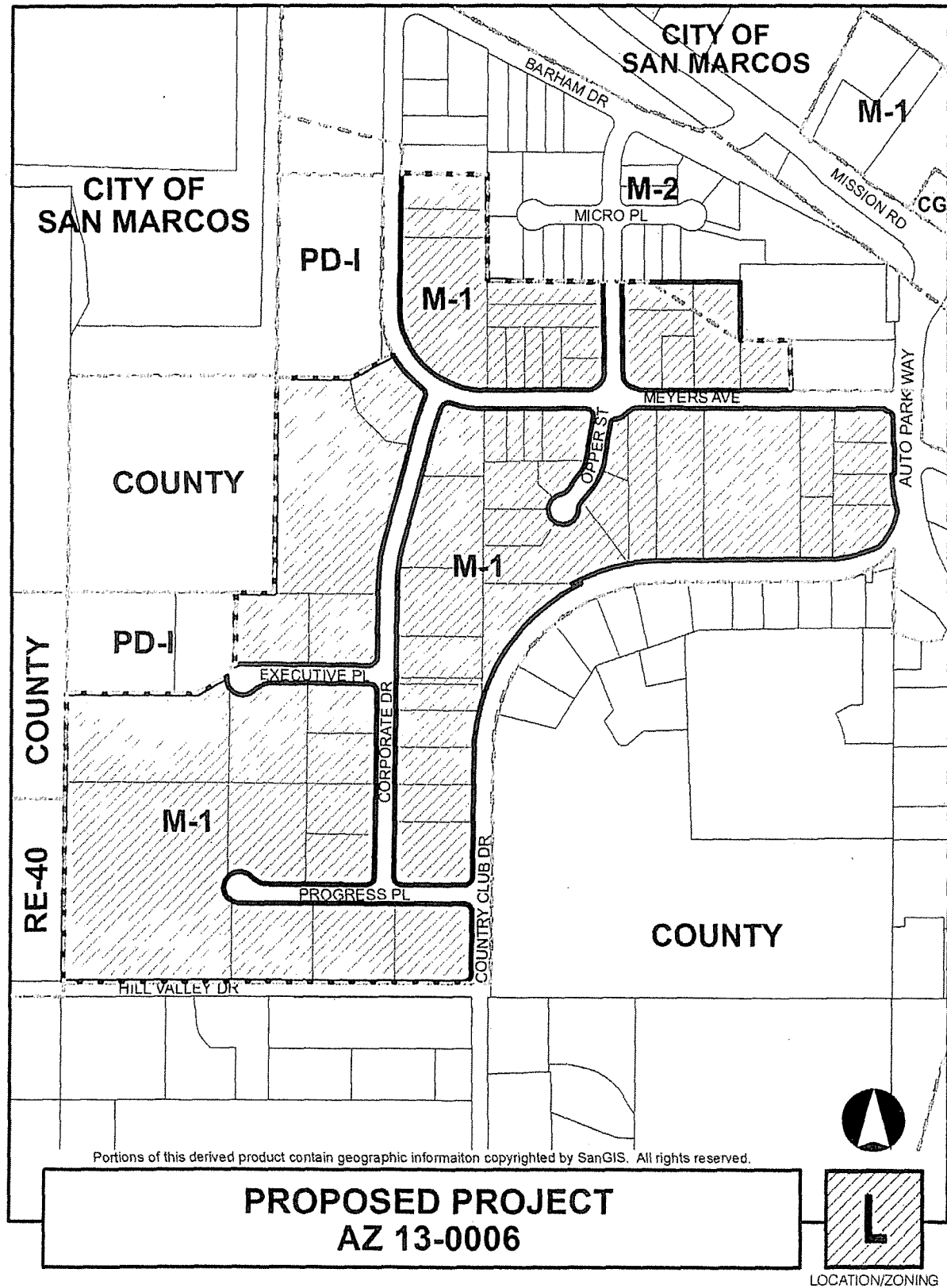
REASONS FOR STAFF RECOMMENDATION:

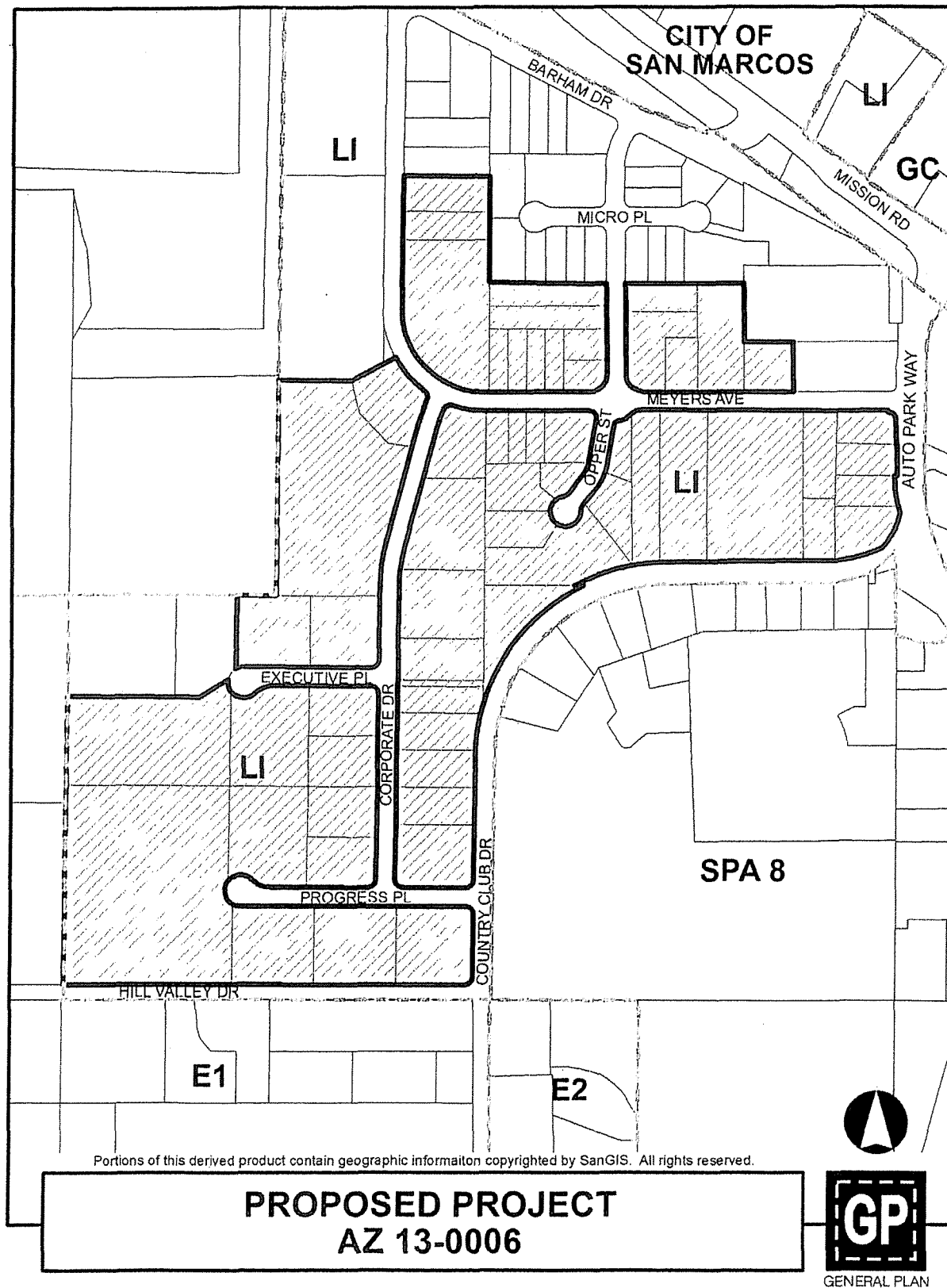
1. The proposed amendment implements the Housing Element and is in compliance with the Housing Element, the General Plan and State law.
2. The proposed Homeless Shelter Overlay map was included and approved in the Housing Element of the General Plan.
3. The proposed Overlay area is appropriate for emergency shelters since it is accessible to transit, public services and supportive services.

Respectfully submitted,



Kristina Owens
Associate Planner





ANALYSIS

A. CONFORMANCE WITH CITY POLICY/ANALYSIS

General Plan

The proposed amendments are consistent with the General Plan Housing Element. The amendments implement Housing Element Policy 2.1, to accommodate the regional share of housing for all income groups. They also implement Housing Element Program 4.1, addressing the provision of emergency shelters. Implementation is a requirement for a conforming Housing Element.

Zoning Code Amendment to Allow Emergency Shelters

An Emergency Shelter is defined in California Health and Safety Code Section 50801 as housing with minimal supportive services for homeless persons that is limited to occupancy for six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay. For clarity and consistency in application, the city will use the state's definition for emergency shelters. They are permanent facilities and offer temporary overnight accommodations to homeless persons or persons temporarily displaced from their previous residence, as opposed to inclement weather shelters that temporarily house the homeless only during winter months.

The City of Escondido continues to support regional solutions to homeless housing in inclement weather by participating in the Regional Winter Shelter program with CDBG funds. Program 4.1 of the adopted Housing Element requires the city to establish a zoning category that allows year-round emergency shelters as a permitted use, in conformance with State law. During the review and adoption of the Housing Element the city determined that an Overlay would be the most desirable way to address emergency shelters. The overlay map was shared with the City Council and is included in the adopted Housing Element.

The area identified as the Emergency Shelter Overlay consists of approximately 74 acres in the Light Industrial (M-1) zone, west of Auto Park Way and Country Club Drive, and north of Hill Valley Drive (see Exhibit B). The area consists of 58 parcels and is occupied by a mix of industrial, commercial and warehouse uses. A recent field check identified seven available suites/buildings, either for lease or for sale. The city is required to provide a zoning category where emergency shelters are permitted by right that has sites with a sufficient capacity to meet the jurisdiction's unsheltered population, which is determined to be 172 persons. Based on a shelter accommodating up to 50 homeless persons, four properties equipped with a maximum of 50 beds would address the city's needs. The overlay proposes a minimum 300-foot separation between shelters to limit the potential for over-concentration.

The proposed area is appropriate for emergency shelters for several reasons. In addition to several vacant, warehouse-type buildings available for lease or sale, the M-1 zone is more likely to have existing structures large enough to support an emergency shelter and any associated services. A shelter could be newly constructed or the result of an adaptive reuse, which would be easier in the warehouse-style buildings located in the M-1 zone. The proposed area is outside the city's Hazardous Chemical Overlay, which permits businesses utilizing toxic materials that would potentially conflict with emergency shelter operations. In addition, the area is located approximately one-half mile northwest of Palomar Hospital and immediately adjacent to the Nordahl Road Sprinter transit station and bus stop. The Sprinter line extends east to the Escondido Transit Center and west to Oceanside. The bus line has a nearby stop at Washington Avenue and Quince Street, adjacent to the Interfaith Services

Center that provides services appropriate for the homeless population, including meals, a hiring hall, veterans' programs, a food pantry, employment services and case management staffing.

Emergency Shelter Development Criteria

The language of SB2 allows jurisdictions to apply limited, objective development and management standards for emergency shelters. As specified in SB2, the permitted standards include maximum number of beds; off-street parking; size and location of exterior and interior waiting areas; provision of on-site management; proximity to other shelters; length of stay; lighting and security. Staff proposes specific standards to address length of stay, parking, number of beds, and separation of facilities. Through a required management plan, submitted with the administrative application for a shelter, a future operator will be required to address site-specific details including on-site management, contact information, security, hours of operation, screening of residents, and waiting areas.

Emergency shelters would remain subject to existing development standards in the M-1 zone. In addition, specific requirements of all proposed shelters will include a maximum number of 50 beds, a maximum length of stay, minimum parking, and separation between facilities. Other area jurisdictions allow a maximum number of beds per shelter ranging from 25 to 60, although most allow a maximum of 50. The length of stay of individuals in a particular shelter will be limited to six months, as that is the definition of an emergency shelter in SB2. Shelters will be required to be located a minimum of 300 feet from one another, which is permitted by state law.

Currently, there is no specific off-street parking requirement for shelters. "Emergency Shelter" will be added to the list of uses in the Off-Street Parking requirements of the Zoning Code. A ratio of one parking space per shelter employee, volunteer, service provider and non-client on-site during peak periods, plus one space per three beds, is proposed. Such parking requirements for staff plus 0.35 spaces per bed is commonly used among many organizations, which staff feels is appropriate. Storing non-operational vehicles and sleeping in vehicles on-site will not be permitted in conjunction with a shelter.

The proposed development standards, modified land-use table for the industrial zones, and addition to the off-street parking section are included in Exhibit "B", attached to this report. The proposed amendment would assist in providing shelter for individuals and families with special needs and/or temporarily displaced by unfortunate circumstances.

Input from Organizations

Staff met with members of "Empowering the Homeless" (ETH), an Escondido group representing the homeless, to review the proposed Emergency Shelter Overlay and overlay map. ETH representatives expressed concern that the proposal would be too cumbersome for applicants to process and preferred that homeless shelters be developed in the city sooner.

Staff also discussed some of the proposed development criteria, including parking and hours of operation, with a representative from Interfaith Community Services, who provided staff with information on typical services associated with emergency shelters.

B. ENVIRONMENTAL STATUS

1. The proposed amendment to the Zoning Code is exempt from the California Environmental Quality Act in accordance with CEQA Section 15061(b)(3), "General Rule." A Notice of Exemption was issued on September 3, 2013.
2. In staff's opinion, the proposed amendments to the Zoning Code will not result in a significant impact to the environment, since the amendments and overlay adoption do not involve any physical modifications or lead to any physical improvements. The amendments implement a program established by the adopted Housing Element of the General Plan. The operating conditions of emergency shelters (i.e. traffic, lighting, noise, utility demands, etc.) fall within the parameters of land uses currently permitted in the industrial zone. No significant environmental issues remain unresolved. However, any future requests for emergency shelter(s) would be subject to separate environmental analysis.
3. The proposed amendment will have no impact on fish and wildlife resources as no sensitive or protected habitat occurs on-site within the overlay or will be impacted by any future shelter.

EXHIBIT "A"

**FACTORS TO BE CONSIDERED
AZ 13-0006**

1. The public health, safety and welfare would not be adversely affected by approval of the proposed amendments to add an Emergency Shelter Overlay and development standards to the Zoning Code since the amendments would be consistent with the adopted Housing Element of the General Plan and the requirements specified in state law.
2. The site is suitable for the proposed amendments to the Zoning Code and the amendments would not be detrimental to surrounding properties, since the proposed Homeless Shelter Overlay was included and approved in the Housing Element of the General Plan. Additionally, allowing emergency shelters in a limited portion of the M-1 zone would be compatible with surrounding services and uses since the area is not located within the City of Escondido's Hazardous Chemical Overlay area and is mostly developed with existing industrial and warehouse businesses in close proximity to Palomar Hospital, transit lines/stops, and existing social services.
3. The proposed amendment to the Zoning Code is consistent with the General Plan, since the overlay map has been incorporated into the adopted Housing Element and the amendment involves implementation of a program identified and approved as part of the adopted Housing Element of the General Plan.

EXHIBIT "B"
HOMELESS SHELTER OVERLAY
Proposed Amendment to:
Article 26
This table is repealed and replaced:
Table 33-564

PERMITTED AND CONDITIONALLY PERMITTED PRINCIPAL USES

Use Title	I-O	M-1	M-2	I-P
Administrative and business offices	P			P
Agriculture livestock (not including animal waste processing facilities)		C	P	
Ammunition manufacturing		C	C	
Animal hospital and care		P	P	
Assembly	P	P	P	P
Auction services	P	P	P	P
Auto, RV and boat sales**	P	P	P	P
Automotive services (excluding gasoline service stations)		P	P	
Banks/automated teller machines		C	C	C
Boat repair		P	P	
Building materials**	P	P	P	P
Bulk fertilizer (not including animal waste processing facilities)			C	
Cabinet manufacturer/wholesaler**	P	P	P	P
Canning/curing seafoods		C	C	
Carpeting manufacturer/wholesaler**	P	P	P	P
Communication facilities (subject to Article 34)	P	P	P	P
Construction services	P	P	P	P
Crematoriums	P	P	P	P
Daycare				C
Electrical wholesale houses**	P	P	P	P
<u>Emergency Shelters****</u>		<u>P</u>		
Equipment sales and leasing		P	P	
Experimental-type uses	C	C	C	C
Feed stores**	P	P	P	P
Fleet fueling		P	P	
Furniture manufacturer/wholesaler**	P	P	P	P
Government services	P			
Grain mills		C	P	
Green waste compost facility			C	
Health and fitness facilities				C
Heavy construction equipment** (e.g., tractors, earth moving equipment, etc.)	P	P	P	P

Use Title	I-O	M-1	M-2	I-P
Helipads		C	C	C
Industrial hardware**	P	P	P	P
Landscape materials** (e.g., soil, compost, wood chips)	P	P	P	P
Lumber yards**	C	C	P	C
Manufacturing	P	P	P	P
Masonry products**	P	P	P	P
Materials batch plants and concrete recycling			C	
Medical laboratories	P	P	P	P
Oil refinery and bulk stations (located outside of the HCO zone)			C	
Plumbing supply**	P	P	P	P
Power plants			C	C
Primary metal manufacturing			C	
Recycling facility ¹				
Small processing facility ¹		C	P	
Large processing facility ¹		C	C	
Repair services	P	P	P	P
Restaurants		C	C	C
Slaughter houses/meat products		C	C	
Social and charitable services (including emergency shelters)***		C		
Solid waste transfer facility			C	
Storage yards		C	P	
Swap meet		C		
Trades	P	P	P	P
Transmission/communication facilities		C	C	
Transportation facilities	P	P	P	
Uses involving hazardous chemicals or waste*	C	C	C	C
Utilities	P	P	P	
Vehicle, shredding and dismantling		C	P	
Warehousing and distribution	P	P	P	P
Wholesale	P	P	P	P

* = As determined by the director of planning and building and the fire chief based on information provided by the business describing the quantity and nature of hazardous chemicals used.

