



# Council Meeting Agenda

**SEPTEMBER 10, 2014**  
**CITY COUNCIL CHAMBERS**  
**3:30 P.M. Closed Session; 4:30 P.M. Regular Session**  
**201 N. Broadway, Escondido, CA 92025**

MAYOR	<b>Sam Abed</b>
DEPUTY MAYOR	<b>Olga Diaz</b>
COUNCIL MEMBERS	<b>Ed Gallo</b> <b>John Masson</b> <b>Michael Morasco</b>
CITY MANAGER	<b>Clay Phillips</b>
CITY CLERK	<b>Diane Halverson</b>
CITY ATTORNEY	<b>Jeffrey Epp</b>
DIRECTOR OF COMMUNITY DEVELOPMENT	<b>Barbara Redlitz</b>
DIRECTOR OF PUBLIC WORKS	<b>Ed Domingue</b>

**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

September 10, 2014  
3:30 P.M. Meeting

Escondido City Council

## CALL TO ORDER

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

## ORAL COMMUNICATIONS

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

## CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

- I. **CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)**
  - a. **Agency Negotiator:** Sheryl Bennett, Clay Phillips  
**Employee Organization:** Escondido City Employee Association:  
Administrative/Clerical/Engineering Bargaining Unit
- II. **CONFERENCE WITH LEGAL COUNSEL-- EXISTING LITIGATION (Government Code 54956.9(d)(1))**  
**Case Name:** WCAB Katherine Potter v. City of Escondido  
**Case No:** ADJ2318771

## ADJOURNMENT





# Council Meeting Agenda

**September 10, 2014  
4:30 P.M. Meeting**

**Escondido City Council**

## **CALL TO ORDER**

### **MOMENT OF REFLECTION:**

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

### **FLAG SALUTE**

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

## **ORAL COMMUNICATIONS**

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

## **CONSENT CALENDAR**

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

- 1. AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
- 2. APPROVAL OF WARRANT REGISTER (Council/Successor Agency )**
- 3. [APPROVAL OF MINUTES: A\) Regular Meeting of August 6, 2014 B\) Regular Meeting of August 13, 2014 C\) Regular Meeting of August 20, 2014](#)**

4. **APPROVE THE CONVERSION OF A 1,000 HOUR DEPARTMENT SPECIALIST POSITION TO A THREE-QUARTER TIME REGULAR BENEFITED DEPARTMENT ASSISTANT POSITION IN THE FIRE DEPARTMENT AND APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$29,980 -**

Request Council approve the three-quarter time regular benefited Department Assistant position utilizing the savings from revised Cooperative EMS Program with the City of San Marcos and approve a budget adjustment in the amount of \$29,980.

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

RESOLUTION NO. 2014-136

5. **APPROVAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR TIMOTHY REILEY -**

Request Council approve the California Public Employees' Retirement System (CalPERS) Industrial Disability Retirement for former Police Officer Timothy Reiley.

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

RESOLUTION NO. 2014-150

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

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

**CURRENT BUSINESS**

6. **BID AWARD, DESIGN IMPLEMENTATION AGREEMENT AND BUDGET ADJUSTMENT APPROVAL FOR MAPLE STREET PEDESTRIAN PLAZA MODIFICATIONS -**

Request Council approve authorizing the bid award to LB Civil Construction, determined to be the lowest responsive and responsible bidder; approve authorizing the Mayor and City Clerk to execute a Public Improvement Agreement in the amount of \$69,700 for the Maple Street Pedestrian Plaza Modifications, execute a Design Implementation Agreement with the Design Consultants; and approve a budget adjustment to create a project budget and accept funding for the project from the Design Consultants.

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

RESOLUTION NO. 2014-142

**PUBLIC HEARINGS**

7. **PUBLIC HEARING FOR CITY OF ESCONDIDO LANDSCAPE MAINTENANCE DISTRICT ZONE 37 -**

Request Council receive input from the property owner in Zone 37 of the City of Escondido Landscape Maintenance District (LMD) on the proposed budget and assessments for Fiscal Year 2015/2016. No Council action is required.

Staff Recommendation: **Receive public input (Public Works Department/Engineering: Ed Domingue)**

8. **TENTATIVE MAP WITH ONE GRADING EXEMPTION, DEVELOPMENT AGREEMENT AND ANNEXATION (SUB 13-0011, PHG 13-0043, PHG 13-0044, ENV 13-0015) -**

Request Council approve the proposed 13-lot Tentative Map with one Grading Exemption on 4.2 acres, a Development Agreement with a five-year term to authorize construction of the residential subdivision within the North Broadway Deficiency Area; approve authorizing an application to the Local Agency Formation Commission (LAFCO) for annexing 5.7 acres that includes the proposed Tentative Map, three adjacent vacant properties and the bordering streets of Stanley and Lehner Avenues and Ash Street; and approve the Mitigated Negative Declaration with mitigation measures to reduce potential biological, noise, hydrology and traffic/transportation impacts to a less than significant level.

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

- A) RESOLUTION NO. 2014-128    B) RESOLUTION NO. 2014-129
- C) ORDINANCE NO. 2014-17 (Introduction and First Reading)

9. **APPEAL OF A PLANNING COMMISSION DECISION TO DENY A CONDITIONAL USE PERMIT AND EXTENSION OF TIME (PHG 14-0017) -**

Request Council consider an appeal of a Planning Commission decision. The Planning Commission denied a Conditional Use Permit (CUP) to operate an unaccompanied youth care facility, at a site previously used for a skilled nursing facility.

Staff Recommendation: **Consider the appeal of the Planning Commission denial of the Conditional Use Permit for government services to operate an unaccompanied youth care facility including the associated extension of time for previously approved skilled nursing facility CUP and conditionally approve or deny the project. (Community Development Department: Barbara Redlitz)**

## **FUTURE AGENDA**

10. **FUTURE AGENDA -**

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

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

## **COUNCIL MEMBERS SUBCOMMITTEE REPORTS**

## **CITY MANAGER'S UPDATE/BRIEFING**

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

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

## **ORAL COMMUNICATIONS**

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

## **ADJOURNMENT**

### **UPCOMING MEETING SCHEDULE**

<b>Date</b>	<b>Day</b>	<b>Time</b>	<b>Meeting Type</b>	<b>Location</b>
September 17	-	-	No Meeting	-
September 24	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
October 1	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
October 8	-	-	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](http://www.escondido.org), and clicking the "Live Streaming –City Council Meeting now in progress" button on the home page.

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

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

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

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



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

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

**CITY OF ESCONDIDO**  
**August 6, 2014**  
**3:30 P.M. Meeting Minutes**  
**Escondido City Council**

**CALL TO ORDER**

The Regular Meeting of the Escondido City Council was called to order at 3:30 p.m. on Wednesday, August 6, 23014 in the Council Chambers at City Hall with Mayor Abed presiding.

**ATTENDANCE**

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

**ORAL COMMUNICATIONS**

**CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)**

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

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

- a. **Agency Negotiator:** Sheryl Bennett, Clay Phillips  
**Employee Organization:** Escondido City Employee Association:  
Administrative/Clerical/Engineering Bargaining Unit

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

**Case Name:** Waldrop v. City of Escondido, et al.  
**Case No:** 37-2014-00004738-CU-PA-NC

**Case Name:** Rabbani v. City of Escondido  
**Case No:** 37-2013-00058093-CU-PO-NC

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

- a. **Property:** Kit Carson Park  
**City Negotiator:** Debra Lundy, Real Property Manager  
**Negotiating Parties:** San Diego Association of Governments  
**Under Negotiation:** Price and Terms of Agreement
  
- b. **Property:** Kit Carson Park  
**City Negotiator:** Debra Lundy, Real Property Manager  
**Negotiating Parties:** CALFIRE  
**Under Negotiation:** Price and Terms of Agreement

Moved by Councilmember Diaz and seconded by Councilmember Gallo to add the following item to the Closed Session pursuant to Government Code Section 54954.2(b)(2); that the need to take immediate action arose subsequent to the posting of the agenda; and to recess to Closed Session. Motion carried unanimously (or whatever the vote)

**IV. CONFERENCE WITH LEGAL COUNSEL—SIGNIFICANT EXPOSURE TO LITIGATION (Government Code Section 54956.9(b)(1) and Government Code Section 54956.9(b)(3)(D))**

**ADJOURNMENT**

Mayor Abed adjourned the meeting at 4:25 p.m.

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MAYOR

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MINUTES CLERK

**CITY OF ESCONDIDO**  
**August 6, 2014**  
**4:30 P.M. Meeting Minutes**

**Escondido City Council**

**CALL TO ORDER**

The Regular Meeting of the Escondido City Council was called to order at 4:30 p.m. on Wednesday, August 6, 2014 in the Council Chambers at City Hall with Mayor Abed presiding.

**MOMENT OF REFLECTION**

**FLAG SALUTE**

Mayor Abed led the flag salute.

**ATTENDANCE**

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

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

**PRESENTATIONS**

Mayor Abed introduced Supervisor Dave Roberts who provided an update on San Diego County activities.

**ORAL COMMUNICATIONS**

**Melinda Santa Cruz, Escondido**, stated the City would lose jobs if a former nursing center was not utilized.

**Chris Hodge, Escondido**, indicated he did not support a proposed stop sign in his neighborhood.

**Richard Conwell, Escondido**, stated he supported the proposed stop sign in his neighborhood.

**CONSENT CALENDAR**

Councilmember Morasco removed item 6 from the Consent Calendar for discussion.

**MOTION:** Moved by Councilmember Masson and seconded by Councilmember Morasco that the following Consent Calendar items be approved with the exception of item 6. Motion carried unanimously.



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

4. **REQUEST APPROVAL TO PURCHASE COMPUTER SERVERS AND ASSOCIATED HARDWARE FOR THE COMPUTER AIDED DISPATCH (CAD) UPGRADE FROM NORTHROP GRUMMAN SYSTEMS CORPORATION** - Request Council approve authorizing the purchase of computer servers and associated hardware for the Computer Aided Dispatch (CAD) upgrade from Northrop Grumman Systems Corporation in the amount of \$216,672.04, which includes equipment, labor services, five-year hardware warranty and sales tax and authorize the Director of Information Systems to execute a related professional services agreement with Northrop Grumman to install the software. (File No. 0600-10 Misc.)

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

**RESOLUTION NO. 2014-123**

5. **APPROVAL AND AUTHORIZATION FOR RELEASE OF REQUEST FOR PROPOSALS FOR AFFORDABLE HOUSING PURPOSES (CASE NO. 0873-01-23)** - Request Council approve authorizing the Housing Division staff to release a Request for Proposals (RFP) for the provision of long-term affordable housing through acquisition or rehabilitation or redevelopment of blighted properties. The RFP will include a total of \$1,000,000 in Affordable Housing Funds, including HOME funds and Successor Housing Agency funds. (File No. 0873-01)

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

6. **ESCONDIDO-VISTA WATER TREATMENT PLANT DISINFECTION AND ELECTRICAL SYSTEM UPGRADES PROJECT AND BUDGET ADJUSTMENT** - Request Council approve authorizing the Mayor and City Clerk to execute a Public Improvement Agreement with Pacific Hydrotech Corporation, the lowest responsive and responsible bidder, in the amount of \$12,381,800; and approve authorizing the Mayor and City Clerk to execute Consulting Agreements with RBF Consulting in the amount of \$847,592 for Construction Management Services, Black & Veatch Corporation in the amount of \$84,380 for Engineering Services and Water Synergy Inc. in the amount of \$106,904 for Engineering Services; and approve a budget adjustment in the amount of \$4,529,609. (File No. 0600-10 [A-3118])

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

**A) RESOLUTION NO. 2014-116 B) RESOLUTION NO. 2014-119 C) RESOLUTION NO. 2014-120 D) RESOLUTION NO. 2014-121**

Councilmember Morasco asked for clarification of the project.

Christopher McKinney, Utilities Director, and Nelson Nuezca, Utilities Department, explained the scope of the project.

**MOTION:** Moved by Councilmember Morasco and seconded by Councilmember Masson approve authorizing the Mayor and City Clerk to execute a Public Improvement Agreement with Pacific Hydrotech Corporation, the lowest responsive and responsible bidder, in the amount of \$12,381,800; and approve authorizing the Mayor and City Clerk to execute Consulting Agreements with RBF Consulting in the amount of \$847,592 for Construction Management Services, Black & Veatch Corporation in the amount of \$84,380 for Engineering Services and Water Synergy Inc. in the amount of \$106,904 for Engineering Services; and approve a budget adjustment in the amount of \$4,529,609 and adopt Resolution No. 2014-116, Resolution No. 2014-119, Resolution No. 2014-120 and Resolution No. 2014-121. Motion carried unanimously.

7. **RESOLUTION AUTHORIZING THE DIRECTOR OF ADMINISTRATIVE SERVICES OR THE ASSISTANT FINANCE DIRECTOR TO EXECUTE ALL DOCUMENTS AND APPLICATIONS FOR OBTAINING FEDERAL AND STATE DISASTER ASSISTANCE** - Request Council approve authorizing the Director of Administrative Services or the Assistant Finance Director to execute on behalf of the City, all documents pursuant to federal and state disaster assistance. This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval. (File No. 0220-05)

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

**RESOLUTION NO. 2014-111**

**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. **AMENDMENT TO THE ZONING CODE PERTAINING TO COMMERCIAL ZONES (AZ 14-0001)** - Request Council approve the amendments to the Zoning Code Article 16, Commercial Zones and certify the environmental determination. (File No. 0810-20 AZ-14-0001)

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

**ORDINANCE NO. 2014-15 (Introduction and First Reading)**

Jay Petrek, Assistant Community Development Director, gave the staff report and presented a series of slides.

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

**MOTION:** Moved by Councilmember Gallo and seconded by Councilmember Morasco to approve the amendments to the Zoning Code Article 16, Commercial Zones and certify the environmental determination and introduce Ordinance No. 2014-15. Motion carried unanimously.

**CURRENT BUSINESS**

9. **ALTERNATIVE COMPLIANCE PROGRAM FOR ONSITE STORMWATER STRUCTURAL CONTROLS** - Request Council receive and file the staff report concerning an alternative compliance program for onsite stormwater structural controls and provide direction on whether staff should pursue the program's implementation. (File No. 1350-20)

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

Helen Davies, Utilities Department, gave the staff report and presented a series of slides.

**Kevin Barnard, Escondido Creek Conservancy Board President**, urged Council to consider alternative stormwater compliance.

**Chad Hunziker, Escondido**, requested the City sweep the streets more often.

**Erica Ryan, Valley Center**, stated she supported staff's recommendation for alternative stormwater compliance.

**Michael Mc Sweeney, San Diego**, urged the City to consider the alternative stormwater compliance.

**COUNCIL ACTION:** Directed staff to pursue the alternative compliance program for onsite stormwater structural controls.

## **FUTURE AGENDA**

### **10. FUTURE AGENDA -**

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

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

## **COUNCIL MEMBERS SUBCOMMITTEE REPORTS**

Councilmember Gallo stated he attended the Memorial Service for Officer Laura Perez; a monthly pass for the Sprinter and Coaster was \$40 per month; San Diego County Water Authority was urging the public to save water; and the Borders Committee discussed the San Diego/Tijuana Regional Emergency Preparedness and Response Plan to coordinate during fire emergencies.

Councilmember Diaz attended a Parking Subcommittee meeting where the possibility of customers purchasing parking permits was discussed. Also, a public meeting would be held to discuss parking issues.

Councilmember Morasco requested that a Utilities Subcommittee and a Schools Subcommittee meeting be scheduled.

Mayor Abed attended SANDAG's Transportation Committee and Regional Planning meetings where the San Diego Forward Regional Plan was discussed.

## **CITY MANAGER'S UPDATE/BRIEFING**

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

- **CITY MANAGER'S UPDATE –**

**ORAL COMMUNICATIONS**

None

**ADJOURNMENT**

Mayor Abed adjourned the meeting at 6:53 p.m.

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MAYOR

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MINUTES CLERK

**CITY OF ESCONDIDO**  
**August 13, 2014**  
**3:30 P.M. Meeting Minutes**

**Escondido City Council**

**THIS MEETING WAS CANCELLED**

**CALL TO ORDER**

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

**ORAL COMMUNICATIONS**

**CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)**

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

**Case Name:** WCAB Katherine Potter v. City of Escondido  
**Case No:** ADJ2318771

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

- a. **Property:** Hubbard Hill  
**City Negotiator:** Debra Lundy, Real Property Manager  
**Negotiating Parties:** T-Mobile  
**Under Negotiation:** Price and Terms of Agreement

**ADJOURNMENT**

**CITY OF ESCONDIDO**  
**August 13, 2014**  
**4:30 P.M. Meeting Minutes**

**Escondido City Council**

**CALL TO ORDER**

The Regular Meeting of the Escondido City Council was called to order at 4:30 p.m. on Wednesday, August 13, 2014 in the Council Chambers at City Hall with Mayor Abed presiding.

Mayor Abed requested a moment to remember Kimberly Allison, citizen and longtime attendee of the Council Meetings, who passed away on August 12, 2014.

**MOMENT OF REFLECTION**

**FLAG SALUTE**

Mayor Abed led the flag salute.

**ATTENDANCE**

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

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

**ORAL COMMUNICATIONS**

**Dinah Olds, Escondido**, stated that she still had not been contacted regarding her concerns pertaining to the height of the retaining wall located at 1595 South Juniper, Escondido.

**Roy Garrett, Escondido**, stated that the citizens of Escondido needed the Council's help to perform their collective fiduciary duty to the future, and to fulfill their pledges to openness and transparency.

**Stephen Siaw, Escondido**, voiced his concerns about comments made pertaining to the detention facility, and the need for an impartial analysis of the Southwest Keys Appeal.

**CONSENT CALENDAR**

Councilmember Masson removed item 4 from the Consent Calendar for discussion.  
Councilmember Gallo removed item 5 from the Consent Calendar for discussion.  
Deputy Mayor Diaz removed item 7 & 9 from the Consent Calendar for discussion.  
Councilmember Morasco removed item 8 from the Consent Calendar for discussion.

**MOTION:** Moved by Councilmember Gallo and seconded by Councilmember Masson that the following Consent Calendar items be approved with the exception of items 4, 5, 7, 8, and 9. 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 July 23, 2014**
4. **ESTABLISH ENGINEERING AND TRAFFIC SURVEYS (SPEED ZONES) AT HAYDEN DRIVE AND W. NINTH AVENUE** - Request Council approve establishing Engineering and Traffic Surveys (Speed Zones) at the following locations: (1) Hayden Drive, from Bear Valley Parkway to Oak Hill Drive; and (2) W. Ninth Avenue, from Hale Avenue to Auto Park Way. (File No. 1050-20)

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

**RESOLUTION NO. 2014-117**

Councilmember Masson questioned the survey of the segments of the streets.

Rachel Kassebaum, Department Specialist, stated that surveys are updated regularly if there were changes in land use and/or the roadway itself; otherwise, surveys are conducted anywhere between five, seven, or ten years. The current survey was presented as part of a routine survey.

Councilmember Masson questioned the reasoning behind posting the speed limit as 30 mph, when the 85<sup>th</sup> percentile would have been 35 mph.

Rachel Kassebaum, Department Specialist, stated that although the 85<sup>th</sup> percentile shows the federal standard would be a speed limit posting of 35 mph, there was a provision allowing the Engineer to round down 5 mph, if the Engineer's judgment was that the best posted speed limit for the area was 30 mph.

Council Member Gallo questioned the street name sign at Oak Hill and Hayden Drive, being moved to a different location, due to it being hidden by a plum tree at that current location.

Rachel Kassebaum, Department Specialist, stated that the sign could be moved.

**MOTION:** Moved by Councilmember Masson and seconded by Councilmember Gallo to approve. Motion carried unanimously.

5. **ALL WAY STOP CONTROL REQUEST FOR THE INTERSECTION OF EUCALYPTUS AVENUE AND SHALIMAR PLACE AND THE INTERSECTION OF HAMILTON LANE AND EUCALYPTUS AVENUE** - Request Council approve amending the City's schedule of stop signs to add four (4) new stop signs including two (2) on Eucalyptus Avenue at the intersection of Shalimar Place and two (2) on Hamilton Lane at the intersection of Eucalyptus Avenue. (File No. 1050-50)

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

**RESOLUTION NO. 2014-118**

Ebrahim Bandegan, Associate Engineer, gave the staff report and presented a series of slides.

Councilmember Masson questioned approval without design and proper sight distance.

Ebrahim Bandegan, Associate Engineer, stated that the original design was from 30 years prior, and most likely according to residential requirements, prior to development of the property on the corner.

**Chris Hodge, Escondido**, stated that a posted speed limit of 25 mph would make better since, and suggested moving the radar signs further down Shalimar Place. He requested that the plan be looked at again.

**Richard Conwell, Escondido**, expressed that he was in favor of both stop signs on Shalimar Place, and Hamilton Lane. He reviewed additional locations within the area that he would support stop signs being placed.

**Nicolai Farcas, Escondido**, expressed his support of the stop signs being placed along Shalimar Place.

**MOTION:** Moved by Councilmember Diaz and seconded by Councilmember Morasco to approve. Motion carried unanimously.

- 6. LEASE AGREEMENT WITH VERIZON WIRELESS AT MOUNTAIN VIEW PARK** - Request Council approve authorizing the Real Property Manager and City Clerk to execute a Lease Agreement with Verizon Wireless, LLC at Mountain View Park. (File No. 0600-10)

Staff Recommendation: **Approval (City Manager's Office: Charles Grimm)**

**RESOLUTION NO. 2014-126**

- 7. ANNUAL SUBMISSION OF THE CITY OF ESCONDIDO'S INVESTMENT POLICY** - Request Council approve the June 2014 Investment Policy. (File No. 0490-55)

Staff Recommendation: **Approval (City Treasurer's Office: Kenneth C. Hugins)**

**RESOLUTION NO. 2014-93**

Deputy Mayor Diaz questioned changing the investment policy to require 50% of the General Fund be somewhat liquid, and the policy change only requiring 25% of the General Fund to be somewhat liquid.

Kenneth C. Hugins, City Treasurer, stated that the 50% requirement was adopted many years ago without a study; however, with the study, the 25% was being recommended. He further stated that he had met with the Executive Committee prior to bringing the item before the Council. He further clarified liquidity needs, and funds required for operating costs.

**MOTION:** Moved by Councilmember Diaz and seconded by Councilmember Masson to approve. Motion carried unanimously.

- 8. TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED JUNE 30, 2014** - Request Council receive and file the Quarterly Investment Report. (File No. 0490-55)

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

**COUNCIL ACTION:** Received and Filed

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



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

9. **ZONING CODE AMENDMENT (AZ 14-0001)** - Approved on August 6, 2014 with a vote of 5/0 (File No. 0810-20)

**Deputy Mayor Diaz** asked for clarification on whether or not the amendment would affect the Southwest Keys proposal.

**Barbara Redlitz, Director of Community Development, Planning,** reviewed Deputy Mayor Diaz's question with respect to the proposed Zoning Code Amendment, and the Southwest Keys issue.

**Councilmember Morasco** questioned how the amendment would affect other sites within the City.

**Barbara Redlitz, Director of Community Development, Planning,** stated that the amendment was to allow for additional uses in the commercial zones.

**MOTION:** Moved by Councilmember Diaz and seconded by Councilmember Morasco to approve. Motion carried unanimously.

#### **ORDINANCE 2014-15 (Second Reading and Adoption)**

### **CURRENT BUSINESS**

10. **DECLARATION OF RESPONSE LEVEL TWO - WATER ALERT CONDITION** - Request Council consider the information presented and provide direction on whether the City should declare a Response Level Two - Water Shortage Alert Condition. (File No. 1320-40)

Staff Recommendation: **Provide Direction (Utilities Department/Environmental Programs: Christopher W. McKinney)**

#### **RESOLUTION NO. 2014-122**

**Christopher McKinney, Utilities Director,** gave the staff report and presented a series of slides.

**Joe Bologna, Citizen,** expressed concerns regarding maintaining consistency between local and state water conservation requirements.

**MOTION:** Moved by Councilmember Diaz and seconded by Councilmember Gallo to approve. Motion carried unanimously.

### **FUTURE AGENDA**

11. **FUTURE AGENDA** - The purpose of this item is to identify issues presently known to staff or which members of the Council wish to place on an upcoming City Council agenda. Council comment on

these future agenda items is limited by California Government Code Section 54954.2 to clarifying questions, brief announcements, or requests for factual information in connection with an item when it is discussed.

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

## COUNCIL MEMBERS SUBCOMMITTEE REPORTS

### **Councilmember Masson – League of California Cities Report:**

- Water Authority discussed Water Conservation Issues, for additional information access: [www.watersmartsd.org](http://www.watersmartsd.org)
- League In Favor of Following Bills: AB1147; AB1999; SB33
- League Opposed to the Following Bills: AB1522; AB2188

## CITY MANAGER'S UPDATE/BRIEFING

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

- **CITY MANAGER'S UPDATE –**

Mayor Abed requested that Katherine Zimmer provide a presentation to the Council regarding Visit Escondido's Activities.

## ORAL COMMUNICATIONS

No comments to consider.

## ADJOURNMENT

Mayor Abed adjourned the meeting at 6:11 p.m.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
ASSISTANT CITY CLERK

**CITY OF ESCONDIDO**  
**August 20, 2014**  
**3:30 P.M. Meeting Minutes**  
**Escondido City Council**

**CALL TO ORDER**

The Regular Meeting of the Escondido City Council was called to order at 3:30 p.m. on Wednesday, August 20, 2014 in the Council Chambers at City Hall with Mayor Abed presiding.

**ATENDANCE**

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

**ORAL COMMUNICATIONS**

**CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)**

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

- I. CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)**
- a.     **Agency Negotiator:**             Sheryl Bennett, Clay Phillips  
       **Employee Organization:**       Escondido City Employee Association:  
  Administrative/Clerical/Engineering Bargaining Unit
- II. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)**
- a.     **Property:**                         Hubbard Hill  
       **City Negotiator:**             Debra Lundy, Real Property Manager  
       **Negotiating Parties:**         T-Mobile  
       **Under Negotiation:**           Price and Terms of Agreement

**ADJOURNMENT**

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

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MINUTES CLERK

**CITY OF ESCONDIDO**  
**August 20, 2014**  
**4:30 P.M. Meeting Minutes**

**Escondido City Council**  
**Mobile Home Rent Review Board**

**CALL TO ORDER**

The Regular Meeting of the Escondido City Council and Mobilehome Rent Review Board was called to order at 4:30 p.m. on Wednesday, August 20, 2014 in the Council Chambers at City Hall with Mayor Abed presiding.

**MOMENT OF REFLECTION**

**FLAG SALUTE**

Mayor Abed led the flag salute.

**ATTENDANCE**

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

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

**ORAL COMMUNICATIONS**

**Roy Garrett, Escondido**, urged the Mayor to recuse himself on the Southwest Key issue and believes the "balanced budget" is misleading.

