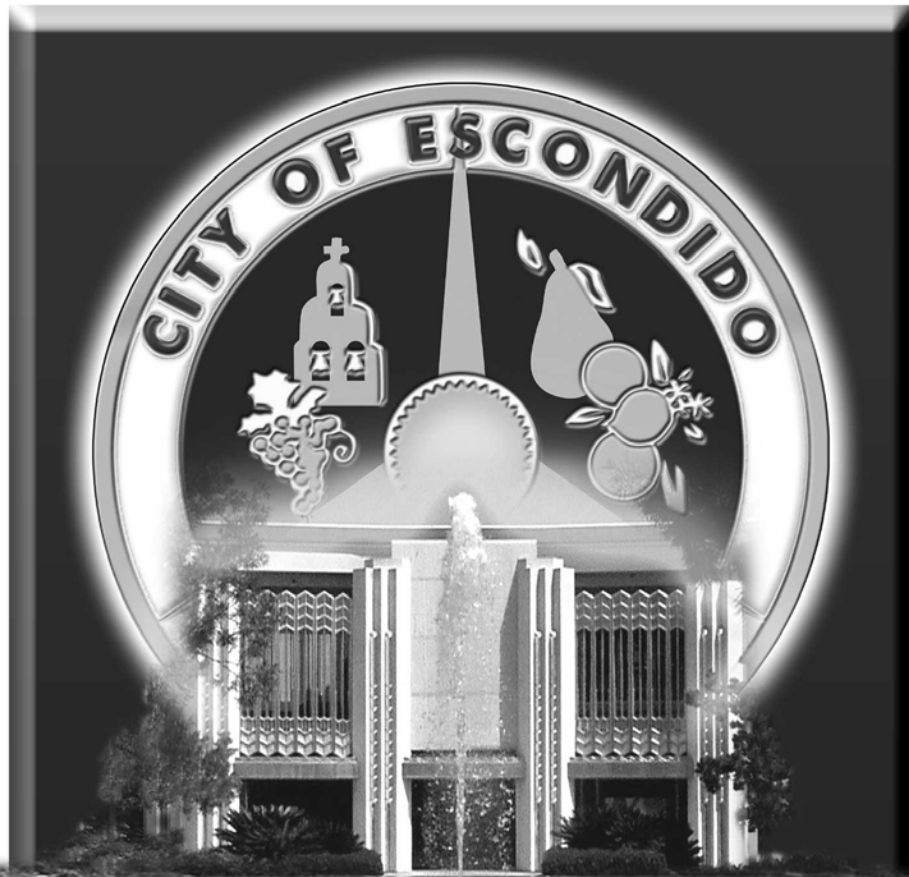




Council Meeting Agenda

March 21, 2012

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	Marie Waldron
COUNCIL MEMBERS	Olga Diaz
	Ed Gallo
	Michael Morasco
CITY MANAGER	Clay Phillips
CITY CLERK	Diane Halverson
CITY ATTORNEY	Jeffrey Epp
DIRECTOR OF COMMUNITY DEVELOPMENT	Barbara Redlitz
DIRECTOR OF ENGINEERING SERVICES	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

**March 21, 2012
3:30 p.m. Meeting**

Escondido City Council

CALL TO ORDER

ROLL CALL: Diaz, Gallo, Morasco, Waldron, 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.)

CLOSED SESSION: (COUNCIL/CDC/RRB)

- I. CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)**
 - a.** Agency negotiator: Sheryl Bennett, Clay Phillips
Employee organization: Police Officers' Association
 - b.** Agency negotiator: Sheryl Bennett, Clay Phillips
Employee organization: Escondido City Employee Association: Administrative/Clerical Engineering (ACE) Bargaining Unit
 - c.** Agency negotiator: Sheryl Bennett, Clay Phillips
Employee organization: Escondido City Employee Association: Supervisory (SUP) Bargaining Unit
 - d.** Agency negotiator: Sheryl Bennett, Clay Phillips
Employee organization: Non-Sworn Police Bargaining Unit

CLOSED SESSION: (COUNCIL/CDC/RRB) CONTINUED

- II. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Government Code §54956.9(a))**
Brian Knodel v City of Escondido; Case No. WACB No. ADJ6644368/Claim No. 08232132 and Unassigned Claim Nos. 09255642 and 09255638
- III. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION/SIGNIFICANT EXPOSURE (Government Code §54956.9(b)): One Case**

ADJOURNMENT



Council Meeting Agenda

**March 21, 2012
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

PRESENTATION: Escondido Charitable Foundation

ROLL CALL: Diaz, Gallo, Morasco, Waldron, 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.) *NOTE: Depending on the number of requests, comments may be reduced to less than 3 minutes per speaker and limited to a total of 15 minutes. Any remaining speakers will be heard during Oral Communications at the end of the meeting.*

CONSENT CALENDAR

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

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/CDC/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/CDC)**
3. **APPROVAL OF MINUTES:** Regular Meeting of February 1, 2012
Special Meeting of February 8, 2012
Regular Meeting of February 15, 2012
4. **CITY OF ESCONDIDO LANDSCAPE MAINTENANCE DISTRICT PRELIMINARY ENGINEER'S REPORT FOR ZONES 1-37 FISCAL YEAR 2012/2013** – Request Council initiate the proceedings for the annual levy of assessments for the Landscape Maintenance Assessment District (LMD) for Zones 1-37 for the 2012/2013 fiscal year, approve the Preliminary Engineer's Report and set a public hearing date.

Staff Recommendation: Approval (**Engineering Department: Frank Schmitz**)

- a. RESOLUTION NO. 2012-23
- b. RESOLUTION NO. 2012-24

5. **TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED DECEMBER 31, 2011**

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

6. **REVISIONS TO FAÇADE AND PROPERTY IMPROVEMENT PROGRAM POLICIES** – Request Council authorize the following modifications to the Façade and Property Improvement Program (FPIP) policies: 1) Increases maximum grant awards to twice their current amounts; 2) Allows all frontages on identified public ways to be factored into the linear street frontage for purposes of calculating the maximum grant award; 3) Reduces the "statute of limitations" on previous property grantees from ten to seven years; and 4) Provides an additional \$5,000 for businesses in the following pedestrian-oriented areas: Downtown Specific area, Mercado Business District, SANDAG Smart Growth areas and along the Escondido Creek Trail.

Staff Recommendation: Approval (**City Manager's Office: Michelle Gellar**)

RESOLUTION NO. 2012-28

7. **AWARD PURCHASE OF FUEL** – Request Council approve the purchase of fuel for the City of Escondido's fleet through a cooperative purchase agreement with the City of San Diego, pursuant to Escondido's Municipal Code section 10-90. The fuel will be purchased from The SOCO Group Inc.

Staff Recommendation: Approval (**Maintenance and Operations Department: Richard O'Donnell**)

CONSENT CALENDAR CONTINUED

8. **EQUIPMENT CONSIDERED FOR SALE** – Request Council approve equipment as surplus property and authorize the Director of Finance to dispose of the surplus property at an auction.

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

RESOLUTION NO. 2012-21

9. **STREAMLINING OF TRAFFIC CONTROL PLAN PROCESS FOR DOWNTOWN SPECIAL EVENTS AND BUDGET ADJUSTMENT**– Request Council authorize staff to develop a selection of preapproved traffic control plan templates to simplify the process for downtown Street closures associated with special events, modify the Fund Balance Policy and authorize a budget adjustment in the amount of \$20,000 from the General Fund Economic Development Commitment Fund to the City Manager's Professional Service Account to fund the project.

Staff Recommendation: Approval **(City Manager's Office: Michelle Geller)**

RESOLUTION NO. 2012-45

10. **AUTHORIZE THE PURCHASE OF A WASTEWATER COLLECTION VACTOR TRUCK** – Request Council approve the purchase of one (1) new Wastewater Collection Vactor truck from Haaker Equipment Company as a sole source.

Staff Recommendation: Approval **(Community Services/Fleet: Richard O'Donnell)**

RESOLUTION NO. 2012-39

11. **QUITCLAIM DEED V.I.S. LTD. - LESLIE LANE PUBLIC UTILITY EASEMENT PROJECT** – Request Council authorize the Real Property Manager and City Clerk to execute a Quitclaim Deed with a public utility easement reservation.

Staff Recommendation: Approval **(Engineering Services: Ed Domingue)**

RESOLUTION NO. 2012-32

12. **700 WEST GRAND LEASE AGREEMENT WITH TACTICAL 3RD DIMENSION SYSTEMS** – Request Council authorize the Real Property Manager and City Clerk to execute a Lease Agreement with Tactical 3rd Dimension Systems at 700 W. Grand.

Staff Recommendation: Approval **(Engineering Services: Ed Domingue)**

RESOLUTION NO. 2012-44

CONSENT CALENDAR CONTINUED

13. **700 WEST GRAND LEASE AGREEMENT WITH IREADY SYSTEMS** – Request Council authorize the Real Property Manager and City Clerk to execute a Lease Agreement with IReady Systems for property located at 700 W. Grand.

Staff Recommendation: Approval **(Engineering Services: Ed Domingue)**

RESOLUTION NO. 2012-43

14. **JOSLYN SENIOR CENTER – PROPOSED NAME CHANGE AND DESIGNATION AS A NON-SMOKING FACILITY** – Request Council authorize changing the name of the Joslyn Senior Center to the Park Avenue Community Center and approve designation as a non-smoking facility.

Staff Recommendation: Approval **(Community Services Department: Jerry Van Leeuwen)**

RESOLUTION NO. 2012-47

PUBLIC HEARINGS

15. **PONDEROSA MOBILEHOME PARK SHORT-FORM RENT INCREASE APPLICATION**– Request Council consider the short-form rent increase application submitted by Ponderosa Mobilehome Park, granting an increase of 75% of the change in the Consumer Price Index (an average of \$20.32), or 3.601% for the period of June 20, 2009, to June 30, 2011.
(Continued from January 11, 2012)

Staff Recommendation: Approval **(Community Services Department: Jerry Van Leeuwen)**

RESOLUTION NO. RRB 2012-01

16. **FIRST AMENDMENT TO THE HALL LAND CO. DEVELOPMENT AGREEMENT FOR TRACT 932 (2005-47-DA)** – Request Council authorize a First Amendment for 120 day extension for the Development Agreement to August 4, 2012.

Staff Recommendation: Approval **(City Attorney's Office: Gary McCarthy)**

ORDINANCE NO. 2012-09

CURRENT BUSINESS

17. **REPORT ON THE DRAFT FEASIBILITY STUDY OF RELOCATING THE WATER DISTRIBUTION YARD TO A SITE NEAR THE MAYFLOWER DOG PARK AT THE CURRENT CHARROS SITE** – A presentation summarizing the draft feasibility study for relocation of the water distribution yard to a site near the Mayflower Dog Park at the current Charros Site.

Staff Recommendation: Receive and file **(Utilities Department: Christopher McKinney)**

18. **AMENDMENT TO CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS) CONTRACT TO PROVIDE SECTION 20472 (DIFFERENT LEVELS OF BENEFITS), SECTION 21362 (2% AT AGE 50) AND SECTION 20037 (THREE-YEAR FINAL COMPENSATION) FOR LOCAL FIRE SAFETY EMPLOYEES** - Request Council approve amending the CalPERS contract to provide a second-tier level of benefits for employees hired after adoption of the 2% at 50 retirement benefit calculation and a three-year final compensation calculation for local Fire Safety employees.

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

- a. RESOLUTION NO. 2012-30
- b. ORDINANCE NO. 2012-06

19. **ANNUAL APPOINTMENTS TO BOARDS AND COMMISSIONS** - Request Council ratify the Mayor's appointments to serve on the Boards and Commissions.

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

WORKSHOP

20. **WORKSHOP ON CODE ENFORCEMENT ACTIVITIES** – Request Council receive annual report on current Code Enforcement Activities and options to resume proactive code enforcement.

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

FUTURE AGENDA

21. **FUTURE AGENDA ITEMS** - 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.

COUNCIL MEMBERS' COMMITTEE REPORTS/COMMENTS/BRIEFING

ADJOURNMENT

UPCOMING MEETING SCHEDULE				
Date	Day	Time	Meeting Type	Location
March 28	Wednesday	3:30 & 4:30 p.m.	Council Meeting	Council Chambers
April 4			No Meeting	
April 11			No Meeting	
April 18	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. 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.

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.ci.escondido.ca.us/government/agendas/PublishedMeetings.htm>
- 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 selecting: City Council/broadcasts of City Council Meetings/live video streaming.

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 Community Development Commission
and the Mobilehome Rent Review Board.**

**CITY HALL HOURS OF OPERATION
Monday-Thursday 7:30 a.m. to 5:30 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
February 15, 2012
3:30 p.m. Meeting Minutes

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 3:30 p.m. on Wednesday, February 15, 2012 in the Council Chambers at City Hall with Mayor Abed attending.

ATTENDANCE

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

ORAL COMMUNICATIONS

CLOSED SESSION: (COUNCIL/CDC/RRB)

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

I. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Government Code §54956.9(a))

- a.** Lloyd J. Holt Jr. v. City of Escondido CASE NO. 37-2011-00057038-CU-BC-NC
- b.** Mullins v. City of Escondido CASE NO. 37-2011-00053085-CU-PO-NC

ADJOURNMENT

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

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
February 15, 2012
4:30 p.m. Meeting Minutes

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 4:30 p.m. on Wednesday, February 15, 2012 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: Councilmember Olga Diaz, Councilmember Ed Gallo, Councilmember Michael Morasco, Deputy Mayor Marie Waldron, and Mayor Sam Abed. Quorum present.

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

ORAL COMMUNICATIONS

Roy Garrett, Escondido, asked how the new General Plan would affect Prop S.

CONSENT CALENDAR

Councilmember Gallo removed item 5, Councilmember Diaz removed item 4, Councilmember Morasco removed item 6 and Mayor Abed removed item 10 from the Consent Calendar for discussion.

MOTION: Moved by Councilmember Morasco and seconded by Councilmember Diaz that the following Consent Calendar items be approved with the exception of items 4, 5, 6 and 10. Motion carried unanimously.

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

4. **PUBLIC ART AGREEMENT FOR MAPLE STREET PEDESTRIAN PLAZA** – Request Council authorize the Mayor and City Clerk to execute an Agreement for Public Art Services in the amount of \$127,805.00 with Paul Hobson for the fabrication and installation of Public Artworks for the Maple Street Pedestrian Plaza project. (File No. 0600-10 [A-3042])

Staff Recommendation: Approval (**Engineering Services: Robert Zaino**)

RESOLUTION NO. 2012-06

Councilmember Diaz if the Public Art Commission was involved in the art selection for the Maple Street Plaza.

Jerry Van Leeuwen, Community Services Director, indicated there was a presentation to the Public Art Commission, but not a request to the Commission for funding.

MOTION: Moved by Councilmember Morasco and seconded by Councilmember Diaz to execute an Agreement for Public Art Services in the amount of \$127,805.00 with Paul Hobson for the fabrication and installation of Public Artworks for the Maple Street Pedestrian Plaza project and adopt Resolution No. 2012-06. Ayes: Abed, Diaz, Gallo and Morasco. Noes: Waldron. Absent: None. Motion carried.

5. **CAL FIRE URBAN FORESTRY INVENTORY GRANT** – Request Council authorize the Director of Community Services to submit an application to Cal Fire for an Urban Forestry Inventory Grant. (File No. 0480-70)

Staff Recommendation: Approval (**Community Services: Jerry Van Leeuwen**)

RESOLUTION NO. 2012-18

Councilmember Gallo asked who was liable if a healthy tree fell on someone.

Attorney Jeffrey Epp answered that if it was a City tree, the City would be liable.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to authorize the Director of Community Services to submit an application to Cal Fire for an Urban Forestry Inventory Grant and adopt Resolution No. 2012-18. Ayes: Diaz, Morasco and Waldron. Noes: Abed and Gallo. Absent: None. Motion carried.

6. **LAKE WOHLFORD CAFÉ CONCESSION CONTRACT** – Request Council authorize a concession sales contract with the Lake Wohlford Café, represented by Bruce M. Kamps and Phyllis A. Kamps. (File No. 0600-10 Misc.)

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

RESOLUTION NO. 2012-25

Councilmember Morasco asked if the amount of the contract was correct.

Chris McKinney, Utilities Director, indicated it was correct and the proprietors were happy with the contract.

MOTION: Moved by Councilmember Waldron and seconded by Councilmember Morasco to authorize a concession sales contract with the Lake Wohlford Café, represented by Bruce M. Kamps and Phyllis A. Kamps and adopt Resolution No. 2012-25. Motion carried unanimously.

7. **EMPLOYER PAID MEMBER CONTRIBUTIONS FOR FIRE MANAGEMENT** – Request Council approve the reduction of the Employer Paid Member Contributions paid by the City from nine percent (9%) to zero percent (0%) for Fire Management. (File No. 0740-30)

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

RESOLUTION NO. 2012-22

8. **ABANDONED VEHICLE ABATEMENT (AVA) PROGRAM RENEWAL** – Request that Council approve declaration of the City's intent to extend participation in the San Diego County AVA Program. (File No. 0660-20)

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

RESOLUTION NO. 2012-27

9. **ADOPTION OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE** – Request Council adopt a Recognized Schedule of Obligations. (File No. 0440-35)

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

RESOLUTION NO. 2012-29

10. **MODIFICATION TO SAN DIEGO COUNTY VECTOR CONTROL** – Request Council authorize the Mayor to sign a letter requesting that the County modify its Vector Control Program to include abatement measures for the eye gnat. (File No. 0230-60)

Staff Recommendation: None (**Deputy Mayor Marie Waldron and Councilmember Ed Gallo**)

Mark Lindshield, Escondido, stated that gnats have been in the City for many years and the organic farm was not responsible for the recent infestation.

Chris Wahl, Organic Farm Representative, indicated the gnats were in the area before the farm was established and stated the farmer was setting traps and taking other measures to get rid of the gnats.

Larry Michel, Escondido, encouraged the Council to send the letter to the County.

MOTION: Moved by Councilmember Waldron and seconded by Councilmember Morasco to authorize the Mayor to sign a letter requesting that the County modify its Vector Control Program to include abatement measures for the eye gnat. Motion carried unanimously.

CONSENT - RESOLUTIONS AND ORDINANCES (COUNCIL/CDC/RRB)

The following Resolutions and Ordinances were heard and acted upon by the City Council/CDC/RRB at a previous City Council/Community Development Commission/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

- 11. APPEAL OF PLANNING COMMISSION DECISION TO APPROVE A MODIFICATION TO THE CONDITIONAL USE PERMIT FOR INTERFAITH COMMUNITY SERVICES (PHG 11-0039)** – Request Council deny the appeal of a Planning Commission decision to modify the existing Conditional Use Permit for Interfaith Community Services (2004-71-CUP) to allow a temporary winter shelter for up to 40 homeless persons to operate on an annual basis from December through the end of March. (File No. 0800-40 PGH 11-0039)

Staff Recommendation: Deny the appeal and uphold the Planning Commission approval of the modification to the Conditional Use Permit to allow the operation of a temporary winter shelter on an annual basis. **(Community Development/ Planning: Barbara Redlitz)**

RESOLUTION NO. 2012-20R

Barbara Redlitz, Community Development Director, gave the staff report and presented a series of slides.

Mayor Abed opened the public hearing and asked if anyone would like to speak on this issue in any way.

Richard Batt, Interfaith Community Services Executive Director, requested the Council uphold the Planning Commission's decision.

Dave Ferguson, Attorney, urged Council to leave out the actual boundary streets in the modification.

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

MOTION: Moved by Councilmember Waldron and seconded by Mayor Abed to approve the appeal with staff's modification. Ayes: Abed and Waldron. Noes: Diaz, Gallo and Morasco. Motion failed.

MOTION: Moved by Mayor Abed and seconded by Councilmember Morasco to approve the Conditional Use Permit to allow the operation of a temporary winter shelter on an annual basis with staff's two recommended conditions and adopt Resolution No. 2012-20R. Ayes: Abed, Gallo, Morasco and Waldron. Noes: None. Abstain: Diaz. Motion carried.

CURRENT BUSINESS

- 12. RESOLUTION IN SUPPORT OF THE SAN DIEGO COUNTY WATER AUTHORITY'S LAWSUIT AGAINST THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA** – Request Council approve supporting the SDCWA's lawsuit against the MWD. (File No. 0145-80)

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

RESOLUTION NO. 2012-26

Chris McKinney, Utilities Director, introduced Marilyn Dailey and Frank Belock, San Diego County Water Authority Representatives, who gave the report and presented a series of slides.

MOTION: Moved by Councilmember Morasco and seconded by Councilmember Gallo to approve supporting the SDCWA's lawsuit against the MWD and adopt Resolution No. 2012-26. Motion carried unanimously.

- 13. JOINT USE AGREEMENT WITH SDG&E: MISSION AVENUE UNDERGROUND 69KV TRANSMISSION LINE** – Request Council authorize the Mayor and City Clerk to sign a Joint Use Agreement with SDG&E for the underground installation of existing and new 69kv transmission circuits from their Escondido substation to their Ash Street substation. (File No. 1300-20)

Staff Recommendation: Approval (**Engineering Services: Ed Domingue**)

RESOLUTION NO. 2012-01

Owen Tunnel, Engineering Services, gave the staff report and presented a series of slides.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Diaz to authorize the Mayor and City Clerk to sign a Joint Use Agreement with SDG&E for the underground installation of existing and new 69kv transmission circuits from their Escondido substation to their Ash Street substation and adopt Resolution No. 2012-01. Motion carried unanimously.

- 14. EAST VALLEY COMMUNITY CENTER COMPUTER LAB AND TECHNOLOGY CENTER** – Presentation on proposed initial construction cost and annual operating expense. (File No. 1200-40)

Staff Recommendation: Provide direction to staff (**Community Services: Jerry Van Leeuwen**)

Jerry Van Leeuwen, Community Services Director, and Jeff Wyner, Senior Librarian, gave the staff report and presented a series of slides.

Roy Garrett, Escondido, asked Council to research operating a bookmobile at the Technology Center site and to maintain short lease of the space.

COUNCIL ACTION: Council consensus to move forward while researching the use of some CDBG funds and funding a bookmobile.

WORKSHOP

- 15. TRAFFIC SIGNAL SYSTEM WORKSHOP** – Request that Council receive and file the report on the state of the City's Traffic Signal system. (File No. 1050-50)

Staff Recommendation: Receive and File Report (**Engineering Services: Ed Domingue**)

Ali Shahzad and Beth Kassebaum, Engineering Services, gave the staff report and presented a series of slides.

Tom McKeon, Engineering Company, gave a report on their company's traffic synchronization software.

COUNCIL ACTION: No action, information only

FUTURE AGENDA

- 16. FUTURE AGENDA ITEMS** - 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

Robroy Fawcett, Escondido, asked for information on the status of the voter district litigation.

COUNCIL MEMBERS' COMMITTEE REPORTS/COMMENTS/BRIEFING

Councilmember Gallo recognized the Classical Academy students and Charter High School students who attended the State of the City Address.

Councilmember Morasco indicated he had received good feedback from Escondido citizens who had attended the State of the City Address.

Councilmember Diaz read a letter from an Escondido resident who had an issue with a red light traffic citation and she asked for a review of the red light cameras.

Councilmember Waldron stated the League of California Cities was monitoring the redevelopment issues.

Mayor Abed indicated he had attended a SANDAG retreat in Barona where they discussed the Regional Comprehensive Plan and the High Speed Train.

ADJOURNMENT

Mayor Abed adjourned the meeting at 9:30 p.m.

MAYOR

CITY CLERK

MINUTES CLERK

**CITY OF ESCONDIDO
SPECIAL MEETING OF THE CITY COUNCIL
8:30 A.M. WEDNESDAY, FEBRUARY 8, 2012
CALIFORNIA CENTER FOR THE ARTS, ESCONDIDO
STATE OF THE CITY
MINUTES**

CALL TO ORDER

The Special Meeting of the City Council of the City of Escondido, California, was called to order on Wednesday, February 8, 2012 at the California Center for the Arts, Escondido with Mayor Abed presiding.

FLAG SALUTE

George Weir, Weir Asphalt, led the flag salute.

ATTENDANCE

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

RECOGNITION OF COMMUNITY AND STAFF

The following employees were acknowledged for their service to the City of Escondido:

<i>Sam Cottrell.....</i>	<i>30 years</i>
<i>Cheryl Filar.....</i>	<i>25 years</i>
<i>Corey Moles.....</i>	<i>25 years</i>
<i>Clay Phillips.....</i>	<i>25 years</i>
<i>Mary Unland.....</i>	<i>25 years</i>
<i>Kathy Winn.....</i>	<i>25 years</i>

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

<u>Recipient</u>	<u>Category</u>
<i>Carina Courtright</i>	Arts
<i>Dr. Bronner's Magic Soap</i>	Business
<i>Assistance League of Inland North County</i>	Charity
<i>Cole Preston</i>	Community Beautification
<i>Michael Rosenberg</i>	Community Beautification
<i>Escondido Mounted Posse</i>	Community Spirit
<i>Carol Rea</i>	Historic Preservation
<i>Wayne Louth</i>	Patriotism
<i>Jose Jimenez</i>	Youth Leadership

Recognition was given to the following Board and Commission members who retired during the past year:

Design Review Board

Carol Bell.....2 years
Robert James.....10 years
Edward McArdle.....2 years
Sandy McDougal.....6 years
Carol Rea.....1 year
Karl Ulle.....7 years
Merle Watson.....11 years

Library Board of Trustees

Alex Galenes.....6 years

CITY COUNCIL REMARKS

Each Councilmember gave a brief presentation providing their vision for the future, highlighting the many amenities and reasons to be proud of our City.

MAYOR'S STATE OF THE CITY ADDRESS

Mayor Sam Abed noted that since taking office in December 2010, the Current Escondido City Council had made great strides in achieving many of its collective goals to make Escondido the finest city in North County. This success is due in large measure to Council's adoption of a comprehensive City Council Action Plan that aggressively focuses on four key areas:

Financial Stability: Adopt a balanced budget; restrict funding to the City's basic core functions; implement pension reform; evaluate potential areas for outsourcing; evaluate programs to make City government more efficient.

Economic Development: Hire a consultant to develop Escondido's first Economic Development Master Plan; eliminate parking requirements for new and expanding businesses in the downtown and Mercado area; streamline rules and regulations for the development process by consolidating the Design Review

Board and Planning Commission; reinstate Economic Development staff; propose an additional 450 acres of employment land in the new General Plan; purchase software that will allow various online transactions including processing of business licenses, permits, inspection requests, submission and review of plans online and reinstate the Façade and Property Improvement Program for commercial properties.

Image and Appearance: Reinstate a modified version of the Appearance and Compliance Team; develop additional public education and outreach programs and information; evaluate and update the sign ordinance; develop strategies to address maintenance of vacant and foreclosed properties; expand City-Sourced Application beyond reporting potholes and graffiti.

Embrace Diversity and Community Outreach: Focus on community events held in downtown Escondido to unite and celebrate our community; increase opportunities for the community to provide input and feedback to the City through surveys, social media and Town Hall meetings; provide additional customer service and skills development training for employees; purchase kiosks with on-line resources to allow customers access to information at City Hall; provide government transparency to improve public trust in City government.

ORAL COMMUNICATIONS

None

ADJOURNMENT

Mayor Abed adjourned the meeting at 10:00 a.m.

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
FEBRUARY 1, 2012
3:30 p.m. Meeting Minutes

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 3:30 p.m. on Wednesday, February 1, 2012 in the Council Chambers at City Hall with mayor Abed presiding.

ATTENDANCE

The following members were present: Councilmember Olga Diaz, Councilmember Ed Gallo, and Mayor Sam Abed. Quorum present.

Deputy Mayor Marie Waldron and Councilmember Michael Morasco were absent.

Councilmember Morasco arrived at 3:40 p.m. and Deputy Mayor Marie Waldron arrived at 3:50 p.m.

ORAL COMMUNICATIONS

Wally Gutierrez, Escondido, voiced concern with recreation fees.

CLOSED SESSION: (COUNCIL/CDC/RRB)

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

Attorney Jeffrey Epp indicated there was no longer a need to discuss item Ib.

- I. CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)**
- a. Agency negotiators: Sheryl Bennett, Clay Phillips
Employee organization: Police Officers' Association
 - b. Agency negotiators: Sheryl Bennett, Clay Phillips
Employee organization: Escondido Firefighters' Association

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

- a.** Property: 700 West Grand
 Agency Negotiator: Clay Phillips
 Negotiating parties: City and T3D-Tactical 3rd Dimension, HydroGen Power Systems,
 IReady Systems, San Diego Mobile Billboards
 Under negotiation: Price and terms of payment

ADJOURNMENT

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

MAYOR

CITY CLERK

MINUTES CLERK

CITY OF ESCONDIDO
FEBRUARY 1, 2012
4:30 p.m. Meeting Minutes

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 4:30 p.m. on Wednesday, February 1, 2012 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: Councilmember Olga Diaz, Councilmember Ed Gallo, Councilmember Michael Morasco, Deputy Mayor Marie Waldron, and Mayor Sam Abed. Quorum present.

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

ORAL COMMUNICATIONS

Wally Guetirez, Escondido, voiced concern with recreation fees.

CONSENT CALENDAR

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Waldron that the following Consent Calendar items be approved. Motion carried unanimously.

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/CDC/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/CDC)**
3. **APPROVAL OF MINUTES: Regular Meeting of January 11, 2012**

4. **ESCONDIDO-VISTA WATER TREATMENT PLANT ONSITE CHLORINE GENERATION AND BUDGET ADJUSTMENT** – Request Council authorize the Mayor and City Clerk to execute an Amendment to the existing Consulting Agreement with Black & Veatch for additional engineering services for the Escondido-Vista Water Treatment Plant Onsite Chlorine Generation Project; approve a budget adjustment to fund this project, and approve a sole source with Process Solutions Inc. for the 0.8% sodium hypochlorite generation equipment. (File No. 0600-10 [A-3015])

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

RESOLUTION NO. 2012-15

5. **IMPLEMENT RECREATIONAL VEHICLE (RV) AND LARGE VEHICLES OF SEVEN FEET OR OVER PARKING PROHIBITION ALONG GRAPE DAY PARK FRONTING NORTH BROADWAY, WOODWARD AVENUE AND PORTIONS OF PENNSYLVANIA AVENUE** – Request Council approve to implement and modify the traffic schedule for time parking, to restrict vehicles seven feet tall and over from public parking spaces adjacent to Grape Day Park on North Broadway; on Woodward Avenue between North Broadway and Escondido Boulevard and on Pennsylvania Avenue between North Broadway and North Kalmia Street. (File No. 1050-50)

Staff Recommendation: Approval (**Engineering Services: Ed Domingue**)

RESOLUTION NO. 2012-02

6. **ESCONDIDO FIREFIGHTERS' ASSOCIATION CONTRACT** – Request Council approve a successor Memorandum of Understanding with the Firefighters' Association. (File No. 0740-30)

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

RESOLUTION NO. 2012-19

CONSENT - RESOLUTIONS AND ORDINANCES (COUNCIL/CDC/RRB)

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

7. **AMENDING SECTION 2-28 OF THE ESCONDIDO MUNICIPAL CODE TO CHANGE THE SALARY SCHEDULE FOR THE CITY COUNCIL MEMBERS** – Approved on January 25, 2012, with a vote of 4/1, Waldron Voting No. (File No. 0720-20)
- a. **ORDINANCE NO. 2012-04 R Second Reading and Adoption**
 - b. **ORDINANCE NO. 2012-05 Second Reading and Adoption**
8. **CONDITIONAL USE PERMIT AND ZONE CHANGE FOR ESCONDIDO FIRE STATION NO. 4 (PHG 11-0017)** – Approved on January 25, 2012, with a vote of 5/0. (File No. 0800-40 PHG-11-0017)

ORDINANCE NO. 2012-03 Second Reading and Adoption

PUBLIC HEARINGS

9. **SPECIFIC PLAN AMENDMENT (PHG 11-0034)** – Request Council approve an amendment to the Escondido Research and Technology Center (ERTC) Specific Plan to modify fencing design standards. (File No. 0800-70)

Staff Recommendation: Approval (**Planning Department: Barbara Redlitz**)

RESOLUTION NO. 2012-12

Bill Martin, Planning Department, gave the staff report and presented a series of slides.

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

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Morasco to approve an amendment to the Escondido Research and Technology Center (ERTC) Specific Plan to modify fencing design standards and adopt Resolution No. 2012-12. Motion carried unanimously.

WORKSHOP

10. **DRAFT GENERAL PLAN, DOWNTOWN SPECIFIC PLAN, CLIMATE ACTION PLAN, AND DRAFT ENVIRONMENTAL IMPACT REPORT (CASE NO: PHG 09-0020, PHG 10-0016)** – Introduce documents currently out for public review pertaining to the City's General Plan Update, gather public input and discuss timeframes and potential courses of action prior to future public hearings. (File No. 0830-20)

Staff Recommendation: Review materials, receive public input and provide direction to staff on the next steps. (**Community Development/Planning: Barbara Redlitz**)

Jay Petrek, Planning Division, gave the staff report and presented a series of slides.

Delores McQuiston, Escondido, asked for information on the SANDAG buildout portion of the General Plan.

Pamela Stahl, Escondido, distributed copies of the "minority report" and voiced concern with making changes to Proposition S in the General Plan.

Chris Nava, Escondido, suggested that no new construction impede fire and police protection.

Jerry Lenhard, Escondido, voiced concern that Proposition S would not be upheld.

M.A. Mareck, Escondido, expressed concern with the educational quality aspect of the General Plan.

William Stephenson, Escondido, asked if the General Plan would be affected if the City was a Charter City.

Mark Skok, Escondido, indicated that traffic lights be synchronized to improve air quality.

COUNCIL ACTION: Directed staff to proceed with the general plan process.

FUTURE AGENDA

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

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

Councilmember Diaz asked that the Public Art Commission give their input on the proposed art for the Maple Street Plaza.

ORAL COMMUNICATIONS

Jerry Lenhard, Escondido, voiced concern with the interpretation of Proposition S in the General Plan.

M.A. Mareck, Escondido, asked for more workshops on the General Plan.

COUNCIL MEMBERS' COMMITTEE REPORTS/COMMENTS/BRIEFING

Councilmember Gallo attended a Borders Committee meeting and reported on their tour of the San Ysidro border crossing.

Mayor Abed indicated the annual State of the City would be held on Wednesday, February 8, 2012 at 8:30 a.m. at the California Center for the Arts, Escondido.

ADJOURNMENT

Mayor Abed adjourned the meeting at 7:50 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: March 21, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Director of Engineering Services
Frank P. Schmitz, Parks and Open Space Administrator

SUBJECT: City of Escondido Landscape Maintenance District – Preliminary Engineer's Report for Zones 1-37 for Fiscal Year 2012/2013.

RECOMMENDATION:

It is requested that Council adopt Resolution Nos. 2012-23 and 2012-24 which will initiate the proceedings for the annual levy of assessments for the City of Escondido Landscape Maintenance Assessment District (LMD) (see attached map) for Zones 1-37 for the 2012/2013 fiscal year, approve the preliminary Engineer's report, and set a public hearing date of May 9, 2012.

FISCAL ANALYSIS:

The LMD reimburses all costs incurred by the City in all zones except Zones 12 and 13. The City of Escondido purchased property adjacent to the Reidy Creek environmental channel that lies within Zone 12 and therefore assumed the assessment assigned to this property. Zone 13 was formed to pay for the maintenance of the median landscaping in Centre City Parkway south of Felicita Avenue and north of Montview Drive. The City shares the cost of the maintenance in Zone 13 with the two shopping centers on either side of the parkway.

PREVIOUS ACTION:

The City Council approved the formation of the LMD in 1986.

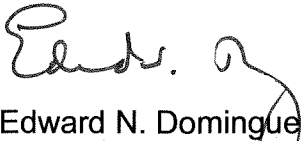
BACKGROUND:

The LMD was established as a means to fund the ongoing maintenance of certain landscape improvements associated with the development of specific properties within the City of Escondido. These landscape improvements have special benefit to those specific properties. The LMD is divided into various zones. Property owners of parcels within each zone are assessed for the benefit received within their zone for the maintenance of the landscape improvements.