** = Retail component greater than the maximum fifteen (15) percent floor area/sales allowed under "Incidental Use" regulations is allowed only in M-1 and M-2 zones, subject to conditions in section 33-566—Specialized retail uses.

*** = Only on sites immediately adjacent to the general commercial zone and within five hundred (500) feet of public transportation.

****=Only on sites within the Emergency Shelter Overlay, Figure 33-661, and subject to the requirements of Article 27.

P = Permitted use.

C = Conditional permitted use subject to issuance of a conditional use permit by the planning commission (pursuant to section 33-1200).

¹ = Pursuant to the Article 33 of the zoning code (recycling facilities).

Proposed Zoning Code Language:

Article 27 EMERGENCY SHELTER OVERLAY

Sec 33-590. Purpose.

The purpose of the Emergency Shelter Overlay is to provide an appropriate zone to accommodate year-round emergency shelters and accommodate the City's share of the unsheltered homeless population. This section provides standards for the establishment and operation of Emergency Shelters in compliance with Government Code Section 65583.

Sec 33-591. Definition.

An Emergency Shelter is housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

Sec. 33-592. Permitted Locations.

Emergency Shelters are allowed without discretionary review when located within the Emergency Shelter Overlay, Figure 33-592.

Sec. 33-593. Designation of Zone.

Establishment of the Emergency Shelter Overlay, in combination with a designated industrial zone, shall be designated on the official zoning map of the city by incorporating the perimeter line shown on Figure 33-592, describing the boundaries of the overlay area onto the map itself.

Sec. 33-594. Permit Administration.

At the time a new Emergency Shelter is requested in any new or existing building or structure, a Plot Plan application package shall be submitted to the planning division together with the application fee as established by resolution of the City Council. City staff shall review the application and associated submittal for compliance with all requirements, including the development standards in Section 33-595.

Sec. 33-595. Development Standards.

An emergency shelter proposed in the Overlay area must comply with the following:

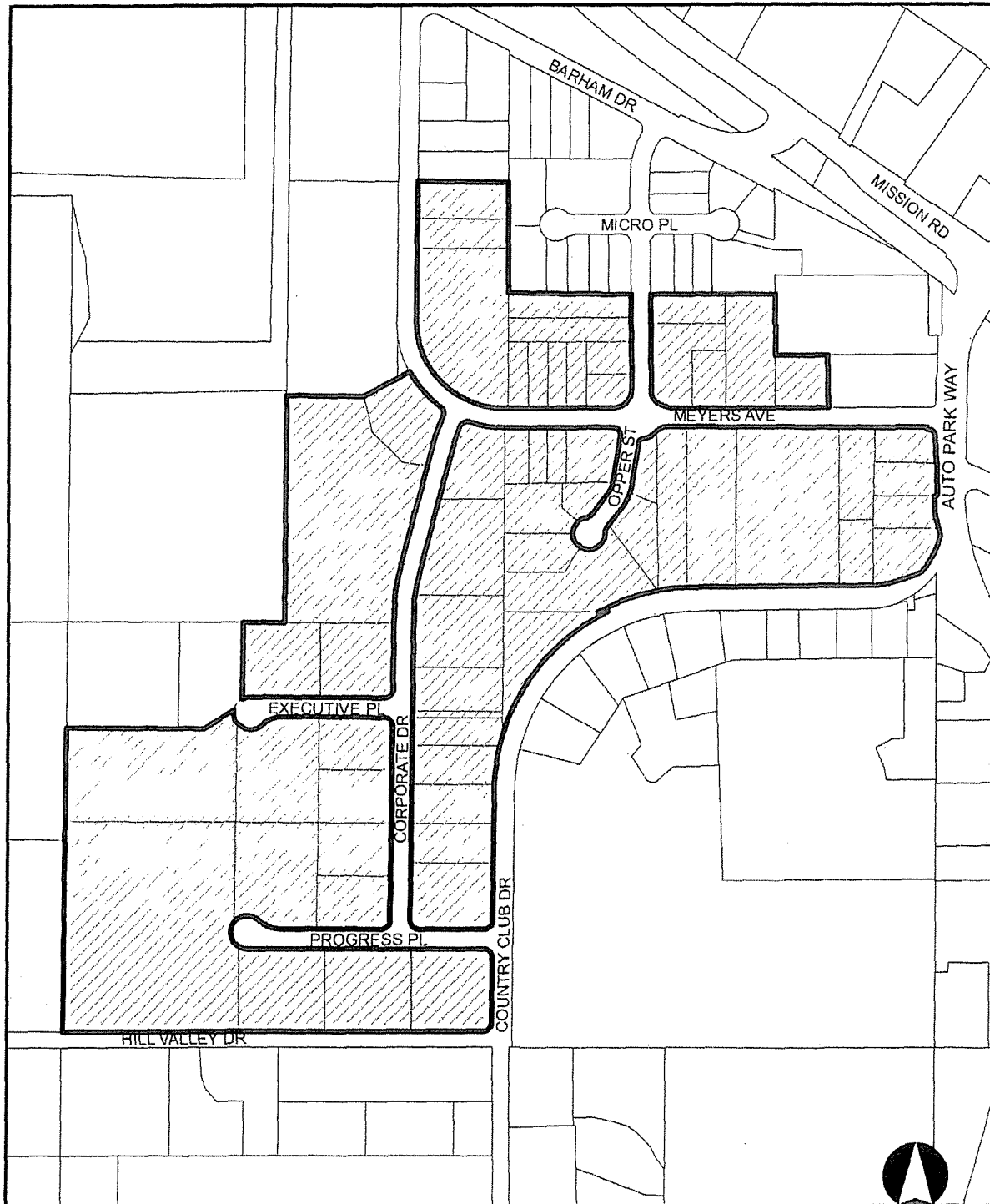
- (a) Each Emergency Shelter shall be located within an entirely enclosed, permanent structure.
- (b) Each Emergency Shelter may have a maximum of 50 beds to serve a maximum of 50 clients.
- (c) The maximum length of stay at any one time for any person shall be six months in any 12 month period.
- (d) Off-street parking shall comply with Article 36, Off-Street Parking. Non-operational and non-registered vehicles shall not be kept on the site.

- (e) There shall be no camping/sleeping in vehicles permitted on the site of the shelter.
- (f) An emergency shelter shall be located at least three hundred (300) feet from another emergency shelter, as measured from property boundaries.
- (g) Each emergency shelter shall provide on-site supervision at all times when the shelter is open.
- (h) Each shelter shall conform to the requirements of the Outdoor Lighting Ordinance, Article 35.
- (i) The emergency shelter operator/provider shall submit a written management plan, to the satisfaction of the city, with the Plot Plan application for approval. The intent of the management plan is to establish operating procedures that promote compatibility with the surrounding area and businesses. The operator shall agree to maintain the standards in the management plan.

Sec. 33-596. Modification of Approval or Conditions

In the event that, after operation of an approved emergency shelter has begun, complaints are received that conditions of approval or the management plan are not adequate due to negative impacts to the surrounding properties, staff may re-address the application with the operators to determine if additional or modified conditions are needed.

**Add as Figure 33-592:
Emergency Shelter Overlay**



Proposed Amendment to: Art. 39, Off-Street Parking:

Sec. 33-765. Parking spaces required.

Except as specifically required in applicable zoning regulations, specific plans, or in section 33-782, Parking for Historic Structures, the number of off-street parking spaces shall be not less than that specified below. When an addition is made to an existing building, only the square footage in such addition need be used in computing the required off-street parking.

Use	Parking Spaces Required
Residential	
Single-family and two (2) family residences	Two (2) car garage or carport for each unit
Bed and breakfast	One (1) parking space for each sleeping room available for rent, in addition to those spaces required by this section for the primary residential use. All spaces shall be located on-site.
Second dwelling units	One (1) parking space for the unit, in addition to those spaces required by this section for the primary residential use. All spaces shall be located on-site.
Multiple Dwellings	
Bachelor	One (1) parking space per unit.
One (1) bedroom	One and one-half (1 1/2) parking space per unit.
Two (2) bedroom	One and three-quarter (1 3/4) parking space per unit.
Three (3) or more bedrooms	Two (2) parking spaces per unit. Each unit shall have a minimum of one (1) covered parking space. In addition, there shall be provided a guest parking space for each four (4) units or fraction thereof. On-street parking spaces, when approved by the staff development committee, may be counted toward fulfilling this requirement. Street frontages abutting the subject property and which are included in the circulation element of the general plan shall not be included in fulfilling this requirement.
Mobilehome parks	Two (2) parking spaces for each site. Parking may be in tandem. In addition, one (1) space for each ten (10) sites for the laundry and recreation facilities.
Rooming houses, lodging houses, clubs and fraternities having sleeping rooms	One (1) parking space for each two (2) sleeping rooms.
Sanitariums, children's homes, homes for the aged, asylums, nursing homes	One (1) parking space for each three (3) beds.
Commercial	
Automobile accessory shops	One (1) parking space for each six hundred (600) square feet of gross floor area.
Automobile service stations	One (1) parking space for each service stall.
Banks, and savings and loans	One (1) parking space for each two hundred (200) square feet of gross floor area.
Barber shops and beauty salons	One (1) parking space for every six hundred (600) square feet of gross floor area.
Furniture, large appliance stores and personal computer stores	One (1) parking space for each eight hundred (800) square feet of gross floor area.

Use

Hotel, motel, and bed and breakfast facility

Motor vehicle, machinery sales and repair garages (excluding motorcycles)

Truck or motor home repair vehicles twenty-five (25) feet or longer
Motorcycle sales and repair

Pushcart food sales

Offices

General business and professional

Medical, dental and clinics

Restaurants/Food

Restaurants, bars, night clubs and others

Having less than four thousand (4,000) square feet

Having four thousand (4,000) square feet

Drive-in, drive-up, drive-thru

Product specialty, donuts, ice cream, bakery, etc.

Retail

General retail, except as otherwise specified herein

Coin operated laundry

Open retail, nurseries and vehicle sales lots not otherwise specified

Parking Spaces Required

One (1) parking space for each sleeping unit, plus one (1) parking space for the resident manager, plus one (1) loading space, minimum size ten (10) feet wide, thirty-five (35) feet long and fourteen (14) feet high for each twenty thousand (20,000) square feet of commercial use included in the facility (restaurant, bar, store, etc.), one (1) parking space for each one hundred (100) square feet of restaurant gross floor area, one (1) parking space for each one hundred (100) square feet of assembly area (meeting halls, auditoriums, conference rooms, etc.).

One (1) parking space for each one thousand (1,000) square feet of display floor area, one (1) space for each eight hundred (800) square feet of storage area, one (1) space for each two hundred fifty (250) square feet of garage floor area.

One (1) space for every one thousand (1,000) square feet.

One (1) parking space for each two hundred fifty (250) square feet of gross floor area.

No parking shall be required for pushcart food sales facilities except as required on a case-by-case basis as determined by the community development director as part of plot plan review procedure.

Four (4) parking spaces or one (1) parking space for each three hundred (300) square feet of gross floor area, whichever is greater. For offices in the industrial park zone or industrial park overlay, the requirement shall be one (1) parking space for each two hundred fifty (250) square feet of gross floor area. One (1) parking space for each two hundred (200) square feet of gross floor area.

One (1) parking space for each one hundred (100) square feet of gross floor area. Outdoor dining areas not to exceed three hundred (300) square feet shall be exempt from parking subject to Miscellaneous Use Restrictions, section 33-1111 of Article 57 of this chapter.

Forty (40) parking spaces plus one (1) for each fifty (50) square feet of gross floor area over four thousand (4,000) square feet. Outdoor dining areas not to exceed three hundred (300) square feet shall be exempt from parking subject to Miscellaneous Use Restrictions, section 33-1111 of Article 57 of this chapter.

Twenty (20) parking spaces plus one (1) for each one hundred (100) square feet of gross floor area over four thousand (4,000) square feet. Outdoor dining areas not to exceed three hundred (300) square feet shall be exempt from parking subject to Miscellaneous Use Restrictions, section 33-1111 of Article 57 of this chapter.

One (1) parking space for each one hundred fifty (150) square feet. Outdoor dining areas not to exceed three hundred (300) square feet shall be exempt from parking subject to Miscellaneous Use Restrictions, section 33-1111 of Article 57 of this chapter.

One (1) parking space for each two hundred fifty (250) square feet of gross floor area.

One (1) space per two hundred fifty (250) square feet.

One (1) parking space for each one thousand (1,000) square feet of lot area.

Use	Parking Spaces Required										
Trailer and boat sales lots	One (1) space per two thousand (2,000) square feet of lot supplies.										
Shopping center (for the purpose of this article, a shopping center shall have a minimum lot area of three (3) acres and have multiple uses)	One (1) parking space for each two hundred (200) square feet of gross floor area.										
Stamp redemption centers	One (1) space.										
Tailor shops, shoe repair	Three (3) parking spaces or one (1) parking space for each six hundred (600) square feet of gross floor area, whichever is greater.										
Massage parlor	One (1) space per one hundred (100) square feet.										
Recreational											
Auditoriums and other places of public assembly and clubs, lodges having no sleeping facilities	One (1) parking space for each five (5) seats and one (1) for each one hundred (100) square feet of assembly area not having fixed seats.										
Bowling alleys	Four (4) parking spaces for each alley. In addition, spaces for incidental uses shall be provided in accordance with standards specified for the particular use.										
Game and athletic courts	Two (2) parking spaces for each court.										
Gymnasium, skating rinks, billiard halls, dance schools, karate schools	One (1) parking space for each five (5) seats plus one (1) for each two hundred (200) square feet of recreation floor area.										
Golf driving ranges	One (1) parking space for each driving tee.										
Miniature or pitch and putt golf courses	Three (3) parking spaces for each hole or two (2) for each hole plus the requirement for the accessory uses, whichever is greater.										
Swimming pools	One (1) parking space for each one hundred fifty (150) square feet of gross water surface area.										
Theaters and auctions	One (1) parking space for each five (5) seats or one (1) parking space for each thirty-five (35) square feet of assembly area.										
Industrial											
Kennels, veterinary hospitals and veterinary offices	One (1) parking space for each two hundred (200) square feet of examining and operating areas, plus (1) parking space for each four hundred (400) square feet of additional floor area.										
Recycling facility	One (1) space for each five hundred (500) square feet of material processing area; one (1) space for each five thousand (5,000) square feet of outdoor storage area; one (1) space for each scale or bin plus one (1) space (for waiting) per two (2) scales or bins for customer parking.										
Manufacturing uses, research and testing laboratories, food processing, printing and engraving shops and contractors	A. Parking standards for the M-1 and M-2 zones. One (1) space for each vehicle used in conjunction with the business, plus one (1) parking space for each five hundred (500) square feet of open or enclosed area devoted to the primary use, except contractors' open storage yards one (1) space per one thousand (1,000) square foot lot. B. Parking standards for the IP and IP-O zones.										
	<table> <tr> <th>Suite Size</th><th>Space/Sq. Ft.</th></tr> <tr> <td><5,000 sq. ft.</td><td>1/400</td></tr> <tr> <td>5,000 to 9,999 sq. ft.</td><td>1/500</td></tr> <tr> <td>10,000 to 19,999 sq. ft.</td><td>1/575</td></tr> <tr> <td>>20,000 sq. ft.</td><td>1/650</td></tr> </table>	Suite Size	Space/Sq. Ft.	<5,000 sq. ft.	1/400	5,000 to 9,999 sq. ft.	1/500	10,000 to 19,999 sq. ft.	1/575	>20,000 sq. ft.	1/650
Suite Size	Space/Sq. Ft.										
<5,000 sq. ft.	1/400										
5,000 to 9,999 sq. ft.	1/500										
10,000 to 19,999 sq. ft.	1/575										
>20,000 sq. ft.	1/650										
	Plus one (1) space per one thousand (1,000) square foot lot for contractors' open storage yards.										
Salvage yard, junk yards, auto wrecking, storage yards, lumber yards and similar uses	One (1) parking space per employee on the largest shift or one (1) space per five thousand (5,000) square feet of lot area, whichever is greater.										
Truck terminals	One (1) parking space for each three thousand (3,000) square feet of lot area.										

Use

Warehouse and wholesale business and mini-storage

Parking Spaces Required

A. Parking standards for the M-1 and M-2 zones. One (1) parking space for each eight hundred (800) square feet of gross floor area. One (1) space per five thousand (5,000) square feet of floor area and storage lot for mini-storage.

B. Parking standards for the IP and IP-O zones.

Suite Size	Space/Sq. Ft.
<5,000 sq. ft.	1/500
5,000 to 9,999 sq. ft.	1/600
10,000 to 19,999 sq. ft.	1/700
>20,000 sq. ft.	1/800

One (1) parking space per five thousand (5,000) square feet of floor area and storage lot for mini-storage.

Miscellaneous

Churches, chapels, religious meeting halls and their accessory uses

One (1) parking space for each five (5) seats or one (1) parking space for every one hundred (100) square feet of gross floor area for assembly areas without fixed seating (twenty-two (22) inches of linear bench constitutes one (1) seat).

Hospitals

One and one-quarter (1 1/4) parking spaces for each bed.

Libraries, museums and library stations

One (1) parking space for each two hundred fifty (250) square feet of gross floor area.

