



NOVEMBER 28, 2018
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	John Masson
COUNCIL MEMBERS	Olga Diaz Ed Gallo Michael Morasco
CITY MANAGER	Jeffrey Epp
INTERIM CITY CLERK	Eva Heter
CITY ATTORNEY	Michael McGuinness
DIRECTOR OF COMMUNITY DEVELOPMENT	Bill Martin
DIRECTOR OF ENGINEERING SERVICES	Julie Procopio

ELECTRONIC MEDIA:

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

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

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

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



Council Meeting Agenda

November 28, 2018

3:30 P.M. Meeting

Escondido City Council

CALL TO ORDER

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

ORAL COMMUNICATIONS

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

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

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

- a. **Property:** Municipal Parking Lot #1, APN 229-421-26
- City Negotiator:** Jeffrey Epp, City Manager
- Negotiating Parties:** Touchstone Communities
- Under Negotiation:** Price and Terms of Agreement

ADJOURNMENT

A black and white photograph of the Escondido City Council Building, a large, ornate structure with a central dome and multiple arched windows. The building is surrounded by trees and a paved area with some parked cars. An American flag flies on a tall pole in front of the building.

Council Meeting Agenda

**November 28, 2018
4:30 P.M. Meeting**

Escondido City Council

CALL TO ORDER

MOMENT OF REFLECTION:

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

FLAG SALUTE

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

PROCLAMATIONS: Drugged Driving Prevention Month

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
3. **APPROVAL OF MINUTES: Regular Meeting of November 7, 2018**

4. **COMMUNITY ORIENTED POLICING SERVICES (COPS) SCHOOL VIOLENCE PREVENTION PROGRAM (SVPP) GRANT AND BUDGET ADJUSTMENT-**

Request the City Council approve accepting a Community Oriented Policing Services (COPS) School Violence Prevention Program (SVPP) Grant in the amount of \$100,125; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

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

5. **FISCAL YEAR 2017 U.S. DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT - LOCAL SOLICITATION AND BUDGET ADJUSTMENT -**

Request the City Council approve accepting a \$41,840 Fiscal Year 2017 Edward Byrne Memorial Justice Assistance Grant (JAG); authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

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

6. **BID AWARD FOR THE 2018 STREET REHABILITATION AND MAINTENANCE PROJECT AND BUDGET ADJUSTMENT -**

Request the City Council approve awarding the bid to Ramona Paving and Construction Corp., determined to be the lowest responsive and responsible bidder; authorize the Mayor and Interim City Clerk to execute a Public Improvement Agreement in the amount of \$5,047,877.40 for the 2018 Street Rehabilitation and Maintenance Project; and approve a budget adjustment for this Project in the amount of \$45,309.

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

RESOLUTION NO. 2018-171

7. **PROPOSED MILLS ACT CONTRACTS AND CEQA EXEMPTIONS FOR PROPERTIES 547 EAST 6TH AVENUE, 1102 SOUTH JUNIPER STREET, AND 329 EAST 7TH AVENUE (HP 18-0001, HP 18-0002, AND HP 18-0003) -**

Request the City Council approve authorizing Mills Act Contracts for properties: 547 East 6th Avenue (HP18-0001), 1102 South Juniper Street (HP 18-0002), and 329 East 7th Avenue (HP 18-0003) and approve the associated CEQA Exemptions for each property.

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

A) RESOLUTION NO. 2018-177 B) RESOLUTION NO. 2018-178

C) RESOLUTION NO. 2018-179

8. ADOPTION OF AMENDMENTS TO THE CONFLICT OF INTEREST CODE FOR THE CITY OF ESCONDIDO -

Request the City Council approve amending the Conflict of Interest Code for the City of Escondido pursuant to the Political Reform Act to update the list of designated public employees and public officials who are required to file a statement of economic interest and the disclosure categories.

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

RESOLUTION NO. 2018-176

9. ACTIVE TRANSPORTATION PROGRAM (ATP) GRANT AGREEMENTS -

Request the City Council approve authorizing the Director of Engineering Services/City Engineer or her designee to execute grant agreements and complete all forms for the Active Transportation Grant Program for the Juniper Elementary Safe Routes to School and Escondido Creek Trail Crossing Projects.

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

RESOLUTION NO. 2018-182

10. REPEAL ESCONDIDO MUNICIPAL CODE CHAPTER 18, ARTICLE 2, COMMUNITY SERVICES COMMISSION -

Request the City Council approve repealing Escondido Municipal Code Chapter 18, Article 2, Community Services Commission.

Staff Recommendation: **Approval (Communications & Community Services Department: Joanna Axelrod)**

ORDINANCE NO. 2018-24 (First Reading and Introduction)

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

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

11. ANNUAL CODE CLEAN-UP AND AMENDMENTS TO THE MUNICIPAL AND ZONING CODE (AZ 18-0007) -

Approved on November 7, 2018 with a vote of 5/0

ORDINANCE NO. 2018-20 (Second Reading and Adoption)

PUBLIC HEARINGS

12. TENTATIVE SUBDIVISION MAP MODIFICATION, EXTENSION OF TIME, AND DEVELOPMENT AGREEMENT LOCATED AT 323 LION VALLEY ROAD (TR 878, SUB 16-0012, AND PHG 18-0028) -

Request the City Council approve a modification and extension of time to a previously approve Tentative Subdivision Map at 323 Lion Valley Road and approve a Development Agreement to extend the term of the Tentative Subdivision Map to July 11, 2020.

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

A) RESOLUTION NO. 2018-170 B) ORDINANCE NO. 2018-21 (First Reading and Introduction)

13. AMENDMENTS TO CHAPTERS 17 AND 23 OF THE ESCONDIDO MUNICIPAL CODE AND ARTICLE 66 (SIGN ORDINANCE) OF THE ESCONDIDO ZONING CODE RELATING TO SIGNS IN THE PUBLIC RIGHT-OF-WAY (AZ 18-0008) -

Request the City Council approve amending Chapters 17 and 23 of the Escondido Municipal Code and Article 66 of the Escondido Zoning Code to provide limited opportunities for the placement of monument signs in the public right-of-way.

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

ORDINANCE NO. 2018-22 (First Reading and Introduction)

CURRENT BUSINESS

14. CLIMATE ACTION PLAN UPDATE - INFORMATIONAL REPORT AND STATUS UPDATE (PHG 18-0009) -

Request the City Council receive and file the Climate Action Plan Update Informational Report and Status Update. No action is required at this time except to provide direction to staff as appropriate.

Staff Recommendation: **Receive and File (Community Development Department: Bill Martin)**

15. UNCLASSIFIED SERVICE SCHEDULE AND SALARY PLANS -

Request the City Council approve amending and re-establishing the salary schedule for the Unclassified and Management groups.

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

RESOLUTION NO. 2018-169

16. ADOPTION OF ORDINANCE AMENDING THE CALPERS CONTRACT -

Request the City Council approve authorizing an amendment to the contract between the City of Escondido and the Board of Administration of the California Public Employees' Retirement System (CalPERS) to include the Escondido Police Officers' Association/Safety Unit (POA) and Firefighters' Association (FFA) Bargaining Unit CalPERS Classic members contributing an additional one percent towards the employer's CalPERS costs, Government Code Section 20516.

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

ORDINANCE 2018-19 (Second Reading and Adoption)

17. PROPOSED RATE INCREASE FROM ESCONDIDO DISPOSAL (EDI) FOR ANNUAL CONSUMER PRICE INDEX (CPI) INCREASE TO SOLID WASTE AND RECYCLING RATES AND FEES FOR RESIDENTIAL AND COMMERCIAL COLLECTIONS AND AN UPDATE ON A FUTURE ORGANIC WASTE PROCESSING PROGRAM -

Request the City Council approve revising the rates for Residential and Commercial Solid Waste and Recycling Services. Effective January 1, 2019, a 2.62 percent increase will apply to residential collection services and 1.46 percent increase for commercial collection services. Staff will also give a brief update on the proposed organic waste processing program and associated legislation.

Staff Recommendation: **Approval (Public Works Department: Joseph Goulart)**

RESOLUTION NO. 2018-173

FUTURE AGENDA

18. FUTURE AGENDA -

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

Staff Recommendation: **None (City Clerk's Office: Eva Heter)**

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

CITY MANAGER'S WEEKLY ACTIVITY REPORT

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

- [WEEKLY ACTIVITY REPORT -](#)

ORAL COMMUNICATIONS

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

ADJOURNMENT

UPCOMING MEETING SCHEDULE

Date	Day	Time	Meeting Type	Location
December 5	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
December 12	Wednesday	6:00 p.m.	Installation Ceremony	Council Chambers
December 19	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
December 26	-	-	No Meeting	-

TO ADDRESS THE COUNCIL

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

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

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

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

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

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

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

LIVE BROADCAST

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

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

**The City Council is scheduled to meet the first four Wednesdays
of the month at 3:30 in Closed Session and 4:30 in Open Session.
(Verify schedule with City Clerk's Office)**

**Members of the Council also sit as the Successor Agency to the CDC, Escondido Joint Powers
Financing Authority and the Mobilehome Rent Review Board.**

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



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

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



Consent Item No. 1

November 28, 2018

A F F I D A V I T S

O F

I T E M

P O S T I N G



Consent Item No. 2

November 28, 2018

APPROVAL

OF

WARRANT REGISTER

CITY OF ESCONDIDO
November 7, 2018
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, November 7, 2018 in the City Council Chambers at City Hall with Mayor Abed presiding.

ATTENDANCE:

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

ORAL COMMUNICATIONS

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

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

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

- a. **Property:** 480 North Spruce Street, APN 232-091-28-00
 City Negotiator: Jeffrey Epp, City Manager
 Negotiating Parties: Pretium LLC (Custom Blow Molding)
 Under Negotiation: Price and Terms of Existing Lease

- b. **Property:** Municipal Parking Lot #1, APN 229-421-26
 City Negotiator: Jeffrey Epp, City Manager
 Negotiating Parties: Touchstone Communities
 Under Negotiation: Price and Terms of Agreement

ADJOURNMENT

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

MAYOR

INTERIM CITY CLERK

CITY OF ESCONDIDO
November 7, 2018
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, November 7, 2018 in the City Council Chambers at City Hall with Mayor Abed presiding.

MOMENT OF REFLECTION

Mark Richardson led the Moment of Reflection.

FLAG SALUTE

Scout Diego Stone and Scout Jason Buckley (Troop 663) led the flag salute.

ATTENDANCE:

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

Also present were: Jeffrey Epp, City Manager; Michael R. McGuinness, City Attorney; Bill Martin, Director of Community Development; Julie Procopio, Director of Engineering Services; and Eva Heter, Interim City Clerk.

ORAL COMMUNICATIONS

CONSENT CALENDAR

MOTION: Moved by Deputy Mayor Masson and seconded by Councilmember Diaz to approve all Consent Calendar items. Motion carried unanimously.

- 1. AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
- 2. APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
- 3. APPROVAL OF MINUTES: Regular Meeting of October 24, 2018**
- 4. FISCAL YEAR 2018-19 BUREAU OF JUSTICE ASSISTANCE BULLETPROOF VEST PARTNERSHIP AND BUDGET ADJUSTMENT -**
Request the City Council approve authorizing the Escondido Police Department to accept a Fiscal Year 2018-19 Bureau of Justice Assistance Bulletproof Vest Partnership Program grant in the amount of \$3,041.88; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments to spend grant funds. (File No. 0480-70)

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

5. FISCAL YEAR 2018-19 STATE OF CALIFORNIA CITIZENS' OPTIONS FOR PUBLIC SAFETY (COPS) PROGRAM GRANT AND BUDGET ADJUSTMENT -

Request the City Council approve authorizing the Escondido Police Department to accept a Fiscal Year 2018-19 Citizens' Options for Public Safety (COPS) Program Grant in the amount of \$230,220; approve grant expenditures consistent with guidelines in AB 1913; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. (File No. 0480-70)

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

6. INNOVATIONS IN COMMUNITY-BASED CRIME REDUCTION PROGRAM GRANT AND BUDGET ADJUSTMENT -

Request the City Council approve accepting an Innovations in Community-Based Crime Reduction Program Grant in the amount of \$931,395 from the United States Office of Justice Programs; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. (File No. 0480-70)

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

7. ENCROACHMENT AGREEMENT WITH PACIFIC BELL TELEPHONE COMPANY (DBA AT&T CALIFORNIA) -

Request the City Council approve authorizing the Director of Engineering Services/City Engineer to execute an Encroachment Agreement with Pacific Bell Telephone Company (dba AT&T California) for the encroachment upon a portion of right-of-way in order to relocate an underground fuel tank. (File No. 0600-10 [A-3274])

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

RESOLUTION NO. 2018-172

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

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

PUBLIC HEARINGS

8. ANNUAL CODE CLEAN-UP AND AMENDMENTS TO THE MUNICIPAL AND ZONING CODES (AZ 16-0008) -

Request the City Council approve amending Chapter 32 (Subdivisions) of the Municipal Code and Articles 1, 3, 6, 16, 25, 26, 34, 39, 40, 43, 45, 46, 47, 48, 56, 57, 58, 61, 65, 68, 69, 70, 73, and 75 of the Escondido Zoning Code to address changes in state laws, correct errors, and improve existing regulations. (File No. 0810-20)

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

ORDINANCE NO. 2018-20 (First Reading and Introduction)

Mike Strong, Assistant Director of Planning, presented the staff report utilizing a PowerPoint presentation.

Mayor Abed opened the public hearing and asked if anyone 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 Gallo and seconded by Councilmember Morasco to approve amending Chapter 32 (Subdivisions) of the Municipal Code and Articles 1, 3, 6, 16, 25, 26, 34, 39, 40, 43, 45, 46, 47, 48, 56, 57, 58, 61, 65, 68, 69, 70, 73, and 75 of the Escondido Zoning Code to address changes in state laws, correct errors, and improve existing regulations and introduce Ordinance No. 2018-20. Motion carried unanimously.

CURRENT BUSINESS

9. BID AWARD FOR THE HIGHWAY SAFETY IMPROVEMENT SIGNALS (HSIP) PROJECT -

Request the City Council approve awarding the bid to DBX, Inc., which was determined to be the lowest responsive and responsible bidder; and authorize the Mayor and City Clerk to execute a Public Improvement Agreement in the amount of \$687,276, for the HSIP Signals Project. (File No. 0600-10 [A-3272])

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

RESOLUTION NO. 2018-166

Ali Shahzad, Traffic Engineer, Matthew Souttere, CIP Associate Engineer, and Miriam Jim, Traffic Engineer presented the staff report utilizing a PowerPoint presentation.

MOTION: Moved by Councilmember Morasco and seconded by Deputy Mayor Masson to approve awarding the bid to DBX, Inc., which was determined to be the lowest responsive and responsible bidder; and authorize the Mayor and City Clerk to execute a Public Improvement Agreement in the amount of \$687,276, for the HSIP Signals Project and adopt Resolution No. 2018-166. Motion carried unanimously.

10. 2017-2018 CITY COUNCIL ACTION PLAN UPDATE -

Request the City Council review the 2017-2018 City Council Action Plan Update and provide input regarding the status of specified strategies discussed. (File No. 0610-95)

Staff Recommendation: **Provide Direction (City Manager's Office: William Wolfe)**

William Wolfe, Deputy City Manager, presented the staff report utilizing a PowerPoint presentation.

CITY COUNCIL PROVIDED DIRECTION TO STAFF.

11. ADOPTION OF RESOLUTION OF INTENTION TO AMEND THE CALPERS CONTRACT AND INTRODUCTION OF THE FIRST READING OF ORDINANCE AMENDING THE CALPERS CONTRACT -

Request the City Council approve the intention to amend the contract between the City of Escondido and the Board of Administration of the California Public Employees' Retirement System (CalPERS) to include the Escondido Police Officers' Association/Safety Unit (POA) and Firefighters' Association (FFA) Bargaining Unit CalPERS Classic members contributing an additional one percent towards the employer's CalPERS costs, Government Code Section 20516; and approve amending the contract between the City and CalPERS to include employees sharing an additional cost of one percent for POA and FFA CalPERS Classic members, Government Code Section 20516. (File No. 0720-40)

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

A) RESOLUTION NO. 2018-155 B) ORDINANCE NO. 2018-19 (First Reading and Introduction)

Sheryl Bennett, Deputy City Manager/Administrative Services, presented the staff report utilizing a PowerPoint presentation.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Diaz to approve the intention to amend the contract between the City of Escondido and the Board of Administration of the California Public Employees' Retirement System (CalPERS) to include the Escondido Police Officers' Association/Safety Unit (POA) and Firefighters' Association (FFA) Bargaining Unit CalPERS Classic members contributing an additional one percent towards the employer's CalPERS costs, Government Code Section 20516; and approve amending the contract between the City and CalPERS to include employees sharing an additional cost of one percent for POA and FFA CalPERS Classic members, Government Code Section 20516 and adopt Resolution No. 2018-155 and introduce Ordinance No. 2018-19. Motion carried unanimously.

FUTURE AGENDA

12. FUTURE AGENDA -

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

Staff Recommendation: **None (City Clerk's Office: Eva Heter)**

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

Councilmember Gallo attended the SANDAG Borders Committee meeting, reported regarding development and growth at the Otay Mesa East Port of Entry.

CITY MANAGER'S WEEKLY ACTIVITY REPORT

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

- **WEEKLY ACTIVITY REPORT**

ORAL COMMUNICATIONS

ADJOURNMENT

Mayor Abed adjourned the meeting at 5:29 p.m.

MAYOR

INTERIM CITY CLERK

CITY COUNCIL STAFF REPORT

Consent Item No. 4

November 28, 2018

File No. 0480-70

SUBJECT: Community Oriented Policing Services (COPS) School Violence Prevention Program (SVPP) Grant and Budget Adjustment

DEPARTMENT: Police Department

RECOMMENDATION:

It is requested that the City Council accept a Community Oriented Policing Services (COPS) School Violence Prevention Program (SVPP) Grant in the amount of \$100,125; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approved budget adjustments needed to spend grant funds.

BACKGROUND:

The School Violence Prevention Program (SVPP) Grant funds will be used to purchase a school visitor management system to provide technological improvement to campus safety in all primary, secondary, public, private and charter schools in Escondido's jurisdiction. The system logs campus visitors, screens for restricted individuals, monitors custody orders, alerts administrators of unwanted visitors, and sends alerts to law enforcement during times of imminent threat.

The grant will also fund overtime and travel expenses for law enforcement officers to attend training focused on school violence prevention, intervention, and suppression.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Craig Carter, Chief of Police
11/15/2018 11:21 a.m.

ATTACHMENTS:

1. Budget Adjustment



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: November 15, 2018
Department: Police
Division: Administration
Project/Budget Manager: Lisa Rodelo 4905
Name Extension
Council Date (if applicable): November 28, 2018
(attach copy of staff report)

For Finance Use Only

Log # _____
Fiscal Year _____
____ Budget Balances
____ General Fund Accts
____ Revenue
____ Interfund Transfers
____ Fund Balance

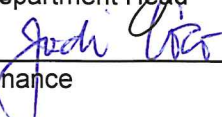
Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Revenue	4128-451-New Project Number	100,125	
Police Grants	451-New Project Number	100.125	

Explanation of Request:

A budget adjustment is needed to spend FY 2018-19 Community Oriented Policing Services (COPS) grant funds. The budget adjustment will fund overtime and travel expenses for law enforcement officers.

APPROVALS



Department Head


Finance

11.15.18

Date

11/15/18

Date

City Manager

Date

City Clerk

Date

Distribution (after approval):

Original: Finance

CITY COUNCIL STAFF REPORT

Consent Item No. 5

November 28, 2018

File No. 0480-70

SUBJECT: Fiscal Year 2017 U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant – Local Solicitation and Budget Adjustment

DEPARTMENT: Police Department

RECOMMENDATION:

It is requested that the City Council accept a \$41,840 Fiscal Year 2017 Edward Byrne Memorial Justice Assistance Grant (JAG); authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

FISCAL ANALYSIS:

This action will have no impact on the General Fund Budget. Grant funds will be used for part-time salaries.

PREVIOUS ACTION:

On September 14, 2016, the City Council approved a FY 2015-16 Edward Byrne Memorial Justice Assistance Grant in the amount of \$46,313.

BACKGROUND:

The Escondido Police Department received a FY 2016-17 Edward Byrne Memorial Justice Assistance Grant from the U.S. Department of Justice in the amount of \$41,840. JAG funds allow local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. Grant funds may not supplant items currently budgeted.

The Escondido Police Department proposes to use this year's JAG allocation to fund two Police Patrol Technicians. These part-time members of the Police Department assist community members, support police officers, take police reports, process paperwork, and impound property. Patrol Technicians provide vital services to the community and allow front-line law enforcement officers to handle high-priority calls.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Craig Carter, Chief of Police
11/15/2018 11:21 a.m.

ATTACHMENTS:

1. Budget Adjustment



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: 11/15/18
Department: Police
Division: Administration
Project/Budget Manager: Lisa Rodelo 4905
Name Extension
Council Date (if applicable): 11-28-18
(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
Revenue	4128-451-New Project Number	41,840	
Police Grants	451-New Project Number	41,840	

Explanation of Request:

A budget adjustment is needed to spend FY 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) funds for part time personnel.

APPROVALS



Department Head

11-15-18

Date

City Manager

Date

Finance

11/15/18

Date

City Clerk

Date

Distribution (after approval):

Original: Finance

CITY COUNCIL STAFF REPORT

Consent Item No. 6

November 28, 2018

File No. 0600-10, A-3276

SUBJECT: Bid Award for the 2018 Street Rehabilitation and Maintenance Project and Budget Adjustment

DEPARTMENT: Engineering Services Department, Design/Capital Improvement Section

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-171 awarding the bid to Ramona Paving and Construction Corp., determined to be the lowest responsive and responsible bidder; authorizing the Mayor and Interim City Clerk to execute a Public Improvement Agreement in the amount of \$5,047,877.40 for the 2018 Street Rehabilitation and Maintenance Project ("Project"); and approving a budget adjustment for this Project in the amount of \$45,309.

FISCAL ANALYSIS:

A budget adjustment is requested to accept funds from the Emanuel Faith Church in the amount of \$45,309 to pay for and complete street surface treatments on Felicita Avenue that were a condition of approval of their project. After evaluation, it was determined that the City can complete this work through this annual contract at a substantially reduced cost and with minimized inconvenience to the public.

The Project will be funded with \$4.818-Million programmed in the FY 17-18 CIP budget for the City's Annual Pavement Management Program, which includes Gas Tax, TransNet and Road Maintenance and Rehabilitation Account (RMRA) funds. The City was also awarded grant funds in the amount of \$364,000 from Cal Recycle for use of recycled California tire products on the project. The total available budget is \$5.227-Million.

BACKGROUND:

This Project will complete both rehabilitation and maintenance work as part of the City's annual street maintenance program. The Project will resurface approximately 99-lane miles of City streets, replace 0.20-miles of sidewalks, add or re-stripe 18-miles of bike lanes, install 36 pedestrian ramps, and replace over 50 street-trees that are damaging sidewalk and pavement.

This year's Pavement Maintenance Program focuses on residential streets located in Maintenance Zone SO, which is the area south of Felicita Avenue. Substantial work will also be completed on several major streets, including Bear Valley Parkway, Centre City Parkway, Citracado Parkway, Escondido Boulevard, Felicita Avenue, and Rose Street.

Bid Award for 2018 Street Maintenance and Rehabilitation Project
November 28, 2018
Page 2

On November 1, 2018, seven sealed bids were received in response to the advertised request for bids on this Project. The bid results are listed below:

Ramona Paving & Construction Corp.	\$5,596,651.75
Eagle Paving Company Inc.	\$5,598,798.24
George Weir Asphalt Paving	\$5,876,065.75
Hazard Construction Co.	\$6,464,351.13
T.C. Construction Company, Inc.	\$6,505,141.85
All American Asphalt	\$6,552,488.84
Hardy and Harper, Inc.	\$8,333,084.41

The bid schedule for the Project included Base Bid work along with Additive Alternate Bid Items. Ramona Paving & Construction Corp. was determined to be the apparent low bidder based on the total of the Base Bid and Additive Alternate Bid Items listed above.

A bid protest was submitted by another bidder claiming that the apparent low bidder did not have the required experience, failed to list a specific subcontractor and submitted an unbalanced bid. After evaluation, this bid protest was rejected. Staff determined that the apparent low bidder met the experience requirements, did not plan to use the specific subcontractor, and that differences in individual bid items amongst bidders were as expected. Staff recommends that the bid submitted by Ramona Paving and Construction Corp. be considered the lowest responsive and responsible bid.

After evaluation of the bids submitted, staff recommends that one alternate bid item be included in the contract for a total contract amount of \$5,047,877.40. The following bid alternate is recommended to be added to the contract:

- Fiber Reinforcing: Continue testing of a fiber additive. Initial testing of this product completed with the last annual program shows increased asphalt concrete strength. Additional testing locations are proposed with this alternate bid item on Citracado Parkway between Alexander Drive and Centre City Parkway, Hamilton Lane between Felicita Road and Bernardo Avenue, and Miller Avenue between Citracado Parkway and Montview Drive. (\$15,856.25)

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services
11/19/2018 5:26 p.m.

ATTACHMENTS:

1. Budget Adjustment
2. Resolution No. 2018-171
3. Resolution No. 2018-171 - Exhibit 1 - Public Improvement Agreement



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: 11/28/2018
Department: Engineering Services
Division: _____
Project/Budget Manager: Julie Procopio x4001
Name Extension
Council Date (if applicable): 11/28/2018
(attach copy of staff report)

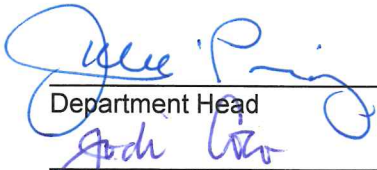
For Finance Use Only	
Log #	_____
Fiscal Year	_____
_____	Budget Balances
_____	General Fund Accts
_____	Revenue
_____	Interfund Transfers
_____	Fund Balance

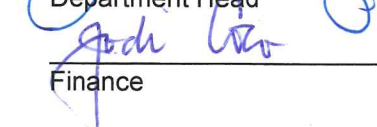
Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Street Maintenance	206-600019	\$45,309	
Reimbursement from Outside Agency	206-4370	45,309	

Explanation of Request:

Reimbursement from Emmanuel Faith for street maintenance to be used towards this years pavement maintenance project.

APPROVALS



Department Head


Finance

4/15/18

Date
11/15/18

Date

City Manager

Date

City Clerk

Date

Distribution (after approval):

Original: Finance

RESOLUTION NO. 2018-171

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AWARDING A BID TO RAMONA PAVING AND
CONSTRUCTION CORP., AND AUTHORIZING
THE MAYOR AND CITY CLERK TO EXECUTE,
ON BEHALF OF THE CITY, A PUBLIC
IMPROVEMENT AGREEMENT FOR THE 2018
STREET REHABILITATION AND MAINTENANCE
PROJECT

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program Budget for the 2018 Street Rehabilitation and Maintenance Project ("Project"); and

WHEREAS, a notice inviting bids for said improvements was duly published; and

WHEREAS, pursuant to said notice, seven (7) sealed bids for the Project were opened and evaluated on November 1, 2018; and

WHEREAS, Ramona Paving and Construction Corp. was determined to be the lowest responsive and responsible bidder; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to award this contract to Ramona Paving and Construction Corp. in the amount of \$5,047,877.40.

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

1. That the above recitations are true.
2. That the Mayor and the City Clerk are authorized to execute, on behalf of

the City, a Public Improvement Agreement with Ramona Paving and Construction Corp. in a substantially similar form to that which is attached and incorporated to this Resolution as Exhibit "1", and subject to final approval as to form by the City Attorney.

PUBLIC IMPROVEMENT AGREEMENT

This "Agreement", dated the _____ day of _____, 20____, in the County of SAN DIEGO, State of California, is by and between **THE CITY OF ESCONDIDO** (hereinafter referred to as "CITY"), and **Ramona Paving and Construction Corp.** (hereinafter referred to as "CONTRACTOR").

The CITY and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. The complete contract includes all of the Project Documents described in the General Conditions, which are incorporated by reference. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. CONTRACTOR shall perform, within the time set forth in Paragraph 4 of this Agreement, everything required and reasonably inferred to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the complete contract and required for construction of

2018 STREET REHABILITATION AND MAINTENANCE PROJECT

All of said work to be performed and materials to be furnished shall be completed in a good workmanlike manner, free from defects, in strict accordance with the plans, drawings, specifications and all provisions of the complete contract as hereinabove defined. The CONTRACTOR shall be liable to the CITY for any damages and resulting costs, including consultants' costs, arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project documents. Such protest shall not be effective unless reduced to writing and filed with the CITY within **three (3) working days** of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project documents.

3. CITY shall pay to the CONTRACTOR, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Project documents, the sum of Five million forty-seven thousand eight hundred seventy-seven and 40/100 dollars **(\$5,047,877.40)**.
4. The work shall be commenced on or before the twenty-first (21st) day after receiving the CITY'S Notice to Proceed and shall be completed within **Seventy (75) working days** from the date specified in the Notice to Proceed.
5. Time is of the essence. If the work is not completed in accordance with Paragraph 4 above, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage(s), in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to CITY as fixed and liquidated damages, and not as a penalty, the sum(s) indicated in the LIQUIDATED DAMAGES SCHEDULE below for each calendar day of delay until work is completed and accepted. This amount shall be deducted from any payments due

- (b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs on or off City property.
- (c) Any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. 2001-01), and updates or renewals, of the California Regional Water Quality Control Board Region 9, San Diego, which the CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction, reconstruction, maintenance, and/or repair of the work under this Agreement.

The CONTRACTOR, at CONTRACTOR's own expense, cost, and risk shall defend any and all actions, suit, or other proceedings that may be brought or instituted against the CITY, its governing board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the CITY, its governing board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

- 8. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this contract, and shall require all subcontractors, if any, of every tier, to take out and maintain:
 - (a) General Liability and Property Damage Insurance as defined in the General Conditions in the amount with a combined single limit of not less than **\$3,000,000 per occurrence**.
 - (b) Course of Construction / Builder's Risk Insurance. See Article 5.2 of General Conditions.
 - (c) Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to the above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:
 - (1) Automotive and truck where operated in amounts as above
 - (2) Material hoist where used in amounts as above
 - (d) Workers' Compensation Insurance.
 - (e) Each insurance policy required above must be acceptable to the City Attorney, as follows:
 - (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 and the Errors and Omissions policies.
 - (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.

- (3) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
- (f) In executing this Agreement, CONTRACTOR agrees to have completed insurance documents on file with the CITY within 14 days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
- 9. This Agreement is subject to California Public Contract Code Section 22300, which permits the substitution of securities for any monies withheld by the City under this Agreement, and permits the CONTRACTOR to have all payments of earned retentions by the City paid to an escrow agent at the expense of the CONTRACTOR.
- 10. Each and every provision of law and clause required by law to be inserted in this Agreement or its attachments shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction, without further changes to the remainder of the Agreement.
- 11. The complete contract as set forth in Paragraph 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Escondido City Council.
- 12. CONTRACTOR shall comply with those provisions of the Labor Code requiring payment of prevailing wages, keeping of certified payroll records, overtime pay, employment of apprentices, and workers' compensation coverage, as further set forth in the General Conditions, and shall file the required workers' compensation certificate before commencing work. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post any job site notices required by regulation.
- 13. The terms "Project Documents" and/or "Contract Documents" where used, shall refer to those documents included in the definition set forth in the General Conditions made a part hereof.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of CITY by its officers thereunto authorized and by CONTRACTOR, the date and year first above written.

CITY OF ESCONDIDO
a municipal corporation
201 North Broadway
Escondido, CA 92025

By: _____
Eva Heter, Interim City Clerk

By: _____
Sam Abed, Mayor

APPROVED AS TO FORM:

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

By: _____

CONTRACTOR

By: _____
Signature

By: _____
Signature*

Print Name

Print Name

Title

Title

(Second signature required only for corporation)

By: _____
Signature**

Print Name

Title

(CORPORATE SEAL OF CONTRACTOR, if
corporation)

Contractor's License No.

Tax ID/Social Security No.

*If CONTRACTOR is a corporation, the first signature must be by one of the following officers of the corporation: Chairman of the Board, President, or any Vice President.

**If CONTRACTOR is a corporation, the second signature must be by a different person from the first signature and must be by one of the following officers of the corporation: Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.

SECTION A-00610 - FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT,

That **Ramona Paving and Construction Corp.** ("Contractor")
and _____ ("Surety") are held and firmly bound unto the CITY
OF ESCONDIDO ("Owner") in the sum of _____ Dollars, for the
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has been awarded and is about to enter into a contract with Owner to
perform all work required under the Bid Schedule(s) of the Owner's specifications entitled,

2018 STREET REHABILITATION AND MAINTENANCE PROJECT

WHEREAS, the provisions of the Contract are incorporated by reference into this Faithful
Performance Bond and shall be part of Surety's obligation hereunder.

NOW THEREFORE, if Contractor shall perform all the requirements of said contract required to
be performed on his part, at the times and in the manner specified herein, then this obligation
shall be null and void, otherwise, it shall remain in full force and effect.

PROVIDED, that

- (1) Any alterations in the work to be done or the materials to be furnished, which may be
made pursuant to the terms of the Contract, shall not in any way release Contractor or
Surety thereunder;
- (2) Any extensions of time granted under the provisions of Contract shall not release either
Contractor or Surety from their respective obligations to Owner;
- (3) Notice of any such alterations or extensions of the Contract is hereby waived by Surety;
- (4) Any payments (including progress payments) made on behalf of Owner to Contractor
after the scheduled completion of the work to be performed pursuant to the Contract shall
not release either Contractor or Surety from any obligations under the Contract or this
Faithful Performance Bond, or both, including any obligation to pay liquidated damages
to Owner; and
- (5) To the extent Owner exercises its rights pursuant to this Bond, Owner shall be entitled to
demand performance by the surety and be further entitled to recover, in addition to all
other remedies afforded by law, its reasonably incurred costs to complete the work,
attorneys' fees and consultant costs, as well as actual costs incurred by OWNER for the

increased dedication/commitment of time of OWNER employees to the Project. These costs shall be in addition to the penal sum of the bond.

SIGNED AND SEALED, this _____ day of _____, 20____.

Contractor

Surety

Address

Phone No.

(SEAL)

BY _____
Signature

Signature

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

APPROVED AS TO FORM:

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

By: _____

SECTION A-00620 - LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENT,

That **Ramona Paving and Construction Corp.** _____ as Contractor, and _____ as Surety, are held and firmly bound unto the CITY OF ESCONDIDO, hereinafter called Owner, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said Owner to perform all work required under the Bid Schedule(s) of the Owner's specifications entitled,

2018 STREET REHABILITATION AND MAINTENANCE PROJECT

NOW THEREFORE, if said Contractor, or subcontractor, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, or for amounts due under the Unemployment Insurance Code, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such labor, said Surety will pay for the same in an amount not exceeding the sum specified above, and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies or corporations entitled to file claims under applicable State law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of the time granted under the provisions of said contract release either said Contractor or said surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 20____.

Contractor

Surety

Address

Phone No.

(SEAL)

BY _____
Signature

Signature

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

APPROVED AS TO FORM:

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

By: _____

SECTION A-00630 - CITY OF ESCONDIDO BUSINESS LICENSE

In accordance with Municipal Code Section 16, the successful bidder is required to obtain a City of Escondido Business License prior to execution of contract.

The following information must be submitted to the City Clerk prior to execution of contract:

City of Escondido Business License No. _____

Expiration Date _____

Name of Licensee _____

SECTION A-00660 - WORKERS' COMPENSATION INSURANCE CERTIFICATE

If self-insured for Workers' Compensation, the Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, Sections 1860 and 1861, and I will comply with such provisions before commencing the performance of the work of the contract.

Dated: _____

Contractor

By: _____
Signature

CITY COUNCIL STAFF REPORT

Consent Item No. 7

November 28, 2018

File No. 0880-10

SUBJECT: Proposed Mills Act Contracts and CEQA Exemptions for Properties 547 East 6th Avenue, 1102 South Juniper Street, and 329 East 7th Avenue (HP 18-0001, HP 18-0002, and HP 18-0003)

DEPARTMENT: Community Development Department, Planning Division

RECOMMENDATIONS:

It is requested that the City Council:

1. Authorize entering into Mills Act Contracts for the three properties listed below by adopting their associated Resolution Nos. 2018-177, 2018-178, and 2018-179;
2. Approve the associated CEQA Exemptions for each property (Attachment "B").

APPLICANTS:

HP 18-0001: 547 East 6th Avenue (Resolution No. 2018-177) for Tod and Donna Martin

HP 18-0002: 1102 South Juniper Street (Resolution No. 2018-178) for Nolan Hutton and Morgen Oelckers

HP 18-0003: 329 East 7th Avenue (Resolution No. 2018-179) for Douglas A. Newberry

FISCAL ANALYSIS:

Approval of a Mills Act Contract would reduce the property tax to the homeowner, and proportionately reduce the City's share of property taxes. The annual tax revenue loss to the City is typically estimated to be approximately \$200 for each property. The City has currently entered into 100 Mills Act contracts, which have cumulatively reduced the City share of property taxes by approximately \$23,400. Approval of the three new Mills Act contracts identified above would further reduce the City's share of property taxes by approximately \$600.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the City Council's Action Plan regarding Neighborhood Improvement and its goal to improve aesthetics.

PREVIOUS ACTIONS:

The Historic Preservation Commission (HPC) voted to list the structures on the City's Local Register of Historic Places and recommended approval of entering into Mills Act contracts with the owners of 547 East 6th Avenue, 1102 South Juniper Street, and 329 East 7th Avenue on September 20, 2018.

BACKGROUND:

The history and supporting documents for each of the subject properties were reviewed by the HPC. A copy of the HPC staff report for each property is attached to this report (Attachment "A"). The Mills Act is a provision in state law that enables owners of designated historic properties to voluntarily enter into a preservation contract with the City and receive a reduction in their property taxes. The contract runs for ten years and is automatically renewed each year unless a notice of non-renewal is filed. The terms of the contract require that the owner make a commitment to maintain the property and complete other improvements. (See Attachment "B" of the contract.) As indicated, the owners have planned significant future improvements at the properties; these improvements have been approved by the HPC. All improvements must be performed according to the Secretary of the Interior Standards. In addition, the applicants have been informed that all exterior modifications require staff review, the issuance of a Certificate of Appropriateness, and may require permits from the City's Building Division. By approving Mills Act Contracts for these properties, the City would be incurring a relatively small loss per year of property tax revenue. This will provide each of the property owners a tax savings that will be earmarked for preserving their properties.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Mike Strong, Assistant Director of Planning
11/19/2018 4:03 p.m.

ATTACHMENTS:

1. Attachment A - HPC Staff Reports/Memorandum (HP 18-0001, -0002, and -0003)
2. Attachment B - CEQA Exemptions (HP 18-0001, -0002, and -0003)
3. Resolution No. 2018-177
4. Resolution No. 2018-177 – Exhibit A
5. Resolution No. 2018-178
6. Resolution No. 2018-178 – Exhibit A
7. Resolution No. 2018-179
8. Resolution No. 2018-179 – Exhibit A



HISTORIC PRESERVATION COMMISSION

Agenda Item No.: H.1
Date: September 20, 2018

TO: Historic Preservation Commission

FROM: Paul Bingham, Assistant Planner II

REQUESTS: Residence addressed as 547 East 6th Avenue (case number HP18-0001)

1. Local Register listing request,
2. Mills Act contract request and
3. Consideration of the proposed CEQA exemption

RECOMMENDATION: Forward recommendations of approval to the City Council

BACKGROUND:

City of Escondido Historical/Cultural Resources Survey

A City of Escondido Historical/Cultural Resources Survey was completed in 1990 (Agis, May 1990). Close to 1,000 resources were inventoried in the survey for their significance. The Survey of 1990 was conducted in compliance with procedures established by the U.S. Department of the Interior, National Park Service and the State Office of Historic Preservation. A Historical/Cultural Resources Survey is a collection of information that identifies documents and describes the historical resources in the community. The survey also associates the resources with historical events and/or people. Among other preservation programs, the survey serves as the basis for historic preservation plans. The survey also fulfills a higher level of historic nomination requirements (Local, State and National), it allows for the applicability of Historic Building Code in regard to rehabilitation/renovation of structures, and justifies local, state and federal funding assistance.

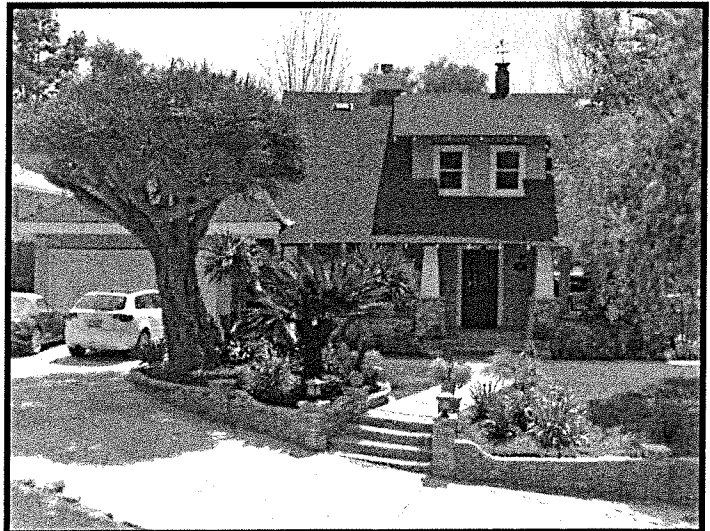
Local Register of Historic Places Listing

The City of Escondido's zoning code Article 40 (Historical Resources), Section 33-794 identifies the process and criteria for listing historic structures on the City's Local Register. Requests for listing on the Local Register require approval by the Historic Preservation Commission at a public meeting. The historic resource is evaluated against seven criteria and must meet at least two of the seven.

Mills Act Contract and Property Applying

The Mills Act is a state law that enables owners of designated historic properties to enter into a preservation contract with their local legislative body and receive a substantial reduction in the property taxes. One of the incentives for the preservation of historic and/or cultural resources, approved in 1989, allows property owners of designated historic resources to enter into a Mills Act contract with the City. City Council Resolution 92-409, adopted on October 28, 1992, clarified that a property owner may apply for a Mills Act contract if the resource has been listed as a Local Register property. The current owner is requesting that the subject property be approved for Local Register listing.

The subject property at 547 East 6th Avenue (APN 233-292-0800) and consists of a .282 acre through-lot which extends from 6th



Avenue to 7th Avenue. On the lot is a 2-story California Craftsman residence built circa 1910. The double attached garage to the east is an addition by the Gorbets, a family who owned the house after 1958. It has been recently expanded above and to the rear with a Second Dwelling Unit by the present owners. Included in the City's 1990 Historic Survey, the historian at the time considered the house significant due to its large size and architectural detailing. The current owner desires to have the property included on the City's Local Register and to enter into a Mills Act contract for its continued preservation.

ANALYSIS

Escondido Historical/Cultural Resources Survey

The applicant has conducted the required historic research and data collection, and has provided the information on the required format, State Department of Parks and Recreation forms (see attached). The information provided by the applicant, including historical background and descriptive analysis of the architectural style, is adequate for the purpose of determining the appropriateness of adding the structures to the survey.

Local Register of Historic Places Listing

This request by the current owners, Tod. D. & Donna J. Martin, is to consider placing this resource on the Local Register.

Staff believes that the subject property meets the following two of seven criteria (note that at least two are required for Local Register listing approval):

5. Escondido historical resources that are fifty (50) years old or have achieved historical significance within the past fifty (50) years.

The existing two story California Craftsman residence was built circa 1910 and is currently 108 years old.

6. Escondido historical resources that are an important key focal point in the visual quality or character of a neighborhood, street, area or district.

This residence is one of the most prominent structures found within this elevated Old Escondido Historic District block of historic properties, several of which have already been listed on the City's Local Register.

Mills Act Contract

The Mills Act contract is for a minimum of ten years, automatically renewed each year unless a notice of non-renewal is filed. The terms of the contract require that the property owner make a commitment to maintain the structure and surrounding property, per a maintenance schedule that has been included with this report (see attached). All improvements must be performed to the Secretary of the Interior Standards. In addition, the applicant has been informed that all exterior modifications require staff review. Staff feels that the proposed Mills Act Contract is appropriate since the property meets the established criteria for a historic resource, and adequate improvements have been listed.

Respectfully Submitted,



Paul K. Bingham
Assistant Planner II

HISTORIC PRESERVATION COMMISSION

Agenda Item No.: H.2
Date: September 20, 2018

TO: Historic Preservation Commission
FROM: Paul Bingham, Assistant Planner II
REQUESTS: Residence addressed as 1102 South Juniper Street (case number HP18-0002)

1. Local Register listing request,
2. Mills Act contract request and
3. Consideration of the proposed CEQA exemption

RECOMMENDATION: Forward recommendations of approval to the City Council

BACKGROUND:

City of Escondido Historical/Cultural Resources Survey

A City of Escondido Historical/Cultural Resources Survey was completed in 1990 (Agis, May 1990). Close to 1,000 resources were inventoried in the survey for their significance. The Survey of 1990 was conducted in compliance with procedures established by the U.S. Department of the Interior, National Park Service and the State Office of Historic Preservation. A Historical/Cultural Resources Survey is a collection of information that identifies documents and describes the historical resources in the community. The survey also associates the resources with historical events and/or people. Among other preservation programs, the survey serves as the basis for historic preservation plans. The survey also fulfills a higher level of historic nomination requirements (Local, State and National), it allows for the applicability of Historic Building Code in regard to rehabilitation/renovation of structures, and justifies local, state and federal funding assistance.

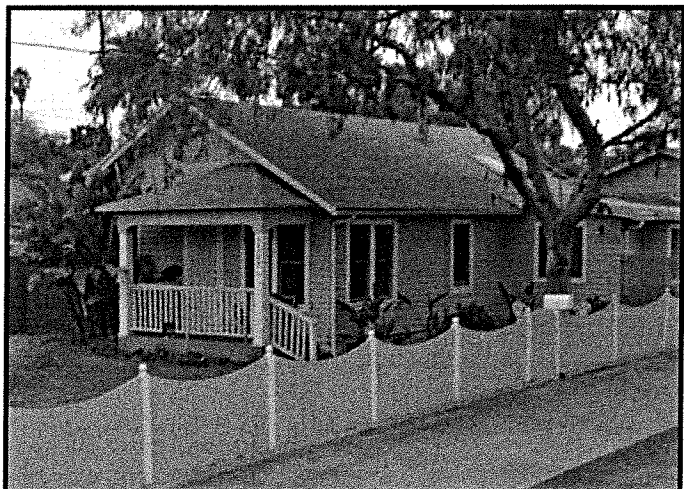
Local Register of Historic Places Listing

The City of Escondido's zoning code Article 40 (Historical Resources), Section 33-794 identifies the process and criteria for listing historic structures on the City's Local Register. Requests for listing on the Local Register require approval by the Historic Preservation Commission at a public meeting. The historic resource is evaluated against seven criteria and must meet at least two of the seven.

Mills Act Contract and Property Applying

The Mills Act is a state law that enables owners of designated historic properties to enter into a preservation contract with their local legislative body and receive a substantial reduction in the property taxes. One of the incentives for the preservation of historic and/or cultural resources, approved in 1989, allows property owners of designated historic resources to enter into a Mills Act contract with the City. City Council Resolution 92-409, adopted on October 28, 1992, clarified that a property owner may apply for a Mills Act contract if the resource has been listed as a Local Register property. The current owner is requesting that the subject property be approved for Local Register listing.

The subject property at 1102 South Juniper Street (APN 233-580-4800) consists of .182 acre with a 1910 single story Late Colonial Revival residence with clapboard siding and a gable roof. The front porch is offset and has a hip roof. The detached 2-car garage and attached workshop with a corrugated metal roof



was built in the backyard in 1953. Though the main house has kept all of its original wood-framed windows, two small shed-roof style additions in the back with siding to match the house, have aluminum and vinyl windows. Included in the City's 1990 Historic Survey, the historian at the time considered the main house significant. The current owners desire to have the property included on the City's Local Register and to enter into a Mills Act contract for its continued preservation.

ANALYSIS

Escondido Historical/Cultural Resources Survey

The applicant has conducted the required historic research and data collection, and has provided the information on the required format, State Department of Parks and Recreation forms (see attached). The information provided by the applicant, including historical background and descriptive analysis of the architectural style, is adequate for the purpose of determining the appropriateness of adding the structures to the survey.

Local Register of Historic Places Listing

This request by the current owners, Nolan Hutton and Morgen Oelckers, is to consider placing this resource on the Local Register.

The property meets the following three of seven criteria (*note that at least two are required for Local Register listing approval*):

5. Escondido historical resources that are fifty (50) years old or have achieved historical significance within the past fifty (50) years.

The existing one story Late Colonial Revival residence was built in 1910 and is currently over 108 years old.

6. Escondido historical resources that are an important key focal point in the visual quality or character of a neighborhood, street, area or district.

This residence is one of several historic properties on South Juniper Street which are either in the City's Historic Survey or have already been listed on the City's Local Register.

7. Escondido historical building that is one of the few remaining examples in the city possessing distinguishing characteristics of an architectural type.

This residence is one of a few remaining examples of Late Colonial Revival architecture in the City.

Mills Act Contract

The Mills Act contract is for a minimum of ten years, automatically renewed each year unless a notice of non-renewal is filed. The terms of the contract require that the property owner make a commitment to maintain the structure and surrounding property, per a maintenance schedule that has been included with this report (see attached). All improvements must be performed to the Secretary of the Interior Standards. In addition, the applicant has been informed that all exterior modifications require staff review. Staff feels that the proposed Mills Act Contract is appropriate since the property meets the established criteria for a historic resource, and adequate improvements have been listed.