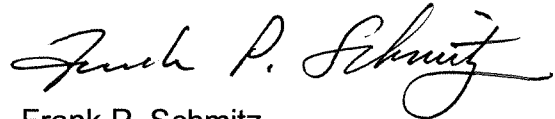
Each year the City Council is required to review and approve the upcoming fiscal year budget and assessment for the LMD. The preliminary Engineer's Report presented today details the proposed

budget and assessment for Zones 1-37 within the LMD for fiscal year 2012/2013. As part of the approval process a public hearing is held to give property owners within Zones 1-37 of the LMD the opportunity to comment on the proposed LMD budget and assessment. The final Engineer's Report for LMD Zones 1-37 for fiscal year 2012/2013 will be presented to the City Council for approval on June 20, 2012.

Respectfully submitted,

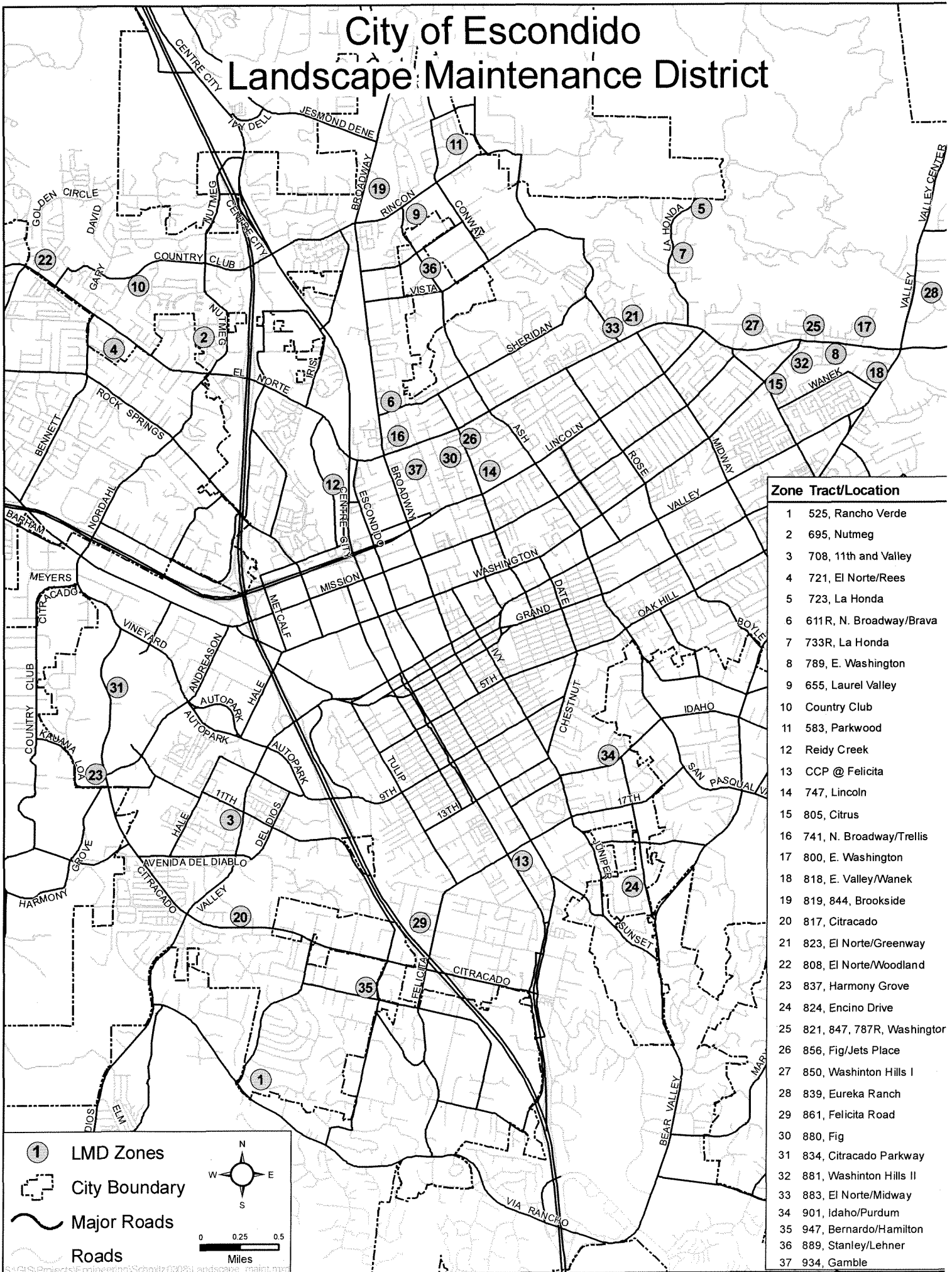


Edward N. Domingue, P.E.
Director of Engineering Services



Frank P. Schmitz
Parks and Open Space Administrator

City of Escondido Landscape Maintenance District



RESOLUTION NO. 2012-23

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
ORDERING THE PREPARATION OF AN
ASSESSMENT ENGINEER'S REPORT FOR
THE ANNUAL LEVY OF ASSESSMENTS IN
ZONES 1-37 OF THE ESCONDIDO
LANDSCAPE MAINTENANCE ASSESSMENT
DISTRICT

WHEREAS, the City Council of the City of Escondido has previously formed a maintenance district pursuant to the terms of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California (the "Act"), said maintenance district known and designated as the Escondido Landscape Maintenance Assessment District (the "Maintenance District"); and

WHEREAS, at this time the City Council desires to initiate proceedings to provide for the annual levy of assessments for the next ensuing fiscal year to provide for the annual costs of maintenance of improvements within Zones 1-37 of the Maintenance District and order the preparation and filing of an Assessment Engineer's Report for Zones 1-37.

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

1. That the above recitations are true.
2. That the public interest and convenience requires, and it is the intention of this legislative body to initiate proceedings for the annual levy and collection of special assessments for the payment of annual maintenance and/or servicing costs within Zones 1-37 of the Maintenance District for fiscal year 2012-2013.

3. That the City Engineer is hereby directed and ordered to prepare and file, or cause to be prepared and filed, an Assessment Engineer's Report as required by the provisions of the Act, Article XIID of the Constitution of the State of California ("Article XIID"), and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following) (the "Implementation Act") (the 1972 Act, Article XIID, and the Implementation Act are referred to collectively as the "Assessment Law") generally containing the following:

- A. Plans and specifications describing the general nature, location and extent of the existing improvements to be maintained;
- B. An estimate of the cost of the maintenance and/or servicing of the existing improvements for Zones 1-37 of the Maintenance District;
- C. A diagram of the Maintenance District, showing: (i) the exterior boundaries of the Maintenance District and Zones 1-37 therein; and (ii) the lines and dimensions of each lot or parcel of land within Zones 1-37 the Maintenance District which is identified by a distinctive number or letter;
- D. An assessment of the estimated costs of the maintenance and/or servicing of the existing improvements, assessing the net amount upon all assessable lots and/or parcels within Zones 1-37 of the Maintenance District in proportion of the special benefits received.

Upon completion of the preparation of said Assessment Engineer's Report, the original shall be filed with the City Clerk, who shall then submit the same to this City Council for its immediate review and consideration.

4. That the above Assessment Engineer's Report shall include all costs and expenses of said maintenance and/or servicing of existing improvements relating to fiscal year 2012-2013.

5. That this Resolution shall take effect immediately upon its adoption.

RESOLUTION NO. 2012-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, PRELIMINARILY APPROVING THE ASSESSMENT ENGINEER'S REPORT, DECLARING ITS INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS IN THE ESCONDIDO LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT, AND SETTING THE TIME AND PLACE FOR PUBLIC HEARINGS THEREON

WHEREAS, the City Council of the City of Escondido has previously formed a maintenance district pursuant to the terms of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California (the "Act"), and the Article XIID of the Constitution of the State of California ("Article XIID"), and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 and following) (the "Implementation Act") (the 1972 Act, Article XIID, and the Implementation Act are referred collectively as the "Assessment Law"). Such maintenance district is known and designated as the Escondido Landscape Maintenance Assessment District (the "Maintenance District"); and

WHEREAS, there has been established by the City 37 zones within the Maintenance District (each individually referenced as a "Zone"); and

WHEREAS, the City Council ordered the preparation of an Assessment Engineer's Report (the "Assessment Engineer's Report") to provide for the annual levy of assessments for the Maintenance District and each Zone thereof for the next ensuing fiscal year to provide for the costs and expenses necessary to pay for the maintenance and servicing of the improvements in the Maintenance District; and

WHEREAS, there has been presented to the City Council and is on file with the City Clerk the Assessment Engineer's Report for the Maintenance District, attached hereto as Exhibit "A" and by this referenced incorporated herein, as required by the Assessment Law, which Assessment Engineer's Report provides a full and detailed description of the improvements, boundaries of the Maintenance District and zones therein, and the proposed assessments on the assessable lots and parcels of land within the Maintenance District; and

WHEREAS, this City Council has now carefully examined and reviewed the Assessment Engineer's Report as presented, and is satisfied with each and all of the items and documents as set forth therein pertaining to Zones 1 through 37, and is satisfied that the assessments for Zones 1 through 37, on a preliminary basis, have been spread in accordance with the special benefits received from the improvements to be maintained, as set forth in the Assessment Engineer's Report; and

WHEREAS, the proposed annual assessments for Zones 1 through 37 for fiscal year 2012-2013 as set forth in the Assessment Engineer's Report do not exceed the maximum annual assessments as previously authorized to be levied by the previously approved formula for Zones 1 through 37 of the Maintenance District and, therefore, in accordance with the Assessment Law, the proposed levy of assessments for fiscal year 2012-2013 are not deemed to be "increased" over the maximum authorized annual assessments for such Zones; and

WHEREAS, the City Council desires to preliminarily approve such Assessment Engineer's Report pertaining to Zones 1 through 37 and intends to conduct the

proceedings to authorize the annual levy and collection of the assessments within Zones 1 through 37 of the Maintenance District for fiscal year 2012-2013; and

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

1. The above recitations are true.
2. The public interest and convenience requires the levy and collection of assessments within the Maintenance District for fiscal year 2012-2013 to pay the annual costs and expenses for the maintenance and/or servicing of the improvements for Zones 1 through 37 of the above-referenced Maintenance District.
3. The existing improvements are of special benefit to certain identified properties within the boundaries of Zones 1 through 37 of the Maintenance District.
4. The Assessment Engineer's Report as it pertains to Zones 1 through 37, as presented, is hereby approved on a preliminary basis, and is ordered to be filed in the office of the City Clerk as a permanent record and to remain open to public inspection. Reference is made to the Assessment Engineer's Report for (a) a full and detailed description of the existing improvements proposed to be maintained; (b) the boundaries of the Maintenance District and the Zones therein; and (c) the proposed assessments upon assessable lots and parcels of land within the Maintenance District. There are no substantial changes proposed to be made in the existing improvements. For further particulars, reference is made to the diagram of the Maintenance District as previously approved by this City Council, a copy of which is on file in the Office of the

City Clerk of the City of Escondido and open for public inspection, and is designated by the name of the Maintenance District.

5. The public interest and convenience requires, and it is the intention of this City Council to order the annual levy and collection of the assessments for Zones 1 through 37 of the Maintenance District as set forth and described in the Assessment Engineer's Report, and further it is determined to be in the best public interest and convenience to levy and collect annual assessments to pay the costs and expense of said maintenance and improvements as estimated in the Assessment Engineer's Report. All costs and expenses of the maintenance and incidental expenses have been apportioned and distributed to the benefiting parcels in Zones 1 through 37 in accordance with the special benefits received from the existing improvements. Assessments are proposed to be levied as follows:

A. Assessments proposed to be levied on parcels within Zones 1 through 37 of the Maintenance District are not proposed to be increased from those as previously authorized to be levied within such Zones.

B. The maximum assessments authorized to be levied in Zones 1, 4, 6, 7, 9, 10, 13 through 30, and 32 through 36, have been adjusted for inflation by the increase in the Consumer Price Index – All Urban Consumers, San Diego Area, as published by the Bureau of Labor Statistics. Adjustment of the maximum authorized assessments by such formula has been previously approved. No increase in the assessments beyond the maximum authorized assessments, as adjusted for inflation, is proposed for any of these Zones.

6. **NOTICE IS HEREBY GIVEN** that a public hearing will be held on May 9, 2012, at 4:30 p.m., or as soon thereafter as the matter may be heard, in the regular meeting place of this City Council, located at 201 North Broadway, Escondido, California 92025, which are the time, date, and place fixed by the City Council for the hearing of protests or objections in reference to the annual levy of assessments within Zones 1 through 37 of the Maintenance District, to the extent of the maintenance, by any interested person and any other matters contained in this Resolution. At such time the City Council will consider and finally determine whether to levy the proposed annual assessments.

The City Council shall consider all objections or protests, if any, to the annual assessments proposed to be levied on all properties located in Zones 1 through 37. Any person interested may file a written protest prior to the close of the public hearing referred to herein or, having filed such a protest, may file a written withdrawal of that protest prior to the close of such hearing, which shall occur upon the conclusion of public testimony. Any such written protest must state all grounds for objection. A written protest by a property owner must contain a description sufficient to identify the property owned by such person, e.g., assessor's parcel number.

Any interested person may mail a protest to the following address:

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

To be considered by the City Council, all protests must be received prior to the conclusion of the public hearing. **A postmark on an envelope returning a written**

protest which is postmarked prior to such date and time but not received until after the conclusion of the public hearing will not be considered.

7. The City Clerk is authorized and directed to give notice of the public hearing for the annual levy and collection of the assessments within Zones 1 through 37 as required by law by causing a copy of this Resolution to be published one time in a newspaper of general circulation within the City of Escondido; said publication to be completed not less than ten (10) days prior to the date set for the public hearing.

8. For any and all information relating to these proceedings, including information relating to protest procedure, your attention is directed to the person designated below:

Frank Schmitz
Engineering Services Department
City of Escondido
201 North Broadway
Escondido, CA 92025
(760) 839-4039

9. This Resolution shall take effect immediately upon its adoption.

Assessment Engineer's Report Zones 1 to 37

City of Escondido
201 North Broadway – Escondido California 92025
Landscape Maintenance Assessment District

PRELIMINARY REPORT

March 21, 2012

Report pursuant to the Landscaping and Lighting Act of 1972, Part 2 Division 15 of the Streets and Highways Code, Article XIII.D. of the California Constitution, and Proposition 218 Omnibus Implementation Act (Government Code Section 53750 et seq.). The Streets and Highways Code, Part 2, Division 15, Article 4, commencing with Section 22565, directs the preparation of the Assessment Engineer's Report for each fiscal year for which assessments are to be levied and collected to pay the costs of the improvements described herein.

**DUE TO THE NUMBER OF PAGES OF EXHIBIT(S) A COMPLETE SET IS
AVAILABLE IN THE OFFICE OF THE CITY CLERK OR CITY ATTORNEY.
For Councilmembers, a set is available in the Council reading file.**

SPECIAL DISTRICT FINANCING & ADMINISTRATION

437 West Grand Avenue
Escondido CA 92025
760-233-2630 Fax 233-2631

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 5

Date: March 21, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Kenneth C. Hugins, City Treasurer

SUBJECT: Treasurer's Investment Report for the Quarter Ended December 31, 2011

RECOMMENDATION:

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

PREVIOUS ACTION:

The Investment Report for the quarter ended September 30, 2011, was filed with the City Clerk's Office on November 7, 2011, and presented to the City Council on November 16, 2011.

BACKGROUND:

From October 1, 2011, to December 31, 2011, the City's investment portfolio increased from \$118.4 million to \$125.9 million. The adjusted average yield decreased from 1.98 % to 1.69 %. An excess of cash receipt inflows over cash payment outflows for the quarter resulted in an increase of \$7.5 million in the book value of the investment portfolio. Major components of the net \$7.5 million increase are:

	IN MILLIONS
County Property Tax Allocation	\$ 6.4
County Property Tax Increment Allocation	8.5
Sales Tax Allocations	4.9
County Water Authority Payments	(4.5)
CALPERS Contributions	(3.5)
Employee Health Payments	(1.4)
Third December Payroll	(1.5)
Advance to California Center for the Arts	(.2)
Net Increase in Operational Account	(1.2)
Net Increase to Investment Portfolio	\$ <u>7.5</u>

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

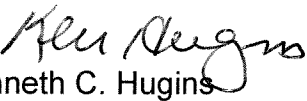
- Summary of Investment Allocation Graph as of December 31, 2011
- Summary of General Obligation Bond Proceeds Balance as of December 31, 2011
- Summary of Investment Portfolio Yield for the last 12 months
- Summary and Detailed Reports of Investment Portfolio – October 2011 through December 2011
- Schedule of Investments Matured and Sold – Fourth Quarter 2011
- Schedule of Funds Managed by Outside Parties as of December 31, 2011

The General Obligation bond proceeds are invested in a separate LAIF account as authorized by Council on August 9, 2006. This is a permitted investment pursuant to the bond's Official Statement and also meets the City's investment objectives of safety, liquidity, and risk.

There are adequate funds to meet the next six month's expected expenditures. The Union Bank of California's monthly statement is the source for the market valuation. Investment transactions are executed in compliance with the City of Escondido's Investment Policy. Investment purchases have been made in accordance with the City's prioritized Investment Policy objectives of safety of principal, sufficiency of liquidity and maximization of yield. The City's investment portfolio has therefore historically been comprised of United States Treasury Notes, obligations issued by United States Government Agencies, Money Market funds and investments in the Local Agency Investment fund (LAIF) established by the State Treasurer. Over the past four years, a greater than 50% decline in the City's investment portfolio yield has been realized, decreasing from 3.7% at December, 2008 to 1.7% at December, 2011. This decline is representative of the continuous decline in investment interest rates and the portfolio's maturing, higher yielding investments being replaced with newer, lower yielding investments.

The City's investment committee recently met to discuss the portfolio investments and current yields. The investment committee will continue to monitor the City's portfolio trends and will investigate the feasibility of other allowable investment options that are consistent with the City's investment strategy and objectives. During the remaining half of fiscal year 2012, additional information on these options and recommendations will be communicated to council by the investment committee.

Respectfully submitted,


Kenneth C. Hugins
City Treasurer

City of Escondido
Summary of Investment Allocation
as of December 31, 2011

Investment Type	Book Value	Market Value	Percent of Portfolio at Market
Federal Farm Credit Bank Notes	\$ 8,278,634.26	\$ 8,501,750.00	6.66%
Federal Home Loan Bank Notes	38,299,850.32	39,175,848.70	30.67%
Federal Home Loan Mortgage Corp. Notes (FreddieMac)	25,523,092.66	26,172,560.00	20.49%
Federal National Mortgage Assoc. Notes (FannieMae)	22,340,483.92	22,763,348.50	17.82%
US Treasury Notes	1,580,428.96	1,647,049.75	1.29%
Local Agency Investment Fund (LAIF)	25,049,848.01	25,049,848.01	19.61%
Money Market	4,420,222.61	4,420,222.61	3.46%

Total Investment Portfolio - December 2011	\$125,492,560.74	\$127,730,627.57	100%
---	-------------------------	-------------------------	-------------

2004 Election General Obligation Bond Proceeds held separately in LAIF	\$ 415,305.06	\$ 415,305.06	
---	---------------	---------------	--

Reported Total Investments- December 2011	\$125,907,865.80	\$128,145,932.63	
--	-------------------------	-------------------------	--

Total Investment Portfolio - September 2011	\$117,974,987.21	\$120,390,854.14	
2004 Election General Obligation LAIF- September 2011	\$ 414,907.26	\$ 414,907.26	

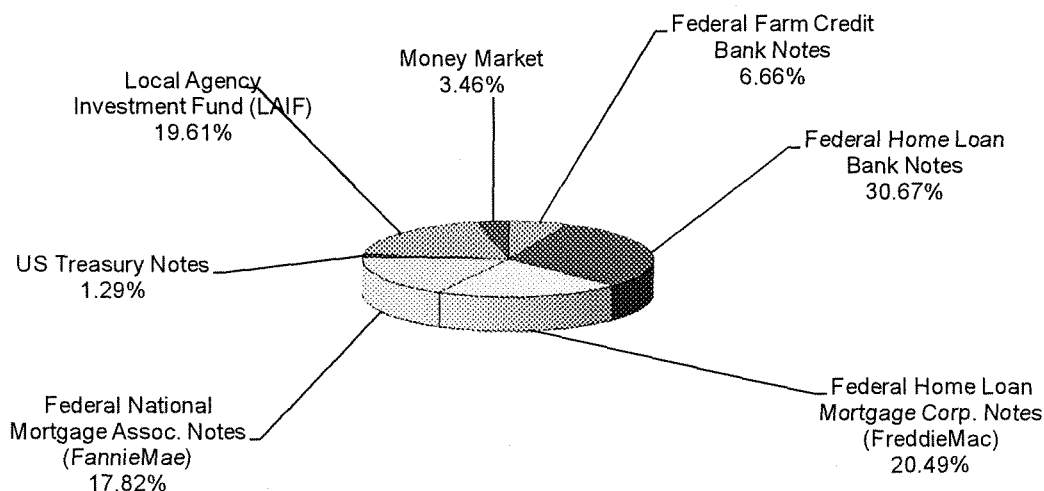
Reported Total Investments- September 2011	\$118,389,894.47	\$120,805,761.40	
---	-------------------------	-------------------------	--

Change from Prior Quarter	\$ 7,517,971.33	\$ 7,340,171.23	
----------------------------------	------------------------	------------------------	--

Portfolio Effective Duration	1.786
-------------------------------------	--------------

Portfolio Effective Duration - (Excluding LAIF and Money Market)	2.330
---	--------------

Summary of Investment Allocation as of December 31, 2011
(Excluding General Obligation Bond Proceeds)



City of Escondido
General Obligation Bonds, Election of 2004, Series A
Public Safety Facilities Project
Calculation of Bond Proceeds Balance
As of December 31, 2011

Description	other Interest Earnings	(*) LAIF Interest Earnings	Project Cost Reimbursement to the City	Balance
Par Value				\$ 84,350,000.00
Add:				
Original Issue Bond Premium				914,861.55
Less:				
Underwriter's Discount				(292,829.00)
Cost of Issuance Expense				(220,000.00)
Credit Enhancement				(275,000.00)
Net Bond Proceeds				84,477,032.55
Monthly Activities:				
August to September 2006	\$ 48.33	\$ -	\$ (3,190,032.55)	81,287,000.00
September 2006 - Interest withdrawn	(48.33)	-		
October to December 2006		445,726.90	(3,300,000.00)	78,432,726.90
January to March 2007		1,033,671.72	(1,880,000.00)	77,586,398.62
April to June 2007		996,045.58	(200,000.00)	78,382,444.20
July to September 2007		1,022,452.03	(1,670,000.00)	77,734,896.23
October to December 2007		1,033,456.91	(1,980,000.00)	76,788,353.14
January to March 2008		970,394.61	(6,250,000.00)	71,508,747.75
April to June 2008		774,021.46	(8,300,000.00)	63,982,769.21
June 2008 - Interest Drawdown		(1,513,000.00)		62,469,769.21
July - September 2008		530,295.74	(14,000,000.00)	49,000,064.95
October to December 2008		386,163.16	(10,700,000.00)	38,686,228.11
January to March 2009		284,700.95	(7,500,000.00)	31,470,929.06
April to June 2009		169,983.58	(10,533,000.00)	21,107,912.64
July to September 2009		101,934.35	(7,300,000.00)	13,909,846.99
October to December 2009		42,769.87	(6,600,000.00)	7,352,616.86
January to March 2010		17,670.57	(1,074,000.00)	6,296,287.43
Feb 2010 - Interest Drawdown		(626,000.00)		5,670,287.43
April to June 2010		9,059.54		5,679,346.97
April 2010 - Interest Drawdown		(1,300,000.00)		4,379,346.97
June 2010 - Interest Drawdown		(1,825,000.00)		2,554,346.97
July to September 2010		6,114.18		2,560,461.15
August 2010 - Interest Drawdown		(1,300,000.00)		1,260,461.15
October 2010		2,484.95		1,262,946.10
November 2010 - Interest Drawdown		(850,000.00)		412,946.10
October to December 2010		951.61		413,897.71
January to March 2011		517.72		414,415.43
April to June 2011		491.83		414,907.26
July to September 2011		397.80		415,305.06
Ending Balance, 12/31/2011	\$ -	\$ 415,305.06	\$ (84,477,032.55)	\$ 415,305.06

(*) LAIF Interest is paid quarterly in the month following quarter end.

CITY OF ESCONDIDO
SUMMARY OF INVESTMENT PORTFOLIO YIELDS
FOR THE LAST 12 MONTHS
as of December 31, 2011

Date	Book Value	Yield
Dec-11	\$125,907,865.80	1.6850%
Nov-11	\$117,689,596.45	1.8520%
Oct-11	\$115,251,419.20	1.9420%
Sep-11	\$118,389,894.47	1.9810%
Aug-11	\$121,316,911.31	2.0010%
Jul-11	\$134,853,312.17	2.0280%
Jun-11	\$137,936,173.75	2.1110%
May-11	\$147,129,978.08	2.0310%
Apr-11	\$140,119,784.16	2.0780%
Mar-11	\$131,558,926.62	2.0120%
Feb-11	\$134,759,167.06	2.0410%
Jan-11	\$141,503,295.59	2.0150%

Average Annual Investment Portfolio Yield 1.9814%



**City of Escondido
Portfolio Management
Portfolio Summary
October 1, 2011**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Days to Maturity	YTM/C
Calif. Local Agency Investment Fund	17,525,232.74	17,525,232.74	17,525,232.74	14.80	1	0.378
Money Market Accounting	1,517,882.92	1,517,882.92	1,517,882.92	1.28	1	0.250
Federal Agency Coupon Securities	95,741,000.00	99,695,329.48	97,348,614.48	82.23	873	2.290
Treasury Coupon Securities	1,575,000.00	1,652,409.00	1,581,062.49	1.34	972	2.789
LAIF - Public Safety Facility Bonds	414,907.26	414,907.26	414,907.26	0.35	1	0.378
Investments	116,774,022.92	120,805,761.40	118,387,699.89	100.00%	731	1.981

	October 1 Month Ending	Fiscal Year To Date
Total Earnings		
Current Year	6,509.36	654,422.61
Average Daily Balance	118,387,699.89	127,975,106.17
Effective Rate of Return	2.01%	2.01%

Kenneth C. Hugins 3/11/12
Kenneth C. Hugins, City Treasurer

City of Escondido
Portfolio Management
Portfolio Details - Investments
October 31, 2011

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
Calif. Local Agency Investment Fund											
SYS1000	1000	Local Agency Investment Fund			17,549,851.70	17,549,851.70	17,549,851.70	0.385	1	0.385	
SYS1001	1001	Local Agency Investment Fund			0.00	0.00	0.00	0.448	1	0.448	
		Subtotal and Average	17,539,527.62		17,549,851.70	17,549,851.70	17,549,851.70		1	0.385	
Money Market Accounting											
SYS2001	2001	Bank of America			1,418,048.69	1,418,048.69	1,418,048.69	0.200	1	0.200	
		Subtotal and Average	1,030,791.49		1,418,048.69	1,418,048.69	1,418,048.69		1	0.200	
Federal Agency Coupon Securities											
3133MUJQ1	3275	Federal Home Loan Bank		05/14/2008	1,000,000.00	1,001,850.00	1,000,495.38	4.875	14	3.510	11/15/2011
3128X3K69	3269	Federal Home Loan Mtg Assoc		04/22/2008	1,000,000.00	1,001,710.00	1,000,395.67	4.500	14	3.410	11/15/2011
3134A1GH7	3244	Federal Home Loan Mtg Assoc		03/30/2007	1,800,000.00	1,810,692.00	1,802,449.09	6.480	34	4.850	12/05/2011
31359M5H2	3248	Federal National Mtg Assoc		04/18/2007	2,000,000.00	2,028,320.00	2,000,222.32	5.000	107	4.955	02/16/2012
3137EAA00	3250	Federal Home Loan Mtg Assoc		05/22/2007	1,000,000.00	1,016,010.00	999,176.69	4.750	125	5.020	03/05/2012
3137EAA00	3260	Federal Home Loan Mtg Assoc		06/18/2007	500,000.00	508,005.00	498,910.20	4.750	125	5.474	03/05/2012
3133XJUT3	3242	Federal Home Loan Bank		03/19/2007	1,000,000.00	1,017,410.00	1,000,585.87	5.000	129	4.810	03/09/2012
31331GNQ8	3291	Federal Farm Credit		05/28/2009	2,000,000.00	2,019,600.00	2,004,945.22	2.250	175	1.719	04/24/2012
3133XKSK2	3276	Federal Home Loan Bank		05/14/2008	1,000,000.00	1,025,350.00	1,006,458.12	4.875	220	3.710	06/08/2012
3137EACC1	3292	Federal Home Loan Mtg Assoc		05/28/2009	2,000,000.00	2,018,760.00	1,999,387.42	1.750	227	1.801	06/15/2012
3133XTHE9	3295	Federal Home Loan Bank		08/05/2009	1,000,000.00	1,012,030.00	1,000,440.64	2.000	255	1.935	07/13/2012
31359MYQ0	3270	Federal Home Loan Bank		04/22/2008	2,000,000.00	2,071,240.00	2,018,498.39	5.000	275	3.660	08/02/2012
31359MYQ0	3272	Federal National Mtg Assoc		04/25/2008	1,000,000.00	1,035,620.00	1,008,965.74	5.000	275	3.700	08/02/2012
3137EAAV1	3290	Federal Home Loan Mtg Assoc		05/28/2009	3,000,000.00	3,125,970.00	3,084,677.99	5.500	293	1.860	08/20/2012
3133XYF91	3318	Federal Home Loan Bank		05/10/2010	2,000,000.00	2,016,440.00	1,999,835.36	1.250	300	1.260	08/27/2012
3133XX4Z7	3310	Federal Home Loan Bank		03/23/2010	2,000,000.00	2,017,300.00	2,000,801.05	1.350	301	1.299	08/28/2012
3133XUK93	3316	Federal Home Loan Bank		05/05/2010	3,000,000.00	3,044,130.00	3,016,623.29	2.000	318	1.350	09/14/2012
3133XML66	3279	Federal Home Loan Bank		10/29/2008	2,000,000.00	2,082,120.00	2,008,158.90	4.625	344	4.150	10/10/2012
3133XXLX3	3312	Federal Home Loan Bank		03/23/2010	2,000,000.00	2,020,620.00	1,999,018.33	1.375	360	1.426	10/26/2012
3133XVNT42	3304	Federal Home Loan Bank		03/24/2010	1,000,000.00	1,015,180.00	1,002,253.51	1.750	409	1.543	12/14/2012
31359MQV8	3273	Federal National Mtg Assoc		04/25/2008	2,000,000.00	2,114,760.00	2,022,178.80	4.750	478	3.811	02/21/2013
31359MQV8	3294	Federal National Mtg Assoc		07/23/2009	2,000,000.00	2,114,760.00	2,067,500.47	4.750	478	2.055	02/21/2013
3133XPBB9	3293	Federal Home Loan Bank		06/17/2009	1,535,000.00	1,592,255.50	1,548,707.78	3.125	493	2.430	03/08/2013
31331VTY2	3277	Federal Farm Credit		05/14/2008	1,000,000.00	1,066,730.00	1,016,644.77	5.200	505	3.870	03/20/2013
31331Y2Q2	3308	Federal Farm Credit		03/23/2010	2,000,000.00	2,129,180.00	2,078,474.60	4.250	615	1.840	07/08/2013
31359MSL80	3317	Federal National Mtg Assoc		05/05/2010	1,000,000.00	1,067,750.00	1,043,483.61	4.375	624	1.750	07/17/2013
3133XXL21	3311	Federal Home Loan Bank		03/23/2010	3,000,000.00	3,079,350.00	2,998,673.48	1.875	668	1.900	08/30/2013

Portfolio CITY
AP
PM (PRF_PM2) 7.2.5

Report Ver. 7.3.2

City of Escondido
Portfolio Management
Portfolio Details - Investments
October 31, 2011

Page 2

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
Federal Agency Coupon Securities											
3133XUP20	3302	Federal Home Loan Bank		03/24/2010	3,000,000.00	3,122,340.00	3,036,672.15	2.625	682	2.221	09/13/2013
3133XUP20	3314	Federal Home Loan Bank		05/05/2010	1,050,000.00	1,092,819.00	1,064,462.46	2.625	682	1.860	09/13/2013
31364GBF54	3315	Federal National Mtg Assoc		05/05/2010	1,006,000.00	1,099,336.68	1,070,164.19	5.380	701	1.930	10/02/2013
3133XYDK8	3319	Federal Home Loan Bank		05/07/2010	1,000,000.00	1,030,720.00	1,002,206.59	2.000	727	1.885	10/28/2013
3133XHW57	3303	Federal Home Loan Bank		03/24/2010	1,350,000.00	1,473,795.00	1,425,639.03	4.875	773	2.108	12/13/2013
3137EACD9	3321	Federal Home Loan Mtg Assoc		06/18/2010	5,000,000.00	5,315,550.00	5,147,016.32	3.000	1,000	1.880	07/28/2014
3133XUMR1	3322	Federal Home Loan Bank		06/18/2010	1,000,000.00	1,067,810.00	1,032,472.44	3.250	1,046	2.060	09/12/2014
31359MWJ8	3320	Federal National Mtg Assoc		06/18/2010	1,000,000.00	1,116,180.00	1,074,798.45	4.625	1,079	1.972	10/15/2014
31331SNP4	3323	Federal Farm Credit		06/18/2010	1,000,000.00	1,121,800.00	1,072,187.09	4.550	1,219	2.260	03/04/2015
3133XTYD2	10011	Federal Home Loan Bank		09/30/2010	1,000,000.00	1,108,800.00	1,087,718.16	4.000	1,323	1.485	06/16/2015
31398AU34	10013	Federal National Mtg Assoc		09/30/2010	1,000,000.00	1,056,130.00	1,032,194.70	2.375	1,365	1.480	07/28/2015
31398AU34	10016	Federal National Mtg Assoc		03/24/2011	2,000,000.00	2,112,260.00	2,030,259.27	2.375	1,365	1.951	07/28/2015
31337ONE4	10018	Federal Home Loan Bank		03/24/2011	1,000,000.00	1,025,290.00	988,381.63	1.630	1,388	1.950	08/20/2015
31337OBJ5	10012	Federal Home Loan Bank		09/30/2010	1,000,000.00	1,026,980.00	1,008,327.51	1.750	1,410	1.525	09/11/2015
3133716Z4	10009	Federal Home Loan Bank		09/30/2010	1,000,000.00	1,021,810.00	1,003,145.80	1.625	1,427	1.541	09/28/2015
31331GCR8	10010	Federal Farm Credit		09/30/2010	1,000,000.00	1,142,290.00	1,121,283.59	4.750	1,429	1.520	09/30/2015
313371VF0	10014	Federal Home Loan Bank		12/29/2010	1,000,000.00	1,016,170.00	971,811.90	1.625	1,501	2.355	12/11/2015
313371NW2	10015	Federal Home Loan Bank		12/29/2010	1,000,000.00	1,004,580.00	961,970.15	1.375	1,501	2.360	12/11/2015
3133XXP43	10017	Federal Home Loan Bank		03/24/2011	3,000,000.00	3,246,300.00	3,102,581.53	3.125	1,592	2.291	03/11/2016
31331KEK2	10019	Federal Farm Credit		03/24/2011	1,000,000.00	1,052,200.00	1,005,548.99	2.400	1,596	2.265	03/15/2016
3137EACT4	10021	Federal Home Loan Mtg Assoc		05/25/2011	3,000,000.00	3,176,670.00	3,057,792.69	2.500	1,669	2.054	05/27/2016
3137EACT5	10028	Federal Home Loan Mtg Assoc		05/25/2011	5,000,000.00	5,294,450.00	5,096,049.53	2.500	1,669	2.055	05/27/2016
3137EACT6	10029	Federal Home Loan Mtg Assoc		06/01/2011	2,500,000.00	2,647,225.00	2,565,063.28	2.500	1,669	1.900	05/27/2016
3137EACW7	10030	Federal Home Loan Mtg Assoc		08/31/2011	3,000,000.00	3,104,550.00	3,112,311.88	2.000	1,759	1.197	08/25/2016
3135GOCM3	10031	Federal National Mtg Assoc		09/29/2011	5,000,000.00	4,992,850.00	4,989,338.09	1.250	1,793	1.295	09/28/2016
Subtotal and Average					92,741,000.00	96,522,048.18	94,287,360.11		870	2.251	
Treasury Coupon Securities											
912828GZ7	4023	U.S. Treasury Note		10/05/2007	275,000.00	284,207.00	275,767.71	4.625	273	4.207	07/31/2012
912828HE3	4024	U.S. Treasury Note		10/05/2007	300,000.00	311,145.00	300,116.00	4.250	334	4.203	09/30/2012
912828NF3	4027	U.S. Treasury Note		06/18/2010	1,000,000.00	1,055,080.00	1,004,969.93	2.125	1,307	1.978	05/31/2015
Subtotal and Average					1,575,000.00	1,650,432.00	1,580,853.64		942	2.789	
LAIF - Public Safety Facility Bonds											
SYS10002	10002	Local Agency Investment Fund			415,305.06	415,305.06	415,305.06	0.385	1	0.385	