**CONSENT CALENDAR**

Councilmember Gallo removed item 12 from the Consent Calendar for discussion.

**MOTION:** Moved by Councilmember Masson and seconded by Councilmember Morasco that the following consent Calendar items be approved with the exception of item 12. Motion carried unanimously.

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

4. **DESIGN REIMBURSEMENT AGREEMENT WITH RINCON DEL DIABLO MUNICIPAL WATER DISTRICT FOR THE CITRACADO PARKWAY EXTENSION PROJECT** - Request Council approve authorizing the Mayor and City Clerk to execute a reimbursement agreement with Rincon del Diablo Municipal Water District (RINCON) for their share of pipeline design costs for the Citracado Parkway Extension Project. (File No. 0600-10 [A-3126])

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

**RESOLUTION NO. 2014-131**

5. **SAN DIEGO COUNTY NEIGHBORHOOD REINVESTMENT PROGRAM GRANT BUDGET ADJUSTMENT** - Request Council approve accepting a grant in the amount of \$5,000 from the County of San Diego to fund the design and printing of a new Escondido tourism map and approve a budget adjustment in the amount of \$5,000 from Account 4126-001-000 to Account 5167-001-002. (File No. 0430-80)

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

**RESOLUTION NO. 2014-138**

6. **TARGET CORPORATION GRANT FOR 2014 NATIONAL NIGHT OUT AGAINST CRIME AND BUDGET ADJUSTMENT** - Request Council approve authorizing the Chief of Police to receive a \$500 grant award from Target Corporation and approve budget adjustments to spend grant funds for the 2014 National Night Out event. (File No. 0480-70)

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

7. **FISCAL YEAR 2014 U.S. DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND BUDGET ADJUSTMENT** - Request Council approve authorizing the Escondido Police Department to accept a \$46,995 FY 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) and allow Police Department staff to execute grant and budget documents. (File No. 0480-70)

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

8. **GRANT OF EASEMENT DEED TO SAN DIEGO GAS & ELECTRIC COMPANY FOR INSTALLATION AND MAINTENANCE OF OVERHEAD ELECTRIC FACILITIES AND APPURTENANCES ADJACENT TO LAKE WOHLFORD ROAD** - Request Council approve authorizing the Real Property Manager to execute an Easement Deed for the benefit of San Diego Gas & Electric Company (SDG&E) for installation and maintenance of overhead electric facilities and appurtenances. (File No. 0690-80)

Staff Recommendation: **Approval (City Manager's Office: Charles Grimm)**

**RESOLUTION NO. 2014-133**

9. **YEAR 2015 HOLIDAYS** - Request Council approve designating the days that City offices will be closed in the year 2015 for holiday observances. (File No. 0740-30)

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

**RESOLUTION NO. 2014-127**

10. **UNCLASSIFIED SERVICE SCHEDULE AND SALARY PLANS** - Request Council approve amending the Unclassified Clerical/Technical Salary Plans, the Unclassified Service Schedule List, the Unclassified Management Salary Bands and the Part-Time Hourly Compensation Plan. (File No. 0720-20)

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

**A) RESOLUTION NO. 2014-98 B) RESOLUTION NO. 2014-99 C) RESOLUTION NO. 2014-100 D) RESOLUTION NO. 2014-101**

11. **ESTABLISHING THE PROPERTY TAX RATE AND FIXED CHARGE ASSESSMENTS FOR GENERAL OBLIGATION BONDED INDEBTEDNESS** - Request Council approve establishing the property tax rate and fixed charge assessments for bonded indebtedness for Fiscal Year 2014/2015. (File No. 0440-35)

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

**RESOLUTION NO. 2014-132**

12. **WRITE-OFF OF CITY RECEIVABLES - FISCAL YEAR 2013/2014** - Request Council approve the write-off of proposed receivable balances deemed uncollectible by staff. (File No. 0480-10)

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

Councilmember Gallo asked for information on homebuyer loans.

Karen Youel, Housing Department, answered that many of the loans were old homebuyer loans from 2003-2008. She indicated that the City was no longer issuing that type of loan.

**MOTION:** Moved by Councilmember Gallo and seconded by Councilmember Morasco to approve establishing the property tax rate and fixed charge assessments for bonded indebtedness for Fiscal Year 2014/2015. Motion carried unanimously.

13. **ADOPTION OF AMENDED POLICY REGARDING UNCOLLECTIBLE RECEIVABLES** - Request Council approve amending the proposed policy regarding uncollectible receivables. (File No. 0480-10)

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

**RESOLUTION NO. 2014-130**

## **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**

14. **SHORT-FORM RENT INCREASE APPLICATION FOR VALLEY PARKWAY MOBILE HOME PARK** - Request Council approve the short-form rent increase application submitted by Valley Parkway Mobile Home Park granting an increase of seventy-five percent (75%) of the change in the Consumer Price Index, or 2.460% (an average of \$11.17) for the period of December 31, 2011 to December 31, 2013. (File No. 0697-20-1004)

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

**RRB RESOLUTION NO. 2014-07**

Karen Youel, Housing Department, gave the staff report and presented a series of slides.

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

**Clint Lau, Park Owner**, stated the park was in good repair and that he was available for questions.

**Iris Hendershot, Resident Representative**, indicated the park should be inspected by Code Enforcement once a year and asked Council to increase inspections under Section 25.

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

**MOTION:** Moved by Councilmember Morasco and seconded by Councilmember Masson to grant the short-form application and adopt RRB Resolution No. 2014-07. Motion carried unanimously.

15. **SHORT-FORM RENT INCREASE APPLICATION FOR MOBILE PARK WEST** - Request Council approve the short-form rent increase application submitted by Mobile Park West Mobile Home Park granting an increase of seventy-five percent (75%) of the change in the Consumer Price Index, or 2.460% (an average of \$11.01) for the period December 31, 2011 through December 31, 2013. (File No. 0697-20-1005)

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

**RRB RESOLUTION NO. 2014-08**

Karen Youel, Housing Department, gave the staff report and presented a series of slides.

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

**Chad Casenhiser, Park Owner**, listed the improvements to the park and urged Council to grant the rent increase.

**Dale Anderson, Resident Representative**, stated the residents and management were working together to keep the park running smoothly.

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

**MOTION:** Moved by Councilmember Masson and seconded by Councilmember Gallo to grant the short-form application and adopt RRB Resolution No. 2014-08. Motion carried unanimously.

## **FUTURE AGENDA**

### **16. FUTURE AGENDA -**

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



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

Councilmember Gallo requested Responsible Beverage Sales and Service training for employees at businesses that sell alcohol.

### **COUNCIL MEMBERS SUBCOMMITTEE REPORTS**

Mayor Abed reported that SANDAG's I-5, 805 and Highway 78 widening projects would be accomplished in phases.

Councilmember Masson stated the Grape Day Festival 5K race would be held on September 6, 2014.

### **CITY MANAGER'S UPDATE/BRIEFING**

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

- **CITY MANAGER'S UPDATE -**

City Manager Clay Phillips reported that the "boil water" order for the Rincon del Diablo Municipal Water District had been lifted.

### **ORAL COMMUNICATIONS**

None

### **ADJOURNMENT**

Mayor Abed adjourned the meeting at 5:38 p.m.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MINUTES CLERK

**CITY COUNCIL**

For City Clerk's Use:

**APPROVED**       **DENIED**

Reso No. \_\_\_\_\_ File No. \_\_\_\_\_

Ord No. \_\_\_\_\_

**Agenda Item No.: 4**  
**Date: September 10, 2014**

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Michael Lowry, Fire Chief

**SUBJECT:** Approve the Conversion of a 1,000 Hour Department Specialist Position to a Three-quarter Time Regular Benefited Department Assistant Position in the Fire Department, and Approve a Budget Adjustment in the amount of \$29,980

**RECOMMENDATION:**

It is requested that Council adopt Resolution 2014-136 approving the three-quarter time regular benefited Department Assistant position utilizing the savings from revised Cooperative EMS Program (Program) with the City of San Marcos and approve a budget adjustment in the amount of \$29,980.

**FISCAL ANALYSIS:**

Due to a revision in the Cooperative EMS Program, the Escondido Fire Department will realize an overall cost savings of approximately \$51,190 in the Maintenance and Operating Budget (M & O) to fund this benefited position. The cost to convert the Department Specialist position to a benefited Department Assistant position is calculated to be \$29,980.

**PREVIOUS ACTION:**

In March 2011 Council approved Resolution 2011-34 giving the City Manager the authority to complete the final negotiations and the authority to execute a contract for a Program between the City of Escondido and the City of San Marcos.

**BACKGROUND:**

Due to the retirement of the Escondido's Fire Department EMS Coordinator in late 2010, management staff evaluated the current EMS Division to formulate a succession plan. Fire Department personnel began evaluating the EMS Division in an effort to discover cost savings, potential productivity and efficiency enhancements.

Based on these efficiencies, in March 2011 the Cities of Escondido and San Marcos designed a Cooperative EMS Program. This new Program equally shared the cost, which included the total aggregate of sixty percent (60%) for the EMS Chief (San Marcos position), one hundred percent (100%) for the EMS Coordinator (San Marcos position) and one hundred percent (100%) for the EMS Clerk (Escondido position).

On May 12, 2014, the Fire Chief from the City of San Marcos retired after serving the department for more than 30 years. Once the new Fire Chief filled the vacant position, he began to reorganize the San Marcos Fire Department resulting in personnel change of duties and scheduled work hours. This reorganization had a direct effect on the existing Program.

After meeting with the new management staff, the two Cities developed a revised Cooperative EMS Program resulting in a cost share split for the EMS Coordinator position only. The shared EMS Chief position was eliminated. Those management duties will now fall to the Escondido Operations Chief and Battalion Chiefs. Due to the increase workload for Escondido personnel, it was determined that some of the minor duties can be completed by clerical staff. The part-time EMS Clerk (Escondido position) is no longer a shared position in the Program. By providing this clerical position with additional hours, we will be able to assist in the success of Escondido's EMS program.

The Escondido Fire Department has always been and will continue to be committed to improving the quality of patient care delivered to the citizens and visitors to the City.

Respectfully,

A handwritten signature in black ink, appearing to read "Michael Lowry". The signature is fluid and cursive, with a large loop at the end.

Michael Lowry  
Fire Chief



RESOLUTION NO. 2014-136

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
AUTHORIZING THE CITY MANAGER TO  
APPROVE THE CREATION OF A THREE-  
QUARTER TIME REGULAR BENEFITED  
DEPARTMENT ASSISTANT POSITION; AND  
TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, there is an opportunity to share like emergency medical services (“EMS”) management functions between the City of Escondido and the City of San Marcos; and

WHEREAS, both agencies have similar EMS delivery systems, authorized by the State of California and accredited by the San Diego County EMS Authority, and operating under the same county protocols; and utilize like EMS training and equipment/supply procurement processes; and

WHEREAS, both agencies are committed to improving the quality of patient care in both cities through the standardization of high quality training, unified quality assurance, and improvement programs; and

WHEREAS, the efficiencies gained through consolidation into a single organizational structure for EMS management and oversight will enhance the productivity of EMS staff; and

WHEREAS, due to a change in management in the City of San Marcos, the existing Cooperative EMS program (“Program”) was revised; and

WHEREAS, it is anticipated that the City of Escondido and the City of San

Marcos will equally share the cost of the EMS Coordinator; and

WHEREAS, as a result of the revised Program, savings in the Fire Department's Maintenance and Operation Budget ("M & O") was realized; and

WHEREAS, in order to effectively manage the revised Program, it is necessary to increase clerical staff hours; and

WHEREAS, the Escondido Fire Department is requesting a Budget Adjustment to move funds from the M & O Budget to the Employee Services Budget for the increase in personnel costs;

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 authorizes the City Manger to approve the creation of a three-quarter time regular benefited department assistant position for the Escondido Fire Department and to approve a budget adjustment in the amount of \$29,980 to pay for the increase in personnel costs.

**CITY COUNCIL**

For City Clerk's Use:

**APPROVED**       **DENIED**

Reso No. \_\_\_\_\_ File No. \_\_\_\_\_

Ord No. \_\_\_\_\_

**Agenda Item No.:** 5  
**Date:** **September 10, 2014**

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Sheryl Bennett, Director of Administrative Services  
Marla Martinez, Senior Human Resources Analyst

**SUBJECT:** Approval of CalPERS Industrial Disability Retirement for Timothy Reiley

RECOMMENDATION:


It is requested that Council adopt Resolution No. 2014-150– approving the California Public Employees' Retirement System (CalPERS) Industrial Disability Retirement for former Police Officer Timothy Reiley.

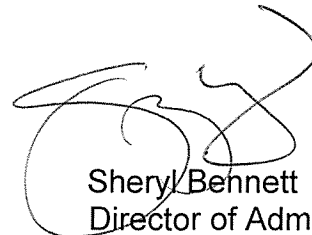
BACKGROUND:

Mr. Reiley is a 41-year-old male former Police Officer. He was employed by the City of Escondido for 18 years. The basis for Mr. Reiley's Industrial Disability Retirement application is confirmed by medical reports from Michael Kimball, M.D. Mr. Reiley's condition is orthopedic in nature. Accordingly, Mr. Reiley is incapacitated within the meaning of the Public Employees' Retirement Law for the performance of his usual and customary duties in the position of Police Officer.

Under State Law, the City Council is required to adopt a Resolution determining that competent medical evidence supports the granting of an Industrial Disability Retirement. Based on medical evidence, staff recommends the City Council adopt Resolution No. 2014-150 approving the CalPERS Industrial Disability Retirement for Timothy Reiley to be effective September 25, 2013.

Respectfully submitted,

  
Marla Martinez  
Senior Human Resources Analyst

  
Sheryl Bennett  
Director of Administrative Services

RESOLUTION NO. 2014-150

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
APPROVING THE CALPERS INDUSTRIAL  
DISABILITY RETIREMENT FOR TIMOTHY  
REILEY

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

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

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

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

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

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



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

4. Neither Timothy Reiley nor the agency, the City of Escondido, has applied to the Workers' Compensation Appeals Board for a determination pursuant to Section 21166 as to whether such disability is industrial.

5. There is not a possibility of third party liability.

6. No advanced disability pension payments will be made. Mr. Reiley's last day on payroll was April 2, 2013, his effective date of industrial disability retirement is based on his permanent and stationary report dated September 25, 2013.

7. The City Council of the City of Escondido finds that Mr. Reiley's primary disability is orthopedic.



# CITY COUNCIL

For City Clerk's Use:

APPROVED       DENIED

Reso No. \_\_\_\_\_ file No. \_\_\_\_\_

Ord No. \_\_\_\_\_

**Agenda Item No.: 6**  
**Date: September 10, 2014**

**TO:** Honorable Mayor and Members of the City Council

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

**SUBJECT:** Bid Award, Design Implementation Agreement and Budget Adjustment for Maple Street Pedestrian Plaza Modifications

**RECOMMENDATION:**

It is requested that Council adopt Resolution No. 2014-142 authorizing the bid award to LB Civil Construction, determined to be the lowest responsive and responsible bidder, and authorizing the Mayor and City Clerk to: 1) execute a Public Improvement Agreement in the amount of \$69,700 for the Maple Street Pedestrian Plaza Modifications; and 2) execute a Design Implementation Agreement with Design Consultants. It is also requested that Council approve a budget adjustment in the amount of \$83,640 to create a project budget and accept funding for the project from the Design Consultants.

**FISCAL ANALYSIS:**

Funding for the project will be reimbursed to the City from the Design Consultants.

**PREVIOUS ACTION:**

City Council approved the bid award to LB Civil Construction to construct the project on December 14, 2011. The public improvements were accepted and staff was authorized to file a Notice of Completion on December 12, 2012.

**BACKGROUND:**

Construction of the Maple Street Pedestrian Plaza was completed in late 2012. After completion of the project, it was noted that modifications were needed to improve capture of water from the interactive fountain, adjust curbs at four pedestrian ramps and replace damaged pavers. Design and construction costs will be borne by the Design Consultants.

The Design Consultant prepared plans and specifications that were advertised for bid. The Engineer's estimate for the Project was \$56,000. Sealed bids were received on August 28, 2014, and opened by the City Clerk with the following results:

LB Civil Construction	\$ 69,700
New Century Construction	\$ 71,780
Blue Pacific Engineering	\$ 89,180
The Richards Group	\$ 93,900
Visionary Construction	\$122,346

Staff recommends the bid received by LB Civil Construction, be considered the lowest responsive and responsible bid and that a contract be awarded in the amount of \$69,700 for the Maple Street Pedestrian Plaza Modifications.

A Design Implementation Agreement has been created to establish terms and ensure the City is reimbursed for the cost of construction and is presented to City Council for their approval. The Design Consultants will pay the City \$83,640 which is equal to the bid amount plus a 20% contingency. The attached budget adjustment in the amount of \$83,640 will create a project budget to accept funding from the Design Consultants.

It is anticipated that work will begin in October, after Crusin' Grand activities end, and be completed in November 2014.

Respectfully submitted,

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

  
Julie Procopio, P.E.  
Assistant Public Works Director



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: September 10, 2014
Department: Public Works
Division: Engineering
Project/Budget Manager: Julie Procopio 4001
Name Extension
Council Date (if applicable): September 10, 2014
(attach copy of staff report)

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

ML
I

Table with 4 columns: Project/Account Description, Account Number, Amount of Increase, Amount of Decrease. Includes entries for Maple Street Pedestrian Plaza and Reimbursement from Schmidt Design Group.

Explanation of Request:

Funds will be used to improve water capture from the interactive fountain and replace curb returns at four corners and damaged pavers. The Design Consultants will reimburse the City for the cost of making the above mentioned improvements.

APPROVALS

Department Head [Signature] 9/8/14 Date
City Manager \_\_\_\_\_ Date
Finance [Signature] 9/8/14 Date
City Clerk \_\_\_\_\_ Date

Distribution (after approval): Original: Finance

RESOLUTION NO. 2014-142

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AWARDED A BID FOR THE MAPLE STREET PEDESTRIAN PLAZA MODIFICATIONS PROJECT AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY A PUBLIC IMPROVEMENT AGREEMENT WITH LB CIVIL CONSTRUCTION AND A DESIGN IMPLEMENTATION AGREEMENT WITH DESIGN CONSULTANTS; AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the City Council approved the bid award to construct the original Maple Street Pedestrian Plaza on December 14, 2011; and

WHEREAS, the City Council approved and accepted the public improvements and authorized staff to file a Notice of Completion for the original Maple Street Pedestrian Plaza on December 12, 2012; and

WHEREAS, design deficiencies were noted after the project was approved and accepted and the Design Consultants have claimed responsibility for said deficiencies; and

WHEREAS, staff and Design Consultants have created a Design Implementation Agreement to establish terms and provide for reimbursement of construction costs; and

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

WHEREAS, pursuant to said notice, five (5) sealed bids for the Project were opened and evaluated on August 28, 2014; and

WHEREAS, LB Civil Construction was determined to be the lowest responsive and responsible bidder; and

WHEREAS, this City Council desires at this time and deems it to be in the best

public interest to award this contract to LB Civil Construction in the amount of \$69,700;  
and

WHEREAS, the Design Consultants have agreed to pay for the cost of  
construction;

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 LB Civil Construction in 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.
3. That the Mayor and the City Clerk are authorized to execute, on behalf of the City, a Design Implementation Agreement with Design Consultants in substantially similar form to that which is attached and incorporated to this Resolution as Exhibit "2", and subject to final approval as to form by the City Attorney.
3. That Council approves a budget adjustment in the amount of \$83,640 to receive reimbursement from the Design Consultants.

## 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 \_\_\_\_\_ (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

### Maple Street Pedestrian Plaza Modifications

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 \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
4. The work shall be commenced on or before the first (1st) day after receiving the CITY'S Notice to Proceed. The contractor shall complete all the Work and improvements within **Fifteen (15) working days with the exception of work at the water feature and the compass rose. Work at the water feature and the compass rose shall be completed within Thirty (30) working days from 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 to or to become due to CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the amount thereof. Time extensions may be granted by the CITY as provided in the General Conditions.

Liquidated damages schedule:

If the overall project is delayed **one (1) calendar day or more**, the rate shall be \$500/day.

Acknowledged: \_\_\_\_\_  
Initials of Principal

6. In the event CONTRACTOR, for a period of **ten (10) calendar days** after receipt of written demand from CITY to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, or to prosecute said work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said **ten (10) calendar days**, fails to continue to do so, then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor, or demanding the surety hire another contractor, or by any combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or to become due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY. The permissible charges for any such procurement of the completion of said work should include actual costs and fees incurred to third party individuals and entities (including, but not limited to consultants, attorneys, inspectors, and designers) and actual costs incurred by CITY for the increased dedication of time of CITY employees to the Project.
7. To the fullest extent permitted by law, the CONTRACTOR agrees to and does hereby agree to fully defend, indemnify and hold the CITY, its governing board, officers, agents, Project design team members (architect and consulting engineers), consultants, attorneys, and employees harmless of and from each and every claim, assertion, action, cause of action, arbitration, suit, proceedings, or demand made, and every liability, loss, judgment, award, damage, or expense, of any nature whatsoever (including attorneys' fees, consultant costs), which may be incurred by reason of:
- (a) Asserted and/or actual liability arises from claims for and/or damages resulting from damages for:



- (1) Death or bodily injury to persons.
  - (2) Injury to, loss or theft of tangible and/or intangible property/ e.g. economic loss.
  - (3) Any other loss, damage or expense arising under either (1) or (2) above, sustained by the CONTRACTOR upon or in connection with the work called for in this Project, except for liability resulting from the sole active negligence, or willful misconduct of the CITY.
- (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 that **\$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.
  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: \_\_\_\_\_  
Diane Halverson, City Clerk

By: \_\_\_\_\_  
Sam Abed, Mayor

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY  
JEFFREY R. EPP, 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 \_\_\_\_\_ ("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,

**Maple Street Pedestrian Plaza Modifications**

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.

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  
JEFFREY R. EPP, City Attorney

By: \_\_\_\_\_

**SECTION A-00620 - LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENT,

That \_\_\_\_\_ 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,

**Maple Street Pedestrian Plaza Modifications**

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  
JEFFREY R. EPP, 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

**SAMPLE NOTICE**

**(REQUIRED UNDER GENERAL CONDITIONS, ARTICLE 6.1.B)**

**TO THE PEOPLE ON THIS STREET:**

WITHIN THE NEXT FEW DAYS, WORK WILL BE STARTED ON THE FOLLOWING PROJECT:

**Maple Street Pedestrian Plaza Modifications**

The work may cause some inconvenience, but will be of permanent benefit.

We shall appreciate your cooperation in the following matters:

1. Please be alert when driving or walking in the construction area.
2. Tools, materials and equipment are attractive to children. For the safety of the children, please keep them away.
3. Please report all inconvenience to the Foreman on the job, or to the City of Escondido Field Engineering Inspection Office, 839-4664. The name and phone number of the contractor are given below.

This work is being performed for the City of Escondido by:

We will endeavor to complete this work as rapidly as possible and with a minimum of inconvenience to you.

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**DESIGN IMPLEMENTATION AGREEMENT**

**I. PARTIES**

The parties to this Design Implementation Agreement and Release of Claims (this "Agreement") are as follows: The City of Escondido (hereinafter "City"), on the one hand, and Schmidt Design Group, Inc. (hereinafter "SDG") Kimley-Horn & Associates, Inc. (hereinafter "Kimley") and Aquatic Design Group (hereinafter collectively "Design Professionals," unless individually named below) on the other hand. All parties hereto are hereafter collectively referred to as the "Parties" or "Party."

**II. RECITALS**

A. Whereas Design Professionals performed various design services and work for the City in relation to the development, improvement, and construction of the Maple Street Project (hereinafter "Project").

B. After completion of the Project, the City discovered certain alleged deficiencies and/or issues in the design and construction of the Project which the City believed should be remedied and/or addressed by said Design Professionals at the sole expense of said Design Professionals and at no cost to the City.

C. Said alleged deficiencies and/or issues arose out of or related to:

- a. Curb Ramps located within the Project; and
- b. Pavers located within the Project;
- c. Fountain.

Said alleged deficiencies and/or issues shall hereinafter be described as "The Deficiencies" unless otherwise described more particularly or individually herein.

D. In an effort to resolve these issues, Design Professionals have drafted the bid schedule attached hereto as Exhibit "A" which has been approved by the City and is incorporated herein. Design Professionals propose to perform or have performed the necessary design work and reimburse the City for the actual construction costs of the bid schedule as set forth in Exhibit "A", which amounts to a total payment of \$69,700. Additionally, Design Professionals will pay an additional 20% of the actual construction costs set forth in Exhibit "A" to account for reasonable and necessary change orders, if any, to complete the work described in Exhibit "A", which comes to payment of an additional \$13,940. Thus, the total payment being made by Design Professionals to the City is \$83,640.

E. It is the desire and intent of the Parties hereto to fully and finally settle any and all claims between them relating to or arising out of the alleged Deficiencies, as set forth more fully herein.

**III. SETTLEMENT TERMS**

**A. Recitals Incorporated Herein**

The recitals above are incorporated herein as if set forth verbatim.

**B. Consideration, Releases and Waivers of Claims**

1. Consideration, Release and Waiver of Claims: In consideration of, and in exchange for, Design Professionals performing the scopes of work described in Exhibit "A" at no cost to the City and Design Professionals agreeing to pay \$83,640 in order to address all of The Deficiencies, the City agrees on behalf of itself and all of its agents, contractors, or employees, and anyone or entity who may claim through any of them to hereby fully and completely release and forever discharge Design Professionals from any and all claims, actions, causes of action, claims for indemnity or contribution, claims for future change orders, obligations, costs, expenses, attorney's fees, damages, losses, liabilities and demands whatsoever, whether at law or in equity, which City ever had, has, or may have against Design Professionals arising out of or related in any manner to the Deficiencies.

2. Voluntary Releases and Waivers: The releases and waivers contained in this Agreement are freely and voluntarily executed by the Parties after having been appraised of all relevant information and data and after having consulted with their counsel or after having had the opportunity to consult with their counsel and declined to do so. No Party in executing this Agreement has relied on any inducements, promises or representations made by any other Party or the other Party's employees, agents, or attorneys except as expressly set forth in this Agreement.

3. Matters Not Released: Nothing in this Agreement is intended to waive or release any claim or potential claim, other than those addressed herein.

4. Specific Contributions of Design Professionals For Work Described In Exhibit "A":

With respect to Exhibit "A", the following Design Professionals agree to perform or have performed the following scopes of work or pay the designated costs outlined below:

- a. **SDG** agrees to pay a total of \$42,817.41, which represents: (1) a 25% allocation of the cost of Items Nos. 5, 9, 10, 11, and 16; (2) a 100% allocation of the cost of Items Nos. 6, 13, 14, and 17; and (3) a 33% allocation of Item Nos. 1, 2, 3, 7, and 8. **SDG** will also perform or has performed design services free-of-charge related to those Items. Additionally, said sum includes payment of an additional 20% of the repair cost for the items above to cover future change orders, if any. **SDG** shall not be liable for future change orders based on this payment of an additional 20%.