Respectfully Submitted,



Paul K. Bingham
Assistant Planner II

HISTORIC PRESERVATION COMMISSION

Agenda Item No.: H.3
Date: September 20, 2018

TO: Historic Preservation Commission

FROM: Paul Bingham, Assistant Planner II

REQUESTS: Residence addressed as 329 East 7th Avenue (case number HP18-0003)

1. Local Register listing request,
2. Mills Act contract request and
3. Consideration of the proposed CEQA exemption

RECOMMENDATION: Forward recommendations of approval to the City Council

BACKGROUND:

City of Escondido Historical/Cultural Resources Survey

A City of Escondido Historical/Cultural Resources Survey was completed in 1990 (Agis, May 1990). Close to 1,000 resources were inventoried in the survey for their significance. The Survey of 1990 was conducted in compliance with procedures established by the U.S. Department of the Interior, National Park Service and the State Office of Historic Preservation. A Historical/Cultural Resources Survey is a collection of information that identifies documents and describes the historical resources in the community. The survey also associates the resources with historical events and/or people. Among other preservation programs, the survey serves as the basis for historic preservation plans. The survey also fulfills a higher level of historic nomination requirements (Local, State and National), it allows for the applicability of Historic Building Code in regard to rehabilitation/renovation of structures, and justifies local, state and federal funding assistance.

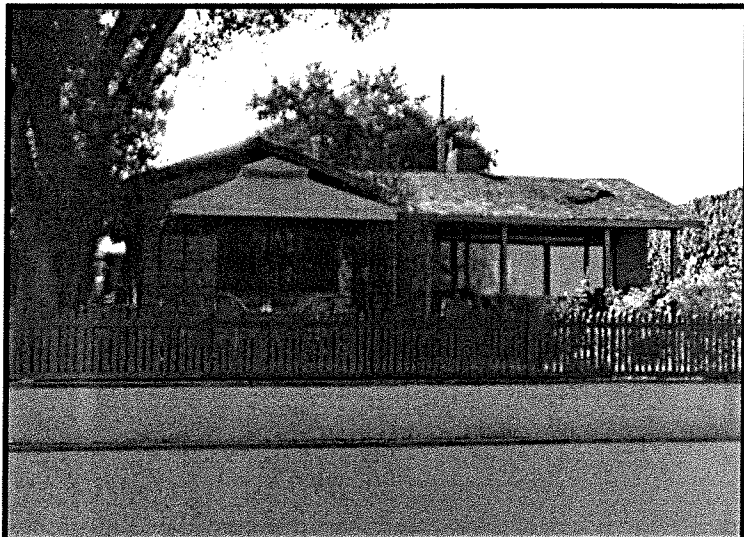
Local Register of Historic Places Listing

The City of Escondido's zoning code Article 40 (Historical Resources), Section 33-794 identifies the process and criteria for listing historic structures on the City's Local Register. Requests for listing on the Local Register require approval by the Historic Preservation Commission at a public meeting. The historic resource is evaluated against seven criteria and must meet at least two of the seven.

Mills Act Contract and Property Applying

The Mills Act is a state law that enables owners of designated historic properties to enter into a preservation contract with their local legislative body and receive a substantial reduction in the property taxes. One of the incentives for the preservation of historic and/or cultural resources, approved in 1989, allows property owners of designated historic resources to enter into a Mills Act contract with the City. City Council Resolution 92-409, adopted on October 28, 1992, clarified that a property owner may apply for a Mills Act contract if the resource has been listed as a Local Register property. The current owners are requesting that the subject property be approved for Local Register listing.

The subject property at 329 East 7th Avenue (APN 233-410-0200) consists of



0.154 acre with a one story 918 SF Minimal Traditional Mid-Century residence built as part of the City's Stanley Heights subdivision in 1951. While the roof is covered in composition shingles, the subject dwelling is clad on all sides by wood shake singles. The original metal-framed windows have all been replaced by wood-framed windows. A local contractor Burton E. Leonard was the original owner and built the house. The current owners desire to have the property included on the City's Local Register and to enter into a Mills Act contract for its continued preservation. The owners are proposing as part of their contract to do important repairs. (See attached list of improvements.)

ANALYSIS

Escondido Historical/Cultural Resources Survey

The applicant has conducted the required historic research and data collection, and has provided the information on the required format, State Department of Parks and Recreation forms (see attached). The information provided by the applicant, including historical background and descriptive analysis of the architectural style, is adequate for the purpose of determining the appropriateness of adding the structures to the survey.

Local Register of Historic Places Listing

This request by the current owner, Douglas A. Newberry, is to consider placing this resource on the Local Register.

The property meets the following two of seven criteria (*note that at least two are required for Local Register listing approval*):

5. Escondido historical resources that are fifty (50) years old or have achieved historical significance within the past fifty (50) years.

The existing one story Minimal Traditional Mid-Century dwelling was built in 1951 and is currently 67 years old.

6. Escondido historical resources that are an important key focal point in the visual quality or character of a neighborhood, street, area or district.

This residence built by local contractor Burton E. Leonard is one of a group of Mid-Century homes that are part of Escondido's Stanley Heights subdivision..

Mills Act Contract

The Mills Act contract is for a minimum of ten years, automatically renewed each year unless a notice of non-renewal is filed. The terms of the contract require that the property owner make a commitment to maintain the structure and surrounding property, per a maintenance schedule that has been included with this report (see attached). All improvements must be performed to the Secretary of the Interior Standards. In addition, the applicant has been informed that all exterior modifications require staff review. Staff feels that the proposed Mills Act Contract is appropriate since the property meets the established criteria for a historic resource, and adequate improvements have been listed.

Respectfully Submitted,



Paul K. Bingham
Assistant Planner II

Attachment "B"



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

Notice of Exemption

To: San Diego County Recorder's Office
Attn: Chief Deputy Recorder Clerk
1600 Pacific Highway, Room 260
San Diego, CA 92101

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

Project Title/Case No.: HP 18-0001

Project Location - specific: Addressed as 547 East 6th Avenue (APN 233-292-0800), located on the south side of East 6th Avenue extending to the north side of East 7th Avenue between South Hickory and South Grape Streets.

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

Description of Project:

To approve the Local Register listing and a Mills Act contract for the 0.282-acre subject property in the R-1-6 (Single-Family Residential, 6,000 SF minimum lot size) zone, located in the U1 (Urban I) designation of the General Plan.

Name of Public Agency Approving Project: City of Escondido

Name of Persons or Agency Carrying Out Project:

Names: Tod & Donna Martin

Telephone: (714) 745-0701

Address: 547 East 6th Avenue, Escondido, CA 92025

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

Exempt Status:

Categorical Exemption: Section 15331, Class 31. "Historic Resource Restoration/Rehabilitation"

Reasons why project is exempt:

1. The project is within the R-1-6 zone and the U1 designation of the General Plan and no variances are required.
2. The project will be consistent with the Secretary of Interior's Standards for the Treatment of Historic Properties with guidelines for preserving, rehabilitating, restoring and reconstructing historic buildings.
3. The project will not be limited by the factors in section 15300.2 and will not adversely change the significance of a historical resource.

Lead Agency Contact Person: Paul K. Bingham

Area Code/Telephone/Extension (760) 839-4306

Signature: _____

Paul K. Bingham

Assistant Planner II

9/10/18

Date

☒ Signed by Lead Agency

Date received for filing at OPR:

☐ Signed by Applicant



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

Notice of Exemption

To: San Diego County Recorder's Office
Attn: Chief Deputy Recorder Clerk
1600 Pacific Highway, Room 260
San Diego, CA 92101

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

Project Title/Case No.: HP 18-0002

Project Location - specific: Addressed as 1102 South Juniper Street (APN 233-580-4800), located on the east side of South Juniper Street just south of its intersection with East 11th Avenue.

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

Description of Project:

To approve the Local Register listing and a Mills Act contract for the 0.182-acre subject property in the R-1-6 (Single-Family Residential, 6,000 SF minimum lot size) zone, located in the U1 (Urban I) designation of the General Plan.

Name of Public Agency Approving Project: City of Escondido

Name of Persons or Agency Carrying Out Project:

Names: Nolan Hutton & Morgen Oelckers

Telephone: (619) 309-8627

Address: 1102 South Juniper Street, Escondido, CA 92025

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

Exempt Status:

Categorical Exemption: Section 15331, Class 31. "Historic Resource Restoration/Rehabilitation"

Reasons why project is exempt:

1. The project is within the R-1-6 zone and the U1 designation of the General Plan and no variances are required.
2. The project will be consistent with the Secretary of Interior's Standards for the Treatment of Historic Properties with guidelines for preserving, rehabilitating, restoring and reconstructing historic buildings.
3. The project will not be limited by the factors in section 15300.2 and will not adversely change the significance of a historical resource.

Lead Agency Contact Person: Paul K. Bingham

Area Code/Telephone/Extension (760) 839-4306

Signature: _____

Paul K. Bingham

Assistant Planner II

9/10/18

Date

☒ Signed by Lead Agency

Date received for filing at OPR:

☐ Signed by Applicant



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

Notice of Exemption

To: San Diego County Recorder's Office
Attn: Chief Deputy Recorder Clerk
1600 Pacific Highway, Room 260
San Diego, CA 92101

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

Project Title/Case No.: HP 18-0003

Project Location - specific: Addressed as 329 East 7th Avenue (APN 233-410-0200), located on the south side of East 7th Avenue between South Juniper Street and South Hickory Street.

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

Description of Project:

To approve the Local Register listing and a Mills Act contract for the 0.154-acre subject property in the R-1-6 (Single-Family Residential, 6,000 SF minimum lot size) zone, located in the U1 (Urban I) designation of the General Plan.

Name of Public Agency Approving Project: City of Escondido

Name of Persons or Agency Carrying Out Project:

Names: Douglas A. Newberry
Address: 528 East 6th Avenue, Escondido, CA 92025

Telephone: (760) 519-9967

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

Exempt Status:

Categorical Exemption: Section 15331, Class 31. "Historic Resource Restoration/Rehabilitation"

Reasons why project is exempt:

1. The project is within the R-1-6 zone and the U1 designation of the General Plan and no variances are required.
2. The project will be consistent with the Secretary of Interior's Standards for the Treatment of Historic Properties with guidelines for preserving, rehabilitating, restoring and reconstructing historic buildings.
3. The project will not be limited by the factors in section 15300.2 and will not adversely change the significance of a historical resource.

Lead Agency Contact Person: Paul K. Bingham

Area Code/Telephone/Extension (760) 839-4306

Signature: _____

Paul K. Bingham

Assistant Planner II

9/10/18

Date

☒ Signed by Lead Agency

Date received for filing at OPR:

☐ Signed by Applicant

RESOLUTION NO. 2018-177

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A MILLS ACT CONTRACT, ALSO KNOWN AS AN HISTORIC PROPERTY PRESERVATION AGREEMENT, WITH TOD DAVID MARTIN AND DONNA J. MARTIN FOR THE LOCAL REGISTER LISTED PROPERTY LOCATED AT 547 EAST 6TH AVENUE

CASE NO. HP 18-0001

WHEREAS, the Mills Act is a state law enabling owners of designated historic properties to enter into an historic property preservation contract with their local legislative body and receive a property tax reduction; and

WHEREAS, Tod David Martin and Donna J. Martin have submitted a request to enter into a Historic Property Preservation Agreement (“Agreement”) with the City for property located at 547 East 6th Avenue (APN 233-292-0800), more particularly described in Attachment “A” to Exhibit “A” to this Resolution; and

WHEREAS, this property qualifies for a Mills Act Contract since it was listed in the City’s Local Register of Historic Places on September 20, 2018; and

WHEREAS, pursuant to the California Environmental Quality Act (“CEQA”) regulations, the project is categorically exempt from environmental review in accordance with CEQA Guidelines Section 15331, Class 31. “Historic Resources Restoration/Rehabilitation.”

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

1. That the above recitations are true.

2. That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City, an Agreement with Tod David Martin and Donna J. Martin for the property located at 547 East 6th Avenue. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City Clerk
City of Escondido
201 N. Broadway
Escondido, CA 92025

HP 18-0001

THIS SPACE FOR RECORDER'S USE ONLY

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement is made and entered into by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter referred to as “the CITY”) and Tod David Martin and Donna J. Martin (hereinafter referred to as “the OWNERS”).

Recitals

1. WHEREAS, the OWNERS possess and own real property located within the City of Escondido, which property is more fully described in Attachment “A” to this Agreement (hereinafter “the PROPERTY”); and
2. WHEREAS, the PROPERTY is a qualified historical property in that it is privately owned, it is not exempt from property taxation, and it is listed in the Local Register of Historic Places; and
3. WHEREAS, both the CITY and the OWNERS desire to carry out the purposes of Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code; and
4. WHEREAS, both the CITY and the OWNERS desire to limit the use of the PROPERTY and to preserve the PROPERTY so as to retain its characteristics as a property of cultural, architectural, and historical significance.

Agreement

NOW THEREFORE, both the CITY and the OWNERS, in consideration of the mutual promises, covenants, and conditions contained herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. Applicability of Government Code and Revenue and Taxation Code. This Agreement is made pursuant to Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code and is subject to all of the provisions of these statutes.

2. Preservation/Rehabilitation and Maintenance of Property. During the term of this Agreement, the PROPERTY shall be subject to the following conditions, requirements, and restrictions:

a. The OWNERS agree to preserve/rehabilitate and maintain the cultural, historical, and architectural characteristics of the PROPERTY during the term of this Agreement as set forth in the attached schedule of improvements identified as Attachment B.

b. The OWNERS shall maintain all buildings, structures, yards, and other improvements in a manner which does not detract from the appearance of the immediate neighborhood. Prohibited property conditions include, but are not limited to:

- i. Dilapidated, deteriorating, or unrepaired structures, such as fences, roofs, doors, walls, and windows;
- ii. Scrap lumber, junk, trash, or debris;
- iii. Abandoned, discarded, or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, cans, containers, or similar items;
- iv. Stagnant water or excavations, including swimming pools or spas; and
- v. Any device, decoration, design, or structure, or vegetation which a reasonable person would determine to be unsightly by reason of its height, condition, or its inappropriate location.

c. All improvements and work performed on the PROPERTY shall meet, at a minimum, the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, the State Historical Building Code, and the applicable development codes of the City of Escondido.

d. If a code enforcement action has been instituted by the CITY, the CITY may request, and the OWNERS shall submit within thirty (30) days, documentation of expenditures incurred and work performed by the OWNERS within the last 24 months to accomplish items from the list of scheduled improvements for the PROPERTY as set forth in Attachment B of this Historic Property Preservation (Mills Act) Agreement. If the OWNERS perform

work on the PROPERTY, rather than contracting with a third-party, the value of his/her labor shall be calculated at the market rate for such work performed. The OWNERS shall be in substantial compliance with the scheduled improvements set forth in Attachment B when the expenditures incurred and work performed to accomplish the improvements are equal to or greater than the OWNERS' annual property tax savings for the last 24 months, as determined by the CITY, based upon the County Tax Assessor's valuation of the PROPERTY using the process set forth in Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

e. OWNERS shall, within thirty (30) days after written notice from the CITY, furnish the CITY with any information the CITY shall require to enable the CITY to determine (i) the PROPERTY'S present state; (ii) the PROPERTY'S continued eligibility as a qualified historic property; and (iii) whether the OWNERS are in compliance with this Agreement.

_____ **OWNERS' INITIALS**

3. Inspections. The OWNERS agree to permit periodic examinations/inspections of the interior and exterior of the PROPERTY by the CITY, the County Assessor, the Department of Parks and Recreation, and the State Board of Equalization as may be necessary to determine the OWNERS' compliance with this Agreement.

_____ **OWNERS' INITIALS**

4. Term of Agreement. This Agreement shall be effective and shall commence on January 1st of the year following the successful recordation of this document by the County Recorder's Office and shall remain in effect for a period of ten (10) years thereafter.

5. Automatic Renewal. On the tenth (10th) anniversary of this Agreement and on each successive anniversary date (hereinafter referred to as p"the RENEWAL DATE"), one (1) year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is given as provided in Paragraph 6 below.

6. Notice of Nonrenewal. If, in any year, either the CITY or the OWNERS desire not to renew this Agreement, that party shall serve a written notice of nonrenewal on the other party. If the OWNERS elect to serve a notice of nonrenewal, the notice must be served on the CITY at least ninety (90) days prior to the RENEWAL DATE, otherwise one (1) additional year shall automatically be added to the term of this Agreement. Conversely, if the CITY elects to serve a notice of nonrenewal, the notice must be served on the OWNER at least sixty (60) days prior to the RENEWAL DATE, otherwise one (1)

additional year shall automatically be added to the term of this Agreement. The CITY may issue a notice of nonrenewal if the CITY determines improvements, maintenance, rehabilitation, renovation, and/or restoration of the PROPERTY is required for the PROPERTY'S continued eligibility as a qualified historic property. Upon receipt by the OWNER of a notice of nonrenewal from the CITY, the OWNER may make a written protest of the nonrenewal. The CITY may, at any time prior to the RENEWAL DATE, withdraw its notice of nonrenewal.

7. Effect of Notice of Nonrenewal. If, in any year, either party serves a notice of nonrenewal as provided in Paragraph 6 above, this Agreement shall remain in effect for: (1) the balance of the period remaining under the initial term of this Agreement; or (2) the balance of the period remaining since the last automatic renewal, whichever the case may be.

8. Cancellation. The CITY may cancel this Agreement if the CITY determines the OWNERS: (a) have breached any of the conditions or covenants of this Agreement; (b) have allowed the PROPERTY to deteriorate to the point that it no longer meets the standards of a qualified historical property as defined in California Government Code section 50280.1; or (c) if the OWNERS have failed to restore or rehabilitate the PROPERTY in the manner specified in Paragraph 2 of this Agreement.

_____ **OWNERS' INITIALS**

9. Notice of Cancellation. Notwithstanding the above, this Agreement cannot be cancelled until after the CITY has given notice and has held a public hearing as required by California Government Code section 50285.

10. Cancellation Fee. If the CITY cancels this Agreement in accordance with Paragraph 8, the OWNERS shall pay those cancellation fees set forth in California Government Code sections 50280 et seq., described herein. Upon cancellation, the OWNERS shall pay a cancellation fee of twelve and one-half percent (12-1/2%) of the current fair market value of the PROPERTY, which is to be determined by the County Assessor as though the PROPERTY were free and clear of any of the restrictions pursuant to this Agreement. The cancellation fee shall be paid to the County Auditor at the time and in the manner that the County Auditor shall prescribe and shall be allocated by the County Auditor to each jurisdiction in the tax rate area in which the PROPERTY is located in the same manner as the County Auditor allocates the annual tax increment in that tax area that fiscal year.

_____ **OWNERS' INITIALS**

11. No Compensation. The OWNERS shall not receive any payment from the CITY in consideration for the obligations imposed under this

Agreement. The parties recognize and agree that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to the OWNERS as a result of assessed value of the PROPERTY because of the restrictions this Agreement imposes on the use and preservation of the PROPERTY.

12. Enforcement of Agreement. As an alternative to cancellation of the Agreement for breach of any condition as provided in Paragraph 8, the CITY may, in its sole discretion, specifically enforce, or enjoin the breach of the terms of this Agreement. In the event of a default, under the provisions of this Agreement by the OWNERS, the City shall give written notice to the OWNERS by registered or certified mail. If such violation is not corrected to the reasonable satisfaction of CITY within thirty (30) calendars days after the date of notice of violation, or within such reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within thirty (30) calendar days and thereafter diligently pursued to completion), the CITY may, without further notice, declare the OWNERS to be in breach under the terms of this Agreement, and may bring any action necessary to specifically enforce the obligations of the OWNERS growing out of the terms of this Agreement or apply for such other relief as may be appropriate under local, state, or federal law.

13. Indemnification. OWNERS shall indemnify, defend (with counsel reasonably acceptable to CITY) and hold harmless the City of Escondido, and all of its boards, commissions, departments, agencies, agents, officers, and employees from and against any and all actions, causes of actions, liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses (collectively the "Claims") incurred in connection with or arising in whole or in part from this Agreement, including without limitations:

- a. any accident, injury to or death of a person, loss of or damage to property incurring in or about the PROPERTY;
- b. the use or occupancy of the PROPERTY by the OWNERS,
their agents or invitees;
- c. the condition of the PROPERTY;
- d. any construction or other work undertaken by the OWNERS of the PROPERTY.

This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, experts and the CITY'S cost for investigating any Claims. The OWNERS shall defend the CITY and all of its boards, commissions, departments, agencies, agents, officers, and employees from any and all Claims even if such Claim is groundless, fraudulent, or false. The OWNERS' obligations under this Paragraph shall survive termination of this Agreement.

_____**OWNERS' INITIALS**

14. Remedy If Agreement Not An Enforceable Restriction. In the event it is finally determined by a court of competent jurisdiction that this Agreement does not constitute an enforceable restriction within the meaning of the applicable provisions of the California Government Code and the California Revenue and Taxation Code, except for an unenforceability arising from the cancellation or nonrenewal of this Agreement, for any tax year during the life of this Agreement, then this Agreement shall be null and void and without further effect and the PROPERTY shall from that time forward be free from any restriction whatsoever under this Agreement without any payment or further act by the parties.

15. Condemnation Proceedings. If condemnation proceedings are filed against the PROPERTY, or if the PROPERTY is acquired by a public agency in lieu of condemnation proceedings, this Agreement shall be null and void. If the condemnation proceedings are subsequently abandoned or the acquisition rescinded, this Agreement shall be reactivated retroactively and shall be in full force and effect without the need for any further act by the parties.

16. Destruction of Property; Eminent Domain. If the PROPERTY is destroyed by fire or other natural disaster such that in the opinion of the CITY the historic value of the structure has been lost and a majority of the structure must be replaced, this Agreement will be cancelled. If the PROPERTY is acquired in whole or in part by eminent domain or other acquisition by an entity authorized to exercise the power of eminent domain, and the acquisition is determined by the CITY to frustrate the purpose of the Agreement, this Agreement shall be cancelled. No cancellation fee as set forth in Paragraph 10 above and pursuant to California Government Code sections 50280 et seq. shall be imposed if the Agreement is cancelled pursuant to this Paragraph.

17. Entire Agreement. This instrument and its attachments constitute the entire agreement between the parties. The parties shall not be bound by any terms, conditions, statements, or representations, oral or written, not contained in this Agreement. Each party hereby acknowledges that in executing this Agreement, the party has not been induced, persuaded, or motivated by any promise or representation made by the other parties, unless expressly set forth in this Agreement. All previous negotiations, statements, and preliminary instruments by the parties or their representatives are merged in this instrument and are of no force and effect.

18. Attorney's Fees. In the event legal proceedings are brought by any party or parties hereto, to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover its

reasonable attorney's fees in addition to court costs and other relief ordered by the court.

19. Modification. No modification of this Agreement shall be valid or binding unless the modification is in writing, signed by all parties, and recorded with the County Recorder for the County of San Diego.

20. Binding Effect. This Agreement shall be binding on and inure to the benefit of all parties herein, their heirs, successors-in-interest, legal representatives, assigns and all persons acquiring any part or portion of the PROPERTY, whether by operation of law or otherwise, and that any such person(s) shall have the same rights and obligations under this Agreement.

21. Choice of Law and Forum. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding to enforce any provision of this Agreement shall be brought in the San Diego Superior Court, North County Division.

22. Sale. If the PROPERTY is sold, the OWNERS shall notify the CITY of the sale and present to the CITY a signed statement from the new owners indicating that a copy of this Agreement, the list of scheduled improvements for the PROPERTY as set forth in Attachment B of this Agreement, and any amendments to this Agreement were provided to them.

23. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

24. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

25. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.

26. Notices. Any notice, delivery or other communication pursuant to this Agreement shall be in writing and shall be given to:

CITY: City Clerk
City of Escondido
201 N. Broadway
Escondido, CA 92025

OWNERS: Tod David Martin & Donna J. Martin
547 East 6th Avenue
Escondido, CA 92025

Any party may change his/her/its address by giving written notice to the other parties in the manner provided in this paragraph. Any notice, delivery, or other communication shall be effective and shall be deemed to be received by the other parties within five (5) business days after the notice has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above.

27. Notice to Office of Historic Preservation. The OWNERS or an agent of the OWNERS shall provide written notice of this Agreement to the Office of Historic Preservation within six months of entering into this Agreement. A copy of this notice shall also be provided to the CITY.

(Remainder of page left intentionally blank.)

28. Counterparts. This Agreement may be executed in any number of counterparts or by facsimile transmission, each of which will be deemed an original with the same effect as if all signatures were on the same instrument.

IN WITNESS WHEREOF, the CITY and the OWNERS have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Dated: _____

By: _____
Sam Abed, Mayor
(This signature must be notarized.)

Dated: _____

By: _____
Eva Heter, Interim City Clerk
(This signature must be notarized.)

OWNERS

Dated: _____

By: _____
Tod David Martin
(This signature must be notarized.)

Dated: _____

By: _____
Donna J. Martin
(This signature must be notarized.)

APPROVED AS TO FORM:

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

By: _____

ATTACHMENT "A"

LEGAL DESCRIPTION

LOTS 6 AND 7, EXCEPTING FROM SAID LOT 7 THE EAST 10 FEET THEREOF IN BLOCK "I" OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

ATTACHMENT "B"

Mills Act Application

List of Improvements

Property Address: 547 East 6th Avenue

Property Owners: Tod David Martin & Donna J. Martin

1. Rewiring of entire house. (completed)
2. Replumbing of entire house. (completed)
3. Replace house HVAC system. (completed)
4. Reroof all structures. (completed)
5. Relandscape entire yard. (completed)
6. Replace/repair existing sprinkler system. (completed)
7. Replace side yard patio. (completed)
8. Replace trellis patio cover. (completed)
9. Install new concrete replacement driveway.(completed)
10. Restore front porch. (completed)
11. Repair existing wood-framed windows and trim (completed)
12. Repaint all structures with period-appropriate colors (completed)

RESOLUTION NO. 2018-178

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A MILLS ACT CONTRACT, ALSO KNOWN AS AN HISTORIC PROPERTY PRESERVATION AGREEMENT, WITH NOLAN L. HUTTON AND MORGEN OELCKERS FOR THE LOCAL REGISTER LISTED PROPERTY LOCATED AT 1102 SOUTH JUNIPER STREET

CASE NO. HP 18-0002

WHEREAS, the Mills Act is a state law enabling owners of designated historic properties to enter into an historic property preservation contract with their local legislative body and receive a property tax reduction; and

WHEREAS, Nolan L. Hutton and Morgen Oelckers have submitted a request to enter into a Historic Property Preservation Agreement (“Agreement”) with the City for property located at 1102 South Juniper Street (APN 233-580-4800), more particularly described in Attachment “A” to Exhibit “A” to this Resolution; and

WHEREAS, this property qualifies for a Mills Act Contract since it was listed in the City’s Local Register of Historic Places on September 20, 2018; and

WHEREAS, pursuant to the California Environmental Quality Act (“CEQA”) regulations, the project is categorically exempt from environmental review in accordance with CEQA Guidelines Section 15331, Class 31. “Historic Resources Restoration/Rehabilitation.”

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

1. That the above recitations are true.

2. That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City, an Agreement with Nolan L. Hutton and Morgen Oelckers for the property located at 1102 South Juniper Street. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City Clerk
City of Escondido
201 N. Broadway
Escondido, CA 92025

HP 18-0002

THIS SPACE FOR RECORDER'S USE ONLY

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement is made and entered into by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter referred to as “the CITY”) and Nolan L. Hutton and Morgen Oelckers (hereinafter referred to as “the OWNERS”).

Recitals

1. WHEREAS, the OWNERS possess and own real property located within the City of Escondido, which property is more fully described in Attachment “A” to this Agreement (hereinafter “the PROPERTY”); and
2. WHEREAS, the PROPERTY is a qualified historical property in that it is privately owned, it is not exempt from property taxation, and it is listed in the Local Register of Historic Places; and
3. WHEREAS, both the CITY and the OWNERS desire to carry out the purposes of Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code; and
4. WHEREAS, both the CITY and the OWNERS desire to limit the use of the PROPERTY and to preserve the PROPERTY so as to retain its characteristics as a property of cultural, architectural, and historical significance.

Agreement

NOW THEREFORE, both the CITY and the OWNERS, in consideration of the mutual promises, covenants, and conditions contained herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. Applicability of Government Code and Revenue and Taxation Code. This Agreement is made pursuant to Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code and is subject to all of the provisions of these statutes.

2. Preservation/Rehabilitation and Maintenance of Property. During the term of this Agreement, the PROPERTY shall be subject to the following conditions, requirements, and restrictions:

a. The OWNERS agree to preserve/rehabilitate and maintain the cultural, historical, and architectural characteristics of the PROPERTY during the term of this Agreement as set forth in the attached schedule of improvements identified as Attachment B.

b. The OWNERS shall maintain all buildings, structures, yards, and other improvements in a manner which does not detract from the appearance of the immediate neighborhood. Prohibited property conditions include, but are not limited to:

- i. Dilapidated, deteriorating, or unrepaired structures, such as fences, roofs, doors, walls, and windows;
- ii. Scrap lumber, junk, trash, or debris;
- iii. Abandoned, discarded, or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, cans, containers, or similar items;
- iv. Stagnant water or excavations, including swimming pools or spas; and
- v. Any device, decoration, design, or structure, or vegetation which a reasonable person would determine to be unsightly by reason of its height, condition, or its inappropriate location.

c. All improvements and work performed on the PROPERTY shall meet, at a minimum, the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, the State Historical Building Code, and the applicable development codes of the City of Escondido.

d. If a code enforcement action has been instituted by the CITY, the CITY may request, and the OWNERS shall submit within thirty (30) days, documentation of expenditures incurred and work performed by the OWNERS within the last 24 months to accomplish items from the list of scheduled improvements for the PROPERTY as set forth in Attachment B of this Historic Property Preservation (Mills Act) Agreement. If the OWNERS perform

work on the PROPERTY, rather than contracting with a third-party, the value of his/her labor shall be calculated at the market rate for such work performed. The OWNERS shall be in substantial compliance with the scheduled improvements set forth in Attachment B when the expenditures incurred and work performed to accomplish the improvements are equal to or greater than the OWNERS' annual property tax savings for the last 24 months, as determined by the CITY, based upon the County Tax Assessor's valuation of the PROPERTY using the process set forth in Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

e. OWNERS shall, within thirty (30) days after written notice from the CITY, furnish the CITY with any information the CITY shall require to enable the CITY to determine (i) the PROPERTY'S present state; (ii) the PROPERTY'S continued eligibility as a qualified historic property; and (iii) whether the OWNERS are in compliance with this Agreement.

_____ **OWNERS' INITIALS**

3. Inspections. The OWNERS agree to permit periodic examinations/inspections of the interior and exterior of the PROPERTY by the CITY, the County Assessor, the Department of Parks and Recreation, and the State Board of Equalization as may be necessary to determine the OWNERS' compliance with this Agreement.

_____ **OWNERS' 'INITIALS**

4. Term of Agreement. This Agreement shall be effective and shall commence on January 1st of the year following the successful recordation of this document by the County Recorder's Office and shall remain in effect for a period of ten (10) years thereafter.

5. Automatic Renewal. On the tenth (10th) anniversary of this Agreement and on each successive anniversary date (hereinafter referred to as p"the RENEWAL DATE"), one (1) year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is given as provided in Paragraph 6 below.

6. Notice of Nonrenewal. If, in any year, either the CITY or the OWNERS desire not to renew this Agreement, that party shall serve a written notice of nonrenewal on the other party. If the OWNERS elect to serve a notice of nonrenewal, the notice must be served on the CITY at least ninety (90) days prior to the RENEWAL DATE, otherwise one (1) additional year shall automatically be added to the term of this Agreement. Conversely, if the CITY elects to serve a notice of nonrenewal, the notice must be served on the OWNER at least sixty (60) days prior to the RENEWAL DATE, otherwise one (1)

additional year shall automatically be added to the term of this Agreement. The CITY may issue a notice of nonrenewal if the CITY determines improvements, maintenance, rehabilitation, renovation, and/or restoration of the PROPERTY is required for the PROPERTY'S continued eligibility as a qualified historic property. Upon receipt by the OWNER of a notice of nonrenewal from the CITY, the OWNER may make a written protest of the nonrenewal. The CITY may, at any time prior to the RENEWAL DATE, withdraw its notice of nonrenewal.

7. Effect of Notice of Nonrenewal. If, in any year, either party serves a notice of nonrenewal as provided in Paragraph 6 above, this Agreement shall remain in effect for: (1) the balance of the period remaining under the initial term of this Agreement; or (2) the balance of the period remaining since the last automatic renewal, whichever the case may be.

8. Cancellation. The CITY may cancel this Agreement if the CITY determines the OWNERS: (a) have breached any of the conditions or covenants of this Agreement; (b) have allowed the PROPERTY to deteriorate to the point that it no longer meets the standards of a qualified historical property as defined in California Government Code section 50280.1; or (c) if the OWNERS have failed to restore or rehabilitate the PROPERTY in the manner specified in Paragraph 2 of this Agreement.

_____ **OWNERS' INITIALS**

9. Notice of Cancellation. Notwithstanding the above, this Agreement cannot be cancelled until after the CITY has given notice and has held a public hearing as required by California Government Code section 50285.

10. Cancellation Fee. If the CITY cancels this Agreement in accordance with Paragraph 8, the OWNERS shall pay those cancellation fees set forth in California Government Code sections 50280 et seq., described herein. Upon cancellation, the OWNERS shall pay a cancellation fee of twelve and one-half percent (12-1/2%) of the current fair market value of the PROPERTY, which is to be determined by the County Assessor as though the PROPERTY were free and clear of any of the restrictions pursuant to this Agreement. The cancellation fee shall be paid to the County Auditor at the time and in the manner that the County Auditor shall prescribe and shall be allocated by the County Auditor to each jurisdiction in the tax rate area in which the PROPERTY is located in the same manner as the County Auditor allocates the annual tax increment in that tax area that fiscal year.

_____ **OWNERS' INITIALS**

11. No Compensation. The OWNERS shall not receive any payment from the CITY in consideration for the obligations imposed under this

Agreement. The parties recognize and agree that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to the OWNERS as a result of assessed value of the PROPERTY because of the restrictions this Agreement imposes on the use and preservation of the PROPERTY.

12. Enforcement of Agreement. As an alternative to cancellation of the Agreement for breach of any condition as provided in Paragraph 8, the CITY may, in its sole discretion, specifically enforce, or enjoin the breach of the terms of this Agreement. In the event of a default, under the provisions of this Agreement by the OWNERS, the City shall give written notice to the OWNERS by registered or certified mail. If such violation is not corrected to the reasonable satisfaction of CITY within thirty (30) calendars days after the date of notice of violation, or within such reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within thirty (30) calendar days and thereafter diligently pursued to completion), the CITY may, without further notice, declare the OWNERS to be in breach under the terms of this Agreement, and may bring any action necessary to specifically enforce the obligations of the OWNERS growing out of the terms of this Agreement or apply for such other relief as may be appropriate under local, state, or federal law.

13. Indemnification. OWNERS shall indemnify, defend (with counsel reasonably acceptable to CITY) and hold harmless the City of Escondido, and all of its boards, commissions, departments, agencies, agents, officers, and employees from and against any and all actions, causes of actions, liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses (collectively the "Claims") incurred in connection with or arising in whole or in part from this Agreement, including without limitations:

- a. any accident, injury to or death of a person, loss of or damage to property incurring in or about the PROPERTY;
- b. the use or occupancy of the PROPERTY by the OWNERS,
their agents or invitees;
- c. the condition of the PROPERTY;
- d. any construction or other work undertaken by the OWNERS of the PROPERTY.

This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, experts and the CITY'S cost for investigating any Claims. The OWNERS shall defend the CITY and all of its boards, commissions, departments, agencies, agents, officers, and employees from any and all Claims even if such Claim is groundless, fraudulent, or false. The OWNERS' obligations under this Paragraph shall survive termination of this Agreement.

_____ OWNERS' INITIALS

14. Remedy If Agreement Not An Enforceable Restriction. In the event it is finally determined by a court of competent jurisdiction that this Agreement does not constitute an enforceable restriction within the meaning of the applicable provisions of the California Government Code and the California Revenue and Taxation Code, except for an unenforceability arising from the cancellation or nonrenewal of this Agreement, for any tax year during the life of this Agreement, then this Agreement shall be null and void and without further effect and the PROPERTY shall from that time forward be free from any restriction whatsoever under this Agreement without any payment or further act by the parties.

15. Condemnation Proceedings. If condemnation proceedings are filed against the PROPERTY, or if the PROPERTY is acquired by a public agency in lieu of condemnation proceedings, this Agreement shall be null and void. If the condemnation proceedings are subsequently abandoned or the acquisition rescinded, this Agreement shall be reactivated retroactively and shall be in full force and effect without the need for any further act by the parties.

16. Destruction of Property; Eminent Domain. If the PROPERTY is destroyed by fire or other natural disaster such that in the opinion of the CITY the historic value of the structure has been lost and a majority of the structure must be replaced, this Agreement will be cancelled. If the PROPERTY is acquired in whole or in part by eminent domain or other acquisition by an entity authorized to exercise the power of eminent domain, and the acquisition is determined by the CITY to frustrate the purpose of the Agreement, this Agreement shall be cancelled. No cancellation fee as set forth in Paragraph 10 above and pursuant to California Government Code sections 50280 et seq. shall be imposed if the Agreement is cancelled pursuant to this Paragraph.

17. Entire Agreement. This instrument and its attachments constitute the entire agreement between the parties. The parties shall not be bound by any terms, conditions, statements, or representations, oral or written, not contained in this Agreement. Each party hereby acknowledges that in executing this Agreement, the party has not been induced, persuaded, or motivated by any promise or representation made by the other parties, unless expressly set forth in this Agreement. All previous negotiations, statements, and preliminary instruments by the parties or their representatives are merged in this instrument and are of no force and effect.

18. Attorney's Fees. In the event legal proceedings are brought by any party or parties hereto, to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover its

reasonable attorney's fees in addition to court costs and other relief ordered by the court.

19. Modification. No modification of this Agreement shall be valid or binding unless the modification is in writing, signed by all parties, and recorded with the County Recorder for the County of San Diego.

20. Binding Effect. This Agreement shall be binding on and inure to the benefit of all parties herein, their heirs, successors-in-interest, legal representatives, assigns and all persons acquiring any part or portion of the PROPERTY, whether by operation of law or otherwise, and that any such person(s) shall have the same rights and obligations under this Agreement.

21. Choice of Law and Forum. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding to enforce any provision of this Agreement shall be brought in the San Diego Superior Court, North County Division.

22. Sale. If the PROPERTY is sold, the OWNERS shall notify the CITY of the sale and present to the CITY a signed statement from the new owners indicating that a copy of this Agreement, the list of scheduled improvements for the PROPERTY as set forth in Attachment B of this Agreement, and any amendments to this Agreement were provided to them.

23. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

24. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

25. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.

26. Notices. Any notice, delivery or other communication pursuant to this Agreement shall be in writing and shall be given to:

CITY: City Clerk
City of Escondido
201 N. Broadway
Escondido, CA 92025

OWNERS: Nolan L. Hutton and Morgen Oelckers
1102 South Juniper Street
Escondido, CA 92025

Any party may change his/her/its address by giving written notice to the other parties in the manner provided in this paragraph. Any notice, delivery, or other communication shall be effective and shall be deemed to be received by the other parties within five (5) business days after the notice has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above.

27. Notice to Office of Historic Preservation. The OWNERS or an agent of the OWNERS shall provide written notice of this Agreement to the Office of Historic Preservation within six months of entering into this Agreement. A copy of this notice shall also be provided to the CITY.

(Remainder of page left intentionally blank.)

28. Counterparts. This Agreement may be executed in any number of counterparts or by facsimile transmission, each of which will be deemed an original with the same effect as if all signatures were on the same instrument.

IN WITNESS WHEREOF, the CITY and the OWNERS have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Dated: _____

By: _____
Sam Abed, Mayor
(This signature must be notarized.)

Dated: _____

By: _____
Eva Heter, Interim City Clerk
(This signature must be notarized.)

OWNERS

Dated: _____

By: _____
Nolan L. Hutton
(This signature must be notarized.)

Dated: _____

By: _____
Morgen Oelckers
(This signature must be notarized.)

APPROVED AS TO FORM:

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

By: _____

ATTACHMENT "A"

LEGAL DESCRIPTION

For APN/Parcel ID(s): 233-580-48

THE NORTHWESTERLY 60.00 FEET OF THAT PORTION OF LOT 1 IN BLOCK 307 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JANUARY 10, 1886, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 1, DISTANT THEREON 404.10 FEET NORTHWESTERLY FROM THE INTERSECTION OF THE WEST LINE OF CHESTNUT STREET WITH THE NORTHEAST LINE OF JUNIPER STREET; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 107.50 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 130.00 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 107.50 FEET TO THE SOUTHEASTERLY LINE OF LAND DESCRIBED IN DEED TO EARL P. SCHNACK, ET UX, RECORDED NOVEMBER 1, 1927 IN BOOK 1268, PAGE 329 OF DEEDS; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING.

ATTACHMENT "B"

Mills Act Application

List of Improvements

Property Address: 1102 South Juniper Street

Property Owners: Nolan L. Hutton & Morgen Oelckers

1. Tent home to eliminate termite infestation (completed)
2. Treat soil around rear deck to eliminate subterranean termites (completed)
3. Replace decking (completed)
4. Repair hole in roof above dining room (completed)
5. Reroof entire house (completed)
6. Scrape repaint entire house, including siding, doors and windows (completed)
7. Replace water heater (flagged as unsafe by SDG&E) with a new tankless system (completed)
8. Install rain gutters to protect foundation (planned)
9. Repair/replace front fence damage (planned)
10. Repaint garage (planned)
11. Install concrete footing under bathroom to support original post on dirt (planned)
12. Replace furnace (planned)

RESOLUTION NO. 2018-179

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A MILLS ACT CONTRACT, ALSO KNOWN AS AN HISTORIC PROPERTY PRESERVATION AGREEMENT, WITH DOUGLAS A. NEWBERRY FOR THE LOCAL REGISTER LISTED PROPERTY LOCATED AT 329 EAST SEVENTH AVENUE

CASE NO. HP 18-0003

WHEREAS, the Mills Act is a state law enabling owners of designated historic properties to enter into an historic property preservation contract with their local legislative body and receive a property tax reduction; and

WHEREAS, Douglas A. Newberry has submitted a request to enter into a Historic Property Preservation Agreement ("Agreement") with the City for property located at 329 East 7th Avenue (APN 233-410-0200), more particularly described in Attachment "A" to Exhibit "A" to this Resolution; and

WHEREAS, this property qualifies for a Mills Act Contract since it was listed in the City's Local Register of Historic Places on September 20, 2018; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA") regulations, the project is categorically exempt from environmental review in accordance with CEQA Guidelines Section 15331, Class 31. "Historic Resources Restoration/Rehabilitation."

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

1. That the above recitations are true.

2. That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City, an Agreement with Douglas A. Newberry for the property located at 329 East 7th Avenue. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City Clerk
City of Escondido
201 N. Broadway
Escondido, CA 92025

HP 18-0003

THIS SPACE FOR RECORDER'S USE ONLY

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement is made and entered into by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter referred to as "the CITY") and Douglas A. Newberry (hereinafter referred to as "the OWNER").

Recitals

1. WHEREAS, the OWNER possesses and owns real property located within the City of Escondido, which property is more fully described in Attachment "A" to this Agreement (hereinafter "the PROPERTY"); and

2. WHEREAS, the PROPERTY is a qualified historical property in that it is privately owned, it is not exempt from property taxation, and it is listed in the Local Register of Historic Places; and

3. WHEREAS, both the CITY and the OWNER desire to carry out the purposes of Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code; and

4. WHEREAS, both the CITY and the OWNER desire to limit the use of the PROPERTY and to preserve the PROPERTY so as to retain its characteristics as a property of cultural, architectural, and historical significance.

Agreement

NOW THEREFORE, both the CITY and the OWNER, in consideration of the mutual promises, covenants, and conditions contained herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. Applicability of Government Code and Revenue and Taxation Code. This Agreement is made pursuant to Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code and is subject to all of the provisions of these statutes.

2. Preservation/Rehabilitation and Maintenance of Property. During the term of this Agreement, the PROPERTY shall be subject to the following conditions, requirements, and restrictions:

a. The OWNER agrees to preserve/rehabilitate and maintain the cultural, historical, and architectural characteristics of the PROPERTY during the term of this Agreement as set forth in the attached schedule of improvements identified as Attachment B.

b. The OWNER shall maintain all buildings, structures, yards, and other improvements in a manner which does not detract from the appearance of the immediate neighborhood. Prohibited property conditions include, but are not limited to:

- i. Dilapidated, deteriorating, or unrepaired structures, such as fences, roofs, doors, walls, and windows;
- ii. Scrap lumber, junk, trash, or debris;
- iii. Abandoned, discarded, or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, cans, containers, or similar items;
- iv. Stagnant water or excavations, including swimming pools or spas; and
- v. Any device, decoration, design, or structure, or vegetation which a reasonable person would determine to be unsightly by reason of its height, condition, or its inappropriate location.

c. All improvements and work performed on the PROPERTY shall meet, at a minimum, the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, the State Historical Building Code, and the applicable development codes of the City of Escondido.

d. If a code enforcement action has been instituted by the CITY, the CITY may request, and the OWNER shall submit within thirty (30) days, documentation of expenditures incurred and work performed by the OWNER within the last 24 months to accomplish items from the list of scheduled improvements for the PROPERTY as set forth in Attachment B of this Historic Property Preservation (Mills Act) Agreement. If the OWNER performs work on

the PROPERTY, rather than contracting with a third-party, the value of his/her labor shall be calculated at the market rate for such work performed. The OWNER shall be in substantial compliance with the scheduled improvements set forth in Attachment B when the expenditures incurred and work performed to accomplish the improvements are equal to or greater than the OWNER'S annual property tax savings for the last 24 months, as determined by the CITY, based upon the County Tax Assessor's valuation of the PROPERTY using the process set forth in Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

e. OWNER shall, within thirty (30) days after written notice from the CITY, furnish the CITY with any information the CITY shall require to enable the CITY to determine (i) the PROPERTY'S present state; (ii) the PROPERTY'S continued eligibility as a qualified historic property; and (iii) whether the OWNER is in compliance with this Agreement.

_____ **OWNER'S INITIALS**

3. Inspections. The OWNER agrees to permit periodic examinations/inspections of the interior and exterior of the PROPERTY by the CITY, the County Assessor, the Department of Parks and Recreation, and the State Board of Equalization as may be necessary to determine the OWNER'S compliance with this Agreement.

_____ **OWNER'S INITIALS**

4. Term of Agreement. This Agreement shall be effective and shall commence on January 1st of the year following the successful recordation of this document by the County Recorder's Office and shall remain in effect for a period of ten (10) years thereafter.

5. Automatic Renewal. On the tenth (10th) anniversary of this Agreement and on each successive anniversary date (hereinafter referred to as "the RENEWAL DATE"), one (1) year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is given as provided in Paragraph 6 below.

6. Notice of Nonrenewal. If, in any year, either the CITY or the OWNER desires not to renew this Agreement, that party shall serve a written notice of nonrenewal on the other party. If the OWNER elects to serve a notice of nonrenewal, the notice must be served on the CITY at least ninety (90) days prior to the RENEWAL DATE, otherwise one (1) additional year shall automatically be added to the term of this Agreement. Conversely, if the CITY elects to serve a notice of nonrenewal, the notice must be served on the OWNER at least sixty (60) days prior to the RENEWAL DATE, otherwise one (1) additional year shall

automatically be added to the term of this Agreement. The CITY may issue a notice of nonrenewal if the CITY determines improvements, maintenance, rehabilitation, renovation, and/or restoration of the PROPERTY is required for the PROPERTY'S continued eligibility as a qualified historic property. Upon receipt by the OWNER of a notice of nonrenewal from the CITY, the OWNER may make a written protest of the nonrenewal. The CITY may, at any time prior to the RENEWAL DATE, withdraw its notice of nonrenewal.

7. Effect of Notice of Nonrenewal. If, in any year, either party serves a notice of nonrenewal as provided in Paragraph 6 above, this Agreement shall remain in effect for: (1) the balance of the period remaining under the initial term of this Agreement; or (2) the balance of the period remaining since the last automatic renewal, whichever the case may be.

8. Cancellation. The CITY may cancel this Agreement if the CITY determines the OWNER: (a) has breached any of the conditions or covenants of this Agreement; (b) has allowed the PROPERTY to deteriorate to the point that it no longer meets the standards of a qualified historical property as defined in California Government Code section 50280.1; or (c) if the OWNER has failed to restore or rehabilitate the PROPERTY in the manner specified in Paragraph 2 of this Agreement.

_____ **OWNER'S INITIALS**

9. Notice of Cancellation. Notwithstanding the above, this Agreement cannot be cancelled until after the CITY has given notice and has held a public hearing as required by California Government Code section 50285.

10. Cancellation Fee. If the CITY cancels this Agreement in accordance with Paragraph 8, the OWNER shall pay those cancellation fees set forth in California Government Code sections 50280 et seq., described herein. Upon cancellation, the OWNER shall pay a cancellation fee of twelve and one-half percent (12-1/2%) of the current fair market value of the PROPERTY, which is to be determined by the County Assessor as though the PROPERTY were free and clear of any of the restrictions pursuant to this Agreement. The cancellation fee shall be paid to the County Auditor at the time and in the manner that the County Auditor shall prescribe and shall be allocated by the County Auditor to each jurisdiction in the tax rate area in which the PROPERTY is located in the same manner as the County Auditor allocates the annual tax increment in that tax area that fiscal year.

_____ **OWNER'S INITIALS**

11. No Compensation. The OWNER shall not receive any payment from the CITY in consideration for the obligations imposed under this

Agreement. The parties recognize and agree that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to the OWNER as a result of assessed value of the PROPERTY because of the restrictions this Agreement imposes on the use and preservation of the PROPERTY.

12. Enforcement of Agreement. As an alternative to cancellation of the Agreement for breach of any condition as provided in Paragraph 8, the CITY may, in its sole discretion, specifically enforce, or enjoin the breach of the terms of this Agreement. In the event of a default, under the provisions of this Agreement by the OWNER, the City shall give written notice to the OWNER by registered or certified mail. If such violation is not corrected to the reasonable satisfaction of CITY within thirty (30) calendars days after the date of notice of violation, or within such reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within thirty (30) calendar days and thereafter diligently pursued to completion), the CITY may, without further notice, declare the OWNER to be in breach under the terms of this Agreement, and may bring any action necessary to specifically enforce the obligations of the OWNER growing out of the terms of this Agreement or apply for such other relief as may be appropriate under local, state, or federal law.