Portfolio CITY
AP
PM (PRF_PM2) 7.2.5

City of Escondido
Portfolio Management
Portfolio Details - Investments
October 31, 2011

Page 3

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
Bank of America Escrow Account											
		Subtotal and Average	415,138.24		415,305.06	415,305.06	415,305.06		1	0.385	
Bank of America											
SYS5000	5000	Bank of America			0.00	0.00	0.00	0.130	1	0.130	
		Subtotal and Average	0.00		0.00	0.00	0.00		0	0.000	
UBOC Money Market Sweep											
		Union Bank			0.00	0.00	0.00	0.010	1	0.010	
SYS2501	2501	Union Bank			0.00	0.00	0.00	0.000	0	0.000	
		Subtotal and Average	0.00		0.00	0.00	0.00		0	0.000	
		Total and Average	115,851,115.06		113,699,205.45	117,555,685.63	115,251,419.20		725	1.942	

City of Escondido
Portfolio Management
Portfolio Details - Cash
October 31, 2011

Page 4

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C
		Average Balance	0.00						0	
		Total Cash and Investments	115,851,115.06		113,699,205.45	117,555,685.63	115,251,419.20		725	1.942

Run Date: 12/13/2011 - 13:14

Portfolio CITY
AP
PM (PRF_PM2) 7.2.5



City of Escondido

**City of Escondido
Portfolio Management
Portfolio Summary
November 30, 2011**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Days to Maturity	YTM/C
Calif. Local Agency Investment Fund	17,549,851.70	17,549,851.70	17,549,851.70	14.91	1	0.401
Money Market Accounting	5,918,664.34	5,918,664.34	5,918,664.34	5.03	1	0.200
Federal Agency Coupon Securities	90,741,000.00	94,294,720.06	92,225,130.57	78.36	859	2.225
Treasury Coupon Securities	1,575,000.00	1,648,594.00	1,580,644.78	1.34	912	2.789
LAIF - Public Safety Facility Bonds	415,305.06	415,305.06	415,305.06	0.35	1	0.401
Investments	116,199,821.10	119,827,135.18	117,689,596.45	100.00%	686	1.852

Total Earnings	November 30	Month Ending	Fiscal Year To Date
Current Year	183,834.91		1,022,268.33
Average Daily Balance	117,385,608.91		123,504,902.01
Effective Rate of Return	1.91%		1.97%

Kenneth C. Hughes 3/1/12
Kenneth C. Hughes, City Treasurer

Reporting period 11/01/2011-11/30/2011

Run Date: 12/20/2011 - 11:32

Portfolio CITY
AP
PM (PRF, PM1) 7.2.5
Report Ver. 7.3.2

City of Escondido
Portfolio Management
Portfolio Details - Investments
November 30, 2011

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
Calif. Local Agency Investment Fund											
SYS1000	1000	Local Agency Investment Fund			17,549,851.70	17,549,851.70	17,549,851.70	0.401	1	0.401	
SYS1001	1001	Local Agency Investment Fund			0.00	0.00	0.00	0.448	1	0.448	
		Subtotal and Average	17,549,851.70		17,549,851.70	17,549,851.70	17,549,851.70		1	0.401	
Money Market Accounting											
SYS2001	2001	Bank of America			5,918,664.34	5,918,664.34	5,918,664.34	0.200	1	0.200	
		Subtotal and Average	4,651,402.55		5,918,664.34	5,918,664.34	5,918,664.34		1	0.200	
Federal Agency Coupon Securities											
3134A1GH7	3244	Federal Home Loan Mtg Assoc		03/30/2007	1,800,000.00	1,801,260.00	1,800,288.13	6.480	4	4.850	12/05/2011
31359M5H2	3248	Federal National Mtg Assoc		04/18/2007	2,000,000.00	2,020,280.00	2,000,158.80	5.000	77	4.955	02/16/2012
3137EAA00	3250	Federal Home Loan Mtg Assoc		05/22/2007	1,000,000.00	1,012,160.00	999,375.88	4.750	95	5.020	03/05/2012
3137EAA00	3260	Federal Home Loan Mtg Assoc		06/18/2007	500,000.00	506,080.00	499,173.86	4.750	95	5.474	03/05/2012
3133XJUT3	3242	Federal Home Loan Bank		03/19/2007	1,000,000.00	1,013,280.00	1,000,448.56	5.000	99	4.810	03/09/2012
31331GNQ8	3291	Federal Farm Credit		05/28/2009	2,000,000.00	2,016,660.00	2,004,087.67	2.250	145	1.719	04/24/2012
3133XKSK2	3276	Federal Home Loan Bank		05/14/2008	1,000,000.00	1,022,220.00	1,005,565.29	4.875	190	3.710	06/08/2012
3137EACC1	3292	Federal Home Loan Bank		05/28/2009	2,000,000.00	2,017,180.00	1,999,469.46	1.750	197	1.801	06/15/2012
3133XTHE9	3295	Federal Home Loan Bank		08/05/2009	1,000,000.00	1,010,870.00	1,000,388.19	2.000	225	1.935	07/13/2012
31359MYQ0	3270	Federal National Mtg Assoc		04/22/2008	2,000,000.00	2,064,180.00	2,016,450.60	5.000	245	3.660	08/02/2012
31359MYQ0	3272	Federal National Mtg Assoc		04/25/2008	1,000,000.00	1,032,090.00	1,007,973.23	5.000	245	3.700	08/02/2012
3137EAAV1	3290	Federal Home Loan Mtg Assoc		05/28/2009	3,000,000.00	3,114,090.00	3,075,887.89	5.500	263	1.860	08/20/2012
3133XYF91	3318	Federal Home Loan Bank		05/10/2010	2,000,000.00	2,015,500.00	1,999,852.04	1.250	270	1.260	08/27/2012
3133XX427	3310	Federal Home Loan Bank		03/23/2010	2,000,000.00	2,016,300.00	2,000,720.14	1.350	271	1.299	08/28/2012
3133XUK93	3316	Federal Home Loan Bank		05/05/2010	3,000,000.00	3,041,190.00	3,015,030.00	2.000	288	1.350	09/14/2012
3133XML66	3279	Federal Home Loan Bank		10/29/2008	2,000,000.00	2,075,960.00	2,007,436.88	4.625	314	4.150	10/10/2012
3133XXLX3	3312	Federal Home Loan Bank		03/23/2010	2,000,000.00	2,020,120.00	1,999,101.29	1.375	330	1.426	10/26/2012
3133XVNT42	3304	Federal Home Loan Bank		03/24/2010	1,000,000.00	1,014,700.00	1,002,085.76	1.750	379	1.543	12/14/2012
31359MQV8	3273	Federal National Mtg Assoc		04/25/2008	2,000,000.00	2,108,080.00	2,020,763.13	4.750	448	3.811	02/21/2013
31359MQV8	3294	Federal National Mtg Assoc		07/23/2009	2,000,000.00	2,108,080.00	2,063,191.93	4.750	448	2.055	02/21/2013
3133XPBB9	3293	Federal Home Loan Bank		06/17/2009	1,535,000.00	1,589,523.20	1,547,863.36	3.125	463	2.430	03/08/2013
31331VTY2	3277	Federal Farm Credit		05/14/2008	1,000,000.00	1,063,410.00	1,015,644.08	5.200	475	3.870	03/20/2013
31331Y2Q2	3308	Federal Farm Credit		03/23/2010	2,000,000.00	2,124,000.00	2,074,596.12	4.250	585	1.840	07/08/2013
31359MSL80	3317	Federal National Mtg Assoc		05/05/2010	1,000,000.00	1,064,500.00	1,041,365.90	4.875	594	1.750	07/17/2013
3133XXL21	3311	Federal Home Loan Bank		03/23/2010	3,000,000.00	3,076,710.00	2,998,733.86	1.875	638	1.900	08/30/2013
3133XUPZ0	3302	Federal Home Loan Bank		03/24/2010	3,000,000.00	3,117,840.00	3,035,035.00	2.625	652	2.221	09/13/2013
3133XUPZ0	3314	Federal Home Loan Bank		05/05/2010	1,050,000.00	1,091,244.00	1,063,816.82	2.625	652	1.860	09/13/2013

Portfolio CITY

AP

PM (PRF_PM2) 7.2.5

Run Date: 12/20/2011 - 11:32

Report Ver. 7.3.2

City of Escondido
Portfolio Management
Portfolio Details - Investments
November 30, 2011

Page 2

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
Federal Agency Coupon Securities											
31364GBF54	3315	Federal National Mtg Assoc		05/05/2010	1,006,000.00	1,095,262.38	1,067,378.48	5.380	671	1.930	10/02/2013
3133XYDK8	3319	Federal Home Loan Bank		05/07/2010	1,000,000.00	1,029,730.00	1,002,114.27	2.000	697	1.885	10/28/2013
3133XHW57	3303	Federal Home Loan Bank		03/24/2010	1,350,000.00	1,469,650.50	1,422,661.11	4.875	743	2.108	12/13/2013
3137EACD9	3321	Federal Home Loan Mtg Assoc		06/18/2010	5,000,000.00	5,313,450.00	5,142,547.74	3.000	970	1.880	07/28/2014
3133XUMR1	3322	Federal Home Loan Bank		06/18/2010	1,000,000.00	1,072,020.00	1,031,527.56	3.250	1,016	2.060	09/12/2014
31359MWJ8	3320	Federal National Mtg Assoc		06/18/2010	1,000,000.00	1,113,530.00	1,072,689.47	4.625	1,049	1.972	10/15/2014
31331SNP4	3323	Federal Farm Credit		06/18/2010	1,000,000.00	1,120,980.00	1,070,386.92	4.550	1,189	2.260	03/04/2015
3133XTYD2	10011	Federal Home Loan Bank		09/30/2010	1,000,000.00	1,110,140.00	1,085,701.65	4.000	1,293	1.485	06/16/2015
31398AU34	10013	Federal National Mtg Assoc		09/30/2010	1,000,000.00	1,050,370.00	1,031,477.66	2.375	1,335	1.480	07/28/2015
31398AU34	10016	Federal National Mtg Assoc		03/24/2011	2,000,000.00	2,100,740.00	2,029,585.34	2.375	1,335	1.951	07/28/2015
31337ONE4	10018	Federal Home Loan Bank		03/24/2011	1,000,000.00	1,028,560.00	988,636.23	1.630	1,358	1.950	08/20/2015
313370JB5	10012	Federal Home Loan Bank		09/30/2010	1,000,000.00	1,030,280.00	1,008,147.78	1.750	1,380	1.525	09/11/2015
3133716Z4	10009	Federal Home Loan Bank		09/30/2010	1,000,000.00	1,025,250.00	1,003,078.72	1.625	1,397	1.541	09/28/2015
31331GCR8	10010	Federal Farm Credit		09/30/2010	1,000,000.00	1,141,930.00	1,118,701.26	4.750	1,399	1.520	09/30/2015
313371VF0	10014	Federal Home Loan Bank		12/29/2010	1,000,000.00	1,023,480.00	972,383.28	1.625	1,471	2.355	12/11/2015
313371NW2	10015	Federal Home Loan Bank		12/29/2010	1,000,000.00	1,008,100.00	962,741.02	1.375	1,471	2.360	12/11/2015
3133XXP43	10017	Federal Home Loan Bank		03/24/2011	3,000,000.00	3,229,890.00	3,100,621.38	3.125	1,562	2.291	03/11/2016
31331KEK2	10019	Federal Farm Credit		03/24/2011	1,000,000.00	1,045,250.00	1,005,443.23	2.400	1,566	2.265	03/15/2016
3137EACT4	10021	Federal Home Loan Mtg Assoc		05/25/2011	3,000,000.00	3,162,900.00	3,056,739.36	2.500	1,639	2.054	05/27/2016
3137EACT5	10028	Federal Home Loan Mtg Assoc		05/25/2011	5,000,000.00	5,271,500.00	5,094,298.94	2.500	1,639	2.055	05/27/2016
3137EACT6	10029	Federal Home Loan Mtg Assoc		06/01/2011	2,500,000.00	2,635,750.00	2,563,877.44	2.500	1,639	1.900	05/27/2016
3137EACW7	10030	Federal Home Loan Mtg Assoc		08/31/2011	3,000,000.00	3,093,450.00	3,110,368.76	2.000	1,729	1.197	08/25/2016
3135GOCM3	10031	Federal National Mtg Assoc		09/29/2011	5,000,000.00	4,965,000.00	4,989,519.10	1.250	1,763	1.295	09/28/2016
Subtotal and Average					90,741,000.00	94,294,720.08	92,225,130.57		859	2.225	

Treasury Coupon Securities

912828GZ7	4023	U.S. Treasury Note		10/05/2007	275,000.00	283,272.00	275,683.35	4.625	243	4.207	07/31/2012
912828HE3	4024	U.S. Treasury Note		10/05/2007	300,000.00	310,242.00	300,105.58	4.250	304	4.203	09/30/2012
912828NF3	4027	U.S. Treasury Note		06/18/2010	1,000,000.00	1,055,080.00	1,004,855.85	2.125	1,277	1.978	05/31/2015
Subtotal and Average					1,575,000.00	1,648,594.00	1,580,644.78		912	2.789	

LAIF - Public Safety Facility Bonds

SYS10002	10002	Local Agency Investment Fund			415,305.06	415,305.06	415,305.06	0.401	1	0.401	
Subtotal and Average					415,305.06	415,305.06	415,305.06		1	0.401	

Portfolio CITY
AP
PM (PRF_PM2) 7.2.5

City of Escondido
Portfolio Management
Portfolio Details - Investments
November 30, 2011

Page 3

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
Bank of America Escrow Account											
SYS5000	5000	Bank of America			0.00	0.00	0.00	0.130	1	0.130	
		Subtotal and Average	0.00		0.00	0.00	0.00		0	0.000	
UBOC Money Market Sweep											
SYS2501	2501	Union Bank			0.00	0.00	0.00	0.010	1	0.010	
		Subtotal and Average	0.00		0.00	0.00	0.00		0	0.000	
		Total and Average	117,385,608.91		116,199,821.10	119,827,135.18	117,689,596.45		686	1.852	

City of Escondido
Portfolio Management
Portfolio Details - Cash
November 30, 2011

Page 4

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C
		Average Balance	0.00						0	
	Total Cash and Investments		117,385,608.91		116,199,821.10	119,827,135.18	117,689,596.45		686	1.852

Run Date: 12/20/2011 - 11:32

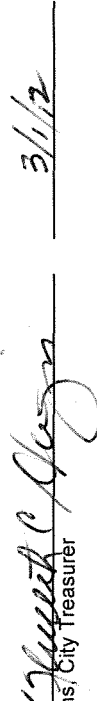
Portfolio CITY
AP
PM (PRF_PM2) 7.2.5



City of Escondido
Portfolio Management
Portfolio Summary
December 31, 2011

Investments	Par Value	Market Value	Book Value	% of Portfolio	Days to Maturity	YTM/C
Calif. Local Agency Investment Fund	25,049,848.01	25,049,848.01	25,049,848.01	19.90	1	0.401
Money Market Accounting	4,420,222.61	4,420,222.61	4,420,222.61	3.51	1	0.250
Federal Agency Coupon Securities	92,941,000.00	96,613,507.20	94,442,061.16	75.01	886	2.079
Treasury Coupon Securities	1,575,000.00	1,647,049.75	1,580,428.96	1.26	881	2.789
LAIF - Public Safety Facility Bonds	415,305.06	415,305.06	415,305.06	0.33	1	0.401
Investments	124,401,375.68	128,145,932.63	125,907,865.80	100.00%	676	1.685

Total Earnings	December 31 Month Ending	Fiscal Year To Date
Current Year	177,883.80	1,200,152.13
Average Daily Balance	123,468,436.57	123,498,758.38
Effective Rate of Return	1.70%	1.93%


Kenneth C. Hugins, City Treasurer

Reporting period 12/01/2011-12/31/2011

Run Date: 02/09/2012 - 13:36

Portfolio CITY
AP
PM (PRF_PMT) 7.2.5
Report Ver. 7.3.2



**City of Escondido
Investments by Issuer
Active Investments
Sorted by Fund
December 31, 2011**

CUSIP	Investment #	Security Type	Investment Class	Book Value	Current Rate	Market Value	Market Date	YTM/C 365	Redemption Date	Days To Maturity	Call Date	Collateral
Bank of America												
SYS2001	2001	Money Market Accounting	Amort	4,420,222.61	0.250	4,420,222.61	12/31/2011	0.250		1		
SYS5000	5000	Bank of America Escrow Account	Amort	0.00	0.130	0.00		0.130		1		
		Subtotal and Average		4,420,222.61		4,420,222.61		0.250		1		
Federal Farm Credit												
31331GCR8	10010	Federal Agency Coupon Securities	Fair	1,116,118.92	4.750	1,142,710.00	12/31/2011	1.520	09/30/2015	1,368		
31331KEK2	10019	Federal Agency Coupon Securities	Fair	1,005,337.46	2.400	1,049,910.00	12/31/2011	2.265	03/15/2016	1,535		
31331VTV2	3277	Federal Agency Coupon Securities	Fair	1,014,643.39	5.200	1,059,250.00	12/31/2011	3.870	03/20/2013	444		
31331GNQ8	3291	Federal Agency Coupon Securities	Fair	2,003,230.11	2.250	2,012,940.00	12/31/2011	1.719	04/24/2012	114		
31331Y2Q2	3308	Federal Agency Coupon Securities	Fair	2,070,717.64	4.250	2,117,560.00	12/31/2011	1.840	07/08/2013	554		
31331SNP4	3323	Federal Agency Coupon Securities	Fair	1,068,586.74	4.550	1,119,380.00	12/31/2011	2.260	03/04/2015	1,158		
		Subtotal and Average		8,278,634.26		8,501,750.00		2.122		740		
Federal Home Loan Bank												
3133716Z4	10009	Federal Agency Coupon Securities	Fair	1,003,011.65	1.625	1,028,480.00	12/31/2011	1.541	09/28/2015	1,366		
3133XTYD2	10011	Federal Agency Coupon Securities	Fair	1,083,685.14	4.000	1,109,520.00	12/31/2011	1.485	06/16/2015	1,262		
313370JB5	10012	Federal Agency Coupon Securities	Fair	1,007,968.05	1.750	1,033,070.00	12/31/2011	1.525	09/11/2015	1,349		
313371VF0	10014	Federal Agency Coupon Securities	Fair	972,954.66	1.625	1,028,090.00	12/31/2011	2.365	12/11/2015	1,440		
313371NW2	10015	Federal Agency Coupon Securities	Fair	963,511.90	1.375	1,017,660.00	12/31/2011	2.360	12/11/2015	1,440		
3133XPA43	10017	Federal Agency Coupon Securities	Fair	3,098,661.22	3.125	3,242,220.00	12/31/2011	2.291	03/11/2016	1,531		
313370NE4	10018	Federal Agency Coupon Securities	Fair	988,890.83	1.630	1,030,970.00	12/31/2011	1.950	08/20/2015	1,327		
313371PV2	10033	Federal Agency Coupon Securities	Fair	1,533,380.95	1.625	1,532,295.00	12/31/2011	0.012	12/09/2016	1,804		
313371ZU3	10034	Federal Agency Coupon Securities	Fair	526,034.70	2.300	525,670.00	12/31/2011	0.012	12/08/2016	1,803		
3133XJUT3	3242	Federal Agency Coupon Securities	Fair	1,000,311.24	5.000	1,008,940.00	12/31/2011	4.810	03/09/2012	68		
3133XKSK2	3276	Federal Agency Coupon Securities	Fair	1,004,672.47	4.875	1,018,670.00	12/31/2011	3.710	06/08/2012	159		
3133XML66	3279	Federal Agency Coupon Securities	Fair	2,006,714.85	4.625	2,068,160.00	12/31/2011	4.150	10/10/2012	283		
3133XPBB9	3293	Federal Agency Coupon Securities	Fair	1,547,018.94	3.125	1,585,992.70	12/31/2011	2.430	03/08/2013	432		
3133XTHE9	3295	Federal Agency Coupon Securities	Fair	1,000,335.73	2.000	1,009,480.00	12/31/2011	1.935	07/13/2012	194		
3133XUPZ0	3302	Federal Agency Coupon Securities	Fair	3,033,397.85	2.625	3,112,740.00	12/31/2011	2.221	09/13/2013	621		
3133XHW57	3303	Federal Agency Coupon Securities	Fair	1,419,683.20	4.875	1,464,912.00	12/31/2011	2.108	12/13/2013	712		
3133XVNT42	3304	Federal Agency Coupon Securities	Fair	1,001,918.00	1.750	1,013,560.00	12/31/2011	1.543	12/14/2012	348		

City of Escondido
Investments by Issuer
Sorted by Fund

CUSIP	Investment #	Security Type	Investment Class	Book Value	Current Rate	Market Value	Market Date	YTM/C 365	Redemption Date	Days To Maturity	Call Date	Collateral
3133XX4Z7	3310	Federal Agency Coupon Securities	Fair	2,000,639.22	1.350	2,014,480.00	12/31/2011	1.299	08/28/2012	240		
3133XX1L21	3311	Federal Agency Coupon Securities	Fair	2,998,794.25	1.875	3,073,560.00	12/31/2011	1.900	08/30/2013	607		
3133XX1X3	3312	Federal Agency Coupon Securities	Fair	1,999,184.24	1.375	2,018,280.00	12/31/2011	1.426	10/26/2012	299		
3133XUPZO	3314	Federal Agency Coupon Securities	Fair	1,063,171.17	2.625	1,089,459.00	12/31/2011	1.860	09/13/2013	621		
3133XUK93	3316	Federal Agency Coupon Securities	Fair	3,013,436.71	2.000	3,036,660.00	12/31/2011	1.350	09/14/2012	257		
3133XYF91	3318	Federal Agency Coupon Securities	Fair	1,999,868.73	1.250	2,013,780.00	12/31/2011	1.260	08/27/2012	239		
3133XYDK8	3319	Federal Agency Coupon Securities	Fair	1,002,021.94	2.000	1,028,620.00	12/31/2011	1.885	10/28/2013	666		
3133XUMR1	3322	Federal Agency Coupon Securities	Fair	1,030,582.68	3.250	1,070,580.00	12/31/2011	2.060	09/12/2014	985		
Subtotal and Average				38,299,850.32		39,175,848.70		1.981		732		
Federal Home Loan Mtg Assoc												
3137EACT4	10021	Federal Agency Coupon Securities	Fair	3,055,686.03	2.500	3,177,240.00	12/31/2011	2.054	05/27/2016	1,608		
3137EACT5	10028	Federal Agency Coupon Securities	Fair	5,092,548.34	2.500	5,295,400.00	12/31/2011	2.055	05/27/2016	1,608		
3137EACT6	10029	Federal Agency Coupon Securities	Fair	2,562,691.60	2.500	2,647,700.00	12/31/2011	1.900	05/27/2016	1,608		
3137EACW7	10030	Federal Agency Coupon Securities	Fair	3,108,425.65	2.000	3,119,610.00	12/31/2011	1.197	08/25/2016	1,698		
3137EAAAR0	3250	Federal Agency Coupon Securities	Fair	999,575.07	4.750	1,008,020.00	12/31/2011	5.020	03/05/2012	64		
3137EAAV1	3290	Federal Agency Coupon Securities	Fair	3,067,097.79	5.500	3,100,200.00	12/31/2011	1.860	08/20/2012	232		
3137EACC1	3292	Federal Agency Coupon Securities	Fair	1,999,551.50	1.750	2,014,780.00	12/31/2011	1.801	06/15/2012	166		
3137EACD9	3321	Federal Agency Coupon Securities	Fair	5,138,079.16	3.000	5,305,600.00	12/31/2011	1.880	07/28/2014	939		
3137EAAAR0	3260	Federal Agency Coupon Securities	Fair	499,437.52	4.750	504,010.00	12/31/2011	5.474	03/05/2012	64		
Subtotal and Average				25,523,092.66		26,172,560.00		2.039		1,115		
Federal National Mtg Assoc												
31398AU34	10013	Federal Agency Coupon Securities	Fair	1,030,760.63	2.375	1,055,070.00	12/31/2011	1.480	07/28/2015	1,304		
31398AU34	10016	Federal Agency Coupon Securities	Fair	2,028,911.42	2.375	2,110,140.00	12/31/2011	1.951	07/28/2015	1,304		
3135GOCM3	10031	Federal Agency Coupon Securities	Fair	4,989,700.12	1.250	5,020,300.00	12/31/2011	1.295	09/28/2016	1,732		
3135G0ES8	10032	Federal Agency Coupon Securities	Fair	2,016,980.64	1.375	2,017,660.00	12/31/2011	0.012	11/15/2016	1,780		
31359M5H2	3248	Federal Agency Coupon Securities	Fair	2,000,095.28	5.000	2,011,620.00	12/31/2011	4.955	02/16/2012	46		
31359MYQ0	3270	Federal Agency Coupon Securities	Fair	2,014,402.81	5.000	2,055,780.00	12/31/2011	3.660	08/02/2012	214		
31359MYQ0	3272	Federal Agency Coupon Securities	Fair	1,006,980.71	5.000	1,027,890.00	12/31/2011	3.700	08/02/2012	214		
31359MQV8	3273	Federal Agency Coupon Securities	Fair	2,019,347.47	4.750	2,100,620.00	12/31/2011	3.811	02/21/2013	417		
31359MQV8	3294	Federal Agency Coupon Securities	Fair	2,058,883.39	4.750	2,100,620.00	12/31/2011	2.055	02/21/2013	417		
31364GBF54	3315	Federal Agency Coupon Securities	Fair	1,064,592.77	5.380	1,091,258.50	12/31/2011	1.930	10/02/2013	640		
31359M5L80	3317	Federal Agency Coupon Securities	Fair	1,039,248.19	4.375	1,061,250.00	12/31/2011	1.750	07/17/2013	563		
31359MWJ8	3320	Federal Agency Coupon Securities	Fair	1,070,580.49	4.625	1,111,140.00	12/31/2011	1.972	10/15/2014	1,018		
Subtotal and Average				22,340,483.92		22,763,348.50		2.278		940		

City of Escondido
Investments by Issuer
Sorted by Fund

CUSIP	Investment #	Security Type	Investment Class	Book Value	Current Rate	Market Value	Market Date	YTM/C 365	Redemption Date	Days To Maturity	Call Date	Collateral
Local Agency Investment Fund												
SYS1000	1000	Calif Local Agency Investment Fund	Amort	25,049,848.01	0.401	25,049,848.01	12/31/2011	0.401		1		
SYS1001	1001	Calif Local Agency Investment Fund	Amort	0.00	0.448	0.00		0.448		1		
SYS10002	10002	LAIF - Public Safety Facility Bonds	Amort	415,305.06	0.401	415,305.06	12/31/2011	0.401		1		
		Subtotal and Average		25,465,153.07		25,465,153.07		0.401		1		
U.S. Treasury Note												
912828NF3	4027	Treasury Coupon Securities	Fair	1,004,737.97	2.125	1,055,700.00	12/31/2011	1.978	05/31/2015	1,246		
912828GZ7	4023	Treasury Coupon Securities	Fair	275,596.17	4.625	282,196.75	12/31/2011	4.207	07/31/2012	212		
912828HE3	4024	Treasury Coupon Securities	Fair	300,094.82	4.250	309,153.00	12/31/2011	4.203	09/30/2012	273		
		Subtotal and Average		1,580,428.96		1,647,049.75		2.789		880		
Union Bank												
SYS2501	2501	UBOC Money Market Sweep	Amort	0.00	0.010	0.00		0.010		1		
		Subtotal and Average		0.00		0.00						
		Total and Average		125,907,865.80		128,145,932.63		1.685		675		



City of Escondido Maturity Report Sorted by Maturity Date

Received or due during October 1, 2011 - December 31, 2011

CUSIP	Investment #	Fund	Sec. Type	Issuer	Par Value	Maturity Date	Purchase Date	Rate at Maturity	Book Value at Maturity	Interest	Maturity Proceeds	Net Income
31331Y3P3	3313	003	FAC	FFCB	1,000,000.00	10/03/2011	03/23/2010	3.500	1,000,000.00	17,500.00	1,017,500.00	17,500.00
31359MZ30	3246	003	FAC	FNMA	2,000,000.00	10/15/2011	04/17/2007	5.000	2,000,000.00	50,000.00	2,050,000.00	50,000.00
3133MJUQ1	3275	003	FAC	FHLB	1,000,000.00	11/15/2011	05/14/2008	4.875	1,000,000.00	24,375.00	1,024,375.00	24,375.00
3128X3K69	3269	003	FAC	FHLMC	1,000,000.00	11/15/2011	04/22/2008	4.500	1,000,000.00	22,500.00	1,022,500.00	22,500.00
3134A1GH7	3244	003	FAC	FHLMC	1,800,000.00	12/05/2011	03/30/2007	6.480	1,800,000.00	58,320.00	1,858,320.00	58,320.00
Total Maturities					6,800,000.00				6,800,000.00	172,695.00	6,972,695.00	172,695.00

CITY OF ESCONDIDO
FUNDS MANAGED BY OUTSIDE PARTIES
As of December 31, 2011

Type of Funds / Institution	Market Value	Interest Rate	Reserve Fund	Type of Investment
<u>BOND FUNDS</u>				
BANK OF NEW YORK:				
1993 Vineyard Golf Course Certificates of Participation	\$ 703,371.43	0.169%	Money Market/	FHLB Discount Note
2001 Reidy Creek Golf Course Lease Revenue Bonds (issued April 2001)	543,720.54	0.169%	Money Market/	FHLB Discount Note
1992 Community Development Commission Revenue Bond	348,030.61	0.144%	Money Market/	FHLB Discount Note
2000A COP - Water Project (Certificates issued March 2000)	1,047,013.68	0.061%	Money Market/	FNMA Discount Note
2002A COP - Water Project (Certificates issued August 2002)	987,568.39	0.146%	Money Market/	FHLB Discount Note
2007 COP - Water Project (Certificates issued September 2007)	11,371,009.90	0.010%	Money Market	
2004A Wastewater Bond (1996 Wastewater Refunding)	2,025,846.13	0.170%	Money Market/	FHLB Discount Note
2004B Wastewater Bond - Brine Project	3,586,941.83	0.050%	Money Market/	FHLB Discount Note
2001 Community Facility District (Hidden Trails)	231,014.55	0.498%	Money Market/	Certificate of Deposit
2006 Community Facility District (Eureka Ranch)	1,934,296.93	0.111%	Money Market/	FHLB Discount Note
1986-1R/98 Auto Parkway Assessment District	331,874.42	0.170%	Money Market/	FHLB Discount Note
1998-1 Rancho San Pasqual Assessment District	342,429.60	0.167%	Money Market/	FHLB Discount Note
<u>TOTAL FUNDS MANAGED BY OUTSIDE PARTIES</u>				
	\$ 23,453,118.01			

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 6
Date: March 21, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Michelle Geller, Management Analyst

SUBJECT: Revisions to Façade and Property Improvement Program Policies

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2012-28, which makes the following modifications to the Façade and Property Improvement Program (FPIP) policies: 1) Increases maximum grant awards to twice their current amounts; 2) Allows all frontages on identified public ways to be factored into the linear street frontage for purposes of calculating the maximum grant award; 3) Reduces the "statute of limitations" on previous property grantees from ten to seven years; and 4) Provides an additional \$5,000 for businesses in the following pedestrian-oriented areas: Downtown Specific Plan area, Mercado Business District, SANDAG Smart Growth areas and along the Escondido Creek Trail.

FISCAL ANALYSIS:

Funds for this program will come from the FPIP account, which has a current balance of \$512,000.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Economic Development section of the 2011-2012 City Council Action Plan.

PREVIOUS ACTION:

On November 16, 2011, City Council adopted Resolution 2011-146 modifying the Fund Balance Policy and authorizing a budget adjustment of \$500,000 from the Reserve Fund to the Façade and Property Improvement account.

BACKGROUND:

The FPIP was established in 1988 to provide "cash rebates to businesses/property owners to rehabilitate the facades of their buildings." Initially, the eligibility area was limited to Downtown;

however, the program's eligibility policy has been revised several times over the years and today includes all permitted-use commercial and industrial properties within the City limits.

The program is intended to effect significant improvement to businesses' exteriors, thereby attracting more customers and enhancing the overall appearance of neighborhoods and business areas. Eligible improvements include: signage, paint, awnings, patio dining areas, lighting and landscaping. To date, 155 properties in Escondido have utilized the FPIP. The program has awarded \$909,880 in matching grant funds representing over \$9.8M in private investment into property improvements.

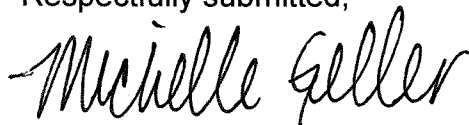
Currently, the dollar amounts applicants can be eligible for are as follows:

Linear Street Frontage	Max. Grant Award
10 – 49	\$5,000
50 – 99	\$7,000
100 – 149	\$8,000
150 or more	\$10,000

These grant amounts are based on the building's linear foot frontage on a public street, or on two streets in the case of a corner lot. Under current guidelines, improvements can be made to the alley side of a property, but the alley frontage cannot be added to the street frontage to increase the grant amount. Additionally, there is currently a ten year "statute of limitations" on previous property grantees.

The proposed policy modifications are intended to make the program more attractive to potential applicants and effect more significant improvements on business appearance.

Respectfully submitted,



Michelle Geller
Management Analyst

RESOLUTION NO. 2012-28

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
MODIFYING THE CITY OF ESCONDIDO
FAÇADE AND PROPERTY IMPROVEMENT
PROGRAM POLICY FOR THE PURPOSE OF
IMPROVING THE GRANT PROGRAM AND
MAKING IT MORE ATTRACTIVE TO
POTENTIAL GRANTEEES

WHEREAS, the City of Escondido's Façade and Property Improvement Program (FPIP) was established in 1988 to provide "cash rebates to businesses/property owners to rehabilitate the facades of their buildings"; and

WHEREAS, the 2011-2012 City Council Action Plan was approved on September 14, 2011, which directed staff to revitalize the FPIP; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to modify the FPIP policy to increase the maximum grant awards to twice their established amounts, allow all frontages on identified public ways to be factored into the linear street frontage for purposes of calculating the maximum grant award, reduce the "statute of limitations" on previous property grantees from ten to seven years and provide an additional \$5,000 for businesses in the Downtown Specific Plan area, Mercado Business District, SANDAG Smart Growth areas and along the Escondido Creek Trail.

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 hereby establishes and approves the new FPIP policy as of the date of this Resolution. A copy of the FPIP policy is attached as Exhibit "A" and is incorporated by this reference.