Mortuaries

One (1) parking space for every (50) square feet of gross assembly floor area.

Schools, private and public:

Grade schools, elementary and junior high schools
Senior high schools

One (1) parking space for each employee and faculty member.

One (1) parking space for each employee and one (1) for each three (3) students for which the facility is designed.

Trade schools, business colleges and commercial schools

One (1) parking space for each one and one-half (1 1/2) students of the maximum capacity of the classroom plus one (1) space for each faculty member.

Emergency Shelters

One (1) parking space for each employee, volunteer, service provider and non-client who will be on-site during peak periods, plus one space per three (3) beds.

Transportation terminals and facilities, public utilities, colleges, stadiums, sport arenas and golf courses

Adequate number as determined by the planning commission after special study has been performed.

Appendix C

Emergency Shelters Overlay

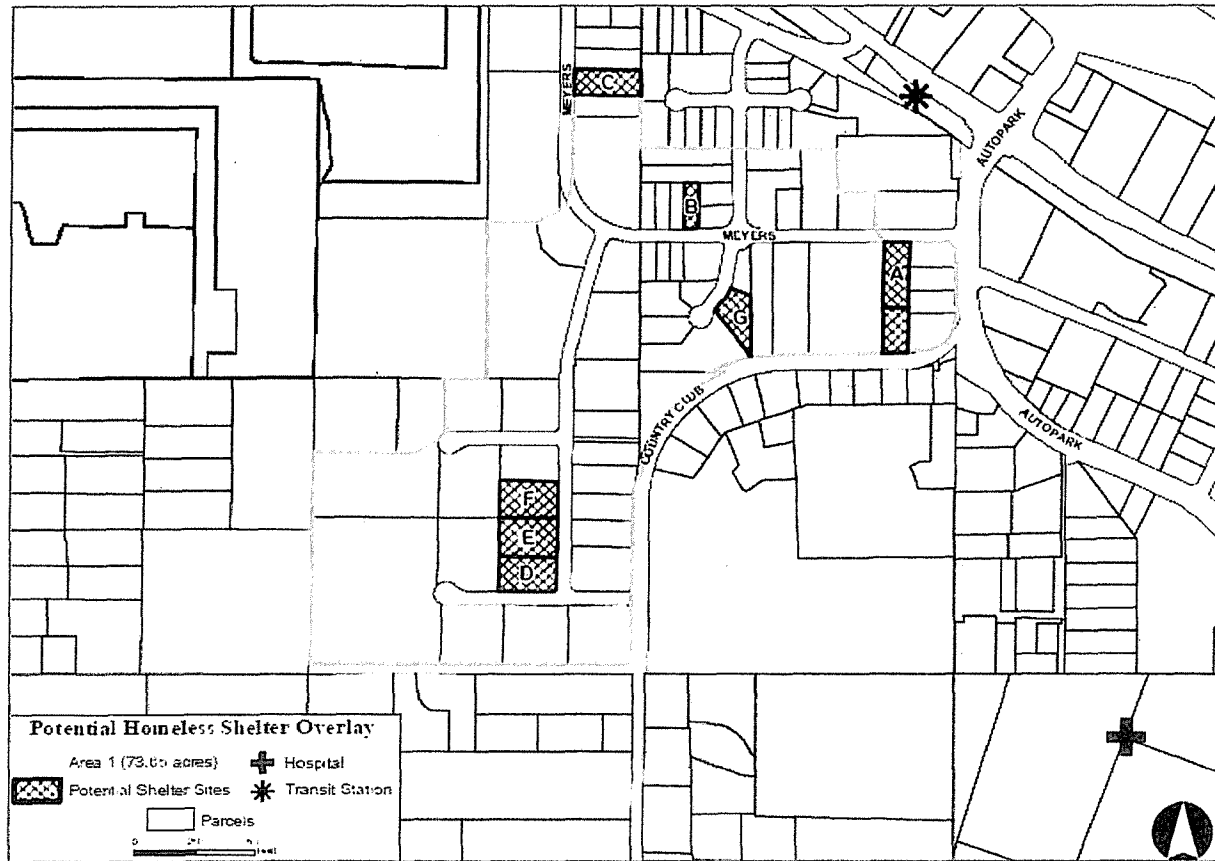


Figure XI-8

Potential Shelter Sites Guide

Parcel Details**Parcel Image****SITE A**

Images: 1033-1035

Address: n/a; off Meyers Ave. near Auto Park Way

Status: Space Available

Company: n/a

Company Members: n/a

Company Phone(s): (619) 669-1923

SITE B

Images: 1036-1037

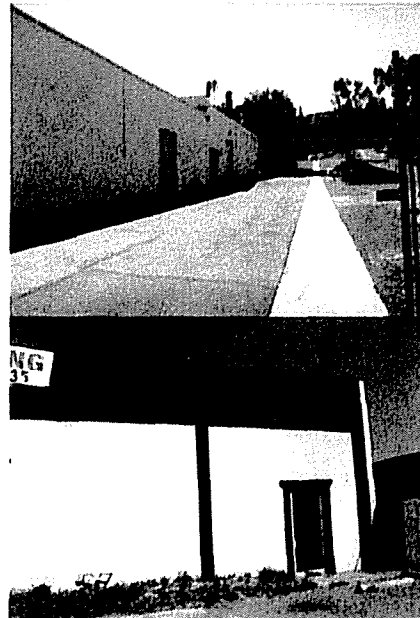
Address: 2270 Meyers Ave.

Status: Now Leasing

Company: n/a

Company Members: n/a

Company Phone(s): 724-2635



Potential Emergency Shelter Overlay Area Photos

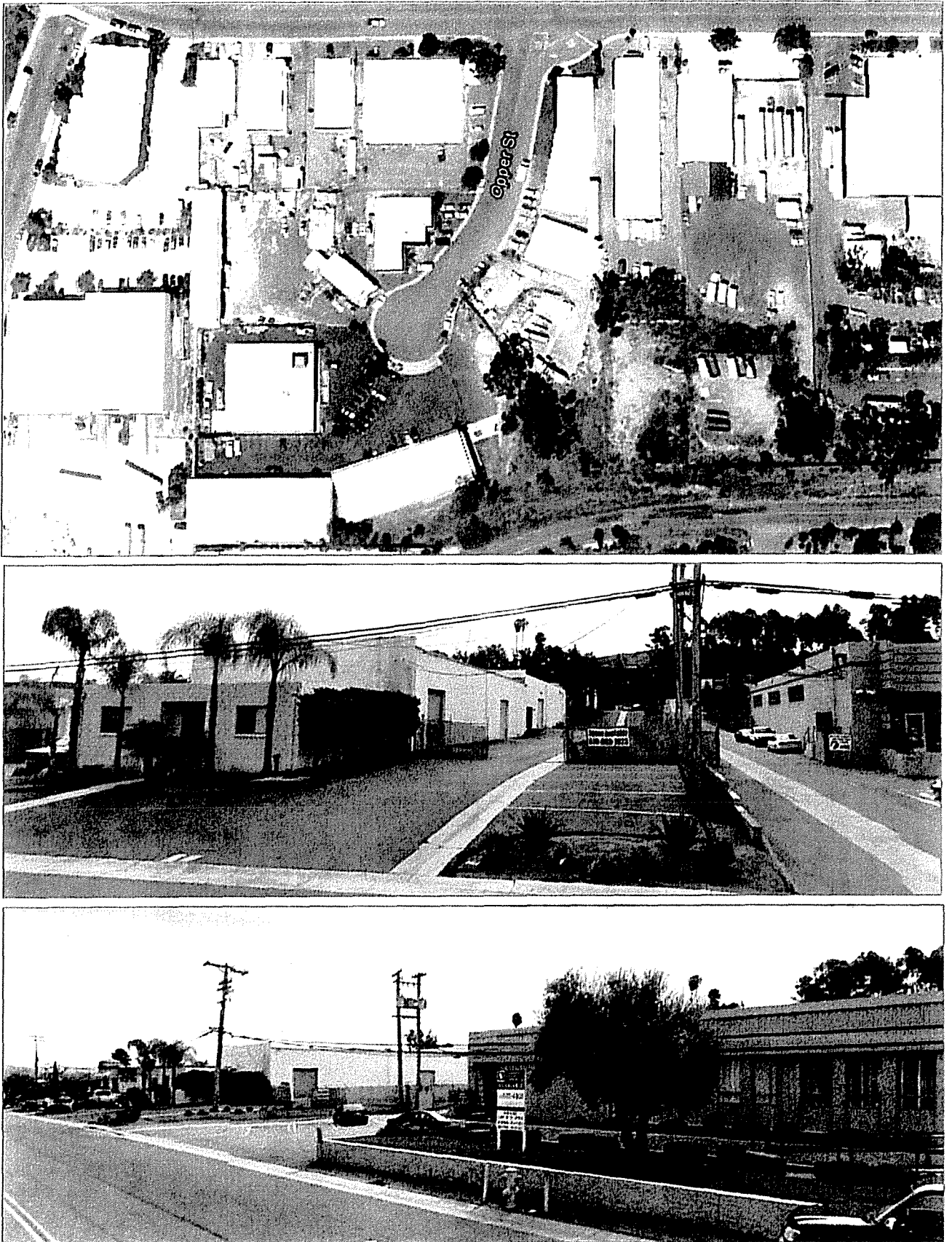


Figure XI-10

Potential Shelter Sites Guide (Continued)

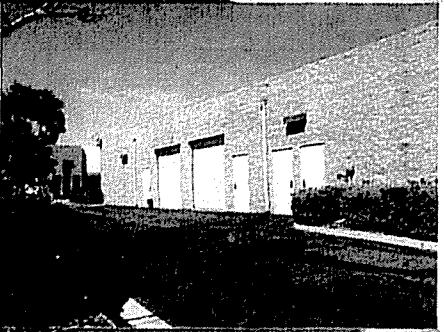
Parcel Details	Parcel Image
SITE C Images: 1038-1040 Address: 2340 Meyers Ave. Status: Available Sq. Ftge.: 13,930 sq.ft. Company: Lee & Associates Company Members: Dragovic, Little, Robinson Company Phone(s): (760) 929-9700	
SITE D Images: 1041-1043 Address: 445 Corporate Drive Status: Available Sq. Ftge.: 4k-8k sq.ft. Company: Lee & Associates Company Members: G. Stokoe Company Phone(s): (760) 929-9700; (760) 448-2440	
SITE E Images: 1044-1047 Address: 457-465 Corporate Drive Status: For Lease Company: Colliers International Company Members: Daniel Knoke, Peter Merz Company Phone(s): (760) 930-7938	
SITE F Images: 1048-1051 Address: 475 Corporate Drive Status: Available Company: Cassidy Turley Company Members: Jim Benson Company Phone(s): (760) 431-4200	
SITE G Images: 1052-1054 Address: n/a; off cul-de-sac of Oppen St. Status: n/a; empty plot Sq. Ftge.: 4k-12k sq.ft. Company: Colliers International Company Members: Peter Merz Company Phone(s): (760) 930-7921	

Figure XI-9



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

Notice of Exemption

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

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

Project Title/Case No.: AZ 13-0006

Project Location - Specific: Approximately 74 acres generally located on the northern and western sides of Country Club Drive, north of Hill Valley Drive.

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

Description of Project:

An Amendment to the Zoning Code to establish Article 27 involving an Emergency Shelter Overlay to allow emergency shelters as a permitted use within a 74-acre portion of the Light Industrial (M-1) zone, and to establish appropriate development standards, including amending Article 39 regarding parking requirements.

Name of Public Agency Approving Project: City of Escondido

Name of Person or Agency Carrying Out Project:

Name: City of Escondido

Telephone: (760) 839-4671

Address: 201 North Broadway, Escondido, CA 92025

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

Exempt Status:

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

Reasons why project is exempt:

1. The proposed Zoning Code Amendment does not involve any physical modifications or lead to any physical improvements beyond those typically exempt. Any future projects would be conditioned to comply with development standards designed to minimize impacts.
2. There is no possibility that the proposed Zoning Code Amendments would have a significant effect on the environment, since the proposed overlay is located within an established industrial/commercial area. Any traffic generated would not be out of character with existing levels.
3. In staff's opinion the proposed amendments would have no impact on fish and wildlife resources, since no sensitive species or habitat would be impacted by the proposed provisions.

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

Signature: _____

Associate Planner

9/3/13

Date

☒ Signed by Lead Agency

Date received for filing at OPR:

☐ Signed by Applicant

CORRESPONDENCE RECEIVED

From: <noreply_www@escondido.org>
Date: September 17, 2013 8:01:06 PM PDT
To: <sabed@escondido.org>, <odiaz@escondido.org>, <egallo@escondido.org>, <mmorasco@escondido.org>, <jmasson@escondido.org>
Subject: [Website Feedback]: Rezoning for Emergency Shelter
Reply-To: <marywayne_1@yahoo.com>

Mary Lindquist
marywayne_1@yahoo.com

September 24th is the scheduled Open Meeting regarding the rezoning for emergency shelter. The notice was not sent out until Sept 9th and the staff report regarding this matter is not available until after Sept. 19th. This is certainly not enough notice or time to get appropriate public response from the neighbors that would be affected by this rezoning. I am sending one letter out today regarding what I have been able to gather about the rezoning. I will try to review the information from the staff report which may amend some of the issues I find with this matter. I hope the Mayor and City Council agree with me that this is way to short a time frame for appropriate review as well as some of the other questions that are not yet answered and send this matter back to staff to start again.

So far my draft letter is as follows - it may be amended depending on the information received from the staff report.

City of Escondido

Planning Division
201 N. Broadway
Escondido, CA 92025-2798
Attn: Bill Martin

Re: AZ 13-0006 - Formal Submission of Statement for Notice of Hearing

Please accept this letter as a formal statement to be submitted for the Public Hearing regarding the Amendment to the Zoning Code – AZ 13-0006 set for September 24, 2013.

First of all, it should be noted that Escondido has two emergency shelters for women and one for substance abuse. 17th Street and Tikkun Home are managed by Interfaith Community Services. Kudos to them!

In researching this I was told that Escondido is simply complying with SB2 to have at least one zoning district with this overlay and that Escondido is NOT proposing any shelters. Also, there are operations and development standards. This was not part of the notice sent to me. What operations and development standards?

There are several issues I have with the rezoning as well as the way the notice was presented to the area owners and residents.

1 The notice is for rezoning specifically for emergency shelters within this location, which is a much bigger issue than just a rezoning vote. It does not mention SB2 or that a shelter project is not currently being considered. The notice also does not say whether there are also other areas within Escondido that are also being rezoned in the same vote - if so where and how many sites are being rezoned? These are important facts that could have been included in the mail out notice and answered a few of the major questions right away.

2 The notice refers to shelters – not just one. How many are being considered to be allowed? Could the entire zoned area ultimately become one large emergency shelter area? What are the limitations of number and kind for this rezoning? If not limited, this area could potentially become the emergency shelter center for the entire county and not impact Escondido as much as it might negatively affect its neighbor San Marcos since Escondido is putting this problem at the edge of their area of authority, San Marcos is not involved in the planning decision yet will be impacted by the effects as will concentration of elderly population just beyond the line from this proposed area. It could be argued that the placement of this zoning, should it be developed, would overburden the neighbors' properties that would have to deal with the issues of increased homeless and transient traffic through neighborhoods that have a high concentration of elderly residents..

3 The notice says "emergency" shelters but does not explain whether emergency shelters is the commonly used meaning of a homeless and transient weather shelter – or something more or something less. Assuming that 'emergency shelter' really means 'homeless and transient' shelter, there are more than likely more issues than listed here to be evaluated and addressed in a public forum. Is it for winter only? Could it be year round? Could it encompass drug abuse issues? What does Escondido plan to do about security and other impacts?

4 Placing an emergency shelter at the very edge of Escondido seems to be a disadvantage to the very population that Escondido might be proposing to assist. The location of the shelter is at the very edge of the large encompassing 'area of influence' of Escondido. Shouldn't Escondido be looking at placement more to the center of Escondido and not at the edge of Escondido's boundaries where negative impacts could strain resources to the neighboring San Marcos municipality?

5 The problems/impacts, both social and economic, of an emergency shelter are not being addressed with this re-zoning although the purpose of the re-zoning is specifically to allow for emergency shelters. The issues of the emergency shelter and its consequences need to be reviewed and public input considered – more than a one-time meeting as proposed in this notice. A full economic and social impact review and more than one public meeting are needed to evaluate all the impacts this matter brings to the surface. Saying that there is no proposed shelter at this time does not eliminate the possible impacts that should be considered prior to zoning an area for that purpose.

6 If Escondido is trying to make the zoning change a separate issue from an actual site evaluation to make the steps to the final project (being the actual emergency shelters) easier to handle in the review process, it is segmenting the project. Isn't that type of segmenting of a project not allowed in the environmental process let alone allowing enough time and information to provide ample opportunity for public input?

7 The notice was sent September 9th and says that the only time the public has to make a statement that could be used later in court is at the public hearing on September 24th. However, the staff report with 'more information' is only going to be available after September 19th! There is not enough information and detail provided in the Sept 9th Notice that was sent out in the mail and there is certainly not enough time to review and consider the staff report on or after the 19th to allow sufficient time for public opinion to be heard at the September 24th hearing. The residential Home Owners Associations in the area need to review and make a comment. They may not have time to coordinate a response on behalf of their HOAs let alone bring a report to their own boards for consideration. Residents also rely on these Boards to discuss the information and make decisions. Escondido should be making appointments with these HOAs to meet with their residents to discuss this proposal and the possible impacts to them as area residents and how Escondido plans on alleviating those issues and impacts. Even under an exemption, the public is provided 30 days to review and comment AFTER all information regarding the project has been issued.