13. Indemnification. OWNER shall indemnify, defend (with counsel reasonably acceptable to CITY) and hold harmless the City of Escondido, and all of its boards, commissions, departments, agencies, agents, officers, and employees from and against any and all actions, causes of actions, liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses (collectively the "Claims") incurred in connection with or arising in whole or in part from this Agreement, including without limitations:

- a. any accident, injury to or death of a person, loss of or damage to property incurring in or about the PROPERTY;
- b. the use or occupancy of the PROPERTY by the OWNER, their agents or invitees;
- c. the condition of the PROPERTY;
- d. any construction or other work undertaken by the OWNER of the PROPERTY.

This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, experts and the CITY'S cost for investigating any Claims. The OWNER shall defend the CITY and all of its boards, commissions, departments, agencies, agents, officers, and employees from any and all Claims even if such Claim is groundless, fraudulent, or false. The OWNER'S obligations under this Paragraph shall survive termination of this Agreement.

_____ **OWNER'S INITIALS**

14. Remedy If Agreement Not An Enforceable Restriction. In the event it is finally determined by a court of competent jurisdiction that this Agreement does not constitute an enforceable restriction within the meaning of the applicable provisions of the California Government Code and the California Revenue and Taxation Code, except for an unenforceability arising from the cancellation or nonrenewal of this Agreement, for any tax year during the life of this Agreement, then this Agreement shall be null and void and without further effect and the PROPERTY shall from that time forward be free from any restriction whatsoever under this Agreement without any payment or further act by the parties.

15. Condemnation Proceedings. If condemnation proceedings are filed against the PROPERTY, or if the PROPERTY is acquired by a public agency in lieu of condemnation proceedings, this Agreement shall be null and void. If the condemnation proceedings are subsequently abandoned or the acquisition rescinded, this Agreement shall be reactivated retroactively and shall be in full force and effect without the need for any further act by the parties.

16. Destruction of Property; Eminent Domain. If the PROPERTY is destroyed by fire or other natural disaster such that in the opinion of the CITY the historic value of the structure has been lost and a majority of the structure must be replaced, this Agreement will be cancelled. If the PROPERTY is acquired in whole or in part by eminent domain or other acquisition by an entity authorized to exercise the power of eminent domain, and the acquisition is determined by the CITY to frustrate the purpose of the Agreement, this Agreement shall be cancelled. No cancellation fee as set forth in Paragraph 10 above and pursuant to California Government Code sections 50280 et seq. shall be imposed if the Agreement is cancelled pursuant to this Paragraph.

17. Entire Agreement. This instrument and its attachments constitute the entire agreement between the parties. The parties shall not be bound by any terms, conditions, statements, or representations, oral or written, not contained in this Agreement. Each party hereby acknowledges that in executing this Agreement, the party has not been induced, persuaded, or motivated by any promise or representation made by the other parties, unless expressly set forth in this Agreement. All previous negotiations, statements, and preliminary instruments by the parties or their representatives are merged in this instrument and are of no force and effect.

18. Attorney's Fees. In the event legal proceedings are brought by any party or parties hereto, to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover its

reasonable attorney's fees in addition to court costs and other relief ordered by the court.

19. Modification. No modification of this Agreement shall be valid or binding unless the modification is in writing, signed by all parties, and recorded with the County Recorder for the County of San Diego.

20. Binding Effect. This Agreement shall be binding on and inure to the benefit of all parties herein, their heirs, successors-in-interest, legal representatives, assigns and all persons acquiring any part or portion of the PROPERTY, whether by operation of law or otherwise, and that any such person(s) shall have the same rights and obligations under this Agreement.

21. Choice of Law and Forum. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding to enforce any provision of this Agreement shall be brought in the San Diego Superior Court, North County Division.

22. Sale. If the PROPERTY is sold, the OWNER shall notify the CITY of the sale and present to the CITY a signed statement from the new owners indicating that a copy of this Agreement, the list of scheduled improvements for the PROPERTY as set forth in Attachment B of this Agreement, and any amendments to this Agreement were provided to them.

23. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

24. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

25. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.

26. Notices. Any notice, delivery or other communication pursuant to this Agreement shall be in writing and shall be given to:

CITY: City Clerk
City of Escondido
201 N. Broadway
Escondido, CA 92025

OWNER: Douglas A. Newberry
528 East 6th Avenue
Escondido, CA 92025

Any party may change his/her/its address by giving written notice to the other parties in the manner provided in this paragraph. Any notice, delivery, or other communication shall be effective and shall be deemed to be received by the other parties within five (5) business days after the notice has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above.

27. Notice to Office of Historic Preservation. The OWNER or an agent of the OWNER shall provide written notice of this Agreement to the Office of Historic Preservation within six months of entering into this Agreement. A copy of this notice shall also be provided to the CITY.

(Remainder of page left intentionally blank.)

28. Counterparts. This Agreement may be executed in any number of counterparts or by facsimile transmission, each of which will be deemed an original with the same effect as if all signatures were on the same instrument.

IN WITNESS WHEREOF, the CITY and the OWNER have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Dated: _____

By: _____
Sam Abed, Mayor
(This signature must be notarized.)

Dated: _____

By: _____
Eva Heter, Interim City Clerk
(This signature must be notarized.)

OWNER

Dated: _____

By: _____
Douglas A. Newberry
(This signature must be notarized.)

APPROVED AS TO FORM:

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

By: _____

ATTACHMENT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 21 OF STANLEY HEIGHTS ADDITION TO ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 245, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 7, 1887.

ASSESSOR'S PARCEL NUMBER: 233-410-02-00

ATTACHMENT “B”

Mills Act Application

List of Improvements

Property Address: 329 East 7th Avenue

Property Owner: Douglas A. Newberry

1. Replace wood shake roof with composite roofing (completed)
2. Repair drain/sewer system (completed)
3. Replace malfunctioning furnace with split system (completed)
4. Repair/fill openings in walls from former air conditioning (completed)
5. Divert sprinkler system away from house to prevent damage (completed)
6. Install rain gutters on garages (completed)
7. Repair/repaint house as needed (planned)
8. Replace water heater (planned)
9. Install rain gutters on house to divert water away from foundation (planned)
10. Trim back oak branches as needed to prevent roof damage (planned)

CITY COUNCIL STAFF REPORT

Consent Item No. 8

November 28, 2018

File No. 0640-30

SUBJECT: Adoption of Amendments to the Conflict of Interest Code for the City of Escondido

DEPARTMENT: City Attorney's Office

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2018-176, amending the Conflict of Interest Code for the City of Escondido pursuant to the Political Reform Act to update the list of designated public employees and public officials who are required to file a statement of economic interest and the disclosure categories

FISCAL ANALYSIS:

None.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

N/A

PREVIOUS ACTION:

The City adopted the Conflict of Interest Code pursuant to the requirements of the Political Reform Act in 1980. The City Council last amended the Conflict of Interest Code for the City of Escondido with Resolution No. 2016-137.

BACKGROUND:

The City of Escondido and its agencies are subject to the requirements of the Political Reform Act (California Government Code § 81000, *et seq.*) and regulations governing conflicts of interest. Government Code § 87200 specifically lists officials who are statutorily required to file a statement of economic interest. These officials include Councilmembers, City Manager, City Attorney, City Treasurer, Planning Commissioners, and City officials and employees who manage public investments and are known as "statutory filers."

In addition to these statutory filing requirements, the Political Reform Act requires the City of Escondido and its agencies to adopt and promulgate a Conflict of Interest Code that includes a list of designated positions and disclosure categories. Positions are designated based on the individuals in those positions making or participating in governmental decisions. Making a decision means voting

on a matter, approving the budget, adopting policy, making purchasing decisions and entering into contracts. Participation means negotiating the terms of a contract, writing the specifications of a bid, or advising or making recommendations to the decision maker or governing body without significant intervening substantive review.

The Political Reform Act requires each local government agency to review its Conflict of Interest Code biennially. As part of a biennial review, the proposed amendments readopt the latest version of the California Fair Political Practices Commission (FPPC) standard conflict of interest code and update the list of designated positions. The employees, consultants and contractors who fill designated positions will be required to complete FPPC Form 700 (Statement of Economic Interests) each year. This revision also deletes several analyst positions from the reporting requirements because the individuals are not decision makers and do not participate in decision making without significant review.

Based on the above, it is recommended that the City Council approve Resolution No. 2018-176.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Michael R. McGuinness, City Attorney
11/19/2018 3:41 p.m.

ATTACHMENTS:

1. Resolution No. 2018-176
2. Resolution No. 2018-176 – Exhibit “A”

RESOLUTION NO. 2018-176

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING THE CITY'S CONFLICT OF
INTEREST CODE PURSUANT TO THE
POLITICAL REFORM ACT

WHEREAS, the Political Reform Act, (California Government Code section 81000, et seq.) requires the City of Escondido ("City") and all local government agencies adopt and promulgate a conflict of interest code, adopt disclosure categories, and designate those public officials and employees who must comply with the requirements of the Code; and

WHEREAS, the California Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code; and

WHEREAS, after public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act; and

WHEREAS, on July 9, 1980, the City originally adopted the Fair Political Practices Commission's standard model conflict of interest code by Resolution No. 80-141, and has continued to maintain such a code in effect, together with disclosure categories and a list of those positions subject to the requirements of the conflict of interest code; and

WHEREAS, the Political Reform Act requires every local government agency to review its conflict of interest code biennially to determine whether the Code must be amended; and

WHEREAS, the City Council revised the City's Conflict of Interest Code,

Resolution No. 2016-137 in October 2016, and the City now desires to amend and update its Conflict of Interest Code including the list of designated positions.

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 Exhibit "A" is adopted and incorporated by this reference and shall be known as the City of Escondido's Conflict of Interest Code.

EXHIBIT A

California Fair Political Practices Commission Standard Code (2 CCR § 18730, Cal. Govt. Code section 87300, et seq.)

Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

- (A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;
- (B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and
- (C) The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.1-5.4) Omitted

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$470.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$470 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or

consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.
2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:
 - a. The date the loan was made.
 - b. The date the last payment of \$100 or more was made on the loan.
 - c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$470 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.1-9.2) Omitted

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.4) Omitted

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract

where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

END NOTES

¹ Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

² See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

³ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴ Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵ A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Government Code section 83112. Reference: Government Code sections 87103(e), 87300-87302, 89501, 89502 and 89503.

APPENDIX "1"**List of Designated Positions Required to File Form 700**

<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORY</u>
CITY ATTORNEY'S OFFICE	
Assistant City Attorney	2, 4, 6
Senior Deputy City Attorney	2, 4, 6
Deputy City Attorney	2, 4, 6
CITY CLERK	
City Clerk	2, 4, 6
Assistant City Clerk	2, 4, 6
Deputy City Clerk	2, 4, 6
CITY MANAGER'S OFFICE	
Assistant City Manager	2, 4, 6
Deputy City Manager	2, 4, 6
Economic Development Manager	2, 4, 6
COMMUNITY DEVELOPMENT	
Director of Community Development	3, 4, 6
Assistant Planning Director	3, 4, 6
Senior Planner	3, 4, 6
Associate Planner	3, 4, 6
Principal Planner	3, 4, 6
Building Official	3, 4, 6
Deputy Building Official	3, 4, 6
Code Enforcement Manager	3, 4, 6
Housing and Neighborhood Services Manager	2, 4, 6

<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORY</u>
COMMUNITY SERVICES	
Director of Communications & Community Services	2, 4, 6
Assistant Director of Community Services	2, 4, 6
Community Services Manager	7
Communications Officer	6
Tourism & Marketing Administrator	6
City Librarian	6
ENGINEERING SERVICES	
Director of Engineering Services/City Engineer	2, 4, 6
Assistant City Engineer	2, 3, 4, 6
Design and Construction Project Manager	2, 3, 4, 6
Principal Engineer	3, 4, 7
Real Property Manager	2, 3, 4, 6
PUBLIC WORKS	
Director of Public Works	2, 3, 4, 6
Assistant Director of Public Works	2, 3, 4, 6
Public Works Superintendent	2, 3, 4, 6
Deputy Director of Public Works/Maintenance	2, 3, 4, 6
Building Maintenance Superintendent	3, 6
Fleet Maintenance Superintendent	3, 6

<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORY</u>
FINANCE*	
Assistant Director of Finance	2, 4, 6
Finance Manager	6
Collections Officer	6
Purchasing Supervisor	6
Budget Manager	6
HUMAN RESOURCES	
Human Resources Manager	6
Risk and Safety Manager	6
Senior Human Resources Analyst	6
FIRE DEPARTMENT	
Fire Chief	2, 3, 4, 6
Fire Division Chief	3, 7
Fire Battalion Chief	3, 7
Fire Marshal	3, 7
Fire Administrative Services Manager	6
Emergency/Disaster Preparedness Manager	6
Emergency Medical Services Program Coordinator	6

* Officials Who Manage Public Investments:

It has been determined that the following positions manage public investments and will file a statement of economic interests pursuant to Government Code § 87200, et seq:

Investment Officer; Deputy City Manager / Administrative Services.

<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORY</u>
INFORMATION SYSTEMS	
Director of Information Systems	6
Applications Development Manager	6
Network Manager	6
Geographic Information Systems Manager	6
Public Safety Systems Manager	6
POLICE DEPARTMENT	
Chief of Police	2, 3, 6
Police Captain	2, 3, 6
Police Business Manager	2, 3, 6
Police Lieutenant	2, 3, 6
UTILITIES	
Director of Utilities	2, 3, 4, 6
Deputy Director of Utilities/Construction & Engineering	2, 3, 4, 6
Deputy Director of Utilities/Wastewater	2, 3, 4, 6
Deputy Director of Utilities/Water	2, 3, 4, 6
Utilities Construction Project Manager	2, 3, 4, 6
Canal Superintendent	3, 6
Wastewater Treatment Plant Superintendent	3, 6
Water Distribution Superintendent	3, 6
Water Treatment Plant Superintendent	3, 6
Utilities Maintenance Superintendent	3, 6
Lakes and Open Space Superintendent	3, 6
Laboratory Superintendent	3, 6
Environmental Programs Manager	3, 6

<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORY</u>
BOARDS AND COMMISSIONS	
Building Advisory and Appeals Board	3, 7
Environmental Advisory Commission	3, 7
Historic Preservation Commission	3, 7
Library Board of Trustees	3, 7
Public Art Commission	3, 7
Community Services Commission	3, 7
Transportation and Community Safety Commission	3, 7
Independent Districting Commission	1
CONSULTANTS	
Consultants	1

Designated Employees are those positions within this city who may exercise independent judgment and make or participate in the making of governmental decisions which may foreseeably have a material effect on any financial interest.

Persons in newly-created positions shall file under the broadest disclosure category in the agency's conflict-of-interest code until the agency amends its code to reflect the position. However, the City Manager or his designee may determine in writing that the broadest disclosure is not necessary and set interim disclosure that is more tailored to positions with a limited range of duties. In accordance with 2 Cal. Code of Regs. §18734, such written determination shall include a description of the newly-created position's duties and, based upon that description, a statement of the extent of disclosure requirements. Alternatively, the City Manager or his designee may complete Form 804, which satisfies the requirements of §18734. The City Manager or his designee's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

Consultant means an individual who, pursuant to a contract with a state or local government agency:

(A) makes a governmental decision whether to

- (1) approve a rate, rule or regulation;
- (2) adopt or enforce a law;

- (3) issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order or similar authorization or entitlement;
- (4) authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval;
- (5) grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract;
- (6) grant agency approval to a plan, design, report, study, or similar item;
- (7) adopt, or grant agency approval of policies, standards, or guidelines for the agency, or for any subdivision thereof; or

(B) serves in a staff capacity with the agency and in that capacity performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code.

The City Manager or his designee may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. In accordance with 2 Cal. Code of Regs. §18734, such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. Alternatively, the City Manager or his designee may complete Form 805, which satisfies the requirements of §18734. The City Manager or his designee's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

Disclosure Categories

General Provisions – The Political Reform Act, Cal. Govt. Code §81000, *et seq.*, requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission and disclosure categories are set forth, constitute the conflict of interest code of the City of Escondido.

Pursuant to §4 of the standard code, designated employees shall file statements of economic interests with the City Clerk.

Disclosure Categories –

Category 1: All investments, business positions, and sources of income (including loans, gifts,** and travel payments) from sources located or doing business in the City of Escondido; All interests in real property located in the City of Escondido or within two miles of any land owned or used by the City of Escondido;

Category 2: All interests in real property located in the City of Escondido;

Category 3: All investments, interests in real property and sources of income (including loans, gifts, and travel payments) subject to the regulatory, permit or licensing authority of the City of Escondido;

Category 4: Investments in business entities and sources of income (including loans, gifts,** and travel payments) which engage in land development, construction or the acquisition or sale of real property;

Category 5: All interests in real property located within two miles of any land owned or used by the City of Escondido;

Category 6: Investments in business entities and sources of income (including loans, gifts,** and travel payments) of the type which, within the past two years, have contracted with the City of Escondido to provide services, supplies, materials, machinery, or equipment;

Category 7: Investments in business entities and sources of income (including loans, gifts,** and travel payments) of the type which, within the past two years, have contracted with the designated employee's department or board or commission, to provide services, supplies, materials, machinery or equipment.

CITY COUNCIL STAFF REPORT

Consent Item No. 9

November 28, 2018

File No. 0480-70

SUBJECT: Active Transportation Program (ATP) Grant Agreements

DEPARTMENT: Engineering Services Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-182 authorizing the Director of Engineering Services/City Engineer or her designee to execute grant agreements and complete all forms for the Active Transportation Grant Program for the Juniper Elementary Safe Routes to School and Escondido Creek Trail Crossing Projects.

FISCAL ANALYSIS:

Grant funding in the amount of \$1,336,000 is provided for the Juniper Elementary Safe Routes to School (SR2S) project with the City providing a \$50,000 match of TransNet funds. Grant funding in the amount of \$1,632,000 is provided for the Escondido Creek Trail Crossing project with no City match.

BACKGROUND:

In June 2016, the City Council authorized staff to apply for ATP grants for the Juniper Elementary Safe Routes to School project and the Escondido Creek Trail Crossings project. The City was selected to receive funding for both projects and in March 2018 "augmentation" funding was approved to allow the projects to move forward earlier in the funding cycle. Staff requests that the Director of Engineering Services be authorized to execute the grant agreements and complete all activities/forms for grant administration.

The Juniper Elementary Safe Routes to School project fills in gaps in the sidewalk on Juniper Street between Chestnut Street and Vermont Avenue. It also provides bicycles lanes, upgraded crosswalks and improves the intersection of Escondido and Felicita to provide pedestrian countdown timers, enhanced crosswalk striping and protected left turns.

The Escondido Creek Trail Project improves trail roadway crossings between Juniper Street and Citrus Avenue to provide crosswalks, lighting, pedestrian ramps and flashing beacons or signalized crossings as required to improve public safety.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services
11/19/2018 5:26 p.m.

ATTACHMENTS:

1. Resolution No. 2018-182

RESOLUTION NO. 2018-182

A RESOLUTION AUTHORIZING THE
EXECUTION OF GRANT AGREEMENTS FOR
THE JUNIPER ELEMENTARY SAFE ROUTES
TO SCHOOL PROJECT AND THE
ESCONDIDO CREEK TRAIL CROSSINGS
PROJECT

WHEREAS, the Legislature and Governor of the State of California have provided funds for the Active Transportation Program ("ATP") under Senate Bill 99, Chapter 359, and Assembly Bill 101, Chapter 354; and

WHEREAS, the California Transportation Commission ("CTC") has statutory authority for the administration of the ATP and established necessary procedures; and

WHEREAS, City of Escondido has submitted applications to receive ATP funds for the Juniper Elementary Safe Routes to School Project and Escondido Creek Trail Crossings Project.

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

1. That the above recitations are true.
3. That the City of Escondido authorizes the Director of Engineering Services/City Engineer or her designee to execute grant agreements and all forms necessary to receive grant funding.

CITY COUNCIL STAFF REPORT

Consent Item No. 10

November 28, 2018

File No. 0680-50

SUBJECT: Repeal Escondido Municipal Code Chapter 18, Article 2, Community Services Commission

DEPARTMENT: Communications & Community Services Department

RECOMMENDATION:

It is recommended that the City Council introduce Ordinance No. 2018-24 to repeal Escondido Municipal Code Chapter 18, Article 2, Community Services Commission.

PREVIOUS ACTION:

The City Council last made changes to the Escondido Municipal Code Chapter 18, Article 2 in August 2016, to reduce the term length of the Youth Commissioner, and previously in July 2012 to add a youth representative and change the name of the Commission.

BACKGROUND:

The Community Services Commission (CSC) was first created in 2000. The membership of this particular commission is somewhat complex: it includes nine members of the public who are appointed by the Mayor. The Mayor must select at least one member, who must be recommended by the Escondido Union High School District Board of Trustees, another member who must be recommended by the Escondido Union (elementary) School District Board of Trustees, and yet another member must be a youth at least sixteen years old. All members serve a four-year term with the exception of the youth commissioner who serves a one-year term. The Commission meets four times each year, regardless of agenda or schedule. For the past three years, only three of the four quarterly meetings were held due to lack of a quorum.

The Commission has no independent authority and is advisory only. The Escondido Municipal code states that the "commission shall act in an advisory capacity to the City Council and staff in all matters pertaining to community services. This includes matters pertaining to community recreation programs and development, park areas and facilities, community beautification projects and any other community service as determined by the commission, city council, or staff...." In practice, the CSC has rarely provided advice to the City Council.

The Municipal Code also states, "The commission shall continuously advise the community services director on the development of recreational areas, facilities, recreational services, and in the improvement of such services and programs, and in matters related to the development of parks, and facilities for recreational programs." This rarely occurs, and it should be noted that the Community

Services Director reports directly to the City Manager, who obtains policy direction from the City Council.

Several of the current, individual commissioners have questioned the need for the CSC. Public attendance at meetings of the CSC is sparse.

Most CSC meetings involve the Commission receiving staff reports and taking no action. A review of CSC meeting minutes from 2016 through the present indicates that occasionally, the CSC directed staff to investigate matters, but after staff responded, no substantive action occurred. City staff expends significant amounts of time preparing detailed reports simply in an endeavor to bring the Commission up to date on pertinent issues. For example, in October 2016, staff prepared a detailed 26-page report on the potential harmful effects of rubber infill, but the Commission took no action. In January 2017, the Commission asked the staff to investigate the feasibility of opening additional dog parks but again, the Commission took no action. In another instance, the Commission reviewed and approved the staff recommendation for the El Caballo Park Natural Exploration Area, but the City Council had already approved the land lease for the project and did not need further CSC advice.

A 2016 agenda references four subcommittees (Site Committee, Revenue & Operations Review, Community Activities, and Facility Use) where no subcommittee meetings occurred.

Additionally, the opportunity for dialogue and partnership with representatives of the public school districts is achieved through their participation in the City Council's High School/Elementary School District Council Subcommittee.

Operating efficiently is critical for City staff, particularly in times of economic challenges. More importantly, staff resources should be allocated to public service where the time and money can be most effective and serve the greatest number of citizens. In short, the continued existence of the Community Services Commission serves no discernible, measurable public benefit, and drains significant staff time from the Community Services Department. Therefore, it is recommended that this commission be eliminated from the City repertoire of boards and commissions.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Danielle Lopez, Assistant Director of Community Services
11/19/2018 4:35 p.m.

ATTACHMENTS:

1. Ordinance No. 2018-24

ORDINANCE NO. 2018-24

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
REPEALING ESCONDIDO MUNICIPAL CODE
CHAPTER 18 COMMUNITY SERVICES
DEPARTMENT, ARTICLE 2 COMMUNITY
SERVICES COMMISSION

WHEREAS, the City Council of the City of Escondido seeks to repeal Escondido Municipal Code Chapter 18, Article 2 Community Services Commission.

Now, therefore, the City Council of the City of Escondido, California, DOES
HEREBY ORDAIN AS FOLLOWS:

SECTION 1. That Escondido Municipal Code Chapter 18 Community Services Department, Article 2 Community Services Commission is hereby repealed.

SECTION 2. That if any section, subsection sentence, clause, phrase or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 3. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. That the City Clerk is hereby directed to certify to the passage of this Ordinance and to cause the same or a summary to be prepared in accordance with Government Code Section 36933, to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

ORDINANCE NO. 2018-20

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING ARTICLES 1, 6, 16, 26, 30, 39, 40,
41, 45, 46, 56, 57, 65, AND 73 OF THE
ESCONDIDO ZONING CODE TO ADDRESS
CHANGES IN STATE LAWS, CORRECT
ERRORS, AND IMPROVE EXISTING
REGULATIONS

APPLICANT: City of Escondido
PLANNING CASE NO.: AZ 18-0007

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

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

SECTION 2. The Planning Commission conducted a public hearing on September 11, 2018, to discuss the proposed amendments to the Zoning Code, consider and consider public testimony, and make a recommendation to the City Council.

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

- a. Written information;
- b. Oral testimony from City staff, interested parties, and the public;
- c. The staff report, dated September 11, 2018, which along with its attachments, is incorporated herein by this reference as though fully set forth herein; and

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

CITY COUNCIL STAFF REPORT

Public Hearing Item No. 12

November 28, 2018

File No. 0800-10

SUBJECT: Tentative Subdivision Map Modification, Extension of Time and Development Agreement (SUB 16-0012, PHG 18-0028, and TR 878)

DEPARTMENT: Community Development Department, Planning Division

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-170 approving a modification and extension of time to a previously approved Tentative Subdivision Map at 323 Lion Valley Road; and introduce Ordinance No. 2018-21 to approve a Development Agreement to extend the term of the Tentative Subdivision Map to July 11, 2020.

PROJECT DESCRIPTION:

The project includes a series of actions to modify and extend the life of a previously approved ten (10) lot Tentative Subdivision Map (SUB16-0012) on approximately 3.19 acres, which is located west of Lion Valley Road, south of Bear Valley Parkway, addressed as 323 Lion Valley Road. The proposed modification to the map is necessary to revise the design and project conditions of approval to conform to current storm water standards, eliminate an extraneous emergency access road to Bear Valley Parkway, revise retaining wall design and locations, allow for an increase in the height of the retaining walls along the northern property boundary up to approximately six feet in height in limited locations due to existing topographic constraints, modify pad grading and accommodate off-site grading/improvements. The number of lots would remain the same and pad elevations along the northern property boundary would remain in conformance with the previous Tentative Map. The project also includes a request for an Extension of Time and a proposed Development Agreement to extend the expiration date of the map to July 11, 2020. The project relies on previously adopted environmental determinations prepared for the project.

FISCAL ANALYSIS:

The proposed project is a private development project that will require the payment of fees in effect at the time permits are requested. Per the terms of the proposed Development Agreement, the applicant would provide for a public benefit through a cash payment of \$10,000 towards necessary infrastructure improvements within Kit Carson Park.

PLANNING COMMISSION RECOMMENDATION:

On October 23, 2018, the Planning Commission voted 5-1-0 (Commissioner Garcia voting no) to recommend the City Council approve the proposed modification to the Tentative Subdivision Map, Extension of Time and Development Agreement based upon the findings and conditions of approval.

Written and oral testimony was received by the Planning Commission at their meeting on October 23, 2018. The testimony was limited to the applicant and project proponent team (i.e. consultants) speaking in favor of the project. No other testimony from the public was given. Although the applicant spoke in favor of the project, the applicant requested relief from two (2) Engineering Conditions of Approval regarding the requirement to grind and overlay the existing off-site length of Lion Valley (from Bear Valley Parkway to the terminus of the existing roadway) and to install approximately 400 feet of off-site storm drain in Bear Valley Parkway. The requirement for the off-site street repairs was a condition of the originally approved Tentative Map in 2005. The required off-site storm drain improvements are necessary to direct the storm water runoff from the project to existing storm drain facilities in Bear Valley Parkway. The Engineering Services Division added these conditions to avoid placing treated storm water from the site within Bear Valley Parkway and also eliminate additional on-street surface drainage to existing downstream storm water facilities. In consideration of the discussion, the Planning Commission supported staff's recommendation and did not modify any Condition of Approval.

The Planning Commission staff report is provided in Attachment A. Draft Meeting Minutes are provided as Attachment B.

BACKGROUND:

A Tentative Subdivision Map for a 10 (ten) lot single-family residential subdivision originally was approved by the Planning Commission on January 11, 2005. An approved Tentative Map does not divide the property, rather it sets the conditions under which a division can occur. To actually divide the property an applicant must file and record a Final Map prior to its expiration date, unless a time extension is granted in conformance with the provisions of the Subdivision Map Act and City's Subdivision Ordinance. The Tentative Subdivision Map originally was approved for three (3) years and was scheduled to expire in 2008. The Planning Commission approved a three (3) year extension of time in 2008, which extended the Tentative Map until 2011. Previous State legislative actions (AB 333, AB 208 and AB116) automatically extended the Tentative Map until January 11, 2017. The map still is eligible for a local time extension up to two (2) additional years in accordance with the City's Subdivision Ordinance (Chapter 32) which would extend the Tentative Map until January 11, 2019. The applicant submitted a local time extension request on December 29, 2016, which was received prior to the January 11, 2017 expiration date. This action suspends expiration of the map until a final decision is made regarding the extension request.

Since the map was approved in 2005, the original project applicant/owner submitted plans to begin the map recordation process, but did not pursue the project any further beyond the three-year extension request in 2008. The property subsequently sold and the new applicant/owner has been working on a modification to the Tentative Map to incorporate the necessary drainage/storm water features in conformance with the City's storm water requirements; redesign the street to the Suburban design; accommodate updated water infrastructure requirements and necessary easements; and to eliminate the secondary emergency access, which is no longer required by the Fire Department. The applicant also has recently obtained the necessary permission from an

adjacent property owner for proposed off-site grading/improvements necessary to support the current project design and retaining wall along the bulb of the cul-de-sac. Although the applicant has been able to redesign the project to conform to current standards and has obtained the necessary permission for off-site grading improvements, the applicant indicated there is not sufficient time left to prepare all of the necessary improvement plans to record the map allowed by the initial requested two (2) year extension to January 11, 2019. Therefore, the applicant is also requesting a Development Agreement for the project that would allow an additional 18-month extension beyond the scheduled expiration date of January 11, 2019, that would extend the project entitlement to July 11, 2020.

An extension of time is not automatic and the purpose of this agenda item is to review and consider the extension request. The City has the ability to review whether or not an approval should be extended given any changes in circumstances that might have occurred in the intervening years, and to revise the project conditions of approval accordingly. The criteria for determining the appropriateness for granting an extension of time is based on the map's compliance with the City's current General Plan, Zoning Ordinance, and the requirements of the California Environmental Quality Act (CEQA). Staff supports the originally requested two (2) year extension of time and additional 18-month extension requested through the proposed Development Agreement because the project is consistent with the General Plan policies and density provisions, which allows for the development of single-family residential development on the project site. The project has been designed to conform with current zoning and storm water requirements, and all of the lots provide sufficient pad size and appropriate configuration to accommodate a single-family residence and the necessary on-site parking. The proposed modifications to the Tentative Map and Extension of Time also are in conformance with the California Environmental Quality Act (CEQA) as the project would not result in a significant impact to the environment. In staff's opinion, no significant issues remain unresolved through compliance with code requirements and the recommended conditions of approval. The original Planning Commission staff report for Tract 878 and adopted Negative Declaration may be viewed on the City's web site at the following link:

<https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/LionValley/LionValleyPCreportsTR878.pdf>

ANALYSIS:

General Plan

The General Plan land-use designation is Suburban, which allows a maximum density of up to 3.3 dwelling units per acre (du/ac). The project density of 3.13 du/ac is consistent with the Suburban designation. All lot sizes also would be consistent with the required minimum net lot area of 10,000 SF. The project will be required to conform to the provisions of the Citywide Facilities Plan through the payment of fees to ensure the Quality of Life Standards will continue to be met.

Proposed Tentative Map Modifications

Street Design - The original Tentative Map proposed a standard residential street design of 56-foot right-of-way with 36 feet curb-to-curb width with sidewalk and parking on both sides. In order to provide slightly larger and more usable lots for the future homes and to accommodate the necessary on-site storm water features, the applicant has modified the map to utilize the Suburban street standard, which allows for a narrower street (28 feet curb-to-curb width) with sidewalk and parking along one side of the street. The Suburban standard is allowed for project with minimum 10,000 SF lots, but requires each lot to provide parking for a minimum of six cars on each lot (typically a three-car garage and three cars in the driveway) along with on-street parking of 1.5 spaces per lot. This would require a minimum of 15 on-street spaces and the project could provide up to 17 on-street spaces depending on the final design of the roadway and placement of the driveways. The project has been conditioned to complete the off-site portion of the street at the 90-degree knuckle. An adjacent property owner to the east of Lot 1 (APN 231-101-08) has constructed fencing and other structures within the existing right-of-way that will need to be removed when Lion Valley Road is extended and fully improved on- and off-site. The applicant will need to coordinate with the adjacent property owner regarding any necessary replacement of private improvements and landscaping within the parkway area. Maintenance of any off-site parkways is the responsibility of the adjacent homeowner's that front onto the improvements in accordance with the City's Municipal Code.

The previous approved design required a 24-foot-wide secondary emergency access at the terminus of the cul-de-sac out to Bear Valley Parkway. This required the applicant to obtain the necessary easements for the road and any off-site grading/slopes. The Fire Department indicated the secondary access is no longer required and has been eliminated from the design. This reduces the amount of off-site improvements and grading required for the project; potential impacts to the adjacent parcel(s) on the east; and long-term HOA maintenance responsibilities for the future road and gate. However, the Utilities Division requires water lines to be looped which would require the new water line extension in Lion Valley Road to connect to the existing main in Bear Valley Parkway. In order to accommodate the necessary improvements, a minimum 25-foot-wide public easement is required through Lot 6 to accommodate the public water line and private storm drain. This would affect the development potential for Lot 6. Therefore, the applicant has included a concept design that demonstrates the ability to develop a reasonably sized home and usable open space area on the lot. The paved public easement also would serve as the driveway to the garage, and parking also would be allowed on the easement.

Grading Design and Retaining Walls - The proposed lot sizes range from approximately 10,006 SF to 12,628 SF, which would be similar to the originally approved map, and the number of lots remains the same at ten. Lot 10 was increased in size to accommodate the necessary storm water basin and to provide suitable development area. The height of the proposed lots along the northern boundary and potential visual and privacy impacts to the adjacent homes was an issue with the original project design, and the project was conditioned to limit retaining wall/fill slope heights along for the northern lots (Lots 6 – 10) to a maximum of five feet in height. This also limited set the pad elevations for the lots. The proposed revisions to the Tentative Map has retained the same pad elevations for Lots 6 –

10 to continue to address this issue, but more detailed improvement/grading plans indicates the restriction on the wall/slope height of maximum five feet in height may not be feasible in all instances due to the existing topography along the property boundary. In some areas along the property boundary, the visible wall height facing the adjacent property owners may vary to accommodate for the existing topographic conditions, but the primary issue to restrict the pad heights would remain as originally approved for these lots. The project conditions that restricted the wall to a maximum of five feet has been modified to allow for these topographic constraints. The original map also was conditioned to install a six-foot-high wooden fence along the northern property boundary (on top of the retaining walls/slopes) to limit potential overlooking into the adjacent lots which has also been retained with the proposed modification. However, the condition has been modified to provide a more aesthetically pleasing type vinyl fence rather than a standard good neighbor type fence due to the overall height of the combination retaining wall and fence. The cut slopes for the southern lot have been reduced in height, which would not have any impacts to the adjacent properties. In staff's opinion, no significant issues remain unresolved through compliance with code requirements and the recommended conditions of approval.

Storm Water Design - In order to conform to current storm water requirements to retain and treat storm water runoff from the project site and street, the project was redesigned to incorporate several on- and off-site storm water improvements. These features include four storm water basins located on Lots 1, 6, 7 and 10. The basin on Lot 10 is the largest and designed to handle and treat the bulk of the storm water runoff. The smaller basin on Lot 1 would accommodate runoff from Lot 1 and a small portion of the runoff from eastern section of Lion Valley Road. The smaller basins on Lots 6 and 7 are designed to accommodate the runoff from the individual lots, as they are located at a lower elevation than the street. The largest basin would be located on Lot 1 and would be maintained by the homeowners' association, while the other lots could be maintained by the HOA and/or individual owners, subject to the appropriate maintenance provisions/agreements. Fencing along the rear and western side of the larger basin is required to be open decorative type metal tubular fencing.

Development Agreement

The proposed development agreement is requested to extend the life of the 10-lot Tentative Map and associated entitlements 18 months beyond the scheduled expiration date until July 11, 2020. The following Development Agreement Terms sets forth the individual points in the proposed agreement as recommended by the City Attorney, City Manager's Office, Engineering Division and Community Development Division, and negotiated with the project applicant. Staff supports the proposed terms of the agreement and believes that 18 months is sufficient time for the applicant to prepare the necessary plans (i.e., grading, landscape, final map, improvement plans, etc.) and to record the map. The terms also provide for a public benefit through a cash payment of \$10,000 towards the necessary infrastructure improvements within Kit Carson Park. The full Development Agreement document is provided as Exhibit B to City Council Ordinance No. 2018-21.

Development Agreement Draft Terms

1. 10 residential lots on 3.19 acres for Escondido Subdivision Map 878 (SUB16-0012)
2. 18-month term for the Development Agreement (land-use entitlements only).
3. Cash payment of \$10,000 to be used by the City for infrastructure/roadway maintenance within Kit Carson Park.

ENVIRONMENTAL REVIEW:

A Negative Declaration (City File No. ER 2004-16) was adopted for the project in 2005. All of the requirements of the California Environmental Quality Act (CEQA) have been met and no additional environmental review is required in conformance with CEQA Section 15162(a) "Use of Previous Document." The project does not include any substantial changes, which would require any revisions to the environmental document due to the involvement of new significant effects, or a substantial increase in the severity of previously identified significant effects.

PUBLIC INPUT:

Staff has not received any comments from the public regarding the proposed project modifications, extension of time, or Development Agreement. Public testimony was received by the Planning Commission at their meeting on October 23, 2018, which has been summarized herein. None of the issues raised or discussed at the Planning Commission meeting warrants change to staff's recommendation.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Mike Strong, Assistant Director of Planning
11/19/2018 4:03 p.m.

ATTACHMENTS:

1. Attachment 1 – Planning Commission staff report (October 23, 2018)
2. Attachment 2 – October 23, 2018 Meeting Minutes
3. Resolution No. 2018-170
4. Resolution No. 2018-170 – Exhibits A, B and C
5. Ordinance No. 2018-21
6. Ordinance No. 2018-21 – Exhibits A and B

PLANNING COMMISSION

Agenda Item No.: G.1
Date: October 23, 2018

CASE NUMBER: SUB 16-0012 and PHG 18-0028, related to Case No. TR 878

APPLICANT: Oleander Partners, LLC

LOCATION: Approximately 3.19 acres generally located east of Lion Valley Road, south of Bear Valley Parkway, addressed as 323 Lion Valley Road

TYPE OF PROJECT: Tentative Subdivision Map Modification, Extension of Time, and Development Agreement

PROJECT DESCRIPTION: A modification to a previously approved ten-lot Tentative Subdivision Map (TR 878) to revise the design and project conditions of approval to conform to current storm water standards, eliminate an extraneous emergency access road to Bear Valley Parkway, revise retaining wall design and locations, allow for an increase in the height of the retaining walls along the northern property boundary up to approximately six feet in height in limited locations due to existing topographic constraints, modify pad grading and accommodate off-site grading/improvements. The number of lots would remain the same and pad elevations along the northern property boundary would remain in conformance with the previous Tentative Map. The project also includes a request for an Extension of Time and a proposed Development Agreement to extend the expiration date of the map to July 11, 2020 (18 months). The project relies on previously adopted environmental determinations prepared for the project.

STAFF RECOMMENDATION: Approval, subject to conditions

GENERAL PLAN DESIGNATION: Suburban (up to 3.3 du/ac)

ZONING: R-1-10 (Single-Family Residential, 10,000 SF min. lot size)

BACKGROUND/SUMMARY OF ISSUES:

A Tentative Subdivision Map for a 10-lot single-family residential subdivision was approved by the Planning Commission on January 11, 2005. An approved Tentative Map does not divide the property, rather it sets the conditions under which a division can occur. To actually divide the property an applicant must file and record a Final Map prior to its expiration date, unless a time extension is granted in conformance with the provisions of the Subdivision Map Act and City's Subdivision Ordinance. The Tentative Subdivision Map originally was approved for three years and was scheduled to expire in 2008. The Planning Commission approved a three-year extension of time in 2008 which extended the Tentative Map until 2011. Previous State legislative actions (AB 333, AB 208 and AB116) automatically extended the Tentative Map until January 11, 2017. The map still is eligible for a local time extension up to two additional years in accordance with the City's Subdivision Ordinance (Chapter 32) and the Subdivision Map Act which would extend the Tentative Map until January 11, 2019. The applicant submitted a local time extension request on December 29, 2016, which was received prior to the January 11, 2017 expiration date. This action suspends expiration of the map until a final decision is made regarding the extension request.

Since the map was approved in 2005, the original project applicant/owner submitted plans to begin the map recordation process, but did not pursue the project any further beyond the three-year extension request in 2008. The property subsequently sold and the new applicant/owner has been working on a modification to the Tentative Map to incorporate the necessary drainage/storm water features in conformance with the City's storm water requirements; redesign the street to the Suburban design; accommodate updated water infrastructure requirements and necessary easements; and to eliminate the secondary emergency access, which is no longer required by the Fire Department. The applicant also has recently obtained the necessary permission from an adjacent property owner for proposed off-site grading/improvements necessary to support the project design and retaining wall along the bulb of the cul-de-sac. Although the applicant has been able to redesign the project

to conform to current standards and has obtained the necessary permission for off-site grading improvements, the applicant indicated there is not sufficient time left to prepare all of the necessary improvement plans to record the map allowed by the initial requested two-year extension to January 11, 2019. Therefore, the applicant is also requesting a Development Agreement for the project that would allow an additional extension beyond the discretionary extensions totaling five years (expiration date of January 11, 2019). Pursuant to Government Code Section 66452.6(a)(1), a Tentative Map subject to a Development Agreement may be extended for the period of time provided for in the agreement, but not beyond the duration of the agreement.

An extension of time is not automatic and the purpose of this agenda item is to review and consider the extension request. The City has the ability to review whether or not an approval should be extended given any changes in circumstances that might have occurred in the intervening years, and to revise the project conditions of approval accordingly. The criteria for determining the appropriateness for granting an extension of time is based on the map's compliance with the City's current General Plan, Zoning Ordinance, and the requirements of the California Environmental Quality Act (CEQA). Because legal authority exists for combining various extension strategies for maximum relief, City staff supports the originally requested two-year extension of time and additional 18-month extension requested through the Development Agreement. The project is consistent with the General Plan policies and density provisions which allows for the development of single-family residential development on the project site. The project has been designed to conform with current zoning and storm water requirements, and all of the lots provide sufficient pad size and configuration to accommodate a single-family residence. The proposed modifications to the Tentative Map and Extension of Time also are in conformance with the California Environmental Quality Act (CEQA) as the project would not result in a significant impact to the environment. In staff's opinion, no significant issues remain unresolved through compliance with code requirements and the recommended conditions of approval. The original Planning Commission staff reports and adopted Mitigated Negative Declaration may be viewed on the City's web site at the following link:

<https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/LionValley/LionValleyPCreportsTR878.pdf>

Staff feels the issues are as follows:

1. Appropriateness of the project design and grading, and whether the proposed modifications would be compatible with surrounding development.
2. Appropriateness of the two-year discretionary extension and 18-month Development Agreement extension of time.

REASONS FOR STAFF RECOMMENDATION:

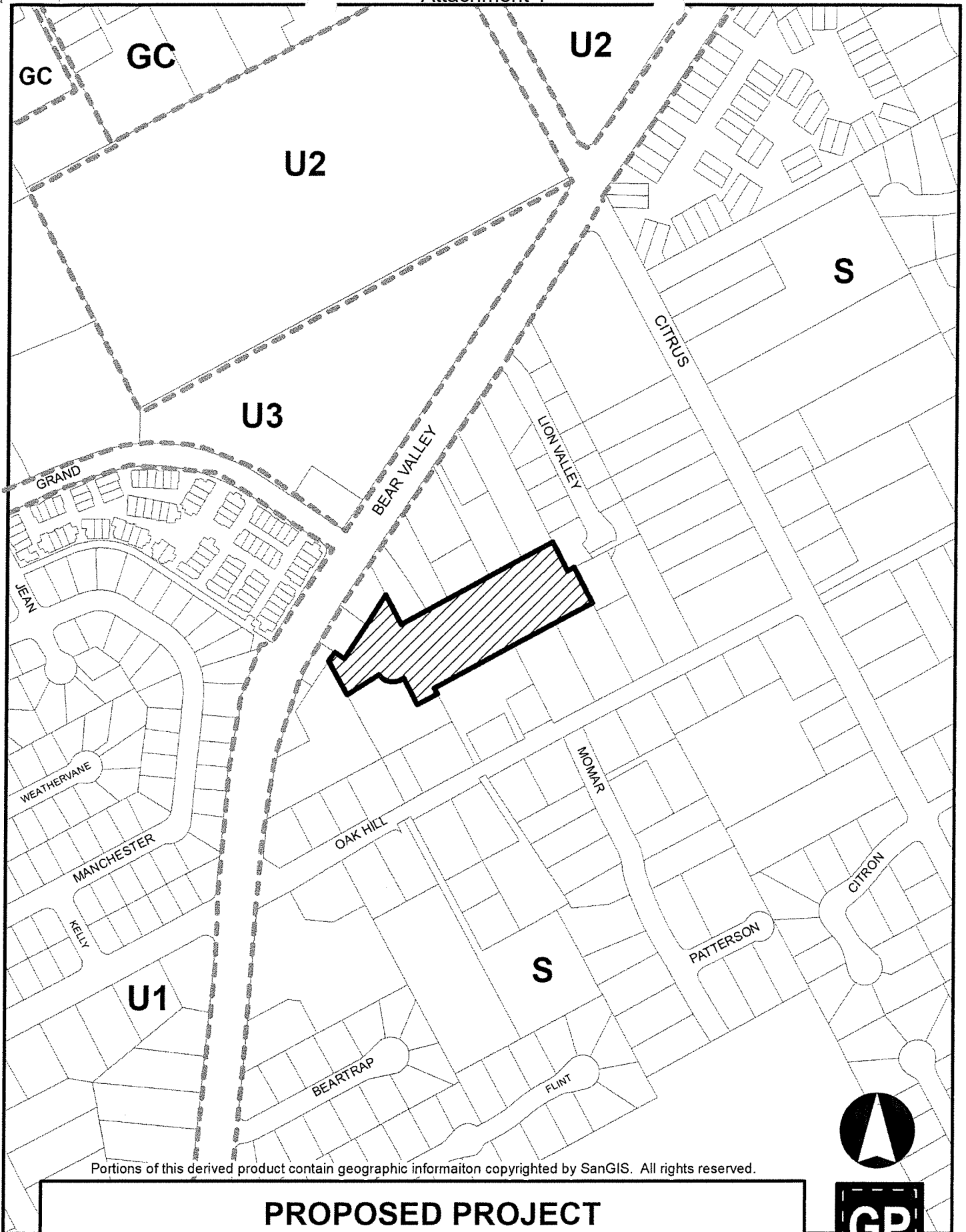
1. Staff believes the proposed development of the ten lots for the subject site (and modification to a previously approved ten-lot Tentative Subdivision Map) would be appropriate because the project density and lot sizes are consistent with the Suburban land-use designation and R-1-10 zoning designation. The lots sizes ranging from approximately 10,000 SF to 12,628 SF would be compatible to the range of lots sizes throughout the surrounding neighborhood. The project layout and grading design provides adequate pad area to support the development of reasonably sized homes and usable yard area without the need for extensive manufactured slope/grades. The design and orientation of the lots would not create any adverse visual or compatibility impacts with adjacent lots. Adequate access and public utilities/services could be provided to the site. The proposed street design is appropriate for this development because the project design could accommodate a minimum of six cars on each lot (typical three in a garage and three in the driveway) along with a minimum of 1.5 on-street spaces per lot in accordance with the Suburban Street Design Standard. The proposed grading design would be in substantial conformance with the previously approved design and would not result in any adverse impacts to adjacent properties.
2. Uncapped by statute as to duration, a Development Agreement can be used to extend the life of a Tentative Map for the life of the Development Agreement (Government Code Section 66452.6(a)(1)). The request for a Development Agreement would be appropriate for this project because it helps facilitate new home construction in a manner that is consistent with the various General Plan goals and policies, including the

suburban land-use designation of the Land Use Element portion of the General Plan. The terms of the Development Agreement also provide a public benefit not available through the Tentative Map process to provide funding for off-site improvements/maintenance within the City's Kit Carson Park. The approval of the two-year discretionary extension, combined with the one-year Development Agreement extension of time, is necessary to allow sufficient time for the applicant to prepare a final map and improvement plans.