City of Escondido

Façade & Property Improvement Program

Purpose, Terms & Conditions

The **Façade and Property Improvement Program (FPIP)** has been established as an incentive for business owners and/or property owners of retail, commercial, industrial and office properties located within the **Business Enhancement Zone (BEZ)**-the zone includes properties within the Escondido City limits. The grant is not for new "ground up construction" but for improvement of existing buildings and the property around them. Projects must be complete and collateral information must be provided to the Program Administrator before a grant will be processed for funding; no advances will be made of grant funds. Applicants will be eligible for a specified maximum matching grant based on the building's linear foot frontage on a public way:

Linear Public Way Frontage (feet)	Grant Amount
10-49	\$ 10,000
50-99	\$ 14,000
100-149	\$ 16,000
150 or more	\$ 20,000

The main purpose of the FPIP is to induce private investment that results in quality improvements and enhancements to business-use properties. The grant is meant to be a catalyst for improving the exterior appearance of the business property. The improvements must substantially enhance the aesthetic environment of the area in which the property is located. Private investment typically far exceeds the matching grant portion of the exterior improvements. Often, private investment goes much further and results in interior improvements, even though they are not eligible for a matching grant. Therefore, private investment should be equal to, and in most cases greater than, the grant funds received by the applicant.

Property or business ownership, by the grant applicant, must be maintained for a period of at least one-year after the grant is received. Please **do not apply** if the property will be sold or the business will be closed or moved in less than a year.

Properties are not eligible for grants if they have received grant funds of \$10,000 or more in the past seven years. However, if a grant of less than \$10,000 has been received in the past seven years, an applicant could be eligible for the difference between their previous grant and the grant amount they would be eligible for under the terms of this program.

Businesses in the following pedestrian-oriented areas qualify for an additional \$5,000 to be added to the maximum grant award: Downtown Specific Plan area, Mercado Business District, SANDAG Smart Growth areas and along the Escondido Creek Trail.

Note: the grant will not be given for improvements that modify previous improvements for which a grant was received.

Eligible for Grants:

- Significant façade improvements and renovations (see definition at bottom of list)
- Restoration of historical architectural features (when applicable)
- Landscaping in outside pots, planters or parking areas if a substantial amount of plant material is used and improvements are irrigated
- Building additions, when the entire building is improved, that is, the addition does not appear to be an add-on but integrates with the building (ex: building addition of compatible architecture and repainting of entire building to match the addition)
- New roof material (not repair) only if part of a significant façade improvement or renovation
- Upgraded and uniform façade improvements in older commercial strip centers that enhance the entire center (if the center has more than one individual property ownership, there must be a comprehensive signage plan, color pallet and/or architectural façade plan in place; improvements made must conform to the plans or color pallet)
- Block walls and fencing only if part of a comprehensive landscaping project
- Signs (except internally illuminated "can" signs), awnings and painting of structures only if part of a significant façade improvement or renovation
- Murals if they are professionally done, provide an important aesthetic improvement and/or improve an expanse of wall or surface prone to graffiti
- Trash enclosures only in conjunction with other exterior property improvements
- Screening roof-top equipment only in conjunction with other exterior property improvements
- Creation of outdoor patio areas (removable patio furniture, fixtures or accessories are not eligible)
- Creation of customer entrances from the alley, especially when parking is available in the rear of a building or the alley side is visible from a public street; this must be done in conjunction with a comprehensive façade improvement
- Other improvements can be considered on a case-by-case basis, but must make a significant improvement to the property appearance and not be one of the excluded improvements listed in the next section

Definition of Significant Façade Improvements or Renovations

Improvements or renovations of existing buildings, when a combination of several of the following are included: structural façade improvements, paint, awnings, signs, addition of architectural detail to façade, façade tile or stone accents, decorative entry walkway area, outside dining with decorative fencing, irrigated landscape/flower planters or pots, outside decorative lighting and new windows.

Ineligible for Grants:

- New buildings
- Performing general or deferred maintenance on buildings or properties
- Upgrading mechanical, plumbing, or electrical equipment, or roof repairs
- Installation of signs or awnings, window replacement, or painting of structures, etc. that are not part of a significant façade improvement or renovation (see definition above)
- Internally illuminated "can" signs or refacing of such signs
- Land clearing or tree removal costs
- Parking area paving, resurfacing, repair or striping
- Chain link fencing with or without slats
- City permits or processing fees
- Residential projects, apartments, day care facilities located in residential neighborhoods
- Religious facilities (ex: churches) unless they have street frontage in a business area

- Non-profit facilities unless they have street frontage in a business area
- Projects that have received grant funds of \$10,000 or more in the past seven years (if less than \$10,000 has been received, applicant could be eligible for the difference between their previous grant and the amount they would be eligible for under this program's criteria).

Projects must make an exterior improvement easily visible from public view. Grants will be given only for quality improvements done in a professional manner. A final inspection will be conducted to confirm the work has been completed and conforms to the approved plans, colors and/or materials.

The City Manager's Office will administer the grant program. The Planning and Building Divisions will handle project approval, processing and permitting. No commitment of funds will be made until the Planning Division has evaluated the project for code compliance, received a complete project application and advises the Program Administrator that it is appropriate to proceed.

General Information

I. Eligibility & Processing

The property must meet the following criteria:

- ☐ Be located within Escondido city limits
- ☐ Be a retail, commercial, office or industrial use or a business use that is permitted in residential zones, such as a bed & breakfast (except for those listed under the section titled "Ineligible for Grants")
- ☐ Proposed project must be in conformance with all applicable City codes and design standards
- ☐ Must submit a completed grant application, with all requested collateral materials, to the City Manager's Office
- ☐ Must be a permitted or conditionally permitted use; legal non-conforming uses are not eligible (example: improvements to a legal non-conforming sign, structure, or a structure housing a non-conforming use will not be eligible)
- ☐ Must receive all necessary approvals before any work is started for which grant funds are being requested
- ☐ Must submit original invoices stamped paid or accompanied by copies of cancelled checks, or proof of payment for materials, or for work performed by others before receiving the grant

II. Grants

- ❑ All grants are matching grants based on eligible improvements and street frontage as previously described.
- ❑ Properties having a building and/or buildings with multiple businesses/suites qualify for one grant only based on linear frontage.
- ❑ Applicants owning or doing business on more than one property may apply for additional grants provided the properties are **not** contiguous to each other
- ❑ Work must be completed within a specified time period stated in the Letter of Commitment; if work is not completed in the time frame, the applicant can still receive a grant only if funds are available when they complete the work
- ❑ Applicants will not be compensated for labor they perform themselves, only materials used will be eligible and the work must be done in a professional manner

Note: We want to keep the grant funds moving and will not tie them up with applicants who are not getting their project completed. We will be holding stringently to the time frame specified in the Letter of Commitment.

III. Design Standards and Requirements

- ❑ Applicants requesting grants must propose and complete quality projects; and projects must meet or exceed design standards (where applicable)
- ❑ Formulation of color pallets, renderings and building plans will, in most cases, require professional design assistance
- ❑ High quality "before" photos of the property must accompany the application. "After" photos will be required to be submitted with receipts or paid invoices before receiving the grant when the project is complete.

IV. Process

- ❑ Applicant contacts the Planning Division to arrange a pre-application meeting. No commitment of grant funds will occur until the Planning Division has determined that the proposed project will meet codes and design standards. Planning Division will notify grant Program Administrator of pre-app meeting and include them when appropriate.
- ❑ The applicant submits the appropriate applications to the Planning Division.
- ❑ The applicant completes a grant application and is advised by the Program Administrator of the collateral materials to be provided with the completed application.

- ❑ The applicant prepares a preliminary cost estimate for their project, estimates the time it will take to get the work done and gathers other submittal materials previously described.
- ❑ On receipt of a grant application, the Program Administrator will review to determine completeness. The grant application is separate and contingent upon submitting any applications and permits required by the Planning Division.
- ❑ After the Planning Division has reviewed the project and determined it is code compliant and meets design standards, a Letter of Commitment will be sent to the applicant from the Program Administrator. The letter will specify the amount of the estimated grant funds to be set aside and a time frame in which the work must be completed to receive a grant.
- ❑ Once the applicant has received all necessary approvals and permits, they can begin work.
- ❑ After the work is completed per the approved project plans, applicant submits proof of payment for work and materials and "after photos" to the Program Administrator. If the work is satisfactory, based on materials submitted and an on-site inspection, the applicant will receive a check for the grant, in the appropriate amount, within three weeks. Work done, or modifications made that do not conform with the approved project plans, will not receive a grant.

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 7
Date: March 21, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Richard O'Donnell, Deputy Director of Maintenance and Operations
Joseph Goulart, Fleet Maintenance Superintendent

SUBJECT: Award Purchase of Fuel

RECOMMENDATION:

Staff recommends Council approve the purchase of fuel for the City of Escondido's fleet through a cooperative purchase agreement with the City of San Diego, pursuant to Escondido Municipal Code section 10-90. This fuel will be purchased from The SOCO Group Inc.

FISCAL ANALYSIS:

Sufficient funds have already been approved for the fiscal year ("FY") 2011-12 budget in account number 5111-653-715 for gasoline and account number 5113-653-715 for diesel fuel. There is \$622,130 remaining in the budget for unleaded fuel and \$96,965 remaining for diesel fuel. Staff is requesting the \$350,000 be used for the purchase of unleaded fuel and \$96,965 be used for the purchase of diesel fuel. This purchase should provide fuel for our fleet until the end of the fiscal year.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

Not Applicable

PREVIOUS ACTION:

No previous Council action regarding this purchase

BACKGROUND:

Fleet Services intends to purchase gasoline and diesel fuel from The SOCO Group Inc. through a cooperative purchase agreement with the City of San Diego and other public agencies throughout the county. SOCO has won the bid for the last several years and has provided exceptional service to their customers. Fleet Services will use allotted funds in account 5111-653-715 for gasoline and 5113-653-715 for diesel fuel previously approved in the FY2011-12 budget to pay for fuel as needed.

HISTORY OF FUEL USE:

Unleaded Fuel

Fiscal Year	Budgeted	Spent	Balance	Gal. Delivered	Min/Max\$/Gal	Average
2007-08	\$945,000	\$937,715	\$7,285	309,169	\$2.39 - \$4.32	\$ 3.03
2008-09	\$1,045,000	\$728,530	\$316,470	282,619	\$1.39 - \$4.01	\$ 2.57
2009-10	\$945,000	\$700,000	\$245,000	259,900	\$2.29 - \$2.78	\$ 2.69
2010-11	\$930,000	\$786,845	\$143,155	248,361	\$2.55 - \$3.90	\$ 3.07
As of 3/9/12 2011-12	\$1,267,210	\$645,080	\$622,130	188,112	\$3.12 - \$4.07	\$ 3.43

Diesel Fuel

Fiscal Year	Budgeted	Spent	Balance	Gal. Delivered	Min/Max\$/Gal	Average
2007-08	\$376,300	\$207,650	\$168,650	72,232	\$2.51 - \$4.93	\$ 2.87
2008-09	\$260,000	\$178,400	\$81,600	69,482	\$1.59 - \$4.89	\$ 2.56
2009-10	\$250,000	\$175,900	\$74,100	76,500	\$2.26 - \$3.16	\$ 2.29
2010-11	\$225,000	\$212,000	\$13,000	67,215	\$2.52 - \$4.27	\$ 3.43
As of 3/9/12 2011-12	\$272,000	\$175,035	\$96,965	46,415	\$2.72 - \$4.37	\$ 3.77

Respectfully submitted,



Richard O'Donnell
 Deputy Director of Maintenance and Operations



Joseph Goulart
 Fleet Maintenance Superintendent

CITY COUNCIL

For City Clerk's Use:

☐ APPROVED ☐ DENIED

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 8

Date: March 21, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Joseph Goulart, Fleet Superintendent

SUBJECT: Equipment Considered for Sale

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2012-21

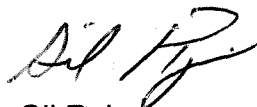
FISCAL ANALYSIS:

The City of Escondido will receive funds which are estimated to be \$45,000.00 from the sale of surplus equipment. These funds will be added to the Fleet Reserve Fund; however, the exact amount will not be known until the results from the auction are returned. The auction company will receive their proceeds from the buyer's premium, as per the agreement.

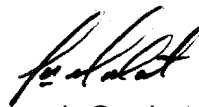
BACKGROUND:

The vehicles and equipment have been removed from service and are now considered surplus property by the Fleet Services Division. The City of Escondido is participating in a County of San Diego Cooperative Contract with Ken Porter Auctions to facilitate the disposal of surplus equipment.

Respectfully submitted,



Gil Rojas
Director of Finance



Joseph Goulart
Fleet Superintendent

RESOLUTION NO. 2012-21

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, THE DISPOSITION OF CERTAIN
PERSONAL CITY PROPERTY

WHEREAS, the City of Escondido currently has surplus vehicles and equipment;
and

WHEREAS, the City Council desires at this time and deems it to be in the best
Public interest to declare the vehicles and equipment as surplus and authorizes its
disposal; and

WHEREAS, Ken Porter Auctions will be holding auctions the first and third
Saturday of every month; and

WHEREAS, the City agrees to Ken Porter Auctions requirements.

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

1. That the above recitations are true.
2. That the City Council authorizes the sale of surplus City vehicles and
Equipment listed in Exhibit "A" attached to this resolution and incorporated by this
reference.
3. That Ken Porter Auctions will hold an auction for the surplus vehicles and
Equipment according to the auction requirements listed in Exhibit "B" attached to this
Resolution and incorporated by this reference.

SURPLUS EQUIPMENT

Resolution #2012-21

Exhibit A

Page 1 of 2

Vehicle #	Year	Description	VIN #	Miles/Hours
3369	1998	455D Toro mower Needs mower deck replacement. Very High hours. Estimated repair costs \$9,000	Ser. #60456	5,278 hrs.
3213	1995	F-350 Crew/Cab Flat Bed Utility body and cab repairs Eng. oil leaks. Interior repairs, dash and upholstery. Estimated repair costs \$7,500	1FTJW35H2SEA69233	68,821 mi.
3296	1989	Hesston/Bomford mower Transmission and brake repairs. Parts no longer available. Flail Mower repairs. Estimated repair costs \$15,000	Ser. #1094351896	2,150 hrs.
3399	2005	GMC C-1500 Truck High miles, Eng. knocking Estimated repair costs \$7,500	1GTEC14TX5Z247956	122,734 mi.
3206	1998	GMC C-2500 Truck Front end damage Estimated repair costs \$3,000	1GCGC24R2WZ261984	75,580 mi.
3271	2001	Elgin Broom Bear Sweeper Needed DPF Compliance by 12/31/2011 Estimated repair costs \$25,000	1FVABTAK21HG76847	48,725 mi.
3800	2001	Dodge BE-1500 w/shell Dash falling apart. High miles Estimated repair costs \$2,000	3B7HC12Y21G188780	94,610 mi.
3862	1995	GMC G-3500 Van Roof repairs, Leaks Driver side door replacement and hardware Estimated repair costs \$6,000	1GTGG35KXSF544561	81,044 mi.
3354	1990	Redihaul Trailer Frame, tires, and light repairs. Inactive since 9/18/2010 Estimated repair costs \$2,500	47SS162T8L1006288	N/A
3203	2001	Ford Ranger Extra Cab Needs rear axle repairs Oil leak at front cover. Excessive body damage. Estimated repair costs \$6,000	1FTYR14U81PA33980	69,133 mi.

SURPLUS EQUIPMENT

Resolution #2012-21

Exhibit A

Page 2 of 2

Vehicle #	Year	Description	VIN #	Miles/Hours
3404	1989	Chevy C70 Chipper Truck Needs chipper body repairs Will not pass smog, next smog inspection Estimated repair costs \$ 9,000	1GBK7D1E3LV100921	83,334 mi.
3783	2001	Ford Crown Victoria Patrol Needs cylinder heads due to spark plugs blowing out. Estimated repair costs \$2,000	2FAFP71WX204157	90,600 mi.



THE CITY OF SAN DIEGO

MEMORANDUM

DATE: March 12, 2012

TO: Bob Blackburn, Fleet Services Division, City of Escondido

FROM: Jeff Jungers, Central Stores Operations Manager, Purchasing & Contracting Department

SUBJECT: City Contract- Auctioneer Services

The City of San Diego has picked up the latest one-year option for Auctioneer Services with Ken Porter Auction Company (KPA) under the City of El Segundo's Cooperative Bid No. 05-15. The contract period was extended through 1/12/2013. The City of San Diego's Contract Reference No. is 9291-08-C.

If you have any questions regarding the City of San Diego's participation under this contract or any questions regarding the level of service provided to the City by KPA, please feel free to contact me at (619)533-4088 or at www.jjungers@sandiego.gov.



City of El Segundo

December 20, 2011

Ken Porter Auctions
VIA EMAIL: tony@kenporterauctions.com
Attention: Tony Martinez
400 E. Redondo Beach Blvd
Gardena, CA 90248

Subject: Acceptance of contract extension until 1/12/2013

Dear Tony:

The City is acknowledging receipt of contract extension offer made by yourself and Ken Porter Auctions in December 2011. Based upon the offer the City would like to accept the December 2011 extension until 1/12/2013. Thereafter, the City and Ken Porter Auctions will need to decide whether to amend the contract to extend the term.

If you have any questions please give Richard Hogate, Purchasing Agent a call at (310) 524-2339.

Thank you,

A handwritten signature in dark ink, appearing to read "Doug Willmore", is written over a horizontal line.

Doug Willmore
City Manager

Monday, October 24, 2005

J. Richard Hogate

Risk Manager/Purchasing Agent

City of El Segundo

350 Main Street, Room 5

El Segundo, CA 90245-3813

Dear Mr. Hogate:

C.H.P. Enterprises, Inc. d.b.a. Ken Porter Auctions is pleased to submit the enclosed Proposal to provide Auctioneering Services for the City of El Segundo for your consideration.

C.H.P. Enterprises is a wholly owned corporation of Ray Claridge. Mr. Claridge has several automobile affiliated companies. These companies include Cinema Vehicles Services, which owns over 1,000 vehicles for film and television rental and Golden West Trailers, which handles automobile towing vehicles. In addition, Mr. Claridge is a shareholder and former managing partner of Spectrum Auctions, which has specialized in collectable cars for nearly 30 years. As a result, Ken Porter Auctions has at its disposal a large, varied fleet of towing equipment and personnel that gives us unequalled company owned transport and auctioneering capabilities.

We are proud of our management team, which boasts of over 50 years of auction experience and over 100 years of marketing and management experience. We feel our overall expertise is unequaled in Southern California. And we do it competitively.

KPA has expanded its efforts to increase vehicle and equipment sales to the general public. We have increased our advertising budget annually since June 2001. This expansion, along with our upgraded Internet site and our doubling of our on site settlement personnel, allows us to reach and efficiently deal with these increased sales. These sales increase your opportunity for maximum returns.

The KPA team can be working for you by moving quickly and responsibly to meet your needs. And we do it from a sound financial base. The result is satisfied customers and safe, comfortable transactions. The City of El Segundo can enjoy these benefits and more by selecting Ken Porter Auctions to handle their Auctioneering Services.

Sincerely,

Dale C Van Wagner

Marketing Manager

Cell: (818) 201-6573

**CITY OF EL SEGUNDO
CITY CLERK'S OFFICE
350 MAIN STREET
ROOM 5
EL SEGUNDO, CALIFORNIA 90245-3813**

NOTICE OF INVITING BIDS

NOTICE IS HEREBY GIVEN THAT THE Risk Manager/Purchasing Agent of the City of El Segundo will receive sealed bids for:

Professional auction services on an as needed basis by each participating agency and as described by City of El Segundo Bid Specification No. 05-15 "Auction Services."

EACH BID MUST BE SUBMITTED IN THE ENCLOSED RETURN ENVELOPE OR SIMILARLY MARKED ENVELOPE IN TRIPPLICATE AND ON THE FORMS AVAILABLE IN THE OFFICE OF THE RISK MANAGER/PURCHASING AGENT. IF AN ENVELOPE OTHER THAN THE ONE PROVIDED IS USED TO RETURN THE BID, IT MUST BE IDENTIFIED AS BID NO. 05-15 ON THE ENVELOPE. FAILURE TO IDENTIFY THE BID ON THE ENVELOPE MAY RESULT IN DISQUALIFICATION OF THE BID.

Each Bid must be submitted in triplicate to the office of the City Clerk at 350 Main Street, El Segundo, CA 90245-3813. Bids will be received until 11:00 AM on Tuesday the 25th day of October, 2005, and will be opened at that time in the office of the City Clerk, City of El Segundo and, thereafter, will be submitted to the Risk Manager/Purchasing Agent/City Council or Governing Board of each participating agency for award of a contract or rejection of the responses as the Risk Manager/Purchasing Agent/City Council/ or Governing Board of each participating agency may deem wise in its discretion.

BIDS RECEIVED AT 11:00 a.m. OR AFTER 11:00 a.m. WILL BE CONSIDERED LATE. It is the policy of the City of El Segundo to reject any bid which is received late. Such bid may be returned unopened.

If you have any questions regarding this bid, please call J. Richard Hogate, Risk Manager/Purchasing Agent, at (310) 524-2339.

DATED: THIS 10TH DAY OF OCTOBER 2005.

CITY OF EL SEGUNDO

**J. RICHARD HOGATE
RISK MANAGER/PURCHASING AGENT**

Bid No. 05-15

BID INSTRUCTIONS AND CONDITIONS

1. **Reservations:** The City reserves the right to reject any and all bids received, to take all bids under advisement for not to exceed ninety (90) days after date of opening thereof, to waive any informality on any bid and to be the sole judge of the relative merits of material mentioned in the respective bids received.
2. **Bid Form:** The proposal must be made on the forms provided for that purpose, enclosed in a sealed envelope and marked Bid No. "**AS APPROPRIATE**" and Bid Opening Date "**AS APPROPRIATE**" and addressed to City Clerk's Office Attn. Risk Manager/Purchasing Agent, 350 Main Street Room 5, El Segundo, California 90245-3813. No telegraphic fax or telephonic proposal will be considered.

Blank spaces in the proposal must be properly filled in, using ink, indelible pencil, or typewriter, and the phraseology of the proposal must not be changed. Any unauthorized conditions, limitations or proviso attached to a proposal will be liable to render it informal and may cause its rejection. Alteration by erasure or interlineation must be explained or noted in the proposal over the signature of the bidder. Bidders are invited to be present at the opening of the proposals. Proposals shall be subject to acceptance by the City for a period of ninety (90) days.

Three (3) of the completed bid forms shall be submitted to the City on the date and time specified in the Notice Inviting Bids.

3. **The Contract:** The bidder to whom the award is made will be issued a Purchase Order by the City or enter into a written contract with the City of El Segundo. In case of default by the vendor, the City reserves the right to procure the services from other sources and to hold the vendor responsible for any damages incurred by the City thereby.
4. **Payments:** Progress payments and/or complete payment on the contract price will be made in approximately thirty (30) days from date of completion and acceptance of the work performed by demands on the City Treasurers office of the City of El Segundo approved as required by Municipal Code and General Law Provisions.
5. **Performance Bond:** None unless specified by the attached specifications.
6. **Taxes:** Municipalities are EXEMPT from Federal Excise and Transportation taxes. Prices quoted are to EXCLUDE Federal Taxes. Exemption certificates will be furnished on request. Unless otherwise indicated, prices quoted will be considered to INCLUDE SALES or USE TAX which is payable by the City.
7. **Errors and Omissions:** The vendor shall not be allowed to take advantage of any errors and/or omissions in these specifications or in the vendor's specifications submitted with his proposal. Full instructions will always be given when such errors or omission are discovered.

Bid No. 05-15

8. **Default:**

- a. If the vendor fails in any manner fully to perform and carry out each and all of the terms, covenants, and conditions of the contract, he shall be in default and notice in writing shall be given him of such default by the Risk Manager/Purchasing Agent of the City. If the vendor fails to cure such default within such time as may be required by such notice, the City, acting by and through the Risk Manager/Purchasing Agent, may at its option terminate and cancel the contract, and at the expense of the vendor and his or its surety, complete the contract or cause the same to be completed. The performance bond and the money payable thereon shall be forfeited thereby and to remain the property of the City of El Segundo.
- b. In the event of such termination, all monies due the vendor under the terms of the contract shall be retained by the City, but such retention shall not release the vendor or his surety from liability for his default. In such event, however, the vendor and his surety will be credited with the amount of money so retained toward any amount by which the cost of completion of the contract, as above provided, exceeds the original contract price.
- c. Such termination shall not affect or terminate any of the rights of the City as against the vendor or his surety then existing, or which may thereafter accrue because of such default and the foregoing provision shall be in addition to all other rights and remedies available to the City under the law.
- d. The waiver or a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

9. **Infringement on patent rights, copyrights or trademarks:** The contractor must save, keep, hold harmless and fully indemnify the City of El Segundo and its officers and employees, and agents from all damages, or claims for damages, costs or expenses, in law or equity that at any time arises or be set up for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the City of El Segundo, or by any of its officers, employees, or agents, of articles to be supplied under this proposal, and of which the contractor is not the patentee or assignee or has not the lawful right to sell same.

10. **Safety Requirements:** The equipment you would supply to the City of El Segundo must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused. Suppliers may be required at his expense to provide training to City employees in the operation of this item, and its maintenance at the convenience of the City.

Bid No. 05-15

11. **Business License:** The successful vendor shall possess or obtain a City of El Segundo Business License within five (5) business days after receipt of the Notice of Acceptance of his bid.
12. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
13. **Permits:** All permits fees and licenses necessary for the completion of the work shall be paid for by the Contractor and subcontractors.
14. **BIDS ARE TO BE SUBMITTED TO THE CITY OF EL SEGUNDO IN TRIPLICATE. (ONE ORIGINAL AND TWO COPIES).**
15. The preceding Instructions and Conditions and the attached are applicable to this Bid and the BIDDER ACKNOWLEDGES ACCEPTANCE THEREOF OF BY SIGNING AND FILING SAID BID.

Bid No. 05-15

**CITY OF EL SEGUNDO COOPERATIVE BID
SPECIFICATION NO. 05-15
"AUCTION SERVICES"**

1.0 GENERAL

- 1.1 The City of El Segundo is acting as lead agency on behalf of other agencies soliciting bids for auction services to be used for the disposal of surplus property. Each agency participating shall be responsible for their own debts and for determining the extent if any, of their participation in the program. The Los Angeles Metro Public Purchasing Agents' Cooperative (LAMPPAC) membership consists of (38) City's, (2) County Agencies, (4) School Districts, and (2) Special Districts from Los Angeles and Orange Counties. Please visit www.lamppac.org for more information.

1.2 Length & Award of Contract

The contract will be for five (5) years as follows: a three (3) year base contract with two (2) additional one year optional periods. Bidders are advised that the participation of an agency in the program is in most cases subject to the review and approval of the agency's governing board or council.

1.3 Evaluation of Bids

All bids received will be evaluated upon the best combination of commission rates, services offered, facilities, references and abilities to meet the requirements of the specifications. Agencies reserve the right to tour a bidder's facilities and to speak with officials of each company submitting a bid as part of the bid evaluation process.

1.4 Agency Rights

Each agency reserves the right to split the order and award the disposal of vehicles separately if such action is considered to be in the best interest of the agency. Each agency further reserves the right to establish reserve for any item placed up for auction with the Contractor. Prospective bidders are advised that no agency by virtue of its participation in the program is guaranteeing a certain number of vehicles, goods or materials will be placed up for auction with the Contractor during the life of the contract.

1.5 Contract Termination

A contract may be terminated, with or without cause by any participating agency upon the submittal of thirty (30) days written notice to the Contractor. The Contractor shall have the right to terminate the contract upon the submittal of ninety (90) days written notice to the agency based upon agency failure to perform in accordance with the terms and conditions of the purchase contract or agreement.

BID for Auction Services .#05-15 -Specifications.doc

Bid No. 05-15

1.6 Licenses & Permits

The Contractor will be required to have and maintain during the life of the contract all necessary licenses and permits required to provide the specified services. Prospective bidders desiring specific information regarding a particular participating agency's license and permit requirements are urged to contact the agency directly.

1.7 Proof of Insurance

The Contractor shall be required to provide proof of insurance as required by each participating agency. The Contractor shall be required to obtain and maintain at all times during the term of the contract Commercial General Liability and Automobile Insurance protecting the Contractor for not less than \$1,000,000 combined single limit. Bidders are advised that some agencies may have insurance requirements greater than those previously stated. Accordingly, bidders should review Exhibit A for Individual Agency Requirements or contact agency directly for specific information.

1.8 Agency Indemnification

The Contractor shall defend, indemnify and hold harmless all of the participating agencies, their component units, and their officers, elected officials, employees, and volunteers from and against any and all claims and liabilities arising from or related to Contractor's work or other things done, caused to be done, permitted or suffered by Contractor in connection with performance or efforts to perform, under this contract, and from all costs, attorney's fees, and liabilities incurred in the defense of any claim or action or proceeding brought thereon. Contractor shall further defend, indemnify and hold harmless the participating agencies from and against any and all claims and liabilities arising from or related to any breach or default by the Contractor in the performance of any obligation to be performed under this contract, or arising from any act or omission or negligence of Contractor, or any officer, agent or employee of Contractor regardless of whether or not there exists any negligence, either active or passive, on the part of the participating agencies from all costs, attorney's fees, and liabilities incurred in the defense of any claim or action or proceeding brought thereon.

In the event any action or proceeding is brought against any of the agencies by reason of any claim or liability, Contractor shall defend the same at Contractor's expense by council reasonably satisfactory to the agencies. Contractor as a material part of the condition to the participating agencies, under this contract, hereby assumes all risk of damage to property or injury to persons, from any cause other than the agencies sole negligence and Contractor hereby waives all claims in respect thereof against the participating agencies, including active or passive. The Contractor shall give prompt notice to the participating agencies in case of casualty or accidents in connection with the work performed under this contract.

Bid No. 05-15

1.9 Withdrawal of Bids

A bid may be withdrawn upon written request to the Risk Manager/Purchasing Agent for the City of El Segundo anytime prior to the opening of bids. No bid may be withdrawn for a period of 90 days after the date and time established for the opening of bids.

1.10 Submittal of Bids

All bids must be submitted to the City Clerk for the City of El Segundo in the manner prescribed by the date and time stated in the Notice Inviting Bids. Bids submitted after the date and time established for the opening of bids will be returned unopened to the sender. The City of El Segundo will not accept any bid submitted by Fax.

1.11 Inquiries

Any question regarding these bid specifications should be directed to Mr. J. Richard Hogate, Risk Manager/Purchasing Agent, City of El Segundo at 310/830-7600 extension 1231. Questions regarding the status of award of bid by a particular agency should be directed to the agency.

1.12 Contract Extension To Other Agencies

The prices, terms and conditions of this specification may be extended to other governmental agencies, at the mutual agreement of both the agency and the contractor. All requirements of specifications, purchase orders, invoices, and payments with other agencies would be direct with the successful bidder. The City of El Segundo does not warrant any additional use of the contract by such agencies.

The City of El Segundo shall be notified immediately by the Contractor of the extension of the bid to any agency not originally included in this RPF solicitation.

2.0 REQUIRED SERVICES

- 2.1 The Contractor shall provide off-site auction services, open to the public, for the sale of vehicles, equipment, miscellaneous supplies and materials provided periodically by the participating agencies. All items will be sold "as is."
- 2.2 It shall be the sole responsibility of the successful bidder to sell and/or properly dispose of all computer related items in compliance with all local, state and federal laws regulating the disposal of such items.
- 2.3 The Contractor shall be required to transport all vehicles, equipment, miscellaneous supplies and materials to the auction site no later than five business days after a request for pick up has been made. All transportation charges including providing pallets,

Bid No. 05-15

material handling equipment, shrink-wrapping materials and labor shall be the responsibility of the contractor. Bidders are advised that it may be necessary to make pick ups from multiple sites within some jurisdictions.

- 2.4 The Contractor shall have responsibility for the marketing, advertising, and conducting the auction. The Contractor shall also be responsible for collecting all monies paid for items sold and shall give to each participating agency with payment a report indicating the items sold, the amount paid, the commission retained by the Contractor and the amount due the agency. Said payment and report shall be given to the agencies no later than five (5) business days after the conclusion of the sale. The agencies reserve the right to audit the sales and the Contractors books and records.
- 2.5 The Contractor will be required to pay each agency for items sold by check sent by certified mail within (10) working days after the date of sale. Checks shall be sent to the Risk Manager/Purchasing Agent or designated agency representative at the address referenced in the purchase contract or agreement with each agency.
- 2.6 The Contractor shall have responsibility for preparing necessary documentation to effectuate the transfer of ownership required by the Department of Motor Vehicles for all vehicles sold.
- 2.7 Contractor shall accept legal liability for all vehicles, equipment, miscellaneous supplies and materials beginning with pick up through sale.
- 2.8 Contractor will be required to have sufficient space to hold over items not sold at the sale held immediately after pick up and shall place said items for sale at a second auction to be held at a later date. Items not sold at the second auction will be returned to the agency unless otherwise instructed by the agency.
- 2.9 Bidders shall indicate their commission rate as a percentage of the total dollar amount sold for vehicles and then for equipment, miscellaneous supplies and materials. Said percentages are to be clearly stated on the bid summary page included as part of this specification.
- 2.10 Any and all fees which will be charged are to be listed on the bid summary page. Services provided by the Contractor but for which a fee is not indicated on the bid summary page shall be presumed to be given by the Contractor at no cost to the participating agencies.
- 2.11 The fees and percentages offered by the Contractor shall be fixed during the life of the contract. Each participating agency will retain the right to extend the contract for additional periods of time if such negotiated extension is considered to be in the best interest of the participating agency.

Bid No. 05-15

- 2.12 Bidders shall as part of their response provide at least five (5) references from clients served during the last twenty-four (24) months. At least three of the references given are to be public agencies.
- 2.13 Bidders as part of their response shall provide copies of brochures and advertisements used to market or promote their last three public auctions.
- 2.14 Bidders as part of their response must provide a listing of sold vehicles from recent auctions including model, year, condition and sales price.
- 3.0 **MISCELLANEOUS TERMS AND CONDITIONS**
- 3.1 The Contractor will be required to comply with applicable Federal, State, County and local rules and regulations.
- 3.2 Participating agencies shall not be charged storage fees for items stored through two sales at least.
- 3.3 Employees of the Contractor shall not be considered to be employees of any of the agencies participating in this bid solicitation.
- 3.4 The Contractor shall not sell, assign, subcontract or transfer the contract nor any of the rights and privileges granted thereby without the prior written approval of the participating agency(s).
- 3.5 The Contractor shall be responsible for tagging, inventorying and loading of items to be sold by the various agencies at their locations during normal business hours.

Bid No. 05-15

**CITY OF EL SEGUNDO COOPERATIVE BID
BID SPECIFICATION NO. 05-15
"AUCTION SERVICES"**

City of El Segundo
City Clerk's Office
Room 5
350 Main Street
El Segundo, California 90245-38 13

Gentlemen:

In accordance with City of El Segundo Bid Specification No. 05-15 for auction services, we are pleased to provide the participating cities with auction services as described for a three (3) year base contract with two (2) additional one year optional periods, at the rates indicated below.

- A. Commission percentage rate for the sale of surplus motor vehicles shall be 0%.
- B. Commission percentage rate for the sale of surplus equipment, miscellaneous supplies and materials shall be 0%.
- C. Commission percentage rate for the sale of jewelry shall be 0%.
- D. Amount of buyers premium to be charged shall be 10.5% and the amount of buyers premium returned to the public agency shall be .5%.
- E. Schedule of Miscellaneous Fees (List Service and Corresponding Fees). Miscellaneous fees not listed below will not be accepted at a later date.

Item

Fee

None

N/A


Bidders Initials

BID for Auction services .#05-15 .specifications.doc

10

Bid No. 05-15

F. Company representative to be assigned to service this contract (s).

Name: Dale Van Wagner

Title: Marketing Director

Phone: (818) 201-6573 Address: 12580 Saticoy Street, North Hollywood, CA 91605

ALL BIDS ARE TO BE SUBMITTED IN TRIPLICATE

Name of Company: Ken Porter Auctions

Date: October 24, 2005

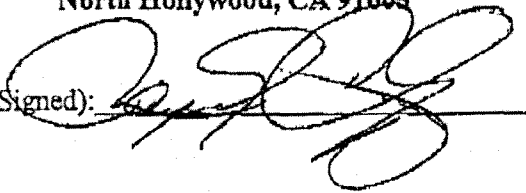
Address: 12580 Saticoy Street

Telephone: (818) 255-0616

North Hollywood, CA 91605

Fax: (818) 255-0618

By (Signed):



Title: President

Bld No. 05-15

APPENDIX A

REFERENCES

Please provide in the space below the names of five clients served during the past twenty-four (24) months. Three of the five clients served must be public agencies.