- b. **Kimley** agrees to pay \$22,385.60, which represents: (1) a 100% allocation of the cost of Items Nos. 4, 12, and 15 and (2) a 33% allocation of Item Nos. 1, 2, 3, 7, and 8. **Kimley** will perform or has performed design services free-of-charge related to those Items. Additionally, said sum includes payment of an additional 20% of the repair cost for the items allocated to **Kimley** above to cover future change orders, if any. **Kimley** shall not be liable for future change orders based on the payment of this additional 20%.
  
- c. **Aquatic Design Group** agrees to pay \$18,436.99, which represents: (1) a 75% allocation of the cost of Items Nos. 5, 9, 10, 11, and 16 and (2) a 33% allocation of Item Nos. 1, 2, 3, 7, and 8. **Aquatic Design Group** will also perform or has performed design services free-of-charge related to those Items. Additionally, said sum includes payment of an additional 20% of the repair cost for the items allocated to **Aquatic Design Group** above to cover future change orders, if any. **Aquatic Design Group** shall not be liable for future change orders based on the payment of this additional 20%.

**C. Payment**

The Design Professionals agree to pay the amounts described above within 30 days of award of the bid attached hereto as Exhibit A. No refund of the amounts paid to the City will be provided by the City to any person or entity regardless of whether any change orders are, or are not, assessed to repair the Deficiencies. Said payments are non-refundable as "Payment in Full" and are being issued in conjunction with the release above.

**D. Enforcement of Agreement**

Each Party shall bear its own attorneys' fees and costs (including investigation and expert costs) incurred in connection with this Agreement, any prior negotiation thereof, and in any action arising out of or related to the terms of this Agreement.

**E. Entire Agreement**

This Agreement contains the entire agreement between the Parties relating to the rights and obligations contained herein and any representations, negotiations or agreements between the Parties are merged into this Agreement. Any terms not addressed herein shall be governed by the Consulting Agreement For Design Professionals dated July 7, 2010. This Agreement can only be modified by a writing which is signed by all of the Parties.

**F. No Admission of Liability**

Neither the execution of this Agreement nor the exchange of consideration pursuant to the terms hereof shall be deemed or construed as an admission of liability or wrongdoing by any person or entity. This Agreement is executed and the consideration exchanged pursuant to the terms hereof are solely for the purpose of compromising and settling a dispute. Any and all liability is expressly denied.

**G. Binding Agreement**

This Agreement and each and every provision hereof, shall bind and shall inure to the benefit of the respective heirs, personal representatives, successor corporation(s), successors-in-interest, and assigns of the Parties.

**H. Counterparts**

This Agreement may be executed in counterparts, all of which, taken together, shall be deemed one original.

**I. Applicable Law**

This Agreement shall be deemed to have been entered into in the State of California and all questions concerning the validity, interpretation or performance of any of its terms or provisions or of any rights or obligations of the parties thereto, shall be governed by and resolved in accordance with the laws of the State of California.

**J. Advice of Counsel**

The Parties represent that advice of legal counsel has been obtained by the Parties prior to entering into this Agreement or that the Party had the opportunity to consult with counsel and declined to do so of its own free will. Specifically, the Parties, and each of them, represent that they have selected and retained their own attorneys, experts and consultants to inspect, analyze, and advise them regarding the nature, extent, and cause of the dispute at issue herein and the appropriate prosecution and defense thereof which are the subject of this Agreement or had the opportunity to do so and declined to seek such advice. In entering into this Agreement, the Parties represent that they have not been induced to enter into this Agreement by reliance on the opinions, representations, conclusions or contentions of another Party or another Party's counsel or experts.

**K. Severability**

If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect or limit the validity or enforceability of any other provision hereof. If a provision is deemed invalid or unenforceable due to its scope or breadth, such provision shall be deemed valid to the extent permitted by law.

**L. Authority**

The individuals executing this Agreement on behalf of the respective Parties represent and warrant that they have all necessary authority (1) to provide the releases and waivers contained herein, and (2) to enter into this binding Agreement. It is understood and agreed that this paragraph is a material part of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates shown below.

DATED: September \_\_, 2014

\_\_\_\_\_  
SCHMIDT DESIGN GROUP, INC.

BY: \_\_\_\_\_  
[Print Name and Title]

DATED: September \_\_, 2014

\_\_\_\_\_  
KIMLEY-HORN, INC.

BY: \_\_\_\_\_  
[Print Name and Title]

DATED: September \_\_, 2014

\_\_\_\_\_  
AQUATIC DESIGN GROUP

BY: \_\_\_\_\_  
[Print Name and Title]

CITY OF ESCONDIDO

DATED: September \_\_, 2014

\_\_\_\_\_  
Sam Abed  
Mayor

DATED: September \_\_, 2014

\_\_\_\_\_  
Diane Halverson  
City Clerk

REVIEWED AS TO FORM AND CONTENT:

DATED: September \_\_, 2014

BALESTRERI POTOCKI & HOLMES

By: \_\_\_\_\_  
Karen H. Holmes, Attorney for Schmidt Design  
Group

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY  
JEFFREY R. EPP, City Attorney

By: \_\_\_\_\_



**BID PROPOSAL**

**MAPLE STREET PEDESTRIAN PLAZA MODIFICATIONS**

CITY OF ESCONDIDO, SAN DIEGO COUNTY, CALIFORNIA

The Honorable City Council  
City of Escondido  
201 North Broadway  
Escondido, CA 92025-2798

**Councilmembers:**

The undersigned hereby proposes and agrees to furnish all of the material, labor, equipment, transportation, and services for the construction and completion of the work listed herein, and in strict conformity with the Plans, Specifications, and other contract documents on file at the Office of the City Clerk, Escondido, California, for the lump sum or unit prices listed herein.

Included in this Bid Proposal, are the following documents:

Bid Schedule  
Designation of Subcontractors  
Information Required of Bidder  
Bidder's Bond  
Noncollusion Affidavit

Attached please find a certified check, No. \_\_\_\_\_ of the \_\_\_\_\_ Bank, for \$ 6970, which amount is not less than ten percent (10%) of the total amount of this bid; or Bidder's Bond for ten percent (10%) of the total bid.

The following schedule of estimated quantities of work is included for convenience of bidders and for comparison of bids only, and is not guaranteed to be correct. All bidders are requested to complete this schedule which will be binding on the bidder once the contract is awarded.

**BID SCHEDULE**

Item No.	Approx. Quantity	Item With Unit Price Written in Words	Unit Price	Amount
1.	1 L.S. Specialty Item	Construction Staking and Surveying ..... <u>THIRTEEN HUNDRED</u> ..... ..... Per Lump Sum	1300	1300
2.	1 L.S.	Contractor Construction Schedule..... <u>THREE HUNDRED FORTY</u> ..... ..... Per Lump Sum	314	314
3.	1 L.S.	Mobilization ..... <u>ONE THOUSAND</u> ..... ..... Per Lump Sum	1000	1000
4.	1 L.S.	Clear & Grub/ Demolition at Curb Ramps..... <u>SEVENTY FIVE HUNDRED</u> ..... ..... Per Lump Sum	7500	7500
5.	1 L.S.	Clear & Grub/ Demolition at Fountain..... <u>FIFTY SIX HUNDRED</u> ..... ..... Per Lump Sum	5600	5600
6.	1 L.S.	Clear & Grub/ Demolition at Pavers..... <u>FIFTY SIX HUNDRED</u> ..... ..... Per Lump Sum	5600	5600
7.	1 L.S.	Public Convenience, Safety, Traffic Control Complete and In Place at <u>TWO THOUSAND</u> ..... ..... Per Lump Sum	2000	2000

Item No.	Approx. Quantity	Item With Unit Price Written in Words	Unit Price	Amount
8.	1 L.S.	Water Pollution Control Complete and In Place at <u>TWO THOUSAND</u> ..... Per Lump Sum	<u>200</u>	<u>200</u>
9.	16 L.F.	Furnish and Install Linear Drain Complete and In Place at <u>ONE HUNDRED SEVENTY</u> ..... Per Linear Foot	<u>170</u>	<u>2720</u>
10.	8 L.F.	Furnish and Install 2" PVC at Fountain Drainage Complete and In Place at <u>SIXTY SEVEN</u> ..... Per Linear Foot	<u>67</u>	<u>536</u>
11.	190 S.F.	Construct Concrete Paving (Integral Colored Concrete) Complete and In Place at <u>TWENTY SIX</u> ..... Per Square Foot	<u>26</u>	<u>4940</u>
12.	4 EA	Construct Concrete Curb Ramp Wing (Integral Colored Concrete) Complete and In Place at <u>THIRTEEN HUNDRED</u> ..... Per Each	<u>300</u>	<u>5200</u>
13.	260 S.F.	Salvage and Re-Install Truncated Dome Concrete Pavers (Mortar Set) over Concrete Complete and In Place at <u>FOURTEEN</u> ..... Per Square Foot	<u>14</u>	<u>3640</u>
14.	250 S.F.	Salvage and Re-Install Concrete Pavers with Polymeric Sand over Existing Class II Base at compass rose Complete and In Place at <u>SIXTY FIVE</u> ..... Per Square Foot	<u>65</u>	<u>16250</u>

Item No.	Approx. Quantity	Item With Unit Price Written in Words	Unit Price	Amount
15.	500 S.F.	Salvage and Re-Install Concrete Pavers and Truncated Dome Pavers with Polymeric Sand over Existing Class II Base at ramps Complete and In Place at <u>SEVEN DOLLARS</u> <u>FIFTY CENTS</u> ..... Per Square Foot	7.50	3750
16.	150 S.F.	Salvage and Re-Install Concrete Pavers with Polymeric Sand over Existing Class II Base at fountain Complete and In Place at <u>TWENTY FIVE</u> ..... Per Square Foot	25	3750
17.	180 S.F.	Install Replacement Truncated Dome Concrete Pavers with Polymeric Sand over Existing Class II Base Complete and In Place at <u>TWENTY</u> ..... Per Square Foot	20	3600

**TOTAL BASE BID (Items 1 Through 17 inclusive)**

SIXTY NINE THOUSAND SEVEN HUNDRED (Words) \$ 69,700 (Figures)

**MEASUREMENT AND PAYMENT OF BID ITEMS**

SCOPE. Part 1 of this section defines the bid items noted in the Bid Schedule, and describes measurement and payment provisions for each of the bid items.

Payment for all items of the Bid Schedule whether lump sum or unit price shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public

agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

- 1.2. CONSTRUCTION STAKING AND SURVEYING, BID ITEM NO. 1  
CONTRACTOR CONSTRUCTION SCHEDULE, BID ITEM NO. 2  
MOBILIZATION, BID ITEM NO. 3  
CLEARING AND GRUBBING, BID ITEM NO. 4-6  
PUBLIC CONVENIENCE, SAFETY, TRAFFIC CONTROL COMPLETE AND IN PLACE, BID ITEM NO. 7  
WATER POLLUTION CONTROL COMPLETE AND IN PLACE, BID ITEM NO. 8
  - 1.2.01. No measurement shall be made for these items.
  - 1.2.02. Payment for these items of work will be made at the lump sum price named in the Bid Schedule, which prices shall constitute full compensation for completion of these items of work as defined within these Contract Documents with the sole exception of the payments to be made as defined herein for the other bid items in the Bid Schedule. The WORK shall include all of the work as necessary for completion of the Maple Street Pedestrian Plaza Modifications.
  
- 1.5. FURNISH AND INSTALL LINEAR DRAIN COMPLETE AND IN PLACE, BID ITEM NO. 9  
FURNISH AND INSTALL 2" PVC AT FOUNTAIN DRAINAGE COMPLETE AND IN PLACE, BID ITEM NO. 10
  - 1.5.2 Measurement shall be made for these items per **Linear Foot**.
  - 1.5.3 Payment for these items of work will be made at the linear foot price named in the Bid Schedule, which prices shall constitute full compensation for completion of these items of work as defined within these Contract Documents with the sole exception of the payments to be made as defined herein for the other bid items in the Bid Schedule. The WORK shall include all of the work as necessary for completion of the Maple Street Pedestrian Plaza Modifications.
  
- 1.6. CONSTRUCT CONCRETE CURB RAMP WING (INTEGRAL COLORED CONCRETE) COMPLETE AND IN PLACE, BID ITEM NO. 11  
SALVAGE AND RE-INSTALL TRUNCATED DOME CONCRETE PAVERS (MORTAR SET) OVER CONCRETE COMPLETE AND IN PLACE, BID ITEM NO. 13  
SALVAGE AND RE-INSTALL CONCRETE PAVERS WITH POLYMERIC SAND OVER EXISTING CLASS II BASE AT COMPASS ROSE COMPLETE AND IN PLACE, BID ITEM NO. 14

SALVAGE AND RE-INSTALL CONCRETE PAVERS AND TRUNCATED DOME PAVERS WITH POLYMERIC SAND OVER EXISTING CLASS II BASE AT RAMPS COMPLETE AND IN PLACE, BID ITEM NO. 15

SALVAGE AND RE-INSTALL CONCRETE PAVERS WITH POLYMERIC SAND OVER EXISTING CLASS II BASE AT FOUNTAIN COMPLETE AND IN PLACE, BID ITEM NO. 16

INSTALL REPLACEMENT TRUNCATED DOME CONCRETE PAVERS WITH POLYMERIC SAND OVER EXISTING CLASS II BASE COMPLETE AND IN PLACE, BID ITEM NO. 17

- 1.6.01 Measurement shall be made for these items per Square Foot.
- 1.6.02 Payment for these items of work will be made at the square foot price named in the Bid Schedule, which prices shall constitute full compensation for completion of these items of work as defined within these Contract Documents with the sole exception of the payments to be made as defined herein for the other bid items in the Bid Schedule. The WORK shall include all of the work as necessary for completion of the Maple Street Pedestrian Plaza Modifications.
- 1.7 CONSTRUCT CONCRETE CURB RAMP WING (INTEGRAL COLORED CONCRETE) COMPLETE AND IN PLACE, BID ITEM NO. 12
- 1.7.01 Measurement shall be made for these items per Each.
- 1.7.02 Payment for these items of work will be made at the each price named in the Bid Schedule, which prices shall constitute full compensation for completion of these items of work as defined within these Contract Documents with the sole exception of the payments to be made as defined herein for the other bid items in the Bid Schedule. The WORK shall include all of the work as necessary for completion of the Maple Street Pedestrian Plaza Modifications.

If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within ninety (90) days after the date of opening of the bids, or within twenty (20) days of bid protest resolution (whichever is greater), or any time thereafter before this bid is withdrawn, the undersigned will, within ten (10) days after the date of such mailing, telegraphing, or delivering of such notice, execute and deliver a contract in substantially the form attached to these contract documents, and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed, or delivered:

11585 SORRENTO VALLEY RD SUITE 104  
SAN DIEGO, CA 92121

Our Public Liability and Property Damage Insurance is placed with NATIONAL FIRE INSURANCE OF HARTFORD

Our Workers' Compensation Insurance is placed with ZURICH

Circular letters, bulletins, addenda, etc., bound with specifications or issued during the time of bidding are included in the proposal, and, in completing the contract, they are to become part thereof.

The receipt of the following addenda to the Project Documents (if any) is acknowledged:

Bid Addendum 1 Date 8/13/14 Bid Addendum \_\_\_\_\_ Date \_\_\_\_\_  
Bid Addendum 2 Date 8/25/14 Bid Addendum \_\_\_\_\_ Date \_\_\_\_\_  
Bid Addendum \_\_\_\_\_ Date \_\_\_\_\_ Bid Addendum \_\_\_\_\_ Date \_\_\_\_\_

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

**Note:** Each bid must give the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bid by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. When requested by the Owner, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

**In signing this Bid Proposal below, the bidder acknowledges that:**

1. The plans and other Project Documents show conditions as they are believed to exist, but it may not be inferred that all the conditions shown do actually exist, nor shall the City, their officers, employees or agents be liable for any costs sustained by the Contractor as a result of any variance between conditions shown on the contract documents, and actual conditions revealed during examination or progress of the Work. (See Instructions to Bidders, Section 4.3).
2. Bidder has complied with the following:
  - A. The Bid is premised upon performing the Work required by the Project Documents without exception and includes such means, methods, techniques, sequences, or procedures of construction (if any) as may be required by the Project Documents;
  - B. Bidder has given the City written notice of all conflicts, errors, ambiguities, and discrepancies in the Project Documents;
  - C. The Project Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work. (See Instructions to Bidders, Section 4.10).

3. Any bid failing to comply with the requirements of this Proposal, with Section A-00100, or any other requirements of these bid specifications, may be considered as having modified these specifications and on that basis may be rejected. (See Instructions to Bidders, Section 5.1.G).
4. The CITY does not expressly or by implication agree that the actual amount of Work or material will correspond with unit price items, and reserves the right after award to increase or decrease the quantity of any unit price item of the Work by an amount up to and including **twenty-five percent (25%)** of any Bid item, without a change in the unit price, and shall include the right to delete any Bid item in its entirety, or to add additional Bid items up to and including an aggregate total amount not to exceed **twenty-five percent (25%)** of the Bid price. (See Instructions to Bidders, Section 8).
5. Rejection of any or all proposals, to contract work with whomsoever and in whatever manner, to abandon Work entirely (or in part), and/or to waive any informality in receiving of bids is reserved as the right of the City. (See Instructions to Bidders, Section 17.1).
6. The contract shall be awarded to the **lowest responsive and responsible bidder as interpreted by the City** and shall be entered into by the successful bidder within **fifteen (15)** days after being notified by the Owner. (See Instructions to Bidders, Section 17.2).

Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the Work and which the Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of the Project Documents. (See Instructions to Bidders, Section 4.7).

**In submitting and signing this bid, the person(s) signing below acknowledge the following:**

If awarded the contract, the undersigned agrees to sign said contract and furnish the necessary bonds and other required documents, in the form required, within 15 days after the first written notice that the contract has been awarded to him or her.

The undersigned has checked carefully all of the prices quoted and understands that the City of Escondido will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid Proposal.

The undersigned declares that he has carefully examined the location of the proposed work, the Contract Documents, plans and specifications, has read and understood the Contract and Bid Documents, and all bid documents and materials, and hereby proposes to furnish all materials and do all the work required to complete the said work in accordance with said plans and specifications, for the unit and lump sum prices set forth in the preceding bid schedule.

**Signatures shall be in BLUE ink.**

Dated AUGUST 27, 2014

Signed (use BLUE ink) 

Print or Type Name: GEOFF BOHNE



**CITY COUNCIL**

For City Clerk's Use:

**APPROVED**       **DENIED**

Reso No. \_\_\_\_\_ File No. \_\_\_\_\_

Ord No. \_\_\_\_\_

**Agenda Item No.: 7**

**Date: September 10, 2014**

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Edward N. Domingue, Public Works Director/City Engineer  
Frank P. Schmitz, Parks and Open Space Administrator

**SUBJECT:** Public Hearing for City of Escondido Landscape Maintenance District Zone 37

**RECOMMENDATION:**

It is requested that the City Council receive input from the property owner in Zone 37 of the City of Escondido Landscape Maintenance District (LMD) (map attached) on the proposed budget and assessments for FY 2015/2016. No Council action is required.

**FISCAL ANALYSIS:**

The LMD reimburses all costs incurred by the City in Zone 37.

**PREVIOUS ACTION:**

On March 2, 2011, the City Council adopted Resolution 2011-31 approving the annexation of Tract 934 into the LMD as Zone 37. On July 23, 2014, the City Council adopted Resolution Nos. 2014-85 and 2014-86 initiating proceedings for the annual levy of assessments, approving the preliminary Assessment Engineer's Report, and setting a public hearing date of September 10, 2014 for Zone 37 of the LMD.

**BACKGROUND:**

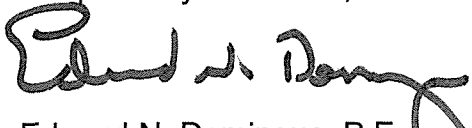
Each year the City Council reviews and approves the next year's budget and assessment for each zone within the LMD. As part of the approval process, a public hearing is held to give the property owners within each zone of the LMD the opportunity to comment on the proposed budget and assessments. This is the purpose of the public hearing today. The LMD budget and assessments addressed in this public hearing are for LMD Zone 37. No City Council action is required.

On November 5, 1996, the California voters approved Proposition 218 which, among other things, requires property owner approval for any new assessment and any increase in any existing assessment. Certain assessments that were in existence prior to the passage of Proposition 218 were exempt from this new approval process as long as the assessments were not increased above the amount established at the time the assessment district and any related zones were formed.

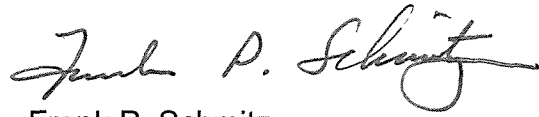
September 10, 2014  
LMD Zone 37 Public Hearing  
Page 2

The LMD is one such district. In FY 2015/2016 there is a proposed new assessment for Zone 37. A ballot has been sent to the property owner in Zone 37, giving them the option of approving or rejecting the proposed assessment. The completed ballot will be accepted until the close of the public hearing today. The ballot will be tabulated on Thursday, September 11, 2014 at 9:00 AM in Training Room #1 at City Hall. The public is invited to observe this tabulation. The results of the ballot tabulation will be reported to the City Council at the October 15, 2014 City Council meeting in conjunction with City Council action to approve the final Engineer's report and setting of assessments for Zone 37 for FY 2015/2016.

Respectfully submitted,

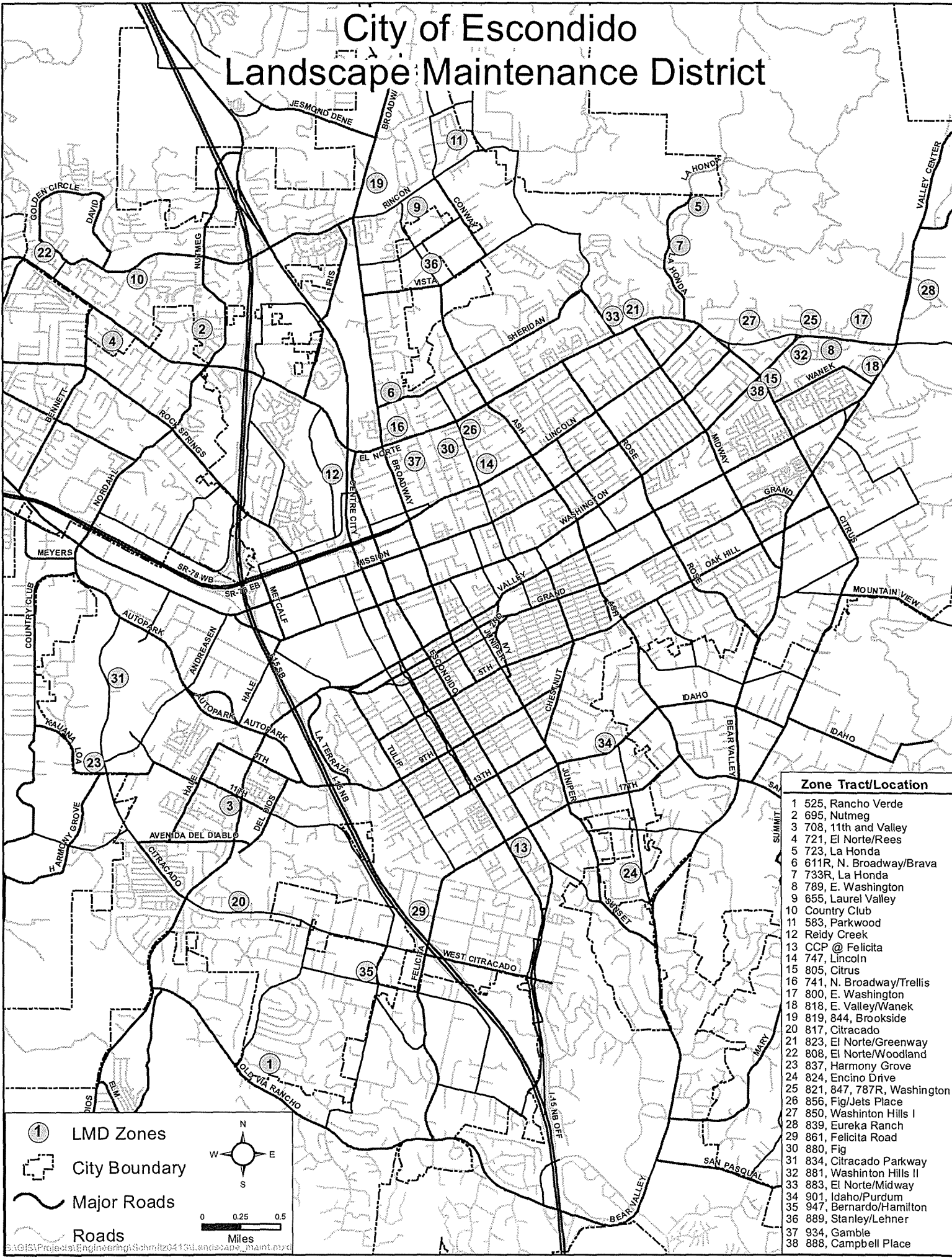


Edward N. Domingue, P.E.  
Public Works Director/City Engineer



Frank P. Schmitz  
Parks and Open Space Administrator

# City of Escondido Landscape Maintenance District



Zone	Tract/Location
1	525, Rancho Verde
2	695, Nutmeg
3	708, 11th and Valley
4	721, El Norte/Rees
5	723, La Honda
6	611R, N. Broadway/Brava
7	733R, La Honda
8	789, E. Washington
9	655, Laurel Valley
10	Country Club
11	583, Parkwood
12	Reidy Creek
13	CCP @ Felicity
14	747, Lincoln
15	805, Citrus
16	741, N. Broadway/Trellis
17	800, E. Washington
18	818, E. Valley/Wanek
19	819, 844, Brookside
20	817, Citracado
21	823, El Norte/Greenway
22	808, El Norte/Woodland
23	837, Harmony Grove
24	824, Encino Drive
25	821, 847, 787R, Washington
26	856, Fig/Jets Place
27	850, Washinton Hills I
28	839, Eureka Ranch
29	861, Felicity Road
30	880, Fig
31	834, Citracado Parkway
32	881, Washinton Hills II
33	883, El Norte/Midway
34	901, Idaho/Purdum
35	947, Bernardo/Hamilton
36	889, Stanley/Lehner
37	934, Gamble
38	888, Campbell Place

LMD Zones  
 City Boundary  
 Major Roads  
 Roads

ESRIS/Projects/Engineering/SHmitz0413/Landscape\_maint.mxd

**CITY COUNCIL**

For City Clerk's Use:

**APPROVED**     **DENIED**

Reso No. 2014-128, 2014-129 File No. \_\_\_\_\_

Ord No. 2014-17

**Agenda Item No.: 8**  
**Date: September 10, 2014**

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Barbara J. Redlitz, Director of Community Development  
**SUBJECT:** Tentative Map with one Grading Exemption, Development Agreement, and Annexation (SUB 13-0011, PHG 13-0043, PHG 13-0044, ENV 13-0015)

**STAFF RECOMMENDATION:**

It is requested that Council adopt Resolutions No. 2014-128 and 2014-129 and introduce Ordinance No. 2014-17 approving the proposed 13-lot Tentative Map with one Grading Exemption on 4.2 acres, a Development Agreement with a five-year term to authorize construction of the residential subdivision within the North Broadway Deficiency Area, and authorize an application to the Local Agency Formation Commission (LAFCO) for annexing 5.7 acres that includes the proposed Tentative Map, three adjacent vacant properties, and the bordering streets of Stanley and Lehner Avenues and Ash Street. Also recommended for approval is the Mitigated Negative Declaration with mitigation measures to reduce potential biological, noise, hydrology, and traffic/transportation impacts to a less than significant level.