Respectfully Submitted:



Jay Paul
Senior Planner

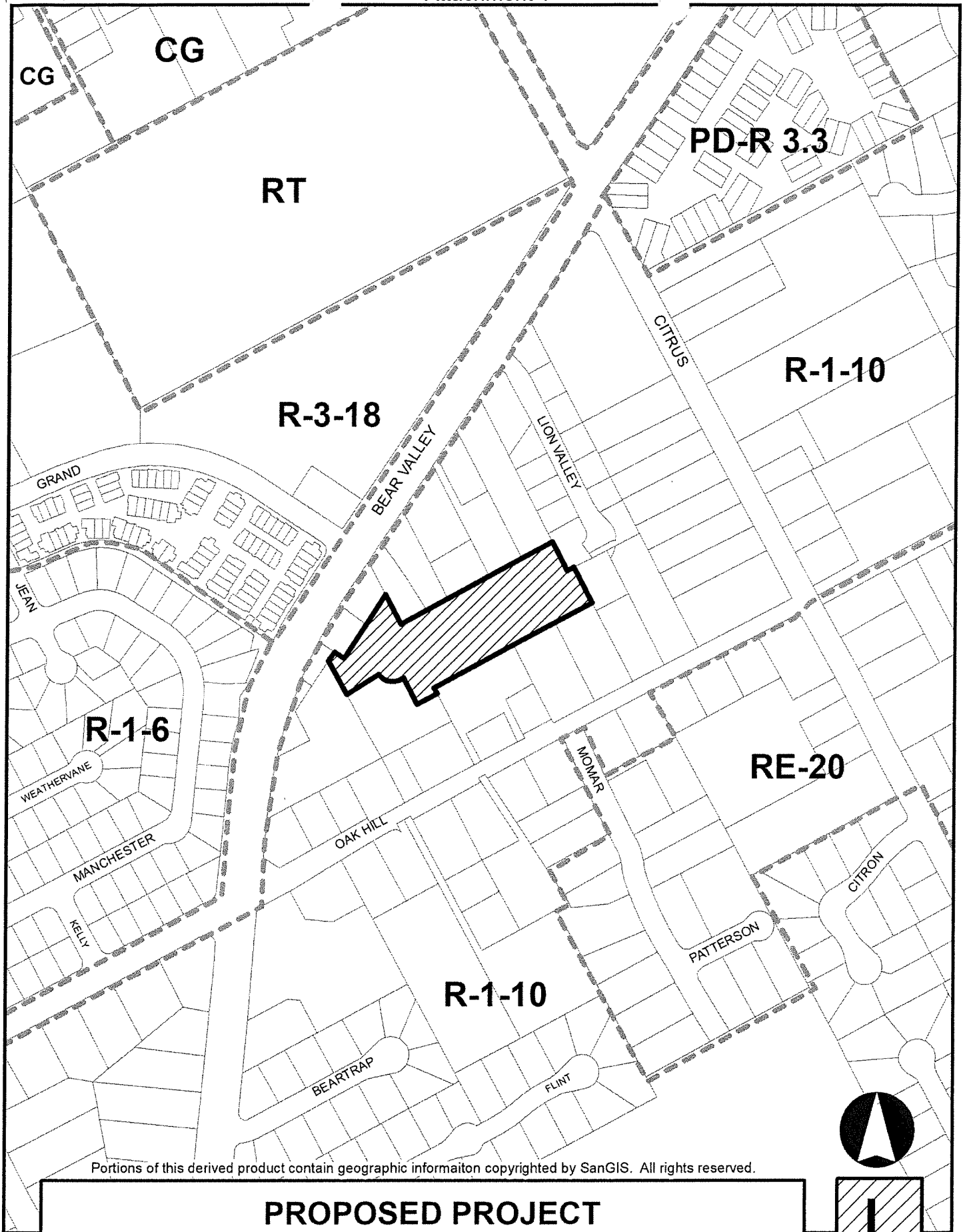


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**PROPOSED PROJECT
SUB 16-0012**

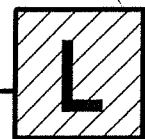


GENERAL PLAN

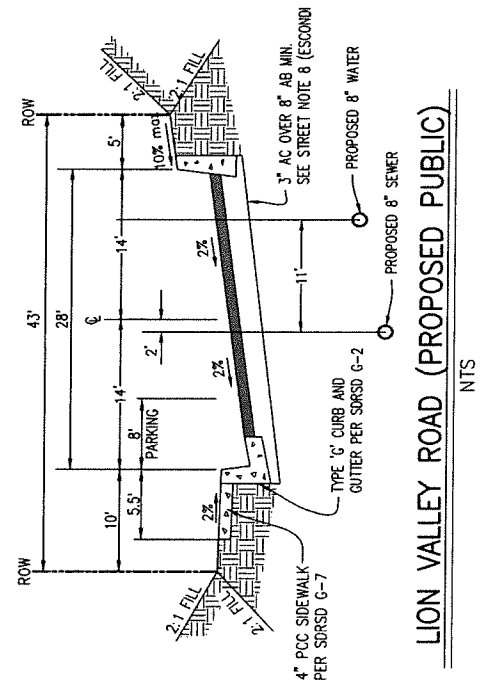
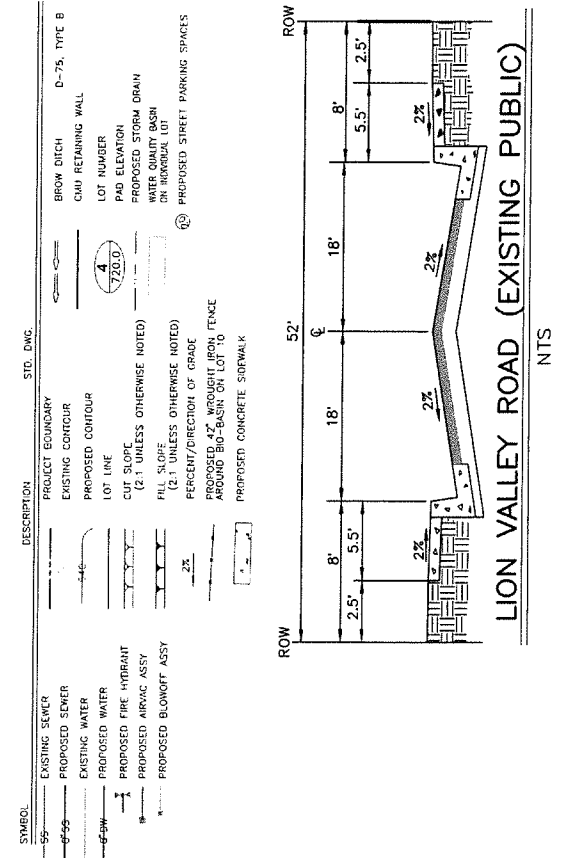
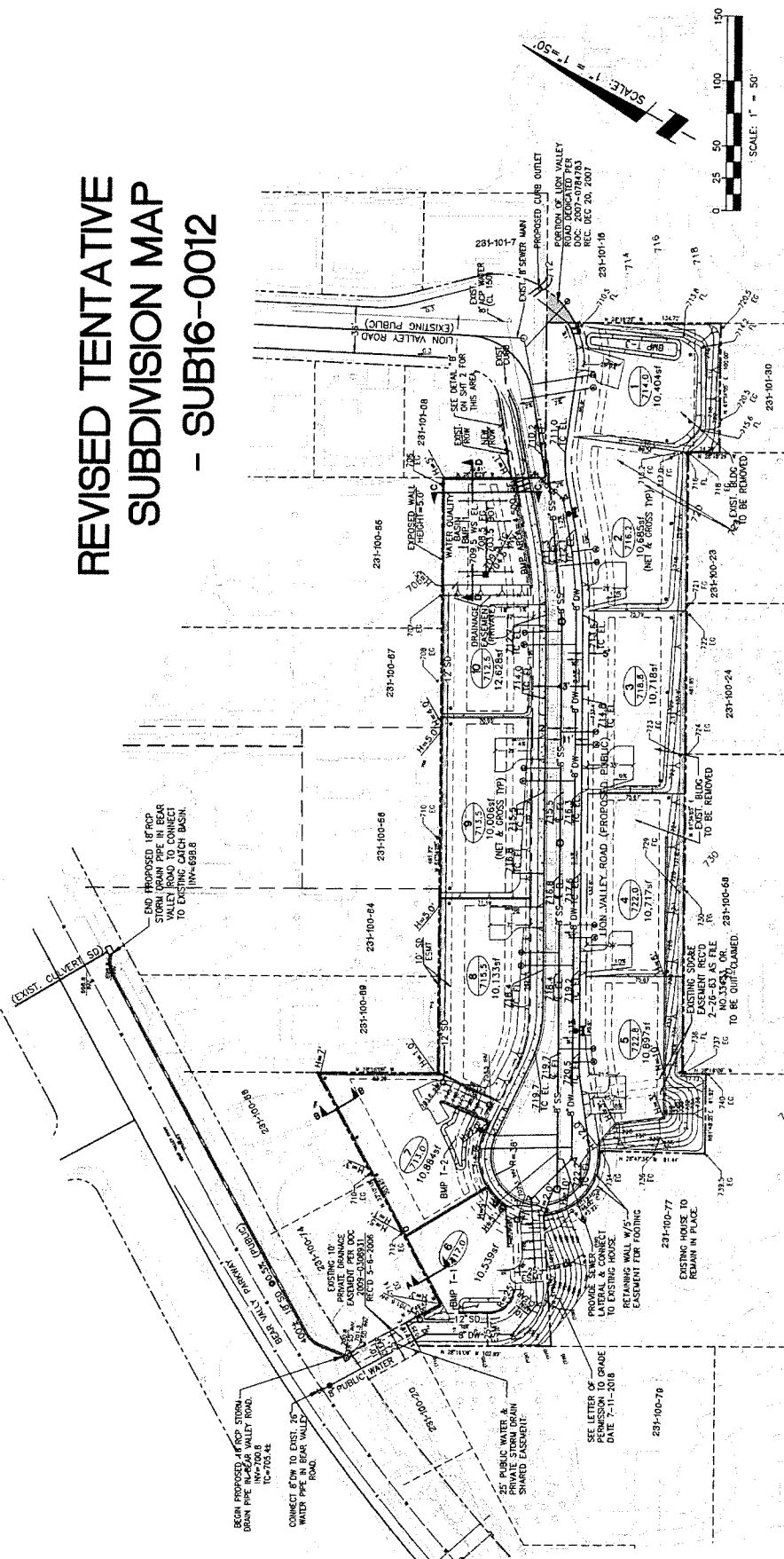


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**PROPOSED PROJECT
SUB 16-0012**



LOCATION/ZONING



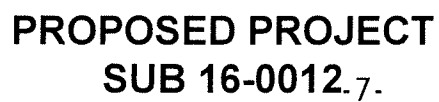
LION VALLEY ROAD (PROPOSED PUBLIC)

NTS

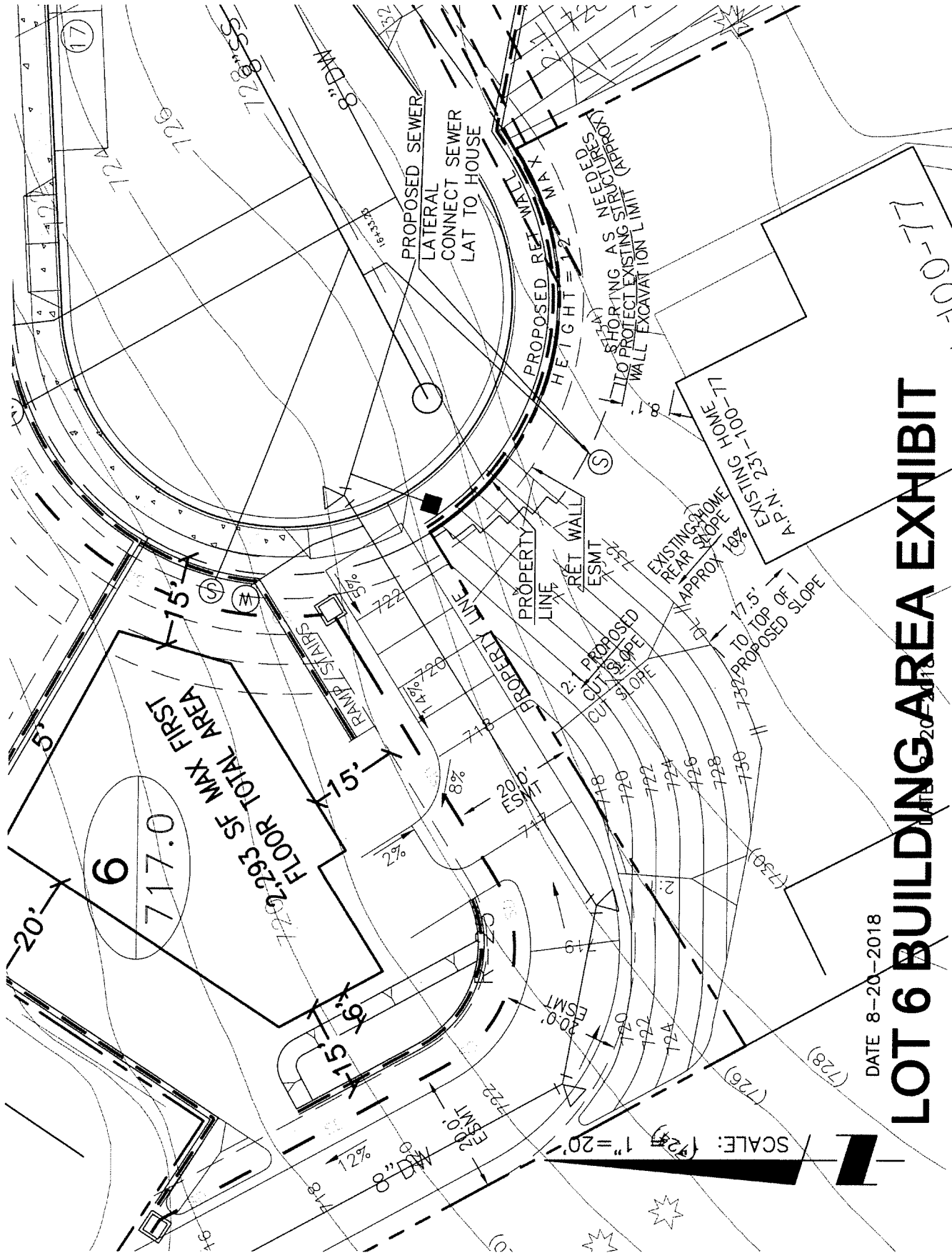
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PROPOSED PROJECT
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TENTATIVE MAP



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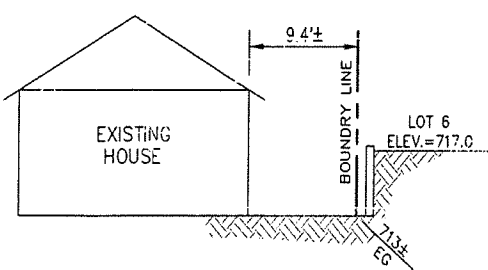
DATE 8-20-2018

LOT 6 BUILDING AREA EXHIBIT

PROPOSED PROJECT
SUB 16-0012.8.

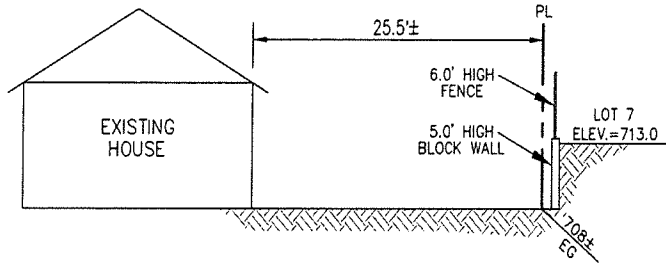
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Attachment 1



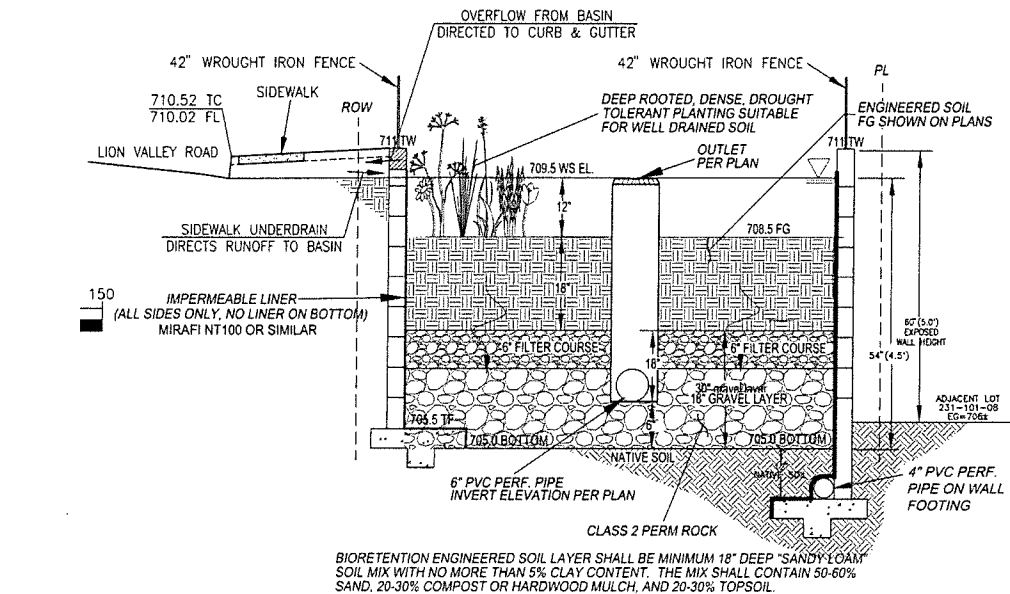
SECTION A-A

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SECTION B-B

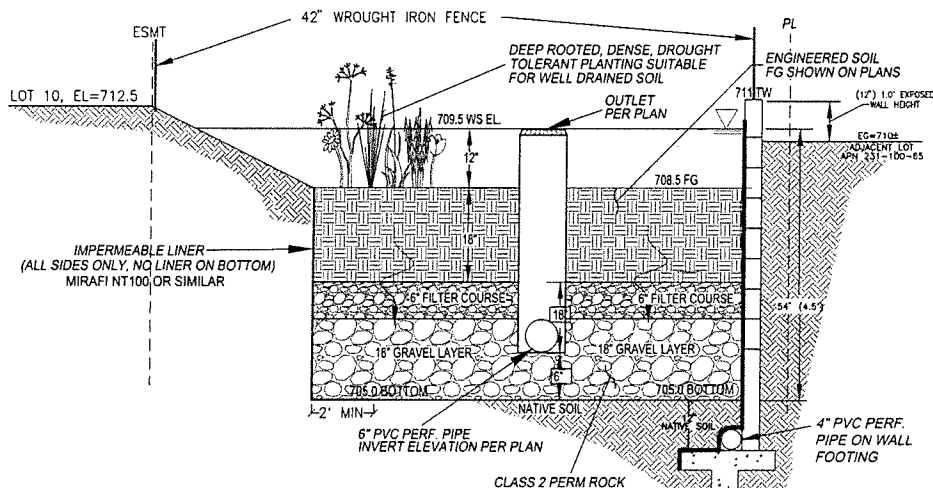
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SEC C-C

BIORETENTION DETAIL FOR LID IMP

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SEC D-D

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PROPOSED PROJECT
SUB 16-0012.g.

ANALYSIS

A. LAND USE COMPATIBILITY/SURROUNDING ZONING

NORTH: R-1-10 zoning (Single-Family Residential, 10,000 SF min. lot size). Single-family residential homes are located north of the project site on lots ranging in size from 10,000 SF to 0.95 acres. The rear of the adjacent lots orient towards the project site. The project site slopes downward towards the north and the adjacent lots generally are located at a lower elevation than the project site.

SOUTH: R-1-10 zoning (Single-Family Residential, 10,000 SF min. lot size). Single-family residences are located to the south on lots ranging in size from approximately 10,00 SF to 0.87 acres. The rear yards of the adjacent homes orient towards the project site. The project site slopes towards the north and the adjacent homes on the south are situated at a higher elevation.

EAST: R-1-10 zoning (Single-Family Residential, 10,000 SF min. lot size). Single-family residential homes are located east of the project site on lots ranging in size from approximately 6,000 SF to 0.80 acres. The side yards of the adjacent homes orient towards the project site.

WEST: R-1-10 zoning (General Commercial). Single-family residential homes are located to the west on lots ranging from 10,000 SF to 0.80 acres. Bear Valley Parkway is located further to the west and northwest.

B. AVAILABILITY OF PUBLIC SERVICES

1. Effect on Police Service -- The Police Department expressed no concern regarding the proposed development and their ability to serve the site.
2. Effect on Fire Service -- The Fire Department indicated that adequate services can be provided to the site and the proposed project would not impact levels of service. Appropriate on-site circulation is provided to accommodate emergency vehicles. The site is served by Fire Station No. 2 located at 421 N. Midway Drive.
3. Traffic -- The project fronts onto and will take access from Lion Valley Road, which is an unclassified residential street. Lion Valley Road intersects with Bear Valley Parkway to the north, which is designated as a Major Road on the City's Mobility Element. Lion Valley Road is proposed to be developed as a Suburban roadway with 28 feet paved curb-to-curb, with parking and sidewalk on one side of the street. The Suburban design standard requires the lots to be developed to provide a minimum of six on-site parking spaces (typically three car garage and three cars in the driveway) and 1.5 parking spaces per each lot which would require a minimum of 15 on-street parking spaces. The proposed lots can accommodate three-car garages and the street can accommodate a minimum of 15 on-street spaces in accordance with the design requirements.

Bear Valley Parkway in the project vicinity provides four travel lanes (two eastbound and two westbound) with a raised center median. Access to Lion Valley Road is limited to right-in and right-out only. Bear Valley Parkway currently operates a LOS "C" or better under current conditions.

Based on the SANDAG Guide to Vehicular Traffic Generation Rates the ten-lot subdivision would generate approximately 10 trips per residence or 100 average daily trips (ADT). This traffic would be added to the residential traffic on Lion Valley Road that is generated by the existing 12 homes on the street. Although the proposed project would almost double the amount of traffic on Lion Valley Road, the new traffic generation rate of 220 trips would be well within the capacity of the street. The Engineering Division has indicated the proposed project would not materially degrade the levels of service on adjacent streets or intersections.

4. Utilities -- Water and sewer is available from existing mains in the adjoining street or easements. The Engineering Department indicated the project would not result in a significant impact to public services or other utilities.

5. Solid Waste – Trash service is provided by Escondido Disposal. Individual pick up would be provided along the street for each lot.
6. Drainage – There are no significant drainage courses within or adjoining the property. The project site generally slopes and drains from south to north. A Priority Development Project (PDP) Storm Water Quality Management Plan (SWQMP) was prepared for the project to address the design of drainage and water quality features for the project. The Engineering Department has determined that runoff from the project would not be significant, existing drainage facilities within the area are adequate to support the project, and the project would not materially degrade water quality nor violate any water quality standards or waste discharge requirements. Proposed on-site improvements include bioretention/filtration basins that would drain to proposed and existing improvements in Bear Valley Parkway. The project is required to install approximately 400 feet of storm drain shall be in Bear Valley Parkway and connect to an existing catch basin in Bear Valley Parkway. The individual on-site basins would be maintained by the project homeowners' association or other acceptable method approved by the Engineering Division.

C. ENVIRONMENTAL STATUS

The project requests an extension of time for a previously-approved Tentative Map. Potential environmental impacts were analyzed as part of a Negative Declaration (City File No. ER 2004-16) and approved by the City Council in 2005. The setting for the project has not significantly changed since the adoption of the environmental documents. Surrounding properties have either remained undeveloped or have developed in accordance with the land use plan which was anticipated as part of the original project. The proposed project modifications and requested extension of time and Development Agreement does not involve any adverse physical changes in the environment and, hence, does not have the potential for causing a significant effect on the environment. Therefore, the previously-adopted environmental documents are sufficient and, pursuant to State CEQA Guidelines Section 15162 which identifies the requirements for which subsequent analysis is required, no further environmental review is required.

D. CONFORMANCE WITH CITY POLICY

General Plan Density and Yield

The General Plan land-use designation is "Suburban," which allows a maximum density of up to 3.3 dwelling units per acre (du/ac). The project density of 3.13 du/ac is consistent with the "Suburban" designation. All lot sizes also would be consistent with the required minimum net lot area of 10,000 SF. The project will be required to conform to the provisions of the Citywide Facilities Plan through the payment of fees to ensure the Quality of Life Standards will continue to be met.

E. PROJECT MODIFICATIONS/ANALYSIS

Grading Design and Retaining Walls

The proposed lot sizes range from approximately 10,006 SF to 12,628 SF which would be similar to the originally approved map and the number of lots remains the same at ten. The following highlights some of the key changes related to grading design and retaining wall placement and/or height.

- Lot 10 was increased in size to accommodate the necessary storm water basin and to provide suitable development area.
- The cut slopes for the southern lots have been reduced in height, which would not have any impacts to the adjacent properties. In staff's opinion, no significant issues remain unresolved through compliance with code requirements and the recommended conditions of approval.
- The height of the proposed lots along the northern boundary was an issue with the original project design, with potential visual and privacy impacts to the adjacent homes. The Tentative Subdivision Map (TR 878) project was conditioned to limit retaining wall/fill slope heights along for the northern lots (Lots 6 – 10) to a maximum of five feet in height. The retaining wall height also limited the pad elevations for the subject lots. The proposed revisions to the Tentative Map has retained the same pad elevations for Lots 6 –10, in accordance with previous conditions, to continue to address this issue; however, during the course of developing more detailed improvement/grading plans indicated that a wall/slope height of maximum five feet in height may not be feasible in all instances. Several small sections of existing

topography along the property boundary vary. In some areas along the property boundary, the visible wall height facing the adjacent property owners may vary to accommodate for the existing topographic conditions, but the primary issue to restrict the pad heights would remain as originally approved for these lots. Although most project conditions associated with Planning Case No. TR 878 have been proposed to carry over to the map modification request, the original condition that restricts walls on the north side to a maximum of five feet has been modified to allow for these topographic constraints. The original map was conditioned to install a six-foot-high wooden fence along the northern property boundary (on top of the retaining walls/slopes) for privacy screening and to limit potential overlooking into the adjacent lots. The condition has been modified to provide a higher quality wall/fence construction (with more aesthetically pleasing type vinyl fence rather than a standard good neighbor type fence) due to the overall height of the combination retaining wall and fence.

- The applicant has indicated that due to limited depth of the lots, the future homes would result in two-story designs on each lot. The Planning Commission required the original project to limit the homes on Lots 7 and 8 to one story to address potential overlooking on the adjacent properties, and this restriction is retained with this modification. The final design of the homes would be further addressed during the design review stage for the building plans.

Storm Water Design

In order to conform to current storm water requirements to retain and treat storm water runoff from the project site and street, the project was redesigned to incorporate several on- and off-site storm water improvements. These features include four storm water basins located on Lots 1, 6, 7 and 10. The basin on Lot 10 is the largest and designed to handle and treat the bulk of the storm water runoff. The smaller basin on Lot 1 would accommodate runoff from Lot 1 and a small portion of the runoff from the eastern section of Lion Valley Road. The smaller basins on Lots 6 and 7 are designed to accommodate the runoff from the individual lots as they are located at a lower elevation than the street. The basin located on Lot 10 would be maintained by the homeowners' association, while the other lots could be maintained by the HOA and/or individual owners, subject to the appropriate maintenance provisions/agreements. Fencing along the rear and western side of the larger basin is required to be open decorative type metal tubular fencing.

Street Design

The original Tentative Map proposed a standards residential street design of 56-foot right-of-way with 36 feet curb-to-curb width, with sidewalk and parking on both sides. In order to provide slightly larger and more usable lots for the future homes and to accommodate the necessary on-site storm water features, the applicant has modified the map to utilize the "Suburban" street standard which allows for a narrower street (28 feet curb-to-curb width) with sidewalk and parking along one side of the street. The "Suburban" standard is allowed for projects with minimum 10,000 SF lots, but requires each lot to provide parking for a minimum of six cars on each lot (typically a three-car garage and three cars in the driveway) along with on-street parking of 1.5 spaces per lot. This would require a minimum of 15 on-street spaces and the project could provide up to 17 on-street spaces depending on the final design of the roadway and placement of the driveways. The project has been conditioned to complete the eastern off-site portion of the street at the 90-degree knuckle. An adjacent property owner to the east of Lot 10 (APN 231-101-08) has constructed fencing and other structures within the existing right-of-way that will need to be removed when Lion Valley Road is extended and fully improved on- and off-site. The applicant will need to coordinate with the adjacent property owner regarding any necessary replacement of private improvements and landscaping within the parkway area. Maintenance of any off-site parkways is the responsibility of the adjacent home owner that fronts onto the improvements in accordance with the City's Municipal Code.

The previous approved design required a 24-foot-wide secondary emergency access at the terminus of the cul-de-sac out to Bear Valley Parkway. This required the applicant to obtain the necessary easements for the road and any off-site grading/slopes. The Fire Department indicated the secondary access is no longer required and has been eliminated from the design. This reduces the amount of off-site improvements and grading required for the project; potential impacts to the adjacent parcel(s) on the east; and long-term HOA maintenance responsibilities for the future for the road and gate. However, the Utilities Division requires water lines to be looped which would require the new water line extension in Lion Valley Road to connect to the existing main in Bear Valley Parkway. In order to accommodate the water line, a minimum 25-foot-wide public easement is required through Lot 6 to accommodate the public water line and private storm drain. This would affect the development potential for Lot 6. Therefore, the applicant has included a concept design that demonstrates the

ability to develop a reasonably sized home and usable open space area on the lot. The paved public easement also would serve as the driveway to the garage and parking also would be allowed within the easement.

Discretionary Extensions and Development Agreement Extensions of Time

Government Code Section 66452.6(e) allows for discretionary extensions totaling up to five years. As of this writing, a discretionary extension of three years has been approved by the City. The map still is eligible for a local time extension up to two additional years in accordance with the City's Subdivision Ordinance (Chapter 32) and the Subdivision Map Act which would extend the Tentative Map until January 11, 2019, if approved by the appropriate decision-making body. The applicant submitted a local time extension request on December 29, 2016, which was received prior to the January 11, 2017 expiration date. This action suspends expiration of the map until a final decision is made regarding the extension request. (A timely request for a discretionary extension in and of itself extends the map for 60 days or longer as may be necessary to process the extension request).

The proposed Development Agreement is requested to extend the life of the 10-lot Tentative Map and associated entitlements beyond the scheduled expiration date of January 11, 2019, to July 11, 2020. The proposed Development Agreement Terms, provided below, sets forth the individual points in the proposed agreement as recommended by the City Attorney, City Manager's Office, Engineering Division and Community Development Division, and negotiated with the project applicant. Staff supports the proposed terms of the agreement and believes that an extension of 18 months is sufficient time for the applicant to prepare the necessary plans (i.e., grading, landscape, final map, improvement plans, etc.) and to record the map. The terms also provide for a public benefit through a cash payment of \$10,000 towards the necessary infrastructure improvements within Kit Carson Park. The final agreement will need to be considered and approved by the City Council at a subsequent public hearing. After the City Council completes the public hearing, it may approve, modify or disapprove the development agreement

Development Agreement Draft Terms

1. 10 residential lots on 3.13 acres for Escondido Subdivision Map 878 (SUB16-0012)
2. 18-month term for the Development Agreement (land-use entitlements only) to be presented to the Planning Commission and City Council for final approval.
3. Cash payment of \$10,000 to be used by the City for infrastructure/roadway maintenance within Kit Carson Park.

SUPPLEMENT TO STAFF REPORT/DETAILS OF REQUEST

A. PHYSICAL CHARACTERISTICS

The project site is comprised of two parcels and is completely surrounded by single-family residential development. There currently are two residences on the site, which would be removed. The remainder of the site generally is vacant with vegetation consisting primarily of weedy, invasive species with some remnant ornamental species and trees. The project site does not contain and native vegetation or sensitive habitat.

B. SUPPLEMENTAL DETAILS OF REQUEST

	<u>Proposed</u>	<u>R-1-10 Requirement</u>
1. Property Size:	3.19 acres (2 parcels)	N/A
2. No. Proposed Lots:	10 single-family lots	Up to 10 based on General Plan yield
3. Residential Density:	3.13 dwelling unit/acre (10 lots /3.19 ac)	Up to 3.3 du/ac
Note: The original project site used to be 3.87 acres, but was reduced to 3.13 acres with the recordation of a boundary adjustment that resulted in a portion of the site being removed from the development in accordance with the project conditions of approval the changed the project from 11 lots to 10 lots.		
4. Lot Size:	10,006 SF to 12,628 SF	Min. 10,000 SF
5. Lot Width:	80' average lot width	80' average
6. Landscaping:	All landscaping to comply with the City's Landscape Ordinance and Tree Replacement Ordinance requirements including street trees, slope planting, erosion control and specimen sized trees.	
7. Walls/Fencing:	Masonry retaining wall along northern property boundary (ranging from 5 to 6 feet in height) along with solid fencing on top (up to six feet in height). Decorative open type metal fencing around the main storm water feature on Lot 1. Internal retaining walls ranging from 1 foot up to approximately 12 feet in height.	
8. Grading:	Grading of the project site would include approximately 15,800 cubic yards (cy) of cut, and approximately 3,575 cy of fill (export 11,868 cy). The previous design anticipated 18,985 cy cut and 2,922 cy fill. No grading exemptions are proposed.	
9. Street Design:	Public Street, Suburban Design Standard of 28 feet curb-to-curb width within 43 feet to accommodate parkway, sidewalk on one side, utilities, etc. On-street parking limited to one side only.	
10. Parking:	In accordance with the "Suburban" street standards, parking for six cars would be provided on each lot and a min. of 1.5 on-street spaces would be provided (22' for each linear space). A minimum of 15 on-street spaces would be required and up to 17 on-street spaces could be provided depending on final street design and driveway locations.	

EXHIBIT" A"

FINDINGS OF FACT SUB16-0012 and PHG18-0028 (TR 878)

Environmental Determinations:

1. The requirements of the California Environmental Quality Act (CEQA) have been met and a Negative Declaration (City File No. ER 2004-16) was adopted for the project in 2005.

No special circumstances exist that would create a reasonable possibility that the Tentative Map Modification, granting the Tentative Map Extension, and approving the Development Agreement will have a significant effect on the environment beyond what was previously analyzed and disclosed. All of the requirements of the CEQA have been met and no additional environmental review is required in conformance with CEQA Section 15162(a) "Use of Previous Document." No significant issues remain unresolved through compliance with code requirements and the recommended conditions of approval. The project does not include any substantial changes which would require any revisions to the environmental document due to the involvement of new significant effects or a substantial increase in the severity of previously identified significant effects.

Tentative Subdivision Map Modification

1. The General Plan land-use designation for the 3.19-acre site is Suburban, which permits a maximum density of 3.3 du/acre with a minimum lot size of 10,000 SF. The proposed 10-lot subdivision map with a density 3.13 du/ac would be consistent with the General Plan yield and density provisions. All lot sizes also would be consistent with the required minimum net lot area of 10,000 SF. The project is consistent with the adopted General Plan land use designation, which anticipates single-family residential development on the project site.
2. The proposed residential project would not disrupt or divide the physical arrangement of the area because the project is zoned for residential development, is infill in nature, and is adjacent to similar single-family residential uses to the north, south and east and west. Access would be provided by the extension of Lion Valley Road to serve the project. Development of the project and street and utility extensions would not adversely alter or impact the existing circulation pattern throughout the surrounding neighborhood, nor preclude the development of surrounding parcels. Adequate public facilities are available, and water and sewer service can be provided to the project with extension of nearby existing facilities. The design and improvements of the proposed subdivision map are consistent with all requirements and development standards of the General Plan and the Zoning Code, because the proposed lot sizes, configuration, and access are consistent with the Suburban land-use designation and the R-1-10 zone, based on the applicant's proposal and the conditions of approval.
3. The proposed residential project would not result in the destruction of desirable natural features, nor be visually obstructive or disharmonious with surrounding areas because the project site is infill in nature and adjacent to residential development. The project site currently is development with residential structures and does not contain any significant visual resources or prominent topographical features. Existing vegetation would be permanently replaced by residential development, associated infrastructure and new landscaping. The development of the future homes would not result in any adverse visual impacts or result in the obstruction of any scenic view or vista open to the public. The project also would not damage any significant scenic resources within a designated State scenic highway or create an aesthetically offensive site open to the public. The proposed grading design would not result in any manufactured slopes or pads that would create any significant adverse visual or compatibility impacts with adjacent lots, nor block any significant views. All manufactured slopes would be required to be landscaped in conformance with the City's Landscape Ordinance to screen and soften visual impacts, as well as views from surrounding properties. Any grading and subsequent compaction of the site, as necessary, will be per City standards (Article 55, Escondido Zoning Code) to the satisfaction of the City Engineer.

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4. The site is suitable for the single-family residential type of development and density proposed as the site is zoned for single-family development, and is located within a neighborhood developed with single-family homes. Adequate access and public utilities can be provided to the site. All vehicular traffic generated by the project will be accommodated safely and would not degrading the level of service on the adjoining streets or intersections. All grading will be in conformance with the Grading Ordinance, and appropriate access and utilities are available to the site.
5. The proposed residential development would not conflict with the provisions of an adopted Specific Plan or proposed Habitat Conservation Plan. The project site is not located within any area identified for preservation on the City's draft Multiple Habitat Conservation Program (MHCP) nor does it contain any sensitive resources as identified in General Plan Resource Conservation Element. The project site is not listed on the City's Parks, Trails and Open Space Plan, or any local or regional parks and open space.
6. The design of the residential map and the type of improvements are not likely to cause serious public health problems because the project would not degrade the levels of service on the adjoining streets or drainage systems, with the implementation of the recommended Conditions of Approval. City water and sewer are existing and available to the site, and existing service to surrounding properties would not be adversely impacted. The project would not create any adverse noise impacts to adjacent properties due to the residential nature of the project and limited traffic generated by the project.
7. The design of the map and the type of improvements will not conflict with easements of record, or easements established through court judgments, or acquired by the population at large, for access through, or use of property within the proposed map because any existing easements will either be accommodated within the project design; be quitclaimed prior to recordation of the map; or alternate provisions provided.
8. The design of the subdivision map has provided, to the extent feasible, for passive or natural heating or cooling opportunities in the subdivision. Unit sizes and configuration provide opportunities for passive/solar heating and landscaping provides passive cooling opportunities.
9. All permits and approvals applicable to the proposed map pursuant to the Escondido Zoning Code will be obtained prior to recordation of the map. The Tentative Subdivision Map meets all of the requirements or conditions imposed by the Map Act and Escondido Zoning Code and is consistent with the General Plan

Extension of Time Tentative Subdivision Map

1. The City's Subdivision Ordinance (Chapter 32) and Government Code Section 66452.6(e) allows for discretionary extensions of Tentative Map totaling up to five years. The applicant's request to further extend the life of the previously-approved Tentative Map (TR 878) upon filing a timely application for an extension of time, the tentative map shall automatically be extended for sixty (60) days or until the application for the extension is approved, conditionally approved, or denied, whichever occurs first.
2. The Planning Commission finds that the two-year discretionary extension request, to January 11, 2019, is reasonable, was filed within the time periods specified, and meets all requisite findings for extension of time on the Tentative Map.
3. Because legal authority exists for combining various extension strategies for maximum relief, this two-year discretionary extension relates to other related extension requests under the Subdivision Map Act (i.e. Government Code Section 66452.6(a)(1), which allows extension through Development Agreement).

Development Agreement Findings

1. A Development Agreement can be used to extend the life of a Tentative map for the life of the Development Agreement (Government Code Section 66452.6(a)(1). Although uncapped by statute as to duration, the Planning Commission finds that an additional one-year extension sufficiently accommodates time for the applicant to prepare a final map and improvement plans.
2. The proposed Development Agreement is consistent with the goals, policies, general land uses and programs specified in the General Plan because the approved residential development is consistent with the requirements of the "Suburban" land-use designations which allows single-family residential development on

the site. The residential subdivision for the project previously was approved by the Planning Commission on January 11, 2005.

3. The General Plan land-use designation for the southern portion of the project site is "Suburban" (up to 3.3 single-family dwelling units per acre) with a minimum lot size of 10,000 SF. The project is consistent with the adopted General Plan land use designations, which anticipates single-family residential development on the project site. The approved subdivision is consistent with the General Plan density provisions because the density of the project is approximately 3.13 du/ac within the "Suburban" land-use designation. Proposed lot sizes range from approximately 10,000 SF to 12,268 SF, which would be consistent with the proposed R-1-10 zoning designation designations.
4. The proposed Development Agreement is compatible with the uses authorized in, and the regulations prescribed for the land-use district in which the real property is located, along with all other provisions of Title 21 of the Zoning Code, because the project meets all requirements of the General Plan and Zoning Code, as stated above.
5. The proposed Development Agreement is in conformity with public convenience, general welfare, and good land use practices. The design of the residential map and the type of improvements would not degrade the levels of service on the adjoining streets or drainage systems, with the implementation of the recommended Conditions of Approval. City water and sewer are existing and available to the site, and existing service to surrounding properties would not be adversely impacted. The project would not create any adverse noise impacts to adjacent properties due to the residential nature of the project and limited traffic generated by the project. The project would be in conformance with the General Plan as noted in Section 2 above.
6. The proposed Development Agreement would not adversely affect the orderly development of property or the preservation of property values because the proposed project would not disrupt or divide the physical arrangement of the area because the site is zoned for residential uses, and is adjacent to single-family residential uses on all sides. The project density, yield, and lot sizes would be consistent with the underlying "Suburban" land-use designation, and consistent with adjacent residential development and lot sizes. Access would be provided by the extension of Lion Valley Road, which is an existing residential street. Development of the project and proposed improvements to Lion Valley Road would not adversely alter or impact the existing circulation pattern throughout the surrounding neighborhood, nor preclude the development of surrounding parcels. Adequate public facilities are available and water service can be provided to the project with nominal extension of nearby existing facilities.

In addition to being compatible with the uses in, and the regulations prescribed for, the "Suburban" land use district, public benefits would be provided with the payment of fees to help maintain the Kit Carson Park infrastructure.

7. The proposed Development Agreement is consistent with the provisions of Government Code Sections 65864 et seq.

EXHIBIT "B"

CONDITIONS OF APPROVAL SUB16-0012 (TR 878)

General

1. All construction shall comply with all applicable requirements of the Escondido Zoning Code and requirements of the Planning Department, Director of Building, Engineering Division, and the Fire Chief.
2. Access for use of heavy fire fighting equipment as required by the Fire Chief shall be provided to the job site at the start of any construction and maintained until all construction is complete. Also, there shall be no stockpiling of combustible materials, and there shall be no foundation inspections given until on-site fire hydrants with adequate fire flow are in service to the satisfaction of the Fire Marshal. The number and location of fire hydrants shall be approved by the Fire Department.
3. Any fire lanes and no parking areas shall be appropriately signed no parking, to the satisfaction of the Fire Department and City Engineer.
4. The legal description attached to the application has been provided by the applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.
5. Prior to or concurrent with the issuance of building permits, the appropriate development fees and Citywide Facility fees shall be paid in accordance with the prevailing fee schedule in effect at the time of building permit issuance, to the satisfaction of the Director of Community Development.
6. All exterior lighting shall conform to the requirements of Article 1072, Outdoor Lighting (Ordinance No. 86-75).
7. All project generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08).
8. All new utilities shall be underground.
9. In accordance with the Suburban street design standard, a minimum of six cars shall be accommodated on each lot and 1.5 on-street spaces per lot. On-street spaces shall be a minimum of 22 feet in length. On-street spaces shall only be allowed on one side of the street and the other side marked and signed "No Parking" to the satisfaction of the City Engineer and Fire Department.
10. Any proposed retaining walls and shall incorporate decorative block materials and cap. This shall be noted on the project improvement plan (i.e., type of block, color, decorative cap, etc.).
11. All lots shall meet the average lot width and net lot area requirements of the underlying zone. Conformance with these requirements shall be demonstrated on the certified map, grading plan and final map. Non-compliance with these minimum standards will result in a revision to the map.
12. No exemptions from the Grading Ordinance are approved as part of this project. All proposed grading shall be in substantial conformance with the conceptual grading plan as shown on the Tentative Map. All fill slopes and retaining walls heights for Lots 6, 7, 8, 9 and 10 shall be limited to a maximum of five feet in height, with limited areas up to six feet in height to account for off-site

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topographic conditions along the property boundary, as depicted on the Tentative Map. The retaining wall within the northeastern corner of Lot 7 shall step down at the corner to maintain an approximate not-to-exceed height of five feet. Minor adjustment to the overall height may be approved by the Director of Community Development based on the final design and topography along the property boundary to substantially conform to this requirement.

13. Prior to submittal of the grading and improvements plans for the project, a final Tentative Map (TM) shall be submitted for review and certification, along with the appropriate review fee. The certified TM shall include/incorporate any relevant conditions of approval and notes that need to be reflected on the TM, final storm water design elements, as well as the final grading and site design and/or necessary modifications as approved by the Planning Commission and City Council.
14. Prior to recordation of the Tentative Map, copies of the CC&Rs shall be submitted for review and approval. The CC&Rs shall be submitted to the Engineering Division (along with the appropriate review fee). The CC&Rs shall contain provisions for the maintenance of any common facilities, landscaping, drainage and storm water facilities, and walls, etc.
15. Prior to occupancy for Lots 6, 7, 8, 9, and 10, a solid vinyl type fence with picket or lattice topper (up to six feet in height, maximum) shall be constructed at the top of slope or retaining wall along each lot. The overall height of the fencing may vary in height to adjust for the transition in the retaining wall design, topography along the property line, and visual impacts of the combination wall/fence, to the satisfaction of the Director of Community Development. Said wall/fence construct shall be of high quality and craftsmanship, with elegant panel height section transitions that occur at property line or integrated, joint plate lines; and shall be similar in quality and material design with other property fencing, elsewhere on the five lots and the project site. The final design, materials and color shall be identified on the landscape plans.
16. Prior to occupancy, the developer shall post the address of each residence on the exterior of the home.
17. Staff Design Review approval of the proposed plotting and architectural design of the future residences within the subdivision shall be required prior to the submittal of the plans for building permit. Appropriate colored elevations and materials samples shall be submitted.
18. No street names are part of this approval. A separate request shall be submitted prior to final map.
19. All habitable buildings shall be noise-insulated to maintain interior noise levels not exceeding 45 dBA or less. An interior noise analysis shall be submitted with the building plan submittal to demonstrate compliance with the interior noise requirements. Any required measures shall be incorporated into the architectural plans.
20. Setback for the garages and/or covered parking structure shall will be measured from the back of the Public Utility Easement and shall provide a minimum 25-foot-setback from the back of the sidewalk.
21. As required by the Planning Commission, Lots 7 and 8 shall be limited to one-story residences to minimize overlooking onto adjacent properties. No single-residence or structural roof element, or accessory structure on the two lots shall exceed 18 feet in height, unless otherwise exempted by the Escondido Zoning Code. This restriction also shall be included in the CC&Rs.

22. Prior to recordation of the final map, the applicant shall complete the boundary adjustment between the subject property and the Regan property (ADJ. Plat 2004-10) and record Certifications of Compliance for each affected parcel.
23. Prior to recordation of the final map, the applicant shall execute the Development Agreement.
24. Prior to recordation of the final map, all existing structures on the site to be removed shall be removed and the existing accessory building on the adjacent property that encroaches onto Lot 1 shall be modified to meet the setback requirements.

Landscaping

1. Six copies of a detailed landscape and irrigation plan(s) shall be submitted to the Engineering Division in conjunction with the submittal of the Final Map and Grading Plans, and shall be equivalent or superior to the concept plan attached as exhibit(s) in the staff report(s). A plan check fee of will be collected at the time of submittal. The required landscape and irrigation plan(s) shall comply with the provisions, requirements and standards in the City's Landscape Ordinance (Article 62) as well as the State Model Water Efficient Landscape Ordinance. The plans shall be prepared by, or under the supervision of a licensed landscape architect and include a signed statement noting compliance with these provisions.
2. Street trees shall be provided along every frontage within, or adjacent to this subdivision in conformance with the Landscape Ordinance and City of Escondido Street Tree List. A minimum of 26, 24-inch box-sized trees shall be incorporated into the landscape design to mitigate the removal of existing mature trees on the site as required by the Tree Preservation Ordinance (Ord. 93-11) to the satisfaction of the Planning Division.
3. The final fencing, gates, and wall design shall be included with the landscape plans. Any fencing proposed for detention basins shall incorporate decorative open metal type fencing and shall conform to the height and setback requirements for the underlying R-1-10 zone.
4. All landscaping shall be permanently maintained in a flourishing manner. All irrigation shall be maintained in fully operational condition.
5. The proposed storm water basins shall be designed with an appropriate mix of plant materials and shall be designed as a visual amenity for the project. The type of fencing, including any perimeter and lot fencing shall be indicated on the landscape plans. All fencing shall conform to the height and setback requirements for the underlying R-1 zone.
6. Appropriate landscaping shall be installed and maintained along the street parkway area in front of the retaining wall along the bulb of the cul-de-sac, to include trees and shrubs. Should the final design of the wall footing preclude the use of trees, then appropriate shrubs and vines shall be utilized to provide appropriate screening along the face of the wall. The landscaping shall be maintained by the project homeowners' association.
7. All off-site slopes shall be landscaped with a combination of ground cover, shrubs and trees to adequately control erosion. The final design shall be coordinated with the adjacent property owner in accordance with the necessary permission to grade. Appropriate permanent irrigation also shall be required and noted on the landscape plans.
8. Prior to occupancy of the buildings, all required landscape improvements shall be installed and all vegetation growing in an established, flourishing manner. The required landscaped areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan.

9. The installation of the landscaping and irrigation shall be inspected by the project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.

**ENGINEERING CONDITIONS OF APPROVAL
ESCONDIDO TRACT NUMBER SUB16-0012 LION VALLEY
(TR 878)**

GENERAL

1. The applicant shall provide the City Engineer with a Subdivision Guarantee and Title Report covering subject property.
2. The location of all on-site utilities shall be determined by the Engineer. If a conflict occurs with proposed lots, these utilities shall be relocated.
3. As surety for the construction of required off-site and/or on-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the developer with the City of Escondido prior to the approval of this Subdivision.
4. No Building Permits shall be issued for any construction within this Subdivision until the Final Subdivision Map is recorded and either:
 - a) All conditions of the Tentative Subdivision Map have been fulfilled: or
 - b) Those conditions unfulfilled at the time of an application for Building Permits shall be secured and agreements executed in a form and manner satisfactory to the City Attorney and City Engineer.
5. If site conditions change adjacent to the proposed development prior to completion of the project, the developer will be responsible to modify his/her improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer.
6. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be determined by and corrected to the satisfaction of the City Engineer.
7. The engineer shall submit to the Planning Department a copy of the Tentative Map as presented to the Planning Commission and the City Council. The Tentative Map will be signed by the Planning Department verifying that it is an accurate reproduction of the approved Tentative Map and must be included in the first submittal for plan check to the Engineering Department.

STREET IMPROVEMENTS AND TRAFFIC

1. Public street improvements shall be constructed to City Standards as required by the Subdivision Ordinance in effect at the time of the Tentative Map approval and to the satisfaction of the City Engineer. Specific details, including final street improvement widths, right-of-way widths, concrete curb and gutters, drainage, lighting, etc. shall be resolved to the satisfaction of the City Engineer.

2. The developer shall construct street improvements, including but not limited to, concrete curb, gutter, sidewalk, street lights, street trees, paving and base on the following streets within and adjoining the project boundary and up to the existing terminus point of Lion Valley Road:

STREET

CLASSIFICATION

Lion Valley Road

Suburban Residential Road (28' curb to curb)

See appropriate typical sections in the current Escondido Design Standards for additional details.