8 CEQA 15064(e) says: "Economic and social changes resulting from a project shall not be treated as significant effects on the environment. Economic or social changes may be used, however, to determine that a physical change shall be regarded as a significant effect on the environment. Where a physical change is caused by economic or social effects of a project, the physical change may be regarded as significant effect in the same manner as any other physical change resulting from a project. Alternatively, economic and social effects of a physical change may be used to determine that the physical change is a significant effect on the environment. If the physical change causes adverse economic or social effects on people, those adverse effects may be used as a factor in determining whether the physical change is significant. "

Although the rezoning project does not immediately cause a physical effect, it directly leads toward approval for such a physical project. No other sites were mentioned in the notice as possible alternative sites for this re-zoning so there is no research to show there would be less social and economic impacts at another more appropriate site for such zoning. The social and economic changes that would be allowed have not been adequately addressed and an exemption under CEQA is not appropriate for approval of this rezoning authorization.

9 Finally, although it may be in the staff report which is not yet available to the public, there is not enough information about the kind and type of emergency shelters being considered that led to this zoning amendment in the first place. Is it going to be in a building? Is it going to be a pop up tent situation such as that used in the City of San Diego? What happens during the day to the people who would be using this facility? Is it like a youth hostel where everyone is out by 10 am

and can't come back until after 4 pm? Where do these displaced people go during those hours? Since the emergency shelter would be intended for constituents of Escondido, how do they get to and from the shelter which is so detached from the main part of the City of Escondido? As well as the standards and operational controls for the placement and construction of the facility, staff should take more interest what the facility is and what impacts that type of facility would have for the area. Where would it be most convenient for the citizens within the City of Escondido who might possibly need the service? Is this area at the very edge of such a large city really the best?

Please submit this letter as a formal comment against the proposal for rezoning as set forth in the Notice of Public Hearing. I hope the Council Members of the City of Escondido see the amount of controversy and questions regarding this matter and send the issue back to staff and the planning department for further analysis, more community input from those residential neighbors affected by this rezoning and that alternative areas within the City of Escondido be found that might also be better proposed for such re-zoning.

Respectfully

Mary Lindquist
1195 La Moree Rd # 56
San Marcos, CA 92078

CITY OF ESCONDIDO

MINUTES OF THE REGULAR MEETING OF THE ESCONDIDO PLANNING COMMISSION

September 24, 2013

The meeting of the Escondido Planning Commission was called to order at 7:00 p.m. by Chairman Weber in the City Council Chambers, 201 North Broadway, Escondido, California.

Commissioners present: Jeffery Weber, Chairman; Bob McQuead, Vice-chairman; Darol Caster, Commissioner; Gregory Johns, Commissioner; James Spann, Commissioner; and Merle Watson, Commissioner.

Commissioners absent: Guy Winton, Commissioner.

Staff present: Bill Martin, Principal Planner; Jay Petrek, Principal Planner; Kristina Owens, Associate Planner; Owen Tunnell, Principal Engineer; Gary McCarthy, Senior Deputy City Attorney; and Ty Paulson, Minutes Clerk.

MINUTES:

Moved by Commissioner Watson, seconded by Commissioner McQuead, to approve the minutes of the August 13, 2013, meeting. Motion carried unanimously. (6-0)

WRITTEN COMMUNICATIONS – Received.

FUTURE NEIGHBORHOOD MEETINGS – None.

ORAL COMMUNICATIONS – None.

Taken out of order.

CURRENT BUSINESS:

- 1. Design Review for a proposed new monument sign (ADM 13-0110) for Shell gas station up to 11'-8" high and 43 SF in size.**

Bill Martin, Principal Planner, referenced the staff report and noted staff recommended approval of the new freestanding sign proposed for the Shell gas station located on the northwestern corner of the intersection of El Norte Parkway

and Seven Oakes Road. The proposed sign would be 11'-8" high with a total sign area of 43 SF.

Commissioner McQuead asked if the reason for the change in signage was to accommodate LEDs for the gas pricing. Mr. Martin replied in the affirmative.

Discussion ensued regarding a clarification of the exact location for the signage.

Commissioner Spann asked if the intent was to replace the sign in the same location. Mr. Martin replied in the affirmative.

Eddie Vidales, Westminster, applicant stated that the new sign would be located in the same location and would include LEDs.

ACTION:

Moved by Commissioner Spann, seconded by Commissioner Caster, to approve staff's recommendation. Motion carried unanimously. (6-0)

PUBLIC HEARINGS:

1. AMENDMENT TO THE ZONING CODE – AZ 13-0006:

REQUEST: An Amendment to the Zoning Code to establish Article 27 involving an Emergency Shelter Overlay to allow emergency shelters as a permitted use within a 74-acre portion of the Light Industrial (M-1) zone, and to establish appropriate development standards, including amending Article 39 regarding parking requirements.

PROPERTY SIZE AND LOCATION: Approximately 74 acres generally located on the northern and western sides of Country Club Drive, north of Hill Valley Drive.

Jay Petrek, Principal Planner, referenced the staff report and noted staff recommended approval based on the following: 1) The proposed amendment implements the Housing Element and was in compliance with the Housing Element, the General Plan and State law Senate Bill 2; 2) The proposed Homeless Shelter Overlay map was included and approved in the Housing Element of the General Plan; and 3) The proposed Overlay area was appropriate for emergency shelters since it was accessible to transit, public services and supportive services.

Commissioner Caster asked what would occur if the identified sites were already occupied. Mr. Petrek noted that the law only required an area to be identified and there was no obligation for any property owner to lease or sell to a shelter operator.

Commissioner Caster asked if additional shelters could be added to an area if the unsheltered population demand was met. Mr. Petrek noted that the Commission could recommend a cap.

Commissioner Johns asked if an owner was under any obligation to rent to a shelter. Mr. Petrek replied in the negative.

Commissioner Spann asked if there was any cost to the taxpayers for the shelters. Mr. Petrek replied in the negative.

Commissioner Spann asked if the shelter requirements were based on the amount of homeless. Mr. Petrek replied in the positive, which has been identified as 172 homeless persons.

Commissioner Spann disagreed with the States' definition of an emergency shelter.

Chairman Weber asked whether any other zoning designations were considered. Mr. Petrek replied in the negative, noting that City Council had been appraised of the proposed location during the review of the Housing Element. He also indicated that the other areas could be considered even if the subject overlay was adopted.

Commissioner McQuead asked whether the Police Department had reviewed the plan. Mr. Petrek replied in the affirmative.

Commissioner McQuead questioned whether the property owners in the subject area could form an association so as not to comply with the proposed amendment. Mr. Petrek replied that there were no laws preventing such an association.

Commissioner Caster questioned whether taking no action would result in a situation where the shelters would still be allowed to occupy the subject area without conditions. Mr. Petrek replied in the affirmative.

John Freeberg, Escondido, representing Progress Place and Freeberg Construction, read his letter dated September 24, 2013 into the record (Available at the Planning Department). He stated that they were opposed to the proposed amendment to the Zoning Code. He expressed concern about the late notice he received about the meeting. He noted that their business consisted of heavy trucking activities and he was concerned for the safety of any children that would be at the shelters. He also expressed concern with ongoing issues of theft and vandalism, feeling this would increase with the inclusion of shelters.

Kelly Speg, Escondido, expressed her concern with the adverse elements associated with individuals at shelters suffering from mental illness, drug and alcohol abuse and impacting workers and residents in the area. She felt the City needed to look at other locations, noting her view that the industrial area was not an appropriate location. She felt the key issues were funding, safety, and security.

Andrew McSparron, Escondido, stated that he was representing himself, his family, and Eden Valley for Responsible Development. He felt the City was trying to alleviate its homeless problem by relocating the homeless individuals to the City's outer boundary. He expressed his concern with the potential for adverse effects to residents in the area associated with individuals at shelters suffering from mental illness and drug and alcohol abuse. He suggested the area bounded by Andreasen and Hale, and Industrial and Simpson was more suitable area for shelters, noting no residential neighborhoods were in that area.

Don Grant, Escondido, Industrial Broker, was opposed to staff's recommendation. He felt allowing shelters in the industrial area was inappropriate and would deter businesses from locating in the area. He also felt shelters should be located closer to City services.

William Fones, Escondido, was opposed to staff's recommendation. He felt concentrating the shelters in one area would promote crime and adversely impact the senior citizens in the area. He asked that the City consider other locations.

Lloyd Sherk, San Marcos, was opposed to staff's recommendation. He was concerned for the residents in the area being adversely impacted by homeless individuals sleeping in vehicles and the adverse aspects associated with loitering. He asked that the City find alternate locations away from the residents.

Jackie Kinkel, San Marcos, Casitas De Amigos, expressed concern for the senior citizens in the area that would be impacted by the adverse aspects associated with shelters and homeless individuals. She asked that the City find alternate locations away from the residents.

Barbara Jordan, San Marcos, stated the Board of Directors representing Casitas De Amigos Home Owners Association was concerned with the statement in the proposal defining the project as a year round shelter for the homeless with minimal services. She questioned why only one area was being proposed and felt the City needed to consider alternative locations that were closer to public services. She stated that no consideration was given to the area having a high population of senior citizens, feeling other locations should have been considered.

Magdalena Lara, San Marcos, was opposed to staff's recommendation. She expressed concern with the adverse elements associated with shelters potentially creating safety issues for the residents. She asked that the City consider other locations.

Mark Baker, Escondido, noted that he owned the property located at 2160 and 2180 Myers Avenue. He disagreed with the staff report indicating that the proposed amendment was in compliance with the Housing Element, the General Plan, and State law, feeling there were other areas that were better suited to meet these requirements. He felt the proposed shelters should be located near the Interfaith Services Center where most of the services needed by these individuals were available. He also stated that his office was located two blocks away from Interfaith Services.

Craig Jones, Escondido, Interfaith Community Services, was in favor of staff's recommendation but expressed concerns regarding the standards for emergency shelters. He noted that many of the concerns of others at the meeting were related to unsheltered persons. He stated unsheltered homeless individuals were the most vulnerable to criminal activity on the streets, noting that providing shelters with proper staffing would reduce crime. He felt that the City's Fair Share of homeless was 222 persons versus 172 individuals. He expressed concern with the requirement regarding the maximum capacity of 50 beds and the 300-foot separation required between operations which would discourage the amount of facilities needed to provide shelter. He also asked that the parking requirement be revisited due to feeling it was excessive.

Kevin Haas, Escondido, representing Robert Haas at 2864 Progress Place, stated that he was concerned with shelters increasing crime, reducing property values, creating a need for increased police presence, and creating a need for City services.

Mary Lindquist, San Marcos, expressed her view that the exemption rule for CEQA had not been followed with regard to the public notice and information being available for the public. She questioned whether a discrimination suit could be filed if all of the property owners elected not to rent to a shelter entity. She expressed concern for the safety of the senior citizens in the area being impacted by transients and homeless individuals. She noted that the homeowner associations in San Marcos near the subject sites were not aware of the City's proposal, feeling the City needed to receive input from these associations.

Mary Sampere, San Marcos, stated that she had been accosted by homeless individuals constantly while staying at the Comfort Inn, noting her concern with this element being proposed in the location where she would eventually be living.

Victor Roberts, Escondido, noted that they owned property on Progress Place. He expressed concern with the proposal indicating that the use was not compatible with the M-1 zoning. He felt staff should have talked to the Nordahl Industrial Park Association, noting that the proposed overlay was inappropriate. He requested that the Commission visit the proposed area. He also felt the City should consider Commercial General zoning as well as other areas for this use.

Michael Hall, Escondido, Erickson Hall Construction, concurred with the previous speakers opposed to the amendment. He stated that he volunteered at the San Diego Rescue Mission, noting his view that the proposed high concentration of shelters in the subject area would create major issues and was irresponsible to the business owners and residents in the area.

Dave Erickson, Escondido, Erickson Hall Construction, felt it was inappropriate to concentrate the homeless in one area that had very few resources. He felt that the area near Interfaith would be more appropriate.

Commissioner Johns asked what the typical draw radius was for shelters. Mr. Jones, Interfaith, indicated that the population using Interfaith was local Escondido homeless individuals within the community.

Commissioner Johns asked if shelters were currently permitted in the M-1 zone. Mr. Petrek noted that they were allowed in the M1 zone with a CUP when adjacent to General Commercial zones and within 500 feet of transit.

Commissioner Watson asked if the shelters would provide food. Mr. Petrek stated that this information would be provided by the shelter provider, noting this was not a requirement by the City.

Commissioner McQuead asked if churches participated in emergency shelters. Mr. Petrek replied in the affirmative in cases where it was permitted as part of the CUP for the church.

Commissioner Caster stated that the subject area was designated last December for emergency shelters as part of the Housing Element, noting not approving it would mean the shelters could still be established, but with no regulations. Mr. Petrek stated that the subject area met State requirements.

Commissioner Caster felt other areas should be considered.

Commissioner McQuead suggested moving forward with establishing a moratorium for the subject area until further studies had been conducted regarding other suitable zones. Mr. Petrek noted that the State's deadline to designate a shelter overlay was this December.

Commissioner McQuead was opposed to the proposed location, feeling other areas needed to be considered due to proximity to residential areas and possibly impacting property values. He also stated that he was in favor of looking at the General Commercial zone.

Commissioner Spann was opposed to concentrating shelters in one area. He questioned what the difference was for approving the location or not approving the location. Mr. Petrek explained that approving the amendment established guidelines and standards. Not approving the amendment provided no guidelines or standards beyond the minimum threshold of the State.

Chairman Weber asked if this item would go before City Council. Mr. Petrek replied in the affirmative. He then provided an overview of the noticing requirements.

Chairman Weber was opposed to concentrating shelters in the subject location. He stated that he supported staff's recommendation on an interim basis due to feeling regulations were needed. He did not feel shelters were appropriate for the M-1 zone.

ACTION:

Moved by Commissioner Caster, seconded by Commissioner Watson, to approve staff's recommendation with the direction to evaluate other areas in the community for establishing the Emergency Shelter Overlay that are closer to appropriate services, and to remove the subject area from the Overlay once another area or areas were designated. Motion carried. Ayes: Johns, McQuead, Weber, Watson, and Caster. Noes: Spann. (5-1)

ORAL COMMUNICATIONS: None.

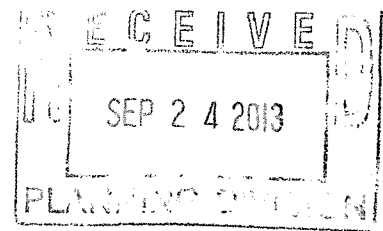
PLANNING COMMISSIONERS: None.

ADJOURNMENT:

Chairman Weber adjourned the meeting at 8:55 p.m. The next meeting was scheduled for October 22, 2013, at 7:00 p.m. in the City Council Chambers, 201 North Broadway, Escondido, California.

Bill Martin, Secretary to the Escondido
Planning Commission

Ty Paulson, Minutes Clerk



21 September 2013

City of Escondido
Planning Division
201 N. Broadway
Escondido, CA 92025-2798
Attn: Bill Martin

Written Communications
Agenda Item No.: G.1
9/24/13 PC Meeting

Re: AZ 13-0006 - Formal Submission of Statement for Notice of Hearing

Please accept this letter as a formal complaint against the rezoning of this Light Industrial Area for emergency shelters. This is NOT an appropriate area for any emergency shelters for the City of Escondido. If only one area is being considered for the needs of the City of Escondido, that area should be located near the center of the jurisdictional area of the City and NOT at the edge and certainly not at the border to another municipality.

Even though there is no actual shelter being proposed at this time – it does not eliminate the potential effects to the neighboring areas should the actual shelter project be needed in the future. Saying that this is simply a motion to fulfill requirements of the State of California skirts the underlying issues of allowing this type of facility in this area. Future ramifications of this decision are indeed an important part of this ‘administrative action’. This is a decision that requires a vote – it is not solely an administrative action.

Please vote no for this rezoning request and send this matter back to staff for a better proposal on more suitable area within the City of Escondido.

Sincerely

1195 La Moree Road
Space # 111
San Marcos, CA 92078

Forty additional signed copies of this form letter were received and are in the City Council reading file.



*helping people help themselves,
since 1982*

September 24, 2013

City of Escondido Planning Commission

Re: Planning Commission Public Hearing, City of Escondido Proposed Zoning Code Amendment –
Emergency Shelters By Right (AZ 13-0006)

Dear Planning Commissioners and City Staff:

Thank you for this opportunity to work with the City on establishing new zoning regulations for emergency sheltering. Please accept the points outlined below. We thank City staff for a positive dialog ahead of this hearing, clarifying points related to the proposed new regulations.

- The staff report notes that City's obligation is to accommodate "the city's share of the regional unsheltered homeless population" and cites the last regional homeless "Point In Time Count" showing 172 "unsheltered," so that the City's target number to shelter is 172. This figure, however, does not take into account the 40 homeless actually in the Escondido Winter shelter at the time of the PITC, and the additional homeless overflow in ECSS at that time. So the capacity that should be planned for to meet the documented need should be $172 + 40 + 10 = 222$ individuals.
- These new zoning regulations will apply to the specified overlay area within the City's M-1 zone. In order for the City to be able to achieve its target goal of serving 222 individuals, more than one shelter facility will likely be needed. City staff has clarified that consideration of emergency sheltering will continue to be allowed by conditional use permit, outside of the designated overlay area, within the M-1 zone. Are there other zones in the City which will also allow conditional use permit consideration of emergency sheltering?
- The proposed overlay regulations include restrictions of maximum capacity of 50 beds, and a 300 ft. separation between shelter operations. While the State law allows such restrictions, it does not require them. The only concern is that these restrictions may make it difficult or impossible for the capacity target of 222 to be met.
- Proposed Sec. 33-596 provides for possible review and reconsideration of an approved shelter operation, "Modification of Approval of Conditions," based on "complaints received" and "negative impacts to the surrounding properties." The concern is that this provision may make a virtual conditional use permit out of what is intended to be a by-right land use. Are there assurances possible that, in any event, reconsideration of an approved management plan cannot rescind the original by-right approval?
- The parking requirement proposed, one space per each employee and/or volunteer at max. shift plus one space per each three beds capacity, may be excessive. We realize there is wide variance among cities and counties for parking for emergency shelters. Please consider the attachment, a quick and random sampling from other jurisdictions available online.