**PLANNING COMMISSION RECOMMENDATION:**

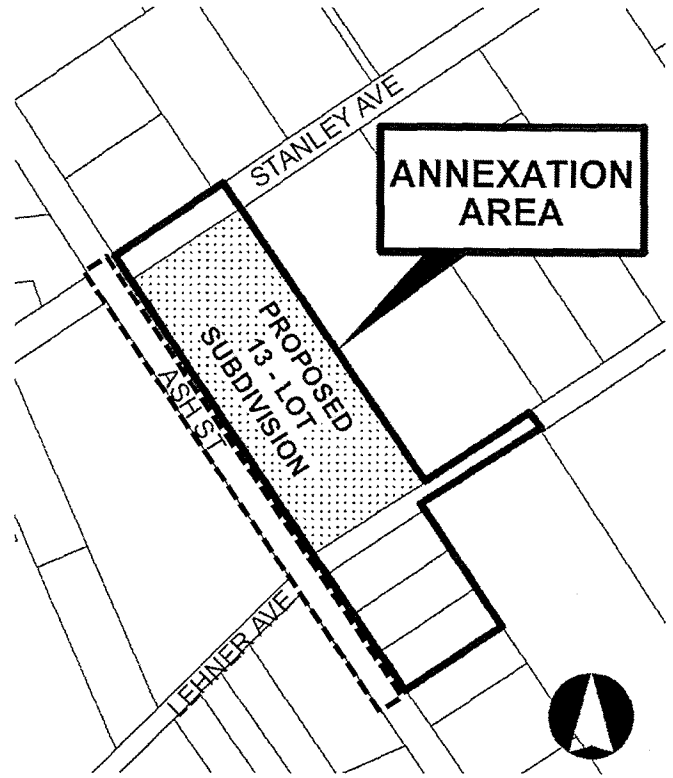
On August 12, 2014, the Planning Commission voted 5:0 (Hale, Weber absent) to recommend approval of the proposed 13-lot Tentative Map with one Grading Exemption, Development Agreement and Annexation. Copies of the Planning Commission draft minutes, staff report exhibits and the Mitigated Negative Declaration are attached; to see the full Planning Commission staff report, refer to the following link: <http://www.escondido.org/Data/Sites/1/media/agendas/PC/2PCPacket081214.pdf>

**PROJECT DESCRIPTION:**

A proposed Tentative Subdivision Map with 13 single-family residential lots and one grading exemption for a fill slope up to 13 feet in height on a 4.2-acre parcel in the R-1-10 (Single-family Residential – 10,000 SF minimum lot size) pre-zone. Proposed lot sizes range from 10,000 SF to 17,529 SF. Access to the new residences would be provided from a single cul-de-sac street extending south from Stanley Avenue. The project also includes a proposed Development Agreement with a five-year term to authorize residential construction within the North Broadway Deficiency Area. The terms of the agreement would allow the developer to proceed with construction of 13 residences in return for upgrading existing street and water infrastructure in the area. The developer also would be obligated to pay additional deficiency fees towards future construction of priority street and drainage improvements in the North Broadway area.

LOCATION:

The project site is located on the southern side of Stanley Avenue and both sides of Lehner Avenue, between Conway Drive and Ash Street. The site proposed for subdividing is addressed as 2056 Ash Street. Three vacant properties south of Lehner Avenue included in the annexation are identified by Assessor Parcel Numbers (APN 224-142-26, 27, 28) and have no development proposed at this time. The annexation boundary includes the adjacent streets of Stanley and Lehner Avenues, and Ash Street.



FISCAL ANALYSIS:

In return for being allowed to proceed with residential construction prior to improving infrastructure in the area, the Development Agreement includes a term that requires the owner to pay \$12,500 per approved residential lot ("Deficiency Fee") to finance traffic and drainage improvements in the vicinity of the project. The total value of the fee for 13 lots is \$162,500.

GENERAL PLAN ANALYSIS:

The project density of 3.09 dwellings per acre with 10,000 sq. ft. minimum lot sizes conforms to the General Plan Suburban land use designation which allows up to 3.3 dwelling units per acre.

ENVIRONMENTAL REVIEW:

A Mitigated Negative Declaration was issued on June 20, 2014. Mitigation measures were developed to reduce potential biological, noise hydrology and traffic/transportation impacts to a less than significant level. The annexation boundary analyzed in the environmental review did not include the Ash Street right-of-way. Upon further consideration staff recommends including this segment of Ash Street in the annexation (see above graphic). Conditions for the subdivision include extensive improvements for this segment of Ash Street. Annexing the right-of-way will streamline the development process by enabling the street improvement plans to be processed by the City rather than through the County Department of Public Works.

The California Environmental Quality Act (CEQA) allows projects to be modified by an *Addendum* after the City Council certifies the Mitigated Negative Declaration, provided the modification does not create new or increased environmental impacts. An Addendum can be justified because the modification only involves a jurisdictional change and the General Plan anticipates Ash Street becoming part of the city's roadway system. Additionally, the expanded annexation area is within existing right-of-way, no sensitive vegetation will be impacted, and the design standards between the City and County are comparable. The Addendum does not require separate City Council approval.

PREVIOUS ACTION:

The 28-acre block bounded by Ash and Conway Streets, Stanley and Lehner Avenues involves numerous recently approved subdivisions with associated Development Agreements. The City Council approved Development Agreements for two residential subdivisions involving 27 units on December 4, 2013, (Tract 889 and Tract 894). On June 18, 2014, the City Council approved Development Agreements for two additional subdivisions involving 32 units. The Council has previously determined that \$12,500/lot was the appropriate fee amount for construction of priority street and drainage projects in the area.

BACKGROUND:

The 4.2-acre proposed for the 13-lot Tentative Map is within a larger unincorporated County 'island' that was pre-zoned R-1-10 (single family residential; 10,000 SF minimum lot size) in the early 1980s. Annexation of the entire 'island' involving several hundred acres was attempted at that time. Based on the territory's acreage and number of property owners, the annexation was subject to a public vote of the residents within the affected area, which failed. Several smaller annexations have been processed slowly reducing the size of the unincorporated 'island' since that time. The properties in the 28-acre block bounded by Ash and Conway Streets, Stanley and Lehner Avenues (east of the subject site) were annexed into the city in 2006.

The proposed Tentative Map is planned for annexation and development in conjunction with five adjacent incorporated properties under separate ownerships within the block bounded by Ash and Conway Streets, Stanley and Lehner Avenues. Pacific Land Investors (the applicant) has secured Tentative Map approvals on four of the five adjacent parcels within the block and is drafting plans for the most easterly lot adjacent to Conway Drive, which would give the applicant control to redevelop the entire block with the exception of five existing residences on the southern side of Stanley Avenue in the vicinity of Weiss Way (see Planning Commission staff report Exhibit 1).

It is anticipated that the applicant's assemblage of all these properties could yield a total of approximately 87 new lots within the block. The applicant is currently marketing this concept to homebuilders and it is anticipated that one builder could construct all of these subdivisions as a single project. If that occurs, it is likely that an alternative mass grading plan will be processed as opposed to the individual grading designs developed for each subdivision.

As part of the annexation process the applicant conducted a survey of surrounding property owners to determine whether adjacent unincorporated property owners were interested in joining the annexation. The property owner of three vacant properties totaling approximately 1.5 acres on the south side of Lehner Avenue has been included in the annexation based on his interest in developing in the future. No development plans for these vacant properties are pending at this time and would be subject to separate approval.

PLANNING COMMISSION RECOMMENDATION AND SUMMARY:

On August 12, 2014, the Planning Commission voted 5:0 (Hale, Weber absent) to recommend approval of the proposed 13-lot Tentative Map with one Grading Exemption, Development Agreement and Annexation. The commissioners were familiar with the area as having been recently involved in recommending approval of the adjacent subdivisions and related Development Agreements. Commissioner Johns asked staff about the proposed subdivision compared to the grading concept for the entire block under a master plan design involving the other subdivisions. Specifically that the master grading plan involving the entire block proposes a much larger drainage detention basin and fewer dwellings. Staff responded that the master plan design may involve a reduction of units to facilitate a more cost effective drainage design but could still be approved under a 'Substantial Conformance' process provided the redesign did not include more lots than originally approved. Commissioner Winton inquired whether the proposal was paying its proportionate share towards the cost of installing a traffic signal at the intersection of Ash Street and Vista Avenue. Staff responded in the affirmative.

PUBLIC INPUT:

One resident expressed his concerns regarding potential traffic and water retention issues, specifically that the newly installed stop sign at Lehner Avenue and Ash Street created traffic congestion during school hours. He felt an east/west turn lane should be provided at both Lehner and Stanley Avenues. He also felt the project would have issues with water running off and impacting Lehner Avenue.

Staff responded that the project will be required to improve the intersection along its frontage at Stanley Avenue, and the Ash Street and Lehner Avenue intersection will incorporate dedicated turning lanes to accommodate school traffic. Drainage issues will be addressed by the on-site basin for treatment and flows that exceed the basin's capacity will be conveyed to an existing 66-inch diameter storm drain beneath Lehner Avenue that flows into Reidy Creek.

DISCUSSION:

The applicant is proposing one Grading Exemption for a 13-foot high fill slope adjacent to Ash Street that exceeds the maximum height of 10 feet for slopes within 50 feet of the property boundaries. The slope areas would be most visible from western properties located across Ash Street. Views of the slope areas will not be unimpeded as the slopes would be partially screened by landscaping. Both Planning Commission and staff feel the proposed exemption would be appropriate given the screening that will occur and the minimal increase over the allowed height specified in the Grading Ordinance.

The applicant has indicated that he intends to market all of his "Stanley Block" subdivisions together to a single homebuilder. It is anticipated that the homebuilder would then revise all of the individual grading plans as a single grading plan that employs a comprehensive drainage design and eliminates mid-slope property lines between the tracts. If the properties are consolidated into a single development, the proposed Development Agreement includes language that specifies the property lines between the individual tracts would no longer be considered exterior boundaries. This may eliminate the proposed Grading Exemption because the 13-foot-high slope may be reduced based on grading that occurs elsewhere on the site.

September 10, 2014

The project site is in the North Broadway Deficiency Area, which is an area identified by the Citywide Facilities Plan as having critical infrastructure deficiencies. Sections 33-1431 through 1433 of the Escondido Zoning Code require the implementation of a Development Agreement in conjunction with new residential development in this area to ensure the proposed project either provides facilities necessary to upgrade existing deficiencies or financially participates towards their solution. The proposed terms of the five-year agreement include the payment of a per/unit deficiency fee for priority street and drainage improvements, repayment of a proportionate share of water line upgrade costs in Stanley Avenue, and participation in the cost of upgrades to street intersections in the area.

The proposed terms in the agreement list specific obligations that are the responsibility of both the developer ("Owner") and the City. The key terms for the Owner include the following:

1. Owner pays current fee rates in effect at the time fees are incurred.
2. Owner pays the City \$12,500 per approved residential lot ("Deficiency Fee") to finance traffic and drainage improvements in the vicinity of the project.
3. Owner constructs or provides a proportionate share payment (\$3,555/unit) for construction of the new 12" water line in Stanley Avenue.
4. Owner constructs or provides a proportionate share payment (\$1,211/unit) for construction of improvements at North Ash Street / Lehner Avenue intersection.
5. Owner constructs or provides a proportionate share payment (\$825/unit) for construction of improvements at North Ash Street / Vista Avenue intersection.
6. Owner provides a proportionate share payment (\$2,216/unit) for future reimbursement to the developer/owner that completes construction of the future traffic signal at the North Ash Street / Vista Avenue intersection.
7. Owner constructs off-site pedestrian walkways on Ash Street and Conway Drive.
8. If not already completed, Owner constructs off-site 24" water line in Conway Drive (between Lehner Avenue and Stanley Avenue).

The proposed Development Agreement obligates the City to the following terms:

1. City allows Owner to perform onsite project grading and offsite road construction and water line installation prior to approval of a Final Map subject to approval of customary plans and agreements.
2. City guarantees sewer connection rights for a period of one year.
3. City spreads construction costs by requiring the same proportionate share payments for future Development Agreements in the "Stanley block."



4. If Owner constructs the 24" water line in Conway Drive (No. 8 above), City waives \$64,311.50 of the project's water connection fees.
5. City cooperates with Owner to obtain finding of Substantial Conformance and redefine Grading Exemptions if project grading design changes as part of a mass grading plan that incorporates multiple Tentative Maps in the "Stanley block."

The terms of the Development Agreement were fashioned in response to known infrastructure needs in the North Broadway Deficiency Area as well as the projected traffic impacts from all of the applicant's approved, pending and anticipated residential developments in the Stanley/Lehner area. The traffic analysis for the project included a cumulative analysis that indicated what street improvements would be needed if all the applicant's proposed developments were constructed. Many of the identified traffic impacts were not triggered by the proposed development alone, but the proposal cumulatively contributes to an identified threshold (40 units) where improvements would be required. Therefore, a proportionate share payment towards those upgrades has been included in the Development Agreement terms.

The payment of the \$12,500 per unit "North Broadway Deficiency Fee" for the future construction of priority street and drainage improvements in the North Broadway area was established by the City Council several months ago during hearings for Development Agreements for Tract 889 and Tract 894 located in the same block as the proposed subdivision. It is anticipated that this fee will be applied to all future Development Agreements in the North Broadway Deficiency Area.

Respectfully Submitted,



Barbara J. Redlitz  
Director of Community Development



Jay Petrek  
Assistant Planning Director

## PLANNING COMMISSION

Agenda Item No.: G.1  
Date: August 12, 2014

**CASE NUMBER:** SUB 13-0011, PHG 13-0043, PHG 13-0044, ENV 13-0015

**APPLICANT:** Pacific Land Investors, LLC

**LOCATION:** The project site is located on the eastern side of Ash Street between Stanley and Lehner Avenues addressed as 2056 Ash Street.

**TYPE OF PROJECT:** Tentative Map with Grading Exemptions, Development Agreement and Annexation

**PROJECT DESCRIPTION:** Annexation totaling 5.7 acres involving development of a 13-lot tentative tract map with proposed lot sizes ranging from 10,000 – 17, 529 SF, grading exemptions for peripheral fill slopes up to 13 feet in height, demolition of 1 single family dwelling, related storage structures, and on-site vegetation in the R-1-10 zone (single-family units – 10,000 SF minimum lot size) on 4.2 acres. Annexation also includes three adjacent vacant properties on the south side of Lehner Avenue (no development proposed) on 1.5 acres. The request includes detachment from County Special District 135, construction of various on and off-site streets and utilities infrastructure on portions of Ash Street, Stanley and Lehner Avenues fronting the project. A Development Agreement is also proposed with a five-year term that authorizes construction in exchange for upgrading existing water, street and drainage infrastructure in the area as well as additional fees toward future construction of priority street and drainage improvements in the North Broadway area.

**STAFF RECOMMENDATION:** Approval

**GENERAL PLAN DESIGNATION:** Suburban (up to 3.3 dwelling units per acre)

**ZONING:** PZ R-1-10 (Pre-zone Single-family Residential – 10,000 SF minimum lot size)

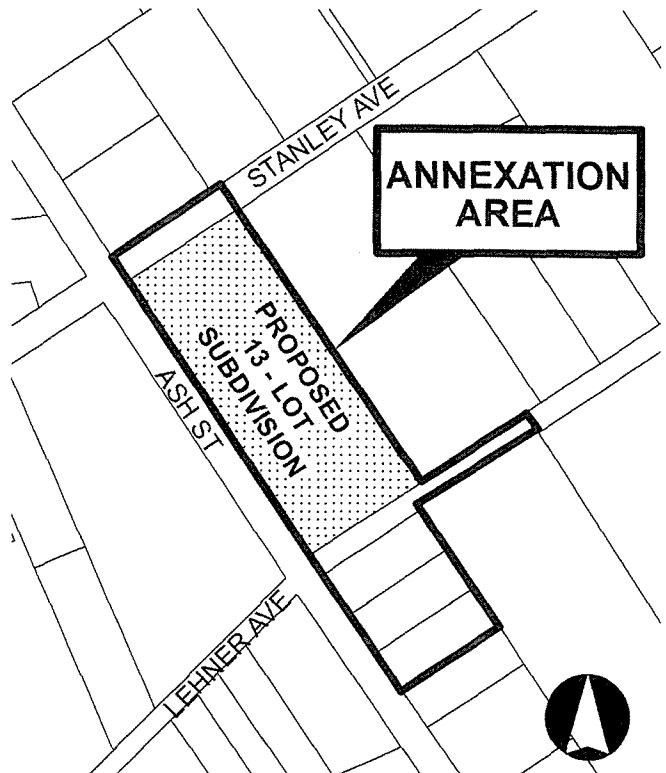
**BACKGROUND/SUMMARY OF ISSUES:** The 4.2-acre proposed for the 13-lot Tentative Map is within a larger unincorporated County 'island' that was rezoned R-1-10 (single family residential; 10,000 SF minimum lot size) in the early 1980s. Annexation of the entire 'island' involving several hundred acres was attempted at that time. Based on the territory's acreage and number of property owners the annexation was subject to a public vote of the residents within the affected area, which failed. Since that time several smaller annexations have been processed slowly reducing the size of the unincorporated 'island.'

The proposed Tentative Map is planned for annexation and development in conjunction with five adjacent incorporated properties under separate ownerships within the approximate 28-acre block bounded by Ash and Conway Streets, Stanley and Lehner Avenues. Pacific Land Investors (the applicant) has secured Tentative Map approvals on four of the five adjacent parcels within the block and is drafting plans for the most easterly lot adjacent to Conway Drive, which would give the applicant control to redevelop the entire block with the exception of five existing residences on the southern side of Stanley Avenue in the vicinity of Weiss Way.

It is anticipated that the applicant's assemblage of all these properties could yield a total of approximately 87 new lots within the block. The applicant is currently marketing this concept to homebuilders and it is anticipated that one builder could construct all of these subdivisions as a single project. If that occurs, it is likely that an alternative mass grading plan will be processed as opposed to the individual grading designs developed for each subdivision (See Exhibit 1 on page 7).

As part of the annexation process the applicant conducted a survey of surrounding property owners to determine whether adjacent unincorporated property owners were interested in joining the annexation. The property owner of three vacant properties totaling approximately 1.5 acres on the south side of Lehner Avenue has been included in the annexation based on his interest in developing in the future. No development plans for these vacant properties are pending at this time and would be subject to separate approval.

The project site is in the North Broadway Deficiency Area, which is an area identified by the Citywide Facilities Plan as having critical infrastructure deficiencies. Sections 33-1431 through 1433 of the Escondido Zoning Code require the implementation of a Development Agreement in conjunction with new residential development in this area to ensure the proposed project either provides facilities necessary to upgrade existing deficiencies or financially participates towards their solution. A draft Development Agreement has been attached to this staff report. The proposed terms of the agreement include the payment of a per/unit deficiency fee for priority street and drainage improvements, repayment of a proportionate share of water line upgrade costs in Stanley Avenue, and participation in the cost of upgrades to street intersections in the area.



Staff feels that the issues are as follow:

1. Appropriateness of the proposed grading exemptions and alternative mass grading plan.
2. Whether the proposed Development Agreement adequately addresses infrastructure deficiencies in the area.
3. Whether the proposed annexation is an appropriate expansion for the City.

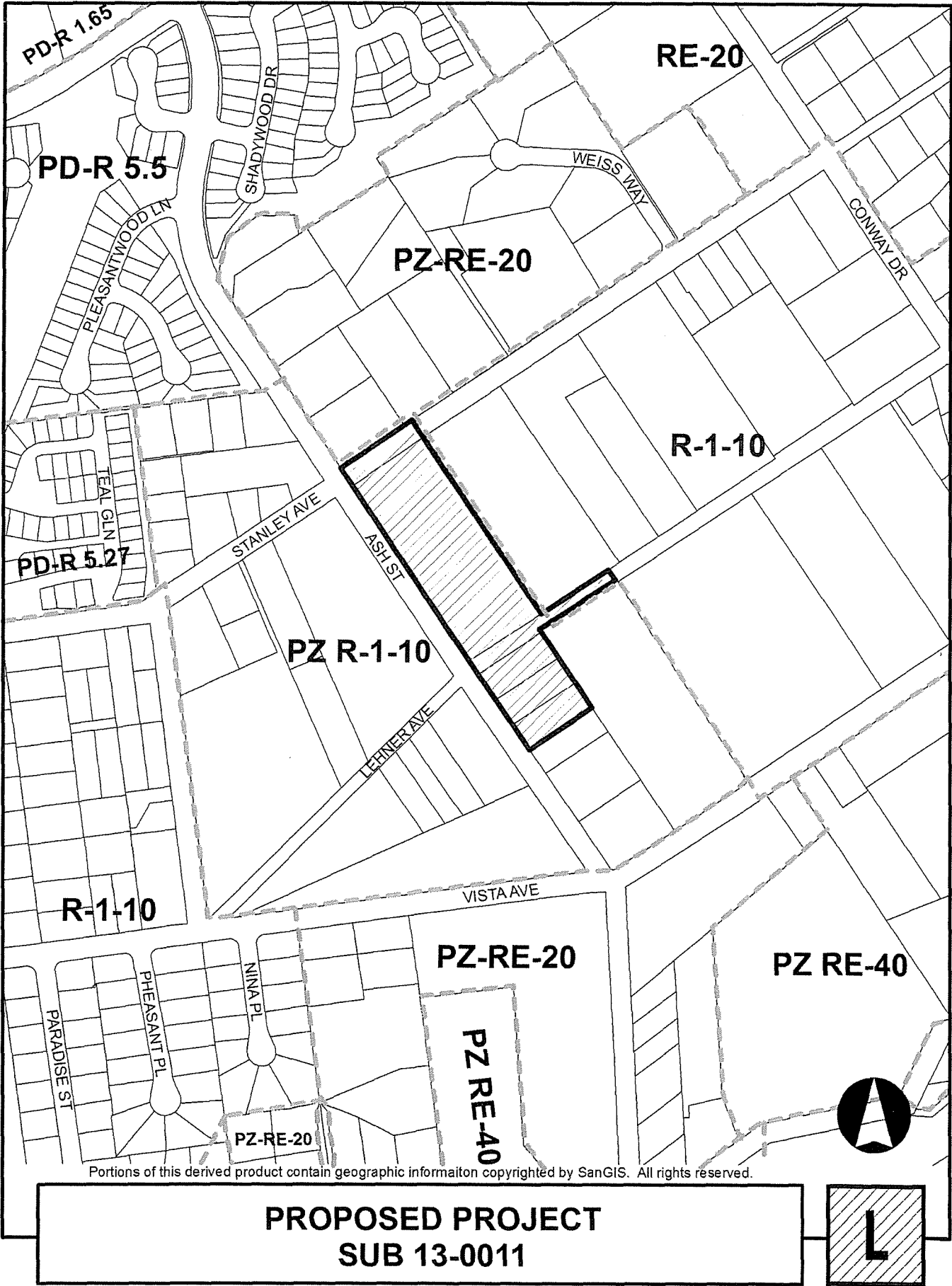
**REASONS FOR STAFF RECOMMENDATION:**

1. The applicant is proposing one Grading Exemption up to 13 feet in height for a small portion of a graded slope area that exceeds 10 feet in height within 50 feet of the property boundaries near the corner of Stanley Avenue and Ash Street. The slope areas would be most visible from western properties across Ash Street. Staff feels the proposed exemption would be appropriate given its limited height and that screening that will occur, combined with limited view opportunities from existing nearby residences.
2. Staff feels the Deficiency Fee and other terms proposed in the Development Agreement are reasonable and prudent since the agreement will allow the construction of the residential development and street and water line improvements in a coordinated fashion that will result in reduced costs while maximizing public and private resources to construct necessary public infrastructure at the earliest practicable time.
3. The annexation area is located in the city's Sphere of Influence within an 'island' of unincorporated territory surrounded by Escondido's corporate boundaries. Including this territory with the City will reduce the fragmented jurisdictional boundaries and enhance efficiencies for providing services to affected residents by consolidating public services.