3. The developer shall grind (5' header cut) along lip of gutter and overlay (2") of asphalt concrete on Lion Valley Road, from Bear Valley Parkway to the existing terminus point, as determined by the City Engineer prior to occupancy.
4. All damaged curb, gutter, and sidewalk along the existing section of Lion Valley Road shall be removed and reconstructed to the satisfaction of the City Engineer.
5. The address of each lot/dwelling unit shall either be painted on the curb or, where curbs are not available, posted in such a manner that the address is visible from the street. In both cases, the address shall be placed in a manner and location approved by the City Engineer.
6. Sidewalk construction shall be contiguous to the curb in accordance with current Escondido Design Standards.
7. All cul-de-sacs shall conform to the current Escondido Design Standards.
8. All knuckles within the public rights-of-way shall conform to current Escondido Design Standards.
9. The developer will be required to provide a detailed detour and traffic control plan, for all construction within existing rights-of-way, to the satisfaction of the Traffic Engineer and the Field Engineer. This plan shall be approved prior the issuance of an Encroachment Permit for construction within the public right-of-way.
10. The developer's engineer shall prepare a complete signing and striping plan for all improved roadways. Any removal of existing striping shall be done by the developer's contractor. The developer shall be responsible for all signage and striping for the project.
11. Pedestrian access routes shall be provided into the project to the satisfaction of the City Engineer.
12. Street lighting shall be required on Lion Valley Road in accordance with Escondido Design Standards.

GRADING

1. A site grading and erosion control plan shall be approved by the Engineering Department. The first submittal of the grading plan shall be accompanied by 3 copies of the preliminary soils and geotechnical report. The soils engineer will be required to indicate in the soils report that he/she has reviewed the grading design and found it to be in conformance with his/her recommendations.
2. Erosion control, including riprap, interim slope planting, sandbags, or other erosion control measures shall be provided to control sediment and silt from the project. The developer shall be responsible for maintaining all erosion control facilities throughout the project.
3. Increased cut slope setbacks may be required along the project boundary to avoid disrupting any existing septic systems in the adjoining residential areas and may be required to avoid encountering ground water problems. Actual setbacks to be used will be based on recommendations of the soils engineer. The requirements of the San Diego County Health Department should be consulted in this regard. In lieu of these requirements, or if the County Health Department requirements cannot be met, the developer must arrange to connect adjoining existing dwelling units, now on private septic systems, to the public sewer system. In this regard, the developer will be required to make necessary arrangements for all main extensions, easements, and payment of all connection and permit fees. Any dwellings in the unincorporated areas must have special approval of the City Council before being connected to the City sewer system. This requirement shall also apply to off-site road and utility improvements where existing septic systems are jeopardized as a result of these improvements.
4. It shall be the responsibility of the developer to pay all plan check and inspection fees required by the San Diego County Health Department.
5. Cut slope setbacks must be of sufficient width to allow for construction of all necessary screen walls and/or brow ditches.
6. The developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.
7. A Construction General Permit is required from the State Water Resources Control Board for all storm water discharges associated with a construction activity where clearing, grading, and excavation results in a land disturbance of one or more acres.
8. Lot drainage shall meet the requirements of current Escondido Design Standards and the City Engineer and shall include the construction of necessary brow ditches. All cut slopes created shall have brow ditches installed at the top of slope in accordance with San Diego Regional Standard drawings.
9. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.

10. All existing foundations and structures, other than those designated "to remain" on the Tentative Map, shall be removed or demolished from the site.
11. Unless specifically permitted to remain by the County Health Department, all existing wells within the project or affected by the off-site improvements shall be abandoned and capped, and all existing septic tanks within the project or affected by the off-site improvements shall be pumped and backfilled per County Health Department requirements prior to issuance of the Grading Permit.
12. The developer will be required to obtain permission from adjoining property owners for any off-site grading and slopes necessary to construct the project and/or the required improvements.
13. Cross-lot drainage may be allowed on a case-by-case basis, to be approved by the City Engineer. Brow ditches or storm drain pipes that convey cross lot drainage shall have drainage easements to the HOA on the Final Map.
14. All driveway grades shall conform to current Escondido Design Standards and Escondido Standard Drawings.
15. All lot lines shall be located at the top of slope unless otherwise approved by the City Engineer.
16. All proposed retaining walls shall be shown on and permitted as part of the site grading plan. Wall footings shall not be placed under curb and gutter. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retaining wall design is in conformance with the recommendations and specifications as outlined in their report. Structural calculations shall be submitted for all walls not covered by the Regional or City Standard Drawings. The cost of any independent third party review deemed necessary by the City Engineer shall be reimbursed by the developer. Retaining walls or deepened footings that are to be constructed as part of building structure will be permitted as part of the Building Department plan review and permit process.
17. Structural calculations for all retaining walls that are part of post-construction storm water treatment measures (basins) shall be submitted to the City for review. The cost of any independent third party review deemed necessary by the City Engineer shall be reimbursed by the developer. Retaining walls shall be designed for hydrostatic pressure for the basin's maximum water surface elevation.

DRAINAGE

1. Final on-site and off-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a drainage study to be prepared by the Engineer of Work. The drainage study shall be in conformance with the City of Escondido Design Standards.

2. Approximately 400 feet of storm drain shall be installed in Bear Valley Parkway and connect to an existing catch basin in Bear Valley Parkway (near APN 231-100-64). The responsibility for maintenance of storm drain on APN 231-100-20, up to the nearest clean out and/or storm drain inlet in Bear Valley Parkway, shall be that of the homeowners' association. Provisions stating this shall be included in the CC&Rs. The storm drain from said clean out (near APN 231-100-20) to the existing catch basin in Bear Valley Parkway (near APN 231-100-64) shall be public. All public storm drain shall be reinforced concrete pipe (RCP) and 18" minimum.
3. All on-site storm drains not in public easements are private. The responsibility for maintenance of these storm drains shall be that of the homeowners' association. Provisions stating this shall be included in the CC&Rs.
4. The project shall limit drainage flows to their pre-construction rates. Details and calculations for the detention basin shall be submitted and approved as part of the grading plan check.
5. A Storm Water Quality Management Plan (SWQMP) in compliance with the City's latest adopted Storm Water Design Manual shall be prepared for all newly created or replaced onsite impervious areas, impervious frontage, and required offsite improvements. The SWQMP shall be submitted for approval with the final improvement and grading plans. The SWQMP shall include post-construction storm water treatment measures, and maintenance requirements. Project area not treated by post-construction storm water treatment measures shall meet the definition of De Minimis Drainage Management Areas (DMAs) in Escondido's Storm Water Design Manual. Underdrains for post-construction storm water treatment measures shall be connected to the private storm drain system. The SWQMP shall be approved prior to issuance of the Grading Permit.
6. All site drainage with emphasis on the roadway, parking, and driveway areas shall be treated to remove expected contaminants using a high efficiency non-mechanical method of treatment. The City highly encourages the use of bio-retention areas as the primary method of storm water retention and treatment. The landscape plans will need to reflect these areas of storm water treatment.
7. Site Design and Source Control Best Management Practices (BMPs) shall be implemented to the maximum extent practicable. Downspouts from buildings shall be directed to landscaping, or storm water treatment facilities, to allow the infiltration of runoff into the ground. Where feasible, runoff from the hardscape areas shall be directed to landscaped areas to allow infiltration into the ground.
8. The developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement (SWCFMA). This recorded SWCFMA shall be referenced in the CC&Rs.

WATER SUPPLY

1. All water main locations and sizing shall be to the satisfaction of the Utilities Engineer. Required water main improvements shall include extension of the existing 8-inch water line in Lion Valley Road and looped to connect to the existing water line in Bear Valley

Parkway. All proposed water mains shall be sized to provide the required fire flow while still meeting City Standards.

2. Fire hydrants together with an adequate water supply shall be installed at locations approved by the Fire Marshal.
3. Because fire sprinklers are required by the Fire Department, a 1" minimum water service, 1" water meter, and back flow prevention device shall be required for each lot. Water meters and back flow prevention devices shall not be installed within the driveway apron or private drive areas.
4. No trees or deep rooted plants shall be planted within 10 feet of any water service.
5. All water services shall be installed per current City of Escondido Design Standards and Standard Drawings.
6. The developer shall provide an all-weather access road (suitable for use by maintenance vehicles) to all water mains within easements.

SEWER

1. All sewer main locations and sizing of mains shall be to the satisfaction of the Utilities Engineer. Required sewer main improvements include extension of the existing 8-inch sewer main to the Lion Valley Road cul-de-sac.
2. The developer shall install a sewer lateral to the single family home on APN 231-100-77, connect the existing home to the new sewer lateral, and pay sewer connection fees prior to Final Map recordation.
3. A private 4" minimum PVC sewer lateral with a standard clean-out within 18" of the right-of-way shall be constructed for each Lot and shown on the Improvement and Grading plans. All sewer laterals shall be constructed per current City of Escondido Design Standards and Standard Drawings. The construction of all sewer laterals shall be included in the improvement plans and bonding quantities.
4. No trees or deep rooted bushes shall be planted within 10' of any sewer lateral, or within 15' of any sewer main.
5. All sewer laterals will be considered a private sewer system. The property owners and/or the Home Owners Association will be responsible for all maintenance of their individual sewer laterals to the sewer main. Provisions stating this shall be included in the CC&Rs.

LANDSCAPE

1. A site landscaping and irrigation plan shall be submitted to the Engineering Department with the first submittal of the grading plan. The initial submittal of the landscape plans shall include the required plan check fees.
2. Graded slopes outside the subdivision boundary (on parcels adjacent to the subdivision) shall be landscaped and irrigation installed by the developer. These slopes shall be

maintained by either the homeowner's association or adjacent property owner(s) and the party providing maintenance shall provide water to the irrigation system. If adjacent property owner(s) are designated to maintain slope(s), the developer shall demonstrate the property owner(s) have agreed to provide long-term maintenance of the landscaping, and irrigation for the slope(s) is connected to this property owners' water meter. If the developer cannot demonstrate this, the homeowner's association shall irrigate and maintain slopes. Provisions stating whom will be responsible for maintenance and irrigation shall be included in the CC&Rs.

3. Damaged landscape and/or irritation on APN 231-100-20 shall be replaced with appropriate groundcover, shrubs and trees (where feasible due to the location of utilities), and shall be to the satisfaction of the City Engineer.

FINAL MAP - EASEMENTS AND DEDICATIONS

1. The developer shall make all necessary dedications (or, if appropriate, offer of dedications) for public rights-of-way on the following streets contiguous to the project to bring the roadways to the indicated classification.

STREET

CLASSIFICATION

Lion Valley Road

Suburban Residential Road (43' right-of-way width)

2. All easements, both private and public, affecting subject property shall be shown and delineated on the Final Map.
3. Necessary public utility easements for sewer, water, storm drain, etc. shall be granted to the City on the Final Map. The minimum easement width is 20 feet. Easements with additional utilities shall be increased accordingly.
4. Private drainage easements shall be shown on the Final Map and granted to the Homeowners' Association upon transfer of title for all private drainage facilities including any brow ditches (5' min. wide) and drain pipes (5' min. wide) needed to convey storm water within the project.
5. Existing Irrevocable Offers of Dedications (IOD's) needed for completion of improvements on Lion Valley Road shall be accepted by the City prior to recordation of the Final Map. This acceptance with document numbers shall be shown on the Final Map.
6. The developer shall acquire a private storm drain easement from the City of Escondido for the private storm drain on APN 231-100-20 prior to recordation of the Final Map. The developer shall compensate the City fair market value of the easement prior to recordation of the Final Map.
7. The developer shall acquire private easements for retaining walls from property owners adjacent to the subdivision prior to recordation of the Final Map and issuance of the Grading Permit. Private easements shall include wall footings. If the developer cannot

secure private easements for retaining walls, the Lion Valley cul-de-sac and/or retaining wall shall be designed in a manner that does not need private easements.

8. The developer is responsible for making the arrangements to quitclaim all easements of record which conflict with the proposed development prior to approval of the Final Map. If an easement of record contains an existing utility that must remain in service, proof of arrangements to quitclaim the easement once new utilities are constructed must be submitted to the City Engineer prior to approval of the Final Map. Building permits will not be issued for lots in which construction will conflict with existing easements, nor will any securities be released until the existing easements are quitclaimed.

REPAYMENTS AND FEES

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

CC&Rs

1. Copies of the CC&Rs shall be submitted to the Engineering Department and Planning Department for approval prior to approval of the Final Map.
2. The developer shall make provisions in the CC&Rs for maintenance by the homeowners' association drainage swales, storm water treatment facilities, all onsite and offsite storm drains, and any common open spaces. These provisions must be approved by the Engineering Department prior to approval of the Final Map.
3. The developer shall make provisions in the CC&Rs for maintenance, repair and access to all brow ditches and drain pipes which pass from one lot through an adjacent lot. Copies of an approved wording and format for this section of the CC&Rs may be obtained from the Engineering Department.
4. The CC&Rs must state that the homeowners' association assumes liability for damage and repair to City utilities in the event that damage is caused by the homeowner's association when repair or replacement of private utilities is done.

5. The developer shall make provisions in the CC&Rs for maintenance and irrigation of graded slopes outside the subdivision boundary in accordance with Landscape Condition 2.
6. The CC&Rs must state that (if stamped concrete is used in the private driveways) the Homeowners' Association is responsible for replacing the stamped concrete in kind if the City has to trench the street for repair or replacement of an existing utility.

UTILITY UNDERGROUNDING AND RELOCATION

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

CITY OF ESCONDIDO

**ACTION MINUTES OF THE REGULAR MEETING OF THE
ESCONDIDO PLANNING COMMISSION**

October 23, 2018

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

Commissioners present: James Spann, Chairman; Don Romo, Vice-chairman; Joe Garcia, Commissioner; James McNair, Commissioner; Mark Watson, Commissioner; and Stan Weiler, Commissioner.

Commissioners absent: Michael Cohen, Commissioner.

Staff present: Mike Strong, Assistant Planning Director; Owen Tunnell, Principal Engineer; Adam Phillips, Deputy City Attorney; and Kirsten Peraino, Minutes Clerk.

MINUTES:

Moved by Commissioner Weiler, seconded by Commissioner Watson, to approve the Action Minutes of the September 11, 2018, meeting. Motion carried unanimously (5-0, Commissioner McNair was absent for Minutes vote).

WRITTEN COMMUNICATIONS – None.

FUTURE NEIGHBORHOOD MEETINGS: – None.

ORAL COMMUNICATIONS: – None.

PUBLIC HEARINGS:

**1. TENTATIVE MAP MODIFICATION, EXTENSION OF TIME AND
DEVELOPMENT AGREEMENT – SUB 16-0012 and PHG 18-0028:**

REQUEST: A modification to a previously approved ten-lot Tentative Subdivision Map (TR 878) to revise the design and project conditions of approval to conform

to current storm water standards, eliminate an extraneous emergency access road to Bear Valley Parkway, revise retaining wall designs and locations, allow for an increase in the retaining walls along the northern property boundary up to approximately six feet in height in limited locations due to existing topographic constraints, modify pad grading and accommodate off-site grading/improvements. The number of lots would remain the same and pad elevations along the northern property boundary would remain in conformance with the previous Tentative Map. The project also includes a request for an Extension of Time and a proposed Development Agreement to extend the expiration date of the map to July 11, 2020. The proposal relies on previously adopted environmental determinations prepared for the project.

PROPERTY SIZE AND LOCATION: Approximately 3.19 acres generally located west of Lion Valley Road, south of Bear Valley Parkway, addressed as 323 Lion Valley Road.

ENVIRONMENTAL STATUS: A Negative Declaration (City File ER 2004-16) was adopted for the originally approved project. In conformance with CEQA Section 15162, no additional environmental documentation need be prepared because there are no substantial changes to the project that would require important revisions to the previous environmental documentation.

STAFF RECOMMENDATION: Approval

PUBLIC DISCUSSION:

- Tom Wiedemann, Engineer for the project spoke in opposition to Engineering Conditions 3 and 4.
- Chip Hasley, in favor of project
- William Yen, in favor of project
- Michael Tan, in favor of project
- David Ferguson, in favor of project

COMMISSIONER DISCUSSION AND QUESTIONS.

COMMISSION ACTION:

Moved by Commissioner Weiler, seconded by Commissioner Watson to approve staff's recommendation with the change to Planning Condition #14 to change to Final Map. Motion carried, Ayes: McNair, Romo, Spann, Watson, and Weiler. Noes: Garcia. (5-1-0)

2. ZONING CODE AMENDMENT – AZ 18-0008:

REQUEST: An amendment to Article 66 (Sign Ordinance) of the Escondido Zoning Code to allow certain signs to be placed within the public right-of-way. The intent of the amendment is to provide limited opportunities for the placement of monument signs in the public right-of-way, immediately adjacent to private, commercially zoned properties, in situations where existing public utilities otherwise preclude the placement of said signs on said private property. The proposal also includes the adoption of the environmental determination prepared for the project.

PROPERTY SIZE AND LOCATION: Citywide

ENVIRONMENTAL STATUS: Exemption under the General Rule, CEQA Section 15061(b)(3).

APPLICANT: City of Escondido

STAFF RECOMMENDATION: Approval

COMMISSION ACTION:

Moved by Commissioner Weiler, seconded by Commissioner Watson to approved staff's recommendation. Motion carried unanimously. (6-0)

CURRENT BUSINESS:

- 1. ADOPTION OF PLANNING COMMISSION BY-LAWS AND PROPOSED CHANGES (MISC 17-0013) TO THE PROCEDURES AND PROTOCOLS OF THE PLANNING COMMISSION**

COMMISSION ACTION:

Moved by Chairman Spann, seconded by Commissioner Garcia to approve by-laws supplementing with continued hard copy packet distribution. Motion carried unanimously 6-0. Adopt Planning Commission Resolution No. 2018-01.

ORAL COMMUNICATIONS: – None.

ADJOURNMENT:

Chair Spann adjourned the meeting at 8:30 p.m. The Planning Commission meeting scheduled for November 13, 2018 has been cancelled. The next regularly scheduled Planning Commission meeting will be held at 7:00 p.m. on Tuesday, November 27, 2018 in the City Council Chambers, 201 North Broadway Escondido, California.

Mike Strong, Secretary to the Planning
Commission

Kirsten Peraino, Minutes Clerk

RESOLUTION NO. 2018-170

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING A MODIFICATION TO A
PREVIOUSLY APPROVED TEN-LOT
TENTATIVE SUBDIVISION MAP AND TWO-
YEAR EXTENSION OF TIME

Case No. SUB 16-0012 (TR 878)

WHEREAS, pursuant to Chapter 32 of the Escondido Zoning Code, the Planning Commission did, on January 11, 2005, consider and approve a request for a ten-lot Tentative Subdivision Map (TR 878) on approximately 3.19 acres of land within the R-1-10 (Single-Family Residential, 10,000 SF min. lot size) zone. The project site generally is located west of Lion Valley Road, south of Bear Valley Parkway, addressed as 323 Lion Valley Road, more particularly described in Exhibit "C," and incorporated by this reference; and

WHEREAS, in consideration of the Project (TR 878), the City Council adopted a Final Initial Study/Mitigated Negative Declaration prepared for the project (City File No. ER 2004-16) and determined the project would not have any significant impacts to the environment because all project related impacts have been mitigated; and

WHEREAS, the Tentative Map originally was approved for three years and was scheduled to expire on January 11, 2008. The Planning Commission approved a three-year extension of time in 2008, which extended the Tentative Map until January 11, 2011. Subsequent automatic map extensions granted by the State Legislature (SB1185, AB333, AB208 and AB116) extended the Tentative Map until January 11, 2017. The applicant submitted a local time extension request on December 29, 2016,

which was received prior to the January 11, 2017 expiration date and suspends expiration of the map until a final decision is made regarding the extension request; and

WHEREAS, the Planning Commission reviewed the proposed modification and extension of time, related to Tentative Subdivision Map TR 878 and recommends City Council approval of said modification and extension of time; and

WHEREAS, the applicant requests that the City Council approve the modification to the Tentative Subdivision Map and Extension of Time for two years as permitted by the Subdivision Map Act and Chapter 33, Article 2 of the City of Escondido Zoning Code; and

WHEREAS, no subsequent environmental review is necessary for the modification and map extension project pursuant to State CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declarations). The City has reviewed the Project and the previous Initial Study/Negative Declaration (IS/ND), prepared for the project (City File No. ER 2004-16) and analyzed it based upon the provisions of the State CEQA Guidelines. The Project requests a modification and an extension of time for a previously approved Tentative Subdivision Map. Potential environmental impacts were analyzed and disclosed in an adopted IS/ND. The setting for the Project has not significantly changed since the adoption of the environmental document. Development around the Project site had previously occurred and was contemplated as part of the original approval of the site. The Project does not involve any physical changes in the environment and, hence, does not have the potential for causing a significant effect on the environment. Therefore, the adopted IS/ND is sufficient and, pursuant to State

CEQA Guidelines Section 15162 which identifies the requirements for which subsequent analysis is required, no further environmental review is necessary; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said modification to the Tentative Subdivision Map and Extension of Time.

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

1. That the above recitations are true.
2. That the Findings of Fact attached as Exhibit "A" were made by said Council, and is incorporated by this reference.
3. That upon consideration of the Findings, all material in the staff report (a copy of which is on file in the Planning Division) this City Council approves the proposed modifications to the Tentative Subdivision Map (SUB16-0012) and Extension of Time for two years, as reflected on plans and documents on file in the offices of the City Clerk and Planning Division, and subject to the Conditions of Approval as set forth as Exhibit "B" and is incorporated by this reference.

EXHIBIT "A"

FINDINGS OF FACT SUB 16-0012 and PHG 18-0028 (TR 878)

Environmental Determinations:

1. The requirements of the California Environmental Quality Act (CEQA) have been met and a Negative Declaration (City File No. ER 2004-16) was adopted for the project in 2005.

No special circumstances exist that would create a reasonable possibility that the Tentative Map Modification, granting the Tentative Map Extension, and approving the Development Agreement will have a significant effect on the environment beyond what was previously analyzed and disclosed. All of the requirements of the CEQA have been met and no additional environmental review is required in conformance with CEQA Section 15162(a) "Use of Previous Document." No significant issues remain unresolved through compliance with code requirements and the recommended conditions of approval. The project does not include any substantial changes which would require any revisions to the environmental document due to the involvement of new significant effects or a substantial increase in the severity of previously identified significant effects.

Tentative Subdivision Map Modification

1. The General Plan land-use designation for the 3.19-acre site is Suburban, which permits a maximum density of 3.3 du/acre with a minimum lot size of 10,000 SF. The proposed 10-lot subdivision map with a density 3.13 du/ac would be consistent with the General Plan yield and density provisions. All lot sizes also would be consistent with the required minimum net lot area of 10,000 SF. The project is consistent with the adopted General Plan land use designation, which anticipates single-family residential development on the project site.
2. The proposed residential project would not disrupt or divide the physical arrangement of the area because the project is zoned for residential development, is infill in nature, and is adjacent to similar single-family residential uses to the north, south and east and west. Access would be provided by the extension of Lion Valley Road to serve the project. Development of the project and street and utility extensions would not adversely alter or impact the existing circulation pattern throughout the surrounding neighborhood, nor preclude the development of surrounding parcels. Adequate public facilities are available, and water and sewer service can be provided to the project with extension of nearby existing facilities. The design and improvements of the proposed subdivision map are consistent with all requirements and development standards of the General Plan and the Zoning Code, because the proposed lot sizes, configuration, and access are consistent with the Suburban land-use designation and the R-1-10 zone, based on the applicant's proposal and the conditions of approval.
3. The proposed residential project would not result in the destruction of desirable natural features, nor be visually obstructive or disharmonious with surrounding areas because the project site is infill in nature and adjacent to residential development. The project site currently is development with residential structures and does not contain any significant visual resources or prominent topographical features. Existing vegetation would be permanently replaced by residential development, associated infrastructure and new landscaping. The development of the future homes would not result in any adverse visual impacts or result in the obstruction of any scenic view or vista.

open to the public. The project also would not damage any significant scenic resources within a designated State scenic highway or create an aesthetically offensive site open to the public. The proposed grading design would not result in any manufactured slopes or pads that would create any significant adverse visual or compatibility impacts with adjacent lots, nor block any significant views. All manufactured slopes would be required to be landscaped in conformance with the City's Landscape Ordinance to screen and soften visual impacts, as well as views from surrounding properties. Any grading and subsequent compaction of the site, as necessary, will be per City standards (Article 55, Escondido Zoning Code) to the satisfaction of the City Engineer.

4. The site is suitable for the single-family residential type of development and density proposed as the site is zoned for single-family development, and is located within a neighborhood developed with single-family homes. Adequate access and public utilities can be provided to the site. All vehicular traffic generated by the project will be accommodated safely and would not degrading the level of service on the adjoining streets or intersections. All grading will be in conformance with the Grading Ordinance, and appropriate access and utilities are available to the site.
5. The proposed residential development would not conflict with the provisions of an adopted Specific Plan or proposed Habitat Conservation Plan. The project site is not located within any area identified for preservation on the City's draft Multiple Habitat Conservation Program (MHCP) nor does it contain any sensitive resources as identified in General Plan Resource Conservation Element. The project site is not listed on the City' Parks, Trails and Open Space Plan, or any local or regional parks and open space.
6. The design of the residential map and the type of improvements are not likely to cause serious public health problems because the project would not degrade the levels of service on the adjoining streets or drainage systems, with the implementation of the recommended Conditions of Approval. City water and sewer are existing and available to the site, and existing service to surrounding properties would not be adversely impacted. The project would not create any adverse noise impacts to adjacent properties due to the residential nature of the project and limited traffic generated by the project.
7. The design of the map and the type of improvements will not conflict with easements of record, or easements established through court judgments, or acquired by the population at large, for access through, or use of property within the proposed map because any existing easements will either be accommodated within the project design; be quitclaimed prior to recordation of the map; or alternate provisions provided.
8. The design of the subdivision map has provided, to the extent feasible, for passive or natural heating or cooling opportunities in the subdivision. Unit sizes and configuration provide opportunities for passive/solar heating and landscaping provides passive cooling opportunities.
9. All permits and approvals applicable to the proposed map pursuant to the Escondido Zoning Code will be obtained prior to recordation of the map. The Tentative Subdivision Map meets all of the requirements or conditions imposed by the Map Act and Escondido Zoning Code and is consistent with the General Plan

Extension of Time Tentative Subdivision Map

1. The City's Subdivision Ordinance (Chapter 32) and Government Code Section 66452.6(e) allows for discretionary extensions of Tentative Map totaling up to five years. The applicant's request to further extend the life of the previously-approved Tentative Map (TR 878) upon filing a timely application for an extension of time, the tentative map shall automatically be extended for sixty (60) days or until the application for the extension is approved, conditionally approved, or denied, whichever occurs first.
2. The City Council finds that the two-year discretionary extension request, to January 11, 2019, is reasonable, was filed within the time periods specified, and meets all requisite findings for extension of time on the Tentative Map.
3. Because legal authority exists for combining various extension strategies for maximum relief, this two-year discretionary extension relates to other related extension requests under the Subdivision Map Act (i.e. Government Code Section 66452.6(a)(1), which allows extension through Development Agreement).

EXHIBIT "B"

CONDITIONS OF APPROVAL SUB16-0012 (TR 878)

General

1. All construction shall comply with all applicable requirements of the Escondido Zoning Code and requirements of the Planning Department, Director of Building, Engineering Division, and the Fire Chief.
2. Access for use of heavy fire fighting equipment as required by the Fire Chief shall be provided to the job site at the start of any construction and maintained until all construction is complete. Also, there shall be no stockpiling of combustible materials, and there shall be no foundation inspections given until on-site fire hydrants with adequate fire flow are in service to the satisfaction of the Fire Marshal. The number and location of fire hydrants shall be approved by the Fire Department.
3. Any fire lanes and no parking areas shall be appropriately signed no parking, to the satisfaction of the Fire Department and City Engineer.
4. The legal description attached to the application has been provided by the applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.
5. Prior to or concurrent with the issuance of building permits, the appropriate development fees and Citywide Facility fees shall be paid in accordance with the prevailing fee schedule in effect at the time of building permit issuance, to the satisfaction of the Director of Community Development.
6. All exterior lighting shall conform to the requirements of Article 1072, Outdoor Lighting (Ordinance No. 86-75).
7. All project generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08).
8. All new utilities shall be underground.
9. In accordance with the Suburban street design standard, a minimum of six cars shall be accommodated on each lot and 1.5 on-street spaces per lot. On-street spaces shall be a minimum of 22 feet in length. On-street spaces shall only be allowed on one side of the street and the other side marked and signed "No Parking" to the satisfaction of the City Engineer and Fire Department.
10. Any proposed retaining walls and shall incorporate decorative block materials and cap. This shall be noted on the project improvement plan (i.e., type of block, color, decorative cap, etc.).
11. All lots shall meet the average lot width and net lot area requirements of the underling zone. Conformance with these requirements shall be demonstrated on the certified map, grading plan and final map. Non-compliance with these minimum standards will result in a revision to the map.

12. No exemptions from the Grading Ordinance are approved as part of this project. All proposed grading shall be in substantial conformance with the conceptual grading plan as shown on the Tentative Map. All fill slopes and retaining walls heights for Lots 6, 7, 8, 9 and 10 shall be limited to a maximum of five feet in height, with limited areas up to six feet in height to account for off-site topographic conditions along the property boundary, as depicted on the Tentative Map. The retaining wall within the northeastern corner of Lot 7 shall step down at the corner to maintain an approximate not-to-exceed height of five feet. Minor adjustment to the overall height may be approved by the Director of Community Development based on the final design and topography along the property boundary to substantially conform to this requirement.
13. Prior to submittal of the grading and improvements plans for the project, a final Tentative Map (TM) shall be submitted for review and certification, along with the appropriate review fee. The certified TM shall include/incorporate any relevant conditions of approval and notes that need to be reflected on the TM, final storm water design elements, as well as the final grading and site design and/or necessary modifications as approved by the Planning Commission and City Council.
14. Prior to recordation of the Final Map, copies of the CC&Rs shall be submitted for review and approval. The CC&Rs shall be submitted to the Engineering Division (along with the appropriate review fee). The CC&Rs shall contain provisions for the maintenance of any common facilities, landscaping, drainage and storm water facilities, and walls, etc.
15. Prior to occupancy for Lots 6, 7, 8, 9, and 10, a solid vinyl type fence with picket or lattice topper (up to six feet in height, maximum) shall be constructed at the top of slope or retaining wall along each lot. The overall height of the fencing may vary in height to adjust for the transition in the retaining wall design, topography along the property line, and visual impacts of the combination wall/fence, to the satisfaction of the Director of Community Development. Said wall/fence construct shall be of high quality and craftsmanship, with elegant panel height section transitions that occur at property line or integrated, joint plate lines; and shall be similar in quality and material design with other property fencing, elsewhere on the five lots and the project site. The final design, materials and color shall be identified on the landscape plans.
16. Prior to occupancy, the developer shall post the address of each residence on the exterior of the home.
17. Staff Design Review approval of the proposed plotting and architectural design of the future residences within the subdivision shall be required prior to the submittal of the plans for building permit. Appropriate colored elevations and materials samples shall be submitted.
18. No street names are part of this approval. A separate request shall be submitted prior to final map.
19. All habitable buildings shall be noise-insulated to maintain interior noise levels not exceeding 45 dBA or less. An interior noise analysis shall be submitted with the building plan submittal to demonstrate compliance with the interior noise requirements. Any required measures shall be incorporated into the architectural plans.
20. Setback for the garages and/or covered parking structure shall will be measured from the back of the Public Utility Easement and shall provide a minimum 25-foot-setback from the back of the sidewalk.

21. As required by the Planning Commission, Lots 7 and 8 shall be limited to one-story residences to minimize overlooking onto adjacent properties. No single-residence or structural roof element, or accessory structure on the two lots shall exceed 18 feet in height, unless otherwise exempted by the Escondido Zoning Code. This restriction also shall be included in the CC&Rs.
22. Prior to recordation of the final map, the applicant shall complete the boundary adjustment between the subject property and the Regan property (ADJ. Plat 2004-10) and record Certifications of Compliance for each affected parcel.
23. Prior to recordation of the final map, the applicant shall execute the Development Agreement.
24. Prior to recordation of the final map, all existing structures on the site to be removed shall be removed and the existing accessory building on the adjacent property that encroaches onto Lot 1 shall be modified to meet the setback requirements.

Landscaping

1. Six copies of a detailed landscape and irrigation plan(s) shall be submitted to the Engineering Division in conjunction with the submittal of the Final Map and Grading Plans, and shall be equivalent or superior to the concept plan attached as exhibit(s) in the staff report(s). A plan check fee of will be collected at the time of submittal. The required landscape and irrigation plan(s) shall comply with the provisions, requirements and standards in the City's Landscape Ordinance (Article 62) as well as the State Model Water Efficient Landscape Ordinance. The plans shall be prepared by, or under the supervision of a licensed landscape architect and include a signed statement noting compliance with these provisions.
2. Street trees shall be provided along every frontage within, or adjacent to this subdivision in conformance with the Landscape Ordinance and City of Escondido Street Tree List. A minimum of 26, 24-inch box-sized trees shall be incorporated into the landscape design to mitigate the removal of existing mature trees on the site as required by the Tree Preservation Ordinance (Ord. 93-11) to the satisfaction of the Planning Division.
3. The final fencing, gates, and wall design shall be included with the landscape plans. Any fencing proposed for detention basins shall incorporate decorative open metal type fencing and shall conform to the height and setback requirements for the underlying R-1-10 zone.
4. All landscaping shall be permanently maintained in a flourishing manner. All irrigation shall be maintained in fully operational condition.
5. The proposed storm water basins shall be designed with an appropriate mix of plant materials and shall be designed as a visual amenity for the project. The type of fencing, including any perimeter and lot fencing shall be indicated on the landscape plans. All fencing shall conform to the height and setback requirements for the underlying R-1 zone.
6. Appropriate landscaping shall be installed and maintained along the street parkway area in front of the retaining wall along the bulb of the cul-de-sac, to include trees and shrubs. Should the final design of the wall footing preclude the use of trees, then appropriate shrubs and vines shall be utilized to provide appropriate screening along the face of the wall. The landscaping shall be maintained by the project homeowners' association.

7. All off-site slopes shall be landscaped with a combination of ground cover, shrubs and trees to adequately control erosion. The final design shall be coordinated with the adjacent property owner in accordance with the necessary permission to grade. Appropriate permanent irrigation also shall be required and noted on the landscape plans.
8. Prior to occupancy of the buildings, all required landscape improvements shall be installed and all vegetation growing in an established, flourishing manner. The required landscaped areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan.
9. The installation of the landscaping and irrigation shall be inspected by the project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.

ENGINEERING CONDITIONS OF APPROVAL

GENERAL

1. The applicant shall provide the City Engineer with a Subdivision Guarantee and Title Report covering subject property.
2. The location of all on-site utilities shall be determined by the Engineer. If a conflict occurs with proposed lots, these utilities shall be relocated.
3. As surety for the construction of required off-site and/or on-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the developer with the City of Escondido prior to the approval of this Subdivision.
4. No Building Permits shall be issued for any construction within this Subdivision until the Final Subdivision Map is recorded and either:
 - a) All conditions of the Tentative Subdivision Map have been fulfilled: or
 - b) Those conditions unfulfilled at the time of an application for Building Permits shall be secured and agreements executed in a form and manner satisfactory to the City Attorney and City Engineer.
5. If site conditions change adjacent to the proposed development prior to completion of the project, the developer will be responsible to modify his/her improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer.
6. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be determined by and corrected to the satisfaction of the City Engineer.
7. The engineer shall submit to the Planning Department a copy of the Tentative Map as presented to the Planning Commission and the City Council. The Tentative Map will be signed by the Planning Department verifying that it is an accurate reproduction of the approved Tentative Map and must be included in the first submittal for plan check to the Engineering Department.

STREET IMPROVEMENTS AND TRAFFIC

1. Public street improvements shall be constructed to City Standards as required by the Subdivision Ordinance in effect at the time of the Tentative Map approval and to the satisfaction of the City Engineer. Specific details, including final street improvement widths,

right-of-way widths, concrete curb and gutters, drainage, lighting, etc. shall be resolved to the satisfaction of the City Engineer.

2. The developer shall construct street improvements, including but not limited to, concrete curb, gutter, sidewalk, street lights, street trees, paving and base on the following streets within and adjoining the project boundary and up to the existing terminus point of Lion Valley Road:

STREET

CLASSIFICATION

Lion Valley Road

Suburban Residential Road (28' curb to curb)

See appropriate typical sections in the current Escondido Design Standards for additional details.

3. The developer shall grind (5' header cut) along lip of gutter and overlay (2") of asphalt concrete on Lion Valley Road, from Bear Valley Parkway to the existing terminus point, as determined by the City Engineer prior to occupancy.
4. All damaged curb, gutter, and sidewalk along the existing section of Lion Valley Road shall be removed and reconstructed to the satisfaction of the City Engineer.
5. The address of each lot/dwelling unit shall either be painted on the curb or, where curbs are not available, posted in such a manner that the address is visible from the street. In both cases, the address shall be placed in a manner and location approved by the City Engineer.
6. Sidewalk construction shall be contiguous to the curb in accordance with current Escondido Design Standards.
7. All cul-de-sacs shall conform to the current Escondido Design Standards.
8. All knuckles within the public rights-of-way shall conform to current Escondido Design Standards.
9. The developer will be required to provide a detailed detour and traffic control plan, for all construction within existing rights-of-way, to the satisfaction of the Traffic Engineer and the Field Engineer. This plan shall be approved prior the issuance of an Encroachment Permit for construction within the public right-of-way.
10. The developer's engineer shall prepare a complete signing and striping plan for all improved roadways. Any removal of existing striping shall be done by the developer's contractor. The developer shall be responsible for all signage and striping for the project.
11. Pedestrian access routes shall be provided into the project to the satisfaction of the City Engineer.

12. Street lighting shall be required on Lion Valley Road in accordance with Escondido Design Standards.

GRADING

1. A site grading and erosion control plan shall be approved by the Engineering Department. The first submittal of the grading plan shall be accompanied by 3 copies of the preliminary soils and geotechnical report. The soils engineer will be required to indicate in the soils report that he/she has reviewed the grading design and found it to be in conformance with his/her recommendations.
2. Erosion control, including riprap, interim slope planting, sandbags, or other erosion control measures shall be provided to control sediment and silt from the project. The developer shall be responsible for maintaining all erosion control facilities throughout the project.
3. Increased cut slope setbacks may be required along the project boundary to avoid disrupting any existing septic systems in the adjoining residential areas and may be required to avoid encountering ground water problems. Actual setbacks to be used will be based on recommendations of the soils engineer. The requirements of the San Diego County Health Department should be consulted in this regard. In lieu of these requirements, or if the County Health Department requirements cannot be met, the developer must arrange to connect adjoining existing dwelling units, now on private septic systems, to the public sewer system. In this regard, the developer will be required to make necessary arrangements for all main extensions, easements, and payment of all connection and permit fees. Any dwellings in the unincorporated areas must have special approval of the City Council before being connected to the City sewer system. This requirement shall also apply to off-site road and utility improvements where existing septic systems are jeopardized as a result of these improvements.
4. It shall be the responsibility of the developer to pay all plan check and inspection fees required by the San Diego County Health Department.
5. Cut slope setbacks must be of sufficient width to allow for construction of all necessary screen walls and/or brow ditches.
6. The developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.
7. A Construction General Permit is required from the State Water Resources Control Board for all storm water discharges associated with a construction activity where clearing, grading, and excavation results in a land disturbance of one or more acres.

8. Lot drainage shall meet the requirements of current Escondido Design Standards and the City Engineer and shall include the construction of necessary brow ditches. All cut slopes created shall have brow ditches installed at the top of slope in accordance with San Diego Regional Standard drawings.
9. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.
10. All existing foundations and structures, other than those designated "to remain" on the Tentative Map, shall be removed or demolished from the site.
11. Unless specifically permitted to remain by the County Health Department, all existing wells within the project or affected by the off-site improvements shall be abandoned and capped, and all existing septic tanks within the project or affected by the off-site improvements shall be pumped and backfilled per County Health Department requirements prior to issuance of the Grading Permit.
12. The developer will be required to obtain permission from adjoining property owners for any off-site grading and slopes necessary to construct the project and/or the required improvements.
13. Cross-lot drainage may be allowed on a case-by-case basis, to be approved by the City Engineer. Brow ditches or storm drain pipes that convey cross lot drainage shall have drainage easements to the HOA on the Final Map.
14. All driveway grades shall conform to current Escondido Design Standards and Escondido Standard Drawings.
15. All lot lines shall be located at the top of slope unless otherwise approved by the City Engineer.
16. All proposed retaining walls shall be shown on and permitted as part of the site grading plan. Wall footings shall not be placed under curb and gutter. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retaining wall design is in conformance with the recommendations and specifications as outlined in their report. Structural calculations shall be submitted for all walls not covered by the Regional or City Standard Drawings. The cost of any independent third party review deemed necessary by the City Engineer shall be reimbursed by the developer. Retaining walls or deepened footings that are to be constructed as part of building structure will be permitted as part of the Building Department plan review and permit process.
17. Structural calculations for all retaining walls that are part of post-construction storm water treatment measures (basins) shall be submitted to the City for review. The cost of any independent third party review deemed necessary by the City Engineer shall be reimbursed

by the developer. Retaining walls shall be designed for hydrostatic pressure for the basin's maximum water surface elevation.

DRAINAGE

1. Final on-site and off-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a drainage study to be prepared by the Engineer of Work. The drainage study shall be in conformance with the City of Escondido Design Standards.
2. Approximately 400 feet of storm drain shall be installed in Bear Valley Parkway and connect to an existing catch basin in Bear Valley Parkway (near APN 231-100-64). The responsibility for maintenance of storm drain on APN 231-100-20, up to the nearest clean out and/or storm drain inlet in Bear Valley Parkway, shall be that of the homeowners' association. Provisions stating this shall be included in the CC&Rs. The storm drain from said clean out (near APN 231-100-20) to the existing catch basin in Bear Valley Parkway (near APN 231-100-64) shall be public. All public storm drain shall be reinforced concrete pipe (RCP) and 18" minimum.
3. All on-site storm drains not in public easements are private. The responsibility for maintenance of these storm drains shall be that of the homeowners' association. Provisions stating this shall be included in the CC&Rs.
4. The project shall limit drainage flows to their pre-construction rates. Details and calculations for the detention basin shall be submitted and approved as part of the grading plan check.
5. A Storm Water Quality Management Plan (SWQMP) in compliance with the City's latest adopted Storm Water Design Manual shall be prepared for all newly created or replaced onsite impervious areas, impervious frontage, and required offsite improvements. The SWQMP shall be submitted for approval with the final improvement and grading plans. The SWQMP shall include post-construction storm water treatment measures, and maintenance requirements. Project area not treated by post-construction storm water treatment measures shall meet the definition of De Minimis Drainage Management Areas (DMAs) in Escondido's Storm Water Design Manual. Underdrains for post-construction storm water treatment measures shall be connected to the private storm drain system. The SWQMP shall be approved prior to issuance of the Grading Permit.
6. All site drainage with emphasis on the roadway, parking, and driveway areas shall be treated to remove expected contaminants using a high efficiency non-mechanical method of treatment. The City highly encourages the use of bio-retention areas as the primary method of storm water retention and treatment. The landscape plans will need to reflect these areas of storm water treatment.

7. Site Design and Source Control Best Management Practices (BMPs) shall be implemented to the maximum extent practicable. Downspouts from buildings shall be directed to landscaping, or storm water treatment facilities, to allow the infiltration of runoff into the ground. Where feasible, runoff from the hardscape areas shall be directed to landscaped areas to allow infiltration into the ground.
8. The developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement (SWCFMA). This recorded SWCFMA shall be referenced in the CC&Rs.

WATER SUPPLY

1. All water main locations and sizing shall be to the satisfaction of the Utilities Engineer. Required water main improvements shall include extension of the existing 8-inch water line in Lion Valley Road and looped to connect to the existing water line in Bear Valley Parkway. All proposed water mains shall be sized to provide the required fire flow while still meeting City Standards.
2. Fire hydrants together with an adequate water supply shall be installed at locations approved by the Fire Marshal.
3. Because fire sprinklers are required by the Fire Department, a 1" minimum water service, 1" water meter, and back flow prevention device shall be required for each lot. Water meters and back flow prevention devices shall not be installed within the driveway apron or private drive areas.
4. No trees or deep rooted plants shall be planted within 10 feet of any water service.
5. All water services shall be installed per current City of Escondido Design Standards and Standard Drawings.
6. The developer shall provide an all-weather access road (suitable for use by maintenance vehicles) to all water mains within easements.

SEWER

1. All sewer main locations and sizing of mains shall be to the satisfaction of the Utilities Engineer. Required sewer main improvements include extension of the existing 8-inch sewer main to the Lion Valley Road cul-de-sac.
2. The developer shall install a sewer lateral to the single family home on APN 231-100-77, connect the existing home to the new sewer lateral, and pay sewer connection fees prior to Final Map recordation.
3. A private 4" minimum PVC sewer lateral with a standard clean-out within 18" of the right-of-way shall be constructed for each Lot and shown on the Improvement and Grading

plans. All sewer laterals shall be constructed per current City of Escondido Design Standards and Standard Drawings. The construction of all sewer laterals shall be included in the improvement plans and bonding quantities.

4. No trees or deep rooted bushes shall be planted within 10' of any sewer lateral, or within 15' of any sewer main.
5. All sewer laterals will be considered a private sewer system. The property owners and/or the Home Owners Association will be responsible for all maintenance of their individual sewer laterals to the sewer main. Provisions stating this shall be included in the CC&Rs.

LANDSCAPE

1. A site landscaping and irrigation plan shall be submitted to the Engineering Department with the first submittal of the grading plan. The initial submittal of the landscape plans shall include the required plan check fees.
2. Graded slopes outside the subdivision boundary (on parcels adjacent to the subdivision) shall be landscaped and irrigation installed by the developer. These slopes shall be maintained by either the homeowner's association or adjacent property owner(s) and the party providing maintenance shall provide water to the irrigation system. If adjacent property owner(s) are designated to maintain slope(s), the developer shall demonstrate the property owner(s) have agreed to provide long-term maintenance of the landscaping, and irrigation for the slope(s) is connected to this property owners' water meter. If the developer cannot demonstrate this, the homeowner's association shall irrigate and maintain slopes. Provisions stating whom will be responsible for maintenance and irrigation shall be included in the CC&Rs.
3. Damaged landscape and/or irritation on APN 231-100-20 shall be replaced with appropriate groundcover, shrubs and trees (where feasible due to the location of utilities), and shall be to the satisfaction of the City Engineer.

FINAL MAP - EASEMENTS AND DEDICATIONS

1. The developer shall make all necessary dedications (or, if appropriate, offer of dedications) for public rights-of-way on the following streets contiguous to the project to bring the roadways to the indicated classification.

STREET	CLASSIFICATION
Lion Valley Road	Suburban Residential Road (43' right-of-way width)

2. All easements, both private and public, affecting subject property shall be shown and delineated on the Final Map.
3. Necessary public utility easements for sewer, water, storm drain, etc. shall be granted to the City on the Final Map. The minimum easement width is 20 feet. Easements with additional utilities shall be increased accordingly.
4. Private drainage easements shall be shown on the Final Map and granted to the Homeowners' Association upon transfer of title for all private drainage facilities including any brow ditches (5' min. wide) and drain pipes (5' min. wide) needed to convey storm water within the project.
5. Existing Irrevocable Offers of Dedications (IOD's) needed for completion of improvements on Lion Valley Road shall be accepted by the City prior to recordation of the Final Map. This acceptance with document numbers shall be shown on the Final Map.
6. The developer shall acquire a private storm drain easement from the City of Escondido for the private storm drain on APN 231-100-20 prior to recordation of the Final Map. The developer shall compensate the City fair market value of the easement prior to recordation of the Final Map.
7. The developer shall acquire private easements for retaining walls from property owners adjacent to the subdivision prior to recordation of the Final Map and issuance of the Grading Permit. Private easements shall include wall footings. If the developer cannot secure private easements for retaining walls, the Lion Valley cul-de-sac and/or retaining wall shall be designed in a manner that does not need private easements.
8. The developer is responsible for making the arrangements to quitclaim all easements of record which conflict with the proposed development prior to approval of the Final Map. If an easement of record contains an existing utility that must remain in service, proof of arrangements to quitclaim the easement once new utilities are constructed must be submitted to the City Engineer prior to approval of the Final Map. Building permits will not be issued for lots in which construction will conflict with existing easements, nor will any securities be released until the existing easements are quitclaimed.

REPAYMENTS AND FEES

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

items of work with a minimum of \$5,000 up to a maximum of \$50,000, unless a higher amount is deemed necessary by the City Engineer.

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

CC&Rs

1. Copies of the CC&Rs shall be submitted to the Engineering Department and Planning Department for approval prior to approval of the Final Map.
2. The developer shall make provisions in the CC&Rs for maintenance by the homeowners' association drainage swales, storm water treatment facilities, all onsite and offsite storm drains, and any common open spaces. These provisions must be approved by the Engineering Department prior to approval of the Final Map.
3. The developer shall make provisions in the CC&Rs for maintenance, repair and access to all brow ditches and drain pipes which pass from one lot through an adjacent lot. Copies of an approved wording and format for this section of the CC&Rs may be obtained from the Engineering Department.
4. The CC&Rs must state that the homeowners' association assumes liability for damage and repair to City utilities in the event that damage is caused by the homeowner's association when repair or replacement of private utilities is done.
5. The developer shall make provisions in the CC&Rs for maintenance and irrigation of graded slopes outside the subdivision boundary in accordance with Landscape Condition 2.
6. The CC&Rs must state that (if stamped concrete is used in the private driveways) the Homeowners' Association is responsible for replacing the stamped concrete in kind if the City has to trench the street for repair or replacement of an existing utility.

UTILITY UNDERGROUNDING AND RELOCATION

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

EXHIBIT "C"
SUB16-0012, PHG18-0028, TR878
Legal Description

APNs 231-100-82 and 231-101-29

The land referred to herein is situated in the State of California, County of San Diego, City of, and is described as follows.