1. Company/Agency: County of Ventura

Address: 800 S. Victoria Avenue, Ventura, CA, 93009

Phone: (805) 654-3752

Contact Person: Leslie Percy

2. Company/Agency: City of Long Beach

Address: 2600 Temple Avenue, Long Beach, CA, 90802

Phone: (562) 570-5404

Contact Person: Timothy Duggan

3. Company/Agency: City of Upland

Address: 1370 N. Benson Avenue, Upland, CA, 91785

Phone: (909) 931-4253

Contact Person: Frank Domijan

4. Company/Agency: Durham School Services

Address: 9011 Mountain Ridge Drive, Suite 200, Austin, Texas, 78759

Phone: (512) 343-6292

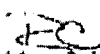
Contact Person: Tom Mc Bride

5. Company/Agency: Walt Disney Studios

Address: 500 S. Buena Vista Street, Burbank, CA, 91521

Phone: (818) 560-1285

Contact Person: Rick White


Bidders Initials

BID for Auction Services #05-15 Specifications.doc

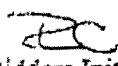
12

Bid No. 05-15

APPENDIX B**GENERAL INFORMATION**

Bidders are asked to answer the following questions as part of their bid response. Please do not leave any question unanswered. Answers to these questions will be considered as part of the evaluation process. Use additional sheets if necessary.

<u>Question</u>	<u>Response</u>
1. Number of times auction is held per month:	1
2. Where is your local auction site?	22800 S. Normandie Ave. Torrance, CA 90502
3. What is the average attendance?	400 - 500
4. How many parking spaces do you provide for the general public? Paved or unpaved?	150 plus Both
5. What are your hours of operation?	8:00 am to 5:00 pm Monday to Friday
6. How much storage capacity do you have?	420,000 square feet
7. Do you send out descriptive photo brochures? If so, please provide a copy in your bid.	Yes See Exhibit B
8. How many names are on your current mailing list?	8,800 plus


Bidders Initials

BID for Auction Services .#05-15 .Specifications.doc

13

Bid No. 05-15

- | | | |
|-----|--|--|
| 9. | What paper of general circulation do you advertise in? | Los Angeles Times, Long Beach Press Telegram, Orange County Register, Ventura County Star. |
| 10. | Do you have pre-auction inspections for bidders? | Yes |
| 11. | Transportation contracted or subcontracted? | Contracted |
| 12. | Does the provider of transportation carry their own insurance? | Yes |
| 13. | Name & location of transportation services? | Cinema Vehicles Services
12580 S. Saticoy Street
North Hollywood, CA 91605 |
| 14. | Contractor/Subcontractor licensed and bonded? | Yes |
| 15. | Full service, turn key auction? | Yes |
| 16. | Licensed/Bonded Dealer? | Yes |
| 17. | Professional Appraisal Services Available? | Yes |
| 18. | Average number of vehicles sold per auction? | 200 plus |
| 19. | What was the total number of lots for each of your last three auctions? | 235 + 284 + 335 = 854 |
| 20. | Number of years in business? | 43 plus years |
| 21. | Will you allow Cities currently under contract to you to enter into this new contract? | Yes |


Bidders Initials

BID for Auction Services #05-15 - Specifications.doc

14

Bid No. 05-15

22. Does your site have restroom facilities? **Yes**
23. What is your policy regarding allowing a buyer to renege on a purchase? **We do NOT let buyers renege. If they refuse to pay, they lose their deposit.**


Bidders Initials

BID for Auction services .#05-15 .specifications.doc

15

Bid No. 05-15

**CITY OF EL SEGUNDO
BID NO. 05-15**

AFFIDAVIT OF NON-COLLUSION

The undersigned, as bidder declares that this proposal is made without collusion with any other person, firm or corporation and that the only person or parties interested as principals are named herein. Having carefully examined the Notice Inviting Bids, the Specifications and the Terms and Conditions, we do hereby propose and agree, in the event of acceptance hereof to enter into the required agreement with the City of El Segundo.

Dated this 24th day of October 2005. I
certify (or declare) under penalty of perjury
that the foregoing is true and correct.

Name of Company: Ken Porter Auctions

Signature:



Title: President

Bid No. 05-15

Exhibit A
INSURANCE REQUIREMENTS
[MUST BE SUBMITTED WITH PROJECT PROPOSAL]

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Professional liability	N/A
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance must meet or exceed the requirements of the most recent ISOCOL Form Number. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the City, its officials, and employees as "additional insured" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such insurance must be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Professional liability coverage must be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," the Consultant must continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated ("extended insurance"). Such extended insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and cover the Consultant for all claims made by the City arising out of any errors or omissions of the Consultant, or its officers, employees or agents during the time this Agreement was in effect.

Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Consultant must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Consultant will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's consultant. Failure to provide this form may render the bidder's proposal "nonresponsive"

Date: 10/24/2005
BID for Auction Services .#05-15 .Specifications.doc

Bidder: Ken Porter Auctions
17

Bid No. 05-15

**CITY OF EL SEGUNDO COOPERATIVE BID
BID SPECIFICATION NO. 05-15
"AUCTION SERVICES"**

City of El Segundo
City Clerk's Office
Room 5
350 Main Street
El Segundo, California 90245-38 13

Gentlemen:

In accordance with City of El Segundo Bid Specification No. 05-15 for auction services, we are pleased to provide the participating cities with auction services as described for a three (3) year base contract with two (2) additional one year optional periods, at the rates indicated below.

- A. Commission percentage rate for the sale of surplus motor vehicles shall be 0%.
- B. Commission percentage rate for the sale of surplus equipment, miscellaneous supplies and materials shall be 0%.
- C. Commission percentage rate for the sale of jewelry shall be 0%.
- D. Amount of buyers premium to be charged shall be 10.5% and the amount of buyers premium returned to the public agency shall be .5%.
- E. Schedule of Miscellaneous Fees (List Service and Corresponding Fees). Miscellaneous fees not listed below will not be accepted at a later date.

Item

Fee

None

N/A

+3
Bidders Initials

BID for Auction services -#05-15 -specifications.doc

10

Bid No. 05-15

F. Company representative to be assigned to service this contract (s).

Name: Dale Van Wagner

Title: Marketing Director

Phone: (818) 201-6573 Address: 12580 Saticoy Street, North Hollywood, CA 91605

ALL BIDS ARE TO BE SUBMITTED IN TRIPLICATE

Name of Company: Ken Porter Auctions

Date: October 24, 2005

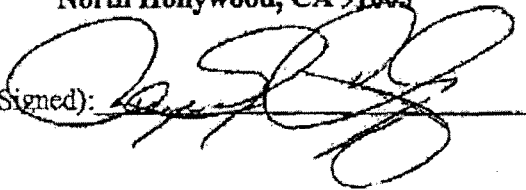
Address: 12580 Saticoy Street

Telephone: (818) 255-0616

North Hollywood, CA 91605

Fax: (818) 255-0618

By (Signed):



Title: President

 **VEHICLE DEALER** Lic. No.: 08690

ISSUED TO: DEC 1, 2004 Expiration Date: NOV 30, 2005

This license is valid for the period indicated above. This license shall be signed and displayed in the office at the address shown below, pursuant to the California Vehicle Code.

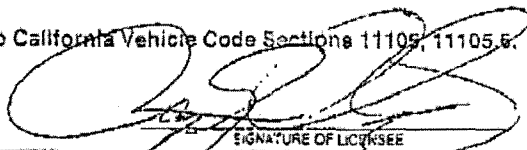
ISSUED TO: KEN PORTER AUCTIONS
22800 S NORMANDIE AVE
TORRANCE CA 90502

A/C USED
TRL NEW

BR

License must be renewed annually pursuant to California Vehicle Code Sections 11105, 11105.5, 11204, 11410, 11508, 11620 or 11717.

CONTROL NO. VBL 783542


SIGNATURE OF LICENSEE

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION..

SELLER'S PERMIT



ACCOUNT NUMBER

6/14/2001 SR Y AC 13-689721 00006 AB

C.H.P. ENTERPRISES
22800 NORMANDIE AVE.
TORRANCE, CA 90502

THIS PERMIT DOES NOT
AUTHORIZE THE HOLDER
TO ENGAGE IN ANY
BUSINESS CONTRARY TO
LAWS REGULATING THAT
BUSINESS OR TO
POSSESS OR OPERATE
ANY ILLEGAL DEVICE.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE
BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED BUT IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS,
OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES
DUE BY THE NEW OPERATOR OF THE BUSINESS.

Not valid at any other address

FOR GENERAL TAX QUESTIONS, PLEASE TELEPHONE OUR INFORMATION CENTER AT 1-800-400-7115.

BOE-442-R REV. 13 (6-00)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/12/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER United Agencies Inc. CA License # 0282638 100 No. 1st Street, Ste. 301 Burbank, CA 91502 J.O. Yungfleisch Insurance		800-800-8880 877-901-8822	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: CHPEN-1	FAX (A/C, No): NAID #
INSURED C.H.P. Enterprises, Inc. Cinema Vehicle Services Ken Porter Auctions 12580 Satcoy Street N. Hollywood, CA 91605		INSURER(S) AFFORDING COVERAGE		
		INSURER A: Great Divide Insurance Co.		25224
		INSURER B: Hartford Ins Co of the Midwest		37478
		INSURER C: Chubb Group of Ins. Companies		10052
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	X	CPA1023043-15	08/16/11	08/16/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Deductibl \$ -0-
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		CQA1023044-15	08/16/11	08/16/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☒ RETENTION \$ 10,000		CUA1023045-14	08/16/11	08/16/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	72 WE OG8088	12/01/11	12/01/12	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Crime		8170-4258	08/16/11	08/16/12	Crime 500,000
C	Professional		8804-7741	07/05/11	07/05/12	Auctioneer 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The certificate holder is named an additional insured as their interest warrants regarding operations of the named insured.

CERTIFICATE HOLDER

CANCELLATION

CITYELS City of El Segundo Public Works Department Engineering Divis. 350 Main Street El Segundo, CA 90245	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2009 ACORD CORPORATION. All rights reserved.

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 9

Date: March 21, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Michelle Geller, Management Analyst

SUBJECT: Streamlining of Traffic Control Plan Process for Downtown Special Events

RECOMMENDATION:

It is requested that Council authorize staff to develop a selection of pre-approved traffic control plan templates to simplify the process for downtown street closures associated with special events and adopt Resolution No. 2012-45 modifying the Fund Balance Policy and authorizing a budget adjustment in the amount of \$20,000 from the General Fund Economic Development Commitment Fund to the City Manager's Professional Services account (5131-001-002) to fund the project.

FISCAL ANALYSIS:

The cost is estimated in the range of \$15,000 to 18,000. Currently there is \$8,463,170 in the General Fund Economic Development Commitment Fund.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Community Outreach and Economic Development sections of the 2011-2012 City Council Action Plan.

PREVIOUS ACTION:

None

BACKGROUND:

In the 2011-2012 Council Action Plan, the City Council expressed its desire to streamline government processes and encourage more special events in downtown Escondido.

Currently, in order to hold a special event which calls for the closing of public streets, the event organizer is required to provide a Traffic Control Plan (TCP) that has been prepared by a professional traffic engineering vendor. The TCP ensures the safe closure of streets and

transfers liability for the closure from the City to the traffic engineering vendor. A TCP can range from several hundred dollars to \$1,500 per page, and can be up to four pages, depending on the complexity of the closure and the vendor's fees. This can become quite costly and may deter special event organizers.

As an incentive to hold more events downtown, staff proposes offering three pre-approved TCP template options for special events in Downtown Escondido. The templates would reflect typical street closures ranging from small events (such as the Chocolate Festival), medium ("Cruisin' Grand); and large (Street Faire). Event organizers would have the option to choose one of the street closure traffic plans that best meets the needs of their event. There would be no charge to use the TCP as long as the closure does not deviate from the chosen template. If the event organizers want to deviate from the standard templates, they would be responsible for obtaining and paying for their own TCP.

In addition to the benefit of encouraging more downtown events, this proposal will allow for more effective and efficient use of city staff members' time by reducing the overall number of individual TCP's required to be reviewed by the City Traffic Engineer as well as requiring less monitoring by the City Manager's staff to ensure the timely delivery of the plans for review prior to the event.

If Council approves this proposal, staff would solicit proposals and award a contract to a traffic engineering firm to prepare three standard Traffic Control Plan templates. The cost to have a professional traffic engineering firm create the templates is estimated at approximately \$15,000-18,000 and the TCPs would be valid for two years.

Respectfully submitted,

A handwritten signature in black ink that reads "Michelle Geller". The signature is written in a cursive, flowing style.

Michelle Geller
Management Analyst



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: 03/21/12
Department: City Manager's Office
Division: _____
Project/Budget Manager: Joyce Masterson 4621
Name Extension
Council Date (if applicable): 03.21.2012
(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
Economic Development Commitment Fund	3011-001		\$20,000
Economic Development Consultant (Professional Services)	5131-001-002	\$20,000	

Explanation of Request:

Transfer funds from the Economic Development Commitment Fund to the City Manager's Professional Services account to fund pre-approved street closure traffic control plans (TCP) in order to streamline the TCP process and encourage more special events in downtown Escondido.

APPROVALS

Department Head _____ Date _____
Jodi Cross Cleveland 3/6/12
Finance _____ Date _____

City Manager _____ Date 2/29/12
City Clerk _____ Date _____

RESOLUTION NO. 2012-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, MODIFYING THE CITY OF ESCONDIDO FUND BALANCE POLICY, GENERAL FUND RESERVE AND ECONOMIC DEVELOPMENT COMMITMENT FUND BALANCE FOR THE GENERAL FUND, AND OTHER CITY FUNDS FOR THE PURPOSE OF STREAMLINING THE TRAFFIC CONTROL PLAN PROCESS

WHEREAS, the Governmental Accounting Standards Board ("GASB") has issued its Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions with the intent of improving financial reporting by providing fund balance categories that will be more easily understood; and

WHEREAS, the City Council of the City of Escondido has adopted Resolution No. 2011-151, the Fund Balance Policy; and

WHEREAS, the Fund Balance Policy provides that the City Council may commit General Fund balance for specific purposes by taking formal action and these committed amounts cannot be used for any other purpose unless the City Council removes or changes the specific use through the same formal action to establish the commitment; and

WHEREAS, the City Council has determined that the General Fund Reserve balance be established at \$19,295,333; and

WHEREAS, the balance of the General Fund Economic Development Reserve is now \$8,463,170; and

WHEREAS, the City Council has determined that the specific purposes for which the General Fund Economic Development Reserve be used to fund any project that spurs economic development, and funding the streamlining of the streamlining of the Traffic Control Plan process by creating pre-approved street closure templates for \$20,000 qualifies under this definition; and

WHEREAS, the 2011-2012 City Council Action Plan was approved on September 14, 2011, which directed staff to streamline government processes and encourage more special events in downtown Escondido; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to approve the streamlining of the Traffic Control Plan by funding pre-approved templates.

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 hereby establishes and approves the new balance of the General Fund Economic Development Reserve at \$8,443,170 as of the date of this Resolution, and \$20,000 for the City Manager's Professional Services account be established in the fiscal year 2011/12 budget to fund the development of pre-approved street closure templates.

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 10

Date: March 21, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Richard O'Donnell, Deputy Director of Maintenance & Operations
Robert Blackburn, Department Specialist, Fleet Maintenance

SUBJECT: Authorize the Purchase of a Wastewater Collection Vactor Truck

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2012-39 to approve the purchase of one (1) new Wastewater Collection Vactor truck from Haaker Equipment Company as a sole source.

FISCAL ANALYSIS:

This vehicle will be used only for wastewater maintenance and will be purchased with Fleet Replacement funds. Sufficient funds have been budgeted for fiscal year 2011-12, in account number 5208-653-715. Haaker Equipment Company has provided us with a total price including sales tax of \$361,797.56

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Council's Action Plan regarding public health and safety, as it will be used to maintain the City's wastewater collection system (sewer system).

BACKGROUND:

The Fleet Maintenance Division would like to purchase a new 2012 Vactor truck. This truck will be used by the Collections Division of the Utilities Department for maintenance of the wastewater collection system. Currently, they use a Vactor truck that was put into service in May of 2000. Although this vehicle only has 34,060 miles on the odometer, the engine has 8,635 hours of operation on it. This is due to the Power Take Off (PTO) which powers the truck's equipment during operation while it is standing still. Using the North American Fleet Association (NAFA) standard, these hours of operation equate to over 280,000 miles on the motor. Additionally, the serviceable life expectancy of a Vactor is ten (10) years due to the corrosive nature of its work environment. Consequently, prolonged replacement of this essential vehicle will result in expensive and ongoing repairs.

Authorization to purchase Collections Vactor

March 21, 2012

Page 2

We are recommending a sole source in this case because Vactor is the preferred equipment by our Fleet Maintenance Division and our Collections Division for this application. Haaker Equipment is the sole vendor for this product in the Southern California District. Vactor has proven to be superior in quality, design, durability, and reliability; key factors in maintaining our City's sewer system. Haaker has agreed to sell us a Vactor that is currently being built, that meets our specifications, for a total of \$361,797.56. This is a discount of \$23,516.85. If we do not seize this opportunity, and we were to order a new Vactor, the cost would be \$385,314.41. In addition, if we ordered a new Vactor it will be 310-380 days to take delivery. By purchasing the truck already being built, we can take delivery in October.

We have located other Vactor dealers, one in Northern California, and some in surrounding states; however, they have indicated that they will not bid on equipment out of their district.

Respectfully submitted,



Richard O'Donnell
Deputy Director of Maintenance & Operations



Robert Blackburn
Department Specialist, Fleet Maintenance

RESOLUTION NO. 2012-39

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, THE PURCHASE OF A NEW
WASTEWATER COLLECTION VACTOR
TRUCK

WHEREAS, the City of Escondido (the "City") desires to replace a wastewater collection vactor truck with a new model; and

WHEREAS, Haaker Equipment Company has been identified as the sole source bidder and can provide a superior vehicle that meets the City's specifications; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the purchase of the vactor truck from Haaker Equipment Company; and

WHEREAS, the Deputy Director of Maintenance and Operations recommends the approval of the purchase of the vactor truck from Haaker Equipment Company for \$361,797.56.

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

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Deputy Director of Maintenance and Operations.
3. That the City Council authorizes the City Manager or his designee to execute, on behalf of the City, the purchase of a new vactor truck.

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 11

Date: March 21, 2011

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Director of Engineering Services
Debra Lundy, Real Property Manager

SUBJECT: Quitclaim Deed – V.I.S. Ltd. – Leslie Lane Public Utility Easement Project

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2012-32, authorizing the Real Property Manager and City Clerk to execute a Quitclaim Deed with a public utility easement reservation.

FISCAL ANALYSIS:

None with this action.

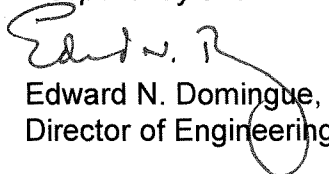
PREVIOUS ACTION:

On November 7, 2001, City Council adopted Resolution No. 2001-249 authorizing Eminent Domain proceedings.

BACKGROUND:

Construction of the Leslie Lane Reservoir Access project required the acquisition of a portion of 2 privately owned properties. Staff was not able to settle with V.I.S. Ltd. and determined that an eminent domain action would be required to obtain the property rights required for construction of the project. Resolution No. 2001-249 was adopted by the City Council authorizing acquisition of a partial fee simple interest. The Order of Prejudgment Possession and subsequent Final Order of Condemnation granted the City fee simple rights to the entire parcel. V.I.S. Ltd., in a recent attempt to market the property, discovered that the title had been transferred to the City under the Final Order of Condemnation in fee simple. Staff has reviewed the file and determined that the City does not require the use of any additional area on this 4.38 acre site and that the eminent domain action incorrectly acquired fee simple title to the entire property. Inasmuch as fee title to the entire parcel is in excess of the project requirements, it is recommended that City Council adopt Resolution Number 2012-32 authorizing the Real Property Manager and City Clerk to execute a Quitclaim Deed, reserving the Leslie Lane Public Utility Easement and transferring the unneeded property interests back to V.I.S. Ltd.

Respectfully submitted,


Edward N. Domingue, P.E.
Director of Engineering Services


Debra Lundy
Real Property Manager

RESOLUTION NO. 2012-32

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 QUITCLAIM DEED TRANSFERRING ASSESSOR PARCEL NUMBER 227-660-42 LOCATED IN THE CITY OF ESCONDIDO BACK TO V.I.S. LTD.

WHEREAS, the City owns certain real property identified as Assessor Parcel Number 227-660-42 presently undeveloped, and previously owned by V.I.S. Ltd.; and

WHEREAS, the City unintentionally acquired fee simple title to this entire parcel via an eminent domain action which was originally intended to acquire an easement interest; and

WHEREAS, the land interests acquired via the eminent domain process were in excess to the project needs; and

WHEREAS, it is in the City's best interests to return fee simple title of the parcel to V.I.S. Ltd. subject to the reservation of a public utilities easement; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the execution of a Quitclaim Deed transferring title to V.I.S. Ltd.

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, a Quitclaim Deed, attached hereto as Exhibit "A" and incorporated by this reference, transferring fee title to V.I.S. Ltd., subject to the reservation of a public utilities easement.

RECORDING REQUESTED BY

City of Escondido

And When Recorded Mail To:

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

APN: 227-660-42

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

**CITY OF ESCONDIDO
QUITCLAIM DEED WITH PUBLIC UTILITIES EASEMENT RESERVATION
ESC. DOCUMENT NO. M-01-12**

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

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
the CITY OF ESCONDIDO, a municipal corporation, the undersigned GRANTOR, does hereby remise, release and QUITCLAIM to

V.I.S. LTD, a California limited liability partnership, GRANTEE,

All right, title and interest in and to the following described real property with Assessor's Parcel Number 227-660-42, containing 4.38 acres, situated in the City of Escondido, County of San Diego, State of California:

LOT 42 OF ESCONDIDO TRACT NO 663 IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 12065, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 3, 1988.

The property to be conveyed as described above is subject to the reserved Public Utilities Easement set forth in Exhibit "A" attached hereto and a part hereof which easement rights in said property the City of Escondido specifically reserves and does not convey herein.

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. 2012-32, adopted March 21, 2012, authorizing such execution, this day of March 2012.

THE CITY OF ESCONDIDO

By: _____
Debra Lundy, REAL PROPERTY
MANAGER

By: _____
Diane Halverson, CITY CLERK

GRANTOR'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On _____ (date) before me, _____,

personally appeared

(name(s) of signers)

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

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

Witness my hand and official seal.

Signature of Notary

Exhibit "A"

RESERVATION OF PUBLIC UTILITIES EASEMENT

GRANTOR hereby reserves for itself a permanent and perpetual easement together with the right to forever maintain and operate underground sewer, water and gas pipelines, storm drainage pipelines and culverts, electric power, communication and electronic conduits, wires and other public utilities and appurtenances thereto, both above and below the ground level, under and across the following described real property in the City of Escondido, County of San Diego, State of California, described as follows:

SEE ATTACHED "EXHIBIT B"

TOGETHER with the right to remove any improvement, brush, trees, shrubs, and other growth thereon, unless otherwise herein provided, and at any time and from time to time to locate, relocate, construct, reconstruct, maintain, operate, renew, enlarge and remove pipe, culverts, conduits and wires and necessary appurtenances thereto, including the right to construct an access road, and temporarily store excavated and construction material adjacent to said easement and with the right of ingress and egress at all times to said easement and from the same.

PROVIDED HOWEVER, that said right of ingress and egress must be exercised in such a way as will do the least possible damage to the lands, plantings, or improvements thereon; and that all construction material left over after completion of construction or repair shall be removed from the property.

PROVIDED FURTHER, that GRANTEE, its successors and assigns, agree not to erect buildings or structures upon any portion of the above described easement

EXHIBIT "B"
Page 1 of 3

Resolution No. 2012-32
EXHIBIT A
Page 4 of 6

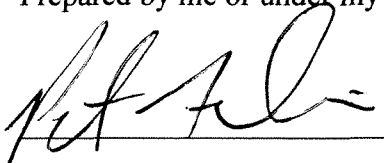
Parcel 1 (Public Utility Easement)

All that portion of Lot 42 of Escondido Tract No. 663, in the City of Escondido, County of San Diego, State of California, according to Map thereof No. 12065 filed in the Office of the County Recorder of San Diego County, May 03, 1988, Described as follows:

Beginning at the Southeasterly Corner of Lot 42 of said Map No. 12065, Thence along the southerly line of said Lot 42, South $82^{\circ}52'14''$ West, a distance of 374.20 feet to The TRUE POINT OF BEGINNING. Thence continuing along the southerly line, South $82^{\circ}52'14''$ West a distance of 23.84 feet; Thence North $07^{\circ}07'46''$ West, a distance of 5.35 feet to the beginning of a non-tangent 55.00 foot Radius Curve, concave southeasterly, a radial bearing to said point bears North $57^{\circ}35'17''$ West; Thence northeasterly along the arc of said curve, through a central angle of $16^{\circ}35'07''$, a distance of 15.92 feet more or less, to a point on the Southerly line of Lot 16 of said Map No. 12065; Thence along the southerly line of said Lot 16, North $82^{\circ}52'14''$ East, a distance of 117.08 feet, more or less, to the southeast Corner of said Lot 16; Thence along the northeasterly line of said Lot 16, North $55^{\circ}36'39''$ West, a distance of 23.76 feet; Thence leaving the northeasterly line of said Lot 16, North $77^{\circ}42'56''$ East, a distance of 80.87 feet to the beginning of a tangent 210.00 foot Radius Curve, concave southerly; thence easterly along the arc of said curve, through a central angle of $08^{\circ}52'55''$, a distance of 32.55 feet; Thence tangent to said curve, North $86^{\circ}35'51''$ East, a distance of 126.17 feet to the beginning of a tangent 40.00 foot Radius Curve, concave northwesterly; thence northeasterly along arc of said curve, through a central angle of $37^{\circ}11'50''$, a distance of 25.97 feet; Thence tangent to said curve, North $49^{\circ}24'01''$ East, a distance of 27.99 feet, more or less, to point on the Easterly line of said Lot 42; Thence along the Easterly Line of said Lot 42, South $07^{\circ}08'17''$ East, a distance of 23.97 feet; Thence leaving the Easterly Line of said Lot 42, South $49^{\circ}24'01''$ West, a distance of 14.78 feet to the beginning of a tangent 60.00 foot Radius Curve, concave northwesterly; thence Southwesterly along arc of said curve, through a central angle of $37^{\circ}11'50''$, a distance of 38.95 feet; Thence tangent to said curve South $86^{\circ}35'51''$ West, a distance of 126.17 feet to the beginning of a tangent 190.00 foot Radius Curve, concave southerly; thence westerly along the arc of said curve, through a central angle of $08^{\circ}52'55''$, a distance of 29.45 feet; Thence tangent to said curve South $77^{\circ}42'56''$ West, a distance of 154.75 feet to the beginning of a tangent 35.00 foot Radius Curve, concave southeasterly; thence southwesterly along the arc of said curve, through a central angle of $26^{\circ}53'48''$, a distance of 16.43 feet, more or less to The True Point of Beginning.

Described portion containing approximately 6,780 s.f.

Prepared by me or under my supervision:

 2-21-2012

Peter G Falconieri, LS7943

Date:

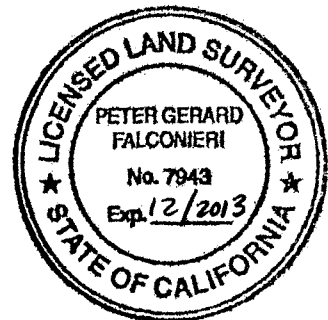


EXHIBIT "B"
Sheet 2 of 3

Resolution No. 2012-32
EXHIBIT A
Page 5 of 6

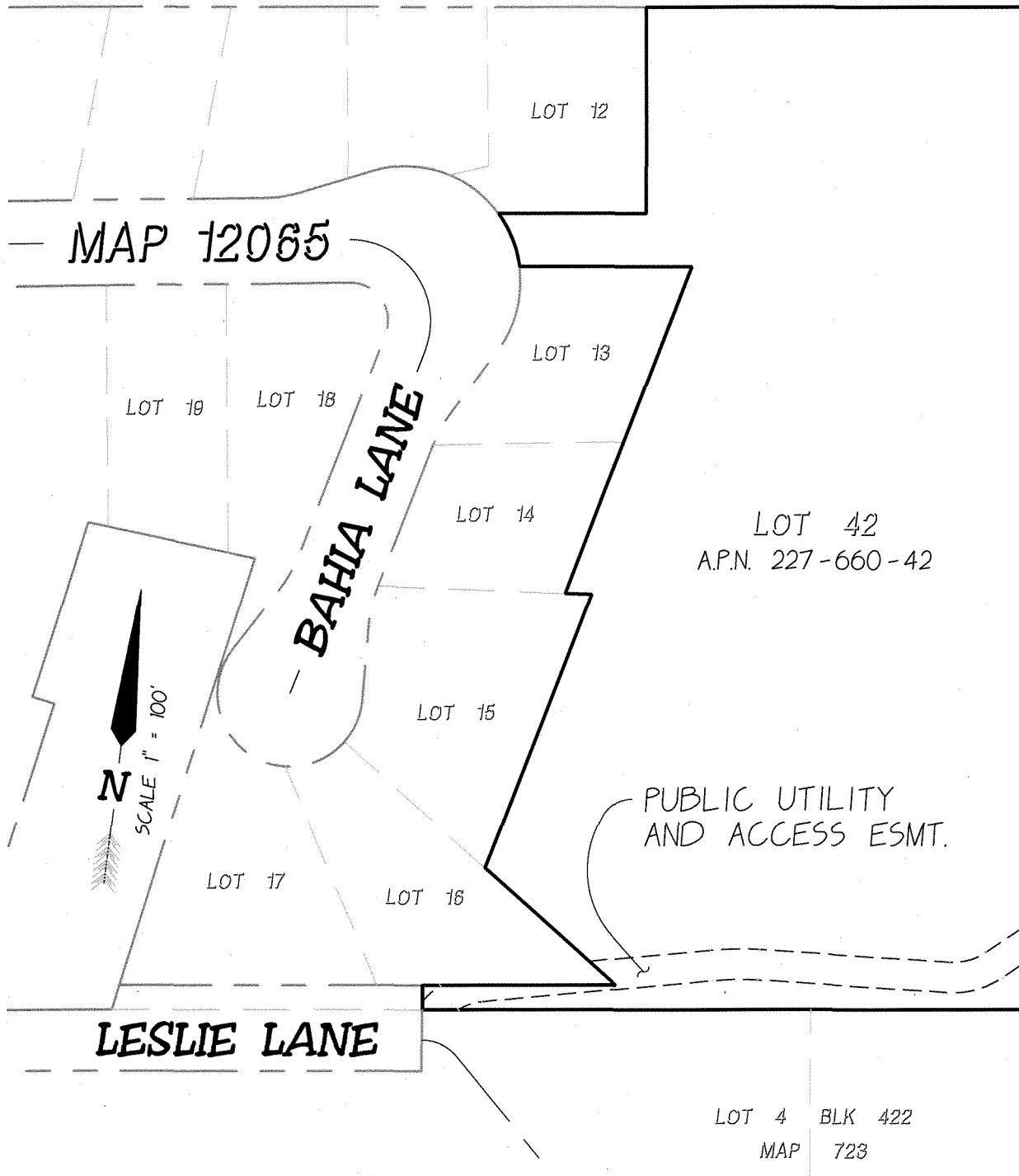


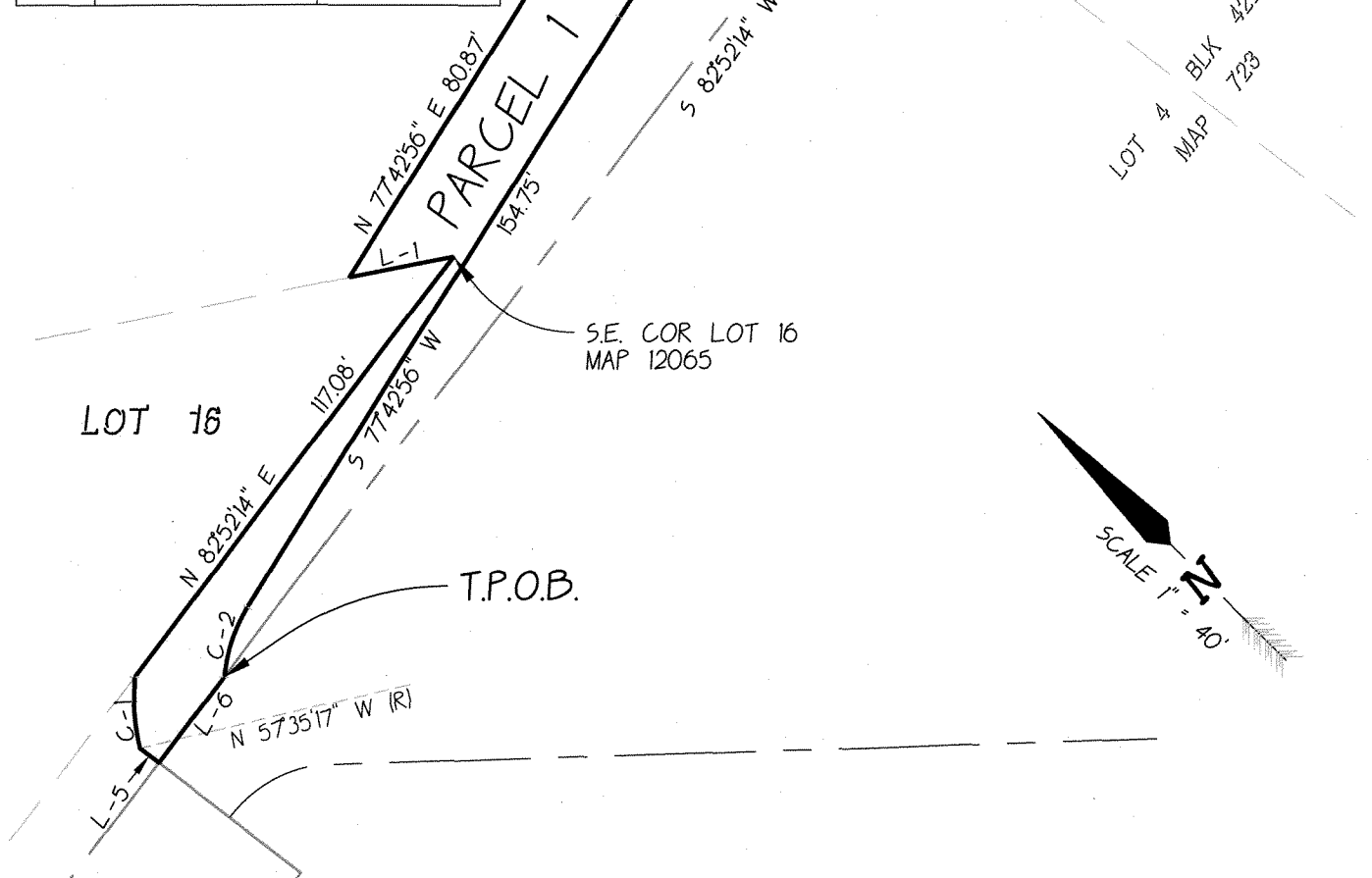
EXHIBIT "B"

Sheet 3 of 3

LOT 42
A.P.N. 227-660-42

Resolution No. 2012-32
EXHIBIT A
See COR LOT 426
MAP 12065

CURVE DATA			
NO.	DELTA	RADIUS	LENGTH
C-1	$\Delta = 16^{\circ}35'07''$	$R = 55.00'$	$L = 15.92'$
C-2	$\Delta = 26^{\circ}53'48''$	$R = 35.00'$	$L = 16.43'$
C-3	$\Delta = 08^{\circ}52'55''$	$R = 210.00'$	$L = 32.55'$
C-4	$\Delta = 08^{\circ}52'55''$	$R = 190.00'$	$L = 29.45'$
C-5	$\Delta = 37^{\circ}11'50''$	$R = 40.00'$	$L = 25.97'$
C-6	$\Delta = 37^{\circ}11'50''$	$R = 60.00'$	$L = 38.95'$
LINE DATA			
NO.	BEARING	DISTANCE	
L-1	N $55^{\circ}36'39''$ W	23.76'	
L-2	N $49^{\circ}24'01''$ E	27.99'	
L-3	S $07^{\circ}08'17''$ E	23.97'	
L-4	S $49^{\circ}24'01''$ W	14.78'	
L-5	N $07^{\circ}07'46''$ W	5.35'	
L-6	S $82^{\circ}52'14''$ W	23.84'	



CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 12

Date: March 21, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Director of Engineering Services
Debra Lundy, Real Property Manager

SUBJECT: 700 W. Grand: Lease Agreement with Tactical 3rd Dimension Systems

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2012-44 authorizing the Real Property Manager and City Clerk to execute a Lease Agreement with Tactical 3rd Dimension Systems at 700 W. Grand

FISCAL ANALYSIS:

The proposed lease rate is based on the existing terms of the sublease agreement between the San Diego North Economic Development Council and Tactical 3rd Dimension Systems at \$1.00/per square foot. The City will receive \$2,000.00 in rental revenue each month.