Respectfully Submitted,



Jay Petrek, AICP  
Assistant Planning Director

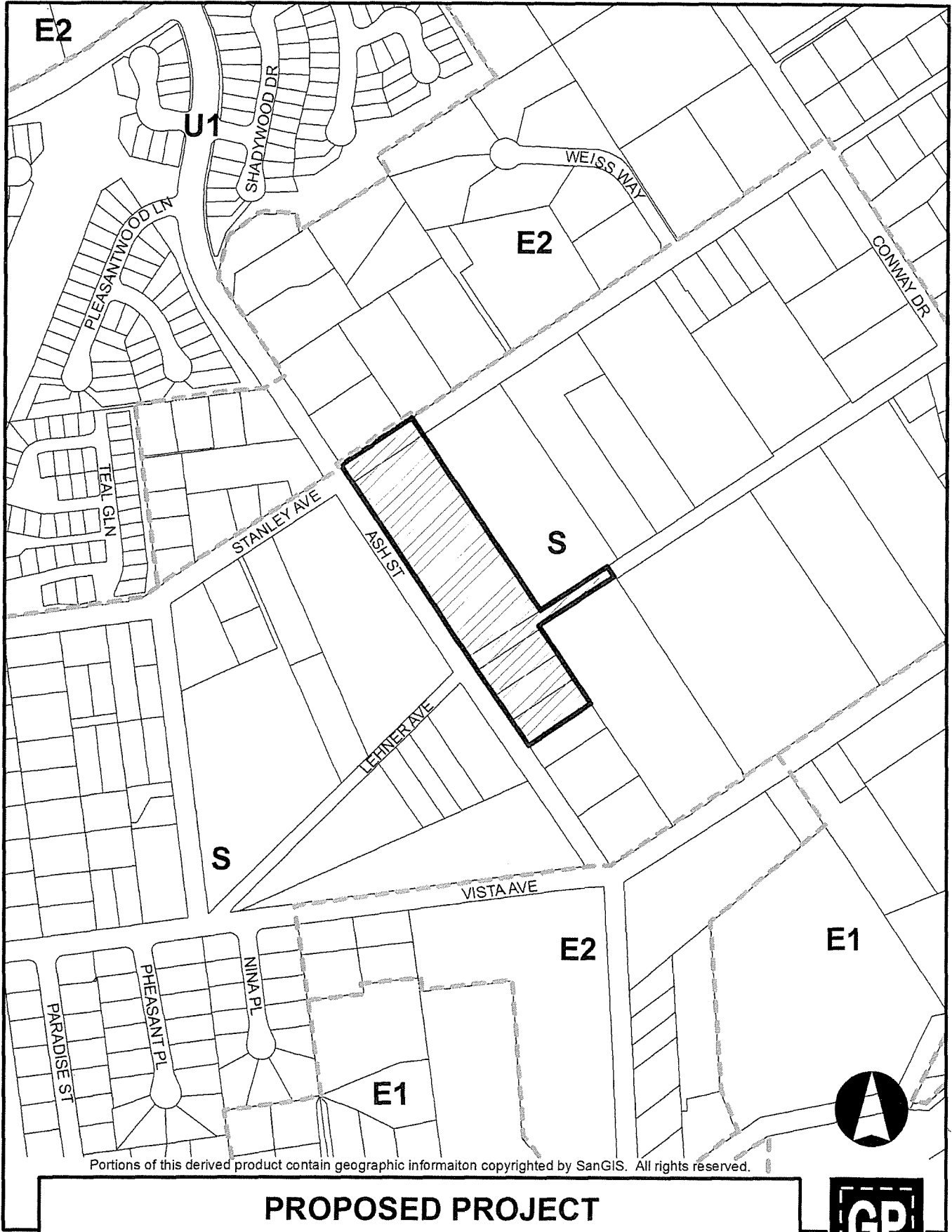


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**PROPOSED PROJECT**  
**SUB 13-0011**



LOCATION/ZONING

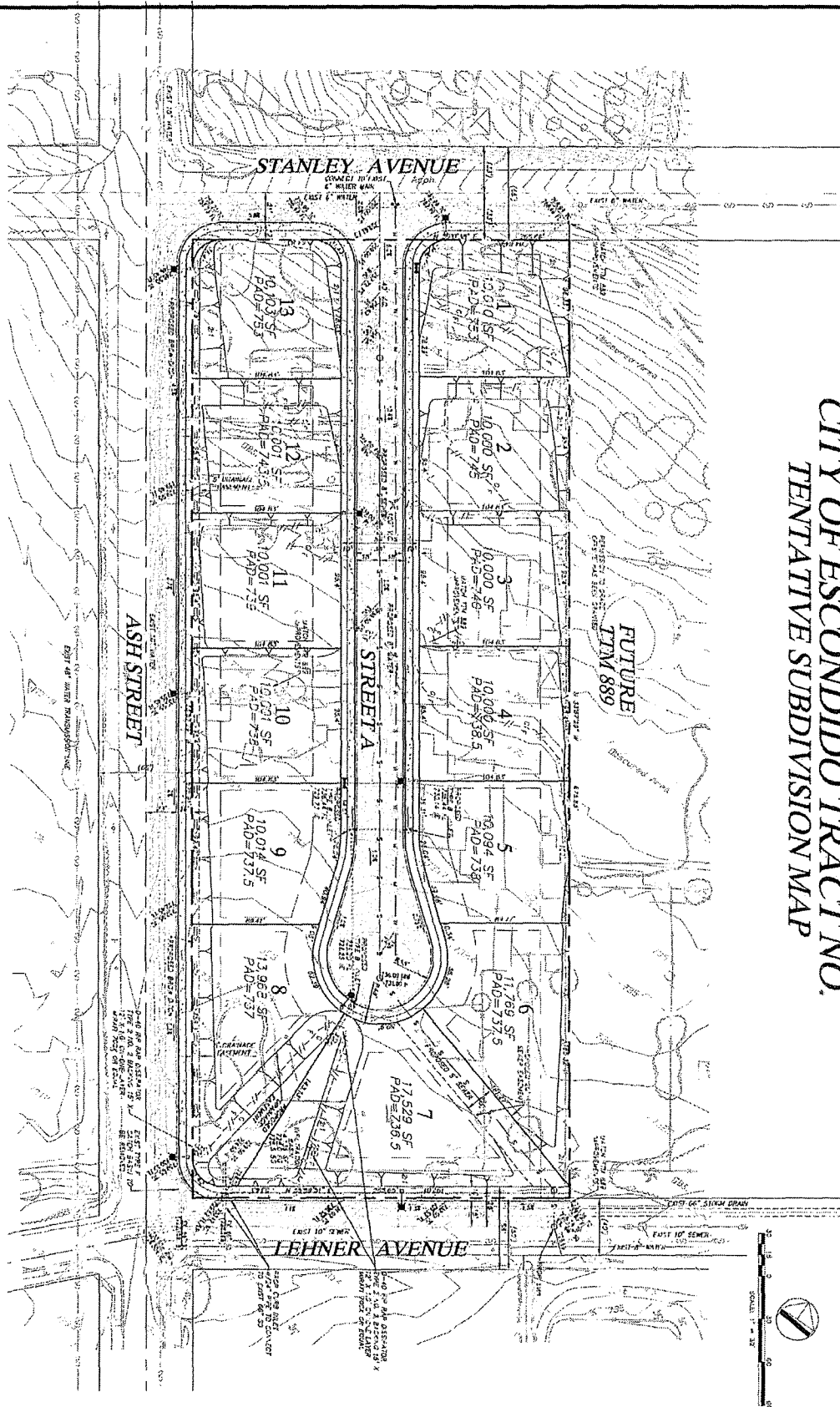


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**PROPOSED PROJECT  
SUB 13-0011**



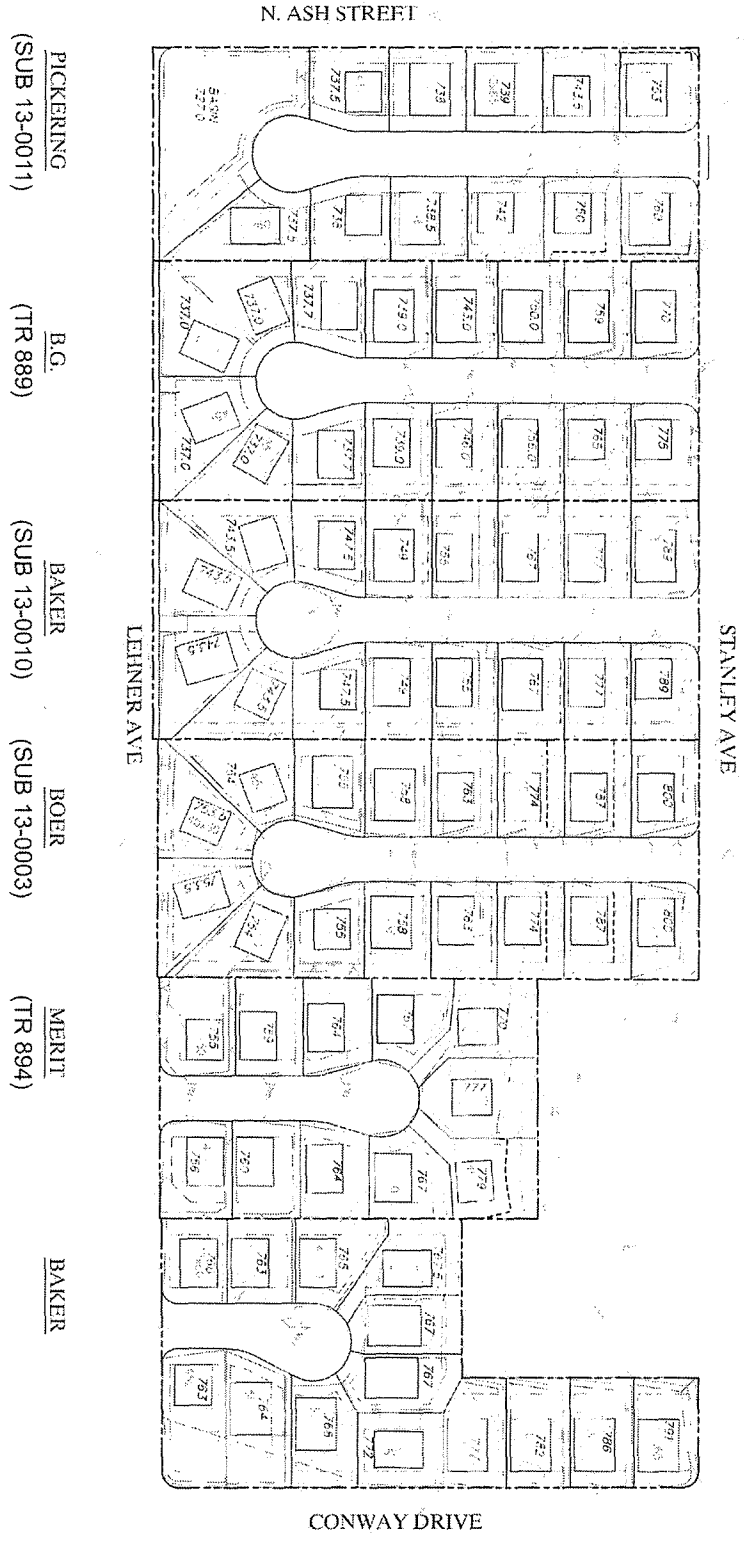
CITY OF ESCONDIDO TRACT NO.  
TENTATIVE SUBDIVISION MAP



**PROPOSED PROJECT  
SUB 13-0011**



SITE PLAN



**EXHIBIT 1**  
**“STANLEY AVENUE BLOCK”**  
**ALTERNATIVE GRADING DESIGN CONCEPT**





## ANALYSIS

### **A. LAND USE COMPATIBILITY/SURROUNDING ZONING**

NORTH - PZ-RE-20 zoning (County with a City pre-zone of RE-20 Residential Estates – 20,000 SF minimum lot size) – Single-family residences on lots ranging from approximately 15,000 SF to 2.96 acres in size are located across Stanley Avenue from the project site.

SOUTH - R-1-10 zoning (Single-Family Residential – 10,000 SF minimum lot size) – Single family residences further south along Ash Street. Rincon Middle School is located on a 18.25-acre site directly across Lehner Avenue and east of the project site.

EAST - R-1-10 zoning – A vacant 5-acre parcel of land is located along the eastern boundary of the site that the applicant has under contract. The property is a previously approved Tentative Map for a 16-lot single-family residential subdivision (Tract 889) utilizing a design that is very similar to the proposed project.

WEST - R-1-10 zoning – (County with a City pre-zone of R-1-10) Across Ash Street is a vacant 5.14-acre parcel north of Lehner Avenue, and a 1.2-acre parcel south of Lehner Avenue with a single family residence.

### **B. AVAILABILITY OF PUBLIC SERVICES**

1. Effect on Police Service – The Police Department has expressed no concern regarding their ability to provide service to the site.
2. Effect on Fire Service – The site is served by Fire Station No. 7 located approximately 1.5 miles south of the site at 1220 North Ash Street. The project would incrementally increase the need for service in the area by adding 13 single-family residences. Consistent with the Citywide Facilities Plan, this increase would be offset by the payment of Public Facilities Fees paid at the time of building permit issuance. One engine and two ambulances will respond from Station #7 within the seven and one-half minute response time specified for urbanized areas in the General Plan. The Fire Department has indicated that adequate services can be provided to the site and the proposed project would not impact levels of service.
3. Traffic – A project-specific Traffic Impact Analysis (TIA) was performed by LLG Engineers (April 4, 2014) to analyze the project's potential impacts on existing and future transportation and traffic conditions in the project area. The project takes access from Stanley Avenue, which is classified as a Local Collector (66' r.o.w.) in the Circulation Element of the Escondido General Plan. Stanley Avenue operates at Level of Service (LOS) "C" or better under existing improvement conditions with 660 average-daily-trips (ADTs). The project is calculated to generate 140 daily trips with 11 trips (3 inbound/8 outbound) in AM peak hour and 14 trips (10 inbound/4 outbound) during PM peak hour.

Project traffic impacts at intersections and along roadway segments were determined using the following scenarios: Existing Condition (based on new traffic counts); Existing + Project Traffic Condition; Existing + Cumulative Projects Traffic Condition; and Existing + Cumulative Projects + Project Traffic Condition. Another scenario (+ Adjacent Residential Projects) included all of the potential residential developments in the area currently being processed or contemplated by the applicant.

The cumulative analysis takes into account planned future changes to the roadway system. Specifically, another proposed subdivision by the applicant at Lehner and Vista is currently being analyzed by the City that involves the closure of the intersection of Lehner Avenue and Vista Avenue and the change of Lehner Avenue from a through street between Vista Avenue and N. Ash Street to a cul de sac with access only from N. Ash Street. The cumulative analysis determined that all the study area intersections are calculated to continue to operate at LOS C or better during both the AM and PM peak hours with the exception of the intersections of N. Broadway / Stanley Avenue and N. Ash Street / Lehner Avenue, which will both continue to operate at LOS D during the AM peak hour; and with the exception of the intersection of N. Ash Street and Vista Avenue, which is forecast to continue to operate at LOS F during the AM peak hour. Based on the significance criteria thresholds (increase in delay), the project's cumulative impacts on the intersection of N. Ash Street / Vista Avenue would be considered significant. All of the study area street segments are calculated to continue operation at LOS C or better on a daily basis. Therefore, the project would have no significant impacts on street segment operation based on significance criteria thresholds

A Mid-Afternoon peak hour intersection analysis was conducted for all analysis scenarios to determine the operations at the N. Ash Street / Lehner Avenue and N. Ash Street / Vista Avenue intersections during the afternoon school bell release time. Peak hour counts were conducted between 2:00 PM and 4:00 PM. The mid-afternoon peak hour analysis determined that the project would have potentially significant impacts to the two intersections under the Existing + Project + Adjacent Residential Project conditions and cumulatively under Existing + Project + Total Cumulative Project Conditions. Potentially significant impacts would be associated with the change in LOS at N. Ash Street / Vista Avenue and with the anticipated delays in service at both intersections.

The Traffic Impact Analysis (TIA) prepared for this project analyzed the near-term intersection operations, near-term street segment operations, highway capacity, traffic volumes associated with the Project + Adjacent Projects, and traffic volumes associated with the Project + future (cumulative) projects. Under the scenarios analyzed for Existing + Project + "Adjacent" Residential Projects; Existing + Project + Total Cumulative Projects; and for near-term and cumulative operations during the mid-afternoon time-frame; the project was found to result in potentially significant impacts to the intersections of N. Ash Street / Lehner Avenue and N. Ash Street / Vista Avenue. The potentially significant impacts are associated with the anticipated change in LOS at N. Ash Street / Vista Avenue and with the anticipated service delays at both intersections. Mitigation measures were developed to provide improvements at both of these intersections along with associated street improvements, and for paying a fair-share contribution to the future signalization of the intersection of N. Ash Street / Vista Avenue. Implementation of these mitigation measures and others in the traffic section of the Mitigated Negative Declaration will reduce potential traffic impacts to below significance.

4. Utilities – In the proposed Development Agreement for the project, the City acknowledges that it will have sufficient capacity in its infrastructure services and utility systems, including, flood control, sewer collection, sewer treatment, sanitation service and, except for reasons beyond the City's control, 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 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. However, the City has indicated that it can guarantee sufficient capacity for sewer collection, sewer treatment and sanitation service for the Project for only one (1) year from the Effective Date of the Development Agreement. The applicant acknowledges the risk of not having sufficient wastewater service availability should he not commence construction of the development within this one-year timeframe.

The Development Agreement for Tract 889 (previously approved by the City) located on the eastern boundary of the subject property requires Tract 889 to install a 12" water line in Stanley Avenue. The proposed development would benefit from the installation of that water line and the project's Development Agreement provides for the reimbursement of funds to the owner of Tract 889 for the installation of the 12" water line in Stanley Avenue in the amount of \$3,555 per unit.

5. Drainage – The project site is not located within a 100-year Flood Zone as indicated on current FEMA maps. There are no significant drainage courses within or adjoining the property. To account for the increase in impervious surface on site, the project includes the construction and maintenance of a bio-retention basin at the south end of the property. The basin will provide both hydromodification by retaining the peak flow volumes and peak flow velocities, and treatment prior to discharge to the existing 66-inch concrete storm drain pipe in Lehner Avenue. The project will also contribute to off-site drainage improvements through payment of a Community Benefit Fee/Infrastructure Deficiency Fee as described in the project's Development Agreement with the City. The project does not materially degrade the levels of service of the existing drainage facilities.

### **C. ENVIRONMENTAL STATUS**

1. A Mitigated Negative Declaration was issued on June 20, 2014. Mitigation measures were developed to reduce potential biological, noise, hydrology and traffic/transportation impacts to a less than significant level.
2. In staff's opinion, no significant issues remain unresolved through compliance with code requirements, recommended mitigation measures and the recommended conditions of approval.

### **D. CONFORMANCE WITH CITY POLICY/ANALYSIS**

#### Appropriateness of the Proposed Grading Exemptions and Alternative Mass Grading Plan

The project site slopes down approximately 25 feet from north (Stanley Avenue) to south (Lehner Avenue). The project design includes a single cul-de-sac street extending south from Stanley Avenue with lots on both sides of the street. The proposed building pads generally step down the site from north to south with differences in pad heights being higher near the upper portion of the site and lower at the bottom of the site. The Escondido Grading Ordinance (EZC Section 33-1066) limits cut and fill slopes to a maximum height of 20 feet with an additional limitation of 10 feet in height for fill slopes within 50 feet of an existing property line. The code provides for a Grading Exemption process where these limits can be exceeded through a discretionary permit approved by the Planning Commission.

The applicant is proposing one Grading Exemption of 13 feet (3 feet above the 10-foot maximum height for slopes within 50 feet of the property boundary) on the western side of the site. The additional height is for a small portion of the proposed graded slope adjacent to Ash Street. The height of the slope is generally driven by the site topography and the desire to balance cut and fill material on the property. The slope area would be most visible from western properties and along Ash Street. Views of the slope areas will not be unimpeded as the slopes would be partially screened by the future landscaping. Staff feels the proposed exemption would be appropriate given the landscape screening that will occur, and that the Grading Exemption is minor in nature and will not overwhelm the area.

As mentioned earlier in this staff report, the applicant owns or controls most of the property within the "Stanley Block" (Stanley Avenue to the north, Lehner Avenue to the south, Ash Street to the west and Conway Drive to the east) with the exception of five single-family residences on Stanley Avenue. A total of six individual subdivisions on this block with up to 87 new lots have been approved or are in some stage of the entitlement process. The applicant has indicated that he intends to market all of the subdivisions together to a single homebuilder. It is anticipated that the homebuilder would then revise all of the individual grading plans to a single grading plan that employs a comprehensive drainage plan and eliminates mid-slope brow ditches and property lines between the tracts. The applicant has provided the attached conceptual "Alternative Grading Design" to depict how the grading could potentially change under this scenario (Exhibit 1). This could affect the height and location of the grading exemption being considered by the Planning Commission as part of this approval. A review of the alternative grading design concept for the subject area indicates the fill slopes would stay within the 20-foot maximum height under consideration. However, the proposed Grading Exemptions would not be considered Grading Exemptions if the proposed slopes were not located within 50 feet of the exterior property lines. Fill slopes located more than 50 feet from an exterior boundary are permitted to be up to 20 feet in height. If the properties are consolidated into a single development, the proposed Development Agreement includes language that specifies the property lines between the individual tracts would no longer be considered exterior boundaries. This would likely eliminate most of the proposed Grading Exemptions approved for other Tentative Maps within the "Stanley Block."

#### Whether the Proposed Development Agreement Adequately Addresses Infrastructure Deficiencies in the Area

The North Broadway Deficiency Area allows the timely processing and development of residential projects in areas where known infrastructure deficiencies exist when accompanied by a Development Agreement. The Development Agreement facilitates the construction of public infrastructure necessary to upgrade existing deficiencies and/or includes a proportionate share payment towards neighborhood infrastructure. The proposed Development Agreement would be in effect for five years and would extend the life of the Tentative Map for that same period.

The proposed terms in the agreement list specific obligations that are the responsibility of both the developer ("Owner") and the City. The key terms for the Owner include the following:

1. Owner pays current fee rates in effect at the time fees are incurred.
2. Owner pays the City \$12,500 per approved residential lot ("Deficiency Fee") to finance traffic and drainage improvements in the vicinity of the project.

3. Owner constructs or provides a proportionate share payment (\$3,555/unit) for construction of the new 12" water line in Stanley Avenue.
4. Owner constructs or provides a proportionate share payment (\$1,211/unit) for construction of improvements at North Ash Street / Lehner Avenue intersection.
5. Owner constructs or provides a proportionate share payment (\$825/unit) for construction of improvements at North Ash Street / Vista Avenue intersection.
6. Owner provides a proportionate share payment (\$2,216/unit) for future reimbursement to the developer/owner that completes construction of the future traffic signal at the North Ash Street / Vista Avenue intersection.
7. Owner constructs off-site pedestrian walkways on Ash Street and Conway Drive.
8. If not already completed, Owner constructs off-site 24" water line in Conway Drive (between Lehner Avenue and Stanley Avenue).

The proposed Development Agreement obligates the City to the following terms:

1. City allows Owner to perform onsite project grading and offsite road construction and water line installation prior to approval of a Final Map subject to approval of customary plans and agreements.
2. City guarantees sewer connection rights for a period of one year.
3. City spreads construction costs by requiring the same proportionate share payments for future Development Agreements in the "Stanley block."
4. If Owner constructs the 24" water line in Conway Drive (No. 8 above), City waives \$64,311.50 of the project's water connection fees.
5. City cooperates with Owner to obtain finding of Substantial Conformance and redefine Grading Exemptions if project grading design changes as part of a mass grading plan that incorporates multiple Tentative Maps in the "Stanley block."

The terms of the Development Agreement were fashioned in response to known infrastructure needs in the North Broadway Deficiency Area as well as the projected traffic impacts from all of the applicant's approved, pending and anticipated residential developments in the Stanley/Lehner area. The traffic analysis for the project included a cumulative analysis that indicated what street improvements would be needed if all the applicant's proposed developments were constructed. Many of the identified traffic impacts were not triggered by the proposed development alone, but the proposal cumulatively contributes to an identified threshold (40 units) where improvements would be required. Therefore, a proportionate share payment towards those upgrades has been included in the Development Agreement terms.

The payment of the \$12,500 per unit "North Broadway Deficiency Fee" for the future construction of priority street and drainage improvements in the North Broadway area was established by the City Council several months ago during hearings for Development Agreements for Tract 889 and Tract 894 located in the same block as the proposed subdivision. It is anticipated that this fee will be applied to all future Development Agreements in the North Broadway Deficiency Area.

The proposed Development Agreement obligates the City to cooperate if the applicant sells multiple Tentative Maps he owns or is processing in the "Stanley block" (Stanley Avenue to the north, Lehner Avenue to the south, Ash Street to the west and Conway Drive to the east) to a homebuilder who wants to construct them as a single project. This would likely result in a revised mass grading plan that would eliminate the mid-slope brow ditches and property lines between the tracts and eliminate some of the Grading Exemptions for fill slopes that are based on exterior property boundaries between the tracts. Staff supports this concept as a way to provide a better overall project design for the block that implements a comprehensive drainage and storm water treatment strategy. Staff feels the Deficiency Fee and other terms proposed in the Development Agreement are reasonable and prudent because the agreement will allow the construction of the residential development and street and water line improvements in a coordinated fashion that will result in reduced costs while maximizing public and private resources to construct necessary public infrastructure in the area at the earliest practicable time.

Whether the proposed annexation is an appropriate expansion for the City.

The proposed annexation is within the City's Sphere of Influence and in an 'island' of unincorporated county surrounded by Escondido's corporate boundaries. The General Plan Goal 16 regarding annexations involves: "Annexation of properties for the provision of municipal services where development shall complement and be compatible with adjoining areas without placing an undue financial burden on the city." The annexation complies with pertinent General Plan policies including:

*Annexation Policy 16.2: Promote the annexation of unincorporated lands where it is determined in the city's interest to promote orderly development, implement goals and objectives, an/or to expedite facilities and services.*

Response: Including this territory with the City will reduce the fragmented jurisdictional boundaries and enhance efficiencies for providing services to affected residents by consolidating public services.

*Annexation Policy 16.3: Demonstrate that facilities, services, and infrastructure are adequate to serve proposed annexations in accordance with city standards, acknowledging Neighborhood Maintenance & Preservation Policy 4.4 allowing more flexible public improvement requirements in the Rural and Estate I single-family residential areas.*

Response: The development proposed in conjunction with the annexation will improve/install/finance infrastructure to serve the area in accordance with city standards.

*Annexation Policy 16.4: Allow annexations if it can be demonstrated that appropriate improvements as determined by the city will be financed by the property owner(s), and that such expansion of the city will not have unacceptable adverse fiscal or environmental impacts to existing city services or residents. Exceptions to this policy may be considered subject to Policy 16.2.*

Response: The infrastructure improvements associated with the proposed annexation and development will be financed by the property owners without unacceptable adverse fiscal or environmental impacts.

## **SUPPLEMENT TO STAFF REPORT/DETAILS OF REQUEST**

### **A. PHYSICAL CHARACTERISTICS**

The proposed Tentative Map project site contains a single-family residence and multiple detached small 'out buildings' and is bound by Ash Street on the west, Stanley Avenue to the north, Lehner Avenue to the south, and vacant land on the east (approved Tentative Map 889 for 16 single family units). The three vacant parcels included in the annexation are bound by Ash Street on the west and Lehner Avenue on the north. Adjacent land uses consist of a partially vacant property with animal stables on the west, large-lot single-family residential homes and vacant land. Rincon Middle School is located on the south side of Lehner Avenue approximately 500 feet east of the site. Elevations on the site range from approximately 729 in the south to 768 feet in the north above mean sea level with topographic features including mild slopes. Vegetation includes non-native grasses on the northwest corner, mature trees and shrubs, a plant storage area, disturbed land, and developed areas.