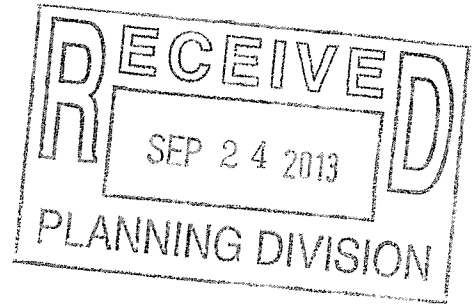
Thank you for allowing this input and your public hearing. We look forward to the City's adoption of allowance for emergency sheltering, in order to meet the community's evident need.

Craig B. Jones
Associate Director
Interfaith Community Services

Off-Street Parking – Other Jurisdictions:

- City of Albuquerque, NM – 7 parking spaces total, subject to use permit review
- City of Folsom, CA - The emergency shelter shall provide on-site parking at a rate of two spaces per facility for staff plus one space per six occupants allowed at the maximum capacity.
- Crossroads (Oakland, CA) - 125 residents, 47 employees, 17 parking spaces
- Family Emergency Center, (San Rafael, CA) - 52 beds, 16 spaces
- Mill Street Shelter (San Rafael, CA) - 40 beds, 10 spaces
- Safe Harbor (S. San Francisco, CA) - 86 beds, 24 spaces (parking lot is full at night)

Casitas Del Amigos
Homeowners Association, Inc.
1195 La Moree Rd.
San Marcos, CA 92078
(760) 743-2816
casitasdelamigosofc@roadrunner



To: Escondido Planning Commission
RE: Case No. AZ 13-0006 [Zoning Code Amendment]
Date: September 24, 2013

The Board of Directors, representing Casitas Del Amigos Homeowners Association has a number of concerns with this proposed Zoning Code Amendment:

- The project to establish an Emergency Shelter Overlay within a 74-acre portion of the Light Industrial Zone described in the *Notice of Public Hearing* mailed several weeks ago, is subsequently defined as a “year-round shelter for the homeless with minimal supportive services” in the Planning Commission report published September 20, 2013, just 5 days ago.
- We understand that Escondido must comply with State law regarding the needs of the homeless within their jurisdiction. We **do not understand** why only one area is being proposed for this zoning change. Surely there are other light industrial zones in Escondido that also meet the requirements for accessible public transportation, parking, and proximity to public services and support services.
- Citing nearness to Palomar Hospital, the Sprinter station and bus stop, could also apply to areas along Mission Ave and Auto Parkway, and certainly other areas within the Escondido city limits.
- It is interesting to note that the staff report suggests that there won’t be any additional *environmental issues* if the homeless shelters are approved for this area. Traffic, lighting, noise, utility demands, etc. will not be adversely affected. Hard to imagine considering the potential 172 new residents who could be living in these shelters, up to six months at a time, with room for up to 200 people.
- It would be helpful and part of a full-disclosure approach if statistics were provided regarding any increase in crimes or changes in the quality of life for communities that currently live within close proximity of a homeless shelter.

- While it might be comforting to some people that fish and wildlife resources will not be impacted or that protected habitats will not be endangered by these shelters, it should be noted that little or no consideration has been given to the fact that a concentration of senior communities [4 mobile home parks] are quite near the proposed area. Our park, Casitas Del Amigos, is literally within walking distance of sites B, C, D, E, and F [Appendix C]. Granted, we live in San Marcos at 1195 La Moree Rd, off of Barham Drive but a grassy field is all that separates our eastern boundary from Meyers Ave.
- It is stated in Exhibit A that public health, safety and welfare will not be adversely affected by the shelters. That statement is naïve and unrealistic. To date, we have experienced a number of unlawful activities in what we consider a safe place to live. Property has been stolen from front yards, homes have been robbed, an RV was recently vandalized, and earlier this year, two young men were arrested in our parking lot for drug use.

We recommend that the Planning Commission DISAPPROVE this Amendment and take more time to research and review other Light Industrial areas in Escondido that would better serve the homeless population.

Please do not overlook the hundreds of senior citizens living on the border of Escondido and San Marcos quite near the area you are proposing. Your plan will surely have an impact on our lives and possibly on our ability to sell our homes in the future.

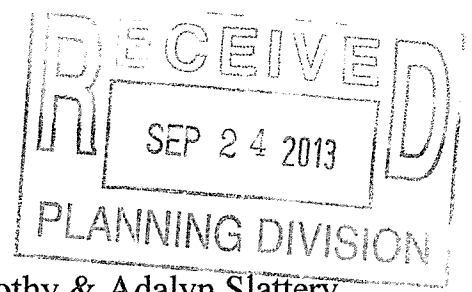
Thank you for your consideration.



Mary Buckley
President, Board of Directors



Barbara Jordan
First Vice President, Board of Directors



21 September 2013
City of Escondido Planning Division
201 North Broadway
Escondido, CA 92025-2798

Timothy & Adalyn Slattery
1195 La Moree Rd., #77
San Marcos, CA 92078

Attention: Mr. Bill Martin,
Principal Planner.

We are writing to advise you of the concerns we have to the proposed amendment, to the Zoning Code- AZ-13-0006, involving an Emergency Shelter, and the change in these 74 acres of Light Industrial (M-1). If we understand this correct, this would establish Emergency/s Shelters, would this be more than one Shelter? , as a permitted use within a 74-acre portion of the Light Industrial zone.

We believe the impact of traffic would increase greatly. There is already a great deal of traffic and parking, due to workers, in the Industrial Park now. Both sides of the streets are full with trucks, and automobiles from early morning until late evening, and also 24/7 parking of semi-trucks.

We are already victims of attempted break-ins and robberies on a weekly basis. This type of a facility would only increase the chances of more of the same all of us who are seniors and approximately 50% live alone.

This proposed property is surrounded by four (4) Senior Mobile Home Community/s. Surely, there must be a better place for the/these Emergency Shelter/s then in an Industrial Park surrounded by four (4) Senior Mobile Home Community/s, and residential.

Has anyone on the Planning Commission spoken with the Owners of the Industrial Park or the Senior Complexes that this would affect in everyday living?

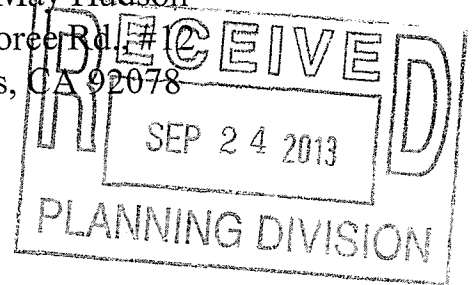
We are not in favor of any Emergency Shelters in this area and your consideration in seeking other alternatives in this matter will be greatly appreciated.

Respectful Submitted
Timothy & Adalyn Slattery

Timothy & Adalyn Slattery

21 September 2013
City of Escondido Planning Division
201 North Broadway
Escondido, CA 92025-2798

Bernard & May Hudson
1195 La Moree Rd. #101
San Marcos, CA 92078



Attention: Mr. Bill Martin,
Principal Planner.

We wish to state some concerns to the proposed amendment, to the Zoning Code-AZ-13-0006, involving an Emergency Shelter, and the change in these 74 acres of Light Industrial (M-1). If we understand this correct, this would establish Emergency/s Shelters, would this be more than one Shelter? , as a permitted use within a 74-acre portion of the Light Industrial zone.

We believe the impact of traffic would increase greatly. There is already a great deal of traffic and parking, due to workers, in the Industrial Park now. Both sides of the streets are full with trucks, and automobiles from early morning until late evening.

We are already victims of attempted break-ins and robberies on a weekly basis. This type of a facility would only increase the chances of more of the same for us.

This proposed property is surrounded by four (4) Senior Mobile Home Community/s. Surely, there must be a better place for the/these Emergency Shelter/s then in an Industrial Park surrounded by four (4) Senior Mobile Home Community/s, and residential.

Has anyone on the Planning Commission spoken with the Owners of the Industrial Park or the Senior Complexes that this would affect in everyday living?

We are not in favor of any Emergency Shelters in this area and your consideration in seeking other alternatives in this matter will be greatly appreciated.

Respectful Submitted
Bernard & May Hudson

Bernard & May Hudson
Casitas del Camigo's Mobile Home HOA

**FRIENDS OF EDEN VALLEY FOR
RESPONSIBLE DEVELOPMENT**
www.FriendsOfEdenValley.com

September 24, 2013

Mr. Bill Martin, Principle Planner
City of Escondido - Planning Division
201 N. Broadway
Escondido, California 92025

RE: Public Hearing on 9/24/13: Escondido's Emergency Overlay - AZ 13-006

Dear Mr. Martin:

Thank you for giving *Friends of Eden Valley for Responsible Development (FEV)* an opportunity to comment on the Amendment To The Zoning Code – AZ 13-006. The Eden Valley Community, located in the unincorporated area within the Escondido Sphere Of Influence just north of Harmony Grove, is a rural residential character with large lots and equestrian uses. The proposed site is on our Northern boarder.

The residents of unincorporated Escondido (Eden Valley and Harmony Grove) feel this proposed amendment to the Zoning Code will create a burden on our area, as well as the neighboring City of San Marcos who have not zoned, planned or even contemplated such actions. In essence, this proposal would be a unilateral action (impact) that may result in unforeseen impacts, and have received no review resulting in an inadequate project description. This proposal appears to be premature and ill conceived, lacking in even rudimentary environmental review, and lacks endorsement or knowledge of the County of San Diego and City of San Marcos. It appears the City of Escondido has failed to consider all Responsible Agencies affected here.

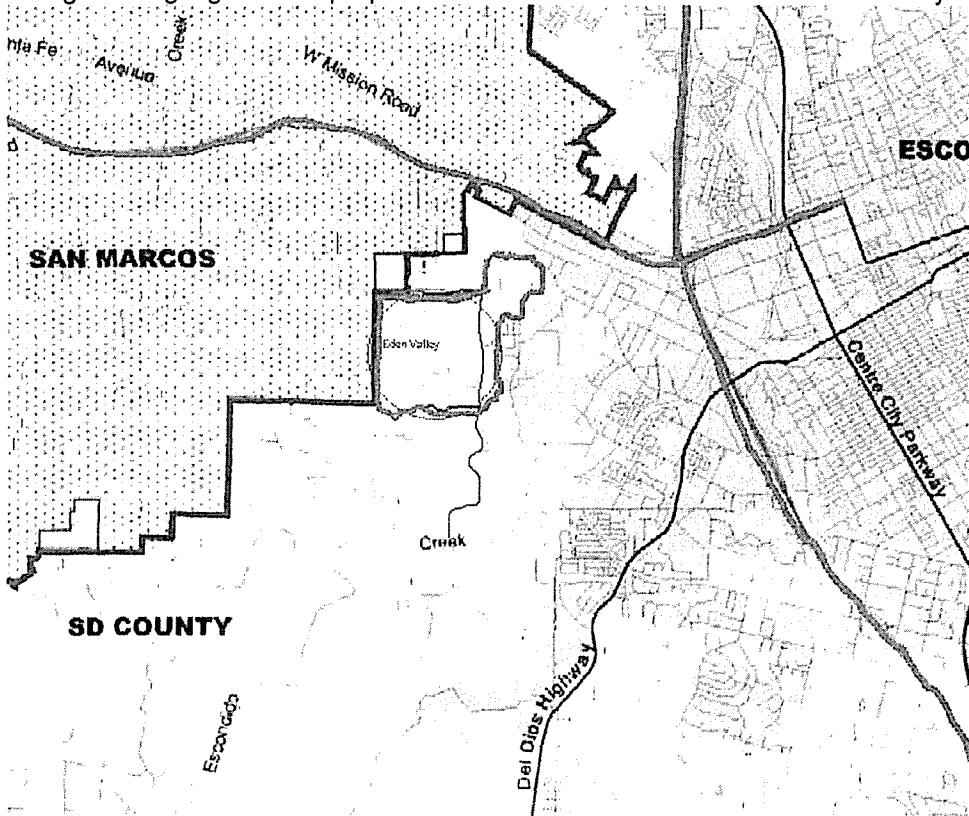
Additionally, we feel that a project with these types of impacts is NOT exempt from the CEQA. We disagree based on the unforeseen cumulative impacts alone! The intersection at Mission and Citracado/Nordahl is already a highly congested intersection. Adding a larger pedestrian element to the mix raises major health and safety concerns. What will the maximum population of a Homeless Shelter be? How do the homeless get to this site. How and when will they be allowed to depart from the site? How will loitering issues be addressed. What about public health and safety issues? Will there be more police added to cover this area? Why would THIS project be exempt from the CEQA, but any future request for emergency shelter(s) would be subject to separate environmental analysis

We understand that this site was selected because it met state criteria about accessibility and services, and that it didn't conflict with other residential zoning found in the central part of the City. But it WOULD in fact conflict with the residential zoning adjacent to the City on the west end, and we object to this. Our residents feel that Escondido may be attempting to put plans in place that equate to a "concentration camp" approach - which by miraculous coincidence, removes the homeless from the Center City directing them to other municipalities' - in essence exporting Escondido's homeless population and resulting problems out of their city.

Instead, we request that you further review sites located, but not limited to areas in the Simpson, Andreasen, Hale which have NO residential area that may be affected, yet appear to meet the States M-1 zoning.

Janean Huston, Co-Chair
Friends Of Eden Valley for Responsible Development
858-735-0550
Email: EdenValleyNews@aol.com
www.FriendsOfEdenValley.com

The green highlight is the proposed 74-acre area at the North of Eden Valley.



Kristina Owens

From: EdenValleyNews@aol.com
Sent: Tuesday, September 24, 2013 5:12 PM
To: Kristina Owens
Subject: Fwd: City of Escondido Emergency Shelter Overlay

I think this should have gone to you also.
:-)

From: bill-osborn@sbcglobal.net
To: info@olgadiaz.com
Sent: 9/23/2013 7:50:07 P.M. Pacific Daylight Time
Subj: City of Escondido Emergency Shelter Overlay

To Whom It May Concern,

Unfortunately I will be away on business during the scheduled public hearing, please accept this letter as my comments on the Emergency Shelter Overlay.

I fear that placing the homeless into an area where we have a mixture of semi-rural residential properties and light industrial zoning will create several issues. First and foremost with the volume of semi-truck traffic and the presence of hazardous materials handled by many of the surrounding businesses, I fear that you will be creating a potential for an increase in health and welfare issues for those walking to or loitering around the shelter. Secondly, there are very few homeless currently in this area and I fear that a shelter would greatly increase the homeless population in the area, and with them, I foresee the potential for an increase in the crime rate in the business park and the surrounding residential area. The area to the South is a semi-rural neighborhood with lots ranging in size from 1 acre to 20+ acres. I see this location as creating the potential for encampments which will increase the risk of fire within the area. This was an issue prior to the removal of the homeless encampments in the old granite quarry off of Harmony Grove Road.

I must assume that the area was chosen due to its proximity to the Sprinter station and potentially the hospital. This location does not seem to provide any additional services aside from shelter – it is an industrial park. There are no other sources of food, shelter, or general services that might help a homeless person improve their situation. It also seems that such a shelter in this location could create additional issues for the City of San Marcos since it directly borders the area in question.

I believe it would be more appropriate to locate the overlay near city offices, Grape Day Park, or the Escondido Transit Center all of which would offer those in need a variety of services and are within walking distance of the hospital and other medical offices surrounding the old Palomar hospital location.

Please include me in any information sent to the public regarding this issue.

Sincerely,

Bill Osborn

2952 Milpas Drive

Escondido, CA 92029

Kristina Owens

From: Marshall Wright <mo_wright@sbcglobal.net>
Sent: Tuesday, September 24, 2013 1:22 PM
To: Kristina Owens
Cc: edenvallynews@aol.com
Subject: Case No AZ 13-0006

Emergency Shelter Overlay

The emergency shelter overlay being considered for the Nordahl industrial park is a big mistake. The traffic at the Mission Avenue/Nordahl-Auto Park Way intersection is currently being affected by beggar (panhandlers) soliciting money from drivers in the left turn lanes and at in times in the next lane over. Drivers fumble for cash and hold up traffic. Any drivers behind them are NOT happy when they miss the light.

With the addition of cars from the Harmony Grove Village and The Valiano Project, if it should be approved, will greatly expand the traffic at that intersection. Increasing the number of homeless in the area will result in beggars on those corners to 24/7. This will not be a good situation.

The Notice of Public Hearing on Case No. AZ 13-0006 did not mention any type of rehabilitation program for this homeless population. To co-locate this group without any such program does nothing more than continue the current status. Just housing them doesn't improve anything.

I suggest that the Overlay Project be setup in an area around the Dixieline Lumber store at Tulip and Washington. This area is within walking distance of both the Sprinter Station and the Bus Terminal of Washington and Quince and is not close to any existing or proposed housing projects.