PREVIOUS ACTION: N/A

BACKGROUND:

Tactical 3rd Dimension Systems ("T3D"), a video display technology business, currently subleases 2,000 square feet of office space from the San Diego North Economic Development Council ("SDNEDC") at 700 W. Grand as one of SDNEDC's incubator businesses. As of March 15, 2012 the SDNEDC's lease agreement with the City will no longer be in effect. The City and T3D would like to establish a direct landlord/tenant relationship so that T3D may continue occupancy at this site after SDNEDC's lease terminates. The City has agreed to lease to T3D on a month-to-month basis under the same terms of T3D's existing sublease agreement with SDNEDC. Such terms include the provision of all utilities (except telephone and internet) by the City and rent calculated at \$1.00/per square foot, which is slightly lower than the fair market rent. (Fair Market rent for this area and type of building is approximately \$1.50/per square foot.)

Respectfully submitted,



Edward N. Domingue, P.E.
Director of Engineering Services



Debra Lundy
Real Property Manager

RESOLUTION NO. 2012-44

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE REAL PROPERTY
MANAGER AND CITY CLERK TO EXECUTE,
ON BEHALF OF THE CITY, A LEASE
AGREEMENT WITH TACTICAL 3RD
DIMENSION SYSTEMS

WHEREAS, the City of Escondido owns certain real property located at 700
West Grand; and

WHEREAS, the San Diego North Economic Development Council ("SDNEDC")
presently leases said real property, which lease agreement terminates effective March
15, 2012; and

WHEREAS, Tactical 3rd Dimension Systems presently subleases 2,000 square
feet of office space from SDNEDC at this location; and

WHEREAS, the City and Tactical 3rd Dimension Systems desire to enter into a
Lease Agreement ("Agreement") to allow Tactical 3rd Dimension Systems continued
occupancy at said real property for its video display business following the termination
of the SDNEDC lease; and

WHEREAS, this City Council desires at this time and deems it to be in the best
public interest to approve the Agreement.

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

1. That the above recitations are true.
2. The Real Property Manager and City Clerk are authorized to execute, on behalf of the City, an Agreement with Tactical 3rd Dimension Systems, which is attached hereto as Exhibit "A" and incorporated by this reference.

**CITY OF ESCONDIDO
LEASE AGREEMENT**

PREMISES:

700 West Grand

LESSEE:

Tactical 3rd Dimension Systems

TERM: Month-to-Month

CITY OF ESCONDIDO
LEASE AGREEMENT INDEX

Clause No.	Title	Page No.
1	Definition of Terms.....	1
2	Administration	2
3	Term	2
4	Early Occupancy	2
5	Termination of Lease	2
6	Vacation of Premises.....	3
7	Rent	3
8	Late Payment.....	3
9	Rent Adjustment	3
10	Security Deposit	3
11	Utilities Payments	4
12	Taxes, Assessments and Fees.....	4
13	Acceptance and Maintenance.....	4
14	Alterations	5
15	Use.....	5
16	Occupancy, Assignment and Subletting.....	5
17	Conduct	6
18	Pets	6
19	Notices.....	6
20	Right of Inspection.....	6
21	Right to Show Premises	6
22	Insurance	7
23	Indemnification	8
24	Attorney's Fees, Costs and Expenses.....	9
25	Non-Discrimination.....	9
26	Supersedure	9
27	Hazardous and/or Contaminated Soil and Material	9
28	Law to Govern; Venue	9
29	Special Provisions	10
30	Americans with Disabilities Act	10



CITY OF ESCONDIDO
LEASE AGREEMENT

This Agreement is made this ____ day of March 2012.

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

And: Tactical 3rd Dimension Systems
Hideshi Sadaki, President/CEO
700 W. Grand
Escondido, CA 92025
("LESSEE")

Witness that whereas:

- A. CITY desires to rent to LESSEE and LESSEE desires to rent from CITY certain public property located at 700 West Grand Avenue, Escondido, CA 92025, for the purpose of providing office space for a video display technology business.

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 described as 2,000 sf of office space located at 700 West Grand Avenue, Escondido, CA 92025.
 - 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 Tactical 3rd Dimension Systems, 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 Hideshi Sadaki, President/CEO, whose address is:

Tactical 3rd Dimension Systems
700 West Grand Avenue
Escondido, CA 92025

3. TERM. The term of this Lease shall be month-to-month, commencing on April 1, 2012.
4. EARLY OCCUPANCY. Because LESSEE currently occupies the leased premises under an existing sublease agreement with the San Diego North Economic Development Council, which terminates on March 15, 2012, CITY is permitting LESSEE early occupancy of the leased premises prior to the lease commencement date. The early occupancy period shall be from March 16, 2012 through March 31, 2012. LESSEE agrees to accept the premises in AS IS condition. All other terms of the lease agreement will be in force during the early occupancy period.
5. TERMINATION OF LEASE.

5.1 Each party shall have the right to terminate this Lease without cause for any reason by giving thirty (30) days prior written notice to the other party.

5.2 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:

5.2.1 LESSEE's failure to comply with the following clauses in this Lease:

Acceptance and Maintenance, Paragraph 14

Alterations, Paragraph 15

Use, Paragraph 16

Occupancy and Assignment, Paragraph 17

Conduct, Paragraph 18

Insurance, Paragraph 23

Americans with Disabilities Act (ADA), Paragraph 31

5.2.2 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.

6. VACATION OF PREMISES.

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

6.2 Upon such termination, LESSEE shall immediately:

6.2.1 Arrange and pay for the disconnection of all utilities and services ordered by LESSEE;

6.2.2 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

6.2.3 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. During the early occupancy period of March 16, 2012 through March 31, 2012, the prorated rent amount of \$1,032.25 (calculated at \$64.51/day) shall be due and payable by March 16, 2012. Thereafter each month, commencing on April 1, 2012, LESSEE shall deliver and pay rent to CITY in the amount of \$2,000.00 per month.

8. LATE PAYMENT. Except for the initial payment for the early occupancy period, any and all rent payments received after the tenth (10th) day of any month will be charged an additional 20% late payment fee.

9. RENT ADJUSTMENT. Not applicable to this lease.

10. SECURITY DEPOSIT. Not applicable to this lease.

11. UTILITIES PAYMENTS. CITY agrees to provide and pay for all utilities and services necessary for the occupancy and use of the Premises, limited to: gas, water, electricity, trash, sewage charges or septic service. LESSEE shall be responsible for any other services necessary for the operation of its business, including, but not limited to telephone and internet services.

12. TAXES, ASSESSMENTS, AND FEES.

12.1 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.

12.2 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.

13. ACCEPTANCE AND MAINTENANCE.

13.1 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.

13.2 LESSEE agrees to take good care of the Premises and all improvements, alterations, fixtures, and appurtenances thereon. 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. LESSEE agrees to be solely responsible for all costs of maintenance and repair.

13.3 In the event LESSEE fails to properly maintain the premises as required by CITY, then CITY may notify LESSEE in writing of said failure. In the event LESSEE fails to perform said maintenance within thirty (30) days after such notice by CITY, CITY may perform such maintenance, and the cost thereof including, but not limited to, the cost of labor, material, and equipment, shall be paid by LESSEE to CITY within ten (10) days from receipt by LESSEE of a cost statement from CITY.

13.4 Noncompliance by LESSEE with any provision of this clause shall allow the CITY to immediately terminate this Lease, pursuant to Paragraph 4.2 above.

14. ALTERATIONS.

14.1 LESSEE shall not paint, alter, cut, add to, or otherwise change the appearance, structure, or condition of the Premises without the prior written consent of the Lease Administrator and only after obtaining applicable permits.

14.2 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.

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

15.1 Office space for conducting video display technology business, in accordance with the provisions and requirements contained in any permits required by the City of Escondido Planning Division.

15.2 LESSEE shall not use, nor permit the use of, the Premises other than as described in Paragraph 15.1 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.

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

16. 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 the Premises 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 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. The Lease Administrator's approval shall not be unreasonably withheld, provided all such persons and entities are of good character and reputation in the community. LESSEE'S noncompliance with this Clause shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.
17. CONDUCT.
- 17.1 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.
- 17.2 LESSEE shall not violate, or permit the violation of, any City or County ordinance, or state or federal law, in or about the Premises.
- 17.3 Noncompliance by LESSEE with any provision of this Clause shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.
18. PETS. No pets or livestock of any kind may be kept on the Premises without the prior written consent of the Lease Administrator.
19. 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.

20. RIGHT OF INSPECTION. CITY reserves the right for its agents or employees to enter upon and inspect and/or conduct testing on the Premises at any reasonable time.

21. RIGHT TO SHOW PREMISES. This paragraph is intentionally left blank.

22. INSURANCE.

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

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

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

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

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

22.2.1 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.

22.2.2 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.

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

22.3 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 22.2 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.

- 22.4 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.
- 22.5 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.
- 22.6 Noncompliance by LESSEE with any provision of this Paragraph 22 shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.
23. 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 Agreement 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 Agreement shall not be construed to indemnify CITY for claims or acts arising from CITY'S sole negligence.

24. ATTORNEY'S FEES, COSTS AND EXPENSES. In the event litigation or other proceeding is required to enforce or interpret any provision of this Lease Agreement, 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.
25. 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.
26. SUPERSEDURE. This Lease, upon becoming effective, shall supersede any leases or rental agreements heretofore made or issued for the Premises between the CITY and LESSEE.
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.

28. LAW TO GOVERN; VENUE. This Lease Agreement 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. 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

Date: _____

TACTICAL 3RD DIMENSIONS SYSTEMS

By: _____
Hideshi Sadaki, President/CEO

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

By: _____

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 13

Date: March 21, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Director of Engineering Services
Debra Lundy, Real Property Manager

SUBJECT: 700 W. Grand: Lease Agreement with IReady Systems

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2012-43 authorizing the Real Property Manager and City Clerk to execute a Lease Agreement with IReady Systems at 700 W. Grand

FISCAL ANALYSIS:

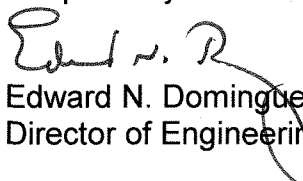
The proposed lease rate is based on the existing terms of the sublease agreement between the San Diego North Economic Development Council and IReady Systems at \$1.00/per square foot. The City will receive \$600.00 in rental revenue each month.

PREVIOUS ACTION: N/A

BACKGROUND:

IReady Systems, an emergency response technology business, currently subleases 600 square foot of office space from the San Diego North Economic Development Council ("SDNEDC") at 700 W. Grand as one of SDNEDC's incubator businesses. As of March 15, 2012 the SDNEDC's lease agreement with the City will no longer be in effect. The City and IReady Systems would like to establish a direct landlord/tenant relationship so that IReady may continue occupancy at this site after SDNEDC's lease terminates. The City has agreed to lease to IReady on a month-to-month basis under the same terms of IReady's existing sublease agreement with SDNEDC. Such terms include the provision of all utilities (except telephone and internet) by the City and rent calculated at \$1/per square foot, which is slightly lower than the fair market rent. (Fair Market rent for this area and type of building is approximately \$1.50/per square foot.)

Respectfully submitted,


Edward N. Domingue, P.E.
Director of Engineering Services


Debra Lundy
Real Property Manager

RESOLUTION NO. 2012-43

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE REAL PROPERTY
MANAGER AND CITY CLERK TO EXECUTE,
ON BEHALF OF THE CITY, A LEASE
AGREEMENT WITH IREADY SYSTEMS

WHEREAS, the City of Escondido owns certain real property located at 700 West Grand; and

WHEREAS, the San Diego North Economic Development Council ("SDNEDC") presently leases said real property, which lease agreement terminates effective March 15, 2012; and

WHEREAS, Iready Systems presently subleases 600 square feet of office space from SDNEDC at this location; and

WHEREAS, the City and IReady Systems desire to enter into a Lease Agreement ("Agreement") to allow IReady Systems continued occupancy at said real property for its emergency response technology business following the termination of the SDNEDC lease; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the Agreement.

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

1. That the above recitations are true.

2. The Real Property Manager and City Clerk are authorized to execute, on behalf of the City, an Agreement with IReady Systems, which is attached hereto as Exhibit "A" and incorporated by this reference.

**CITY OF ESCONDIDO
LEASE AGREEMENT**

PREMISES:

700 West Grand

LESSEE:

IReady Systems

TERM: Month-to-Month

CITY OF ESCONDIDO
LEASE AGREEMENT INDEX

Clause No.	Title	Page No.
1	Definition of Terms.....	1
2	Administration	2
3	Term	2
4	Early Occupancy	2
5	Termination of Lease	2
6	Vacation of Premises.....	3
7	Rent	3
8	Late Payment.....	3
9	Rent Adjustment	3
10	Security Deposit	3
11	Utilities Payments	4
12	Taxes, Assessments and Fees.....	4
13	Acceptance and Maintenance.....	4
14	Alterations	5
15	Use.....	5
16	Occupancy, Assignment and Subletting.....	5
17	Conduct	6
18	Pets	6
19	Notices.....	6
20	Right of Inspection	6
21	Right to Show Premises	6
22	Insurance	7
23	Indemnification	8
24	Attorney's Fees, Costs and Expenses.....	9
25	Non-Discrimination.....	9
26	Supersedure	9
27	Hazardous and/or Contaminated Soil and Material	9
28	Law to Govern; Venue	9
29	Special Provisions	10
30	Americans with Disabilities Act	10



CITY OF ESCONDIDO
LEASE AGREEMENT

This Agreement is made this ____ day of March 2012.

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

And: IReady Systems
Shefali Shah, President
610 9th Ave, #28
Escondido, CA 92025
("LESSEE")

Witness that whereas:

- A. CITY desires to rent to LESSEE and LESSEE desires to rent from CITY certain public property located at 700 West Grand Avenue, Escondido, CA 92025, for the purpose of providing office space for an emergency response technology business.

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 described as 600 sf of office space at 700 West Grand Avenue, Escondido, CA 92025.
 - 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 IReady Systems, 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 Shefali Shah, President, whose address is:

IReady Systems
610 9th Avenue #28
Escondido, CA 92025

3. TERM. The term of this Lease shall be month-to-month, commencing on April 1, 2012.
4. EARLY OCCUPANCY. Because LESSEE currently occupies the leased premises under an existing sublease agreement with the San Diego North Economic Development Council, which terminates on March 15, 2012, CITY is permitting LESSEE early occupancy of the leased premises prior to the lease commencement date. The early occupancy period shall be from March 16, 2012 through March 31, 2012. LESSEE agrees to accept the premises in AS IS condition. All other terms of the lease agreement will be in force during the early occupancy period.
5. TERMINATION OF LEASE.

5.1 Each party shall have the right to terminate this Lease without cause for any reason by giving thirty (30) days prior written notice to the other party.

5.2 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:

5.2.1 LESSEE's failure to comply with the following clauses in this Lease:

Acceptance and Maintenance, Paragraph 14

Alterations, Paragraph 15

Use, Paragraph 16

Occupancy and Assignment, Paragraph 17

Conduct, Paragraph 18

Insurance, Paragraph 23

Americans with Disabilities Act (ADA), Paragraph 31

- 5.2.2 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.

6. VACATION OF PREMISES.

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

- 6.2 Upon such termination, LESSEE shall immediately:

- 6.2.1 Arrange and pay for the disconnection of all utilities and services ordered by LESSEE;

- 6.2.2 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

- 6.2.3 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. During the early occupancy period of March 16, 2012 through March 31, 2012, the prorated rent amount of \$309.60 (calculated at \$19.35/day) shall be due and payable by March 16, 2012. Thereafter each month, commencing on April 1, 2012, LESSEE shall deliver and pay rent to CITY in the amount of \$600.00 per month.

8. LATE PAYMENT. Except for the initial payment for the early occupancy period, any and all rent payments received after the tenth (10th) day of any month will be charged an additional 20% late payment fee.

9. RENT ADJUSTMENT. Not applicable to this lease.

10. SECURITY DEPOSIT. Not applicable to this lease.
11. UTILITIES PAYMENTS. CITY agrees to provide and pay for all utilities and services necessary for the occupancy and use of the Premises, limited to: gas, water, electricity, trash, sewage charges or septic service. LESSEE shall be responsible for any other services necessary for the operation of its business, including, but not limited to telephone and internet services.
12. TAXES, ASSESSMENTS, AND FEES.
 - 12.1 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.
 - 12.2 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.
13. ACCEPTANCE AND MAINTENANCE.
 - 13.1 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.
 - 13.2 LESSEE agrees to take good care of the Premises and all improvements, alterations, fixtures, and appurtenances thereon. 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. LESSEE agrees to be solely responsible for all costs of maintenance and repair.

13.3 In the event LESSEE fails to properly maintain the premises as required by CITY, then CITY may notify LESSEE in writing of said failure. In the event LESSEE fails to perform said maintenance within thirty (30) days after such notice by CITY, CITY may perform such maintenance, and the cost thereof including, but not limited to, the cost of labor, material, and equipment, shall be paid by LESSEE to CITY within ten (10) days from receipt by LESSEE of a cost statement from CITY.

13.4 Noncompliance by LESSEE with any provision of this clause shall allow the CITY to immediately terminate this Lease, pursuant to Paragraph 4.2 above.

14. ALTERATIONS.

14.1 LESSEE shall not paint, alter, cut, add to, or otherwise change the appearance, structure, or condition of the Premises without the prior written consent of the Lease Administrator and only after obtaining applicable permits.

14.2 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.

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

15.1 Office space for conducting an emergency response technology business, in accordance with the provisions and requirements contained in any permits required by the City of Escondido Planning Division.

15.2 LESSEE shall not use, nor permit the use of, the Premises other than as described in Paragraph 15.1 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.

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

16. 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 the Premises 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 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. The Lease Administrator's approval shall not be unreasonably withheld, provided all such persons and entities are of good character and reputation in the community. LESSEE'S noncompliance with this Clause shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.
17. CONDUCT.
- 17.1 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.
- 17.2 LESSEE shall not violate, or permit the violation of, any City or County ordinance, or state or federal law, in or about the Premises.
- 17.3 Noncompliance by LESSEE with any provision of this Clause shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.
18. PETS. No pets or livestock of any kind may be kept on the Premises without the prior written consent of the Lease Administrator.
19. 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.

20. RIGHT OF INSPECTION. CITY reserves the right for its agents or employees to enter upon and inspect and/or conduct testing on the Premises at any reasonable time.

21. RIGHT TO SHOW PREMISES. This paragraph is intentionally left blank.

22. INSURANCE.

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

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

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

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

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

22.2.1 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.

22.2.2 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.

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

22.3 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 22.2 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.

22.4 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.

22.5 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.

22.6 Noncompliance by LESSEE with any provision of this Paragraph 22 shall allow the Lease Administrator to terminate this Lease pursuant to Paragraph 4.2 above.

23. 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 Agreement 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 Agreement shall not be construed to indemnify CITY for claims or acts arising from CITY'S sole negligence.

24. ATTORNEY'S FEES, COSTS AND EXPENSES. In the event litigation or other proceeding is required to enforce or interpret any provision of this Lease Agreement, 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.
25. 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.
26. 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.

28. LAW TO GOVERN; VENUE. This Lease Agreement 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. 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: _____

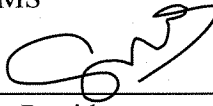
By: _____
Debra Lundy, Real Property Manager

Date: _____

By: _____
Diane Halverson, City Clerk

Date: 3/7/12

IREADY SYSTEMS

By: 
Shefali Shah, President

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

By: _____

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 14

Date: March 21, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Jerry VanLeeuwen, Director of Community Services

SUBJECT: Joslyn Senior Center - Proposed Name Change and Designation as a Non-Smoking Facility

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2012-47 to approve changing the name of the Joslyn Senior Center to the Park Avenue Community Center and approval for designation as a non-smoking facility.

FISCAL ANALYSIS:

Changing the name of the Joslyn Senior Center to the Park Avenue Community Center will increase the appeal of the facility to a broader audience in Escondido. Both recreation and older adult services staff will be able to increase use of the facility from 3 p.m. to 10 p.m. Monday through Friday, and on Saturdays, by offering programs that appeal to a larger age range. Increased programs will result in increased revenues. This proposal will incur the cost of replacing signs in front of and on the sides of the buildings. These costs can be paid from an existing account in the CIP budget for the remodeling of the facility.

Designating the center as a non-smoking facility will incur costs for signage indicating Municipal Code 22A-2.

PREVIOUS ACTION:

None

BACKGROUND:

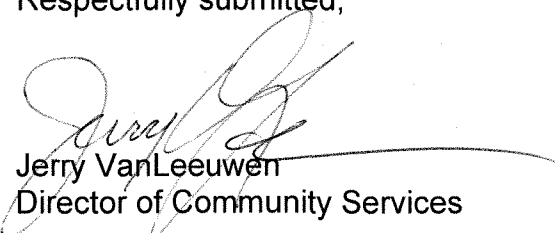
The Joslyn Senior Center is one of the largest and most active centers in north county San Diego serving approximately 500 older adults 50+ each day. The senior center caters to older adults who primarily utilized the facility from 8 a.m. to 2 p.m. After 2 p.m., activity drops off dramatically. Recreation staff has offered evening dance classes for adults for many years. While classes are successful, there are many baby boomers that refuse to attend programs at a "senior center." More importantly, it is good stewardship to utilize this public facility for programs and activities for

community members of all ages. Changing the name to the Park Avenue Community Center will increase the appeal to a broader audience.

Senior center staff has worked closely with the presidents and boards of the two main senior organizations on site. These leaders of the senior community support the name change of the Joslyn Senior Center to the Park Avenue Community Center, given that signage designate that it is the "home of the Escondido Senior Center." They recognize the fact that the younger seniors do not identify with the term "senior," and in order to attract them to the facility the name should be modified. It was also suggested by the presidents that the name "Joslyn" no longer appear in the name as the Joslyn Foundation no longer exists. With the approval of the leaders of the senior community, staff presented this idea to the Community and Older Adults Commission, who agreed that staff should move forward with the name change.

The senior center has been a facility with a designated smoking area. However, due to facility layout, which includes four buildings, it is not possible to comply with California Government Code Section 7597(a), which prohibits smoking within twenty (20) feet of outside of a city-owned building. Therefore, it is recommended that as of July 1, 2012, the facility be posted as a non-smoking facility.

Respectfully submitted,



Jerry VanLeeuwen
Director of Community Services

RESOLUTION NO. 2012-47

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND THE CITY
CLERK TO APPROVE RENAMING THE
JOSLYN SENIOR CENTER TO THE PARK
AVENUE COMMUNITY CENTER AND
DESIGNATING IT AS A NON-SMOKING
FACILITY

WHEREAS, the City of Escondido ("CITY") owns the Joslyn Senior Center (the "Center") located at 210 Park Avenue; and

WHEREAS, the Center's staff coordinate programs, activities, and services for adults age 50 and up which facilitate independent living with confidence and vitality, Sunday through Saturday from 7:30 a.m. to 3 p.m.; and

WHEREAS, the Older Adults Division wishes to expand programs offerings and access to the Center for all ages in community of Escondido after 3 p.m. and on Saturdays; and

WHEREAS, the State of California and the City of Escondido prohibits smoking within 20 feet of a city-owned building; and

WHEREAS, the Center's design does not allow compliance with California Government Code Section 7597(a) and City of Escondido Ordinance 22A-2; and

WHEREAS, the Director of Community Services recommends renaming the Center to the Park Avenue Community Center and designating it a non-smoking facility; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the renaming the Center to the Park Avenue Community Center and designating it as a non-smoking facility.

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

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Director of Community Services.
3. That the Mayor and City Clerk are authorized to approve renaming the Center to the Park Avenue Community Center and designating it a non-smoking facility.

RENT REVIEW BOARD

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. RRB _____ File No. _____

Ord No. RRB _____

Agenda Item No.: 15

Date: March 21, 2012

TO: Honorable Chairman and Members of the Rent Review Board

FROM: Jerry Van Leeuwen, Director of Community Services

SUBJECT: Ponderosa Mobilehome Park Short-form Rent Increase Application, Continued Hearing

RECOMMENDATION:

- Consider the short-form rent increase application submitted by Ponderosa Mobilehome Park.
- If approved, adopt Rent Review Board Resolution No. 2012-01 granting an increase of 75% of the change in the Consumer Price Index, or 3.601% (an average of \$20.32), for the period of June 30, 2009, to June 30, 2011.

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

ADDITIONAL INFORMATION:

On December 5, 2011, resident representative Don Greene requested a continuance of the hearing for Ponderosa Mobilehome Park, originally scheduled for December 7, 2011. Mr. Greene's request was that the short-form rent increase request for Ponderosa Mobilehome Park be presented at 6:30 p.m. at a future date. As agreed upon by the resident representative and the Park owner's representative, and announced at the December 7, 2011 Council Meeting, the hearing was continued to January 11, 2012.

On January 11, 2012, 19 residents (of the affected 59 residents) signed in to protest the short form rent control application; 3 residents spoke about conditions at the park, including Don Greene, Resident Co-Representative and Toni Showerman, Resident Representative. Laura Slobojan, the Park Owner Representative, indicated that the park was in good repair.

After discussion, Councilmember Morasco motioned and Councilmember Waldron seconded by to continue this item to the March 21, 2012 meeting at 6:30 pm. Motion carried unanimously. The Rent Review board requested that the management:

- Remove problem palm trees and address the rodent problem;
- Obtain a professional opinion regarding the cause of the water, electrical and Cox outages; and

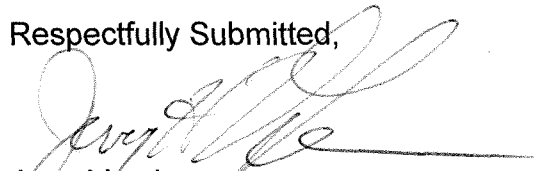
March 21, 2012
Ponderosa Mobilehome Park
Page 2

- Put a corrective action plan into place and show the progress that they are making on that plan.

Code Enforcement has confirmed that most of the tall palm trees have been removed from the park. The remaining trees along the perimeter of the Park have had the skirting removed. Additionally, there has been some more patch work done on the roads and they did some new road striping throughout. Additional response from the Park management can be found as Exhibit "B".

The Staff Reports from December 7, 2011 and January 11, 2012 is attached as Exhibit "A".

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Jerry Van Leeuwen", written over a horizontal line.

Jerry Van Leeuwen
Director of Community Services

RENT REVIEW BOARD

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. RRB _____ File No. _____

Ord No. RRB _____

Agenda Item No.: 12

Date: January 11, 2012

TO: Honorable Chairman and Members of the Rent Review Board
FROM: Jerry Van Leeuwen, Director of Community Services
SUBJECT: Ponderosa Mobilehome Park Short-form Rent Increase Application, Continued Hearing

RECOMMENDATION:

- Consider the short-form rent increase application submitted by Ponderosa Mobilehome Park.
- If approved, adopt Rent Review Board Resolution No. 2012-01 granting an increase of 75% of the change in the Consumer Price Index, or 3.601% (an average of \$20.32), for the period of June 30, 2009, to June 30, 2011.

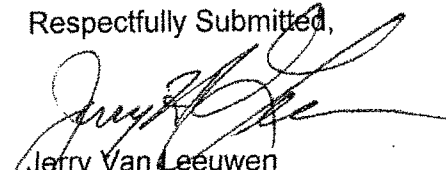
The application meets the eligibility criteria for submittal of a short-form rent increase application.

ADDITIONAL INFORMATION:

On December 5, 2011, resident representative Don Greene requested a continuance of the hearing for Ponderosa Mobilehome Park, originally scheduled for December 7, 2011. Mr. Greene's request was that the short-form rent increase request for Ponderosa Mobilehome Park be presented at 6:30 p.m. at a future date. As agreed upon by the resident representative and the Park owner's representative, and announced at the December 7, 2011 Council Meeting, the hearing was continued to January 11, 2012.

The original Staff Report is attached as Exhibit "A".

Respectfully Submitted,


Jerry Van Leeuwen
Director of Community Services



RENT REVIEW BOARD

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. RRB _____ File No. _____

Ord No. RRB _____

Agenda Item No.: _____

Date: December 7, 2011

TO: Honorable Chairman and Members of the Rent Review Board

FROM: Jerry Van Leeuwen, Director of Community Services

SUBJECT: Ponderosa Mobilehome Park Short-form Rent Increase Application

RECOMMENDATION:

- Consider the short-form rent increase application submitted by Ponderosa Mobilehome Park.
- If approved, adopt Rent Review Board Resolution No. 2011-09 granting an increase of 75% of the change in the Consumer Price Index, or 3.601% (an average of \$20.32), for the period of June 30, 2009, to June 30, 2011.

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

INTRODUCTION:

Ponderosa Mobilehome Park ("Park") 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 ("Ordinance") and the short-form procedures as outlined in the Rent Review Board Guidelines. The application and staff report have been made available to the Board for review and consideration prior to the hearing.

THE RENT INCREASE APPLICATION:

Ponderosa is an all age mobilehome park located at 1575 West Valley Parkway in Escondido. The Park contains 104 spaces, and 60 spaces are subject to rent control. The Park has requested an increase for 59 spaces, and a zero increase for one space where residents recently moved in. The remaining spaces are either subject to a long-term lease or are vacant.

Common facilities include a clubhouse, swimming pool, and RV parking. Laundry facilities are available to residents for a fee.

PARK OWNER'S REQUEST:

The Park owner is requesting an increase of 75% of the change in the Consumer Price Index for the past two years. The CPI period covered by the application is June 30, 2009, to June 30, 2011. Seventy-five percent (75%) of the change in the CPI for the period of consideration is 3.601%, and \$564.44 is the current average monthly space rent of the spaces affected by the increase request. The average increase requested is approximately \$20.32 per space, per month.

RENT INCREASE HISTORY:

This is the 15th application for a rent increase filed by the Park since the Ordinance was implemented. The Park last came before the Rent Review Board in July 2009. At that time, the Board granted an average rent increase of \$12.85 per space per month, or 2.37% based on an average space rent of \$542.26. The period of consideration for the last rent increase ended as of December 2008.

Ponderosa currently has one resident participating in the City of Escondido Mobilehome Park Space Rent Subsidy Program.

RESIDENT MEETING AND COMMENTS:

The resident meeting was held the evening of November 1st. The meeting was attended by nine residents. The residents were briefed on the short-form procedures and the process, including their need to appear at the hearing and sign-in if they wish to protest the short-form application. The meeting was also attended by the Park owner's representatives, Laura Slobojan and Sue Brown, Park manager, Joe Camacho and consultant Michelle Henderson.

Resident issues and concerns included maintenance of the Park and the need to slow down the vehicle traffic. The presence of rats in the palm trees was also of concern and was discussed during the Health and Safety Code Inspection.

The resident representative, Toni Showerman informed the residents that she had asked Don Greene, of the Coalition of Escondido Mobile/Manufactured Home Voters and a resident of Town and Country Club Park, to assist her as representative for the short-form process. Ms. Showerman indicated that they would hold another meeting for the residents to discuss any other issues and concerns they wanted to express.

This additional meeting was held on November 14, and on November 23, the resident representatives and Laura Slobojan, the Park owner's representative, met to discuss concerns, issues and proposals

December 7, 2011
Ponderosa Mobilehome Park
Page 3

voiced by the residents. "Exhibit B" is list of topics discussed at this meeting and the responses from the Park owner's representative.

CODE ENFORCEMENT ISSUES:

The Code Enforcement Division conducted a health and safety inspection of the common areas of the Park and noted a few existing code violations. A copy of the Code Inspection Report is attached as "Exhibit A". The Park owner's representative, resident manager and resident representatives received a copy of the report and are aware that no increase, if granted, may be implemented until the health and safety code violations have been cleared.

ADDITIONAL FACTORS AFFECTING THE APPLICATION:

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

Respectfully Submitted

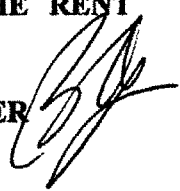


Jerry Van Leeuwen
Director of Community Services



DATE: NOVEMBER 16, 2011

TO: HONORABLE CHAIRMAN AND MEMBERS OF THE RENT CONTROL BOARD

FROM: BRIAN GUSTAFSON, CODE ENFORCEMENT MANAGER 

SUBJECT: PONDEROSA MOBILEHOME PARK RENT CONTROL

Ponderosa Mobilehome Park was inspected on November 8, 2011, with the lighting inspection conducted the morning of November 2, 2011, the result of an application for a rent increase having been filed. Three general violations were found and noted in the attached inspection report.

The resident representative for the park was contacted and attended the resident meeting on November 1, 2011 along with eight other residents. She advised the residents were planning an additional meeting to discuss issues in the park.

On November 8, 2011, the Resident Representative Report Form was turned into the code officer. Standing water was indicated by space 48, where a small amount of water was observed. This is being monitored throughout the rainy period to determine if any work is required of the park to expedite the flow of water. The report indicated "lighting could be better in streets away from clubhouse area". The lighting in the park meets the requirement of Title 25 and no enforcement is warranted. The individual lot identification was a concern but this is not an area addressed in the rent control process; it is handled during the state inspections or by the park on a case by case basis. Resident concerns over rodents should be directed to the county of San Diego Vector Control Department; code has addressed overgrown and hazardous vegetation.

Of the five code enforcement cases in this park during the past year, four were the responsibility of the park (three tree issues with one violation found and one involving a deteriorated driveway). The fifth complaint by a resident concerning trees was unfounded. Currently, there are two open violations that remain the responsibility of the park (the deteriorated driveway and dead/hazardous growth on a tree).

CC: Barbara Redlitz, Director of Community Development
Michelle Henderson, Rent Control Administration



November 15, 2011

MOBILEHOME PARK RENT CONTROL
CODE ENFORCEMENT INSPECTION REPORT

Park Name: Ponderosa Mobile Home Park
1575 W. Valley Parkway
Escondido, CA 92029

Park Owner: Ponderosa Group L P
924 Westwood Blvd., Ste. 910
Los Angeles, CA 90024

Park Manager: Joe Camacho **Phone:** (760) 746-3041

Inspection Date: 11/08/11 **Inspector:** S. Moore

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 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. Replace the required screen venting in the water heater enclosure next to the laundry building. 25 CCR 1605 (e)
2. Repair/replace the drainage grate on the roadway near the laundry building. 25 CCR 1102 (a)

3. Repair the cracked/broken roadways where necessary, particularly in the vicinity of spaces 48 and 100. 25 CCR 1116 (a)

**Areas of the park needing illumination per 25 CCR 1108
(Lighting Inspection; 11-02-11)**

No lighting violations were found.

MOBILEHOME PARK RENT REVIEW

RESIDENT REPRESENTATIVE REPORT FORM

Park Name: Ponderosa
Date of Inspection: 11/8/2011
Resident Representative DON GREENE

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.