### **B. SUPPLEMENTAL DETAILS OF REQUEST**

1. Property Size:                   4.2 acres – Proposed 13-lot Tentative Map  
  1.5 acres – Three unrelated vacant properties included in annexation.  
  5.7 acres – Total site area
2. Number of Lots:                13 (Proposed Tentative Map)  
  3 (existing vacant lots included with annexation)
3. Proposed Density:            3.09 dwelling units per acre (Suburban General Plan = up to 3.3 du/acre)
4. Zoning:                         PZ R-1-10 (Pre-zone Single Family Residential;10,000 SF minimum lot size)
4. Proposed Grading Exemption: Lot 13:           13' fill slope (within 50' of exterior property line)

### **C. CODE COMPLIANCE ANALYSIS**

	<u>Proposed</u>	<u>Required (R-1-10 zone)</u>
1. Lot Sizes:	10,000 SF minimum	10,000 SF minimum
2. Lot Width:	90+ feet minimum	80 feet minimum
3. Lot Frontage:	35 feet minimum	35 feet minimum

**FINDINGS OF FACT  
SUB 13-0011  
EXHIBIT "A"**

**Tentative Map**

1. The proposed map is consistent with the guidelines of the General Plan, Zoning Ordinance (upon annexation) and Subdivision Ordinance that requires single family detached residential units with a maximum 3.3 units per acre and 10,000 SF minimum lot sizes.
2. The design and improvements of the proposed subdivision are consistent with the General Plan since the minimum lot sizes meet those identified in Suburban designation and the R-1-10 development standards established in the Zoning Ordinance (upon annexation).
3. The site is suitable for this residential type of development proposed since it is consistent with other approved subdivisions in the immediate area and the proposed Grading Exemption is only 3 feet higher than adopted standards and in a small portion of a slope area that will be landscaped to minimize aesthetic impacts.
4. The site is physically suitable for the proposed density of approximately 3.09 units per acre since the design of the subdivision meets all requirements of the Suburban land use designation of the General Plan and the Zoning Code (upon annexation).
5. The design of the map and the type of improvements are not likely to cause serious public health problems since adequate water and sewer can be provided and the Development Agreement includes provisions for street and infrastructure upgrades in the immediate area.
6. The design of the map and the type of improvements will not conflict with any easements of record, of easements established through court judgments, or acquired by the population at large, for access through, or for use of the property within the proposed map since all existing easements and rights-of-way will be preserved.
7. All of the requirements of the California Environmental Quality Act have been met. It was found that the project will have potentially significant biological, noise, hydrological, and traffic/circulation impacts that can be reduced to below a level of significance with adopted mitigation measures.
8. The design of the map has provided, to the extent feasible, for future passive or natural heating or cooling opportunities. Landscaping shall provide passive cooling opportunities via shading of each unit.
9. All permits and approvals applicable to the proposed map pursuant to the Escondido Zoning Code (upon annexation) will be obtained prior to recordation of the map or as otherwise specified in the Development Agreement.



### **Grading Exemptions**

1. The proposed Grading Exemption is for a small fill slope of up to 13 feet in height that is within 50' of an exterior property line and located adjacent to Ash Street where a maximum of 10 high slope is permitted. Granting the five proposed Grading Exemptions is consistent with the Grading Design Guidelines for the following reasons:
  - a. The slope would be partially screened by landscaping installed to help soften the visual effect.
  - b. The proposed fill slopes would be structurally stable since all slopes will be manufactured to a standard 2:1 inclination.
  - c. The proposed design of the slopes would not adversely affect any adjoining septic systems since the fill slope is located in an area of the project where no impacts would occur to nearby septic systems. The proposed project will be provided with sewer service.
  - d. The proposed slope would not disturb the use of any adjacent property or not block existing views from adjacent parcels, disturb any utilities or drainage facilities, obstruct circulation patterns or access, nor preclude the future development of any adjacent parcel.

### **Development Agreement / Annexation**

1. The proposed Development Agreement and annexation are consistent with the objectives, policies, general land uses and programs specified in the General Plan since there are no changes proposed to the General Plan land use designations or policies that affect development of the site, a Citywide Facilities Plan has been adopted to address infrastructure deficiencies on a citywide basis and the agreement has a provision for a community benefit that could not otherwise be required of the developer.
2. The proposed Development Agreement and annexation are compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the property is located since the General Plan land use designation for the site is Suburban, which allows the number of dwelling units approved for the development in conformance with Subdivision Ordinance Section 32.202.03.
3. The proposed Development Agreement and annexation conform to the public convenience and general welfare since the proposed agreement provides for construction of street and water line upgrades in the project area and payment of a fee needed to construct future improvements that resolve traffic and drainage infrastructure issues in the North Broadway area.
4. The proposed Development Agreement and annexation will not adversely affect the orderly development of property or the preservation of property values since the project will be developed in conformance with the existing General Plan designation on the property.
5. The proposed Development Agreement is consistent with Government Code Section 65864, which states that the lack of certainty in the approval of development projects can result in a waste of resources and escalated housing costs while discouraging comprehensive planning because the proposed agreement provides for a five-year term and provides certainty as to the payment and construction obligations for associated public improvements.

**CONDITIONS OF APPROVAL  
SUB 13-0011  
EXHIBIT "B"**

**Project Mitigation Measures**

1. **MM BIO-1a:** Impacts to 51 mature trees shall be mitigated by replacement of 51 mature trees at a one-to-one (1:1) ratio with a minimum size of a 24-inch box, and the 1 protected tree shall be replaced at a 2:1 ratio with a minimum size of a 24-inch box, or as otherwise determined by the City Planning Department.
2. **MM BIO-1b:** Any mature trees removed as part of the future development of the Additional Annexation Area would be replaced at a 1:1 ratio with a minimum size of a 24-inch box. If any protected trees are located in the Additional Annexation Area at the time of the future development, they will be replaced at a 2:1 ratio with a minimum size of a 24-inch box (Zoning Code Section 33-1069).
3. **MM BIO-2:** Impacts to NNG within the Additional Annexation Area shall be mitigated at a reduced ratio of 0.5:1 through the acquisition of NNG credits from the Daley Ranch Bank or other approved mitigation bank.
4. **MM BIO-3:** A qualified biologist shall determine if any active raptor nests occur on or in the immediate vicinity of the Project Area if construction is set to commence or continue into the breeding seasons of raptors (January 1 to September 1). If active nests are found, their situation shall be assessed based on topography, line of site, existing disturbances, and proposed disturbance activities to determine an appropriate distance of temporal buffer.
5. **MM BIO-4:** If Project construction cannot be avoided during the period of January 1 through September 1, a qualified biologist will survey potential nesting vegetation within the Project Area for nesting birds, prior to commencing any Project activity. Surveys will be conducted at the appropriate time of day, no more than three days prior to vegetation removal and/or disturbance. Documentation of surveys and findings will be submitted to the City for review and concurrence prior to conducting Project activities. If no nesting birds were observed and concurrence was received, Project activities may begin. If an active bird nest is located, the nest site will be fenced a minimum of 200 feet (500 feet for special status species and raptors) in all directions, and this area will not be disturbed until after September 15 or until the nest becomes inactive. If threatened or endangered species are observed within 500 feet of the work area, no work will occur during the breeding season (January 1 through September 1) to avoid direct or indirect (noise) take of listed species.
6. **MM HYD-1a:** Adequate drainage improvements shall be installed within the Lehner Avenue right-of-way to the satisfaction of the Engineering Department based on the City's adopted Drainage Master Plan, or subsequent updated technical analyses approved by the City to accommodate storm water flows.
7. **MM N-1:** The Project Applicant and/or contractor shall ensure that all construction equipment will have properly operating mufflers.

8. **MM N-2:** Noise and groundborne vibration construction activities whose specific location on the Project Area may be flexible (e.g., operation of compressors and generators, cement mixing, general truck idling) shall be conducted as far as possible from the nearest noise- and vibration-sensitive land uses.
9. **MM N-3:** Construction activities associated with the proposed Project shall, to the extent feasible, be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels. When the use of impact tools are necessary, they shall be hydraulically or electrically powered when feasible to minimize noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used and external jackets on the tools themselves shall be used where feasible.
10. **MM N-4:** The Applicant shall locate stationary construction noise sources away from adjacent receptors, to the extent feasible, and ensure that they are muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent feasible.
11. **MM N-5:** If the Project is under the jurisdiction of the County at the time of development, the Applicant and/ or Contractor shall notify all construction workers prior to the commencement of construction that activities generating impulsive noise levels at the Project Area must be limited to no more than 15 minutes in a given hour when such activities are located adjacent to an off-site sensitive receptor (residence). Impulsive noise is defined by the County as a single noise event or a series of single noise events that causes a high peak noise level of short duration (one second or less) measured at a specific location (Section 36.410 of the County's Noise Abatement and Control Ordinance).
12. **MM N-6:** The applicant shall designate a construction relations officer to serve as a liaison with surrounding residents and property owners who shall be responsible for responding to any concerns regarding construction noise and vibration.
13. **MM N-7:** Construction activities shall be limited to permitted construction hours designated by the applicable jurisdiction for the project at the time of development. If the project is under the jurisdiction of the County at the time of development, construction activities shall be limited to between the hours of 7:00 A.M. and 7:00 P.M. from Monday through Saturday. Further, no construction activity shall be undertaken on Sundays and recognized County holidays (Section 36.408 of the County's Noise Abatement and Control Ordinance). If the project is under the jurisdiction of the City at the time of development, construction activities shall be limited to between the hours of 7:00 A.M. and 6:00 P.M. from Monday through Friday, and between the hours of 9:00 A.M. and 5:00 P.M. on Saturdays. Further, no construction activity shall be undertaken on Sundays and recognized City holidays (Section 17-234 of the City's Municipal Code).
14. **MM N-8:** Prior to the issuance of a certificate of occupancy, the Applicant shall ensure that all exterior windows associated with the proposed residential uses at the Project Area shall be constructed to provide a sufficient amount of sound insulation to ensure that interior noise levels would be below an Ldn or CNEL of 45 dB in any room.

15. **MM T-1:** N. Ash Street / Lehner Avenue - The applicant/developer shall improve this intersection prior to construction of the 40th unit within the Lehner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lehner Avenue and Stanley Avenue). Dedicated turn lanes should be provided at the southbound, westbound and northbound approaches. The applicant/developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction. School related signing and striping should be implemented at the intersection per the Manual on Uniform Traffic Control Devises (MUTCD).
16. **MM T-2:** N. Ash Street / Vista Avenue - The applicant/developer shall improve this intersection with dedicated turn lanes on all approaches prior to construction of the 40th dwelling unit within the Lehner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lehner Avenue and Stanley Avenue). School related signing and striping should be implemented at the intersection per the MUTCD. The applicant/developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction.
17. **MM T-3:** No construction material or equipment deliveries should be scheduled during peak school pick-up/drop-off periods
18. **MM T-4:** The Development shall construct a 4 foot wide pedestrian path along Conway Street between Rincon Avenue and Stanley Avenue
19. **MM T-5:** Prior to the issuance of a building permit, the applicant/developer shall deposit with the City a Fair Share Contribution for the construction of a traffic signal at the N. Ash Street/Vista Avenue intersection to the satisfaction of the City Engineer

### **Planning Division Conditions**

1. The developer shall be required to pay all development fees of the City then in effect at the time and in such amounts as may prevail when building permits are issued, including any applicable City-Wide Facilities fees subject to the terms of the associated Development Agreement.
2. All construction and grading shall comply with all applicable requirements of the Escondido Zoning Code and requirements of the Planning Division, Engineering Division, Building Division, and Fire Department.
3. If blasting is required, verification of a San Diego County Explosives Permit and a copy of the blaster's public liability insurance policy shall be filed with the Fire Chief and City Engineer prior to any blasting within the City of Escondido.
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. All requirements of the Public Art Partnership Program, Ordinance No. 86-70, shall be satisfied prior to building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.

6. All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting) of the Escondido Zoning Code. All outdoor lighting shall be provided with appropriate shields to prevent light from adversely affecting adjacent properties.
7. The design of the project shall be in substantial conformance with the plans/exhibits and details in the staff report to the satisfaction of the Planning Division.
8. All new utilities shall be underground.
9. The City of Escondido hereby notifies the applicant that State Law (SB 1535) effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Game. If the project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with state law, the applicant should remit to the City of Escondido Planning Division, within two (2) working days of the effective date of this approval (the "effective date" being the end of the appeal period, if applicable), a certified check payable to "County Clerk", in the amount of \$2,231.25 for a project with a Negative Declaration. These fees include an authorized County administrative handling fee of \$50.00. Failure to remit the required fees in full within the time specified above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. Commencing January 1, 2007, the State Clearinghouse and/or County Clerk will not accept or post a Notice of Determination filed by a lead agency unless it is accompanied by one of the following: 1) a check with the correct Fish and Game filing fee payment, 2) a receipt or other proof of payment showing previous payment of the filing fee for the same project, or 3) a completed form from the Department of Fish and Game documenting the Department's determination that the project will have no effect on fish and wildlife. If the required filing fee is not paid for a project, the project will not be operative, vested or final and any local permits issued for the project will be invalid (Section 711.4(c)(3) of the Fish and Game Code).
10. All project generated noise shall comply with the City's Noise Ordinance (Ord. 90-08) to the satisfaction of the Planning Division.
11. Three copies of a revised Tentative Map, reflecting all modifications and any required changes shall be submitted to the Planning Division for certification prior to submittal of grading and landscape plans and the final map.
12. All lots shall meet the lot area and lot width requirements of the underlying R-1-10 zone. Conformance with these requirements shall be demonstrated on the Tentative Map submitted for certification, the grading plan and final map. Non-compliance with these minimum standards will result in revisions to the map.
13. Prior to submittal of building plans into plan check, the applicant shall submit a design review application package to the Planning Division with the appropriate fee. Building permits will not be issued until the lot plotting, home designs and project landscaping have been approved by Planning staff through design review.
14. No street names are part of this approval. A separate request shall be submitted prior to final map.
15. All habitable buildings shall be noise-insulated to maintain interior noise levels not exceeding 45 dBA or less.

16. Prior to recordation of the final map, two copies of the CC&Rs shall be submitted to the Planning Division for review and approval. The CC&Rs shall contain provisions for the maintenance of any common landscaping, walls, utility easements and pedestrian walkways, common drainage facilities, etc. to the satisfaction of the Planning and Engineering Divisions. A review fee established in the current fee schedule shall be collected at the time of submittal.
17. Prior to recordation of a final map, the applicant shall have the opportunity to annex into the Landscape Maintenance District for the ongoing maintenance of the landscaping along Stanley Avenue and Lehner Avenue. The establishment of the Landscape Maintenance District shall be noted in the CC&Rs for the project. These areas shall be placed in landscape and/or storm water easements if deemed appropriate by the Planning and Engineering Divisions.
18. All proposed grading shall conform with the conceptual grading as shown on the Tentative Map, or as otherwise specified in the Development Agreement. One Grading Exemption is approved for this project:

Lot 13:            13' fill slope (within 50' of exterior property line)

19. This Tentative Subdivision Map shall expire concurrent with the expiration of the Development Agreement if a final map has not been approved or an extension of time has not been granted.

**Landscaping Conditions**

1. Prior to occupancy, all perimeter, slope, front yard, and storm water landscaping shall be installed. All vegetation shall be maintained in a flourishing manner, and kept free of all foreign matter, weeds and plant materials not approved as part of the landscape plan. All irrigation shall be maintained in fully operational condition.
2. Seven copies of a detailed landscape and irrigation plan(s) shall be submitted prior to issuance of grading or building permits to the satisfaction of the Planning Division. A plan check fee based on the current fee schedule will be collected at the time of the submittal. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Water Efficient Landscape Regulations) of the Escondido Zoning Code. The plans shall be prepared by, or under the supervision of a licensed landscape architect.
3. The installation of the landscaping and irrigation shall be inspected by the project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.
4. Street trees shall be provided along each of the site's street frontages, in conformance with the Landscape Regulations and the City of Escondido Street Tree List. Trees within five feet of the pavement shall be provided with root barriers.
5. Details of project fencing and walls, including materials and colors, shall be provided on the landscape plans.

## **Fire Department Conditions**

The following is a list of general requirements for the project. Plan submitted did not necessarily contain all the required information in order to conduct a complete plan check. There may be additional requirements based on the plans submitted in the future. Compliance with all conditions shall be to the satisfaction of the Fire Marshal.

### Fire Protection Systems

1.  NFPA 13  NFPA 13R  NFPA 13D **automatic fire sprinkler system** will be required.
2. Sprinklers will be required on all overhangs exceeding four feet.
3. Fire hydrants capable of delivering  1,500 GPM  2,500 GPM at 20 PSI residual pressure are required every  500 feet  300 feet  other: High wild land fire area. Reduction may be considered for sprinklers.

### Access

4. Access roads exceeding 20% slope are not allowed. Homes with driveways exceeding 15% will require Portland cement with rake or broom finish.
5. Speed humps/bumps will not be allowed.
6. Minimum radius for a cul-de-sac must be 36 feet.
7. All-weather paved access, able to support the weight of a fire engine (75K lbs.) and approved fire hydrants must be provided prior to the accumulation of any combustible materials on the job site.
8. A 28-foot inside turning radius is required on all corners.
9. 13'6" vertical clearance must be provided in all access and driveway areas. Trees that obstruct the vertical clearance or access width must be trimmed or removed and provisions to provide ongoing maintenance must be reflected in the CC&Rs. A copy of the CC&Rs listing this requirement must be submitted.
10. If 100' Fuel Modification Zone is not possible the minimum setback between structures and native vegetation is 30'. To mitigate for 100' Fuel Modification Zone see below.
11. The Fuel Modification Zones must be permanently marked and provisions to provide ongoing maintenance must be reflected in the CC&Rs. A copy of the CC&Rs listing this requirement must be submitted to the Planning Division.
12. Homes located in or adjacent to a very high fire severity zone will require enhanced building construction. Please see list below.

To mitigate for the reduction of a 100' fuel modification zone, the following conditions are required:

- a. Exterior windows, window walls, glazed doors, and glazed openings within exterior doors must be insulating-glass units with a minimum of one tempered pane, or glass block units, or have a fire resistance rating of not less than 20 minutes, when tested according to ASTM E 2010. Skylights must be tempered glass or Class "A" rated assembly.
- b. Roofs shall have a Class "A" roof covering. For roof coverings where the profile allows a space between the roof covering and roof decking, the spaces must be constructed to prevent the intrusion of flames and embers, be stopped with approved materials or have one layer of No. 72 cap sheet installed over the combustible decking.
- c. Exterior wall surfaces must comply with provisions of the 2010 CBC and the following requirements: the exterior wall surface must be of a non-combustible material. In all construction, exterior walls are required to be protected with 2-inch nominal solid blocking between rafters at all roof overhangs, or in the case of enclosed eaves, terminate at the enclosure.
- d. Roof and attic vents, when required by Chapter 15 of CBC, must resist the intrusion of flame and embers into the attic area of the structure, or must be protected by corrosion-resistant, non-combustible wire mesh with  $\frac{1}{4}$  inch (6mm) openings or its equivalent. Vents must not be installed in eaves and cornices. Eaves and soffits must be protected by ignition-resistant materials or noncombustible construction on the exposed underside.
- e. Exterior door assemblies must be of approved non-combustible construction, or solid-core wood stiles and rails not less than  $1\frac{3}{8}$  inches thick with interior field panel thickness of no less than  $1\frac{1}{4}$  inches or have a fire protection rating of not less than 20 minutes when tested according to ASTM E 2074. Windows within doors and glazed doors must comply with the above glazing requirements. CBC 708A.3
- f. Paper-faced insulation is prohibited in attics and ventilated spaces.
- g. Gutters and downspouts must be constructed of non-combustible material. Gutters must be designed to reduce the accumulation of leaf litter and debris that contribute to roof edge ignition.
- h. Fencing attached to or immediately adjacent to structures which face wildland fuels must have the first five inches constructed of non-combustible heavy timber, or fire retardant pressure-treated wood or materials.
- i. Exterior balconies, carports, decks, patio covers, unenclosed roofs and floors, and other similar architectural appendages and projection, where any portion of such surface is within 10 feet of the primary structure must be on non-combustible construction, fire retardant treated wood, heavy timber construction, or one-hour fire resistive construction.



**Engineering Division Conditions**

**GENERAL**

1. 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.
2. No Building Permits shall be issued for any construction within this Subdivision until the Final Subdivision Map, unless allowed under provisions of the Development Agreement for the project.
3. 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.
4. 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.
5. 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.
6. Grading and frontage improvements for this project is proposed to be combined with the adjoining developments within Stanley/ Lehner block, and designed and constructed as one project with common storm water treatment facility. If the developer choses to combine project improvements, City Engineer will determine the extent and timing of onsite and offsite improvement requirements that shall be completed based on the provisions of Development Agreement, project conditions, traffic mitigation measures and storm water treatment facilities requirements.

**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, in accordance with the project's master and precise plan and to the satisfaction of the City Engineer.
2. The developer shall construct frontage street improvements, including but not limited to, concrete curb, gutter, sidewalk, street lights, street trees, paving and base on the following streets:

**STREET**

Ash Street  
Stanley Avenue  
Street "A"  
Lehner Avenue

**CLASSIFICATION**

Local Collector  
Local Collector  
Residential  
Residential

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

3. The developer shall be responsible to construct frontage (half street plus 12 feet) improvements on Stanley Avenue to designated street classification standards and to the satisfaction of the City Engineer.
4. The developer shall improve the intersection of Stanley Avenue and Ash Street with resurfacing of the northerly side of intersection and restriping to allow for proper traffic lanes configuration.
5. The developer shall construct frontage improvements along the east side of Ash Street between Stanley Avenue and Lehner Avenue involving 32 feet of pavement, curb, gutter, sidewalk and street lights to the satisfaction of the City Engineer.
6. The developer shall construct frontage improvement along the west side of Ash Street between Stanley Avenue and Lehner Avenue involving up to 11 feet of pavement, curb and gutter. No sidewalks or street lights are required for construction on the west side of Ash Street at this time. Final location of the curb and gutter line on the west side of Ash Street may be determined during final map approval to avoid conflict with existing power poles to the satisfaction of the City Engineer.
7. The developer shall construct half-width street improvements on the east side of Ash Street, between Lehner Avenue and Vista Avenue, along frontages of APNs 224-142-26, 27 & 28, to full local collector street that includes one street light (exact location to be determined by the City Engineer) and one Driveway approach for APN 224-142-28 consistent with the existing Driveway approach. Required improvements shall include pavement, curb & gutter and sidewalk transitions from existing to ultimate improvements to the satisfaction of the City Engineer.
8. The developer shall construct half-width street improvements on the west side of Ash Street between Lehner Avenue and Vista Avenue, along the frontage on APN 224-130-17, with no sidewalk or street lights. Final location of the curb and gutter line on the west side of Ash Street may be determined during final map approval to avoid conflict with existing power poles to the satisfaction of the City Engineer.
9. The developer shall be responsible for design and construction of the following offsite improvements in accordance with the provisions of the project Development Agreement, traffic mitigations and to the satisfaction of the City Engineer:
  - a) Intersection of Vista Avenue and Ash Street.
  - b) Intersection of Lehner Avenue and Ash Street
  - c) Ash Street roadway segment, between Stanley Avenue and Vista Avenue to provide adequate transition lanes for the intersection improvements.
  - d) If the project developer combines project improvements with adjoining projects, a 4 foot wide pedestrian walkway shall be designed and constructed to complete pedestrian travel way along Ash Street between Vista Avenue and Sheridan Avenue.
10. Public Utilities Easement access road shall include 10 feet of paved roadway with 6 feet of gravel of ground cover on each side within a 22 foot wide public utilities easement.

11. The project entrance shall be designed as a street intersection with curb returns, cross gutters and spandrels, sidewalk ramps, etc. with a minimum throat width of 36 feet.
12. The Developer's engineer shall prepare and submit for approval by the City Engineer a complete final Signing and Striping plan for all improved roadways within and outside school zone. The developer will be responsible for removal of all existing and construction of all new signing and striping to the satisfaction of the City Engineer.
13. Adequate horizontal sight distance shall be provided at project entrance on Escondido Boulevard in accordance with the requirements of the City Engineer.
14. The address of each 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 and Fire Marshal.
15. 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.
16. Construction traffic is restricted during School peak hours 7:00 to 8:30 am and 2:00 to 3:30 pm, unless a traffic management plan that proposes no conflict between construction and school traffic is approved by the City Engineer prior to issuance of Encroachment permit.
17. Pedestrian access routes shall be provided into the project and from project to Rincon School shall be provided to the satisfaction of the City Engineer.
18. The developer shall be required to construct City standard LED street lighting along all project frontages and offsite and along Street "A" in accordance with the requirements of the City Engineer.

## **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 and on the grading plan, that he/she has reviewed the grading and retaining wall design and found it to be in conformance with his/her recommendations.
2. All proposed retaining walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retain wall design is in conformance with the recommendations and specifications as outlined in his report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by Regional or City Standard Drawings. Retaining walls or deepened footings that are to be constructed as part of a building structure will be permitted as part of the Building Dept. plan review and permit process.
3. Cut slope setbacks must be of sufficient width to allow for construction of all necessary screen walls and/or brow ditches.

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

#### **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 Developer's engineer. The drainage study shall be in conformance with the City of Escondido Design Standards.
2. A Final Water Quality Technical Report in compliance with City's latest adopted Storm Water Management Requirements shall be prepared and submitted for approval together with the final improvement and grading plans. The Water Quality Technical Report shall include hydro-modification calculations, post construction storm water treatment measures and maintenance requirements.
3. All storm water treatment and retention facilities and their drains including the bio-retention basins, the permeable paver areas and their gravel HMP underground storage basins shall be considered private. The responsibility for maintenance of these post construction storm water treatment facilities shall be that of the Property Owner's Association. Provisions stating this shall be included in the CC&Rs.
4. The developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement. This Agreement shall be referenced in the CC&Rs.
5. All storm drain systems within the project are private. The responsibility for maintenance of these storm drains shall be that of the Property Owner's Association. Provisions stating this shall be included in the CC&Rs.

## **WATER SUPPLY**

1. All public water improvements shall be designed to the satisfaction of the Utilities Engineer.
2. Required water main improvements shall include:
  - a) Design and construction of a 24 inch P.V.C. water main on Conway Drive between Lehner Avenue and Stanley Avenue. Improvements shall include reconnection/reconstruction of all existing services or as required by the Utilities Engineer.
  - b) Design and construct a 12 inch P.V.C. water main on Stanley Avenue from proposed 24 inch water main on Conway to proposed 12 inch water main on Ash Street. Improvements shall include reconnection/reconstruction of all existing services.
  - c) Design and construct a 12 inch P.V.C. water main on Ash Street, replacing the existing water main on Ash Street along project frontage, from Intersection of Stanley Avenue to intersection of Lehner. Improvements shall include reconnection/reconstruction of all existing services.
  - d) Design and construct a 8" PVC public water main looped between the proposed 12 inch water main on Stanley to existing water main on Lehner. Avenue.

All water improvements shall be designed and bonded prior to approval of the final map and completed prior to issuance of first building permit or as determined by the Utilities Engineer.