PARCEL 1:

ALL THAT PORTION OF LOTS 4, 5 AND 6, BLOCK 184 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 723, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON AUGUST 13, 1892, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY BOUNDARY OF SAID LOT 5, DISTANT THEREON NORTH 28°26'09" WEST 239.28 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 5; THENCE PARALLEL WITH THE SOUTHEASTERLY BOUNDARY OF SAID LOT 5 NORTH 61°33'51" EAST 481.80 FEET TO THE NORTHEASTERLY BOUNDARY OF SAID LOT 5; THENCE ALONG SAID NORTHEASTERLY BOUNDARY SOUTH 28°26'09" EAST 24.28 FEET TO THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 215.00 FEET OF SAID LOT 6; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 61°33'51" EAST 100.00 FEET TO THE NORTHEASTERLY LINE OF THE SOUTHWESTERLY 100.00 FEET OF SAID LOT 6; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 28°26'09" WEST 135.00 FEET TO THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 350.00 FEET OF SAID LOT 6; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 61°33'51" WEST 120.00 FEET TO A LINE WHICH IS PARALLEL WITH AND SOUTHWESTERLY 20.00 FEET FROM THE SOUTHWESTERLY BOUNDARY OF SAID LOT 6; THENCE ALONG SAID PARALLEL LINE NORTH 28°26'09" WEST 79.28 FEET TO THE NORTHWESTERLY BOUNDARY OF LAND DESCRIBED AS PARCEL 1 IN GRANT DEED TO FRANK BIGELBACH AND JANICE BIGELBACH, HUSBAND AND WIFE AS JOINT TENANTS, RECORDED MAY 5, 1994 AS DOCUMENT NO. 1994-0299138 OF OFFICIAL RECORDS; THENCE ALONG SAID NORTHWESTERLY BOUNDARY SOUTH 61°33'51" WEST 461.80 FEET TO THE NORTHEASTERLY BOUNDARY OF SAID LOT 4; THENCE ALONG SAID NORTHEASTERLY BOUNDARY NORTH 28°26'09" WEST 93.41 FEET TO A LINE WHICH IS PARALLEL WITH AND SOUTHEASTERLY 90.00 FEET FROM THE NORTHWESTERLY BOUNDARY OF SAID LOT 4; THENCE ALONG SAID PARALLEL LINE SOUTH 33°03'51" WEST 193.95 FEET TO THE SOUTHERLY CORNER OF LAND DESCRIBED IN DEED TO LYLE H. SMITH RECORDED AUGUST 27, 1953 IN BOOK 4967 AT PAGE 208 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LAND NORTH 56°56'09" WEST 30.00 FEET TO A LINE WHICH IS PARALLEL WITH AND SOUTHEASTERLY 60.00 FEET FROM THE NORTHWESTERLY BOUNDARY OF SAID LOT 4; THENCE ALONG SAID PARALLEL LINE SOUTH 33°03'51" WEST 29.85 FEET TO A LINE WHICH IS PARALLEL WITH AND SOUTHWESTERLY 211.00 FEET FROM THE NORTHEASTERLY BOUNDARY OF SAID LOT 4; THENCE ALONG SAID PARALLEL LINE SOUTH 28°26'09" EAST 102.99 FEET; THENCE NORTH 57°51'43" EAST 101.32 FEET TO A

POINT ON A NON-TANGENT 46.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, A RADIAL LINE FROM SAID POINT BEARS NORTH 57°51'43" EAST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 91°15'25" A DISTANCE OF 73.27 FEET; THENCE NON-TANGENT TO SAID CURVE SOUTH 26°47'48" EAST 81.44 FEET; THENCE NORTH 61°33'51" EAST 62.34 FEET TO THE SOUTHWESTERLY BOUNDARY OF SAID LOT 5; THENCE ALONG SAID SOUTHWESTERLY BOUNDARY NORTH 28°26'09" WEST 17.73 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF A WATER PIPE LINE OVER A STRIP OF LAND 5 FEET IN WIDTH LOCATED WITHIN A PORTION OF LOT 5 IN BLOCK 184 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 723, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892, THE CENTER LINE OF SAID 5 FOOT STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF SAID LOT 5, DISTANT THEREON NORTH 32°38'56" EAST 285.6 FEET FROM THE MOST WESTERLY CORNER OF SAID LOT 5; THENCE SOUTH 28°40' EAST TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF THE LAND CONVEYED TO GRANVILLE E. MCGUIRE AND WIFE BY DEED RECORDED SEPTEMBER 29, 1953 AS DOCUMENT NO. 132298 IN BOOK 5000, PAGE 151 OF OFFICIAL RECORDS, SAID NORTHWESTERLY LINE BEING DISTANT NORTHWESTERLY, 429.28 FEET, MORE OF LESS, FROM THE SOUTHEASTERLY LINE OF SAID LOT 5, SAID 5 FOOT STRIP BEGINNING IN THE NORTHWESTERLY LINE OF SAID LOT 5 AND TERMINATING IN THE NORTHWESTERLY LINE OF SAID MCGUIRE LAND.

PARCEL 3:

AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF LOTS 5 AND 6, BLOCK 184 OF THE RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 723, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 6, DISTANT THEREON NORTH 29°25'23" WEST 350.00 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 6; THENCE SOUTH 60°25'45" WEST 20.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 51°04'37" EAST 66.60 FEET; THENCE NORTH 38°55'23" WEST 26.00 FEET; THENCE SOUTH 51°04'37" WEST 62.25 FEET; THENCE SOUTH 29°25'23" EAST 26.36 FEET TO THE POINT OF BEGINNING.

End of Legal Description

ORDINANCE NO. 2018-21

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING A DEVELOPMENT AGREEMENT
BETWEEN OLEANDER PARTNERS, LLC, AND
THE CITY OF ESCONDIDO FOR THE LION
VALLEY ROAD RESIDENTIAL SUBDIVISION,
ESCONDIDO SUBDIVISION 16-0012 (TR 878)

Planning Case No.: PHG 18-0028

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

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

SECTION 2. That the City Council has reviewed and considered the Final
Initial Study/Negative Declaration (ER 2004-16) that was adopted for this project and
has determined that all environmental issues associated with the project have been
addressed, and no significant environmental impacts will result from approving this
Development Agreement.

SECTION 4. That upon consideration of the Findings/Factors to be
Considered, attached as Exhibit "A" and incorporated by this reference, the staff report,
Planning Commission recommendation, and all public testimony presented at the
hearing(s) held on this Development Agreement ("Agreement"), this City Council finds
this Agreement is consistent with the General Plan and all applicable specific plans of

the City of Escondido, and approves the Agreement attached as Exhibit "B" and incorporated by this reference.

SECTION 5. That the City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be prepared in accordance with Government Code section 36933, to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

EXHIBIT A

FINDINGS OF FACT/FACTORS TO BE CONSIDERED SUB 16-0012 and PHG 18-0028 (TR 878)

Development Agreement Findings

1. A Development Agreement can be used to extend the life of a Tentative map for the life of the Development Agreement (Government Code Section 66452.6(a)(1). Although uncapped by statute as to duration, the Planning Commission finds that an additional one-year extension sufficiently accommodates time for the applicant to prepare a final map and improvement plans.
2. The proposed Development Agreement is consistent with the goals, policies, general land uses and programs specified in the General Plan because the approved residential development is consistent with the requirements of the "Suburban" land-use designations which allows single-family residential development on the site. The residential subdivision for the project previously was approved by the Planning Commission on January 11, 2005.
3. The General Plan land-use designation for the southern portion of the project site is "Suburban" (up to 3.3 single-family dwelling units per acre) with a minimum lot size of 10,000 SF. The project is consistent with the adopted General Plan land use designations, which anticipates single-family residential development on the project site. The approved subdivision is consistent with the General Plan density provisions because the density of the project is approximately 3.13 du/ac within the "Suburban" land-use designation. Proposed lot sizes range from approximately 10,000 SF to 12,268 SF, which would be consistent with the proposed R-1-10 zoning designation designations.
4. The proposed Development Agreement is compatible with the uses authorized in, and the regulations prescribed for the land-use district in which the real property is located, along with all other provisions of Title 21 of the Zoning Code, because the project meets all requirements of the General Plan and Zoning Code, as stated above.
5. The proposed Development Agreement is in conformity with public convenience, general welfare, and good land use practices. The design of the residential map and the type of improvements would not degrade the levels of service on the adjoining streets or drainage systems, with the implementation of the recommended Conditions of Approval. City water and sewer are existing and available to the site, and existing service to surrounding properties would not be adversely impacted. The project would not create any adverse noise impacts to adjacent properties due to the residential nature of the project and limited traffic generated by the project. The project would be in conformance with the General Plan as noted in Section 2 above.
6. The proposed Development Agreement would not adversely affect the orderly development of property or the preservation of property values because the proposed project would not disrupt or divide the physical arrangement of the area because the site is zoned for residential uses, and is adjacent to single-family residential uses on all sides. The project density, yield, and lot sizes would be consistent with the underlying "Suburban" land-use designation, and consistent with adjacent residential development and lot sizes. Access would be provided by the extension of Lion Valley Road, which is an existing residential street. Development of the project and proposed improvements to Lion Valley Road would not adversely alter or impact the existing circulation pattern throughout the surrounding neighborhood, nor preclude the development of surrounding parcels. Adequate public facilities are available and water service can be provided to the project with nominal extension of nearby existing facilities.

In addition to being compatible with the uses in, and the regulations prescribed for, the "Suburban" land use district, public benefits would be provided with the payment of fees to help maintain the Kit Carson Park infrastructure.

7. The proposed Development Agreement is consistent with the provisions of Government Code Sections 65864 et seq.

Environmental Determinations:

1. The requirements of the California Environmental Quality Act (CEQA) have been met and a Negative Declaration (City File No. ER 2004-16) was adopted for the project in 2005.

No special circumstances exist that would create a reasonable possibility that the Tentative Map Modification, granting the Tentative Map Extension, and approving the Development Agreement will have a significant effect on the environment beyond what was previously analyzed and disclosed. All of the requirements of the CEQA have been met and no additional environmental review is required in conformance with CEQA Section 15162(a) "Use of Previous Document." No significant issues remain unresolved through compliance with code requirements and the recommended conditions of approval. The project does not include any substantial changes which would require any revisions to the environmental document due to the involvement of new significant effects or a substantial increase in the severity of previously identified significant effects.

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

APN: 231-100-82 and 231-101-29

Recording Fees Exempt per Government Code Section 27383

DEVELOPMENT AGREEMENT

For

Between

CITY OF ESCONDIDO

And

Oleander Partners, LLC

_____, 2018

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into by and between the City of Escondido ("City") and Oleander Partners, LLC ("Owner").

RECITALS

WHEREAS, Government Code Sections 65864 through 65869.5 and Articles 58 and 68 of the City's Zoning Code authorize the City to enter into binding development agreements with persons or entities having legal or equitable interests in real property for the purpose of establishing certainty in the development process for both the City and the property owner, and to enable specific terms regarding property development, to be negotiated and agreed upon; and

WHEREAS, the purposes of the Agreement are to eliminate uncertainty in the planning and development of the Project by assuring Owner that it may develop the Property, in accordance with existing laws, subject to the terms and conditions contained in the Agreement; assure the orderly installation of necessary improvements and the provision for public services appropriate for the development of the Project; and enable the City to obtain substantial public benefits by virtue of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

ARTICLE I

Definitions

1. **"Amendment"** refers to any written amendment to this Agreement approved by the City Council as provided in Article II, Section 3.
2. **"Annual Review"** refers to the Owner's demonstration of compliance with the terms of this Agreement every 12 months.
3. **"Assignee"** refers to an assignee of this Agreement in accordance with Article II, Section 2 and approved by the City in writing.
4. **"City"** refers to the City of Escondido, its City Council, its mayors and council members, past and present, and employees and agents.
5. **"Cure Period"** refers to the period of time in which a default may be cured, which will be 30 days.

6. **"Development Fees"** refers to the development related fees as provided in the City's Fee Guide and Exhibit B herein and referred to as development fees.
7. **"Director"** refers to the Director of Community Development or designee.
8. **"Effective Date"** of the Agreement shall be the day of the City Council's adoption of an ordinance approving this Agreement.
9. **"Entitlements"** refers to all approvals and permits necessary or incidental to the development of the Project or any portion thereof, whether discretionary or ministerial, including but not limited to, specific plans, tentative or final tract map approvals, whether standard or vesting, conditional use permits, variances, project plans, grading permits, building permits, and this Agreement and includes all conditions of approval regarding any particular Entitlement.
10. **"Exaction"** refers to any fee, tax, requirement, condition, dedication, restriction, or limitation imposed by the City upon the development of the Property at any time in accordance with the Existing Laws.
11. **"Existing Laws"** refers to the ordinances, resolutions, codes, rules, regulations, general plan, stormwater regulations and official policies of the City governing the development of the Property, including, but not limited to, the permitted uses of the Property, the density or intensity of use, the design, improvement and construction standards and specifications for the Project, including the maximum height and size of proposed buildings, and the provisions for reservation and dedication of land for public purposes, in effect on the Effective Date of this Agreement.
12. **"Future Exaction"** refers to Exactions imposed after the Effective Date, whether by ordinance, initiative, resolution, rule, regulation, policy, order or otherwise.
13. **"Future Laws"** refers to all ordinances, resolutions, codes, rules, regulations, and official policies implemented by the City after the Effective Date, whether by ordinance, initiative,

resolution, rule, regulation, policy, order or otherwise. Future Laws includes changes to the Existing Laws.

14. "**General Fees**" refers to all general development fees which the City may levy pursuant to Government Code Sections 66000 et seq. ("the Mitigation Fee Act"), including, but not limited to, application fees, processing fees, utility connection fees, inspection fees, capital facilities fees, development impact fees, traffic impact fees, park fees and such other similar fees as may be enacted from time to time and generally applied throughout the City, excluding Development Fees.

15. "**General Plan**" refers to the City's General Plan in effect on the Effective Date.

16. "**Minor Modifications**" refers to minor modifications regarding the performance of this Agreement that are consistent with the Entitlements and have minimal impacts to the City's operations in terms of timing, performance, value.

17. "**Modification**" refers to a modification approved by the City Council as provided in Article VI, Section 5.

18. "**Owner**" refers to Oleander Partners, LLC, who has legal or equitable interest in the real property which is the subject of this Agreement.

19. "**Operating Memorandum**" refers to addenda to this Agreement to document changes or adjustments in the performance of this Agreement as specified in Article III, Section 7.

20. "**Party**" refers to City or Owner, both of whom may be referred to individually as Party or collectively as Parties.

21. "**Project**" shall mean and refer to all improvements described in the Entitlements and this Agreement.

22. "**Property**" shall mean the certain real property located in the County of San Diego, State of California as described in the Exhibit A.

23. **"Public Benefits"** shall refer to the consideration given by Owner to the City, as described in Exhibit B attached hereto, in return for the City's good faith performance of all applicable terms and conditions in this Agreement.
24. **"Public Improvements"** refers to any public improvements required to be constructed as conditions of approval to the Entitlements or as additionally provided in this Agreement.
25. **"Review Letter"** refers to a letter from the City regarding a statement of Owner's compliance with this Agreement, following a positive Annual Review by the City.
26. **"Term"** shall refer to the term of this Agreement as provided in Article II, Section 1.

ARTICLE II

General Provisions

1. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and shall continue for eighteen (18) months unless terminated, modified, amended or extended as permitted by this Agreement. After the expiration of the Term, this Agreement shall be deemed terminated and of no further force or effect. This Agreement shall terminate with respect to any lot and such lot shall be released and no longer subject to the Agreement, without the execution or recordation of any further document, when a certificate of occupancy has been issued for the building(s) on the lot.
2. **Assignment.** The rights and obligations of Owner under the Agreement may be assigned by Owner as part of an assignment of the Property, only after receiving written approval from the City. Owner shall provide thirty days advance written notice to the City of any requested assignment. The City shall have the right to ensure that the proposed assignee has the financial capability to complete and fulfill any uncompleted requirements relating to the Public Benefits.

Any assignment agreement must be in writing and expressly provide that (a) the assignment shall be subject to this Agreement; and (b) the Assignee assumes all of Owner's rights and obligations with respect to the Property, or portion thereof, assigned.

3. **Amendment of Agreement.** The Agreement may be amended in writing by the mutual consent of the Parties in accordance with Article 58, Chapter 33 of the Escondido Zoning Code as well as any applicable state or federal law. The Agreement shall include any amendment properly approved and executed. Minor Modifications in the manner of performance shall not constitute an Amendment to the Agreement and may be accomplished through an Operating Memorandum. The Term of the Agreement, as established in Article II Section 1, can be extended at the discretion of the Planning Director without further City Council approval for a total of no more than 12 months.

4. **Enforcement.** Unless amended or terminated as provided herein, this Agreement is enforceable by either Party or its successors and assigns, notwithstanding any Future Laws, which alter or amend the Existing Laws.

5. **Defense and Indemnification.**

a. Owner agrees to defend, indemnify, and hold harmless the City and provide and pay all costs for a defense of and judgment against the City, including any award for attorney's fees and litigation costs, in any legal action filed in a court of competent jurisdiction by a third party challenging the Project, or any component thereof, or this Agreement.

b. Owner shall further indemnify, defend, and hold harmless the City and its officers, employees and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and

disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. R9-2016-0001) of the California Regional Water Quality Control Board Region 9, San Diego, as amended or extended, which the City might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction of the Project.

c. The City shall have no liability to the Owner or any other person for, and Owner shall indemnify, defend, protect, and hold harmless the City from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, which the City may suffer or incur or to which the City may become subject as a result of or allegedly caused by the payment of prevailing wages for construction of any of the Public Benefits or Public Improvements.

d. If any action or proceeding is brought against the City by reason of any of the matters against which Owner has agreed to indemnify the City as provided above, Owner, upon notice from the City, shall defend the City at Owner's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. The City need not have first paid for any of the matters to which the City is entitled to indemnification in order to be so indemnified. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

6. **Third Party Challenges.** In the event the validity, applicability, or implementation of the Agreement is challenged by means of legal proceedings by any party other than the City and Owner, it shall be the City's option, at its sole and absolute discretion, whether to undertake the defense of such challenge. If the City determines not to defend such challenge, it shall be the option of Owner, to defend the validity, applicability, or implementation of this Agreement in the

proceeding at Owner's sole expense. The City and Owner agree to cooperate in the defense of any such challenges.

7. **Notices.** All notices or communication between the City and Owner pursuant to the Agreement shall be in writing and shall be given by personal delivery, overnight delivery service, certified or registered mail, facsimile or telecopy to the addresses set forth below. The addresses may be changed by giving (ten) 10 days written notice.

A. City

City of Escondido
Attention: Director of Community Development
201 N. Broadway
Escondido, CA 92025

with a copy to:

City Attorney
201 N. Broadway
Escondido, CA 92025

B. Owner

Oleander Partners, LLC
Attention: William Yen
5230 Carrol Canyon Road, Ste 224
San Diego, CA 92121

with a copy to:

Dave Ferguson
Lounsbery Ferguson Altona & Peak
960 Canterbury Pl, Ste 300
Escondido, CA 92025

8. **Conflict of State or Federal Laws.** If state or federal laws or regulations enacted after the Effective Date prevent compliance with any provision of this Agreement or require changes in any Entitlements, those laws or regulations shall be controlling, and the Parties shall make a good faith, reasonable attempt to modify this Agreement to comply both with the intent of the Agreement and with the new laws or regulations.

The City shall timely assist Owner in securing any permits, including permits from other public agencies, which may be required as a result of the modifications, suspensions, or alternate courses of action.

ARTICLE III

Development of the Property

1. **Applicable Rules, Regulations, and Policies.** Owner shall have the vested right, to the fullest extent allowed by law, to develop the Property in accordance with the Entitlements, Existing Laws and this Agreement. During the Term, the Entitlements, Existing Laws and this Agreement shall control the overall design, development and construction of the Project. Notwithstanding the foregoing, nothing in this Agreement shall preclude the City from applying changes occurring from time to time in the uniform codes published in Title 24 of the California Code of Regulations and adopted by the City, including local amendments, in effect when the building permits are issued.
2. **Future Laws.** Future Laws shall not apply to the Project except as expressly provided in this Agreement. Future Laws may be applied to the Project if they are not in conflict with the Existing Laws. Owner may give the City written notice of its election to have any Future Law applied to the Property, in which case such Future Law will be considered an Existing Law for purposes of this Agreement.
3. **Future Discretionary Reviews.** Except as set forth in this Agreement, the City shall retain its discretionary rights in reviewing applications for Entitlements. Owner's applications for Entitlements and the City's review thereof, must comply with the Existing Laws and with the terms and conditions of this Agreement. The City shall not impose any conditions upon Entitlements that are more restrictive than or inconsistent with the terms of this Agreement or the Existing Laws,

except as required by state or federal law. The City may conduct, in accordance with CEQA and the Existing Laws, an environmental review for Entitlements. The City may impose, if required by CEQA, additional mitigation measures to mitigate significant adverse environmental effects that were not previously considered, or were found to be infeasible to mitigate at the time of approval of this Agreement. Nothing herein is intended to require or authorize additional CEQA environmental review or mitigation measures beyond that otherwise required by CEQA.

4. **Permitted Uses and Density.** The Agreement shall vest the right to develop the Property to the fullest extent allowed by law with respect to the permitted uses of land, density and intensity of uses, and the rate or timing and phasing of development as described in the Entitlements which are hereby incorporated as if fully set forth in this Agreement. The permitted uses, density, and intensity of use of the Project, the maximum height and size of proposed buildings and provisions for reservation or dedication of land for public purposes, shall substantially conform to those specified in the Entitlements, Existing Laws and this Agreement. The permitted uses of the Property, including a plan of development, the density and intensity of use, the maximum height and size of proposed buildings are set forth in SUB 17-0007, PHG 17-0034, ENV 17-0011, and PHG 17-0034 as they be amended from time to time, and are hereby incorporated by reference. All other aspects of the Project that are not specified in the Entitlements shall be determined by the Existing Laws, except as expressly provided herein.

5. **Time for Construction and Completion of the Project.** Owner cannot predict when or the rate or the order in which the Property or the parcels will be developed, if at all. Such decisions depend upon numerous factors that are not within the control of the Owner, such as market orientation and demand, interest rates, absorption, completion, and other similar factors. Therefore, Owner shall have the right to develop the Property in phases, in such order, at such rate, and at

such times as Owner deems appropriate in Owner's business judgment, subject only to the provisions of this Agreement and the Entitlements. Owner shall be entitled to apply for and receive approval of permits, building permits, and other Entitlements for use at any time and for any or all portions or phases of the Project, provided that application is made in a manner consistent with this Agreement and the Entitlements.

The City may require, and will process, all customary plans and agreements generally applicable to developers in the City for similar works of onsite or offsite improvements.

6. **Moratorium.** No City-imposed moratorium or other limitation (whether relating to the rate, timing or sequencing of the development or construction of all or any part of the Property, whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether enacted by the City Council, an agency of the City, the electorate, or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative, or final), building permits, occupancy certificates or other entitlements to use or service (including, without limitation, water and sewer) approved, issued or granted within the City, or portions of the City, shall apply to the Property to the extent such moratorium or other limitation is in conflict with this Agreement; provided, however, the provisions of this Section shall not affect the City's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria, as established by the initiative process, or as otherwise established by law.

7. **Operating Memoranda.** The Parties acknowledge that the provisions of this Agreement require cooperation between the City and Owner, and that the refinements and further development of the Project hereunder may demonstrate that changes are appropriate with respect to the details of performance of the Parties hereunder. The Parties desire, therefore, to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. If and when,

from time to time during the Term, the Parties find that such changes or adjustments are necessary or appropriate, they may effectuate such changes or adjustments through Operating Memoranda approved by the Parties, which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further changed and amended from time to time as necessary with further approval by the City and Owner. No such Operating Memorandum shall require prior notice or hearing, or constitute an amendment or modification to this Agreement; and in the case of the City, such Operating Memorandum may be acted upon by the City Manager or his designee. Failure of the Parties to enter into any such Operating Memorandum shall not affect or abrogate any of the rights, duties or obligations of the Parties hereunder or the provisions of this Agreement. An Operating Memorandum may be recorded as an addendum to this Agreement.

8. **Term of Map(s) and Other Project Approvals.** Pursuant to California Government Code Section 66452.6(a), the term of the subdivision map that is processed on all or any portion of the Property and the term of each of the Entitlements shall be extended for a period of time through the Term of the Agreement. Should this Agreement be terminated, the Owner shall have thirty days to submit an application for the extension of any portion of an approved tentative map.

9. **Infrastructure Capacity.** Subject to Owner's proportionate contribution to infrastructure and the Public Benefits provided by Owner, in accordance with the requirements of the Entitlements, the City hereby acknowledges that it will have sufficient capacity in its infrastructure services and utility systems, including, without limitation, traffic circulation, flood control, sanitation service and, except for reasons beyond the City's control, sewer collection, sewer treatment, water supply, treatment, distribution and service, to accommodate the Project. To the extent that the City renders such services or provides such utilities, the City hereby agrees that it

will serve the Project and that there shall be no restriction on connections or service for the Project except for reasons beyond the City's control.

10. **Easements.** Easements dedicated for pedestrian use shall be permitted to include public easements for underground improvements, including but not limited to, drainage, water, sewer, gas, electricity, telephone, cable and other utilities and facilities, so long as they do not unreasonably interfere with pedestrian use.

11. **Public Improvements.** Owner agrees to design and construct the improvements as provided in Exhibit B to this Agreement. The requirement to design and construct the improvements in Exhibit B shall survive the termination of this Agreement.

12. **Fees.** The Owner shall pay the Development Fees and General Fees in the amounts in effect at the time Owner submits payment of the fees unless otherwise explicitly provided in this Agreement.

ARTICLE IV

Provision of Public Benefits

1. **Description of Public Benefits.** Owner shall provide the City with the Public Benefits, as further described in Exhibit B, as consideration for the City's good faith performance of all applicable terms and conditions in this Agreement.

2. **Occupancy Contingent on Construction of Public Improvements.** Owner acknowledges that the City shall not grant a certificate of occupancy for any building constructed on the Property prior to the construction of all improvements and provision of any benefits as described in Exhibit B. This contingency for occupancy shall survive the termination of this Agreement.

3. **Recordation of Final Map Contingent on Security for Public Benefits.** Prior to recordation of the Final Map, Owner must enter into an improvement agreement or agreements

which will detail Owner's construction obligations for Public Improvements and the Public Benefits and will require Owner to provide financial security for completion of construction, in a form or forms as approved by the City Attorney.

4. **Processing During Third Party Litigation.** The filing of any third-party lawsuit(s) against the City or Owner relating to this Agreement, any Entitlements, or to other development issues affecting the Property shall not delay or stop the development, processing or construction of the Project or approval of Entitlements, unless the third party obtains a court order preventing the activity.

ARTICLE V

Annual Review

1. **Owner Responsibilities.** At least every twelve months during the Term, Owner shall demonstrate good faith substantial compliance with the major provisions of the Agreement and provide, to the best extent possible, the status and timing of development of the Project and related public improvements to the City for an Annual Review. If requested by the City, Owner shall provide any additional detail or information necessary to demonstrate good faith compliance with any particular provision of this Agreement identified by the City.

2. **Opportunity to be Heard.** Owner shall be permitted an opportunity to be heard orally and in writing at any noticed public hearing regarding its performance under this Agreement. Owner shall be heard before each appropriate board agency or commission and the City Council at any required public hearing concerning a review of performance under this Agreement.

3. **Information to be Provided to Owner.** The City shall mail to Owner a copy of staff reports and related exhibits concerning Agreement performance, a minimum of ten calendar days prior to consideration and review by the City Council.

4. **Annual Review Letter.** If Owner is found to be in substantial compliance with this Agreement after the Annual Review, the City shall issue, upon written request by Owner, a Review Letter to Owner stating that, based upon information known or made known to the City Council, the City Planning Commission, and/or the City Manager, this Agreement remains in effect and Owner is in compliance. Owner may record the Review Letter in the Official Records of the County of San Diego.
5. **Failure of Annual Review.** The City's failure to perform an Annual Review of Owner's substantial compliance with the terms and conditions of the Agreement shall not constitute or be asserted as a default by Owner.

ARTICLE VI

Delay, Default, Remedies, and Termination

1. **Notice and Cure of Default.** In the event of a material default, the Party alleging a default shall give the defaulting Party a notice of default in writing. The notice of default shall specify the nature of the alleged material default. During the Cure Period, the Party charged shall not be considered in breach. If the default is cured within the Cure Period, then no breach shall be deemed to exist. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which such alleged failure satisfactorily may be cured.
2. **Waiver.** Failure or delay in giving notice of default shall not constitute a waiver of any other material default. Except as otherwise expressly provided in this Agreement, a failure or delay in asserting any rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies otherwise available to a Party or deprive a Party of the right to institute

and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any rights or remedies it may have.

3. **Default by Owner.** The Director may recommend the review and termination of this Agreement to the City Council upon an occurrence of a material default that is not cured within the Cure Period. The foregoing does not limit any of the City's other remedies upon a material breach of this Agreement by the Owner.

4. **Default by the City.** Upon a material default by the City, that is not cured within the Cure Period, Owner, without limiting any of its other remedies, shall not be obligated to complete any of its obligations under this Agreement.

5. **Termination or Modification.** Any termination or modification of this Agreement shall be done in accordance with Article 58, Chapter 33 of the Escondido Zoning Code as well as any applicable state or federal law. Owner shall have sixty days from the Effective Date to sign the Agreement or the Agreement shall automatically expire.

ARTICLE VII

Encumbrances and Releases on Property

1. **Discretion to Encumber.** This Agreement shall not prevent or limit Owner, in any manner, from encumbering the Property or any portion of the Property or any improvement on the Property by any mortgage. The City acknowledges that lenders providing financing may require modifications to this Agreement and the City agrees, upon request, from time to time, to meet with Owner and/or representatives of lenders to negotiate in good faith any lender request for modification provided any modification does not will not affect the timely completion or

fulfillment of any requirements in the Entitlements or this Agreement relating to the Public Benefits.

ARTICLE VIII

Miscellaneous Provisions

1. **Rules of Construction.** The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory; "may" is permissive.
2. **Severability.** If any non-material provision of this Agreement shall be adjudged by a court of competent jurisdiction to be invalid, void, or illegal, it shall in no way affect, impair, or invalidate any other provision of this Agreement. If any material part of the Agreement is adjudged by a court of competent jurisdiction to be invalid, void, or illegal, the Parties shall take all steps necessary to modify the Agreement to implement the original intent of the Parties in a valid and binding manner. These steps may include the waiver by either of the Parties of their right under the unenforceable provision. If, however, this Agreement objectively cannot be modified to implement the original intent of the Parties and the Party substantially benefited by the material provision does not waive its rights under the unenforceable provision, the executory portions of the Agreement shall become void.
3. **Entire Agreement.** Except as expressly referred to herein, this Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter of this Agreement. This Agreement supersedes all other negotiations and previous agreements between the Parties with respect to that subject matter.
4. **Waivers.** All waivers of the provisions of this Agreement must be in writing and signed by the appropriate agents of the City or of Owner.

5. **Recording.** The City Clerk shall cause a copy of this Agreement to be recorded with the Office of the County Recorder of San Diego County, California within ten days following the Effective Date. Upon the completion of performance of this Agreement or its revocation or termination, a statement evidencing completion, revocation, or termination signed by the appropriate agents of Owner and the City shall be recorded in the Official Records of San Diego County, California.
6. **Project as a Private Undertaking.** It is specifically understood by the Parties that the Project is a private development and that Owner shall have the full power and exclusive control of the Property subject to the provisions of this Agreement. Any improvements completed remain the property of the Owner unless the City has explicitly accepted any improvement.
7. **Captions.** The captions of the Agreement are for convenience and reference only and shall not define, explain, modify, construe, limit, amplify or aid in the interpretation, construction or meaning of any of the provisions of the Agreement.
8. **Consent.** Where the consent or approval of a Party is required or necessary under this Agreement, the consent or approval shall not be withheld unreasonably.
9. **The City's Ongoing Statutory Authority.** Except as expressly stated, nothing in this Agreement shall limit the City's authority and responsibility under the California Constitution and applicable California statutes to act in the best interests of the public health, safety, and welfare, and nothing in this Agreement is intended to limit in any way the legislative discretion otherwise afforded the Escondido City Council under state or federal law.
10. **Covenant of Cooperation.** The Parties shall cooperate with and assist each other in the performance of the provisions of the Agreement including assistance in obtaining permits for the development of the Property which may be required from public agencies other than the City. The

covenant of cooperation shall include, to the maximum extent permitted by law, that the City shall use its best efforts to prevent any ordinance, measure, moratorium or other limitation from invalidating, prevailing over or making impossible any provision of the Agreement, and the City shall cooperate with Owner to keep this Agreement in full force and effect. Owner reserves the right to challenge any such ordinance, measure, moratorium, or other limitation in a court of law if it becomes necessary to protect the development rights vested in the Property pursuant to this Agreement.

11. **Further Actions and Instruments.** Each of the Parties shall cooperate with and provide reasonable assistance to the other in the performance of all obligations under this Agreement and the satisfaction of the conditions. Upon the request of either Party, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of the Agreement or to evidence or consummate the transactions contemplated herein.

12. **Successors and Assigns.** Subject to Article II Section 2 above, the burdens of this Agreement shall be binding upon, and the benefits of this Agreement inure to, all successors-in-interest and assigns of the Parties.

13. **Time of the Essence.** Time is of the essence of this Agreement and of each and every term and condition hereof.

14. **Applicable Laws.** This Agreement shall be construed and enforced in accordance with the laws of the State of California. All statutory references are to California statutes.

15. **No Waiver of Existing Rights or Applicable Laws.** This Agreement shall not constitute a waiver of any of Owner's existing rights or applicable laws, nor shall it limit or expand Owner's

right to challenge any General Fee as being contrary to applicable law or to challenge any existing or Future Exaction as being in excess of Exactions permitted by applicable law.

16. **Authorization.** Each person executing this Agreement hereby warrants and represents that he/she has the authority to enter into this Agreement and to bind his/her respective entity to the provisions hereof. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original.

17. **No Third-Party Beneficiaries.** This Agreement and each and every provision hereof is for the exclusive benefit of the Parties hereto and not for the benefit of any third party.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Agreement:

CITY OF ESCONDIDO

CITY OF ESCONDIDO

By: _____
Sam Abed
Its: Mayor

By: _____
Eva Heter
Its: Interim City Clerk

Oleander Partners, LLC

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

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

By: _____

OWNER
Oleander Partners, LLC

By: _____
Dave Ferguson, Esq.
Attorney for Owner

Exhibit A

LEGAL DESCRIPTION

Real property in the City of Escondido, County of San Diego, State of California, described as follows:

EXHIBIT B

I. PUBLIC BENEFITS AND IMPROVEMENTS

- A. Project improvements include completion of Lion Valley Road, a looping water system, an onsite drainage system and retention basin that will filter stormwater into a public drainage system, 400'± of offsite drainage improvements along Bear Valley Parkway, and onsite grading and retaining walls. These improvements will not only serve the Project and mitigate its impacts, but provide the following benefits to the surrounding community:
- a. Prevent existing erosion and siltation from the adjacent properties on the south of the Project from running onto public streets and polluting the drainage system.
 - b. Redirect existing drainage from entering and inundating properties to the north of the Project.
 - c. Replace existing deteriorated wooden fences with new block walls.
 - d. Provide a full cul-de-sac for emergency vehicle turn-arounds on Lion Valley Road.
 - e. Loop the existing water system promoting greater reliability for the neighborhood in case of emergencies.
- B. Owner shall provide the City a cash contribution of ten thousand dollars (\$10,000) towards internal streets and parking lots at Kit Carson Park.

CITY COUNCIL STAFF REPORT

Public Hearing Item No. 13

November 28, 2018

File No. 0810-20

SUBJECT: Amendments to Chapters 17 and 23 of the Escondido Municipal Code and Article 66 of the Escondido Zoning Code Relating to Signs in the Public Right-of-Way (AZ 18-0008)

DEPARTMENT: Community Development Department, Planning Division

RECOMMENDATION:

It is requested that the City Council introduce Ordinance No. 2018-22, which amends Chapters 17 and 23 of the Escondido Municipal Code and Article 66 of the Escondido Zoning Code to provide limited opportunities for the placement of monument signs in the public right-of-way.

PROJECT DESCRIPTION:

The Project involves a request for proposed amendments to the Escondido Municipal and Zoning Codes to allow certain commercial signs within the public right-of-way. The intent of the amendment is to provide limited opportunities for the placement of monument signs in the public right-of-way, immediately adjacent to properties zoned for commercial use, in situations where existing public utilities otherwise preclude the placement of said signs on said private property. The proposal also includes the adoption of the environmental determination prepared for the project.

PREVIOUS ACTION:

On October 23, 2018, the Planning Commission voted 7-0 to recommend approval of the proposed Zoning Code Amendment. The proposed amendments to the Municipal Code are not under the purview of the Planning Commission. The October 23, 2018, Planning Commission meeting minutes (draft) and staff report are included for reference as Attachment 1 and Attachment 2 to this staff report, respectively.

BACKGROUND:

Commercial signage in Escondido is regulated by Article 66 of the Escondido Zoning Code (also referred to as the Sign Ordinance). Per said ordinance, signage is not permitted in the public right-of-way except when required by a government agency, or when placed on a city-installed real estate kiosk. The prohibition includes free-standing signs that do not qualify for the exceptions noted.

Recently, City staff was made aware of a situation where existing public utilities, in combination with existing structural improvements, on-site parking, and other on-site utilities, prevent the placement of

an on-site monument sign along the street frontage of a commercial property. Staff met with the property owner to explore other avenues to accommodate a monument sign for the property that would provide similar identification opportunities for on-site business as those available on other commercial properties where public utilities are not an issue.

In certain limited circumstances, staff believes that the provision of aesthetically suitable signage in the public right-of-way may be appropriate based on conditions specific to particular locations. In order to preclude a proliferation of said signs, staff has identified a number of specific criteria that must exist, and conditions that must be applied in order to support these types of signs, which are discussed in the analysis section of the October 23, 2018, Planning Commission staff report. Staff has also proposed a revision to the definition of a “billboard” so that it does not include monument signs allowed in the public right-of-way in a manner covered and authorized by this proposed amendment.

Companion amendments to Chapters 17 and 23 of the Escondido Municipal Code are required for consistency with the proposed Zoning Code Amendment. The proposed Municipal and Zoning Code Amendment language is included as Exhibit “B” to Ordinance No. 2018-22.

ENVIRONMENTAL REVIEW:

The proposed Zoning Code Amendment is exempt from CEQA, pursuant to Section 15061 (b)(3). The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

ANALYSIS:

Sign regulations are established by cities and counties to provide a comprehensive system of regulations for signs that are visible from the exterior of buildings. The City of Escondido’s sign standards are regulated by Article 66 of the Escondido Zoning Code.

It is regularly expected that commercial shopping centers of a certain size will have some sort of freestanding signage along their street frontage(s) for the purposes of identifying the shopping center and/or its tenants. In most cases, this freestanding signage is located on the shopping center’s private property, immediately adjacent to the public right-of-way. These signs play a vital role in the viability of certain shopping centers because they allow passing road users to identify the center and/or its tenants. The proposed Zoning Code Amendment and associated Municipal Code Amendments would create a mechanism whereby a property owner could request to place a monument sign in the public right-of-way immediately adjacent to his or her commercial property, within defined parameters and in limited circumstances. Generally, those limitations relate to the size and location of the property, right-of-way conditions adjacent to the property, design quality of the proposed sign, and nature of existing

Amendments to Chapters 17 and 23 of the Escondido Municipal Code and Article 66 of the Escondido Zoning Code (AZ 18-0008)

November 28, 2018

Page 3

improvements on the adjacent property. A detailed list of those parameters and circumstances can be found in the analysis section of the Planning Commission staff report.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Mike Strong, Assistant Director of Planning

11/19/2018 4:03 p.m.

ATTACHMENTS:

1. Attachment 1 - October 23, 2018 Planning Commission staff report
2. Attachment 2 - October 23, 2018 Planning Commission meeting minutes (draft)
3. Ordinance No. 2018-22
4. Ordinance No. 2018-22 – Exhibits A and B



PLANNING COMMISSION

Agenda Item No.: G.2
Date: October 23, 2018

CASE NUMBER: AZ 18-0008

APPLICANT: City of Escondido

LOCATION: Citywide

TYPE OF PROJECT: Zoning Code Amendment

PROJECT DESCRIPTION: A proposed amendment to Article 66 (Sign Ordinance) of the Escondido Zoning Code to allow certain signs within the public right-of-way. The intent of the amendment is to provide limited opportunities for the placement of monument signs in the public right-of-way, immediately adjacent to commercially zoned properties, in situations where existing public utilities otherwise preclude the placement of said signs on said private property. The proposal also includes the adoption of the environmental determination prepared for the project.

STAFF RECOMMENDATION: Recommend City Council approval of the proposed Zoning Code Amendment as set forth in Exhibit "B."

BACKGROUND/SUMMARY OF ISSUES: Signage in Escondido is regulated by Article 66 of the Escondido Zoning Code (also referred to as the Sign Ordinance). Amendments to sign regulations typically have been made in response to a particular community interest, such as a request made from a business or stakeholder group. The last amendment to the Escondido Sign Ordinance occurred in July of 2018, addressing standards for menu board signs for drive-through facilities.

Recently, city staff was made aware of a situation where existing public utilities prevent the placement of a monument sign along the street frontage of a commercial property. In this instance, an 18-inch public sewer main is located in a space previously identified for the placement of a monument sign. Existing structural improvements, on-site parking, and other utilities make the placement of a monument sign elsewhere along the project frontage unfeasible or impractical. As such, to encourage creative and innovative approaches to advertising, City staff and the property owner looked at the potential placement of a monument sign within the public right-of-way immediately adjacent to the project site.

Staff is not currently aware of other specific locations around the City where this situation exists, although it is acknowledged that they likely do exist. In certain limited circumstances, staff believes that the provision of aesthetically suitable signage in the public right-of-way may be appropriate based on conditions specific to particular locations. In order to preclude a proliferation of said signs, staff has identified a number of specific criteria that must exist, and conditions that must be applied in order to support these types of signs, which are discussed in the analysis section later in this staff report. Staff has also proposed to revise the definition of a "billboard" so that it does not include monument signs allowed in the public right-of-way in a manner covered and authorized by this proposed amendment. The proposed Zoning Code Amendment language is included as Exhibit "B" to this staff report.

REASONS FOR STAFF RECOMMENDATION: Staff recommends approval of the proposed Resolution, recommending that the City Council adopt, with any suggested edits, amendments to Article 66 of the Zoning Code, for the following reasons:

1. The proposed Zoning Code Amendment would update sign regulations to allow monument signs in the right-of-way immediately adjacent to commercially zoned parcels and parcels designated for commercial use in very limited situations where existing public utilities preclude the placement of said monument signs on the parcel.
2. The proposed Zoning Code Amendment would not allow additional signage beyond that allowed for other similarly zoned properties. Rather, signage would encroach into a more functional space in order to provide comparable opportunities for signage that do not otherwise exist.
3. Signs have a strong visual impact on the character and quality of the community. As a prominent part of the scenery, the suitability or appropriateness of signs and sign structures help set the aesthetic tone of the neighborhood. In order to preclude the proliferation of monument signs in the public right-of-way, the proposed amendment has been tailored to allow them only when very specific conditions exist.
4. The proposed Zoning Code Amendment consists of standards that would address potential impacts to the public health, safety and welfare. Through the processing of future sign permit applications, the City would still control and regulate the design, size, location, quality of materials, construction, and maintenance of signs and sign structures. It is the also intent of the amendment to limit the size, type, and location of signs in order to minimize their distracting effect on pedestrians and vehicular traffic and thereby improve public safety.

Respectfully submitted,

Adam Finestone, AICP
Principal Planner

ENVIRONMENTAL STATUS:

The proposed Zoning Code Amendment is exempt from review under the California Environmental Quality Act (CEQA), pursuant to Section 15061 (b)(3). The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The proposed Zoning Code Amendment would not, in and of itself, result in development or any other material change to the environment. Projects seeking to implement the amended provisions of the Sign Ordinance would be subject to separate review under CEQA. Therefore, pursuant to CEQA Guidelines Section 15061(b)(3), the proposed Zoning Code amendment does not have the potential for causing a significant effect on the environment and is not subject to CEQA review.

ZONING CODE AMENDMENT ANALYSIS:

Sign regulations are established by cities and counties to provide a comprehensive system of regulations for signs that are visible from the public right-of-way, parking lots, and driveways on properties in non-residential zones. The intent of these regulations is to provide a set of standards that are designed to optimize communication and messaging for a variety of land uses and types, while protecting the public and the aesthetic character of a community or neighborhood. Cities and counties regularly monitor their specific standards and adjust the standards as necessary to achieve balance among the following differing, and at times competing, goals:

- encourage the effective use of signs as a means of communication for businesses, organizations, and individuals;
- protect the health, safety and welfare of the public by minimizing hazards to pedestrian and vehicular traffic; and
- minimize the possible adverse effect of signs on nearby public and private property.

It is regularly expected that commercial shopping centers of a certain size will have some sort of freestanding signage along their street frontage(s) for the purposes of identifying the shopping center and/or its tenants. In most cases, this “freestanding” signage is in the form of a monument or pole sign on the shopping center’s property, usually adjacent to the public right-of-way. These signs play a vital role in the viability of certain shopping centers because they allow passing road users to identify the center and/or its tenants.

In some instances, existing on-site conditions, including factors outside the control of a shopping center’s owner, make the placement of a freestanding sign in a location on the shopping center’s property that is visible to road users infeasible. When previously existing public utilities create this situation, placement of a freestanding sign in the public right-of-way immediately adjacent to the shopping center could serve the purpose of providing comparable signage opportunities for identification of the center and its tenants. When it is clear that there are no viable opportunities for placement of monument signage on the shopping center’s property, and as long as appropriate measures are taken to ensure that there are no adverse impacts associated with placement of signage in the right-of-way, staff believes that under certain conditions, allowing such signs would be acceptable provided that the application is duly reviewed and considered on an ad-hoc basis.

Prior to commencing a discussion with the City regarding placement of a monument sign in the public right-of-way, a property owner must explore all opportunities to place said sign on their own property. If it is clear that no such opportunity exists due to existing improvements, on-site parking, and public utilities on the site, as determined by the Director of Community Development, the property owner may

request the ability to place a monument sign in the right-of-way immediately adjacent to their property, only under the following circumstances:

- Sufficient right-of-way exists between the ultimate edge of pavement or back of sidewalk, whichever is applicable, and the property line.
- The property owner obtains an encroachment permit from the City, and agrees to remove the sign at their own cost when requested by the City.
- The property has frontage along a prime arterial or major road.
- The property is zoned commercially, designated for commercial use, and has an operating commercial land use activity.
- The commercial property is at least four (4) acres in size.
- The need to place the sign in the right-of-way is not the result of construction of new buildings and associated public and/or private utilities.
- No other monument sign exists for the commercial center along that same street frontage

Any monument sign permitted to be placed within the public right-of-way would have to comply with the following requirements:

- The sign would be considered an on-site sign for the immediately adjacent shopping center.
- Development standards for the sign (size, illumination, etc.) shall be the same as those required for signs on the adjacent commercial property.
- New sign permit applications are reviewed for design quality and will be subject to staff design review.
- The sign must have a decorative base and enhanced landscaping must be provided around the base of the sign.
- The sign shall be as close as possible to the immediately adjacent property.
- The sign shall be at least 100 feet from any intersection and shall not create or exacerbate an existing sight-distance issue. Other minimum standards may be applied through sign permit review to safeguard public health, safety and welfare, and to promote traffic safety by controlling the design, size, location, quality of materials, construction, and maintenance of signs and sign structures.
- Placement of the sign shall not necessitate the removal of any trees, either for installation of the sign or for visibility of the sign.

Both the Director of Community Development and the Director of Engineering Services would retain the right to deny any request for signage in the public right-of-way if they determine that said signage would pose a threat to the public health, safety and welfare for any reason.

EXHIBIT “A”
FACTORS TO BE CONSIDERED / FINDINGS OF FACT
AZ 18-0008

Zoning Code Amendment

1. The public health, safety, and welfare would not be adversely affected by the proposed Zoning Code Amendment. In order to preclude any adverse effects, the Zoning Code Amendment would allow monument signs to be placed in the public right-of-way only in very limited situations. A property owner must clearly demonstrate that no practical location exists for the placement of a monument sign on their property. Other considerations include limited roadway classifications, the existence of sufficient right-of-way, sight visibility issues, size and zoning of the adjacent private property, and proximity to an intersection. These limitations would preclude a proliferation of such signs in the public right-of-way.
2. The proposed Zoning Code Amendment would not be detrimental to surrounding properties because no physical improvements are proposed as part of this Zoning Code Amendment. Future sign construction must comply with any applicable laws and standards. Furthermore, in the review and consideration of future sign permit applications, the City would ensure future signs are compatible with the structure and/or property adjacent to which they are installed, do not adversely impact the visual character of the surrounding area, and do not provide additional signage beyond that which would be allowed if the sign were on the adjacent property.
3. The proposed Zoning Code Amendment would be consistent with the goals and policies of the General Plan because the amended Sign Ordinance would not, in and of itself, result in development or any other material change to the environment. The proposed amendment provides for new sign standards that facilitate economic development and economic development activity, which is generally consistent with the General Plan. The proposed Zoning Code Amendment would not diminish the Quality of Life Standards of the General Plan, nor adversely impact the community health or natural resources.
4. The proposed Zoning Code Amendment does not conflict with any specific plan.
5. The proposed Zoning Code Amendment is exempt from review under the California Environmental Quality Act (CEQA), pursuant to Section 15061 (b)(3). The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

EXHIBIT “B”
PROPOSED CHANGES TO THE ZONING CODE
AZ 18-0008

Amend the various Zoning Code sections to read as specified below. The changes are listed in order by section number, with ~~strikeout~~ typeface illustrating deletions and underline typeface illustrating new text.

ARTICLE 66. SIGN ORDINANCE

Section 33-1391. Definitions.

(7) Billboard means a sign structure advertising an establishment, merchandise, service or entertainment which is not sold, produced, manufactured or furnished at the property on which the sign is located (e.g., off-premises signs or outdoor advertising). A sign placed within the public right-of-way, immediately adjacent to commercially zoned property and property designated for commercial use, for which there is a valid encroachment-removal agreement shall not be considered a billboard.