M.O. Wright
442-999-5077

PROGRESS PLACE LLC

9/24/13

Escondido Planning Commission

Ref: AZ 13-0006

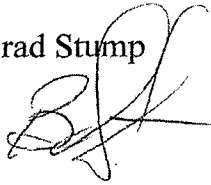
To ALL concerned,

We the owners of the property located at 2874 Progress Place in the proposed Emergency Shelter Overlay are vehemently opposed to this amendment to the zoning code.

If you desire a detailed explanation for the above statement we would be happy to provide.

Progress Place LLC

Brad Stump 951-760-9487

A handwritten signature in black ink, appearing to read 'Brad Stump', with a stylized, cursive script.

Kelly Speeg 760-703-9125

A handwritten signature in black ink, appearing to read 'Kelly Speeg', with a stylized, cursive script.

Kristina Owens

From: Craig Jones <cjones@interfaithservices.org>
Sent: Friday, September 20, 2013 1:04 PM
To: Kristina Owens
Cc: Mary Ferro
Subject: RE: staff report and proposed code language

Importance: High

Thank you Kristina; please do address the following items. Since the Planning Commission hearing is this next Tuesday, please provide feedback as quickly as you can. THANKS

City of Escondido Proposed Zoning Code Amendment – Emergency Shelters By Right (AZ 13-0006)

The staff report notes that City's obligation is to accommodate "the city's share of the regional unsheltered homeless population," and then cites the last regional homeless "Point In Time Count" showing 172 "unsheltered," so that the City's target number to shelter is 172. This figure, however, does not take into account the 40 homeless actually in the Escondido Winter shelter at the time of the PITC, and the additional homeless overflow in ECSS at that time. So the capacity that should be planned for to meet the documented need should be $172 + 40 + 10 = 222$ individuals.

The proposed zone code Table 33-564 deals with the City's industrial zones, only; what about allowed consideration within other City zones, still by conditional use permit?

Article 27 Sec. 33-591 and Sec. 33-595 (c): Reason for "occupancy of six months or less by a homeless person," "six months in any 12-month period"? Is this mandated by the State law, or allowed but not required by State law? What is the rationale for the 6 month limit?

Article 27 Sec. 33-595 (b): the limit of maximum beds of 50 per any one emergency shelter will undoubtedly leave the City well short of its target of needing to accommodate 222 persons. Reason for this limit?

Article 27: "An emergency shelter shall be located at least 300 ft. from another emergency shelter" – reason for this limitation? Will add to the likelihood that the City will not be able to achieve its target of shelter capacity for 222 persons.

Article 27 Sec. 33-595 (i): The requirement for a "management plan, to the satisfaction of the city" – this open-ended discretionary approval requirement is contrary to the intent and letter of the State law, requiring shelters to be permitted by right, as ministerial land uses. "The "intent of the management plan is to establish operating procedures that promote compatibility with the surrounding area and businesses" – Is there any other similar by-right use in the City's zoning code requiring this type of open-ended management plan? If there are evident physical operational requirements for this type of use, they should be specified, rather than the requirement for this open-ended discretionary tool.

Article 27 Sec. 33-596, "Modification of Approval of Conditions": The effect of this section is to create a virtual conditional use permit status of what is supposed to be a ministerial, by-right land use.

Article 39, Off-Street Parking: Please provide the rationale for the requirement for 1 parking space per 3 client capacity of an emergency shelter. Is there documented evidence for this ratio, what is it based on?

Craig
interfaith

From: Kristina Owens [<mailto:Kowens@ci.escondido.ca.us>]
Sent: Thursday, September 19, 2013 4:55 PM
To: Craig Jones
Subject: staff report and proposed code language

Hi Craig

Attached is the staff report for this Tuesday's meeting, including the proposed zoning code language. Let me know if you have any questions.

Kristina

Kristina Owens
Associate Planner/Housing
Public Art Administrator
City of Escondido
201 N. Broadway Escondido, CA 92025
(760) 839-4519

From: <noreply_www@escondido.org>

Date: September 19, 2013 at 5:03:00 PM PDT

To: <dhalverson@escondido.org>

Subject: Independent Districting Commission: Rezoning for Emergency Shelter

Reply-To: <marywayne_1@yahoo.com>

Mary Lindquist

marywayne_1@yahoo.com

I sent the following letter to the City Council and City Manager, and I have been looking hard to find the staff report online, but cannot to see if I need to make any changes. However, time is getting very close for the upcoming meeting, so I am pasting the letter here as well to make sure you also have our perspective. We will have a group to speak about this matter at the Sept. 24th meeting and hope you are willing to see our point of view.

thanks

Mary Lindquist

17 September 2013

City of Escondido

Planning Division

201 N. Broadway

Escondido, CA 92025-2798

Attn: Bill Martin

Re: AZ 13-0006 - Formal Submission of Statement for Notice of Hearing

Please accept this letter as a formal statement to be submitted for the Public Hearing regarding the Amendment to the Zoning Code – AZ 13-0006 set for September 24, 2013.

First of all, it should be noted that Escondido has two emergency shelters for women and one for substance abuse. 17th Street and Tikkun Home are managed by Interfaith Community Services. Kudos to them!

In researching this I was told that Escondido is simply complying with SB2 to have at least one zoning district with this overlay and that Escondido is NOT proposing any shelters. Also, there are operations and development standards. This was not part of the notice sent to me. What operations and development standards?

There are several issues I have with the rezoning as well as the way the notice was presented to the area owners and residents.

1 The notice is for rezoning specifically for emergency shelters within this location, which is a much bigger issue than just a rezoning vote. It does not mention SB2 or that a shelter project is

not currently being considered. The notice also does not say whether there are also other areas within Escondido that are also being rezoned in the same vote - if so where and how many sites are being rezoned? These are important facts that could have been included in the mail out notice and answered a few of the major questions right away.

2 The notice refers to multiple shelters – not just one. How many are being considered? Could the entire zoned area ultimately become one large emergency shelter area? What are the limitations of number and kind for this rezoning? If not limited, this area could potentially become the emergency shelter center for the entire county and not impact Escondido as much as it might negatively affect its neighbor San Marcos since Escondido is putting this problem at the edge of their area of authority. San Marcos is not involved in the planning decision and yet it will be impacted by the effects as will the concentration of elderly population just beyond the line from this proposed area. It could be argued that the placement of this zoning, should it be developed, would overburden the neighbors' properties that would have to deal with the issues of increased homeless and transient traffic through neighborhoods that have a high concentration of elderly residents,

3 The notice says "emergency" shelters but does not explain whether emergency shelters the commonly used meaning of a homeless and transient weather shelter – or is it something more or maybe something less? Assuming that 'emergency shelter' really means 'homeless and transient' shelter, there are more than likely more issues than listed here to be evaluated and addressed in a public forum. Is it for winter only? Could it be year round? Could it encompass drug abuse issues? What does Escondido plan to do about security and other impacts?

4 Placing an emergency shelter at the very edge of Escondido seems to be a disadvantage to the very population that Escondido might be proposing to assist. The location of the shelter is at the very edge of the large encompassing 'area of influence' of Escondido. Shouldn't Escondido be looking at placement more to the center of Escondido and not at the edge of Escondido's boundaries where negative impacts could strain resources to the neighboring San Marcos municipality?

5 The problems/impacts, both social and economic, of an emergency shelter are not being addressed with this re-zoning although the purpose of the re-zoning is specifically to allow for emergency shelters. The issues of the emergency shelter and its consequences need to be reviewed and public input considered – with more than a one-time meeting as proposed in this notice. A full economic and social impact review and more than one public meeting are needed to evaluate all the impacts this matter brings to the surface. Declaring that there is no proposed shelter project at this time does not eliminate the possible impacts that should be considered prior to zoning an area for that purpose.

6 If Escondido is trying to make the zoning change a separate issue from an actual site evaluation to make the steps to the final project (being the actual installation of emergency shelters) easier to handle in the review process, it is segmenting the project. Isn't that type of segmenting of a project not allowed in the environmental process let alone allowing enough time and information to provide ample opportunity for public input?

7 The notice was sent September 9th and says that the only time the public has to make a statement that could be used later in court is at the public hearing on September 24th. However, the staff report with 'more information 'is only going to be available after September 19th! There is not enough information and detail provided in the Sept 9th Notice that was sent out in the mail and there is certainly not enough time to review and consider the staff report on or after the 19th to allow sufficient time for public opinion to be heard at the September 24th hearing. The residential Home Owners Associations in the area need to review and make a comment. They may not have time to coordinate a response on behalf of their HOAs let alone bring a report to their own boards for consideration. Residents also rely on these Boards to discuss the information and make decisions. Escondido should be making appointments with these HOAs to meet with their residents to discuss this proposal and the possible impacts and how Escondido plans on alleviating those issues and impacts. Even under an exemption, the public is provided 30 days to review and comment AFTER all information regarding the project has been issued.

8 CEQA 15064(e) says: "Economic and social changes resulting from a project shall not be treated as significant effects on the environment. Economic or social changes may be used, however, to determine that a physical change shall be regarded as a significant effect on the environment. Where a physical change is caused by economic or social effects of a project, the physical change may be regarded as significant effect in the same manner as any other physical change resulting from a project. Alternatively, economic and social effects of a physical change may be used to determine that the physical change is a significant effect on the environment. If the physical change causes adverse economic or social effects on people, those adverse effects may be used as a factor in determining whether the physical change is significant. "

Although the rezoning project does not immediately cause a physical effect, it directly leads toward approval for such a physical project. No other sites were mentioned in the notice as possible alternative sites for this re-zoning so there is no research to show there would be less social and economic impacts at another more appropriate site for such zoning. The social and economic changes that would be allowed have not been adequately addressed and an exemption under CEQA is not appropriate for approval of this rezoning authorization.

9 Finally, although it may be in the staff report which is not yet available to the public, there is not enough information about the kind and type of emergency shelters being considered that led to this zoning amendment in the first place. Is it going to be in a building? Is it going to be a pop up tent situation such as that used in the City of San Diego? What happens during the day to the people who would be using this facility? Is it like a youth hostel where everyone is out by 10 am and can't come back until after 4 pm? Where do these displaced people go during those hours? Since the emergency shelter would be intended for constituents of Escondido, how do they get to and from the shelter which is so detached from the main part of the City of Escondido? As well as the standards and operational controls for the placement and construction of the facility, staff should take more interest what the facility is and what impacts that type of facility would have for the area. Where would it be most convenient for the citizens within the City of Escondido who might possibly need the service? Is this area at the very edge of such a large city really the best?

Please submit this letter as a formal comment against the proposal for rezoning as set forth in the Notice of Public Hearing. I hope the Council Members of the City of Escondido see the amount

of controversy and questions regarding this rezoning request and send the issue back to staff and the planning department for further analysis, more community input from those residential neighbors affected by this rezoning and that a search for alternative areas within the City of Escondido be found that might also be better proposed for such re-zoning.

Respectfully

Mary Lindquist
1195 La Moree Rd # 56
San Marcos, CA 92078

ORDINANCE NO. 2013-09

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING THE ESCONDIDO ZONING CODE
ARTICLES 26, 27 AND 39, PERTAINING TO
EMERGENCY SHELTERS

Planning Case No. AZ 13-0006

WHEREAS, Senate Bill 2 was enacted on October 13, 2007, by the State of California, and requires that cities provide sites where emergency shelters can be located without discretionary review, and

WHEREAS, the General Plan Housing Element was adopted on December 12, 2012, by the City Council, and includes a policy for designating an overlay area for emergency shelters in compliance with Senate Bill 2, and

WHEREAS, the City Council desires to implement the policies of the General Plan Housing Element and comply with state law.

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

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

SECTION 2. That the City Council has reviewed and considered the Notice of Exemption prepared for this project and issued on September 3, 2013, in conformance with Title 14 California Code of Regulation, California Environmental Quality Act ("CEQA") Section 15061(b) "General Rule", and has determined that all environmental

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

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

SECTION 4. That specific sections of three (3) Articles of the Escondido Zoning Code Chapter 33 are amended as set forth in and attached as Exhibit "B" to this Ordinance and incorporated by these references.

SECTION 5. That the Zone District Map of the City of Escondido is hereby amended by incorporating the perimeter line shown on Exhibit "C", attached to this Ordinance and incorporated by this reference, describing the boundaries of the overlay area onto the map itself.

SECTION 6. That the City Clerk shall certify to the passage of this ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the City of Escondido.

EXHIBIT "A"
FACTORS TO BE CONSIDERED
AZ 13-0006

1. The public health, safety and welfare would not be adversely affected by approval of the proposed amendments to add an Emergency Shelter Overlay and development standards to the Zoning Code since the amendments would be consistent with the adopted Housing Element of the General Plan and the requirements specified in state law.
2. The site is suitable for the proposed amendments to the Zoning Code and the amendments would not be detrimental to surrounding properties, since the proposed Homeless Shelter Overlay was included and approved in the Housing Element of the General Plan. Additionally, allowing emergency shelters in a limited portion of the M-1 zone would be compatible with surrounding services and uses since the area is not located within the City of Escondido's Hazardous Chemical Overlay area, it is mostly developed with existing industrial and warehouse businesses in close proximity to Palomar Hospital and North County Transit District SPRINTER and BREEZE routes, and existing social services are accessible via transit.
3. The proposed amendment to the Zoning Code is consistent with the General Plan, since the overlay map has been incorporated into the adopted Housing Element and the amendment involves implementation of a program identified and approved as part of the adopted Housing Element of the General Plan.

EXHIBIT "B"

HOMELESS SHELTER OVERLAY

Proposed Amendment to

Article 26

This table is repealed and replaced:

Table 33-564

PERMITTED AND CONDITIONALLY PERMITTED PRINCIPAL USES

Use Title	I-O	M-1	M-2	I-P
Administrative and business offices	P			P
Agriculture livestock (not including animal waste processing facilities)		C	P	
Ammunition manufacturing		C	C	
Animal hospital and care		P	P	
Assembly	P	P	P	P
Auction services	P	P	P	P
Auto, RV and boat sales**	P	P	P	P
Automotive services (excluding gasoline service stations)		P	P	
Banks/automated teller machines		C	C	C
Boat repair		P	P	
Building materials**	P	P	P	P
Bulk fertilizer (not including animal waste processing facilities)			C	
Cabinet manufacturer/wholesaler**	P	P	P	P
Canning/curing seafoods		C	C	
Carpeting manufacturer/wholesaler**	P	P	P	P
Communication facilities (subject to Article 34)	P	P	P	P
Construction services	P	P	P	P
Crematoriums	P	P	P	P
Daycare				C
Electrical wholesale houses**	P	P	P	P
<u>Emergency Shelters****</u>		<u>P</u>		
Equipment sales and leasing		P	P	
Experimental-type uses	C	C	C	C
Feed stores**	P	P	P	P
Fleet fueling		P	P	
Furniture manufacturer/wholesaler**	P	P	P	P
Government services	P			
Grain mills		C	P	
Green waste compost facility			C	
Health and fitness facilities				C
Heavy construction equipment** (e.g., tractors, earth moving equipment, etc.)	P	P	P	P

Use Title	I-O	M-1	M-2	I-P
Helipads		C	C	C
Industrial hardware**	P	P	P	P
Landscape materials** (e.g., soil, compost, wood chips)	P	P	P	P
Lumber yards**	C	C	P	C
Manufacturing	P	P	P	P
Masonry products**	P	P	P	P
Materials batch plants and concrete recycling			C	
Medical laboratories	P	P	P	P
Oil refinery and bulk stations (located outside of the HCO zone)			C	
Plumbing supply**	P	P	P	P
Power plants			C	C
Primary metal manufacturing			C	
Recycling facility ¹				
Small processing facility ¹		C	P	
Large processing facility ¹		C	C	
Repair services	P	P	P	P
Restaurants		C	C	C
Slaughter houses/meat products		C	C	
Social and charitable services (including emergency shelters)***		C		
Solid waste transfer facility			C	
Storage yards		C	P	
Swap meet		C		
Trades	P	P	P	P
Transmission/communication facilities		C	C	
Transportation facilities	P	P	P	
Uses involving hazardous chemicals or waste*	C	C	C	C
Utilities	P	P	P	
Vehicle, shredding and dismantling		C	P	
Warehousing and distribution	P	P	P	P
Wholesale	P	P	P	P

* = As determined by the director of planning and building and the fire chief based on information provided by the business describing the quantity and nature of hazardous chemicals used.

** = Retail component greater than the maximum fifteen (15) percent floor area/sales allowed under "Incidental Use" regulations is allowed only in M-1 and M-2 zones, subject to conditions in section 33-566—Specialized retail uses.

*** = Only on sites immediately adjacent to the general commercial zone and within five hundred (500) feet of public transportation.

****=Only on sites within the Emergency Shelter Overlay, Figure 33-661, and subject to the requirements of Article 27.

P = Permitted use.

C = Conditional permitted use subject to issuance of a conditional use permit by the planning commission (pursuant to section 33-1200).

¹ = Pursuant to the Article 33 of the zoning code (recycling facilities).

Proposed Zoning Code Language:

Article 27 EMERGENCY SHELTER OVERLAY

Sec 33-590. Purpose.

The purpose of the Emergency Shelter Overlay is to provide an appropriate zone to accommodate year-round emergency shelters and accommodate the City's share of the unsheltered homeless population. This section provides standards for the establishment and operation of Emergency Shelters in compliance with Government Code Section 65583.

Sec 33-591. Definition.

An Emergency Shelter is housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

Sec. 33-592. Permitted Locations.

Emergency Shelters are allowed without discretionary review when located within the Emergency Shelter Overlay, Figure 33-592.

Sec. 33-593. Designation of Zone.

Establishment of the Emergency Shelter Overlay, in combination with a designated industrial zone, shall be designated on the official zoning map of the city by incorporating the perimeter line shown on Figure 33-592, describing the boundaries of the overlay area onto the map itself.