3. Fire hydrants shall be installed at locations approved by the Fire Marshal.

## **SEWER**

1. All sewer main extensions and the location and sizing of mains shall be to the satisfaction of the Utilities Engineer.
2. Required sewer improvements include:
  - a) Design and construct an 8-inch PVC public main on Street "A", between Stanley Avenue and Lehner Avenue. The required sewer shall include a sewer man hole at the intersection of Stanley Avenue and Street "A" with stubs for future connection for the properties to the east.
3. No trees or deep rooted bushes shall be planted within 10' of any sewer main or lateral.
4. All on-site sewer laterals will be considered a private sewer system. The Home Owners' Association will be responsible for all maintenance and repair of these laterals. This shall be clearly stated in the CC&R's.

**FINAL MAP - EASEMENTS AND DEDICATIONS**

1. The developer shall make all necessary dedications for public rights-of-way on the following streets contiguous to the project to bring the roadways to the indicated classification.

<b><u>STREET</u></b>	<b><u>CLASSIFICATION</u></b>
Stanley Avenue	Local Collector (66' R/W)
Street "A"	Residential (56' R/W)
Lehner Avenue	Residential (56' R/W)

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 and water shall be granted to the City on the Final Map. The required easement width between Street "A" cul-de-sac and Lehner Avenue shall be 22 feet wide.
4. The developer is responsible for making the arrangements to quitclaim all easements of record which conflict with the proposed development prior to approval of the final map. If an easement of record contains an existing utility that must remain in service, proof of arrangements to quitclaim the easement once new utilities are constructed must be submitted to the City Engineer prior to approval of the Final Map. Building permits will not be issued for lots in which construction will conflict with existing easements, nor will any securities be released until the existing easements are quitclaimed.
5. The applicant shall provide the City Engineer with a Subdivision Guarantee and Title Report covering subject property.

**REPAYMENTS, FEES AND CASH SECURITIES**

1. A repayment of \$4,208.00 is due to the City of Escondido for existing improvements approved for repayment by Resolution 87-126 and that will serve this development.
2. A repayment of \$9,141.96 is due to the City of Escondido for the existing improvements approved for repayment by Resolution 91-385 and that will serve this development.
3. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public or private property and improvements, install new BMPs, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by the City for cleanup or damage will be drawn from this security and the grading permit will be revoked by written notice to the developer until the required cash security is replaced. The cleanup cash security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, drainage, landscaping, and best management practices items of work with a minimum of \$5,000 up to a maximum of \$50,000, unless a higher amount is deemed necessary by the Director of Engineering Services.
4. The developer shall be required to pay all development fees of the City then in effect at the time, including North Broadway Deficiency Fee, and in such amounts in accordance with the provisions of the Development Agreement.

### **CC&R's**

1. Copies of the CC&R's shall be submitted to the Engineering Department and Planning Department for approval prior to approval of the Final Map.
2. The developer shall make provisions in the CC&R's for maintenance by the homeowners' association of all parkway landscaping and irrigation (along Street "A", Ash Street, Lehner Avenue and Stanley Avenue), storm drain system in Street "A" and within subdivision boundaries, storm water treatment basins and facilities, sewer laterals, common open spaces, including public utilities easement area and access road. These provisions must be approved by the Engineering Department prior to approval of the Final Map.
3. The CC&Rs shall reference the recorded Storm Water Control Facility Maintenance Agreement and the approved Water Quality Technical Report for the project.
4. The CC&R's must state that the Property Owners' Association assumes liability for damage and repair to City utilities in the event that damage is caused by the Property Owners' Association when repair or replacement of private utilities is done.
5. The CC&R's must state that (if stamped concrete or pavers are used in the private street) the Property Owners' Association is responsible for replacing the pavers and/or 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.
2. All new dry utilities to serve the project shall be constructed underground.
3. 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.

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: 224-142-01-00

**Recording Fees Exempt Per Government Code Section 27383**

**DEVELOPMENT AGREEMENT  
for SUB13-0011  
(Pickering)**

**between**

**CITY OF ESCONDIDO**

**and**

**LINDA D. PICKERING  
AS TRUSTEE OF THE LINDA D. PICKERING FAMILY TRUST  
initially created February 25, 2009**

**and**

**PEGGY L. LEHRKE  
AS TRUSTEE OF THE PEGGY L. LEHRKE FAMILY TRUST  
initially created February 25, 2009**

\_\_\_\_\_, 2014



## DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into by and between the CITY OF ESCONDIDO, a municipal corporation ("City"), and LINDA D. PICKERING AS TRUSTEE OF THE LINDA D. PICKERING FAMILY TRUST initially created February 25, 2009 and PEGGY L. LEHRKE AS TRUSTEE OF THE PEGGY L. LEHRKE FAMILY TRUST initially created February 25, 2009 ("Owner")(collectively, "the Parties").

### ARTICLE I

#### Recitals

The Agreement is entered into on the basis of the following facts, understanding and intentions of the Parties:

1. **Code Authorization.** Government Code Sections 65864 through 65869.5, Article 58 of the City's Zoning Code (the "Development Agreement Legislation") and Article 68 of the City's Zoning Code ("Growth Management Ordinance") 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.
  
2. **Interest of Owner.** Owner is the legal and/or equitable owner of the Property located in the County of San Diego, State of California (the "Property"), as further described in Exhibit A, and more specifically within the North Broadway Region of Influence identified in the City's Growth Management Ordinance. Owner intends to subdivide the Property and to construct such other improvements as are required by the conditions of approval of the Entitlements, Future Entitlements and the Agreement.

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3. **Intent of Parties.** By the Agreement, the City and Owner intend to accomplish the following:

a. 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;

b. Assure the orderly installation of necessary improvements and the provision for public services appropriate for the development of the Project; and

c. Enable the City to obtain substantial public benefits by virtue of the Agreement.

4. **Execution.** The execution of the Agreement by the City and Owner shall constitute conclusive evidence that duly noticed public hearings before the Planning Commission and the City Council required by the Development Agreement legislation have been held, and that the City Council has introduced (first reading) and adopted (second reading) an Ordinance approving the Agreement and containing the findings required by the Development Agreement Legislation.

5. **Effective Date.** The effective date ("Effective Date") of the Agreement shall be thirty (30) days after the City Council adopts (second reading) an Ordinance approving the Agreement.

6. **Entitlements.** The City has also approved or certified certain entitlements necessary to implement the Project which are attached hereto as Exhibit B.

NOW THEREFORE, in consideration of the Recitals and the mutual covenants conditions set forth herein, the Parties agree as follows:

## ARTICLE II

### Definitions

1. **"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, those listed in Exhibit B, final tract map approvals, whether standard or vesting, project plans, grading permits, building permits, and the Agreement.

2. "**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.

3. "**Existing Laws**" refers to the ordinances, resolutions, codes, rules, regulations, 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.

4. "**Future Exaction**" refers to Exactions imposed after the Effective Date, whether by ordinance, initiative, resolution, rule, regulation, policy, order or otherwise.

5. "**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.

6. "**Future Entitlements**" refers to all Entitlements approved or adopted by the City after the Effective Date.

7. "**General Fees**" refers to all general development fees which the City may levy pursuant to the 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.

8. "**General Plan**" refers to the City's General Plan in effect on the Effective Date.

9. "**North Broadway Deficiency Area**" refers to the region specified in the City's Growth Management Ordinance No. 94-16, and to surrounding unincorporated areas within the City's Sphere of Influence.

10. "**Project**" shall mean and refer to all improvements described in the Entitlements, Future Entitlements and the Agreement.

11. "**Property**" shall mean the certain real property located in the County of San Diego, State California as described in the Exhibit A.

12. "**Public Benefits**" shall refer to the consideration given by Owner to the City, as described in Exhibit D attached hereto, in return for the City's good faith performance of all applicable terms and conditions in the Agreement.

13. "**Term Sheet**" shall refer to the Term Sheet attached as Exhibit D.

### ARTICLE III

#### General Provisions

1. **Term of Agreement.** The term of the Agreement (the "Term") shall commence on the Effective Date of this Agreement and shall continue for five years unless terminated, modified, or extended as permitted by the Agreement.

Following the expiration of the Term, the Agreement shall be deemed terminated and of no further force or effect; provided, however, such termination shall not affect any right or duty arising from the City approvals, including, without limitation, the Entitlements, the Future

Entitlements and any reimbursement agreement that may be entered into pursuant to the terms of the Existing Laws or the Agreement.

The Agreement shall terminate with respect to any lot and such lot shall be released and no longer is 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. Except for Owner's assignment of the Agreement to PLI and/or Lennar Homes of California, which the City approves by execution of this Agreement, no assignment shall be effective unless (1) such assignment is in writing and expressly provides that the assignment shall be subject to the Agreement; (2) the Assignee assumes all of Owner's rights and obligations with respect to the Property, or portion thereof, assigned; and, (3) the City has determined that the assignment will not affect the timely completion or fulfillment of any requirements in the Entitlements, the Future Entitlements or the Agreement relating to the Public Benefits. Owner shall provide thirty (30) days advance written notice to the City of any assignment. In determining whether an assignment will affect the timely completion or fulfillment of any requirements relating to the Public Benefits, the City agrees (a) not to unreasonably withhold its determination that the assignment will not affect the timely completion or fulfillment of requirements relating to the Public Benefits and (b) to approve any assignment where it can reasonably be demonstrated that the proposed assignee has the financial capability to complete in a timely fashion and fulfill any uncompleted requirements relating to the Public Benefits.

During the Term, any assignee shall have all rights, benefits, and obligations of Owner under the Agreement with respect to the portion of the Property assigned. Following an

assignment, Owner shall be released from its obligations with respect to the Property which has been assigned. Upon any transfer of any portion of the Property and the express assumption of Owner's obligations under the Agreement by such transferee, the City agrees to look solely to the transferee for compliance by such transferee with the provisions of the Agreement as such provisions relate to the portion of the Property acquired by such transferee. A default by any transferee shall only affect that portion of the Property owned by such transferee and shall not cancel or diminish in any way Owner's rights hereunder with respect to any portion of the Property not owned by such transferee. The transferee shall be responsible for the reporting and annual review requirements relating to the portion of the Property owned by such transferee, and any amendment to the Agreement between the City and a transferee shall only affect the portion of the Property owned by such transferee.

3. **Amendment of Agreement.** The Agreement may be amended by the mutual consent of the Parties in the manner provided by the Development Agreement Legislation. The Agreement shall include any amendment properly approved and executed. Minor modifications in the manner of performance, including, but not limited to changes which relate to the form or timing of payment of Public Benefits or the design of the Project shall not constitute an Amendment to the Agreement and may be accomplished through an "Operating Memorandum" subject to Article IV, Section 10 of the Agreement.

4. **Enforcement.** Unless amended or terminated as provided herein, the Agreement is enforceable by either Party or its successors and assigns, notwithstanding any Future Laws, which alter or amend the Existing Laws.

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5. **Hold Harmless.**

a. Owner agrees to indemnify, hold harmless, and provide and pay all costs for a defense for the City in any legal action filed in a court of competent jurisdiction by a third party challenging the validity of the Agreement. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of the City, its officers, agents, employees, or representatives.

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. R9-2007-0001) 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 or the Improvements.

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, at its sole and absolute discretion, to defend the validity, applicability, or implementation of the Agreement in the proceeding at Owner's expense. If the City opts to defend a challenge against the validity, applicability, or implementation of the Agreement, Owner shall not be responsible for the defense of any of the City's actions brought in such a

challenge or for the expense of defending such City actions. 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 (including commercial express delivery services providing acknowledgments of receipt), registered, certified, express mail, facsimile or telecopy to the addresses set forth in the Term Sheet. Receipt shall be deemed complete as follows:

- a. For personal delivery, upon actual receipt;
- b. For registered, certified, or express mail, upon the delivery date or attempted delivery date as shown on the return receipt; and
- c. For facsimile, upon transmission of the facsimile or, if transmitted after business hours, then the next business day.

The addresses to which notices shall be sent may be changed by giving ten (10) days written notice of change of address in the manner set forth above.

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 the Agreement or require changes in the Entitlements or any Future Entitlements, those laws or regulations shall be controlling and the Parties shall make a good faith, reasonable attempt to modify the 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 course of action.



## ARTICLE IV

### Development of the Property

1. **Applicable Rules, Regulations, and Policies.** Owner shall have the vested right, to the fullest extent allowed under the Development Agreement Legislation, to develop the Property in accordance with the Entitlements, Future Entitlements and the Existing Laws. During the Term, the Entitlements, Future Entitlements, Existing Laws and the Agreement shall control the overall design, development and construction of the Project. Notwithstanding the foregoing, nothing in the 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 of Escondido, including local amendments, in effect when the building permits are issued. In the event of any inconsistency between the Existing Laws and the Agreement, the provisions of the Agreement shall control.
2. **Future Laws.** Future Laws shall not apply to the Project except as expressly provided in the Agreement. 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 shall be deemed to be an Existing Law.
3. **Future Discretionary Reviews.** Except as set forth in the Agreement, the City shall retain its discretionary rights in reviewing applications for Future Entitlements. Owner's applications for Future Entitlements and the City's review thereof, must comply with the Existing Laws and with the terms and conditions of the Agreement. Upon granting any Future Entitlement, such Future Entitlement shall become part of the Existing Laws. The City shall not impose any conditions upon any Existing Entitlements that are more restrictive than or inconsistent with the terms of this Agreement or the Existing Laws, except as expressly required (as opposed to permitted) by state or federal law. The City may conduct, in accordance with

CEQA and the Existing Laws, an environmental review for Future 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.

4. **Permitted Uses and Density.** The Agreement shall vest the right to develop the Property to the fullest extent allowed under the Development Agreement Legislation with respect to the permitted uses of land, density and intensity of uses, and timing and phasing of development as described in the Entitlements and Future Entitlements. 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 Entitlement and Future Entitlement conditions of approval, Existing Laws and the Agreement. All other aspects of the Project that are not specified in the Entitlement or Future Entitlement conditions of approval shall be determined by the Existing Laws, except as expressly provided herein.

To the extent the City retains discretion in the Future Entitlements concerning future permitted land uses, density, and intensity of use(s), the City agrees, absent conditions that the City determines are dangerous to the health or safety of the residents of the City, not to exercise that discretion in such a way as to reduce the allowed number of residential units, alter the timing of development or modify the height and design features of the Project as described in the Entitlements, Future Entitlements and the Agreement.

5. **Application of Future Laws.** Subject to Article V of the Agreement, Future Laws may be applied to the Project if they are not in conflict with the Existing Laws and will not prevent, hinder, delay, or adversely economically impact the Project.

6. **Permitted Fees.** Except as otherwise provided in the Agreement, and specifically excluding fees set by entities not controlled by the City that are collected by the City, the City shall only charge and impose those General Fees and Exactions described as "Processing Fees," "Permit/Inspection Fees," "Connection Fees," and "Development Fees" in the amounts and of the type which are in effect at the time they are incurred by Owner or any successor-in-interest as described in the Escondido Fee Guide For Development Projects. The Project shall be subject to City-wide fees only and nothing in this Agreement shall impose on the Project any additional City special or district fees or taxes that do not currently exist.

Notwithstanding the above, in return for Owner's construction of the Public Benefits described in the Term Sheet, the City will waive certain fees as described in the Term Sheet.

7. **Required Financial Contribution to City Capital Improvement Projects.** Owner agrees to pay the City the contributions for City Capital Improvement Projects in accordance with the Term Sheet.

8. **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 or its assignees shall have the right to develop the Property in phases, in such order, at such rate, and at such times as Owner or its assignees deems appropriate in Owner's or its assignees' business judgment, subject only to the provisions of the Agreement. Owner or its assignees shall be entitled to apply for and receive approval of permits, building permits, and other Entitlements and Future 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 the Agreement.

Owner shall be allowed to perform onsite Project grading and offsite road construction and water line installation prior to approval of a Final Map. 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. Once Owner has obtained approval of the Final Map, it may commence construction of the single-family residences.

9. **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 the 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 or other limitations.

10. **Operating Memoranda.** The Parties acknowledge that the provisions of the 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 the

Agreement. If and when, from time to time during the Term, the Parties find that such changes or adjustments are necessary or appropriate, they shall 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 Memoranda shall require prior notice or hearing, or constitute an amendment to the Agreement; and in the case of the City, such Operating Memoranda may be acted upon by the City Manager, Director of Community Development or by their designee. Failure of the Parties to enter into any such Operating Memoranda shall not affect or abrogate any of the rights, duties or obligations of the Parties hereunder or the provisions of the Agreement. An Operating Memoranda may be recorded as an addendum to the Agreement.

11. **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 and Future Entitlements shall be extended for a period of time through the Term of the Agreement as specified in Article III Section 1.

12. **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 and Future 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, sewer collection, sewer treatment, sanitation service and, except for reasons beyond the City's control, 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. Notwithstanding the foregoing, the City acknowledges that sufficient capacity for sewer collection, sewer treatment and sanitation service for the Project exists as of the Effective Date. Owner acknowledges that the City cannot guarantee sufficient capacity for sewer collection, sewer treatment and sanitation service during the Term of this Agreement. The City shall guarantee sufficient capacity for sewer collection, sewer treatment and sanitation service for the Project for one (1) year from the Effective Date.

13. **Termination or Modification.** Notwithstanding the provisions of Section 33-1149 of the City's Zoning Code, the City's right to terminate or modify the Agreement may be exercised pursuant to the terms of Section 33-1149 after a public hearing only if the City determines that the failure of the City to terminate or modify the Agreement would place the residents of the City in an immediate condition dangerous to their health or safety. Owner shall have 60 days from the Effective Date to sign the Agreement or the Agreement shall automatically expire.

14. **Easements.** Easements dedicated for pedestrian use shall be permitted to include easements for underground drainage, water, sewer, gas, electricity, telephone, cable and other utilities and facilities so long as they do not unreasonably interfere with pedestrian use.

15. **Conditions of Approval.** Owner agrees to construct the improvements as required in the Term Sheet as Conditions of Approval to this Agreement. The timing for the improvements will be as described in the Term Sheet.

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## ARTICLE V

### Provision of Public Benefits

1. **Description of Public Benefits.** Owner or its assignees shall compensate the City with the following Public Benefits, as further described in the Term Sheet as consideration for the City's good faith performance of all applicable terms and conditions in the Agreement:

- a. Fulfilling long-term economic goals for the City.
- b. Providing fiscal benefits to the City.
- c. Providing short-term construction employment within the City.
- d. Providing housing which will help to satisfy the City's obligation to meet the City's share of regional housing needs.
- e. Advancement of the City's planned construction of roadway and drainage infrastructure needed in the future to serve areas near or surrounding the Project, and Owner's payments as stated in the Term Sheet.

2. **Occupancy Contingent on Construction of Public Improvements.** Owner acknowledges that the City shall not grant a certificate of occupancy for residences constructed on the Property if all public improvements required in the Term Sheet are not constructed at the times described in the Term Sheet. This contingency for occupancy shall survive the termination of the Agreement.

3. **Recordation of Final Map Contingent on Security for Public Benefits.** Prior to recordation of the Final Map, Owner must enter into an "Agreement for Completion of Improvements," which will detail Owner's construction obligations for project-required improvements and the Public Benefits, and will require Owner to provide financial security for completion of construction and shall be in substantially the form attached at Exhibit C.

4. **Other Governmental Bodies.** To the extent that the City, the City Council, the Planning Commission or any other City board, agency or commission that constitutes and sits as any other board, agency or commission, it shall not take any action that conflicts with the City's obligations under the Agreement.

5. **Processing During Third Party Litigation.** The filing of any third party lawsuit(s) against the City or Owner relating to the Agreement, the Entitlements, any Future 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 Future Entitlements, unless the third party obtains a court order preventing the activity. The City shall not stipulate to or cooperate in the issuance of any such order.

## ARTICLE VI

### Annual Review

1. **City Responsibilities.** At least every twelve (12) months during the Term, the City shall review the extent of good faith substantial compliance by Owner with the terms of the Agreement (the "Annual Review"). At the conclusion of the Annual Review, the City's finding of good faith substantial compliance by Owner with the terms of the Agreement shall be conclusive up to the date of such finding for the purposes of future Annual Reviews or legal action between the Parties.

2. **Owner Responsibilities.** At the annual review, it shall be the responsibility of Owner to demonstrate good faith substantial compliance with the major provisions of the Agreement and to provide, to the best extent possible, the status and timing of development of the Project and related public improvements. If requested by the City, Owner shall provide any additional detail



or information necessary to demonstrate good faith compliance with any particular provision of the Agreement identified by the City.

3. **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 the 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 the Agreement.

4. **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 (10) calendar days prior to consideration and review by the City Council as required by the Development Agreement Legislation.

5. **Annual Review Letter.** If Owner is found to be in substantial compliance with the Agreement after the Annual Review, the City shall issue, upon written request by Owner, a letter to Owner (the "Review Letter") stating that, based upon information known or made known to the City Council, the City Planning Commission, and/or the City Manager, the 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.

6. **Estoppel Certificates.** Either Party may at any time, and from time to time, deliver written notice to the other Party requesting that the other Party certify in writing that to the knowledge of the certifying Party:

a. The Agreement is in full force and effect and is a binding obligation of the Parties.

b. The Agreement has not been amended or modified orally or in writing or, if so amended, identifying the amendments.

c. There exists no material default in the performance of the requesting Party's obligations under the Agreement or, if in default, the nature and amount of any material default.

A Party receiving a request under this Section shall execute and return a certificate within thirty (30) days following receipt of the request. The failure to deliver such certificate within such time shall be conclusive upon the party which fails to deliver such certificate that the Agreement is in full force and effect without modification and that there are no uncured defaults in the performance of the requesting party. A certificate given pursuant to this Section may be relied upon by assignees and mortgagees.

7. **Failure of Annual Review.** The City's failure to perform the 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 VII

### 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, and the manner and period of time of not less than thirty (30) days in which the default must be cured (the "Cure Period"). The Cure Period must provide sufficient and reasonable time for the default to be cured. During the Cure Period, the Party charged shall not be considered in default. If the default is cured within the Cure Period, then no default shall be deemed to exist.

2. **Option to Institute Legal Proceedings or to Terminate.** If a material default is not cured within the Cure Period, the noticing Party may institute legal proceedings as provided in Article VII Section 8 and/or give to the defaulting Party a notice of intent to terminate the

Agreement. If a notice of intent to terminate the Agreement is given, the City Council, within thirty (30) days after the giving of the Notice, shall hold a public hearing in the manner set forth in the Development Agreement Legislation, as amended, to consider and review the matter.

3. **Notice of Termination.** Following consideration of the evidence presented before the City Council and its determination that a default exists, the Party alleging a material default by the other Party, at its option, may give written notice of termination of the Agreement to the other Party and the Agreement shall be terminated immediately upon the giving of the Notice. The validity of the basis for such a termination may be challenged pursuant to Article VII Section 8 by the Party alleged to be in default.

4. **Waiver.** Failure or delay in giving notice of default pursuant to Article VII Section 1 shall not constitute a waiver of any other material default. Except as otherwise expressly provided in the 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.

5. **Default by Owner.** An Annual Review may result in amendment or termination of the Agreement provided a material default has been established by substantial evidence and such default has not been cured within the Cure Period.

6. **Default by the City.** Upon a material default by the City, Owner, without limiting any of its other remedies, shall not be obligated to complete any of its obligations under the Agreement. Upon a City default, any resulting delays in Owner's performance shall neither be construed as a material default by Owner nor constitute grounds for termination or cancellation of this Agreement by the City and the Term shall be extended for the period of any such delay.

7. **Enforced Delay, Extension of Time of Performance.** Neither Party shall be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of nature, unavailability of materials, governmental restrictions imposed or mandated by other applicable governmental entities, suspension of rights in accordance with the existence of unforeseen circumstances, litigation, or similar bases for excused performance. If written notice of such delay is given to the other Party following the commencement of such delay, an extension of time for performance shall be granted in writing for the period of the delay, or longer as may be mutually agreed upon. An extension shall commence to run from time of commencement of the cause of delay.

8. **Institution of Legal Action.** In addition to any other rights or remedies, either Party may institute legal action to cure, correct, or remedy any default, to enforce any provision of the Agreement, to enjoin any threatened or attempted violation of the Agreement, to recover damages for any default, or to obtain any remedies consistent with the purpose of the Agreement. Legal actions shall be instituted in the Superior Court of the County of San Diego, North County Branch, State of California, or in the Federal District Court in the Southern District of California. Pursuant to Code of Civil Procedure Section 638, et seq., all legal actions shall be heard by a referee who shall be a retired judge from either the San Diego County Superior Court, the California Court of Appeal, the United States District Court or the United States Court of Appeals, provided that the selected referee shall have experience in resolving land use and real property disputes. Owner and the City shall agree upon a single referee who shall then try all issues, whether fact or law, and report a finding and judgment thereon and issue all legal and equitable relief appropriate under the circumstances of the controversy before such referee. If Owner and the City are unable to agree upon a referee within ten (10) days of a written request to

do so by either party hereto, it will not be considered a material default by Owner nor constitute grounds for termination or cancellation of the Agreement by the City and the Term shall be extended for the period of any such delay, and either party may seek to have a referee appointed pursuant to Code of Civil Procedure Section 640. The cost of such proceeding shall initially be borne equally by the parties. Any referee selected pursuant to this Article VII Section 8 shall be considered a temporary judge appointed pursuant to Article 6, Section 21 of the California Constitution. Notwithstanding the provisions of this Article VII Section 8, either party shall be entitled to seek declaratory and injunctive relief in any court of competent jurisdiction to enforce the terms of the Agreement, or to enjoin the other party from an asserted breach thereof, pending the selection of a referee as provided in this Article VII Section 8, on a showing that the moving party would otherwise suffer irreparable harm.

## ARTICLE VIII

### Encumbrances and Releases on Property

1. **Discretion to Encumber.** The 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 the 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. The City agrees that it will not unreasonably withhold its consent to any lender requested modification to the Agreement.
2. **Entitlement to Written Notice of Default.** Any mortgagee and its successors and assigns, upon written request to the City, shall be entitled to receive from the City written notice

of any Owner default at the same time Owner is provided with such notice pursuant to Article VII Section 1 above.

3. **Additional Mortgagee Protection.** Any mortgagee of a mortgage or a beneficiary of a deed of trust of the Property shall be entitled to the following rights and privileges:

a. Neither entering into the Agreement nor a breach of the Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage or deed of trust on the Property made in good faith and for value.

b. Any mortgagee receiving the notice referred to in Article VIII Section 2 above shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under the Agreement. If the default is of a nature which can only be remedied or cured by such mortgagee upon obtaining possession, such mortgagee shall seek to obtain possession with diligence and continuity through foreclosure, a receiver or otherwise, and shall thereafter remedy or cure the default or noncompliance within thirty (30) days after obtaining possession. If any such default or noncompliance cannot, with diligence be remedied or cured within such 30-day period, then such mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such default or noncompliance if such mortgagee commences cure during such 30-day period, and thereafter diligently pursues and completes such cure.

## ARTICLE IX

### 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 the 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 the 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, the 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 entire Agreement shall become void.