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

DON GREENE
Print Name of Resident Representative

11/8/2011
Date

[Signature]
Signature

619) 645-6426
Space # / Phone Number

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.

N/A OK

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

N/A OK

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

STANDING WATER ON A CONSISTANT BASIS NEAR SPACE #48 AND OTHER
AREAS

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

LIGHTING COULD BE BETTER IN STREETS AWAY FROM CLUBHOUSE AREA

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

SOME ARE LEGIBLE BUT MUST BE ACCEPTABLE

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

OK

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

OK

Other questions, comments or concerns:

RESIDENTS HAVE DEEP CONCERN FOR RAT INFESTATION. REPORTS OF
RATS IN HOMES, IN TREES AND OVER PARK - MOSTLY PALM TREES.

ROADS HAVE NOT BEEN SLURRIED OR REPAVED IN A NUMBER OF YEARS.

Subject: Ponderosa MHP - Resident Concerns and Park Responses

I met with Toni Showerman (Resident Representative), Don Greene (Resident Representative and EMPAC) and Joe Camacho (Community Manager) on Wednesday November 23rd at 9:00 a.m. This meeting is in response to a meeting the residents held on November 14th to voice their concerns and issues concerning the park's short form application for a rent increase through the City of Escondido's Rent Control Ordinance. Their concern's are listed below:

Opening Remark - Residents want repairs and upgrades to the park in order to approve the 3.601% increase otherwise they are offering 1%.

Park's Response - The park has not received or requested an increase in over 2.5 years and is confident the City Council will agree that general maintenance and expenses over time have increased as evidenced by the increase in the CPI. Increases include general cost of operations for a park that is over 40 years old and in various insurances. Furthermore, the requested short form increase is not subject to major capital improvements but based upon the acceptance that CPI is an indicator of increasing costs. Additionally, as evidenced by the City's inspection, the park is not in disrepair. Ponderosa is well maintained and in good repair.

Item 1 - Rats in the trees

Park's response - As noted in the City's inspection - "concerns over rodents should be directed to the county of San Diego Vector Control Department". Additionally, we noted the rats are fruit rats and not "sewer" rats. Close proximity to open areas and other habitat invite the rats to the park and surrounding neighborhood. The park will inspect community trees and where necessary will trim or remove to deter rodents. Also noted by the manager is that there have been no prior reports from the residents of rats as a concern.

Item 2 - Utilities - shut off notices

A. Water shut off without sufficient notice.

Park's response - From time to time there arise emergency situations where a water main or pipe is in need of immediate repair. In these instances it would cause greater damage to property if the problem was not promptly fixed upon discovery. Unfortunately this causes a disruption for the residents. It was agreed and understood by all in attendance that a serious water main break should be repaired quickly. It was noted that all repairs that can be scheduled are done so with care given to residents work and home schedules and sufficient notice is given to them as required by law.

B. Broken Pipes

Park's response - The park was not aware of residents who had a trouble with water being turned back on. We encouraged the Representative to have the resident come to the park with their specific problem.

C. Electrical - Ms. Showerman acknowledged that the electrical is better and understands the park is old and therefore more prone to items in need of repairs.

Item 3 - Residents want Capital Improvements

A. Driveways to be replaced

Park's Response - The park had previously surveyed the driveways and determined 20 or so were in need of repair. The park has obtained 3 bids from vendors and will be releasing the job by January after owner approval. The Representative said only 20 was not good and they want the driveways replaced with concrete. So they were not really satisfied with our current action. As most of the driveways are asphalt and are in need of repair only, replacing with concrete is not a prudent financial option. The park did let the representative know that residents can install their own concrete driveway(s) if they choose.

B. Repair Streets / Park Owners in the City of Escondido slurry streets an average of every 3 years

Park's Response - The City of Escondido's inspection noted two minor areas of repair and stated in our walk of the park that the streets are good and well maintained. The two areas noted in the report have since been repaired. The park will keep an eye on a pine tree and root that may cause a problem in the future but is not posing a problem today. As for "repairing" the streets - the streets are not in disrepair and are well maintained. The park routinely and as needed, applies an asphalt crack sealant designed to prevent cracking. The streets may not be pretty but they are well maintained, as confirm by the city.

Item 4 - Poor Communication

Park's Response - Many instances given related to the previous manager who was replaced in October 2010. The management company welcomes concerns from the residents in order to improve communication. The names and contact information for the corporate office are posted in the clubhouse and in the park magazine. We also provide "Resident Concern Forms" as a vehicle for concerns to be voiced, tracked and responded to.

Item 5 - Gophers, Squirrels and Rats

Park's Response - These are wild animals and residents should do their part to not invite them into their yard - i.e. keep trash can lids closed, maintain their skirting to be free of holes and other entrances, and to not leave food outside for pets. As for the gophers, the park believes the affected resident(s) should take steps to eradicate them in an effort to keep them from destroying their landscaping. Everyone did agree that they are universal problem in the Escondido area and it would be hard to get rid of them but that all should do their part to not encourage the critters.

Item 6 - Space 8 not increased - would we waive the increase for the other new move ins in 2011?

Park's Response - The park completed the Short Form correctly and conferred with Michelle Henderson regarding the two columns in question. As for space 8 - they moved in August 2011 and would not have been a resident for more than ten months when the increase went into effect. Therefore, we elected not to request an increase for that space.

Item 7 - Trees - trimming or removal of resident's trees

Park's Response - Based on the conversation with the City of Escondido Inspector there are some trees that the residents are responsible to maintain. There are others that the park is to maintain. The park reviews each space regarding trees and make a determination based on the City's instruction on trimming or removal and whether it is to be done by the park or the resident. The park trims common area trees regularly and has bids in hand for work to be done in January upon owners approval.

General Comments made by Mr. Greene:

— "The City Inspection is not a Title 25 inspection or an HCD inspection" - The park responded stating it was the only inspection required for the request at hand.

— The park "shouldn't get more unless they do more" Feels maintenance is "just enough". The park's response is as stated above, the cost to maintain the community and it's facilities is rising. Maintaining the nice appearance of the property is never ending and costly.

Submitted By: Laura Slobojan, Regional Manager
Mobile Community Management Company

Exhibit B
Ponderosa Mobile Home Park Management Response

Ponderosa Mobilehome park has addressed the following items as requested by the City Council on January 11, 2012.

1. Palm Tree Removal and Rodents

- a. While the park is not disputing that some residents have experienced rodents, three rodent control vendors observed no evidence of infestation of rodents at the park on February 3rd, as they conducted a thorough walk of the park. Additional information of their assessment will be presented at the March 21st hearing.
- b. The park contracted with a Tree removal vendor who removed 12 Mexican Fan Palm Trees on March 2nd as requested by the council on January 11th. The vendor observed no rodent nests or other evidence of rodent in the trees.

2. Water, Electrical and Cox outages

- a. The park contacted Cox and received information from Cox employees that there has been no service issues at Ponderosa Mobilehome park. Additional information will be presented at the March 21st Hearing.
- b. Regarding the Electrical System - the park has investigated the outages and will present its findings in detail at the March 21st hearing.
- c. Regarding the Water System - The park has investigated the shutoffs and will provide detailed information at the March 21st hearing.

The mobilehome industry is highly regulated by several entities including the City of Escondido, the State of California through HCD, and the PUC. Ponderosa has never been told that our systems are not to code. The park maintains its systems in good and serviceable condition. The park is prompt in repairing and proactive in replacing equipment when needed.

RESOLUTION NO. RRB 2012-01

A RESOLUTION OF THE ESCONDIDO
MOBILEHOME RENT REVIEW BOARD MAKING
FINDINGS AND GRANTING A RENT INCREASE
FOR PONDEROSA 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 pursuant to Section 12 of the Rent Review Board Guidelines was filed on October 5, 2011, by Mobile Community Management Co., the representative of the owner of Ponderosa Mobilehome Park ("Park") located at 1575 West Valley Parkway in Escondido. The Application applies to 60 of the 104 spaces, with the Park requesting a zero increase for one space for residents who moved into the Park in August 2011; and

WHEREAS, this is the 15th rent increase application filed by the Park since the Ordinance became effective in 1988. The last rent increase was granted by the Board in Rent Review Board Resolution 2009-05, on July 15, 2009, for 2.37%, or approximately \$12.85 per space, per month; and

WHEREAS, at the time of the current application, the average monthly space rent was \$564.44 for the 59 spaces subject to a rent increase. The owner requested a

rent increase in the amount of 75% of the change in the Consumer Price Index (CPI) for the period June 30, 2009, through June 30, 2011, in accordance with the Rent Review Board short-form policy guidelines. The application estimated this amount to be an average of \$20.32 (3.601%) per space, per month; and

WHEREAS, a notice of the Park's Rent Increase 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 November 8, 2011, a Mobilehome Park Rent Review Code Enforcement Inspection Report ("Inspection Report") was completed. It noted health and safety code violations in the Park; and

WHEREAS, on January 11, 2012, the Board held its public hearing. After an initial staff presentation, the Board invited testimony from Park ownership, 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 3.601%, an average of \$20.32 per space, per month for the 59 spaces, which are subject to a rent increase.

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 75% of the change in the Consumer Price Index (CPI) for San Diego County from June 30, 2009, through June 30, 2011, would amount to 3.601%, which averages \$20.32 per space, per month, for the 59 spaces that are subject to a rent increase.

4. That the Board concluded that an increase of 3.601%, an average of \$20.32 per space, per month, is consistent with the Guidelines and is a fair, just, and 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. _____

File No. _____

Ord No. _____

Agenda Item No.: 16

Date: March 21, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Charles Grimm, Assistant City Manager

SUBJECT: First Amendment to the Hall Land Co. Inc. Development Agreement for Tract 932 (2005-47-DA]

RECOMMENDATION:

It is requested that Council introduce Ordinance No. 2012-09 to authorize a 120 day extension for the Development Agreement to August 4, 2012.

PROJECT DESCRIPTION:

Modification to the Development Agreement between the City of Escondido and Hall Land Co. for the 179-lot, residential development, known as Hidden Valley Ranch, to grant an interim 120 day extension of the term beyond the current April 6, 2011, expiration date. The interim extension will allow staff and the applicant time to address the applicant's request for further modifications to the agreement.

FISCAL ANALYSIS:

None anticipated. The existing development agreement does freeze development fees at 2006 levels and establishes fee credits and waivers up to a maximum of \$3,524,292 in return for the applicant's construction of certain water tank and traffic related infrastructure in the North Broadway Deficiency Area.

ENVIRONMENTAL REVIEW:

Environmental review is not necessary to extend the term of the Development Agreement.

BACKGROUND:

Tract 932 was approved by the City Council on February 28, 2007. The associated Development Agreement was approved for a five-year term by Ordinance 2007-04, effective April 6, 2007. The agreement set forth responsibilities and obligations associated with the construction of extensive water and traffic related infrastructure to serve the development and the surrounding area. The developer is responsible for demolishing the existing Vista Verde water reservoir and construction a new two million gallon reservoir tank and associated distribution lines.

First Amendment to the Development Agreement for Tract 932
March 21, 2012
Page 2

A final map for the Hidden Valley Ranch development has not been recorded and there has been no construction related to the project. Project maps submitted during the original application are included as a point of reference.

ANALYSIS:

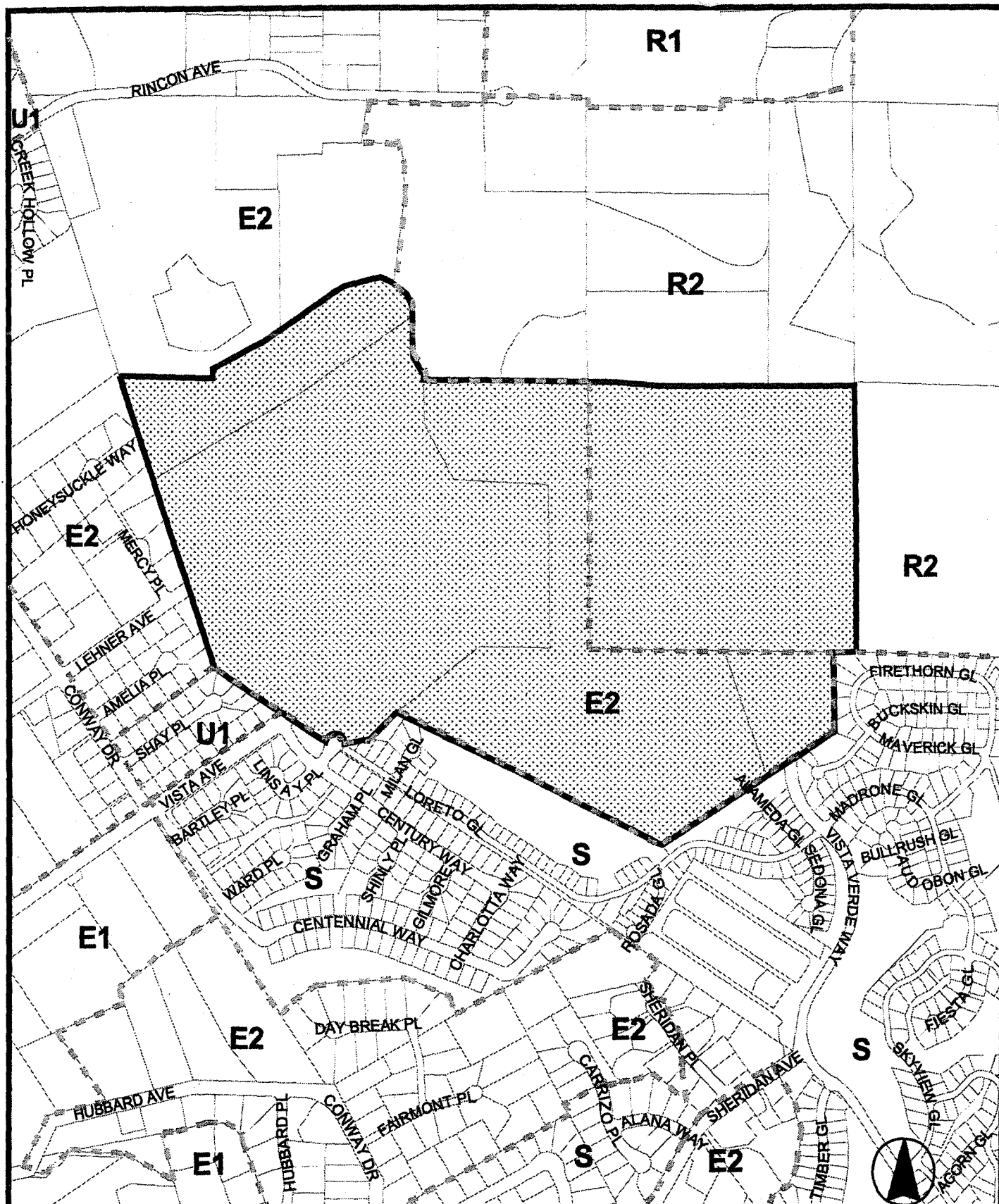
At this point, staff's intent is to secure a short interim extension of the term of the Development Agreement to allow the negotiations to continue on all outstanding issues. A comprehensive amendment to the agreement will then be brought forward to the Council for consideration.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'C. Grimm', with a long horizontal flourish extending to the right.

Charles Grimm
Assistant City Manager

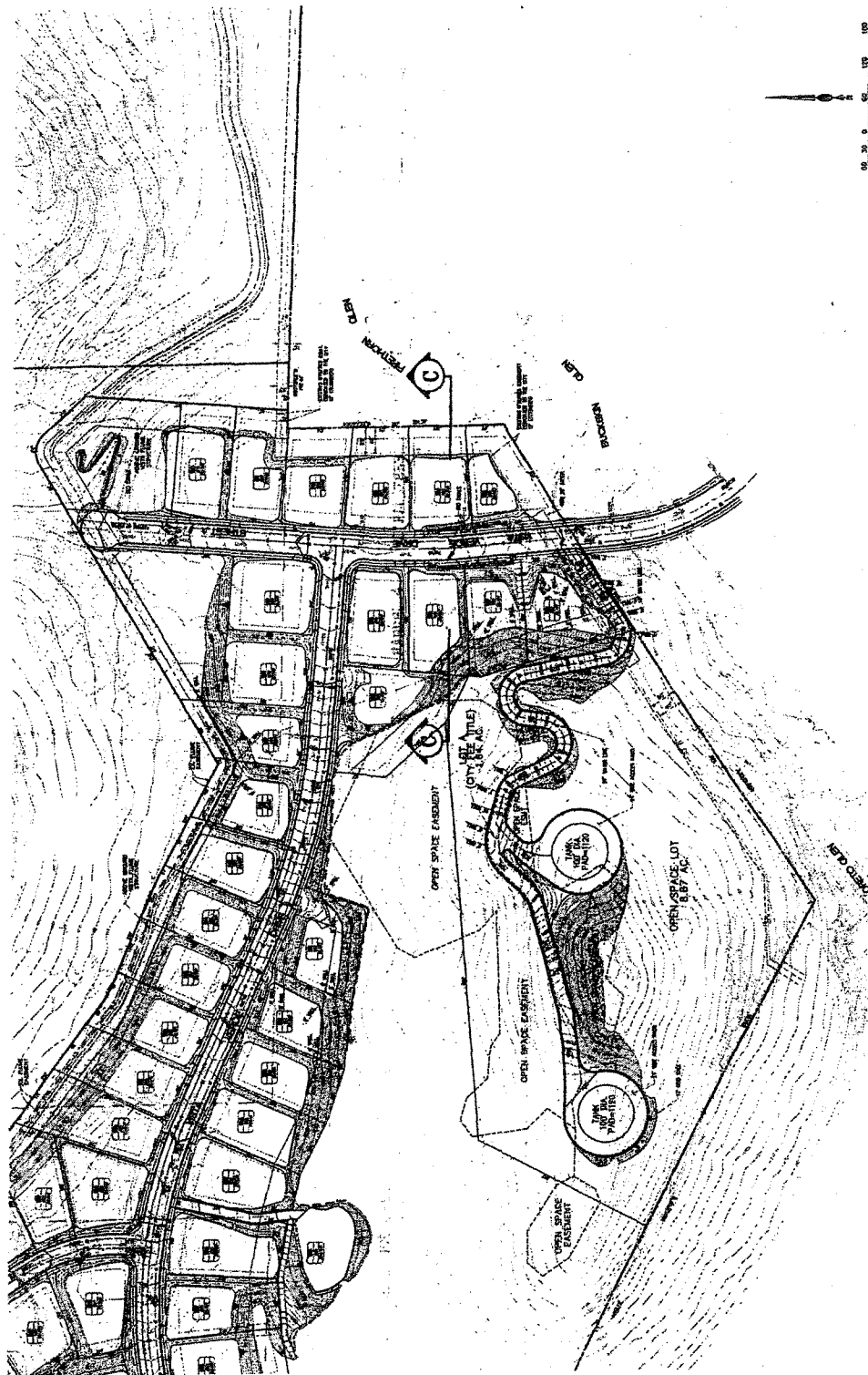
LOCATION/ZONING



Portions of this DERIVED PRODUCT contains geographic information copyrighted by SanGIS. All rights reserved.

**SUBDIVISION, PLANNED DEVELOPMENT,
PREZONE, DEVELOPMENT AGREEMENT,
GRADING EXEMPTION & ANNEXATION
TR 932, 2005-47-PD/PZ/DA/GE & 2001-05-AN**





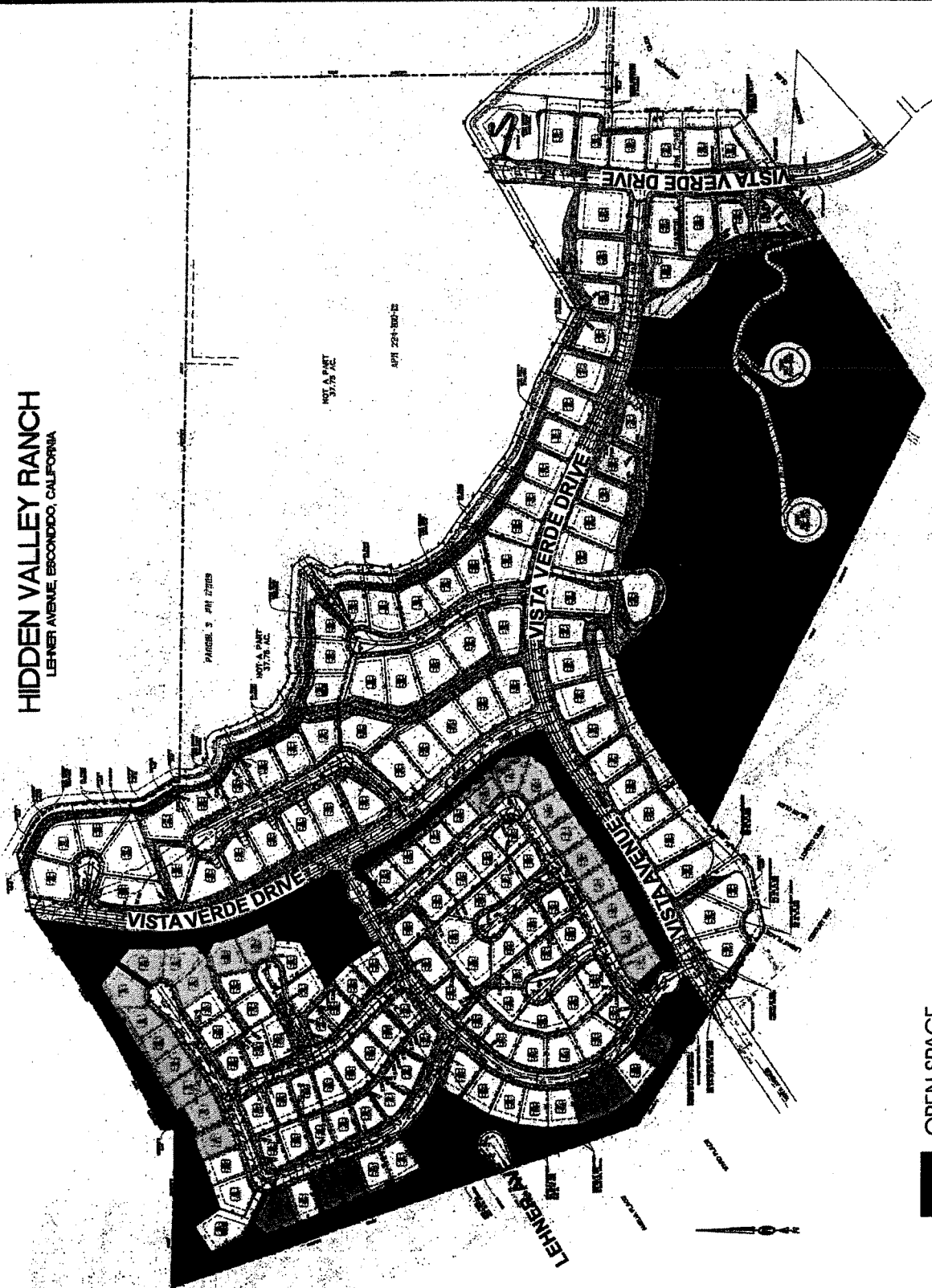
0 10 20 30 40 50 60 70 80 90 100
 FEET
 PREPARED BY:
 B.T.C.
 B.T.C. ASSOCIATES, INC.
 1000 S. 10TH AVE., SUITE 100
 DENVER, CO 80202
 PREPARED FOR:
 B.T.C. ASSOCIATES, INC.
 1000 S. 10TH AVE., SUITE 100
 DENVER, CO 80202

) SUBDIVISION, PLANNED DEVELOPMENT,
 PREZONE, DEVELOPMENT AGREEMENT,
 GRADING EXEMPTION & ANNEXATION
 TR 932, 2005-47-PD/PZ/DA/GE & 2001-05-AN



GRADING PLAN

HIDDEN VALLEY RANCH
LEHNER AVENUE, ESCONDIDO, CALIFORNIA



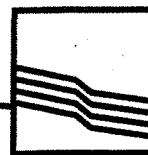
- OPEN SPACE
- LOTS LIMITED TO SINGLE STORY HOUSES
- LOTS REVISED SINCE PC REVIEW

**PROPOSED SUBDIVISION, PLANNED DEVELOPMENT,
PREZONE, DEVELOPMENT AGREEMENT,
GRADING EXEMPTION & ANNEXATION
TR 932, 2005-47-PD/PZ/DA/GE & 2001-05-AN**

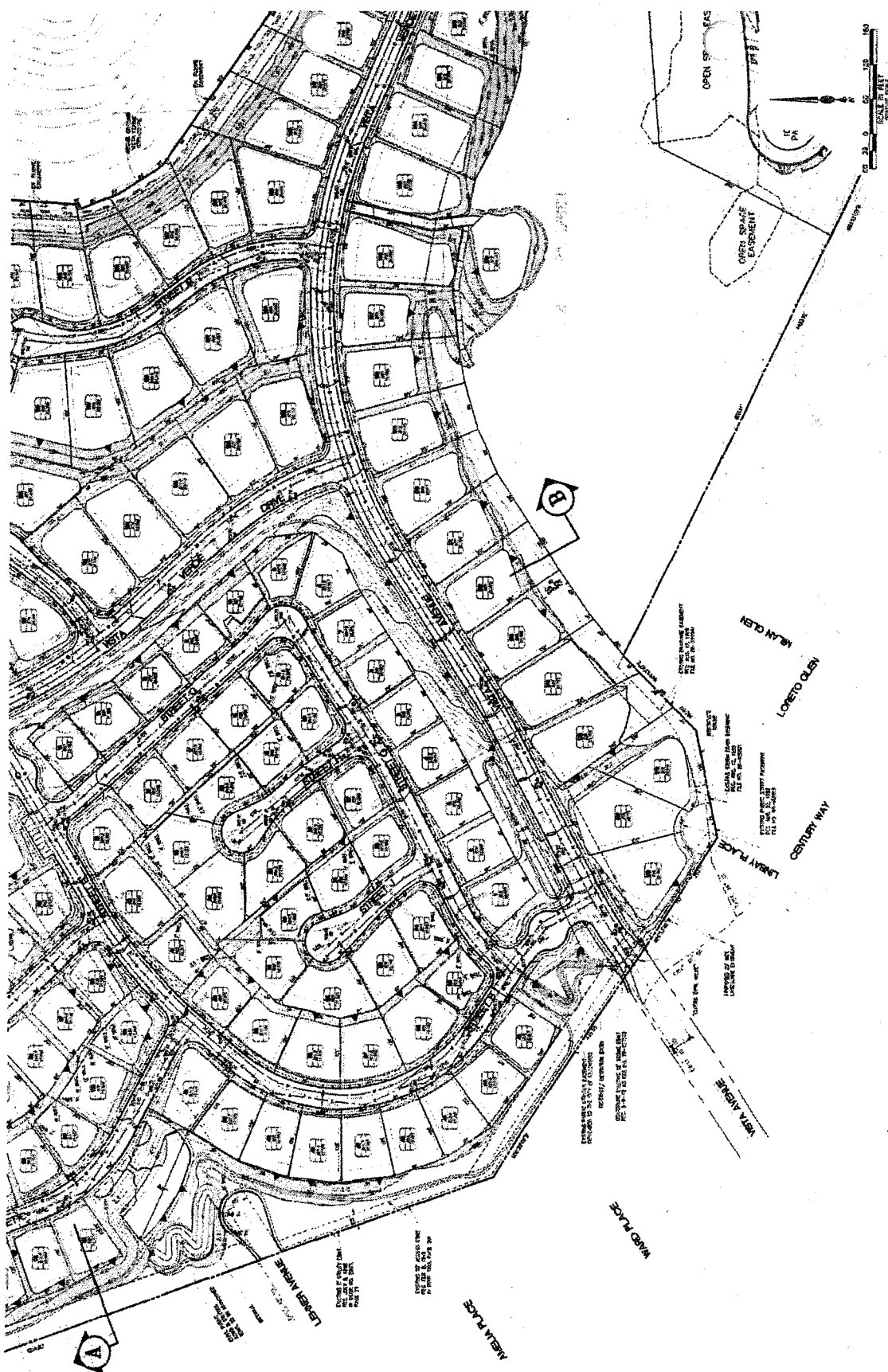
OPEN SPACE



**SUBDIVISION, PLANNED DEVELOPMENT,
PREZONE, DEVELOPMENT AGREEMENT,
GRADING EXEMPTION & ANNEXATION
TR 932, 2005-47-PD/PZ/DA/GE & 2001-05-AN**



GRADING PLAN



**SUBDIVISION, PLANNED DEVELOPMENT,
PREZONE, DEVELOPMENT AGREEMENT,
GRADING EXEMPTION & ANNEXATION
TR 932, 2005-47-PD/PZ/DA/GE & 2001-05-AN**



GRADING PLAN

ORDINANCE NO. 2012-09

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE, ON BEHALF OF THE CITY, A
FIRST AMENDMENT TO THE DEVELOPMENT
AGREEMENT FOR THE 179-LOT, TRACT 932
RESIDENTIAL DEVELOPMENT (TR 932, 2005-
47-DA)

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

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

SECTION 2. That the City Council has reviewed and considered the Mitigated
Negative Declaration (City Log No. ER 2005-34) and Mitigation Monitoring Report
prepared at the time the project was originally approved and has determined that all
environmental issues associated with the project have been addressed and no
significant environmental impacts will result from approving this amendment to the
Development Agreement.

SECTION 3. That upon consideration of the staff report and all public
testimony presented at the hearing held on this amendment, this City Council finds that
the proposed amendment to the Development Agreement for Tract 932 is consistent
with the General Plan and all applicable specific plans of the City of Escondido.

SECTION 4. That the City Council desires at this time and deems it to be in the best public interest to approve the First Amendment to the Development Agreement, attached as Exhibit "A," which is incorporated by this reference, and authorizes the Mayor and City Clerk, on behalf of the City, to execute the First Amendment to the Development Agreement.

SECTION 5. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 6. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. That the City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the City of Escondido.

Ordinance No. 2012-09
EXHIBIT A
Page 1 of 2

RECORDING REQUESTED BY:

CITY CLERK, CITY OF ESCONDIDO

WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF ESCONDIDO
201 N. BROADWAY
ESCONDIDO, CA 92025

THIS SPACE FOR RECORDER'S USE ONLY

RECORDING FEES EXEMPT PER GOVERNMENT CODE SECTION 27383

**FIRST AMENDMENT TO
HALL LAND CO., INC., DEVELOPMENT AGREEMENT
(TRACT 932)**

This First Amendment to Hall Land Co., Inc., Development Agreement ("Amendment") is made and entered into this _____ day of _____ 2012, by and between the City of Escondido, State of California ("City") and E & B Ranch Properties, LLC, a California limited liability company, including its successors and assigns ("Owner") (collectively, "the Parties").

RECITALS

Whereas, on April 6, 2007, the City and the Owner's predecessor-in-interest, Hall Land Co., Inc., ("Hall"), entered into that certain agreement entitled "Development Agreement for Tract 932" which was recorded on October 31, 2007, Document No. 2007-0695843, Official Records of San Diego County (the "Agreement"). Pursuant to the Development Agreement, Hall agreed to develop certain property more particularly described in the Development Agreement (the "Property"), subject to certain conditions and obligations as set forth in the Agreement.

Whereas, on December 24, 2009, Hall transferred the Property to Owner.

Whereas, Hall assigned the Agreement to Owner. As such, Owner assumed all rights, title, interest, burden, and obligation under the Agreement with respect to and as related to the Property.

Whereas, the terms defined in the Agreement shall have the same meaning in this Amendment, unless otherwise specified herein.

The Parties now desire to amend the Agreement to extend the Term of the Agreement to allow the Parties to negotiate other terms of the Agreement.

NOW, THEREFORE, City and Owner agree as follows:

1. **Extension of the Term of the Agreement.**

The Term, as defined under Article III, Section 1 of the Agreement, is hereby extended from April 6, 2012 to August 4, 2012, unless terminated, modified, or extended as permitted by the Agreement.

2. **Agreement Still in Effect.**

All other terms of the Agreement between City and Owner shall remain in full force and effect; in the event of any conflict between any specific provision of the Agreement and this Amendment, this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to Hall Land Co., Inc., Development Agreement as of the date set forth above.

CITY OF ESCONDIDO

By: _____
Its: Mayor

CITY OF ESCONDIDO,

By: _____
Its: Clerk

E & B Ranch Properties, LLC

By: _____
Its: _____

APPROVED AS TO FORM AND CONTENT:
CITY OF ESCONDIDO

By: _____
Jeffrey R. Epp, Esq.
Its: City Attorney

RECORDING REQUESTED BY:

CITY CLERK, CITY OF ESCONDIDO

WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF ESCONDIDO
201 N. BROADWAY
ESCONDIDO, CA 92025

THIS SPACE FOR RECORDER'S USE ONLY

RECORDING FEES EXEMPT PER GOVERNMENT CODE SECTION 27383

**FIRST AMENDMENT TO
HALL LAND CO., INC., DEVELOPMENT AGREEMENT
(TRACT 932)**

This First Amendment to Hall Land Co., Inc., Development Agreement ("Amendment") is made and entered into this _____ day of _____ 2012, by and between the City of Escondido, State of California ("City") and E & B Ranch Properties, LLC, a California limited liability company, including its successors and assigns ("Owner") (collectively, "the Parties").

RECITALS

Whereas, on April 6, 2007, the City and the Owner's predecessor-in-interest, Hall Land Co., Inc., ("Hall"), entered into that certain agreement entitled "Development Agreement for Tract 932" which was recorded on October 31, 2007, Document No. 2007-0695843, Official Records of San Diego County (the "Agreement"). Pursuant to the Development Agreement, Hall agreed to develop certain property more particularly described in the Development Agreement (the "Property"), subject to certain conditions and obligations as set forth in the Agreement.

Whereas, on December 24, 2009, Hall transferred the Property to Owner.

Whereas, Hall assigned the Agreement to Owner. As such, Owner assumed all rights, title, interest, burden, and obligation under the Agreement with respect to and as related to the Property.

Whereas, the terms defined in the Agreement shall have the same meaning in this Amendment, unless otherwise specified herein.

The Parties now desire to amend the Agreement to extend the Term of the Agreement to allow the Parties to negotiate other terms of the Agreement.

NOW, THEREFORE, City and Owner agree as follows:

1. **Extension of the Term of the Agreement.**

The Term, as defined under Article III, Section 1 of the Agreement, is hereby extended from April 6, 2012 to August 4, 2012, unless terminated, modified, or extended as permitted by the Agreement.

2. **Agreement Still in Effect.**

All other terms of the Agreement between City and Owner shall remain in full force and effect; in the event of any conflict between any specific provision of the Agreement and this Amendment, this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to Hall Land Co., Inc., Development Agreement as of the date set forth above.

CITY OF ESCONDIDO

By: _____
Its: Mayor

CITY OF ESCONDIDO,

By: _____
Its: Clerk

E & B Ranch Properties, LLC

By: _____
Its: _____

APPROVED AS TO FORM AND CONTENT:
CITY OF ESCONDIDO

By: _____
Jeffrey R. Epp, Esq.
Its: City Attorney

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 17

Date: March 21, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Christopher McKinney, Director of Utilities

SUBJECT: Report on the Draft Feasibility Study of Relocating the Water Distribution Yard to a Site near the Mayflower Dog Park at the Current Charros Site

RECOMMENDATION:

The Utilities Department requests that Council accept and file a presentation summarizing the draft feasibility study for relocation of the water distribution yard to a site near the Mayflower Dog Park at the current Charros site, hereafter referred to as the "Site". The Department also requests Council guidance concerning future public meetings in addition to the one already held on March 15, 2012.

The draft study includes proposed site plans for a water distribution yard, preliminary plans for site entry and exit, and information on biological and cultural resources in the immediate vicinity of the Site. At this time, the Department is not requesting action from Council to move forward with design or construction.

FISCAL ANALYSIS:

No financial impact at this time, excepting staff time for analysis of the final study and public meetings. Future costs, if the Council decides to move forward with construction at this site, are estimated to be \$6.0 million from the Water Fund's capital improvement budget. This estimate includes design, environmental approval, and construction. The property is City owned, so there are no land acquisition costs.