Sec. 33-594. Permit Administration.

At the time a new Emergency Shelter is requested in any new or existing building or structure, a Plot Plan application package shall be submitted to the planning division together with the application fee as established by resolution of the City Council. City staff shall review the application and associated submittal for compliance with all requirements, including the development standards in Section 33-595.

Sec. 33-595. Development Standards.

An emergency shelter proposed in the Overlay area must comply with the following:

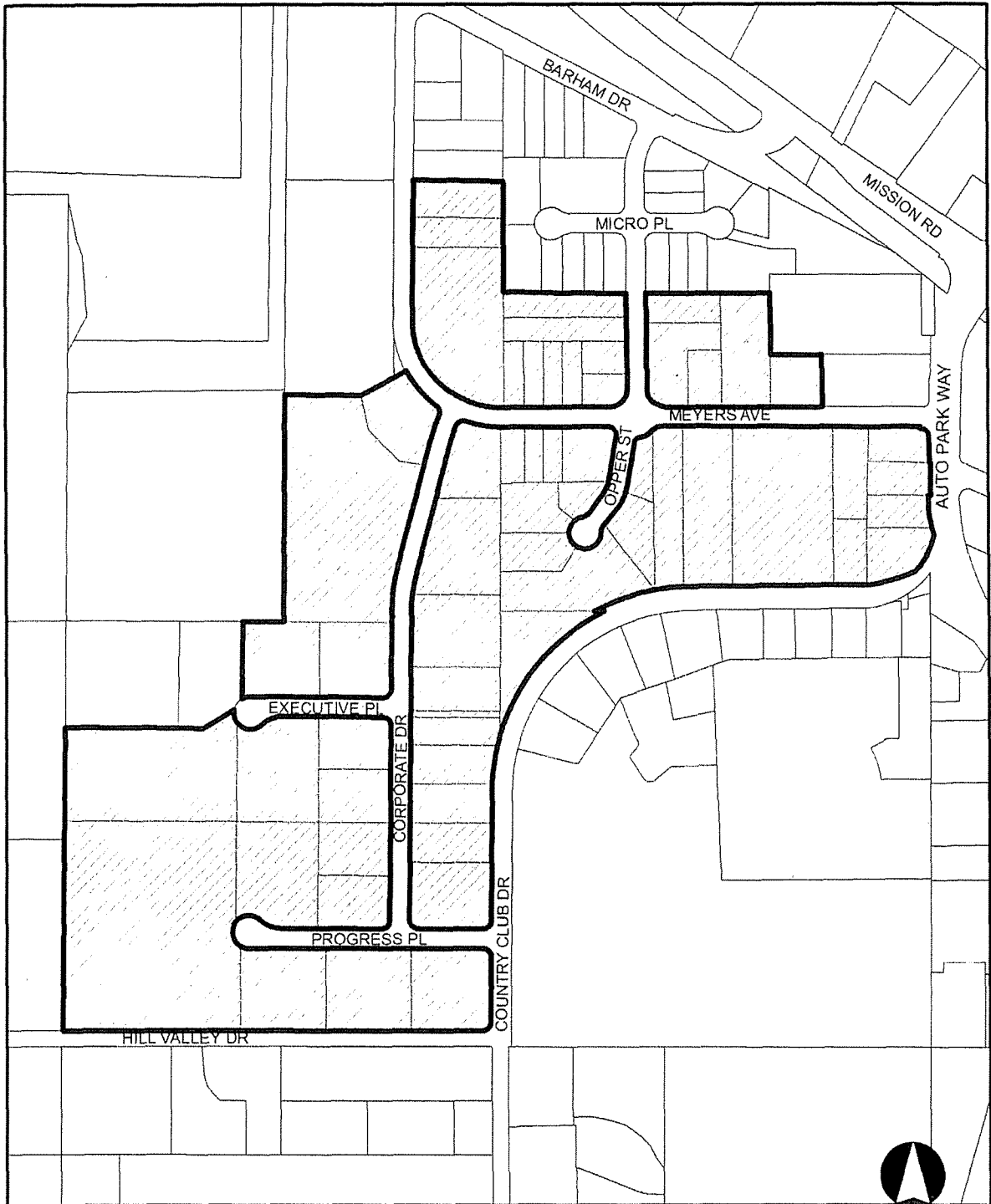
- (a) Each Emergency Shelter shall be located within an entirely enclosed, permanent structure.
- (b) Each Emergency Shelter may have a maximum of 50 beds to serve a maximum of 50 clients.
- (c) The maximum length of stay at any one time for any person shall be six months in any 12 month period.

- (d) Off-street parking shall comply with Article 36, Off-Street Parking. Non-operational non-registered vehicles shall not be kept on the site.
- (e) There shall be no camping/sleeping in vehicles permitted on the site of the shelter.
- (f) An emergency shelter shall be located at least three hundred (300) feet from another emergency shelter, as measured from property boundaries.
- (g) Each emergency shelter shall provide on-site supervision at all times when the shelter is open.
- (h) Each shelter shall conform to the requirements of the Outdoor Lighting Ordinance, Article 35.
- (i) The emergency shelter operator/provider shall submit a written management plan, to the satisfaction of the city, with the Plot Plan application for approval. The intent of the management plan is to establish operating procedures that promote compatibility with the surrounding area and businesses. The operator shall agree to maintain the standards in the management plan.

Sec. 33-596. Modification of Approval or Conditions

In the event that, after operation of an approved emergency shelter has begun, complaints are received that conditions of approval or the management plan are not adequate due to negative impacts to the surrounding properties, staff may re-address the application with the operators to determine if additional or modified conditions are needed.

**Add as Figure 33-592:
Emergency Shelter Overlay**



Proposed Amendment to: Art. 39, Off-Street Parking:

Sec. 33-765. Parking spaces required.

Except as specifically required in applicable zoning regulations, specific plans, or in section 33-782, Parking for Historic Structures, the number of off-street parking spaces shall be not less than that specified below. When an addition is made to an existing building, only the square footage in such addition need be used in computing the required off-street parking.

Use	Parking Spaces Required
Residential	
Single-family and two (2) family residences	Two (2) car garage or carport for each unit
Bed and breakfast	One (1) parking space for each sleeping room available for rent, in addition to those spaces required by this section for the primary residential use. All spaces shall be located on-site.
Second dwelling units	One (1) parking space for the unit, in addition to those spaces required by this section for the primary residential use. All spaces shall be located on-site.
Multiple Dwellings	
Bachelor	One (1) parking space per unit.
One (1) bedroom	One and one-half (1 1/2) parking space per unit.
Two (2) bedroom	One and three-quarter (1 3/4) parking space per unit.
Three (3) or more bedrooms	Two (2) parking spaces per unit. Each unit shall have a minimum of one (1) covered parking space. In addition, there shall be provided a guest parking space for each four (4) units or fraction thereof. On-street parking spaces, when approved by the staff development committee, may be counted toward fulfilling this requirement. Street frontages abutting the subject property and which are included in the circulation element of the general plan shall not be included in fulfilling this requirement.
Mobilehome parks	Two (2) parking spaces for each site. Parking may be in tandem. In addition, one (1) space for each ten (10) sites for the laundry and recreation facilities.
Rooming houses, lodging houses, clubs and fraternities having sleeping rooms	One (1) parking space for each two (2) sleeping rooms.
Sanitariums, children's homes, homes for the aged, asylums, nursing homes	One (1) parking space for each three (3) beds.
Commercial	
Automobile accessory shops	One (1) parking space for each six hundred (600) square feet of gross floor area.
Automobile service stations	One (1) parking space for each service stall.
Banks, and savings and loans	One (1) parking space for each two hundred (200) square feet of gross floor area.
Barber shops and beauty salons	One (1) parking space for every six hundred (600) square feet of gross floor area.
Furniture, large appliance stores and personal computer stores	One (1) parking space for each eight hundred (800) square feet of gross floor area.

Use	Parking Spaces Required
Hotel, motel, and bed and breakfast facility	One (1) parking space for each sleeping unit, plus one (1) parking space for the resident manager, plus one (1) loading space, minimum size ten (10) feet wide, thirty-five (35) feet long and fourteen (14) feet high for each twenty thousand (20,000) square feet of commercial use included in the facility (restaurant, bar, store, etc.), one (1) parking space for each one hundred (100) square feet of restaurant gross floor area, one (1) parking space for each one hundred (100) square feet of assembly area (meeting halls, auditoriums, conference rooms, etc.).
Motor vehicle, machinery sales and repair garages (excluding motorcycles)	One (1) parking space for each one thousand (1,000) square feet of display floor area, one (1) space for each eight hundred (800) square feet of storage area, one (1) space for each two hundred fifty (250) square feet of garage floor area.
Truck or motor home repair vehicles twenty-five (25) feet or longer	One (1) space for every one thousand (1,000) square feet.
Motorcycle sales and repair	One (1) parking space for each two hundred fifty (250) square feet of gross floor area.
Pushcart food sales	No parking shall be required for pushcart food sales facilities except as required on a case-by-case basis as determined by the community development director as part of plot plan review procedure.
Offices	
General business and professional	Four (4) parking spaces or one (1) parking space for each three hundred (300) square feet of gross floor area, whichever is greater. For offices in the industrial park zone or industrial park overlay, the requirement shall be one (1) parking space for each two hundred fifty (250) square feet of gross floor area.
Medical, dental and clinics	One (1) parking space for each two hundred (200) square feet of gross floor area.
Restaurants/Food	
Restaurants, bars, night clubs and others	
Having less than four thousand (4,000) square feet	One (1) parking space for each one hundred (100) square feet of gross floor area. Outdoor dining areas not to exceed three hundred (300) square feet shall be exempt from parking subject to Miscellaneous Use Restrictions, section 33-1111 of Article 57 of this chapter.
Having four thousand (4,000) square feet	Forty (40) parking spaces plus one (1) for each fifty (50) square feet of gross floor area over four thousand (4,000) square feet. Outdoor dining areas not to exceed three hundred (300) square feet shall be exempt from parking subject to Miscellaneous Use Restrictions, section 33-1111 of Article 57 of this chapter.
Drive-in, drive-up, drive-thru	Twenty (20) parking spaces plus one (1) for each one hundred (100) square feet of gross floor area over four thousand (4,000) square feet. Outdoor dining areas not to exceed three hundred (300) square feet shall be exempt from parking subject to Miscellaneous Use Restrictions, section 33-1111 of Article 57 of this chapter.
Product specialty, donuts, ice cream, bakery, etc.	One (1) parking space for each one hundred fifty (150) square feet. Outdoor dining areas not to exceed three hundred (300) square feet shall be exempt from parking subject to Miscellaneous Use Restrictions, section 33-1111 of Article 57 of this chapter.
Retail	
General retail, except as otherwise specified herein	One (1) parking space for each two hundred fifty (250) square feet of gross floor area.
Coin operated laundry	One (1) space per two hundred fifty (250) square feet.
Open retail, nurseries and vehicle sales lots not otherwise specified	One (1) parking space for each one thousand (1,000) square feet of lot area.

Use	Parking Spaces Required										
Trailer and boat sales lots	One (1) space per two thousand (2,000) square feet of lot supplies.										
Shopping center (for the purpose of this article, a shopping center shall have a minimum lot area of three (3) acres and have multiple uses)	One (1) parking space for each two hundred (200) square feet of gross floor area.										
Stamp redemption centers	One (1) space.										
Tailor shops, shoe repair	Three (3) parking spaces or one (1) parking space for each six hundred (600) square feet of gross floor area, whichever is greater.										
Massage parlor	One (1) space per one hundred (100) square feet.										
Recreational											
Auditoriums and other places of public assembly and clubs, lodges having no sleeping facilities	One (1) parking space for each five (5) seats and one (1) for each one hundred (100) square feet of assembly area not having fixed seats.										
Bowling alleys	Four (4) parking spaces for each alley. In addition, spaces for incidental uses shall be provided in accordance with standards specified for the particular use.										
Game and athletic courts	Two (2) parking spaces for each court.										
Gymnasium, skating rinks, billiard halls, dance schools, karate schools	One (1) parking space for each five (5) seats plus one (1) for each two hundred (200) square feet of recreation floor area.										
Golf driving ranges	One (1) parking space for each driving tee.										
Miniature or pitch and putt golf courses	Three (3) parking spaces for each hole or two (2) for each hole plus the requirement for the accessory uses, whichever is greater.										
Swimming pools	One (1) parking space for each one hundred fifty (150) square feet of gross water surface area.										
Theaters and auctions	One (1) parking space for each five (5) seats or one (1) parking space for each thirty-five (35) square feet of assembly area.										
Industrial											
Kennels, veterinary hospitals and veterinary offices	One (1) parking space for each two hundred (200) square feet of examining and operating areas, plus (1) parking space for each four hundred (400) square feet of additional floor area.										
Recycling facility	One (1) space for each five hundred (500) square feet of material processing area; one (1) space for each five thousand (5,000) square feet of outdoor storage area; one (1) space for each scale or bin plus one (1) space (for waiting) per two (2) scales or bins for customer parking.										
Manufacturing uses, research and testing laboratories, food processing, printing and engraving shops and contractors	A. Parking standards for the M-1 and M-2 zones. One (1) space for each vehicle used in conjunction with the business, plus one (1) parking space for each five hundred (500) square feet of open or enclosed area devoted to the primary use, except contractors' open storage yards one (1) space per one thousand (1,000) square foot lot. B. Parking standards for the IP and IP-O zones.										
	<table> <tr> <th>Suite Size</th><th>Space/Sq. Ft.</th></tr> <tr> <td><5,000 sq. ft.</td><td>1/400</td></tr> <tr> <td>5,000 to 9,999 sq. ft.</td><td>1/500</td></tr> <tr> <td>10,000 to 19,999 sq. ft.</td><td>1/575</td></tr> <tr> <td>>20,000 sq. ft.</td><td>1/650</td></tr> </table>	Suite Size	Space/Sq. Ft.	<5,000 sq. ft.	1/400	5,000 to 9,999 sq. ft.	1/500	10,000 to 19,999 sq. ft.	1/575	>20,000 sq. ft.	1/650
Suite Size	Space/Sq. Ft.										
<5,000 sq. ft.	1/400										
5,000 to 9,999 sq. ft.	1/500										
10,000 to 19,999 sq. ft.	1/575										
>20,000 sq. ft.	1/650										
	Plus one (1) space per one thousand (1,000) square foot lot for contractors' open storage yards.										
Salvage yard, junk yards, auto wrecking, storage yards, lumber yards and similar uses	One (1) parking space per employee on the largest shift or one (1) space per five thousand (5,000) square feet of lot area, whichever is greater.										
Truck terminals	One (1) parking space for each three thousand (3,000) square feet of lot area.										

Use

Warehouse and wholesale
business and mini-storage

Parking Spaces Required

A. Parking standards for the M-1 and M-2 zones. One (1) parking space for each eight hundred (800) square feet of gross floor area. One (1) space per five thousand (5,000) square feet of floor area and storage lot for mini-storage.

B. Parking standards for the IP and IP-O zones.

Suite Size	Space/Sq. Ft.
<5,000 sq. ft.	1/500
5,000 to 9,999 sq. ft.	1/600
10,000 to 19,999 sq. ft.	1/700
>20,000 sq. ft.	1/800

One (1) parking space per five thousand (5,000) square feet of floor area and storage lot for mini-storage.

Miscellaneous

Churches, chapels, religious
meeting halls and their accessory
uses

One (1) parking space for each five (5) seats or one (1) parking space for every one hundred (100) square feet of gross floor area for assembly areas without fixed seating (twenty-two (22) inches of linear bench constitutes one (1) seat).

Hospitals

One and one-quarter (1 1/4) parking spaces for each bed.

Libraries, museums and library
stations

One (1) parking space for each two hundred fifty (250) square feet of gross floor area.

Mortuaries

One (1) parking space for every (50) square feet of gross assembly floor area.

Schools, private and public:

Grade schools, elementary and
junior high schools

One (1) parking space for each employee and faculty member.

Senior high schools

One (1) parking space for each employee and one (1) for each three (3) students for which the facility is designed.