Section 33-1393. Exempt and prohibited signs.

(b) Prohibited signs. Any sign not specifically authorized by this article shall be prohibited unless required by law or otherwise exempted by a local agency pursuant to the Government Code, sections 53090 et seq., of the State of California. The following signs are expressly prohibited:

(10) Signs within the public right-of-way, except where required by a government agency or otherwise permitted by sections 33-1396(c) and 33-1396(j).

Sec. 33-1395.2. Sign standards—Freestanding signs—CG and CN zones.

(c) Other limitations specific to properties on Centre City Parkway. Location. Freestanding signs for businesses adjacent to Centre City Parkway shall be oriented toward the vehicular entries on the cross streets or vehicular entries from Centre City Parkway, if any. A Notwithstanding subsection (b) above, a maximum of one (1) freestanding sign along Centre City Parkway shall be permitted for each vehicular entry from Centre City Parkway.

Section 33-1396. General Use Signs.

(j) Signs within the public right-of-way for commercial activities for which there is a valid encroachment-removal agreement.

(1) Monument signs for which there is a valid encroachment-removal agreement may be placed within the public right-of-way, only under the following circumstances:

(A) Sufficient right-of-way exists between the ultimate edge of pavement or back of sidewalk, whichever is applicable, and the adjacent property line, as determined by the City Engineer.

(B) Existing underground public utilities preclude the placement of a monument sign on the property immediately adjacent to the location where the sign is proposed.

(C) The right-of-way is classified as a Major Road or Prime Arterial in the General Plan.

(D) The public right-of-way intended for placement of a monument sign must be immediately adjacent to a commercially zoned property or property designated for commercial use, with an operating commercial land use activity, and the commercial property must be at least four (4) acres in size.

(E) The encroachment-removal agreement must be between the City of Escondido and the owner of the property immediately adjacent to the location where the sign is placed.

(F) No other freestanding sign is allowed for the adjacent shopping center along the street where the monument sign will be placed.

(G) New buildings have not been constructed on the property immediately adjacent to the location where the sign is proposed after the effective date of this ordinance in a location that would have otherwise provided an opportunity for a monument sign on said adjacent property.

(2) Monument signs placed within the public right-of-way shall be subject to the following conditions:

(A) Development standards (size, height, illumination, etc.) shall be the same as those applicable to the adjacent commercial property.

(B) The sign is considered an on-site sign for the immediately adjacent shopping center and shall be subject to all laws and regulations applicable to the subject shopping center for the duration of the encroachment-removal agreement.

(C) The sign shall be subject to Design Review.

(D) The sign shall have a decorative base and enhanced landscaping must be provided around the base of the sign.

(E) The sign shall be as close as possible to the immediately adjacent property line.

(F) The sign must be at least 100 feet from any intersection and shall not create or exacerbate an existing sight-distance issue.

(G) Placement of the sign shall not necessitate the removal of any trees, either for installation of the sign and/or visibility of the sign.

(3) The City may deny any request to place a sign in the public right if necessary to preserve the public health, safety, and welfare, or other public interest concerning the right-of-way.



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

Notice of Exemption

To: San Diego Assessor/Recorder/County Clerk
Attn: Fish & Wildlife Notices
1600 Pacific Hwy, Room 260
San Diego, CA 92101
MS A-33

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

Project Title/Case No.: Zoning Code Amendment / AZ 18-0008

Project Applicant: City of Escondido

Project Location - Specific: Citywide

Project Location - City: Escondido

Project Location - County: San Diego

Description of Nature, Purpose and Beneficiaries of Project: An amendment to Article 66 (Sign Ordinance) of the Escondido Zoning Code to allow certain signs to be placed within the public right-of-way. The intent of the amendment is to provide limited opportunities for the placement of monument signs in the public right-of-way, immediately adjacent to private, commercially zoned properties, in situations where existing public utilities otherwise preclude the placement of said signs on said private property.

Name of Public Agency Approving Project: City of Escondido

Name of Person or Agency Carrying Out Project:

Name: Adam Finestone, Principal Planner, City of Escondido

Address: 201 N. Broadway, Escondido, CA 92025

Phone: (760) 839-6203

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

Exempt Status:

Categorical Exemption. CEQA Section 15061(b)(3) "General Rule".

Reasons why project is exempt:

1. The proposed zoning code amendment consists of text changes and does not involve any physical modifications or lead to any physical improvements beyond those typically exempt.
2. Future development applications will include environmental review and the preparation of appropriate individual CEQA documents.
3. The proposed code amendments would have no impact on fish and wildlife resources, sensitive species or habitat, or affect any cultural or historic resources, since there is no physical development project associated with the code changes.

Lead Agency Contact Person: Adam Finestone, AICP

Area Code/Telephone/Extension: (760) 839-6203

Email: afinestone@escondido.org

Signature: _____

Adam Finestone, Principal Planner

Date

☒ Signed by Lead Agency

Date received for filing at OPR:

☐ Signed by Applicant

CITY OF ESCONDIDO

**ACTION MINUTES OF THE REGULAR MEETING OF THE
ESCONDIDO PLANNING COMMISSION**

October 23, 2018

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

Commissioners present: James Spann, Chairman; Don Romo, Vice-chairman; Joe Garcia, Commissioner; James McNair, Commissioner; Mark Watson, Commissioner; and Stan Weiler, Commissioner.

Commissioners absent: Michael Cohen, Commissioner.

Staff present: Bill Martin, Director of Community Development; Mike Strong, Assistant Planning Director; Owen Tunnell, Principal Engineer; Adam Phillips, Deputy City Attorney; Kirsten Peraino, Minutes Clerk; Adam Finestone, Principal Planner; and Jay Paul, Senior Planner.

MINUTES:

Moved by Commissioner Weiler, seconded by Commissioner Watson, to approve the Action Minutes of the September 11, 2018, meeting. Motion carried unanimously (5-0, Commissioner McNair was absent for Minutes vote).

WRITTEN COMMUNICATIONS – None.

FUTURE NEIGHBORHOOD MEETINGS: – None.

ORAL COMMUNICATIONS: – None.

PUBLIC HEARINGS:

- 1. TENTATIVE MAP MODIFICATION, EXTENSION OF TIME AND DEVELOPMENT AGREEMENT – SUB 16-0012 and PHG 18-0028:**

REQUEST: A modification to a previously approved ten-lot Tentative Subdivision Map (TR 878) to revise the design and project conditions of approval to conform to current storm water standards, eliminate an extraneous emergency access road to Bear Valley Parkway, revise retaining wall designs and locations, allow for an increase in the retaining walls along the northern property boundary up to approximately six feet in height in limited locations due to existing topographic constraints, modify pad grading and accommodate off-site grading/improvements. The number of lots would remain the same and pad elevations along the northern property boundary would remain in conformance with the previous Tentative Map. The project also includes a request for an Extension of Time and a proposed Development Agreement to extend the expiration date of the map to July 11, 2020. The proposal relies on previously adopted environmental determinations prepared for the project.

PROPERTY SIZE AND LOCATION: Approximately 3.19 acres generally located west of Lion Valley Road, south of Bear Valley Parkway, addressed as 323 Lion Valley Road.

ENVIRONMENTAL STATUS: A Negative Declaration (City File ER 2004-16) was adopted for the originally approved project. In conformance with CEQA Section 15162, no additional environmental documentation need be prepared because there are no substantial changes to the project that would require important revisions to the previous environmental documentation.

STAFF RECOMMENDATION: Approval

PUBLIC DISCUSSION:

- Tom Wiedemann, Engineer for the project spoke in opposition to Engineering Conditions 3 and 4.
- Chip Hasley, in favor of project
- William Yen, in favor of project
- Michael Tan, in favor of project
- David Ferguson, in favor of project

COMMISSIONER DISCUSSION AND QUESTIONS.

COMMISSION ACTION:

Moved by Commissioner Weiler, seconded by Commissioner Watson to approve staff's recommendation with the change to Planning Condition #14 to change to Final Map. Motion carried, Ayes: McNair, Romo, Spann, Watson, and Weiler. Noes: Garcia. (5-1-0)

2. ZONING CODE AMENDMENT – AZ 18-0008:

REQUEST: An amendment to Article 66 (Sign Ordinance) of the Escondido Zoning Code to allow certain signs to be placed within the public right-of-way. The intent of the amendment is to provide limited opportunities for the placement of monument signs in the public right-of-way, immediately adjacent to private, commercially zoned properties, in situations where existing public utilities otherwise preclude the placement of said signs on said private property. The proposal also includes the adoption of the environmental determination prepared for the project.

PROPERTY SIZE AND LOCATION: Citywide

ENVIRONMENTAL STATUS: Exemption under the General Rule, CEQA Section 15061(b)(3).

APPLICANT: City of Escondido

STAFF RECOMMENDATION: Approval

COMMISSION ACTION:

Moved by Commissioner Weiler, seconded by Commissioner Watson to approved staff's recommendation. Motion carried unanimously. (6-0)

CURRENT BUSINESS:

- 1. ADOPTION OF PLANNING COMMISSION BY-LAWS AND PROPOSED CHANGES (MISC 17-0013) TO THE PROCEDURES AND PROTOCOLS OF THE PLANNING COMMISSION**

COMMISSION ACTION:

Moved by Chairman Spann, seconded by Commissioner Garcia to approve by-laws supplementing with continued hard copy packet distribution. Motion carried unanimously 6-0. Adopt Planning Commission Resolution No. 2018-01.

ORAL COMMUNICATIONS: – None.

ADJOURNMENT:

Chair Spann adjourned the meeting at 8:30 p.m. The Planning Commission meeting scheduled for November 13, 2018 has been cancelled. The next regularly scheduled Planning Commission meeting will be held at 7:00 p.m. on Tuesday, November 27, 2018 in the City Council Chambers, 201 North Broadway Escondido, California.

Mike Strong, Secretary to the Planning
Commission

Kirsten Peraino, Minutes Clerk

ORDINANCE NO. 2018-22

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING CHAPTERS 17 AND 23 OF THE
ESCONDIDO MUNICIPAL CODE AND ARTICLE
66 OF THE ESCONDIDO ZONING CODE
RELATING TO SIGNS IN THE PUBLIC RIGHT-
OF-WAY

APPLICANT: City of Escondido
PLANNING CASE NO.: AZ 18-0008

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

SECTION 1. That proper notices of a public hearing have been given and public hearings have been held before the Planning Commission on amending Article 66 of the Escondido Zoning Code, and before the City Council on amending Chapters 17 and 23 of the Escondido Municipal Code and Article 66 of the Escondido Zoning Code relating to signs in the public right-of-way.

SECTION 2. The City Council has duly reviewed and considered all evidence submitted at said hearings, including, without limitation:

- a. Written information;
- b. Oral testimony from City staff, interested parties, and the public;
- c. The staff report, dated November 28, 2018, which, along with its attachments, is incorporated herein by this reference as though fully set forth herein; and
- d. Additional information submitted during the Public Hearing.

SECTION 3. That the City Council has reviewed and considered the Notice of Exemption prepared for this project, in conformance with the California Environmental Quality Act ("CEQA") Section 15061(b)(3) "General Rule," and has determined that all environmental issues have been addressed and finds that no significant environmental impact will result from approving the code amendment.

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

SECTION 5. That the specified sections of Chapters 17 and 23 of the Escondido Municipal Code and Article 66 of the Escondido Zoning Code are hereby amended as set forth in Exhibit "B" to this Ordinance and incorporated herein by this reference as though fully set forth herein.

SECTION 6. 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 7. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 8. That the City Clerk is hereby directed to certify to the passage of this Ordinance and to cause the same or a summary to be prepared in accordance with Government Code Section 36933, to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

EXHIBIT A

FACTORS TO BE CONSIDERED

Municipal and Zoning Code Amendments

1. The public health, safety, and welfare would not be adversely affected by the proposed Municipal and Zoning Code Amendments. In order to preclude any adverse effects, the Amendments would allow monument signs to be placed in the public right-of-way only in very limited situations. A property owner must clearly demonstrate that no practical location exists for the placement of a monument sign on their property. Other considerations include limited roadway classifications, the existence of sufficient right-of-way, sight visibility issues, size and zoning of the adjacent private property, and proximity to an intersection. These limitations would preclude a proliferation of such signs in the public right-of-way.
2. The proposed Amendments would not be detrimental to surrounding properties because no physical improvements are proposed as part of these Amendments. Future sign construction must comply with any applicable laws and standards. Furthermore, in the review and consideration of future sign permit applications, the City would ensure future signs are compatible with the structure and/or property adjacent to which they are installed, do not adversely impact the visual character of the surrounding area, and do not provide additional signage beyond that which would be allowed if the sign were on the adjacent property.
3. The proposed Amendments would be consistent with the goals and policies of the General Plan because the amended sections would not, in and of themselves, result in development or any other material change to the environment. The proposed amendment provides for new sign standards that facilitate economic development and economic development activity, which is generally consistent with the General Plan. The proposed Amendments would not diminish the Quality of Life Standards of the General Plan, nor adversely impact the community health or natural resources.
4. The proposed Amendments do not conflict with any specific plan.
5. The proposed Amendments are exempt from review under the California Environmental Quality Act (CEQA), pursuant to Section 15061 (b)(3). The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

EXHIBIT B

PROPOSED CHANGES TO THE ESCONDIDO MUNICIPAL AND ZONING CODES

AZ 18-0008

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

MUNICIPAL CODE:

CHAPTER 17. OFFENSES—MISCELLANEOUS PROVISIONS

Section 17-22. Signs in the public right-of-way.

(a) It is unlawful to place or direct the placement of any sign in the public right-of-way in the City of Escondido.

For the purposes of this article, the term “sign” shall mean any device designed to inform or attract the attention of persons who may reasonably be expected to observe the sign, except the following:

(1) Devices not exceeding one (1) square foot in area and bearing only property number, post box numbers, names of occupants of premises, or other identification of premises not indicating the nature of products, accommodations, services or activities provided on the premises.

(2) Flags and insignia of any government except when displayed for purposes of commercial promotion.

(3) Legal notices, identification, informational or directional devices erected or required by governmental bodies.

(4) Integral decorative or architectural features of buildings, except letters, trademarks, moving parts or moving lights.

(b) Real estate kiosk signs shall be exempt from subsection (a) of this section subject to the provisions stated in section 33-1396(c) of the Escondido ~~Subdivisions and~~ Zoning Code and other applicable provisions of the laws of the City of Escondido.

(c) Signs placed within the public right-of-way for which there is a valid encroachment-removal agreement shall be exempt from subsection (a) of this section, subject to the provisions stated in Section 33-1396(j) of the Escondido Zoning Code and other applicable provisions of the laws of the City of Escondido.

~~(ed)~~ A violation of this section is an infraction which shall be punishable by a fine not exceeding two hundred fifty dollars (\$250.00).

~~(de)~~ All signs placed in violation of this section are declared to be a public nuisance. The police chief or designee shall have the right to summarily remove all signs placed contrary to the provisions of this section. Any sign placed on private property without the consent of the private property owner may be removed by the owner or representative of the owner.

(ef) This section is in addition to any other provisions of the laws of the city regulating signs. In the event of any conflict between this section and any other such law, the provisions of this section shall apply.

CHAPTER 23. STREETS AND SIDEWALKS

Section 23-131. Issuance of building permit for construction in setback areas, rights-of-way.

Except as herein specifically provided, no building permit shall be issued for construction of any structure in any building setback area or in the right-of-way of any mapped street, other than temporary structures such as walls, fences, signs or other easily removable structures costing less than five thousand dollars (\$5,000.00) except city streets which presently are of a width of eighty (80) feet shall be exempt from the provisions of this section if the circulation plan indicates those streets to be of a future width of eighty-four (84) feet. This section shall not apply to signs placed in the public right-of-way in compliance with the provisions stated in Section 33-1396(j) of the Escondido Zoning Code and other applicable provisions of the laws of the City of Escondido.

ZONING CODE:

ARTICLE 66. SIGN ORDINANCE

Section 33-1391. Definitions.

(7) Billboard means a sign structure advertising an establishment, merchandise, service or entertainment which is not sold, produced, manufactured or furnished at the property on which the sign is located (e.g., off-premises signs or outdoor advertising). A sign placed within the public right-of-way, immediately adjacent to commercially zoned property and property designated for commercial use, for which there is a valid encroachment-removal agreement shall not be considered a billboard.

Section 33-1393. Exempt and prohibited signs.

(b) Prohibited signs. Any sign not specifically authorized by this article shall be prohibited unless required by law or otherwise exempted by a local agency pursuant to the Government Code, sections 53090 et seq., of the State of California. The following signs are expressly prohibited:

(10) Signs within the public right-of-way, except where required by a government agency or otherwise permitted by sections 33-1396(c) and 33-1396(j).

Sec. 33-1395.2. Sign standards—Freestanding signs—CG and CN zones.

(c) ~~Other limitations specific to properties on Centre City Parkway. Location. Freestanding signs for businesses adjacent to Centre City Parkway shall be oriented toward the vehicular entries on the cross streets or vehicular entries from Centre City Parkway, if any. A~~ Notwithstanding subsection (b) above, a maximum of one (1) freestanding sign along Centre City Parkway shall be permitted for each vehicular entry from Centre City Parkway.

Section 33-1396. General Use Signs.

(j) Signs within the public right-of-way for commercial activities for which there is a valid encroachment-removal agreement.

(1) Monument signs for which there is a valid encroachment-removal agreement may be placed within the public right-of-way, only under the following circumstances:

(A) Sufficient right-of-way exists between the ultimate edge of pavement or back of sidewalk, whichever is applicable, and the adjacent property line, as determined by the City Engineer.

(B) Existing underground public utilities preclude the placement of a monument sign on the property immediately adjacent to the location where the sign is proposed.

(C) The right-of-way is classified as a Major Road or Prime Arterial in the General Plan.

(D) The public right-of-way intended for placement of a monument sign must be immediately adjacent to a commercially zoned property or property designated for commercial use, with an operating commercial land use activity, and the commercial property must be at least four (4) acres in size.

(E) The encroachment-removal agreement must be between the City of Escondido and the owner of the property immediately adjacent to the location where the sign is placed.

(F) No other freestanding sign is allowed for the adjacent shopping center along the street where the monument sign will be placed.

(G) New buildings have not been constructed on the property immediately adjacent to the location where the sign is proposed after the effective date of this ordinance in a location that would have otherwise provided an opportunity for a monument sign on said adjacent property.

(2) Monument signs placed within the public right-of-way shall be subject to the following conditions:

(A) Development standards (size, height, illumination, etc.) shall be the same as those applicable to the adjacent commercial property.

(B) The sign is considered an on-site sign for the immediately adjacent shopping center and shall be subject to all laws and regulations applicable to the subject shopping center for the duration of the encroachment-removal agreement.

(C) The sign shall be subject to Design Review.

(D) The sign shall have a decorative base and enhanced landscaping must be provided around the base of the sign.

(E) The sign shall be as close as possible to the immediately adjacent property line.

(F) The sign must be at least 100 feet from any intersection and shall not create or exacerbate an existing sight-distance issue.

(G) Placement of the sign shall not necessitate the removal of any trees, either for installation of the sign and/or visibility of the sign.

(3) The City may deny any request to place a sign in the public right if necessary to preserve the public health, safety, and welfare, or other public interest concerning the right-of-way.

CITY COUNCIL STAFF REPORT

Current Business Item No. 14

November 28, 2018

File No. 0800-40

SUBJECT: Climate Action Plan Update - Informational Report and Status Update (PHG 18-0009)

DEPARTMENT: Community Development Department, Planning Division

RECOMMENDATION:

Receive report and presentation. No action is required at this time except to provide direction to staff as appropriate.

PROJECT DESCRIPTION:

The Project involves an update to the Escondido Climate Action Plan (CAP). A CAP lays out a policy structure including specific actions and recommendations that a local agency will use to address climate change and reduce its greenhouse gas (GHG) emissions. Although the City of Escondido was one of the first group of cities to prepare and adopt a CAP in the San Diego region, a lot has changed since then – and the City’s CAP needs to be amended.

FISCAL ANALYSIS:

Funding for the development of the CAP update is provided by SANDAG. SANDAG’s Local Government Partnership with SDG&E will fund nearly all of the work program tasks, excepting environmental review. The City Council previously authorized a \$60,000 budget for completion of the environmental review documents to support the CAP update. A contract with Ascent Environmental for a not-to-exceed amount of \$48,710 was executed on November 8, 2018.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This effort supports the City Council Action Plan priority of Economic Development and the strategy to “[a]mend Escondido’s Climate Action Plan (E-CAP) to be consistent with updated methodologies and standards to reduce potential litigation threats.”

ENVIRONMENTAL REVIEW:

The action before the City Council is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15262, Feasibility and Planning Studies. This agenda item involves a status update of an on-going City-sponsored work program. Public input received and technical information prepared during the process will be utilized in preparing an environmental document to analyze the possible effects of the Project. General direction received from the City Council on matters pertaining to the Project does not have a legally binding effect on any possible future discretionary action.

BACKGROUND AND ANALYSIS:

In 2013, the City of Escondido adopted a CAP as a pathway toward creating a more sustainable, healthy, and livable community. The strategies outlined in the 2013 CAP were to not only reduce GHG emissions, but also to provide energy, fuel, water, and monetary savings to residents, businesses, and other community members – while improving the quality of life in Escondido. Collectively, we have made progress since the first CAP was adopted. We have reduced carbon pollution, while growing the economy. Despite this positive momentum, much work remains to meet state emissions reduction goals for the years 2030 and 2050.

Climate change analyses can be complex, as it must account for large uncertainties about future year conditions and potential impacts. To ensure that the CAP remains a relevant document and reflects best practices for calculating and inventorying baseline and future emissions levels, a CAP must be updated and monitored regularly. (The 2013 CAP suggests a revision is necessary by 2020.) In consideration of the foregoing, for the past six (6) months, the City of Escondido has been creating and leading a community process to update the City's CAP to reevaluate GHG reduction targets consistent with changing State guidelines, refine existing CAP strategies, and potentially develop new goals, quantitative actions, and qualitative supporting measures.

During the course of updating the City's CAP, community ideas and input will be gathered in multiple ways, including public events and workshops. On June 20, 2018, the City Council considered and endorsed a Public Participation Plan ("Outreach Plan") and associated timeline to involve the community in the first phase of outreach. This outreach plan summarizes the strategies that the City and project management team will use to engage the public and other interested parties in the work effort. It includes media strategies, noticing, and in-person workshops and meetings. Attachment 1 includes a summary report of all the meetings staff attended and the presentations that were delivered over the past five (5) months. It is estimated that the total in-person reach of these activities resulted in seeing and speaking directly with 247 Escondido residents, businesses, and/or community members. However, the reach of Project awareness was shared beyond that amount through the use of social media, notices, news article print, and flyer electronic distribution to different user groups. Some of the more notable outreach efforts from Phase 1 includes the following:

- Press release and news article coverage/op-eds;
- Print-ad run in the Daily Transcript;
- 18,818 recipients from the Escondido Library group (flyer electronically distributed);
- 300 recipients from CAFÉ group (flyer electronically distributed);
- 2,260 business recipients from Chamber of Commerce group (flyer electronically distributed);
- Unknown amount of recipients from Building Industry (BIA) group (flyer electronically distributed);
- Use of social media: Facebook;
- E-Newsletter and e-blasts;
- Portable messaging sign in City Hall lobby;

- Attended Cruisin' Grand;
- One (1) public workshop at City Hall on July 30, 2018;
- Eight (8) presentations/mobile workshops throughout the community; and
- Six (6) briefings and presentations with city boards (the City Council, Planning Commission, Historic Preservation Commission, and Traffic Commission).

As a result of this outreach, the City was able to collect valuable input from many different people with many different viewpoints. Although there were diverse perspectives amongst the participants about community problems, needs, and issues, many of those engaged shared similar preferences and/or other important commonalities that can be used to develop community-supported solutions. The findings and results of this feedback is presented in Attachments 2 and 3, respectively, which will be discussed at the November 28, 2018 meeting. Attachment 4 includes all completed questionnaires and worksheets. A staff presentation will cover the main points listed below:

- Preferred emissions reductions strategies and measures from all outreach events;
- Similarities between workshop input and stakeholder input;
- Community comments about measures and/or process; and
- Possible options and suggestions to move the Project forward.

The objective of the November 28, 2018 meeting is for the City Council to review the findings collected through the first phase of outreach, hear public comment, and ultimately confirm next steps for the overall work program. Confirmation of the results will help guide the rest of the planning process. That is, preliminary identification of potential emissions reduction measures will help focus the development of a draft Citywide emissions reduction strategy and public review document to be more supportive of community-supported solutions. This draft strategy would, in turn, be analyzed for impacts through CEQA. City staff anticipates an environmental assessment to commence and an environmental review document to be made available for public review in January/February 2019. Later in 2019, the City Council will make the final decision as to the exact emissions reductions measures to be included in the updated CAP. As such, the planning concepts that the City Council is being asked to direct for study in the environmental document at the November 28, 2018 meeting are not final, but are essential in keeping the Project on schedule for completion in spring 2019. Notwithstanding, it is important to note that the City Council may decide to modify the proposed measures and strategies later, following the benefit of thorough environmental review.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Mike Strong, Assistant Director of Planning
11/19/2018 4:03 p.m.

ATTACHMENTS:

1. Attachment 1 – Phase 1 Outreach Activities
2. Attachment 2 – Tabulated Workshop Results from Phase 1 Activities
3. Attachment 3 – Tabulated Stakeholder and Mobile Workshop Results from Phase 1 Activities
4. Attachment 4 – Completed Questionnaires and Worksheets from all Activities

Climate Action Plan Update

Phase 1 Outreach Activities

DATE	ACTIVITY	ELECTRONIC / PRINT REACH (RECIPIENTS)	IN-PERSON REACH (PEOPLE)
May 1	City Newsletter No. 1 – Outreach Plan (PPP)	9	---
May 8	Planning Commission presentation – PPP	---	10
June 20	City Council presentation – PPP	---	15
July 10	Planning Commission presentation – Workshop development	---	7
July 11	Print-ad display in Daily Transcript	<i>unknown</i>	
July 11	Workshop flyer released to Escondido Library group	18,818	---
July 11	Workshop flyer released to Escondido Chamber	2,260	---
July 11	Workshop flyer posted at City Hall on a display board	<i>unknown</i>	---
July 12	Presentation to Traffic Commission	---	5
July 12	City Newsletter No. 2 – Notice of Public Workshop	17	---
July 13	Cruising Grand	50	---
July 17	Workshop flyer distributed to CAFÉ	<i>unknown</i>	---
July 19	Social media – FB workshop announcement	<i>unknown</i>	---
July 19	Presentation to Historic Preservation Commission	---	7
July 26	Neighborhood Leadership Group Meeting	---	20
July 30	Public Workshop	---	50
August 17	City Newsletter No. 3 – Additional Outreach Opp.	46	
August 28	Planning Commission presentation – GHG inventory	---	8
Sep. 6	Building Industry Association outreach	---	22
Sep. 13	Escondido Chamber outreach	---	15
Sep. 14	CAFÉ outreach	---	29
Sep. 18	Leadership Academy (RLA) – Manzanita outreach	---	7
October 10	Neighborhood Group – Rustic Village outreach	---	11
October 11	Neighborhood Group – Old Escondido outreach	---	26
October 25	Neighborhood Leadership Group Meeting	---	19
Total reach (est.)		21,000+	251

Workshop Tally
Road Transportation

Attachment 2

GHG Reduction Strategy	Strategy Focus Area	Examples of Typical Policies and Actions	Tally
Increase Zero Emission and/or Alternative Fuels	Construction/Landscape/Waste hauler Vehicles/Equipment	• Encourage use of biogas or electric equipment • Mandate conversion of diesel/gasoline construction and/or landscape equipment to biogas or electric	4 Green
	Zero Emission/Alternative Fuel Infrastructure	• Identify and prepare city-wide biofuel and charging station siting plan • Install EV charging and other alternative fuel stations	7 Green
	Preferred Parking	• Provide preferred parking for low emission vehicles in parking structures/street parking	1 Green
Reduce Fuel Use	Transportation Systems Management (TSM)	• Install roundabouts in appropriate areas	5 Green 3 Yellow 1 Red
VMT Reduction	Transportation Demand Management (TDM)	• TDM outreach and education on options to reduce travel demand and optimize transportation modes • Identify employers to connect to vanpools, carpools through SANDAG iCommute program • Implement and incentivize carpools, vanpools • Increase telecommuting – work with SANDAG to implement • Adopt TDM ordinance specifying trip type goals for new developments	8 Green 1 Yellow 1 Red
	Transit systems	• Implement a local shuttle service system in the downtown area to reduce single occupancy vehicle use	4 Green
		• Install transit-only lanes • Increase public transit routes and/or route frequency to increase mode share	6 Green 1 Red
		• Provide park and ride lots at transit stations and facilitate their use	5 Green 1 Yellow
	Active Transportation (Walking)	• Develop pedestrian plan for more sidewalks • Update trails master plan to increase new connection points and improve accessibility	1 Green 1 Red

GHG Reduction Strategy	Strategy Focus Area	Examples of Typical Policies and Actions	Tally
		• Pedestrian improvements (link walkable areas, safety features/shade/crosswalks etc) • Implement pedestrian-only and safe routes to school zones	7 Green 1 Yellow
	Active Transportation (Biking)	• Adopt ordinance to require new developments and some retrofits to install bike racks and other supportive amenities like showers	3 Green
	Complete Streets	• Design streets to provide for all users - cars, bicycles, walkers, and transit users	11 Green

Workshop Tally

Building Energy

GHG Reduction Strategy	Strategy Focus Area	Examples of Typical	Tally
Zero Net Energy	Zero Net Energy (ZNE)	• Implement an ordinance requiring new commercial buildings achieve ZNE standards	11 Green
Increase Energy Efficiency / Conserve Energy	Education	• Encourage energy audits in existing homes (single- and multi-family) and commercial buildings upon sale or major renovation • Encourage energy efficiency improvements through rebates or incentives	5 Green
	Retrofits	• Implement an ordinance requiring energy audits for residential and commercial buildings at time of major renovation or sale • Adopt an energy benchmarking ordinance	6 Green
	Smart Meters & Appliances	• Policies to promote the installation of smart appliances that interface with smart meters at homes and business	1 Green 3 Yellow 2 Red
	Municipal Retrofits	• Use SANDAG Energy Roadmap and implement measures in municipal facilities, such as light replacement programs or more efficient ventilation systems	2 Green
Increase Renewable Energy	Municipal on-site renewable energy	• Increase on site renewable energy generation	6 Green
	City-wide renewable supply	• Adopt policies to increase renewables in electricity beyond state mandate of 50% by 2030	16 Green

GHG Reduction Strategy	Strategy Focus Area	Examples of Typical	Tally
	Behind the Meter Renewable Supply	Promote PV in existing buildings (residential and non-residential) and surface parking areas, such as to reduce/waive permit fees	6 Green
	Water Heating	Require installation of solar or tankless hot water heaters in existing and new residential and non-residential buildings	5 Green 3 Yellow

Workshop Tally

Water, Waste and Carbon Sinks

GHG Reduction Strategy	Strategy Focus Area	Examples of Typical	Tally
Increase Recycled, Reclaimed & Grey Water	Recycled, Reclaimed & Grey Water	Adopt an ordinance to facilitate greywater systems (e.g., pre-plumbing requirements for new residential and commercial buildings)	8 Green
Water Conservation	Outdoor Water Use	- Provide education on pool covers to pool owners - Adopt an ordinance allowing weather-based irrigation systems and encourage installation or rain barrels and rain catchment systems - Update landscape water conservation ordinance including, for example, water budgets	3 Green
	Indoor Water Use	- Mandate installation of high efficiency fixtures at time of sale or renovation - Implement an ordinance requiring water use audits at time of sale or major renovation	2 Yellow 2 Red
	Municipal Water Use	- Install high efficiency fixtures at municipal facilities - Hydrozone landscapes at municipal facilities and parks	4 Green
	Rate Structures	Implement water rate increases	1 Green 3 Yellow
Water Utility Improvements	Methane Capture	Increase methane capture at wastewater treatment plants	8 Green
	Facility improvements	- Identify water utility efficiencies - Identify and address leaks	1 Green
		Adopt a zero-waste landfill policy	4 Green

GHG Reduction Strategy	Strategy Focus Area	Examples of Typical	Tally
Solid Waste Reduction & Increased Recycling	Solid Waste Reduction & Increased Recycling	• Implement a composting ordinance	1 Green
		• Implement a community garden ordinance	2 Green
Trees & Open Space	Easements	• Encourage conservation easements to retain vegetation that capture and store carbon as they grow	12 Green
	Shade Trees	• Implement an ordinance requiring new development and/or major renovation projects to plant shade trees • Update City street tree guidelines and/or landscaping ordinances to include planting shade trees where appropriate	12 Green
	Urban Forest	• Implement an urban forestry or City-wide tree planting program	9 Green 2 Yellow

Workshop Passport Responses

Question 1: Climate action planning is important to Escondido. Rank from 1 to 5, with 5 being “strongly agree” and 1 being “strongly disagree.”

AVERAGE SCORE: 4.8

Question 2: Escondido residents and businesses are willing to pay for the costs associated with implementing these measures. Rank from 1 to 5, with 5 being “strongly agree” and 1 being “strongly disagree.”

AVERAGE SCORE: 4.17

Additional input about favorite and least favorite measures is listed on completed passports. Most of the individual responses support workshop results.

Please use the following link for a detailed review of the workshop and how information was collected:

<https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ClimateActionPlan/CAPUpdate/workshopmaterial/CAPWorkshopSummary.pdf>

Stakeholder Worksheet Tally
Road Transportation

Attachment 3

GHG Reduction Strategy	Strategy Focus Area	Examples of Typical Policies and Actions	Tally if Input Itemized Responses	Tally if Grouped Responses
GHG Emissions Category: Transportation				
Increase Zero Emission and/or Alternative Fuels	Construction/Landscape/Waste hauler Vehicles/Equipment	• Encourage use of biogas or electric equipment • Mandate conversion of diesel/gasoline construction and/or landscape equipment to biogas or electric	6 Yes	11 Yes and 10 No
			1 Yes and 4 No	
	Zero Emission/Alternative Fuel Infrastructure	• Identify and prepare city-wide biofuel and charging station siting plan • Install EV charging and other alternative fuel stations	1 Yes and 1 No	20 Yes and 6 No
			3 Yes and 1 No	
	Preferred Parking	• Provide preferred parking for low emission vehicles in parking structures/street parking	---N/A---	15 Yes and 13 No
Reduce Fuel Use	Transportation Systems Management (TSM)	• Install roundabouts in appropriate areas	---N/A---	25 Yes and 8 No
VMT Reduction	Transportation Demand Management (TDM)	• TDM outreach and education on options to reduce travel demand and optimize transportation modes • Identify employers to connect to vanpools, carpools through SANDAG iCommute program • Implement and incentivize carpools, vanpools • Increase telecommuting – work with SANDAG to implement • Adopt TDM ordinance specifying trip type goals for new developments	2 Yes and 3 No	21 Yes and 3 No
			6 Yes and 2 No	
			6 Yes and 1 No	
			7 Yes	
			2 Yes and 5 No	
	Transit systems	• Implement a local shuttle service system in the downtown area to reduce single occupancy vehicle use	---N/A---	22 Yes and 5 No
		• Install transit-only lanes • Increase public transit routes and/or route frequency to increase mode share	2 No	17 Yes and 8 No
			2 Yes and 1 No	
		• Provide park and ride lots at transit stations and facilitate their use	---N/A---	25 Yes and 3 No

GHG Reduction Strategy	Strategy Focus Area	Examples of Typical Policies and Actions	Tally if Input Itemized Responses	Tally if Grouped Responses
GHG Emissions Category: Transportation				
	Active Transportation (Walking)	• Develop pedestrian plan for more sidewalks • Update trails master plan to increase new connection points and improve accessibility	None	32 Yes and 1 No
			1 Yes	
		• Pedestrian improvements (link walkable areas, safety features/shade/crosswalks etc) • Implement pedestrian-only and safe routes to school zones	2 Yes	33 Yes and 1 No
			2 No	
	Active Transportation (Biking)	• Adopt ordinance to require new developments and some retrofits to install bike racks and other supportive amenities like showers	---N/A---	19 Yes and 13 No
	Complete Streets	• Design streets to provide for all users - cars, bicycles, walkers, and transit users	---N/A---	26 Yes and 8 No

Stakeholder Worksheet Tally
Building Energy

GHG Reduction Strategy	Strategy Focus Area	Examples of Typical	Tally if Input Itemized Responses	Tally if Grouped Responses
GHG Emissions Category: Energy				
Zero Net Energy	Zero Net Energy (ZNE)	• Implement an ordinance requiring new commercial buildings achieve ZNE standards	---N/A---	22 Yes and 7 No
Increase Energy Efficiency / Conserve Energy	Education	• Encourage energy audits in existing homes (single- and multi-family) and commercial buildings upon sale or major renovation • Encourage energy efficiency improvements through rebates or incentives	3 No	18 Yes and 7 No
			5 Yes	
	Retrofits		1 Yes and 1 No	9 Yes and 17 No

GHG Reduction Strategy	Strategy Focus Area	Examples of Typical	Tally if Input Itemized Responses	Tally if Grouped Responses
GHG Emissions Category: Energy				
		• Implement an ordinance requiring energy audits for residential and commercial buildings at time of major renovation or sale • Adopt an energy benchmarking ordinance	1 Yes	
	Smart Meters & Appliances	• Policies to promote the installation of smart appliances that interface with smart meters at homes and business	---N/A---	22 Yes and 7 No
	Municipal Retrofits	• Use SANDAG Energy Roadmap and implement measures in municipal facilities, such as light replacement programs or more efficient ventilation systems	---N/A---	28 Yes
Increase Renewable Energy	Municipal on-site renewable energy	• Increase on site renewable energy generation	---N/A---	25 Yes and 1 No
	City-wide renewable supply	• Adopt policies to increase renewables in electricity beyond state mandate of 50% by 2030	---N/A---	23 Yes and 5 No
	Behind the Meter Renewable Supply	• Promote PV in existing buildings (residential and non-residential) and surface parking areas, such as to reduce/waive permit fees	---N/A---	19 Yes and 4 No
	Water Heating	• Require installation of solar or tankless hot water heaters in existing and new residential and non-residential buildings	---N/A---	22 Yes and 9 No

Stakeholder Worksheet Tally
Water, Waste and Carbon Sinks

GHG Reduction Strategy	Strategy Focus Area	Examples of Typical	Tally if Input Itemized Responses	Tally if Grouped Responses
GHG Emissions Category: Water & Wastewater				
Increase Recycled, Reclaimed & Grey Water	Recycled, Reclaimed & Grey Water	• Adopt an ordinance to facilitate greywater systems (e.g., pre -plumbing requirements for new residential and commercial buildings)	---N/A---	27 Yes and 3 No
Water Conservation	Outdoor Water Use	• Provide education on pool covers to pool owners • Adopt an ordinance allowing weather-based irrigation systems and encourage installation of rain barrels and rain catchment systems • Update landscape water conservation ordinance including, for example, water budgets	3 Yes	29 Yes and 3 No
			2 Yes and 1 No	
			1 Yes and 2 No	
	Indoor Water Use	• Mandate installation of high efficiency fixtures at time of sale or renovation • Implement an ordinance requiring water use audits at time of sale or major renovation	1 No	12 Yes and 14 No
			1 No	
	Municipal Water Use	• Install high efficiency fixtures at municipal facilities • Hydrozone landscapes at municipal facilities and parks	None None	24 Yes and 2 No
	Rate Structures	• Implement water rate increases	---N/A---	4 Yes and 16 No
Water Utility Improvements	Methane Capture	• Increase methane capture at wastewater treatment plants	---N/A---	24 Yes and 2 No
	Facility improvements	• Identify water utility efficiencies • Identify and address leaks	None None	23 Yes
Solid Waste Reduction & Increased Recycling	Solid Waste Reduction & Increased Recycling	• Adopt a zero-waste landfill policy	---N/A---	22 Yes and 2 No
		• Implement a composting ordinance	---N/A---	11 Yes and 12 No
		• Implement a community garden ordinance	---N/A---	18 Yes and 7 No

Trees & Open Space	Easements	• Encourage conservation easements to retain vegetation that capture and store carbon as they grow	---N/A---	26 Yes and 1 No
	Shade Trees	• Implement an ordinance requiring new development and/or major renovation projects to plant shade trees • Update City street tree guidelines and/or landscaping ordinances to include planting shade trees where appropriate	1 Yes	30 Yes and 1 No
			1 Yes and 1 No	
	Urban Forest	• Implement an urban forestry or City-wide tree planting program	---N/A---	31 Yes and 1 No

Stakeholder Passport Responses

Question 1: Climate action planning is important to Escondido. Rank from 1 to 5, with 5 being “strongly agree” and 1 being “strongly disagree.”

AVERAGE SCORE: 4.1

Question 2: Escondido residents and businesses are willing to pay for the costs associated with implementing these measures. Rank from 1 to 5, with 5 being “strongly agree” and 1 being “strongly disagree.”

AVERAGE SCORE: 2.85

Additional input about favorite and least favorite measures is listed on completed passports.

Attachment 4

Completed Questionnaires and Worksheets

Due to the number of pages of Attachment 4, a link has been provided to review the documents electronically.

Summary of the July 30, 2018 Public Workshop and Dot Exercise Results:

<https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ClimateActionPlan/CAPUpdate/workshopmaterial/CAPWorkshopSummary.pdf>

Completed July 30, 2018 Workshop Questionnaires:

<https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ClimateActionPlan/CAPUpdate/FinalFeedback/WorkshopSurvey.pdf>

Completed Worksheets and Questionnaires from the September 6, 2018 Mobile-Workshop with BIA:

<https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ClimateActionPlan/CAPUpdate/FinalFeedback/BIAWorksheetsandSurveys.pdf>

Completed Worksheets and Questionnaires from the Escondido Chamber of Commerce Mobile-Workshop on September 13, 2018 and CAFÉ on September 14, 2018:

<https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ClimateActionPlan/CAPUpdate/FinalFeedback/ChamberandCafeWorksheetsandSurveys.pdf>

Completed Worksheets from the Rustic Village Neighborhood Group on October 10, 2018:

<https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ClimateActionPlan/CAPUpdate/FinalFeedback/RusticVillageWorksheets.pdf>

Completed Worksheets from the Old Escondido Neighborhood Group on October 11, 2018:

<https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ClimateActionPlan/CAPUpdate/FinalFeedback/OldEscondidoWorksheets.pdf>

Completed Worksheets from the Neighborhood Leadership Group on October 25, 2018:

<https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ClimateActionPlan/CAPUpdate/FinalFeedback/RLAWorksheets.pdf>

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

CITY COUNCIL STAFF REPORT

Current Business Item No. 15

November 28, 2018

File No. 0720-20

SUBJECT: Unclassified Service Schedule and Salary Plans

DEPARTMENT: Human Resources Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-169 to approve amending and re-establishing the Salary Schedule for the Unclassified and Management Groups.

FISCAL ANALYSIS:

This action makes no direct changes in the number of full-time employees. All financial impacts of this decision were addressed in the Fiscal Year 2018-2019 budget adopted on June 13, 2018.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

None

PREVIOUS ACTION:

In January 2018 the City Council adopted Resolutions Nos. 2018-05, 2018-06, 2018-07, and 2018-08, which amended and re-established the Management Salary Bands, the Unclassified Clerical/Technical Salary Plans, and the Unclassified Service Schedule List.

BACKGROUND:

Although the day to day operations of the City, including positions and salaries of employees are under the control of the City Manager, the California Government Code, the California Code of Regulations, and the Escondido Municipal Code all require the City to formally maintain a list of all unclassified position titles. The California Code of Regulations requires that, for purposes of determining a retiring member's pension allowance, the pay rate be limited to the amount listed on a pay schedule that is approved by the governing body. The law also requires that this type of item be adopted as a matter of "current business" by the governing body.

The Human Resources Department conducts job studies to ensure that job classifications accurately reflect current job duties. Additionally, if a classification is experiencing a recruitment or retention issue, a classification and compensation study is conducted to ensure that the salary is competitive within the labor market. As a general rule, the City strives to be within 5% +/- of public agency market median for comparable positions. This report recommends approving the changes that are

summarized on Page 1 of Resolution No. 2018-169, Exhibit A and the subsequent unclassified and management classifications that are outlined in Resolution No. 2018-169, Exhibit B.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Sheryl Bennett, Deputy City Manager/Administrative Services
11/19/2018 3:58 p.m.

ATTACHMENTS:

1. Resolution No. 2018-169
2. Resolution No. 2018-169 – Exhibit A
3. Resolution No. 2018-169 – Exhibit B

RESOLUTION NO. 2018-169

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING AND RE-ESTABLISHING THE
SALARY SCHEDULE FOR THE UNCLASSIFIED
AND MANAGEMENT GROUPS

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

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to amend and readopt the salary schedule established by Resolution No. 2018-169.

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 Summary of Changes are listed in Exhibit "A," attached and incorporated by this reference, for the positions listed are established.
3. That the salary schedule is set forth in Exhibit "B," attached and incorporated by this reference, for the positions listed are established.
4. That this Resolution supersedes Resolution No. 2018-06.



Summary of Changes Management and Unclassified Clerical Technical Groups November 28, 2018

Class Title	Union Code	Detail of Change	Previous Monthly Salary	Updated Monthly Salary
Business Analyst I	UCT	Addition of position with adoption of 2018-2019 budget	--	\$4,575 - \$5,561
Business Analyst II	UCT	Addition of position with adoption of 2018-2019 budget	--	\$5,050 - \$6,138
Chief of Police	EM	Salary band change due to merit increase	\$12,426 - \$16,775	\$13,699 - \$18,494
Deputy Director of Utilities/Construction & Engineering	MGT	Salary band change due to salary study of comparable positions	\$8,831 - \$11,921	\$9,272 - \$12,518
Deputy Director of Utilities/Wastewater	MGT	Salary band change to mirror Deputy Director of Utilities/Construction & Engineering change	\$8,831 - \$11,921	\$9,272 - \$12,518
Deputy Director of Utilities/Water	MGT	Salary band change to mirror Deputy Director of Utilities/Construction & Engineering change	\$8,831 - \$11,921	\$9,272 - \$12,518
GIS Analyst I	UCT	GIS Analyst became a progression series to GIS Analyst I/II - no change in salary from GIS Analyst to GIS Analyst I	\$5,305 - \$6,449	--
GIS Analyst II	MGT	GIS Analyst became a progression series to GIS Analyst I/II	--	\$5,856 - \$7,118
Legal Specialist	UCT	Newly created position - reclassification from Legal Assistant for one incumbent	--	\$4,927 - \$5,988
Treasury Manager	MGT	Position reclassified to Accountant I/II	\$6,919 - \$9,341	--
Utilities Maintenance Superintendent	MGT	Salary band change to mirror Wastewater Treatment Plant Superintendent change	\$8,010 - \$10,813	\$8,410 - \$11,354
Wastewater Treatment Plant Superintendent	MGT	Salary band change due to compaction with subordinate position	\$8,010 - \$10,813	\$8,410 - \$11,354
Water Treatment Plant Superintendent	MGT	Salary band change to mirror Wastewater Treatment Plant Superintendent change	\$8,010 - \$10,813	\$8,410 - \$11,354

Note: For this reporting cycle, there are no eliminated classifications to report.