BACKGROUND:

In 2011, the City Council directed staff to study the feasibility of relocating the water distribution yard from the current Public Works Yard to the Site. As previously reported to Council, it was chosen from among several sites considered because it was already City owned (i.e., no land acquisition costs), offered enough space based on a very preliminary assessment, and offered operational efficiencies compared to other sites by virtue of its close proximity to the Water Distribution Plant. The feasibility study was to confirm adequate space for equipment and staff, to perform a preliminary evaluation of biological and cultural resources on the site, and to determine the adequacy of existing infrastructure.

A portion of the Site has been identified as potential California gnatcatcher habitat, which has delayed completion of the final feasibility study. To determine if a gnatcatcher population exists, a six-week study is underway with completion expected in late April. Draft information not including the results of the gnatcatcher study has been presented by the consultant and indicates the following:

1. Pending mitigation of the impacted biological and cultural resources listed below, the Site is adequate for construction of a yard with these general attributes (see attached preliminary site plans):
 - a. 2,800 sq.ft. administration building and 7,200 sq.ft. staff building for daily work activities of approximately 45 staff.
 - b. Welding shop, machine shop, and tool shop.
 - c. Covered storage for sand, aggregate, and other construction materials.
 - d. Staff parking and City vehicle parking.
 - e. One-way entry and exit roads connecting the site to Save-a-Life Way.
2. Biological resources including: (1) two wetland vegetation habitat types, (2) two upland vegetation habitat types, (3) mapped California gnatcatcher habitat, and (4) potential occurrence of two "special status" plant species. The draft US Fish and Wildlife subarea plan requires buffers of up to 100 ft. between habitat and disturbed areas.
3. Cultural and historic resources include a bedrock milling feature (not impacted by proposed site construction) and four stacked stone walls likely associated with Dixon Ranch.

Potential Impact to Nearby Recreational Resources - The trailhead of the Caballo Trail in Daley Ranch is adjacent to the Site. The trail itself is within Daley Ranch and will therefore be unaffected by construction. An open area near the trailhead, but outside of Daley Ranch, is used as an unofficial parking area for trail users. This area may be intermittently closed for use as a temporary construction lay down area. However, the area will remain open on weekends, and staff will work with contractors to minimize weekday closures and provide notice of a closure schedule. After construction is complete, the area will be restored to its original condition, with Council having the option to authorize improvements (e.g., marked parking, improved signage, restrooms).

Potential Impact to Nearby Residents, Organizations, and Businesses during Construction - Construction will require a lay down area in the open space north of Beven Drive between Wohlford Drive and Valley Parkway. Construction materials and equipment will be stored here throughout the twelve-to-eighteen month construction period. Residents of the area will also notice increased traffic along Beven Drive and Save-a-Life Drive, though this traffic will be intermittent (typically during deliveries and when materials are moved from the lay down area to the active construction area) and confined to regular business weekdays (7:00 AM to 5:00 PM). Noise should be limited to vehicle noise along Beven Drive and Save-a-Life Way, though the Humane Society buildings may be exposed to low-level noise from the construction area (again limited to equipment noise).

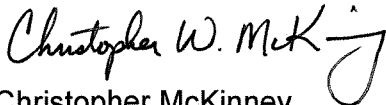
Potential Impact to Nearby Residents, Organizations, and Businesses after Construction - After construction, the proposed yard will be visible from the Humane Society buildings and the Caballo Trailhead from a distance of 100 ft. to 500 ft. Residents on Lewis Lane, Norma Lane, and Valle Lindo Road on the east side of Valley Parkway will have limited visibility of the site through existing trees from a distance of ¼ mile or more. The yard will be hidden from residents of Eureka Ranch behind the hill north of Murcott Way that extends eastward to Escondido Creek. Homes at the east end of Chandler Court will have a limited view of the staff parking area and the proposed staff building, though these views will be obscured by the existing vegetation and the sound wall on Beven Way. The existing temporary storage area for water distribution construction materials between Save-a-Life Drive and Escondido Creek

(presently surrounded by a security fence with razor wire) will be removed when the new facility opens. This area will be returned to its state prior to placement of the fence.

Personal vehicle traffic along Beven Drive and Save-a-Life Way will increase as staff arrive (~6:30 AM) and leave work (~4:00 PM). In total, approximately 59 City owned vehicles will be housed at the site. These vehicles include 28 vehicles that are $\frac{3}{4}$ ton or smaller (primarily water meter reader vehicles), 15 vehicles that are 1 ton or larger, and 16 pieces of support equipment (backhoes on towable trailers, traffic message boards, light towers, etc. Evening and weekend traffic will be limited to crews responding to water system emergencies. In all cases, staff will be directed to use Save-a-Life Way and Beven Drive to access Valley Parkway, except in those rare cases of doing work inside Eureka Ranch. The Caballo Trail will not be impacted during or post-construction. The trailhead will not be impacted post-construction, but may be impacted during construction as described above.

Council options for improvement of local recreation access – At its discretion, Council may choose to improve the Caballo Trailhead (see above). With the likely improvement of Save-a-Life Drive required by this project, Council may also elect to construct bike and pedestrian access from the Escondido Bike Path to the Caballo Trailhead.

Respectfully submitted,

A handwritten signature in black ink that reads "Christopher W. McKinney". The signature is written in a cursive style with a large, stylized "M" and "K".

Christopher McKinney
Director of Utilities

CONSTRUCTION RECORD		REFERENCES		Date	By	REVISIONS		App'd	Date	BENCH MARK	
Contractor											
Inspector											
Date Completed											

				151 E. Valley Parkway, Suite 1B, Escondido, CA 92025 (760)333-4086			
Office	IP2002	Designed By	XX	Drawn By	XX	Checked By	XXX
Filmed		Plans Prepared Under Supervision Of		Date	R.C.E. No. C####		
Traffic							



City of Choice

ESCONDIDO

MARCH 2012

CITY OF ESCONDIDO

DEPT OF PUBLIC WORKS

DRAFT

PROPOSED WATER DISTRIBUTION YARD LAYOUT

CF10-0000

Drawing No.

Sheet XX of XX



**Forum regarding Proposed Water Distribution Facility
Summary of Questions/Comments Received from the Public
with Brief Staff Responses
EVCC, March 15, 2012**

Contact: Christopher McKinney, Director of Utilities, cmckinney@escondido.org

- A traffic study is needed to address questions about a traffic choke point, the potential for high volume of heavy vehicles, and concerns for residents/children.
 - A traffic study would be completed as part of the overall design, engineering and environmental process. This has not been completed because the current study was only a feasibility study of the site in terms of space and operation.
- There is a need to maximize public notice of meetings.
 - Items presented at Council have and will be noticed via the normal meeting notices. Public meetings will be noticed via hard-copy mailers to stakeholders, the City web site, and emails to stakeholder groups (local HOA's, Friends of Daley Ranch, the Charros, sign-ins from the meeting etc.). To be added to the email distribution list, please email water@escondido.org.
- Jack's Creek Road may be used as short cut for City and other vehicles, creating danger to children.
 - The City will regulate and enforce the path of City vehicles. If this project moves forward the traffic study will analyze the use of Jack Creek road. City vehicles will be directed to use Save-a-Life Dr. and Beven Dr.
- The Mayor mentioned 1 building, why are there more? Why is the facility larger than the size that was quoted in the newspaper?
 - There are three building in the preliminary site plan of the feasibility study – the largest one for daily staff activities (mustering, meeting, recording work orders, etc.), a smaller one for Administration, and the smallest for a welding/tool shop. The size, location, and number of buildings are very preliminary, though the size and number of buildings will not increase (may decrease as needs are refined through design). Using multiple buildings also improves the architectural look of the site.
- Trucks from everywhere will be going through the area at 4:00 p.m. during peak congestion.
 - A traffic study will be completed as part of the project review. However, vehicle traffic from the site will be confined to Save-a-Life Drive and Beven Drive. There are 15 vehicles at the site that are 1-ton or greater. The remaining on-site vehicles will be ¾ ton (pickup trucks) or smaller. Most, but not all, will be leaving the site in the morning and entering in the evening.
- Why is all the money being spent here and not at other locations?

- While this potential project is a significant capital improvement project (CIP) (~\$5.7 million), it comprises a fraction of the overall capital budget. Other locations that will see significant CIP expenditure over the next five years are the Water Treatment Plant, various water reservoir (tank) replacements, and a number of pipeline replacements (including one to the Cemetery area).
- Did the Specific Plan (SP) protect this property from development?
 - The site lies outside the boundary of Daley Ranch and is part of the Northeast Gateway Specific Plan, in a subarea referred to as Planning Area 5. The project could be allowed by right under the SP but will be fully vetted by the public process. The designated land use for this area is “Modified Open Space”. This land use designation allows public utilities and utility easements as permitted uses; a water distribution facility is part of the City’s public utilities and would therefore be a permitted use under the existing specific plan.
- Someone needs to consider the effect on property values.
 - If this project moves forward the City will ask that this will be addressed during the project review.
- The Church had to give up land when they built, to evaluate cultural resources, to evaluate impacts to streets, and to address architectural concerns. Will it be the same here?
 - The feasibility study did a preliminary evaluation of biological and cultural resources, which will be presented at Council on March 21. A more complete environmental assessment will be completed during design and engineering of the project. The site will also be required to be designed to fit in with the surrounding community and landscape.
- Why can the city put facility here? Will the consultant look at cultural resources? Can they tell us what resources are there?
 - The property is City owned and this use is consistent with the Specific Plan for this area. A preliminary review of cultural resources has been completed and a more thorough review will be completed during design.
- Can the Charros be looked at as a cultural resource?
 - If the project moves forward the City would ask the environmental consultant to address the loss of the Charros from the site. A cultural analysis will be required as part of the CEQA environmental review, and can include an evaluation of the past long-term uses of the property.
- Will project parking lot impact views from Daley Ranch?
 - The site will be analyzed for visible impacts and any significant impacts would have to be mitigated through design and landscape. A visual analysis will be included in the CEQA document. We would typically require parking lot landscaping including trees to help screen views of the parking area.

- What about reconsidering other areas? Is the City performing similar feasibility studies on other areas?
 - This site was one of five reviewed by staff and selected, with Council approval, for further study. Council may, at its discretion, direct staff to study other sites if they become known. A feasibility study has not been conducted on other sites because this site was selected for study from the original five sites reviewed. All other sites considered to this point have a flaw that makes them less desirable.
- What will be the impact on home ownership?
 - If proper mitigation is used there should not be a negative impact on home ownership.
- What about rainfall cycles and high water volumes in certain years. Water will come down the canyon and might be more intense in future years. Has this been considered? What if the dam fails? Will this complex then fail?
 - The proposed site is high enough to be out of the flood plain and inundation zone of a Wohlford Dam failure (a very unlikely occurrence). In case of flooding, the site would be accessed via an emergency access road connecting to the Water Treatment Plant Road (just above Save-a-Life Drive). From the Water Plant, emergency access would be available to El Norte Parkway via Dixon Dam, roads around Lake Dixon, and La Honda.
- How will you address traffic concerns on neighborhood streets? After school, traffic may be doubled in Jack's Creek. At 4:30 people may take alternative routes to avoid heavy equipment. Near the soccer fields, parking already filling the streets.
 - See previous responses concerning future traffic study.
- Why not do it at Washington and Ash?
 - This site has already been considered but was found unsuitable due to traffic constraints, its very close proximity to a school and a senior living community, and zoning issues with outdoor storage.
- Consider retail sites for this site. The site is not a good site because it is not in the middle of the city. NC Transit is still in industrial area. Why not use that as example? This is too far away from the rest of the city.
 - Location within the City was considered as factor in selecting sites, with a central location being desirable. However, more central locations suffered other flaws, which left the site as the most desirable from an operations perspective. The site is already City owned (i.e. no land acquisition cost), it is close to the Water Treatment Plant (i.e. more efficient management of the site), and it offers quick access to Valley Parkway.
- What is the overall effect on Daley Ranch? What happens to recreational activity and wildlife at Daley Ranch?

- The site is adjacent to Daley Ranch, but not a part of Daley Ranch. Recreational activity at the Ranch will not be impacted, excepting intermittent closure of the horse-staging area near the Caballos Trailhead during construction only. The horse staging itself is not a part of Daley Ranch and, at Council discretion, may be improved as part of the overall project.
- How is a traffic study performed?
 - The environmental process requires that all roads and intersections affected by the project be analyzed. These criteria would be applied to the traffic study for this site. The traffic engineer will address the amount of project-related traffic added to East Valley Parkway and Beven Drive and will also address potential impacts to neighborhood traffic. They will document existing roadway conditions, count traffic, model new traffic flows, and evaluate site access.
- Is the temporary storage going to be removed? What process did the temporary storage go through to be put up?
 - The temporary storage area will be removed when a new Water Yard is constructed. The area was selected for temporary storage because there was an immediate need and it was close to the Water Plant and the leading site for a relocated Water Yard.
- Did anyone look at the requirements of the Northeast Gateway?
 - Yes. This area is guided by a Specific Plan as previously mentioned.
- Why isn't the East Valley Community Center a potential location for the water yard?
 - Zoning restrictions for outdoor storage, its immediate proximity to a child-care facility, and limited space make this site infeasible.
- What is the estimate for construction? Why 4.5-6 million?
 - This cost includes all design, engineering, environmental review, site preparation including grading, and construction. Construction is estimated to take 12 to 18 months. These figures are very preliminary.
- Why can't the City cut a piece out of the existing public works yard location for the water yard?
 - Council has directed that the Water Utility vacate the public works yard so it can be used for business development and revitalization of the Washington-Quince area.
- How much was the cost? Is this really an efficient site?
 - Of the sites that were not "fatally flawed" for some operational reason, this site was the least costly when land costs and building costs were included.

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. 2003-_____ File No. _____

Ord No. 2003-_____

Agenda Item No.: 18
Date: March 21, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Sheryl Bennett, Human Resources Director
Cindy Titgen, Benefits and Workers' Compensation Manager

SUBJECT: Amendment to California Public Employees' Retirement System (CalPERS) Contract to Provide Section 20472 (Different Level of Benefits), Section 21362 (2% at age 50), and Section 20037 (Three-Year Final Compensation) for Local Fire Safety Employees

RECOMMENDATION:

Approval of a Resolution of Intention No. 2012-30 and the initial reading of Ordinance No. 2012-06 to amend the CalPERS contract to provide a second-tier level of benefits for employees hired after adoption of the 2% at 50 retirement benefit calculation and a three-year final compensation calculation for local Fire Safety employees.

FISCAL ANALYSIS:

Decreases in the City's CalPERS employer rate will occur as employees are hired into the Second Tier. Accordingly, budget reduction for the Fire Department will be realized in future years.

BACKGROUND:

During recent labor negotiations, the City and the Fire Association agreed to provide a second-tier of pension benefits for local Fire Safety employees employed after the date of an amendment to the CalPERS contract. The CalPERS pension benefit would be reduced from 3% at 50 to 2% at 50 (Section 21362) and the final compensation calculation would be reduced from a one-year to a three-year final compensation calculation (Section 20037).

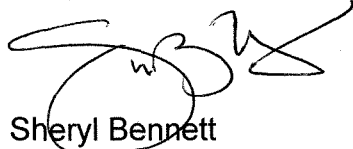
Approval of the Resolution of Intention No. 2012-30 and initial reading of the Ordinance No. 2012-06 is the first step in the process to amend the CalPERS Contract. The City is required to certify its action and its compliance with Government Code Section 7507 (Disclosure of future annual cost increase or change). Once the City certifies its action, and at least 20 days has elapsed, the final step of the process is a second reading and adoption of Ordinance No. 2012-06, which is scheduled for April

Amendment to CalPERS Contract
March 21, 2012
Page 2

18, 2012. The effective date of the CalPERS amendment is May 27, 2012, which is the first day of the payroll following thirty (30) days following the adoption of Ordinance No. 2012-06.

Therefore, staff requests approval of a Resolution of Intention No. 2012-30 and the initial reading of Ordinance No. 2012-06 to amend the CalPERS contract for local Fire Safety employees to provide Section 20472 (Different Level of Benefits), Section 21362 (2% at 50), and Section 20037 (Three-Year Final Compensation) effective May 27, 2012.

Respectfully submitted,



Sheryl Bennett
Director of Human Resources



Cindy Titgen
Benefits & Workers' Compensation Manager

RESOLUTION NO. 2012-30

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
OF ITS INTENTION TO APPROVE AN
AMENDMENT TO THE CONTRACT
BETWEEN THE BOARD OF
ADMINISTRATION OF THE CALIFORNIA
PUBLIC EMPLOYEES' RETIREMENT
SYSTEM AND THE CITY OF ESCONDIDO
FOR LOCAL FIRE MEMBERS

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement system by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide Section 20472 (Different Level of Benefits), Section 21362 (2% @ 50 Full formula) and Section 20037 (Three-Year Final Compensation) for local fire members entering membership for the first time in the fire classification after the effective date of this amendment to contract.

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

1. That the above recitations are true.

2. That the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement system, a copy of said amendment being attached hereto, as "Exhibit A" and by this reference made a part hereof.



EXHIBIT "A"

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Escondido

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective November 1, 1958, and witnessed August 6, 1958, and as amended effective August 1, 1964, December 1, 1968, July 1, 1973, January 1, 1974, February 7, 1975, July 1, 1977, November 1, 1978, August 1, 1980, July 1, 1982, June 28, 1987, December 25, 1988, June 25, 1989, May 27, 1990, January 1, 1991, June 1, 1991, October 9, 1993, January 20, 1996, May 25, 1996, January 2, 1998, July 12, 1998, July 11, 1999, January 9, 2000, November 12, 2000, June 24, 2001, September 26, 2004 and July 1, 2007 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 15 are hereby stricken from said contract as executed effective July 1, 2007, and hereby replaced by the following paragraphs numbered 1 through 17 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 60 for local miscellaneous members and age 50 for local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after November 1, 1958 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
 - (d) Public Agency's election to file for bankruptcy under Chapter 9 (commencing with section 901) of Title 11 of the United States Bankruptcy Code and/or Public Agency's election to reject this Contract with the CalPERS Board of Administration pursuant to section 365, of Title 11, of the United States Bankruptcy Code or any similar provision of law.
 - (e) Public Agency's election to assign this Contract without the prior written consent of the CalPERS' Board of Administration.
 - (f) The termination of this Contract either voluntarily by request of Public Agency or involuntarily pursuant to the Public Employees' Retirement Law.

- (g) Changes sponsored by Public Agency in existing retirement benefits, provisions or formulas made as a result of amendments, additions or deletions to California statute or to the California Constitution.
- 4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).
- 5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **PROGRAM PERSONNEL HIRED ON OR AFTER JULY 1, 1973;
AND**
 - b. **BUS DRIVERS HIRED ON OR AFTER FEBRUARY 7, 1975.**
- 6. Prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.
- 7. This contract shall be a continuation of the contract of the Escondido Community Development Commission, hereinafter referred to as "Former Agency". The accumulated contributions, assets and liability for prior and current service under the Former Agency's contract shall be merged pursuant to Section 20508 of the Government Code. Such merger occurred July 1, 1996.
- 8. The percentage of final compensation to be provided for each year of credited prior and current service for local miscellaneous members in employment before and not on or after July 1, 2007 shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service prior to December 31, 1973, termination of Social Security, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).

9. The percentage of final compensation to be provided for each year of credited prior and current service for local miscellaneous members in employment on or after July 1, 2007 shall be determined in accordance with Section 21354.3 of said Retirement Law, subject to the reduction provided therein for service prior to December 31, 1973, termination of Social Security, for members whose service has been included in Federal Social Security (3% at age 60 Full and Modified).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a local police members and for those local fire members entering membership in the fire classification on or prior to the effective date of this amendment to contract shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
11. The percentage of final compensation to be provided for each year of credited current service as a local fire member entering membership for the first time in the fire classification after the effective date of this amendment to contract shall be determined in accordance with Section 21362 of said Retirement Law (2% @ 50 Full).
12. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 21574 (Fourth Level of 1959 Survivor Benefits).
 - b. Sections 21624 and 21626 (Post-Retirement Survivor Allowance) for local safety members only.
 - c. Section 20614, Statutes of 1978, (Reduction of Normal Member Contribution Rate). From November 1, 1978 and until June 28, 1987, the normal local safety member contribution rate shall be 2.75%. Legislation repealed said Section effective September 29, 1980.
 - d. Section 20690, Statutes of 1980, (To Prospectively Revoke Section 20614, Statutes of 1978).
 - e. Section 20042 (One-Year Final Compensation) for local miscellaneous members, local police members and for those local fire members entering membership on or prior to the effective date of this amendment to contract.
 - f. Section 20965 (Credit for Unused Sick Leave).
 - g. Section 21024 (Military Service Credit as Public Service).

- h. Section 20692 (Employer Paid Member Contributions Converted to Payrate During the Final Compensation Period) for local police members only.
 - i. Section 21548 (Pre-Retirement Option 2W Death Benefit).
 - j. Section 20475 (Different Level of Benefits). Section 21362 (2% @ 50 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local fire members entering membership for the first time in the fire classification after the effective date of this amendment to contract.
- 13. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on August 1, 1980. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
- 14. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
- 15. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
- 16. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

17. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF ESCONDIDO

BY _____
KAREN DE FRANK, CHIEF
CUSTOMER ACCOUNT SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

ORDINANCE NO. 2012-06

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING AN AMENDMENT TO THE
CONTRACT BETWEEN THE CITY OF
ESCONDIDO AND THE BOARD OF
ADMINISTRATION OF THE CALIFORNIA
PUBLIC EMPLOYEES' RETIREMENT
SYSTEM

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

SECTION 1. That an amendment to the contract between the City Council of the
City of Escondido and the Board of Administration, California Public Employees'
Retirement System is hereby authorized, a copy of said amendment being attached
hereto as a marked Exhibit "A," and by such reference made a part hereof as though
herein set out in full.

SECTION 2. The Mayor of the City of Escondido is hereby authorized,
empowered, and directed to execute said amendment for and on behalf of said Agency.

SECTION 3. This Ordinance shall take effect 30 days after the date of its
adoption and prior to the expiration of 15 days from the passage thereof shall be
published at least one time in a newspaper of general circulation, published and
circulated in the City of Escondido and thenceforth and thereafter, the same shall be in
full force and effect.



EXHIBIT "A"

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Escondido

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective November 1, 1958, and witnessed August 6, 1958, and as amended effective August 1, 1964, December 1, 1968, July 1, 1973, January 1, 1974, February 7, 1975, July 1, 1977, November 1, 1978, August 1, 1980, July 1, 1982, June 28, 1987, December 25, 1988, June 25, 1989, May 27, 1990, January 1, 1991, June 1, 1991, October 9, 1993, January 20, 1996, May 25, 1996, January 2, 1998, July 12, 1998, July 11, 1999, January 9, 2000, November 12, 2000, June 24, 2001, September 26, 2004 and July 1, 2007 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 15 are hereby stricken from said contract as executed effective July 1, 2007, and hereby replaced by the following paragraphs numbered 1 through 17 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 60 for local miscellaneous members and age 50 for local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after November 1, 1958 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
 - (d) Public Agency's election to file for bankruptcy under Chapter 9 (commencing with section 901) of Title 11 of the United States Bankruptcy Code and/or Public Agency's election to reject this Contract with the CalPERS Board of Administration pursuant to section 365, of Title 11, of the United States Bankruptcy Code or any similar provision of law.
 - (e) Public Agency's election to assign this Contract without the prior written consent of the CalPERS' Board of Administration.
 - (f) The termination of this Contract either voluntarily by request of Public Agency or involuntarily pursuant to the Public Employees' Retirement Law.

- (g) Changes sponsored by Public Agency in existing retirement benefits, provisions or formulas made as a result of amendments, additions or deletions to California statute or to the California Constitution.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
- a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
- a. **PROGRAM PERSONNEL HIRED ON OR AFTER JULY 1, 1973;
AND**
 - b. **BUS DRIVERS HIRED ON OR AFTER FEBRUARY 7, 1975.**
6. Prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.
7. This contract shall be a continuation of the contract of the Escondido Community Development Commission, hereinafter referred to as "Former Agency". The accumulated contributions, assets and liability for prior and current service under the Former Agency's contract shall be merged pursuant to Section 20508 of the Government Code. Such merger occurred July 1, 1996.
8. The percentage of final compensation to be provided for each year of credited prior and current service for local miscellaneous members in employment before and not on or after July 1, 2007 shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service prior to December 31, 1973, termination of Social Security, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).

9. The percentage of final compensation to be provided for each year of credited prior and current service for local miscellaneous members in employment on or after July 1, 2007 shall be determined in accordance with Section 21354.3 of said Retirement Law, subject to the reduction provided therein for service prior to December 31, 1973, termination of Social Security, for members whose service has been included in Federal Social Security (3% at age 60 Full and Modified).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a local police members and for those local fire members entering membership in the fire classification on or prior to the effective date of this amendment to contract shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
11. The percentage of final compensation to be provided for each year of credited current service as a local fire member entering membership for the first time in the fire classification after the effective date of this amendment to contract shall be determined in accordance with Section 21362 of said Retirement Law (2% @ 50 Full).
12. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 21574 (Fourth Level of 1959 Survivor Benefits).
 - b. Sections 21624 and 21626 (Post-Retirement Survivor Allowance) for local safety members only.
 - c. Section 20614, Statutes of 1978, (Reduction of Normal Member Contribution Rate). From November 1, 1978 and until June 28, 1987, the normal local safety member contribution rate shall be 2.75%. Legislation repealed said Section effective September 29, 1980.
 - d. Section 20690, Statutes of 1980, (To Prospectively Revoke Section 20614, Statutes of 1978).
 - e. Section 20042 (One-Year Final Compensation) for local miscellaneous members, local police members and for those local fire members entering membership on or prior to the effective date of this amendment to contract.
 - f. Section 20965 (Credit for Unused Sick Leave).
 - g. Section 21024 (Military Service Credit as Public Service).

- h. Section 20692 (Employer Paid Member Contributions Converted to Payrate During the Final Compensation Period) for local police members only.
 - i. Section 21548 (Pre-Retirement Option 2W Death Benefit).
 - j. Section 20475 (Different Level of Benefits). Section 21362 (2% @ 50 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local fire members entering membership for the first time in the fire classification after the effective date of this amendment to contract.
- 13. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on August 1, 1980. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
- 14. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
- 15. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
- 16. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

17. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF ESCONDIDO

BY _____
KAREN DE FRANK, CHIEF
CUSTOMER ACCOUNT SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 19

Date: March 21, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Diane Halverson, City Clerk

SUBJECT: Annual Appointments to Boards and Commissions

RECOMMENDATION:

1. That the Council ratify the Mayor's appointments to serve on the following Boards and Commissions; terms to expire March 31, 2016 except as noted:

- | | |
|--|---|
| a. Building Advisory & Appeals Board | 4 appointments <i>Includes 2 short term (2014)</i> |
| b. Community & Older Adult Services | 3 appointments |
| c. Historic Preservation Commission | 3 appointments |
| d. Library Board of Trustees (3-year term) | 3 appointments <i>Includes 2 short term (2013 & 2014)</i> |
| e. Personnel Board of Review | 4 appointments. |
| f. Planning Commission | 5 appointments <i>Includes 1 short term (2014)</i> |
| g. Public Art Commission | 5 appointments <i>Includes 1 short term (2014)</i> |
| h. Transportation/Community Safety Comm. | 2 appointments |

BACKGROUND & SUMMARY:

The Council/Commission conducted interviews on March 7 and 14, 2012. All Board/Commission terms are for four (4) years with the exception of the Library Board of Trustees, who serve three (3) year terms, and the unscheduled vacancies noted as a short-term appointment.

In accordance with State law, the Mayor will nominate members for each Board or Commission and the Council will vote to ratify those nominations.

Respectfully submitted,



Diane Halverson, CMC
City Clerk

Attachments: List of Applicants

2012 APPLICANTS FOR CITY OF ESCONDIDO BOARD AND COMMISSIONS

Building Advisory & Appeals Board	Community & Older Adult Services Commission	Historic Preservation Commission	Library Board of Trustees	Personnel Board of Review	Planning Commission	Public Art Commission	Transportation & Community Safety Commission
4 Vacancies (2 Short Term)	3 Vacancies	3 Vacancies	3 Vacancies (2 Short Term)	4 Vacancies	5 Vacancies (1 Short Term)	5 Vacancies (1 Short Term)	2 Vacancies
Thomas Cherry*	Joseph Bologna	Carol Breitenfeld*	Joseph Bologna	Paul Brown	Darol Caster*	Selina Hudgins	Joseph Bologna
Mirek Gorny	Jan Brown	Juliana Cherry	Elmer Cameron*	Orvil Hale	Edwin Castro	Natalie Mates*	Omar Dayani*
Sean O'Neill	Teresa Collins	Carol Rea*	Mary Ann Drinan	Lynn Graykowski*	Mirek Gorny	Phyllis Savin*	Mary Ann Drinan
Frank Shadpour	Barbara Dudeck*		Kathy Eisler	Gregory Johns	Gregory Johns	Louise Thurber*	Elizabeth Hart
Michael West	Marna Farwell		Virginia Loh-Hagan		Irene Lewis	Marty Tiedeman	Saundra Lytle-Asfaw
	Mirek Gorny		Saundra Lytle-Asfaw		Rick Paul		Sherri Sarro
	Selena Hudgins		Bruce Neilson		Carol Rea		Kevin Shepherd, Jr.
	Blaise Jackson		Robert Shute		Robert Shute		
	Gregory Johns				James Spann		
					Merle Watson		
					Michael West		
					Guy Winton, III*		

*Denotes Members who are reapplying

(UPDATED: 3/13/12)



NO MATERIAL FOR THIS ITEM

FUTURE CITY COUNCIL AGENDA ITEMS
March 15, 2012

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

Green Sheet Due by Noon on Monday 3/12/12
Staff Reports/Resos due by Noon on Tuesday 3/20/12

MARCH 28, 2012
4:30 p.m.

CLOSED SESSION

City Manager and City Attorney Review

CONSENT CALENDAR

2011 Annual Housing Element Report
(J. Van Leeuwen)

Government Code Section 65400 requires each governing body (City Council or Board of Supervisors) to prepare an annual report on the status and progress in implementing the jurisdiction's housing element of the General Plan using forms and definitions adopted by the Department of Housing and Community Development.

Resolution Supporting the Utilities Director's Submission of a Bay Delta Restoration Program: Agricultural Water Conservation and Efficiency Grant.
(C. McKinney)

It is necessary to obtain Council approval upon submission of a Bay Delta Restoration Program: Agricultural Water Conservation and Efficiency Grant. The grant requests funds to reduce the City of Escondido's demand for imported water while creating a new supply for agricultural irrigation. The project will install water pipeline for the delivery of treated urban wastewater for agricultural use.

Award Construction Contract for the 2011-2012 Street Maintenance Project
(E. Domingue)

Construction is comprised of many different types and trades of general engineering work including but not limited to the following: removal of existing pavement and underlying base and soil to a depth of 2.5", 4", 6", 8" and refilling the excavation with hot mix asphalt; placement of hot mix asphalt overlays; removing existing improvements and doing PCC Concrete construction of sidewalk, curbs, gutters, 12-inch slab, PCC bus stops, and curb ramps; application of street striping, street legends, raiser pavement markers; installation of inductive traffic detector loops, video detection cameras; installation, maintenance, and removal of traffic control devices; compliance to all applicable storm water pollution prevention (NPDES) requirements and installation of Traffic Controls.

MARCH 28, 2012

Continued

CONSENT CALENDAR CONTINUED

455 N. Quince: Lease Agreement with Wickline Bedding

(E. Domingue)

The City acquired 455 N. Quince Street for its Ballpark/Industrial Park Project and assumed the lease of existing tenant Wickline Bedding. The assumed lease expired December 31, 2011 and the tenant has been on holdover status since that time. The parties desire to enter into a lease agreement for up to three years, with provisions for termination with six (6) months notice should the City require the property sooner for its project.

Consulting Agreement for Business License Tax Audit Services

(B. Redlitz)

The service would provide a mechanism to ensure that all businesses in the City who may be required to be licensed acquire the appropriate license and pay the required amount as mandated by the City's current Business License Tax Ordinance. The City Council considered the proposal at the March 7, 2012 meeting and directed staff to proceed with the contract.

Authorize the Purchase of a Type III Brush Fire Engine

(G. Rojas)

Authorize the purchase of one (1) 2012 Type III Brush Fire Engine from Kovatch (KME), who was the lowest bidder.

FY 2011 Assistance to Firefighters' Grant

(M. Lowry)

The fire department has been awarded funding to purchase portable and mobile radios, wireless communication devices, helmets, and to establish a Firefighter Wellness and Fitness Program (WEFIT). The Federal funding share for this grant will be \$264,282 and the City's matching fund share will be \$66,071 for a total award of \$330,353.

Energy Efficiency Measures

(J. Van Leeuwen)

The City will receive a report prepared by SANDAG with recommendations on facility improvements that will reduce energy demand and costs. The recycling fund has an available balance that is appropriately used for these types of expenditures on a one-time basis.

Appointments to the Redevelopment Oversight Board: Mayoral appointments of City representatives to the Oversight Board pursuant to the redevelopment dissolution legislation.

(J. Epp)

(Need Green Sheet)

MARCH 28, 2012
Continued

PUBLIC HEARINGS

Review And Re-Affirm Community Development Priorities Of FY 2010-2015 Consolidated Plan; Approve Allocation Process For FY 2012-13 CDBG Funds; Approve An Amendment To FY 2011-2012 Action Plan For CDBG To Allocate \$60,000 In Unallocated CDBG Funds To Purchase Computer Equipment For The East Valley Community Center Computer Lab

(J. Van Leeuwen)

This is the first of two required Public Hearings for the CDBG program for Council to review and re-affirm the six community development priorities of the Consolidated Plan, as well as direct staff on the process for allocating FY 2012-2013 CDBG funds.

Zoning Code Amendment (AZ 11-0001)

(B. Redlitz)

The recently adopted Council Action Plan allows staff to initiate amendments to the zoning code to address specific issues. Since there are no defined standards for the placement of cargo containers throughout the City and these containers are not usual and customary to certain residential areas, staff has developed limitations/restrictions on residential properties, and specific provisions for the placement of cargo containers on commercial and industrial properties. A permitting process also has been proposed in order to ensure the appropriate placement, use and screening of the containers is provided and maintained.

CURRENT BUSINESS

Draft General Plan, Downtown Specific Plan, Climate Action Plan, Draft Environmental Impact Report (CASE NO.: PHG 09-0020)

(B. Redlitz)

The purpose of this item is to receive and review direction on the proposed Draft General Plan, Downtown Specific Plan, and Climate Action Plan. City Council adoption of the General Plan and Certification of the EIR is anticipated prior to voter approval slated for the November 2012 election.

Energy Roadmap Program

(J. Van Leeuwen)

The city is participating in the Energy Roadmap Program sponsored and managed by SANDAG. A comprehensive report has been prepared and is ready to be presented to the City Council and to the community.

Affirm Priorities for Fiscal Year 2012-2013 HOME Funds and other Affordable Housing Funds for Affordable Housing Activities

(J. Van Leeuwen)

The Council is being asked to review and re-affirm the priorities for use of the FY 2012-2013 HOME budget, allocating federal HOME funds and other potential affordable housing funds, for projects and/or programs.

MARCH 28, 2012
Continued**CURRENT BUSINESS CONTINUED****Daley Ranch Access Road Rehabilitation Project**
(E. Domingue)

Road improvements will provide improved access for fire suppression, maintenance and the proposed activities at the Ranch House.

WORKSHOP**Budget Briefing for Fiscal Year 2012/13**
(G. Rojas)

The City Council adopted a two-year budget for the General Fund. The budget consisted of a detailed 2011/12 budget and a summary 2012/13 budget. The Finance Department will update the General Fund 2012/13 information and take direction from the Council on preparing a new two-year budget to be considered in June 2012.

Future Agenda Items (D. Halverson)

Green Sheet Due by Noon on Monday 3/19/12
Staff Reports/Resos due by Noon on Tuesday 3/27/12

APRIL 4, 2012
No Meeting (Spring Break)