Trade schools, business
colleges and commercial
schools

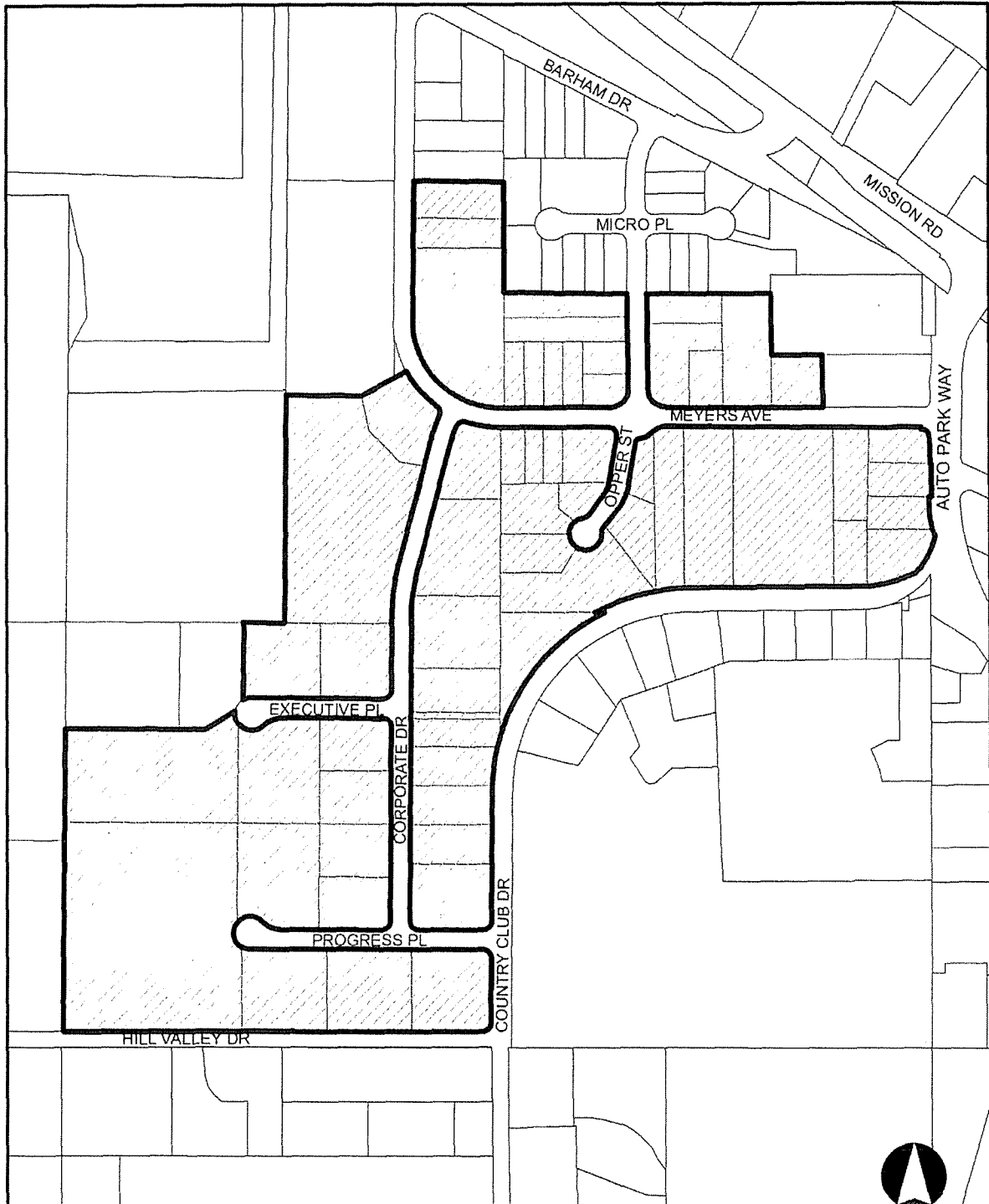
One (1) parking space for each one and one-half (1 1/2) students of the maximum capacity of the classroom plus one (1) space for each faculty member.

Emergency Shelters

One (1) parking space for each employee, volunteer, service provider and non-client who will be on-site during peak periods, plus one space per three (3) beds.

Transportation terminals and
facilities, public utilities, colleges,
stadiums, sport arenas and golf
courses

Adequate number as determined by the planning commission after special study has been performed.



CITY COUNCIL

For City Clerk's Use:

☐ APPROVED ☐ DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 9
Date: October 23, 2013

TO: Honorable Mayor and Members of the City Council
FROM: Edward N. Domingue, Public Works Director/City Engineer
SUBJECT: Anti-Graffiti Program Capital Projects

RECOMMENDATION:

It is requested that Council approve a budget adjustment augmenting the Anti-Graffiti Program as recommended below by staff with the remaining unencumbered funds from the Façade Improvement Program.

FISCAL ANALYSIS:

\$286,166 is available for transfer from the Façade Improvement Program.

BACKGROUND:

City Council on September 11, 2013 directed staff to transfer the remaining funds from the Facade Improvement Program to the Anti-Graffiti Program and outline the proposed uses for those funds. The current amount available to be transferred from the Façade Improvement Program is \$286,166. Staff has also provided a menu of items these funds could be used for and a recommendation for expenditure. The current Graffiti Eradication Team (GET), including equipment and personnel is provided at a cost of approximately \$350,000 per year.

At the meeting of September 11, 2013 council also inquired about the possibility of having all graffiti removed within 24 hours. To get close to achieving this goal more personnel and equipment would be needed. The estimated cost is an additional \$409,000 the first year and \$192,000 of additional annual costs thereafter for future years broken down as follows:

• Right of Entry Form Request Mailer	\$ 5,000
• 3- GPS Equipped Cameras	1,000
• 4- One Ton Flatbed Trucks	200,000
• 4- Power Washers	4,000
• 3- Airless Sprayers	3,000
• 1- Pressure Washer Surface Cleaner	2,000
• 1- Wet/Dry Vacuum	1,000
• 1- Street Detailer Cart	<u>600</u>

	Total One Time Cost	\$216,600
• 3- Full-time employees	Total Annual Cost*	<u>\$192,249</u>
	Total First Year Cost	<u>\$408,849</u>

*Additional annual costs for equipment/vehicle replacement not included.

It should be noted that this proposal assumes that all property owners fill out and return their right of entry forms to allow staff access to remove graffiti from private properties.

The current GET includes the following personnel and equipment:

- 1- Maintenance tech 4- streets
- 2- Maintenance tech 3- streets
- 1- 1000 hour tech- streets
- 4- 1000 hour tech- CDBG private property
- 6- Airless sprayers
- 5- Power washers
- 2- One ton flatbed trucks
- 4- Full-size pickup trucks (1- active, 3- loaner)
- 2- Light duty trucks (1- active, 1- loaner)

As a reference, the above number of GET full-time employees matches our concrete replacement, tree trimming, and striping crews which also have 3 full time employees each. All crews are also supported with part-time employees as workload requires and staffing allows.

Menu for Use of Façade Improvement Funds (\$286,166)

Staff has also developed estimates of cost for the various anti-graffiti activities discussed at the previous council meeting as well as additional tools to combat graffiti and maintain overall city appearance in critical areas. The activities focus on educational outreach, technology and equipment, and personnel to augment the City's Anti-Graffiti Program. The current list of potential tools to invest in is as follows:

Education - Outreach

Graffiti Hotline Informational Mailers \$5,000 One-time Citywide mailer containing graffiti hotline reporting and graffiti awareness information in the regular monthly utility billing add-in. Mailer would be distributed in English and Spanish.

Right of Entry Form Request Mailer \$5,000 One-time Citywide mailer sent to all property owners containing a blank Right of Entry Form to be completed and returned to the City. The form will

be kept in Public Works' files and will expedite the graffiti removal process should a property be tagged.

Informational Graffiti Hotline Posters \$2,500 Funding will cover expenses associated with the printing of posters containing Graffiti Hotline contact information and posting in City facilities and schools.

Easels \$1,000 Funding will cover the cost of purchasing easels to display Graffiti Hotline posters in City facilities.

Technology - Equipment and Materials

SEI- GPA-300 Primer and Coating \$200,000 Cost of purchasing approximately 1500 gallons each of Nano technology anti-graffiti coating and primer plus shipping. A gallon covers approximately 300 square feet depending on surface and conditions of application. Total coverage would be approximately 450,000 square feet at a cost of about \$0.44 per square foot and an average lifetime of 15 years. Anti- graffiti coating will greatly reduce graffiti removal times and costs. The coating will be used on high graffiti incident Public facilities such as right of way walls, park restrooms, signs and poles.

Artificial Landscape Barriers \$25,000 Cost to purchase and install approximately 1700 square feet of artificial (recycled plastic) ivy as an anti-graffiti barrier, including one year of annual maintenance. The Cost is \$14.50 per square foot installed and approximately \$0.25 per square foot ongoing annual maintenance cost. Maintenance includes replacement due to damage or weather discoloration. Average lifetime would be 10 years.

Motion Activated Lighting - Standard lighting \$1,000 Location specific, energy efficient lighting would be installed in Public areas and Parks to illuminate areas which are poorly lit to deter graffiti. Average installation cost is approximately \$1000 per site with ability to relocate. Lifespan would be approximately 15 years for fixtures. Ongoing maintenance and electrical costs would also be incurred.

Surveillance Cameras \$2,500 to \$4,000 Surveillance cameras would be installed in high graffiti incidence areas to capture images of taggers. Average installation costs of approximately \$2,500 to \$4,000 per hardened site. Essentially a game trail camera with additional features, including an audible capability to entice taggers to look at the camera. Camera would have the ability to be relocated as need requires. Ongoing maintenance costs would also be incurred.

GPS Equipped Camera \$333 Necessary to provide the Escondido Police Department with photographs of graffiti to accurately locate and log graffiti into Graffiti Tracker database.

One Ton Flatbed Truck \$50,000 Needed to provide and configure a vehicle for GET staff. Vehicles are configured to carry removal products, paints, and equipment. Also

used for washing operation for Grand Avenue & vicinity if that program is approved. Will be used for both activities if power washing can be completed during evening hours after Grand Avenue activities shut down. Cost of equipment is not included. Annual maintenance and replacement expenses would also be incurred. Lifespan for trucks is 15 years.

Power Washer \$1,000 Lifespan of 10 years. Minor ongoing maintenance costs.

Airless Sprayers \$1,000 Lifespan of 10 years. Minor ongoing maintenance costs.

Pressure Washer Surface Cleaner \$2,000 Will be required if Grand Avenue & vicinity ongoing power washing authorized. Needed to complete the equipment set for Grand Avenue & vicinity power washing. Lifespan of 10 years. Minor ongoing maintenance costs.

Wet/Dry Vacuum \$1,000 For Grand Avenue & vicinity power washing program. Lifespan of 10 years. Minor ongoing maintenance costs.

Street Detailer Cart \$600 Cost to outfit a "street detailer" with a supplies and equipment cart to support Grand Avenue & vicinity power washing. Ongoing costs to replenish supplies.

Personnel

Full-Time Equivalent Graffiti Technicians \$29,320 annually Represents the cost of hiring an additional two (1000 hour) temporary employees. Hourly Wage (\$13.33) + Benefits (10.006%) = \$14.66 per hour. Employees would work half weeks. Public Works would be continually training/replacing employees due to current compensation package.

Part-time Street Detailer \$20,582 annually Represents the cost of hiring one (1500 hour maximum) temporary employee. Hourly Wage (\$13.33) + Benefits (10.006%) = \$14.66 per hour for 52 weeks working 27 hours per week. The work would include maintaining Grand Avenue between North Ivy and Quince, including the Maple Street Plaza, in a debris-free manner. Would be scheduled to work Monday, Wednesday, and Friday to support local special events as well as the farmers' markets, Crusin' Grand, etc.

Full-Time Employee \$64,083 annually Represents the cost to hire one full-time permanent Maintenance Technician I/II position with benefits. Hiring would require approximately 3 to 6 months to staff up depending on the Human Resources Department workload and availability of qualified workers.

Staff Recommendation for Façade Funds

With the available one time funding, staff is recommending the following use for those funds:

- Graffiti Hotline Informational Mailers \$ 5,000

• Right of Entry Form Request Mailer	5,000
• Informational Graffiti Hotline Posters	2,500
• Easels	1,000
• SEI- GPA-300 Primer and Coating (Approx. 1200 gallons each)	157,484
• Artificial Landscape Barriers	25,000
• Surveillance Cameras (2-3 sites)	8,000
• 3- GPS Equipped Cameras	\$ 1,000
• 1- One Ton Flatbed Trucks	50,000
• 4- Power Washers	4,000
• 3- Airless Sprayers	3,000
• 1- Pressure Washer Surface Cleaner	2,000
• 1- Wet/Dry Vacuum	1,000
• 1- Street Detailer Cart	<u>600</u>
Total One Time Cost	\$265,584
• 1- Part time Street Detailer	Total Annual Cost* <u>\$20,582</u>
	Total Available Funding <u><u>\$286,166</u></u>

*Additional annual costs for equipment/vehicle replacement not included.

Respectfully submitted,



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



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: October 15, 2013
Department: Public Works
Division: Operations
Project/Budget Manager: Bud Oliveira 4665
Name Extension
Council Date (if applicable): October 23, 2013
(attach copy of staff report)

For Finance Use Only	
Log #	_____
Fiscal Year	_____
_____	Budget Balances
_____	General Fund Accts
_____	Revenue
_____	Interfund Transfers
_____	Fund Balance

ML
1

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Façade & Prop Improvements	229-101039		\$286,166
Graffiti Removal	229-NEW	\$286,166	

Explanation of Request:

To leave \$123,000 available for Façade & Property Improvement Grants and move remaining funding to fund Graffiti Removal

APPROVALS

Edna N. P. 10/16/13
Department Head Date
Jodi Cox 10/16/13
Finance Date

City Manager Date

City Clerk Date

Distribution (after approval):

Original: Finance

FUTURE CITY COUNCIL AGENDA ITEMS
October 17, 2013

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

OCTOBER 30, 2013
NO MEETING (5th Wednesday)

NOVEMBER 6, 2013
4:30 p.m.

CONSENT CALENDAR

Bid Award for the Fiscal Year 2013/2014 Street Rehabilitation Project
(E. Domingue)

Construction is comprised of removal and replacement of existing street improvements (Pavements, curb/gutter, etc.) in poor condition and installation of pedestrian ramps and vehicle detection devices.

Recycled Water Easterly Main Extension Project and Mitigated Negative Declaration (ENV 13-0007)
(B. Redlitz)

The City of Escondido is proposing to expand its existing recycled water conveyance system to deliver recycled water to identified customers located east of the City's existing recycled water service area. In order to provide recycled water to additional customers, the City would expand the existing recycled water pipeline approximately 7.4 miles and construct and operate a new recycled water pump station (6,000 gpm) currently proposed to be located within Mountain View Park, and a new recycled water storage tank (up to 2 MG) located near the City's existing Hogback Potable Reservoir (tank) on privately owned property within the County. Additionally, the project would include installation of a 12-inch brine disposal pipeline and fiber optic cables parallel to the proposed recycled water pipeline from existing infrastructure located near the City's Hale Avenue Resource Recovery Facility (HARRF). The proposed pipeline would primarily be located within City right-of-way stretching from the City's Hale Avenue Resource Recovery Facility located within the southwestern area of the City and generally following the Escondido Creek Channel to Citrus Avenue, and then along Glenridge Road and Mountain View Road through the Oak Hill Memorial Park, then along Canyon Crest Drive to County area near the existing Hogback Reservoir Tank located within the eastern area of the City.

Cemetery Pipeline Replacement Project: Easement Acquisition (APN: 240-230-29,30 & 31,/LYPPS)
(E. Domingue)

The Cemetery Pipeline Replacement Project will involve the abandonment of approximately 17,500 linear feet of existing potable water pipeline and the construction of approximately 12,6000 linear feet of new replacement potable water transmission and distribution pipeline. The project also includes 2,542 linear feet of new recycled water pipeline. The property owners impacted by the Project have asked to dedicate the new easement interests in exchange for the City quitclaiming the existing easements encumbering their properties. The new easement interest across the Lypps property crosses land that is improved with an avocado grove. The City commissioned an appraisal of the trees in order to provide just compensation to the property owner for the impacted trees. The Settlement and Release Agreement provides for payment in the amount of \$8,655, for the value of the trees, as determined by the City's appraiser.

NOVEMBER 6, 2013

Continued

CONSENT CALENDAR Continued

Adoption of Updated City of Escondido Design Standards and Standard Drawings, San Diego Regional Standard Drawings and Standard Specifications for Public Works Construction

(E. Domingue)

The City design standards and standard drawings have served as guidelines for design of public works improvements in the City of Escondido since 1982. Council adopted the latest Design Standards and Standard Drawings on May 6, 2009, and the Regional Standard Drawings and Standard Specifications on March 24, 2010. The proposed updated Standards and Drawings have been revised to reflect the current industry standards.

2013-2014 City Council Action Plan

(J. Masterson)

The City Council Action Plan represents the City Council's collective vision for Escondido's future and the key activities that will be used to achieve that vision.

Annexation of Tract 888 into the Landscape Maintenance District and Budget Adjustment for LMD Zone 38

(E. Domingue)

The owners of Tract 888 have requested the annexation of their property into the City of Escondido Landscape Maintenance District in order to provide ongoing maintenance of the proposed landscape improvements being built in the City right-of-way and landscape easement areas in conjunction with the development of their property. Funding for the budget adjustment comes from annexation fee provided by the developer.

PUBLIC HEARINGS:

Recommendations for Allocation of Federal Home Investment Partnerships (HOME) Program Funds (File # 0873-21)

(B. Redlitz)

Council approved the release of an RFP of up to \$2,200,000 for affordable housing redevelopment on August 21, 2013. HOME funds may be used solely for affordable housing purposes and must be committed by June 30, 2014. Housing projects must have all financing secured, a budget and schedule established, underwriting and subsidy layering completed and be scheduled to begin construction within 12 months of the commitment of HOME funds. Staff has reviewed the responses submitted and brings recommendations for allocation of the funds to Council.

Local Register and Mills Act Contract Request (HP 13-0002)

(B. Redlitz)

The one-story California Ranch bungalow and associated detached garage and shop buildings were built in 1937 by the Coppess Family. The property meets two of the seven criteria for Local Register listing (a minimum of two are required).

Modification of the Master Development Plan for the Centre at Lexus Escondido, CASE NO.: PHG 12-0001

(B. Redlitz)

The original Master & Precise Development Plan (PHG 2006-10-PD) for the Lexus Escondido automobile dealership and Centre was approved to allow auto sales & service, a restaurant, retail shops and a conference center. The Centre wants to expand event locations to the two existing outdoor rooftop decks and expand the types of events to include dancing and amplified music on these decks. In March 2012, a Temporary Use Permit was issued for a series of four outdoor concerts held on the westerly roof deck. This was a pilot program to gather information to use in evaluating potential impacts that the large outdoor concerts on the roof decks might create.

CURRENT BUSINESS

WORKSHOP

Future Agenda Items (D. Halverson)