Unclassified and Management Salary
As of 11/28/2018
(all salaries shown as monthly)



Union Code	Job Code	Job Description	Base	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
MGT	20090	Accountant I	Band 008	4,248	5,735				
MGT	20094	Accountant II	Band 012	5,163	6,970				
UCT	20093	Accounting Assistant I	2,593	2,722	2,858	3,001	3,151		
UCT	20091	Accounting Assistant II	2,862	3,005	3,155	3,313	3,478		
UCT	21330	Administrative Coordinator	3,945	4,142	4,349	4,567	4,795		
MGT	21333	Applications Development Mgr	Band 018	6,919	9,341				
UCT	21305	Asset Program Coordinator	4,354	4,572	4,801	5,041	5,293		
UCT	73000	Asst Canal Superintendent	4,463	4,686	4,921	5,167	5,425		
MGT	20000	Asst City Attorney	Band 031	13,047	17,613				
MGT	21060	Asst City Clerk	Band 014	5,692	7,685				
MGT	20180	Asst City Engineer	Band 021	8,010	10,813				
EM	10100	Asst City Manager	Band 032	13,699	18,494				
MGT	20192	Asst Dir of Community Svs	Band 020	7,629	10,298				
MGT	20135	Asst Dir of Finance	Band 023	8,831	11,921				
MGT	20140	Asst Dir of Planning	Band 023	8,831	11,921				
MGT	20190	Asst Dir Public Works	Band 023	8,831	11,921				
UCT	20884	Asst Env Programs Specialist	3,849	4,041	4,243	4,455	4,678		
MGT	20310	Bldg Maintenance Supt	Band 015	5,977	8,069				
MGT	20150	Bldg Official	Band 021	8,010	10,813				
MGT	20320	Budget Manager	Band 018	6,919	9,341				
UCT	20826	Business Analyst I	4,575	4,804	5,044	5,296	5,561		
UCT	20827	Business Analyst II	5,050	5,302	5,567	5,846	6,138		

Union Code	Job Code	Job Description	Base	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
UCT	73600	Canal Assistant I	3,007	3,157	3,315	3,480	3,655		
UCT	73650	Canal Assistant II	3,319	3,485	3,659	3,842	4,034		
MGT	73500	Canal Superintendent	Band 012	5,163	6,970				
PM	10650	Chief Of Police	Band 032	13,699	18,494				
EM	10200	City Attorney	20,125						
EM	12000	City Clerk	Band 023	8,831	11,921				
EM	10300	City Manager	23,833						
EME	12200	City Treasurer	8,124						
MGT	50560	Code Enforcement Manager	Band 018	6,919	9,341				
UCT	21401	Collections Officer	3,663	3,846	4,039	4,241	4,453		
MGT	21015	Communications Officer	Band 014	5,692	7,685				
MGT	50755	Community Services Manager	Band 012	5,163	6,970				
UCT	82235	Control Systems Analyst	7,135	7,492	7,867	8,260	8,673		
MGT	40431	Crime Analyst	Band 008	4,248	5,735				
MGT	21001	Dep Building Official	Band 016	6,276	8,473				
MGT	21199	Dep City Attorney I	Band 015	5,977	8,069				
MGT	21200	Dep City Attorney II	Band 017	6,589	8,896				
EM	10430	Dep City Manager	Band 030	12,426	16,775				
MGT	20336	Dep Dir of Pub Wks/Maintenance	Band 020	7,629	10,298				
MGT	20940	Dep Dir of Util/Const & Eng	Band 024	9,272	12,518				
MGT	20970	Dep Dir of Util/Wastewater	Band 024	9,272	12,518				
MGT	20950	Dep Dir of Util/Water	Band 024	9,272	12,518				
UCT	21430	Department Aide	2,468	2,591	2,721	2,857	2,999		
UCT	21440	Department Assistant	2,862	3,005	3,155	3,313	3,478		
UCT	21055	Deputy City Clerk	4,575	4,804	5,044	5,296	5,561		
MGT	20685	Design & Construction Proj Mgr	Band 016	6,276	8,473				

Union Code	Job Code	Job Description	Base	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
EM	10415	Dir of Comm & Community Svcs	Band 024	9,272	12,518				
EM	10400	Dir of Community Development	Band 026	10,222	13,800				
EM	10480	Dir of Eng Svcs/City Eng	Band 026	10,222	13,800				
EM	10450	Dir of Info Systems	Band 026	10,222	13,800				
EM	10540	Dir of Public Works	Band 026	10,222	13,800				
EM	10575	Dir of Utilities	Band 027	10,733	14,490				
UCT	21460	Division Coordinator	3,319	3,485	3,659	3,842	4,034		
MGT	20338	Economic Development Manager	Band 018	6,919	9,341				
UCT	60800	Emer Medical Svcs Program Coord	4,354	4,572	4,801	5,041	5,293		
MGT	50770	Emer/Disaster Preparedness Mgr	Band 014	5,692	7,685				
MGT	20880	Environmental Prog Mgr/Util	Band 016	6,276	8,473				
UCT	20885	Environmental Prog Specialist	5,050	5,302	5,567	5,846	6,138		
UCT	21332	Executive Assistant-City Atty	4,806	5,047	5,299	5,564	5,842		
UCT	21331	Executive Assistant-City Mgr	5,050	5,302	5,567	5,846	6,138		
UCT	21336	Executive Asst-Chief of Police	4,806	5,047	5,299	5,564	5,842		
UCT	21334	Executive Office Coordinator	3,574	3,753	3,940	4,137	4,344		
UCT	21337	Executive Office Specialist	3,007	3,157	3,315	3,480	3,655		
MGT	50725	Finance Manager	Band 018	6,919	9,341				
MGT	50751	Fire Admin Services Manager	Band 014	5,692	7,685				
FM	20370	Fire Battalion Chief	Band 023	8,831	11,921				
EM	10600	Fire Chief	Band 030	12,426	16,775				
FM	20300	Fire Division Chief	Band 026	10,222	13,800				
MGT	20350	Fire Marshal	Band 022	8,410	11,354				
MGT	20850	Fleet Maint Superintendent	Band 015	5,977	8,069				
UCT	20874	Forensic Services Supervisor	6,003	6,303	6,618	6,949	7,296		
MGT	50731	Geographic Information Sys Mgr	Band 014	5,692	7,685				

Union Code	Job Code	Job Description	Base	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
UCT	50735	GIS Analyst I	5,305	5,571	5,849	6,142	6,449		
UCT	50737	GIS Analyst II	5,856	6,149	6,456	6,779	7,118		
UCT	50785	GIS Technician I	3,574	3,753	3,940	4,137	4,344		
UCT	50786	GIS Technician II	3,945	4,142	4,349	4,567	4,795		
MGT	21190	Housing & Neigh Svs Manager	Band 018	6,919	9,341				
MGT	21081	Human Resources Analyst I	Band 009	4,459	6,021				
MGT	21083	Human Resources Analyst II	Band 011	4,916	6,638				
UCT	21650	Human Resources Coordinator	4,463	4,686	4,921	5,167	5,425		
MGT	21130	Human Resources Manager	Band 019	7,265	9,808				
UCT	21651	Human Resources Technician I	3,487	3,661	3,844	4,036	4,238		
UCT	21655	Human Resources Technician II	3,849	4,041	4,243	4,455	4,678		
MGT	20800	Laboratory Superintendent	Band 019	7,265	9,808				
MGT	20501	Lakes & Open Space Supt.	Band 014	5,692	7,685				
UCT	20875	Latent Print & Evid Specialist	5,176	5,435	5,707	5,992	6,292		
UCT	20876	Latent Print Specialist	4,575	4,804	5,044	5,296	5,561		
UCT	21580	Legal Assistant	4,689	4,924	5,170	5,428	5,700		
UCT	21600	Legal Secretary	3,849	4,041	4,243	4,455	4,678		
UCT	21585	Legal Specialist	4,927	5,173	5,432	5,703	5,988		
UCT	21470	Maintenance & Oper Coordinator	3,663	3,846	4,039	4,241	4,453		
UCT	81935	Maintenance Scheduler	6,153	6,460	6,783	7,123	7,479		
MGT	21090	Management Analyst I	Band 009	4,459	6,021				
MGT	21092	Management Analyst II	Band 012	5,163	6,970				
UCT	21317	Network Administrator I	5,050	5,302	5,567	5,846	6,138		
UCT	21318	Network Administrator II	5,574	5,853	6,145	6,453	6,775		
MGT	21801	Network Manager	Band 019	7,265	9,808				
UCT	21311	Network Systems Engineer	5,305	5,571	5,849	6,142	6,449		

Union Code	Job Code	Job Description	Base	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
UCT	21310	Network Systems Technician I	3,402	3,572	3,750	3,938	4,135		
UCT	21313	Network Systems Technician II	3,755	3,943	4,140	4,347	4,564		
UCT	21316	Network Systems Technician III	4,145	4,352	4,569	4,798	5,038		
UCT	21661	Payroll Analyst	4,248	4,461	4,684	4,918	5,164		
UCT	21660	Payroll Technician I	3,402	3,572	3,750	3,938	4,135		
UCT	21662	Payroll Technician II	3,755	3,943	4,140	4,347	4,564		
MGT	50752	Police Busines Mgr	Band 014	5,692	7,685				
PM	20600	Police Captain	Band 026	10,222	13,800				
PM	20670	Police Lieutenant	Band 024	9,272	12,518				
UCT	21550	Police Projects Specialist	4,044	4,246	4,458	4,681	4,915		
MGT	50753	Police Services Analyst	Band 013	5,422	7,319				
UCT	21555	Police Training Coordinator	3,945	4,142	4,349	4,567	4,795		
MGT	20680	Principal Engineer	Band 019	7,265	9,808				
MGT	20690	Principal Planner	Band 019	7,265	9,808				
MGT	21240	Program Administrator	Band 009	4,459	6,021				
UCT	21680	Programmer Analyst I	4,248	4,461	4,684	4,918	5,164		
UCT	21681	Programmer Analyst II	4,689	4,924	5,170	5,428	5,700		
MGT	40100	Pub Safety Communications Mgr	Band 017	6,589	8,896				
UCT	20822	Public Safety Systems Analyst	5,305	5,571	5,849	6,142	6,449		
MGT	21335	Public Safety Systems Manager	Band 015	5,977	8,069				
MGT	20500	Public Works Superintendent	Band 015	5,977	8,069				
UCT	30505	Publications Coordinator I	3,007	3,157	3,315	3,480	3,655		
UCT	30500	Publications Coordinator II	3,319	3,485	3,659	3,842	4,034		
MGT	21340	Real Property Manager	Band 019	7,265	9,808				
MGT	20001	Revenue Manager	Band 018	6,919	9,341				
UCT	20040	Risk & Safety Coordinator	4,248	4,461	4,684	4,918	5,164		

Union Code	Job Code	Job Description	Base	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
MGT	20337	Risk & Safety Manager	Band 019	7,265	9,808				
UCT	20092	Sr Accounting Assistant	3,319	3,485	3,659	3,842	4,034		
MGT	50754	Sr Crime Analyst	Band 010	4,683	6,323				
MGT	21220	Sr Deputy City Attorney	Band 022	8,410	11,354				
MGT	20877	Sr Engineer	Band 018	6,919	9,341				
UCT	20887	Sr Environmental Prog Spec	5,574	5,853	6,145	6,453	6,775		
MGT	21080	Sr Human Resources Analyst	Band 014	5,692	7,685				
UCT	21590	Sr Legal Assistant	5,438	5,710	5,995	6,295	6,610		
MGT	21309	Sr Network Systems Engineer	Band 015	5,977	8,069				
MGT	20840	Sr Planner	Band 014	5,692	7,685				
UCT	20347	Sr Safety Analyst	5,305	5,571	5,849	6,142	6,449		
UCT	20823	Systems Analyst I	5,856	6,149	6,456	6,779	7,118		
UCT	20825	Systems Analyst II	6,464	6,787	7,127	7,483	7,857		
UCT	82255	Technical Production Coord	3,402	3,572	3,750	3,938	4,135		
UCT	20965	Telecommunications Specialist	3,849	4,041	4,243	4,455	4,678		
MGT	21005	Tourism & Marketing Administra	Band 009	4,459	6,021				
MGT	82233	Utilities Analyst	Band 011	4,916	6,638				
MGT	20683	Utilities Constr Proj Mgr	Band 016	6,276	8,473				
UCT	82230	Utilities Construction Coord	4,354	4,572	4,801	5,041	5,293		
MGT	20920	Utilities Maintenance Supt	Band 022	8,410	11,354				
MGT	20975	Wastewater Trmt Plant Supt	Band 022	8,410	11,354				
MGT	20930	Water Distribution Supt	Band 018	6,919	9,341				
MGT	20990	Water Treatment Plant Supt	Band 022	8,410	11,354				
UCT	20960	Web Design Technician I	3,402	3,572	3,750	3,938	4,135		
UCT	20961	Web Design Technician II	3,755	3,943	4,140	4,347	4,564		

CITY COUNCIL STAFF REPORT

Current Business Item No. 16

November 28, 2018

File No. 0720-40

SUBJECT: Adoption of Ordinance Amending the CalPERS Contract

DEPARTMENT: Human Resources Department, Benefits Division

RECOMMENDATION:

It is requested that the City Council adopt Ordinance No. 2018-19, authorizing an amendment to the contract between the City of Escondido (City) and the Board of Administration of the California Public Employees' Retirement System (CalPERS) to include the Escondido Police Officers' Association/Safety Unit (POA) and Firefighters' Association (FFA) Bargaining Unit CalPERS Classic members contributing an additional one percent towards the employer's CalPERS costs, Government Code Section 20516.

FISCAL ANALYSIS:

The sharing of the CalPERS cost by POA and FFA CalPERS Classic members of an additional one percent each year of the agreement has an estimated cost savings to the City of approximately \$561,000 for the term of the (2018-2020) Memorandum of Understanding (MOU) with both groups.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Council Action Plan regarding Fiscal Management. The additional employee cost sharing of pension benefits relates to addressing the cost of pension obligations.

PREVIOUS ACTION:

Within the POA and FFA agreements, it was agreed the Classic CalPERS members will share an additional cost of one percent each year of the three-year term. On April 18, 2018, the City Council approved Ordinance No. 2018-06 authorizing an amendment to the CalPERS contract to include the one percent of cost share for the first year of the POA and FFA agreements.

On November 7, 2018, the City Council approved a Resolution of Intention No. 2018-155 to amend the CalPERS contract and introduced the first reading of Ordinance No. 2018-19 authorizing a CalPERS contract amendment to include an additional one percent of cost share for the second year of the POA and FFA agreements.

BACKGROUND:

Prior to the City implementing the additional one percent cost share for the second year of the agreements, it is necessary for the City to amend its contract with CalPERS. The first reading of Ordinance No. 2018-19 was introduced to the City Council at the November 7, 2018 meeting. The

final Ordinance and contract amendment will allow the Police Officers' Association/Safety Unit (POA) and Firefighters' Association (FFA) CalPERS Classic members to share an additional cost of one percent of the City's CalPERS costs for the second year of their agreements. Additionally, California Government Code Section 7507 requires that future annual costs or benefit changes of the proposed contract amendment be made at a public meeting at least two weeks prior to the adoption of the final Ordinance. Upon approval of the Ordinance, the effective date of the CalPERS contract amendment will be 30 days after the adoption of the Ordinance and occur on the first day of a pay period, which is January 13, 2019. The CalPERS contract amendment will modify Section A (15) (k) of the current contract by replacing "From and after May 20, 2018, one percent for classic local safety members in the Escondido Firefighters' Association and the Escondido Police Officers' Association" with "From May 20, 2018, and until the effective date of this amendment to contract, one percent for classic local safety members in the Escondido Firefighters' Association and the Escondido Police Officers' Association." The following additional paragraph will be added to the contract, "From and after the effective date of this amendment to contract, two percent for classic local safety members in the Escondido Firefighters' Association and the Escondido Police Officers' Association."

Since the cost share is incrementally added over the term of the agreements, CalPERS requires the City to execute a CalPERS contract amendment for each year of the agreements. However, due to a new bill signed by Governor Brown, a contract amendment will no longer be required in order to implement the additional one percent of cost sharing for the third year of the POA and FFA agreements. Governor Brown signed Assembly Bill 2310 on August 27, 2018, which will amend Section 20516 (Employees Sharing Additional Cost) of the Government Code. This bill is effective January 1, 2019, and specifies that once a contracting agency elects to be subject to the cost sharing provision, subsequent contract amendments are not required.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Sheryl Bennett, Deputy City Manager/Administrative Services
11/19/2018 3:58 p.m.

ATTACHMENTS:

1. Ordinance No. 2018-19
2. Ordinance No. 2018-19 – Exhibit "A"

ORDINANCE NO. 2018-19

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING AN AMENDMENT TO THE
CONTRACT BETWEEN THE CITY COUNCIL
OF 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 ("Amendment") between the City Council of the City of Escondido and the Board of Administration of the California Public Employees' Retirement System is hereby authorized, a copy of said Amendment being attached hereto as Exhibit "A," and by such reference made a part hereof as though herein set out in full.

SECTION 2. That the Mayor of the City Council is hereby authorized, empowered, and directed to execute said Amendment for and on behalf of said Agency.

SECTION 3. That 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 once in the 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.



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, July 1, 2007, May 27, 2012, September 30, 2012, December 23, 2012, May 20, 2018 and August 12, 2018 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 20 are hereby stricken from said contract as executed effective August 12, 2018, and hereby replaced by the following paragraphs numbered 1 through 20 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 classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 for classic local safety members and age 57 for new local safety members.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

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 attorney 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) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' 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.
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).

PLEASE DO NOT SIGN "EXHIBIT ONLY"

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 1/1/1973; 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 classic 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 classic local miscellaneous members in employment on or after July 1, 2007 and not entering membership for the first time in the miscellaneous classification after December 23, 2012 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).

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10. The percentage of final compensation to be provided for each year of credited current service as a classic local miscellaneous member entering membership for the first time in the miscellaneous classification after December 23, 2012 shall be determined in accordance with Section 21353 of said Retirement Law (2% at age 60 Full).
11. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
12. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local fire member entering membership in the fire classification on or prior to May 27, 2012 and for those classic local police members entering membership in the police classification on or prior to September 30, 2012 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
13. The percentage of final compensation to be provided for each year of credited current service as a classic local fire member entering membership for the first time in the fire classification after May 27, 2012 and for those classic local police members entering membership for the first time in the police classification after September 30, 2012 shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full)..
14. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
15. 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.

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- d. Section 20690, Statutes of 1980, (To Prospectively Revoke Section 20614, Statutes of 1978).
- e. Section 20042 (One-Year Final Compensation) for those classic local fire members entering membership on or prior to May 27, 2012, classic local police members entering membership on or prior to September 30, 2012 and classic local miscellaneous members entering membership on or prior to December 23, 2012.
- 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 classic 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 classic local fire members entering membership for the first time with this agency in the fire classification after May 27, 2012.

Section 21362 (2% @ 50 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to classic local police members entering membership for the first time with this agency in the police classification after September 30, 2012.

Section 21353 (2% @ 60 Full Formula) and Section 20037 (Three-Year Final Compensation) are applicable to classic local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after December 23, 2012

- k. Section 20516 (Employees Sharing Additional Cost):

From May 20, 2018 and until the effective date of this amendment to contract, 1% for classic local safety members in the Escondido Firefighters' Association and the Escondido Police Officers' Association.

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From and after August 12, 2018, 1% for classic local miscellaneous members in the Maintenance and Operations Bargaining Unit Teamsters Local 911.

From and after the effective date of this amendment to contract, 2% for classic local safety members in the Escondido Firefighters' Association and the Escondido Police Officers' Association.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

16. 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.
17. 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.
18. 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.
19. 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.
20. 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 _____
ARNITA PAIGE, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

CITY COUNCIL STAFF REPORT

Current Business Item No. 17

November 28, 2018

File No. 0600-10, A-2340

SUBJECT: Proposed Rate Increase from Escondido Disposal (EDI) for Annual CPI Increase To Solid Waste and Recycling Rates and Fees for Residential and Commercial Collections and an Update on a Future Organic Waste Processing Program

DEPARTMENT: Public Works Department, Recycling Division

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-173, to revise the rates for Residential and Commercial Solid Waste and Recycling Services. Effective January 1, 2019, a 2.62 percent increase will apply to residential collection services and 1.46 percent increase for commercial collection services. Staff will also give a brief update on the proposed organic waste processing program and associated legislation.

PREVIOUS ACTION:

On October 6, 1999, the City Council approved a contract with Escondido Disposal, Inc., and Escondido Resource Recovery, divisions of Refuse Services, Inc., specifying rates to be charged for solid waste and recycling services. The contract established initial maximum rates paid by the ratepayers and gave the contractor the right to increase the maximum rates annually, according to the change in the previous year's Consumer Price Index (CPI).

The contract specifies that if the Escondido ratepayers' effective mean rate (the rate not including Assembly Bill No. 939 (AB 939), Household Hazardous Waste (HHW) and Franchise Fees) is not within the lowest 25 percent being charged in San Diego County, the City has the right to propose that EDI adjust its proposed rates to fall within the lowest 25 percent.

In compliance with Proposition 218, the City Council held a public hearing on January 7, 2015, and adopted an inflation schedule based on the CPI for automatic rate increases over the next five years. Customers are provided notice of the scheduled rate increase 45 days before the increase becomes effective. The CPI increase cannot cause Escondido ratepayers' effective mean rate to exceed the lowest 25 percent being charged within San Diego County. The City will need to hold another public hearing to authorize rate increases again before rates can be increased in 2020.

In accordance with Proposition 218 and the contract specifications, the following rate increases have been granted to EDI for basic residential and commercial collection services.

Date	Residential Increase	Commercial Increase
July 2001	6.8%	6.8%
July 2002	3.6%	3.6%
July 2003	2.1%	4.0%
July 2004	2.9%	3.4%
January 2006	1.13%	3.97%
January 2007	0%	3.38%
March 2007	2.4%	0%
January 2008	0%	1.316%
January 2009	0%	4.39%
April 2009	1.045%	0%
January 2012	1.29%	0.895%
January 2013	1.66%	0%
January 2015	0%	2.43%
March 2015	2.43%	0%
February 2016	0.789%	0.789%
January 2017	1.9757%	1.9757%
January 2018	3.2766%	2.519%
Proposed January 2019	2.62%	1.46%

HHW fees and AB 939 fees were established in 1994 at \$0.25 and \$0.21 per month, respectively. On July 1, 2003, HHW fees were increased from \$0.25 to \$0.35 per month. On January 1, 2006, HHW Waste fees were increased from \$0.35 to \$0.52 per month. No Increases in either AB 939 or HHW fees are being requested at this time. The franchise fee also remains at 10 percent of gross receipts. These fees apply equally to both residential and commercial collections and all solid waste and recycling services.

BACKGROUND:

On October 10, 2018, the City received notification from Escondido Disposal, Inc., regarding an increase in the solid waste and recycling rates in accordance with Section 8(C) of the Solid Waste Disposal and Recycling Franchise Agreement. The rate increases are based on the 3.0242 percent change in the CPI between the first half of 2017 and the first half of 2018 after adjustments to keep the Escondido ratepayers' effective mean rate within the lowest 25 percent in San Diego County. After review and discussion, it was determined that the contractual CPI formula allows for a 2.62 percent residential and 1.46 percent commercial rate increases effective January 1, 2019. Commercial and residential rate increase notices will be mailed to customers in November 2018. Under the proposed CPI rate increase of 2.62 percent for residential accounts, the total monthly rate for curbside trash and recycling collection will increase by \$0.50 per month, from \$19.81 to \$20.31. The residential effective mean rate (the rate not including AB 939, HHW and Franchise Fees) for the same service is currently \$21.83. The last residential rate increase was in 2018 and was 3.2766 percent. The proposed 2.62 percent residential and 1.46 percent commercial increases for CPI will become effective January 1, 2019, and apply to all residential and commercial collection rates and services as presented in Exhibit "A" (attached to Resolution No. 2018-173).

FISCAL ANALYSIS:

The increase in solid waste and recycling rates for residential and commercial accounts will result in an approximate 3 percent increase in the franchise fees, received by the General Fund. Residential rates will increase by \$0.50 per month. Commercial rates will increase by varying amounts, depending on individual service levels.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Joseph Goulart, Assistant Director of Public Works
11/19/2018 3:52 p.m.

ATTACHMENTS:

1. Resolution No. 2018-173
2. Resolution No. 2018-173 – Exhibit "A" – Solid Waste and Recycling Service Fees

RESOLUTION NO. 2018-173

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING AN ANNUAL CONSUMER
PRICE INDEX INCREASE IN THE RATES
FOR RESIDENTIAL AND COMMERCIAL
SOLID WASTE AND RECYCLING SERVICES
PROVIDED BY REFUSE SERVICES, INC.

WHEREAS, in October 1999 the City entered into a Solid Waste Disposal and Recycling Franchise Agreement (the "Agreement") with Escondido Resource Recovery and Escondido Disposal, Inc., Divisions of Refuse Services, Inc., to provide residential, commercial and industrial trash, and recycling collection services; and

WHEREAS, Section 8(C) of the Agreement grants an annual increase in the rates not to exceed the percentage increase in the Consumer Price Index ("CPI") for the year, upon receipt of written notice of the proposed increase; and

WHEREAS, Escondido Disposal has requested in a letter dated and received October 10, 2018, an increase in the residential and commercial rates and fees to be effective January 1, 2019; and

WHEREAS, revised residential and commercial rates and fees were last approved on November 15, 2017, with a January 1, 2018 effective date for the residential fees, and a January 1, 2018 effective date for the commercial fees; and

WHEREAS, the proposed revised residential and commercial rates and fees, to be effective January 1, 2019, and the calculation of the increased percentage in the Consumer Price Index are attached as Exhibit "A"; and

WHEREAS, notice of the residential and commercial rates revised for the allowed annual CPI increase are being mailed to all affected customers in Escondido in November 2018; and

WHEREAS, the Assistant Public Works Director recommends approval of the proposed increase in Solid Waste Disposal and Recycling rates and fees for residential and commercial accounts, effective January 1, 2019.

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 accepts the recommendation of the Assistant Public Works Director.
3. That the Mayor and City Clerk are authorized to adopt, on behalf of the City, an increase in the rates and fees for Solid Waste Disposal and Recycling Services for residential and commercial accounts effective January 1, 2019. A copy of the contractual CPI formula is attached as Exhibit "A" and is incorporated by this reference.



October 10, 2018

Ms. Laura Robinson
Recycling Program Coordinator
City of Escondido
475 N. Spruce Street
Escondido, CA 92025

RE: Solid Waste & Recycling Service Fees for CY 2019

Dear Laura:

Escondido Disposal Inc. (EDI) is honored to serve the City of Escondido. Attached are proposed rate schedule for all service levels for the 2019 calendar year based on changes in the San Diego area Consumer Price Index (CPI). Also, attached is a copy of the CPI and rate comparisons for franchise cities in San Diego County.

Rate adjustments are based on changes in the San Diego CPI for the first half of 2017 compared to the first half of 2018. The 2018 index increased 8.515 points compared to the 2017 index or 3.0242%. In order to maintain Escondido basic service rates among the lowest in San Diego County, effective January 1, 2019 basic commercial rates will only increase 1.46% and basic residential rates 2.62% over current rates.

Please review the attached information at your earliest possible convenience and call me with any questions at 760 744-5615, extension 140.

Sincerely,

Elmer Heap
General Manager

"We'll Take Care of It"

1044 W. Washington Ave. • Escondido, California 92025
(760) 745-3203 • Fax: (760) 745-9740 • escondidodisposal.com • Printed on Recycled Paper

CONSUMER PRICE INDEX CALCULATION
CPI: 3.0242%

Last 12 month period for which statistics are available is the first half of 2017 compared to the first half of 2018 in the San Diego area

All Urban Consumers (all items), base period of 1982-84 = 100

Current CPI	290.076 (first half of 2018)
Previous CPI	281.561 (first half of 2017)
Change	8.515 points
Percentage change	3.0242%

Actual Increase Allowable - Basic 1.4551% (used 1.4551% to be in the lowest 25%)

BASIC COMMERCIAL RATE

	Current 1/1/2018	Proposed 1/1/2019
3yard 1/week	\$ 92.78	\$ 94.13
Franchise Fee	10.31	10.46
AB939	0.21	0.21
HHW	0.52	0.52
Total	\$ 103.82	\$ 105.32

PERMANENT BINS

<u>BIN SIZE</u>	<u>1 x WK</u>	<u>2 x WK</u>	<u>3 x WK</u>	<u>4 x WK</u>	<u>5 x WK</u>	<u>6 x WK</u>
1 1/2 YARD	70.79	118.85	166.97	215.09	263.18	311.29
3 YARD	105.32	184.27	263.25	342.16	421.13	500.04
4 YARD	137.86	245.03	352.25	459.45	566.63	673.82

EXTRA DUMP CHARGES FOR PERMANENT BINS

	<u>1 1/2 YARD</u>	<u>3 YARD</u>	<u>4 YARD</u>
Per Bin Dump	20.82	30.78	38.53

T-BINS

Customer is allowed to keep bin for 1 week

94.42 113.28

GREENS T-BIN

84.21 104.22

CONSTRUCTION BINS

<u>BIN SIZE</u>	<u>1 x WK</u>	<u>2 x WK</u>	<u>3 x WK</u>	<u>4 x WK</u>	<u>5 x WK</u>
1 1/2 YARD	104.10	164.19	224.30	284.40	344.49
3 YARD	147.49	267.69	387.95	508.14	628.38
4 YARD	168.72	329.06	489.31	649.64	809.94

NOTE: ALL CONSTRUCTION BINS HAVE A ONE TIME DELIVERY FEE OF: \$ 35.19

EXTRA DUMP CHARGES FOR CONSTRUCTION BINS

	<u>1 1/2 YARD</u>	<u>3 YARD</u>	<u>4 YARD</u>
Per Bin Dump	27.15	36.94	44.90

OFF-ROAD BINS

<u>BIN SIZE</u>	<u>1 x WK</u>	<u>2 x WK</u>	<u>3 x WK</u>	<u>4 x WK</u>	<u>5 x WK</u>
1 1/2 YARD	126.53	242.27	357.98	473.73	589.46
3 YARD	145.84	280.84	415.85	550.88	685.89
4 YARD	158.69	306.60	454.50	602.43	750.33

NOTE: ALL OFF ROAD BINS HAVE A ONE TIME DELIVERY FEE OF: \$ 35.19

EXTRA DUMP CHARGES FOR OFF ROAD BINS

	<u>1 1/2 YARD</u>	<u>3 YARD</u>	<u>4 YARD</u>
	27.15	36.94	44.91

MATRIX FOR 3 YARD AND 4 YARD BINS

3 YARD BINS

# OF BINS	<u>DUMPS PER WEEK</u>					
	1	2	3	4	5	6
1	\$ 105.32	\$ 184.27	\$ 263.25	\$ 342.16	\$ 421.13	\$ 500.04
2	\$ 210.64	\$ 368.54	\$ 526.50	\$ 684.32	\$ 842.26	\$ 1,000.08
3	\$ 315.96	\$ 552.81	\$ 789.75	\$ 1,026.48	\$ 1,263.39	\$ 1,500.12
4	\$ 421.28	\$ 737.08	\$ 1,053.00	\$ 1,368.64	\$ 1,684.52	\$ 2,000.16
5	\$ 526.60	\$ 921.35	\$ 1,316.25	\$ 1,710.80	\$ 2,105.65	\$ 2,500.20
6	\$ 631.92	\$ 1,105.62	\$ 1,579.50	\$ 2,052.96	\$ 2,526.78	\$ 3,000.24
7	\$ 737.24	\$ 1,289.89	\$ 1,842.75	\$ 2,395.12	\$ 2,947.91	\$ 3,500.28
8	\$ 842.56	\$ 1,474.16	\$ 2,106.00	\$ 2,737.28	\$ 3,369.04	\$ 4,000.32
9	\$ 947.88	\$ 1,658.43	\$ 2,369.25	\$ 3,079.44	\$ 3,790.17	\$ 4,500.36
10	\$ 1,053.20	\$ 1,842.70	\$ 2,632.50	\$ 3,421.60	\$ 4,211.30	\$ 5,000.40

4 YARD BINS

# OF BINS	<u>DUMPS PER WEEK</u>					
	1	2	3	4	5	6
1	\$ 137.86	\$ 245.03	\$ 352.25	\$ 459.45	\$ 566.63	\$ 673.82
2	\$ 275.72	\$ 490.06	\$ 704.50	\$ 918.90	\$ 1,133.26	\$ 1,347.64
3	\$ 413.58	\$ 735.09	\$ 1,056.75	\$ 1,378.35	\$ 1,699.89	\$ 2,021.46
4	\$ 551.44	\$ 980.12	\$ 1,409.00	\$ 1,837.80	\$ 2,266.52	\$ 2,695.28
5	\$ 689.30	\$ 1,225.15	\$ 1,761.25	\$ 2,297.25	\$ 2,833.15	\$ 3,369.10
6	\$ 827.16	\$ 1,470.18	\$ 2,113.50	\$ 2,756.70	\$ 3,399.78	\$ 4,042.92
7	\$ 965.02	\$ 1,715.21	\$ 2,465.75	\$ 3,216.15	\$ 3,966.41	\$ 4,716.74
8	\$ 1,102.88	\$ 1,960.24	\$ 2,818.00	\$ 3,675.60	\$ 4,533.04	\$ 5,390.56
9	\$ 1,240.74	\$ 2,205.27	\$ 3,170.25	\$ 4,135.05	\$ 5,099.67	\$ 6,064.38
10	\$ 1,378.60	\$ 2,450.30	\$ 3,522.50	\$ 4,594.50	\$ 5,666.30	\$ 6,738.20

Multi- Family Recycling Fee \$1.00 per month per dwelling unit

COMPACTOR / DOB RATES

<u>COMPACTORS:</u>			
"C"	220.38	\$	48.59 Per Ton Landfill fees
"D"	224.96	\$	48.59 Per Ton Landfill fees
"F"	235.65	\$	48.59 Per Ton Landfill fees
"P"	198.92	\$	48.59 Per Ton Landfill fees

<u>DOB'S</u>	<u>Haul</u>	<u>Disposal (6 tons)</u>	<u>Sub-total</u>	<u>Del Charge</u>	<u>Total</u>
14 YARD (8' X 16' X 3')	\$ 228.61	\$ 291.54	\$520.15	53.96	\$574.11
25 YARD (8' X 18' X 5')	\$ 228.61	\$ 291.54	\$520.15	53.96	\$574.11
38 YARD (8' X 22' X 6')	\$ 228.61	\$ 291.54	\$520.15	53.96	\$574.11
<u>GREENS DOB:</u>	245.66	214.12	\$459.78	59.95	\$519.73
<u>SCRAP METAL DOB</u>	245.66	137.31	\$382.97	59.95	\$442.92
<u>CARDBOARD DOB</u>	245.66	0.00	\$245.66	59.95	\$305.61

STEAM CLEAN:	\$ 34.68	Per hour
UNABLE TO SERVICE:	\$ 82.22	
STANDBY TIME:	\$ 3.22	Per minute
DOB DEL. CHARGE:	\$ 53.96	(One time charge)
Container Rental	\$ 3.85	Per day starting with the 8th day (temporary boxes)
	\$ 3.85	Per day starting with the 13th day (permanent boxes 3 months or more)

<u>DOB - MANIFESTED WASTE:</u>	<u>Haul</u>	<u>Disposal (6 tons)</u>	<u>Sub-total</u>	<u>Del Charge</u>	<u>Total</u>
14 YARD (8' X 16' X 3')	\$ 228.61	\$ 396.42	\$ 625.03	\$ 53.96	\$ 678.99
25 YARD (8' X 18' X 5')	\$ 228.61	\$ 396.42	\$ 625.03	\$ 53.96	\$ 678.99
38 YARD (8' X 22' X 6')	\$ 228.61	\$ 396.42	\$ 625.03	\$ 53.96	\$ 678.99
MANIFEST FEE:			61.79		
SPECIAL HANDLING:			61.79		
PORTAL TO PORTAL CHARGE:			120.06	Per hour	

<u>RECYCLE BIN RATES</u>	<u>1 x WK</u>	<u>2 x WK</u>	<u>3 x WK</u>	<u>4 x WK</u>	<u>5 x WK</u>
1 1/2 YARD	\$ 44.23	\$ 91.62	\$ 138.99	\$ 186.39	\$ 233.76
3 YARD	\$ 55.29	\$ 102.67	\$ 150.04	\$ 197.46	\$ 244.84
4 YARD	\$ 71.07	\$ 118.47	\$ 165.85	\$ 213.24	\$ 260.63

<u>EXTRA DUMP CHARGES FOR OFF-ROAD RECYCLING BINS</u>	<u>1 1/2 YARD</u>	<u>3 YARD</u>	<u>4 YARD</u>
	22.11	32.74	40.94

<u>95 GALS</u>	<u>Commercial Recycling Carts</u>	<u>SERVICE</u>	<u>RATE/MO OR FEE</u>
950T	Extra Dump		8.68 Fee
950N	Newspaper	1 X WK	19.76 Per month
950G	Glass	1 X WK	19.76 Per month
950P	Plastic & Aluminum	1 X WK	19.76 Per month
950GR	Green Waste	1 X WK	3.35 Per month Per Cart

COMPACTOR BIN FORMULA

Less bin rental	514.38	- \$18 =	\$	496.38
Divide by 4.333 weeks	\$ 496.38	/ 4.333 =	\$	114.56
Divide by # of days pick up	\$ 114.56	/ 6 =	\$	19.09
Multiply by 3 to 1 ratio	\$ 19.09	x 3 =	\$	57.27
Multiply by # of days pick up	\$ 57.27	x 6 =	\$	343.62
Multiply by 52 weeks	\$ 343.62	x 52 =	\$	17,868.24
Divide by 12 months	17,868.24	/ 12 =	\$	1,489.02

COMPACTOR PER DUMP FORMULA
FOR EXTRA DUMPS

Rate less bin rental	108.88	- \$18 =	\$	90.88
Divide by 4.333	\$ 90.88	/ 4.333	\$	20.97
Multiply by 3 to 1 ratio	\$ 20.97	x 3 =	\$	62.91
Add'l overhead labor cost				23.56
Total per dump			\$	<u>86.47</u>

COMPACTOR BOX RENTAL

Large Compactors \$ 143.99 Per month

ROLL OUT FEE SCHEDULE:

ANYTHING UNDER 25 FEET IS FREE; OVER IS \$.057 PER FOOT
i.e. Roll out 100 ft @/Week is figured as follows:

Per Foot Charge		\$	0.058698
Days Dumped Per Week (2)	100 ft - 25 ft = 75 ft x 2		150 feet
Weekly Charge	Weekly Charge	\$	8.80
Annual Charge	\$ 8.80 x 52 =	\$	457.60
Monthly Charge for Roll-Out 2X week	\$ 457.60 / 12 =	\$	38.13
Minimum charge /Month		\$	1.06

MISCELLANEOUS COMMERCIAL FEES

Locking Lids	\$ 6.27	Per Month
Balanced Lids	\$ 7.53	Per Month
Enclosure Cleaning	\$ 58.53	Minimum-subject to estimate
Brakes	\$ 62.80	1 time charge
Bar Locks	\$ 38.12	1 time charge
Extra Keys	\$ 1.88	each
Locks	\$ 19.46	each
Lock & Unlock Charge (Barlock Bins)	\$ 1.26	for each lock/unlock (x per wk service)

CONSUMER PRICE INDEX CALCULATION

CPI: 3.0242%

Last 12 month period for which statistics are available is the first half of 2017 compared to the first half of 2018 in the San Diego area

All Urban Consumers (all items), base period of 1982-84 = 100

Current CPI 290.076 (first half of 2018)
Previous CPI 281.561 (first half of 2017)

Change 8.515 points
Percentage change 3.0242%

Actual Percentage Rate Change 2.6210% (used 2.621% to be in the lowest 25%)

BASIC RESIDENTIAL RATE

Residential Rate Increase: 2.621%

		1/1/2018	Proposed Effective 1/1/2019
Base	\$	17.17	\$ 17.62
Franchise Fee	\$	1.91	\$ 1.96
AB939	\$	0.21	0.21
HHW	\$	0.52	0.52
Total	\$	19.81	\$ 20.31

MISCELLANEOUS

		1/1/2018	Proposed 1/1/2019	
Bulk item	\$	11.73	\$ 12.04	per item
Tires (under 17") Rim Diam.	\$	3.51	\$ 3.60	/each
(17" - 23") Rim Diam.	\$	14.08	\$ 14.45	/each
(Over 23") Rim Diam.	\$	234.47	\$ 240.62	/each
Refrigerator, freezer, air conditioner	\$	46.91	\$ 48.14	/each
Bags (under 25 lbs.)	\$	1.18	\$ 1.21	/each

RESIDENTIAL RATE

Service \$ 19.81 20.31 Per month

MOBILE HOME CURB SERVICE RATE

Service \$ 19.81 20.31 Per month

ADDITIONAL CART

Trash \$ 4.10 \$ 4.21 Per additional cart (3 month minimum)
Recycling \$ - \$ - Per additional cart

AUTOMATED OVERAGE CHARGES

\$ 11.73 \$ 12.04 Trip charge
\$ 1.19 \$ 1.22 Per bag

GREEN WASTE CART RENTAL \$ 3.19 \$ 3.27 additional 4th cart and above

U.S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS
Western Information Office, 90 7th St., Suite 14-100, San Francisco, CA 94103
Information Staff (415) 625-2270 / Fax (415) 625-2351

SAN DIEGO-CARLSBAD, CA
Consumer Price Index, All Items, 1982-84=100 for All Urban Consumers (CPI-U)

SEMI-ANNUAL AVERAGE				OVER-THE-YEAR PERCENT CHANGE			
YEAR	1st Half	2nd Half	ANNUAL AVERAGE	YEAR	1st Half	2nd Half	ANNUAL AVERAGE
1990	136.5	140.3	138.4	1990	5.9	6.0	6.0
1991	142.2	144.7	143.4	1991	4.2	3.1	3.6
1992	147.0	147.7	147.4	1992	3.4	2.1	2.8
1993	150.4	150.8	150.6	1993	2.3	2.1	2.2
1994	154.3	154.6	154.5	1994	2.6	2.5	2.6
1995	156.3	157.3	156.8	1995	1.3	1.7	1.5
1996	159.8	161.9	160.9	1996	2.2	2.9	2.6
1997	163.7	163.7	163.7	1997	2.4	1.1	1.7
1998	166.0	167.8	166.9	1998	1.4	2.5	2.0
1999	171.7	173.9	172.8	1999	3.4	3.6	3.5
2000	179.6	185.6	182.6	2000	4.7	6.0	5.6
2001	190.1	192.4	191.2	2001	5.7	3.6	4.6
2002	195.7	200.0	197.9	2002	2.9	4.0	3.5
2003	203.8	206.7	205.3	2003	4.1	3.4	3.7
2004	211.4	214.3	212.8	2004	3.7	3.7	3.7
2005	218.3	222.9	220.6	2005	3.3	4.0	3.7
2006	226.7	229.6	228.1	2006	3.8	3.0	3.4
2007	231.870	234.772	233.321	2007	2.3	2.3	2.3
2008	242.440	242.185	242.313	2008	4.6	3.2	3.9
2009	240.885	243.655	242.270	2009	-0.6	0.6	0.0
2010	244.242	246.686	245.464	2010	1.4	1.2	1.3
2011	252.451	253.368	252.910	2011	3.4	2.7	3.0
2012	256.637	257.285	256.961	2012	1.7	1.5	1.6
2013	258.955	261.679	260.317	2013	0.9	1.7	1.3
2014	265.251	265.039	265.145	2014	2.4	1.3	1.9
2015	267.346	271.526	269.436	2015	0.8	2.4	1.6
2016	272.628	276.837	274.732	2016	2.0	2.0	2.0
2017	281.561	284.464	283.012	2017	3.3	2.8	3.0
2018	290.076			2018	3.0		

Table of over-the-year percent increases. An entry for 2ndHalf 2005 indicates the percentage increase from 2ndHalf 2004 to 2ndHalf 2005 (in this example 4.0 percent).

San Diego County Franchise City Rates July 1, 2018

Residential Rates	Base Rate	Franchise Fee	AB 939 Fee	Storm Water Fee	HHW Fee	Other \$	Total	Effective Date
<u>City</u>								
National City	\$16.36	\$1.67	\$0.57	\$0.00	\$0.00		\$18.60*	Effective 7/1/17
Carlsbad	\$16.37	\$1.72	\$0.00	\$3.46	\$0.00		\$21.55*	Proposed 7/1/18
Chula Vista - 64 gal	\$17.08	\$3.42	\$0.85	\$0.00	\$0.00		\$21.35*	Effective 9/1/18
Escondido (Proposed)	\$17.62	\$1.96	\$0.21	\$0.00	\$0.52		\$20.31*	Effective 1/1/19
San Marcos	\$17.62	\$4.03	\$0.54	\$0.00	\$0.00		\$22.19*	Effective 7/1/17
Oceanside	\$17.81	\$1.72	\$0.00	\$0.64	\$0.00	\$1.07	\$21.24*	Proposed 7/1/18
Lemon Grove	\$18.12	\$3.49	\$0.18	\$0.00	\$0.00		\$21.80*	Effective 7/1/17
Coronado	\$18.33	\$0.00	\$1.38	\$0.00	\$0.00		\$19.71*	Effective 7/1/17
Santee	\$18.35	\$2.21	\$0.44	\$0.00	\$0.00		\$21.00*	Proposed 7/1/18
Poway	\$18.35	\$2.04	\$1.20	\$0.00	\$0.00		\$21.59*	Effective 7/1/17
Del Mar	\$18.36	\$2.28	\$0.00	\$0.00	\$0.00	\$2.13	\$22.77*	Proposed 7/1/18
Imperial Beach	\$18.75	\$10.54	\$0.00	\$0.00	\$0.00		\$29.29	Effective 7/1/17
La Mesa	\$18.80	\$0.80	\$0.62	\$0.00	\$0.11		\$20.33*	Effective 7/1/17
Encinitas	\$18.98	\$1.00	\$0.21	\$0.00	\$0.00		\$20.19*	Effective 8/1/17
Vista	\$19.00	\$2.11	\$0.07	\$0.00	\$0.00		\$21.18*	Effective 7/1/17
El Cajon	\$19.62	\$3.57	\$0.61	\$0.00	\$0.00		\$23.80	Proposed 7/1/18
Solana Beach	\$19.92	\$1.61	\$0.00	\$2.64	\$0.00		\$24.17	Effective 7/1/17
Chula Vista (96 gal)	\$20.11	\$4.02	\$1.01	\$0.00	\$0.00		\$25.14	Effective 9/1/18

Esco 4th lowest
out of 17 cities

Commercial Rates	Base Rate	Franchise Fee	AB 939 Fee	Storm Water Fee	HHW Fee	Other \$	Total	Effective Date
<u>City</u>								
Carlsbad	\$84.10	\$8.83	\$0.00	\$18.54	\$0.00		\$111.47	Proposed 7/1/18
Oceanside	\$86.75	\$8.36	\$0.00	\$3.16	\$0.00	\$5.26	\$103.53	Proposed 7/1/18
San Marcos	\$92.78	\$21.20	\$0.00	\$0.00	\$0.00		\$113.98	Effective 7/1/17
Escondido (Proposed)	\$94.13	\$10.46	\$0.21	\$0.00	\$0.52		\$105.32	Effective 1/1/19
Santee	\$94.13	\$11.36	\$2.27	\$0.00	\$0.00		\$107.76	Proposed 7/1/18
La Mesa	\$94.99	\$3.93	\$4.12	\$0.00	\$0.59		\$103.63	Effective 7/1/17
Solana Beach	\$95.15	\$7.81	\$1.09	\$10.25	\$0.00		\$114.30	Effective 7/1/17
Chula Vista	\$95.77	\$19.15	\$4.79	\$0.00	\$0.00		\$119.71	Effective 9/1/18
Encinitas	\$95.86	\$5.05	\$0.33	\$0.00	\$0.00		\$101.23	Effective 7/1/17
Lemon Grove	\$98.14	\$12.25	\$0.97	\$0.00	\$0.00		\$111.36	Effective 7/1/17
Poway	\$99.02	\$11.00	\$0.00	\$0.00	\$0.00		\$110.02	Effective 7/1/17
Del Mar	\$99.73	\$12.43	\$0.00	\$0.00	\$0.00	\$12.16	\$124.32	Proposed 7/1/18
Imperial Beach	\$100.44	\$56.50	\$0.00	\$0.00	\$0.00		\$156.94	Effective 7/1/17
Coronado	\$101.42	\$0.00	\$7.67	\$0.00	\$0.00		\$108.09	Effective 7/1/17
El Cajon	\$101.95	\$18.55	\$3.17	\$0.00	\$0.00		\$123.67	Proposed 7/1/18
Vista	\$103.09	\$11.45	\$0.00	\$0.00	\$0.00		\$114.54	Effective 7/1/17
National City	\$103.51	\$10.57	\$3.38	\$0.00	\$0.00		\$117.46	Effective 7/1/17

Esco 4th lowest
out of 17



FUTURE CITY COUNCIL AGENDA ITEMS

Updated November 19, 2018

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

December 5, 2018
4:30 p.m.

CONSENT CALENDAR

Annual Report on Capital Funds Funded by Developer Fees for the Fiscal Year Ended June 30, 2018

(S. Bennett)

This report is required to be filed annually pursuant to Government Code Section 66006.

Request to Authorize Sale of Daley Ranch Mitigation Credits

(B. Martin)

The North Avenue Estates residential development recently approved by Council includes a mitigation requirement to purchase credits for coast live oak woodland, woodland habitat, and non-native grassland. These credits are available for sale at Daley Ranch for a total of \$457, 176. The project applicant has a purchase agreement with the Fallbrook Lan Conservancy to purchase the same credits for \$290,250 and has asked the City to match that price to keep the money in the community.

Approval of CalPERS Industrial Disability Retirement for Firefighter/Paramedic Milan Jurovich

(S. Bennett)

Request the City Council approve the CalPERS Industrial Disability Retirement for Firefighter/Paramedic Milan Jurovich.

Notice of Completion for the Escondido-Vista Water Treatment Plant Disinfection & Electrical System Upgrades Project

(C. McKinney)

This project replaced the existing disinfection system with an onsite sodium hypochlorite generation system and chlorine dioxide system, and upgraded the plant electrical power systems. All of these upgrades allow the City to provide a safer working environment for City staff and increase efficiencies and reliability in providing clean drinking water for the public.

Notice of Completion for the Water Treatment Plant Metal Storage Building Project

(C. McKinney)

This project provided a 4,800 square foot metal storage building on a concrete foundation which is located south of the Water Treatment Plant Operations Building.

December 5, 2018
Continued

PUBLIC HEARINGS

Development Impact Fee Annual Update
(J. Petrek)

Government Code Section 66006 allows for the collection of Development Impact Fees to fund certain improvements necessary to accommodate future growth. Development Impact Fees were last adjusted in December 2017 with authorization provided by the City Council to conduct annual inflationary adjustments to retain purchasing power for the construction of future facilities.

Short-Form Rent Review Board Hearing for Greencrest Mobilehome Park
(B. Martin)

The application meets all the eligibility criteria for submittal of a short-form rent increase application. The amount requested covers a 12-month period of consideration from June 30, 2017 to June 30, 2018. Seventy-five percent of the change in the CPI for the period is 2.268 percent. The average space rent for the 64 spaces subject to rent control is \$460.14. The average requested increase per space is approximately \$10.44.

Short-Form Rent Review Board Hearing for Sundance Mobilehome Park
(B. Martin)

The application meets all the eligibility criteria for submittal of a short-form rent increase application. The amount requested covers a 24-month period of consideration from June 30, 2016 to June 30, 2018. Seventy-five percent of the change in the CPI for the period is 4.800 percent. The average space rent for the 21 spaces subject to rent control is \$761.27. The average requested increase per space is approximately \$36.54.

Master and Precise Development Plan and Conditional Use Permit for the Grand Ritz Theater Project (PHG 18-0013 and ENV 18-0004)
(B. Martin)

"The Grand" project consists of the interior and exterior renovation of the existing two-story Ritz Theater located on East Grand Avenue, together with the demolition of the existing one-story commercial building at the corner of East Grand/Juniper Street. The project has qualified for streamlined review through the Business Enhancement Zone, in accordance with Article 69 of the Escondido Zoning Code (Escondido Business Enhancement Zone Ordinance).

CURRENT BUSINESS

Marriott Hotel Development Impact Fee
(J. Petrek)

The Marriott Hotel applicant was granted a one-year deferral to pay the project's Development Impact Fees in conjunction with developing the facility. The developer inadvertently allowed the fee deferral to expire without paying the fee during which time newly adjusted and higher Development Impact Fees became effective.

FUTURE AGENDA ITEMS

December 12, 2018
6:00 p.m. (Installation Ceremony)

CONSENT CALENDAR

Certification of 2018 General Municipal Election Results
(E. Heter)

Request the City Council approve certifying the November 6, 2018, City of Escondido General Municipal Election and declare the results.



November 28, 2018

CITY MANAGER'S WEEKLY ACTIVITY REPORT

- No materials available at this time