3. **Entire Agreement.** Except as the Agreement expressly refers to and/or incorporates other agreements between the City and Owner, the Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter of the Agreement. The 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 the Agreement must be in writing and signed by the appropriate agents of the City or of Owner.

5. **Amendments.** All amendments to the Agreement must be in writing signed by the appropriate agents of the City and Owner, in a form suitable for recording in the Official Records of San Diego County, California.

6. **Recording.** The City Clerk shall cause a copy of the Agreement to be recorded with the Office of the County Recorder of San Diego County, California within ten (10) days following the Effective Date. Upon the completion of performance of the 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.

7. **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 the Agreement.

8. **Incorporation of Recitals.** The Recitals set forth in Article I of the Agreement are part of the Agreement.

9. **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.

10. **Consent.** Where the consent or approval of a Party is required or necessary under the Agreement, the consent or approval shall not be withheld unreasonably.

11. **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, as amended.

12. **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 the 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 the Agreement.

13. **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 the Agreement and the satisfaction of the conditions of the Agreement. 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 the Agreement to carry out the intent and to fulfill the provisions of the Agreement or to evidence or consummate the transactions contemplated by the Agreement.

14. **Successors and Assigns.** Subject to Article III Section 2 above, the burdens of the Agreement shall be binding upon, and the benefits of the Agreement inure to, all successors-in-interest and assigns of the Parties.

15. **Time of the Essence.** Time is of the essence of the Agreement and of each and every term and condition hereof.

16. **Applicable Laws.** The Agreement shall be construed and enforced in accordance with the laws of the State of California. All statutory references are to California statutes.

17. **No Waiver of Existing Rights or Applicable Laws.** The 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.

18. **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.

19. **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**

The Agreement has been executed by the Parties as of the dates set forth below:

CITY OF ESCONDIDO

CITY OF ESCONDIDO

By: \_\_\_\_\_  
Sam Abed  
Its: Mayor

By: \_\_\_\_\_  
Diane Halverson  
Its: Clerk

LINDA D. PICKERING  
as trustee for the LINDA D. PICKERING FAMILY TRUST initially created February 25, 2009  
by Pacific Land Investors, LLC, a Delaware limited liability company, as attorney-in-fact

By: \_\_\_\_\_  
Its: \_\_\_\_\_

PEGGY L. LEHRKE  
As trustee for the PEGGY L. LEHRKE FAMILY TRUST initially created February 25, 2009  
by Pacific Land Investors, LLC, a Delaware limited liability company, as attorney-in-fact

By: \_\_\_\_\_  
Its: \_\_\_\_\_

(SIGNATURES ABOVE MUST BE NOTARIZED)

APPROVED AS TO FORM AND CONTENT:

CITY OF ESCONDIDO

By: \_\_\_\_\_  
Jeffrey R. Epp  
Its: City Attorney

LOUNSBERY FERGUSON ALTONA & PEAK, LLP

By: \_\_\_\_\_  
David W. Ferguson, Esq.  
Attorney for Pacific Land Investors, LLC

**Exhibit A**

**LEGAL DESCRIPTION**

Address: 2056 N. Ash Street

Real property in the unincorporated area of the County of San Diego, State of California,  
described as follows:

LOT(S) "M" IN BLOCK 418, BEING A SUBDIVISION OF BLOCK 418 AND 419 OF THE RANCHO  
RINCON DEL DIABLO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO  
THE MAP THEREOF NO. 1520 MADE BY J.M. GRAHAM, FILED IN THE OFFICE OF THE COUNTY  
RECORDER OF SAN DIEGO COUNTY, JANUARY 21, 1913.

APN: 224-142-01-00

**EXHIBIT B**

**ENTITLEMENTS**

1. Tentative Subdivision Map (Tract 13-0011), (the "Tentative Map"), by City Council Resolution No. 2014-128 on \_\_\_\_\_, including grading exemptions.
2. Mitigated Negative Declaration (Tract 13-0011) ER ENV13-0015, certified by City Council Resolution No. on \_\_\_\_\_.
3. Prezone for APN: 224-142-01-00, certified by City Council Resolution No. 87-01 on January 21, 1987 (Case No. 86-95-PZ).

**EXHIBIT C**

**AGREEMENT FOR COMPLETION OF IMPROVEMENTS**

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_, by and between the CITY OF ESCONDIDO, a municipal corporation, hereinafter referred to as "CITY," and \_\_\_\_\_ a \_\_\_\_\_ hereinafter referred to as "APPLICANT";

WHEREAS, APPLICANT proposes to construct a building, structure or development at \_\_\_\_\_ in the City of Escondido, County of San Diego, State of California, the "Project"; and

WHEREAS, certain public improvements are required to be constructed and/or installed in the streets and/or easements adjacent to the lot or parcel upon which such the Project is to be constructed or erected; and

WHEREAS, pursuant to the provisions of Ordinance No. 93-2 of the Escondido Municipal Code, it is necessary that certain public improvements as detailed in the plans and specifications on file with the City Engineer of the City of Escondido, the "Improvements", be constructed and/or installed as a condition of and prerequisite to final inspection and acceptance of the Project.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. APPLICANT hereby agrees, at its sole cost and expense, to furnish all labor, equipment and materials to construct the Improvements in a good workmanlike manner and in conformance with the approved plans and specifications on file with the City Engineer. APPLICANT agrees that the Improvements shall be completed within two years from the date of this Agreement. The Improvements shall be completed to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted by the CITY. The estimated cost of the Improvements is the sum of \$ \_\_\_\_\_.

2. APPLICANT covenants that all Improvements shall be constructed in a manner that does not damage existing public property. Should any damage occur to public property, including, but not limited to, the Improvements in the public right-of-way as a result of APPLICANT or APPLICANT'S contractor performing construction, APPLICANT shall be responsible for repair or reconstruction of the public property. Such repair or reconstruction shall be at the APPLICANT'S sole expense and shall be completed to the satisfaction of the City Engineer.

3. The CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to APPLICANT or any other person for, and APPLICANT shall indemnify, defend, protect and hold harmless Indemnitees 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 (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by construction of the Improvements. The CITY shall not by its approval of the Project, or any part of it, or by entering into this Agreement, or by granting any permits concerning this Project or Improvements, be deemed an insurer or surety for the design or construction of the Improvements.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which APPLICANT has agreed to indemnify Indemnitees as provided above, APPLICANT, upon notice from the CITY, shall defend Indemnitees at APPLICANT'S expense by counsel acceptable to the CITY, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

If a court of competent jurisdiction determines that the CITY has acted with negligence with respect to anything covered in this Agreement, APPLICANT'S obligation to indemnify the CITY shall be limited by the provisions of California Civil Code Section 2782(b).

4. APPLICANT 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. 2001-01) 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 of the Project or the Improvements.

5. It is further agreed that APPLICANT will at all times, prior to CITY acceptance of the Improvements, give good and adequate warning to the traveling public of each and every defective and/or dangerous condition existing in the affected public rights-of-way and/or easements or any of them, and will protect the traveling public from such defective or dangerous conditions. It is understood and agreed that until acceptance of the Improvements, each of the affected public rights-of-way and/or easements not accepted as improved shall be under the charge of APPLICANT for the purposes of this Agreement. APPLICANT may, upon approval of the City Engineer, close all or a portion of any public right-of-way whenever it is reasonably necessary to protect the traveling public during construction of the Improvements. APPLICANT agrees that the provisions of Sections 3 and 4, respecting indemnification, are applicable to the obligations as set forth in this Section 5.

6. APPLICANT hereby agrees to pay for any inspection of streets and/or easements as may be required by CITY ordinances.

7. It is further agreed that APPLICANT shall file with the City Clerk at the time of signing this Agreement a good and sufficient bond or Instrument of Credit in an amount not less than the estimated cost of the Improvements, as specified above, for the faithful performance of the terms and conditions of this Agreement, including payment for all labor and materials furnished in connection therewith and the guarantee and warranty of the Improvements for a period of two years against any defective work or labor or defective materials furnished, and that should the sureties on the bond or either of them become insufficient, APPLICANT agrees to renew the bond with good and sufficient sureties within ten (10) days after receiving notice that the sureties are insufficient.

8. In lieu of filing a bond as provided above, APPLICANT may deposit with the City Clerk or with a responsible escrow agent, bank, savings and loan or trust company, a sum of money or other form of security acceptable to the City Attorney, not less than the estimated cost of the Improvements as above specified, together with instructions to the escrow agent or bank, savings and loan or trust company for the payment of such money, which instructions shall be subject to the approval of the City Attorney.

9. Upon mutual consent of APPLICANT and the City Engineer, the City Engineer may make such changes, alterations or additions to the plans and specifications for the Improvements as may be determined necessary and desirable by the City Engineer for the proper completion of the Improvements and no such changes, alterations or additions shall relieve the surety or sureties on any bond given for the faithful performance of this Agreement.

10. It is further agreed by and between the parties hereto that, in the event it is deemed necessary to extend the time of completion of the Improvements required under this Agreement, the extension may be granted by the CITY and shall in no way affect the validity of this Agreement, nor shall such extension release the surety or sureties on any bond given for the faithful performance of this Agreement. In accordance herewith, the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

11. It is further agreed by and between the parties hereto that the terms of this Agreement shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the above-described land or any part thereof.

**SIGNATURE PAGE FOLLOWS**



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

CITY OF ESCONDIDO

Date: \_\_\_\_\_ By \_\_\_\_\_  
City Manager

APPLICANT

Date: \_\_\_\_\_ By \_\_\_\_\_  
Authorized Signature

Address:  
\_\_\_\_\_

\_\_\_\_\_  
(SIGNATURES MUST BE NOTARIZED)

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

\_\_\_\_\_  
City Attorney

**EXHIBIT D**  
**TERM SHEET**

**1. Background.** Developer Pacific Land Investors, LLC, seeks to acquire and improve several undeveloped tracts/subdivisions within the Stanley/Lehner Block and the Stanley/Vista Block as depicted on Exhibit E. Owners of the undeveloped property within the Stanley/Lehner Block and the Stanley/Vista Block seek separate development agreements with terms that spread the cost of the various improvements across all owners. Development agreements for Tracts 889 and 894 have been completed and recorded in the official records of the San Diego County Recorder. In addition to the Tract 889 and 894 properties, Developer envisions another 57 units, including those in SUB13-0003 and SUB13-0013 which were approved on 6-18-14, may be developed within the Stanley/Lehner Block and 40 units may be developed within the Stanley/Vista Block. Developer further envisions the possibility that all undeveloped properties within the Stanley/Lehner and Stanley/Vista Blocks will be developed at the same time. The 97 units to be developed shall be subject to cost sharing for the improvements described below. City seeks to ensure that the necessary public infrastructure improvements are made in a timely manner, even if the properties are not developed as one unit.

**2. Sale of Property.** Owner has entered into an agreement to sell the Property to Pacific Land Investors, LLC, ("PLI") and by letter dated November 18, 2013 on file with the City, has authorized Mark Ferraro of PLI to act on its behalf with respect to this Agreement.

**3. Owner Financial Contribution to Capital Improvement Projects.** Owner agrees to construct or financially support all mitigation measures, all improvements required as conditions of approval in the Escondido City Council Resolution approving the Property's Tentative Map and the following improvements based upon Escondido Design Standards and Standard

Drawings (Effective Date: April 2, 2014). All improvements shall be designed to satisfaction of the City Engineer and a performance bond posted for the improvements and agreement for completion of improvements, as provided in this Term Sheet. Owner will contribute the following funds which the City shall use to finance certain roadway and drainage improvements in the vicinity of the Project:

**a. North Broadway Deficiency Fee.** Owner shall pay the City \$12,500.00 per unit shown on the Project's approved Final Map prior to the City's grant of the first building permit for the Project.

**b. Stanley Water Line Reimbursement.** Owner shall pay THREE THOUSAND FIVE HUNDRED AND FIFTY-FIVE DOLLARS (\$3,555) per unit for the Property's proportionate share directly to BG LIHTC, LLC, a California limited liability company (or its assignee) or to such other owner within the Stanley/Lehner Block that constructs the twelve inch (12") water line along Stanley Avenue as described in the Development Agreement for Tract 889 between City of Escondido and BG LIHTC, LLC, a California limited liability company, recorded in the Official Records of the San Diego County Recorder's Office as Doc. No. 2014-0075897 on February 25, 2014. This reimbursement provision shall expire on January 10, 2024.

**c. N. Ash Street & Lehner Avenue Intersection Improvements.** Prior to the issuance of a building permit, Owner shall directly reimburse ONE THOUSAND TWO HUNDRED ELEVEN (\$1,211) per unit (\$69,000/57 units) planned under this Agreement to the owner of any tract or subdivision within the Stanley/Lehner Block who constructs the street improvements required prior to the 40th dwelling unit constructed in the Stanley/Lehner Block during the term of this Agreement. The City shall include a requirement in future development agreements for development of any property within Stanley/Lehner Block to reimburse the

owner who constructs the street improvements \$1,211 per unit for that property's proportionate share of the street improvements. The reimbursement provision shall expire ten years after the Effective Date.

**d. N. Ash Street. & Vista Avenue Intersection Improvements.** Prior to the issuance of a building permit, Owner shall directly reimburse Eight Hundred and Twenty-Five dollars (\$825) per unit (\$80,000/97 units) subject to this Agreement to the developer or owner of any tract or subdivision within the Stanley/Lehner Block who constructs the street improvements required prior to the 40th dwelling unit constructed during the term of this agreement. The City shall include a requirement in future development agreements for development of any property within Stanley/Lehner Block and the Stanley/Vista Block to reimburse the owner who constructs the street improvements \$825 per unit for that property's proportionate share of the street improvements. The reimbursement provision shall expire ten years after the Effective Date.

**e. N. Ash Street & Vista Avenue Intersection Future Traffic Signal.** Prior to the issuance of a building permit for the Project, Owner shall deposit with the City Two Thousand Two Hundred and Sixteen dollars (\$2,216) per unit subject to this Agreement, to be held by the City of Escondido for future reimbursement to the developer/owner who completes the traffic signal installation to the satisfaction of the City or County Engineer. The collected fund shall be disbursed upon acceptance of the traffic signal by the City of Escondido or County of San Diego. If not disbursed within ten years of the Effective date, the funds shall be transferred to the general fund of the City of Escondido.

**4. Owner Building Permit Pre-conditions.**

**a. N. Ash Street and Lehner Avenue Road Improvements.** Prior to the final inspection of the 40th dwelling unit in the Stanley/Lehner Block, constructed during the term of

this agreement by any developer or owner on any property within the Stanley/Lehner Block, Owner shall improve the intersection at N. Ash Street and Lehner Avenue, including dedicated turn lanes as described in section 13.2, Mitigation Measures, of the project's traffic impact analysis. All improvements shall be designed to satisfaction of the City Engineer and a performance bond posted for the improvements and agreement for completion of improvements, as provided in this Term Sheet. This improvement shall not include a traffic signal.

**b. N. Ash Street and Vista Avenue Road Improvements.** Prior to the final inspection of the 40th dwelling unit in the Stanley/Lehner Block, constructed during the term of this agreement by any developer or owner on any property within the Stanley/Lehner Block, Owner shall improve the intersection at N. Ash Street and Vista Avenue, including dedicated turn lanes as described in section 13.2, Mitigation Measures, of the project's traffic impact analysis. All improvements shall be designed to satisfaction of the City Engineer and a performance bond posted for the improvements and agreement for completion of improvements, as provided in this Term Sheet. This improvement shall not include a traffic signal.

**c. Ash Street Pedestrian Walkway.** Owner shall not obtain a building permit for the Project prior to either (a) the construction of a 4 foot wide pedestrian walkway on one side of Ash Street from Sheridan Avenue to Vista Avenue, or (b) Owner's design and submittal of a performance bond and an agreement for completion of improvements to construct the walkway. The walkway shall be designed to the satisfaction of the City Engineer and bonded prior to approval of Final Map and constructed prior to final inspection of project's last unit.

**d. Conway Drive Pedestrian Walkway.** Owner shall not obtain a building permit for the Project prior to either (a) the construction of a 4 foot wide pedestrian walkway on the east side of Conway Drive from Lehner Avenue to Rincon Avenue or (b) Owner's design and

submittal of a performance bond and an agreement for completion of improvements to construct the walkway. The walkway shall be designed to the satisfaction of the City Engineer and bonded prior to approval of Final Map and constructed prior to final inspection of project's last unit.

**e. Stanley Avenue Water Line.** Owner shall not obtain a building permit for the Project prior to either (a) the construction of a 12" water line along Stanley Avenue from the Property's western boundary to Conway drive or (b) Owner's design and submittal of a performance bond and an agreement for completion of improvements to construct a 12" water line along Stanley Avenue from the Property's western boundary to Conway Drive. The water line shall be designed to the satisfaction of Utilities Director and bonded prior to approval of Final Map and constructed prior to issuance of first building permit or as determined by the Utilities Director.

**f. Conway Drive Water Line** Owner shall not obtain a building permit for the Project prior to either (a) the construction of a 24" water line along Conway Drive from Lehner Avenue to Stanley Avenue or (b) Owner's design and submittal of a performance bond and an agreement for completion of improvements to construct a 24" water line along Conway Drive from Lehner Avenue to Stanley Avenue. The water line shall be designed to the satisfaction of Utilities Director and bonded prior to approval of Final Map and constructed prior to issuance of first building permit or as determined by the Utilities Director.

**5. City Financial Contribution to Capital Improvement Projects.**

**a. Water Line Upgrade.** If Owner constructs the 24" water line along Conway Drive from Lehner Avenue to Stanley Avenue the City will waive \$64,311.50 of the Project's water connection fees.

b. **Ash Street Public Benefits Reimbursement.** If Owner makes improvements to Ash Street as described in the Engineering Division Conditions, Street Improvement and Traffic, items 6, 7, and 8; the City will waive \$102,450 of the Project's N. Broadway deficiency fees.

6. **Substantial Conformance.** Parties anticipate the Stanley/Lehner Block will be graded and developed under one grading plan that may cover multiple tracts and consolidate multiple on-site detention basins into a single location. If requested by Owner, City shall not unreasonably withhold a finding of substantial conformance for a modified Tentative Map that facilitates this process provided the modified Tentative Map substantially conforms to the conditions of approval, adequate surety has or will be provided for the off-site drainage facilities and a Water Quality Technical Report for the revised grading design has been approved by the City Engineer. For purpose of determining the necessity of grading exemptions, interior property lines between the included tracts will be disregarded.

7. **Notice.** Addresses for Notice described in Article III, paragraph 7 of the Agreement are as follows:

To the City:  
City Clerk  
City of Escondido  
201 N. Broadway  
Escondido, CA 92025  
FAX (760) 741-7541

With Copy to:  
Jeffrey R. Epp, Esq.  
City Attorney  
City of Escondido  
201 N. Broadway  
Escondido, CA 92025  
FAX (760) 741-7541

To the Owner:

Pacific Land Investors, LLC  
Attn: Mark Ferraro  
111 Pacifica, Ste. 130  
Irvine, CA 92618  
FAX 949-789-0006

With copy to:

David W. Ferguson, Esq.  
Lounsbury Ferguson Altona & Peak, LLP  
960 Canterbury Place, Suite 300  
Escondido, CA 92025  
FAX (760) 743-9926

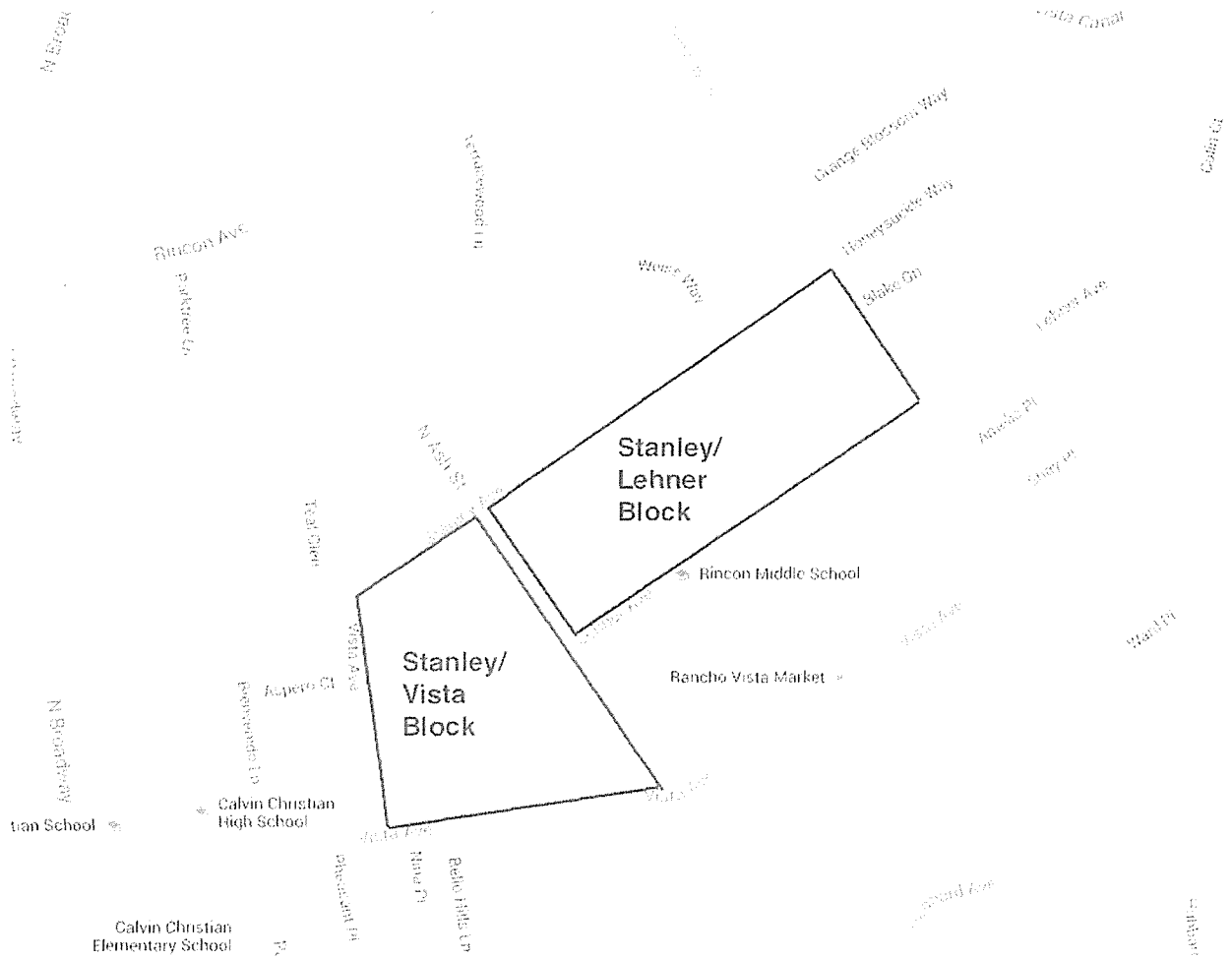
The addresses to which notices shall be sent may be changed by giving ten (10) days written notice of change of address in the manner set forth above.

END OF TERM SHEET



**EXHIBIT E**

**Stanley/Lehner Block and Stanley/Vista Block**



[GRAPHIC IMAGE NOT RECORDABLE]

**Draft Environmental Document**

**INITIAL STUDY / MITIGATED NEGATIVE DECLARATION  
California Environmental Quality Act (CEQA)**

**13-Lot Residential Development (APN 224-142-01)  
and Annexation**

**Project Case # PHG 13-0043, PHG 13-0044, SUB 13-0011, ENV 13-0015**

**Submitted to:  
City of Escondido  
Jay Petrek, AICP, Principal Planner  
Planning Division  
201 North Broadway  
Escondido, CA 92025-2798**

**Prepared for:  
Pacific Land Investors, LLC**

**Prepared by:  
VCS Environmental  
30900 Rancho Viejo Road, Suite 100  
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**June 2014**

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June 20, 2014

John Kaye  
Pacifica Land investors, LLC  
111 Pacifica, Suite 130  
Irvine, CA 92618

Subject: Environmental Review Determination, Initial Study  
(Planning Case Files: PHG 13-0043, PHG 13-0044, SUB 13-0011, ENV 13-0015)

Dear John:

An analysis of your proposed annexation of approximately 5.7 acres including a Tentative Subdivision Map of 13 lots on approximately 4.2 acres (Planning Case Files noted above) has resulted in the enclosed "Notice of Proposed Mitigated Negative Declaration," issued in draft form. Issuance of this document indicates the City determined the following:

The Initial Study identified potentially significant effects pertaining to biology, noise, transportation / traffic, and hydrology, but revisions in project plans and/or mitigation measures, made by, or agreed to by the applicant would provide mitigation to a point where no significant effects will occur.

Public notice of the proposed Mitigated Negative Declaration has been distributed for public review, ending on July 21, 2014. Depending on the relevance of any public comments received during the public review period, staff reserves the right to change the terms and conclusions of this "Proposed Mitigated Negative Declaration."

If you have questions please feel free to contact me at (760) 839-4556.

Sincerely,

A handwritten signature in black ink that reads "Jay Petrek". The signature is written in a cursive style with a large initial "J".

Jay Petrek, AICP  
Assistant Planning Director

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

**MITIGATED NEGATIVE DECLARATION**

**CASE NO.:** "Pickering Annexation" PHG 13-0043, PHG 13-0044, SUB 13-0011, ENV 13-0015

**DATE ISSUED:** June 20, 2014

**PUBLIC REVIEW PERIOD:** June 21, 2014 – July 21, 2014

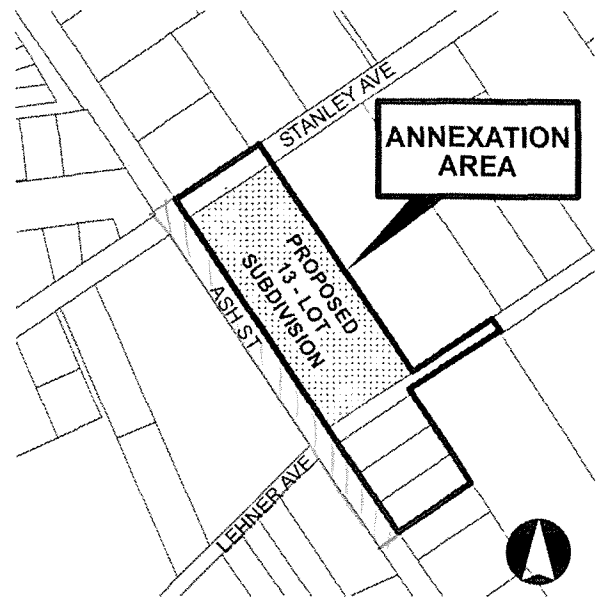
**PROJECT DESCRIPTION:** Annexation of approximately 5.7 acres involving development of a 13-lot Tentative Tract Map on 4.2 acres with graded peripheral fill slopes up to 13 feet in height, demolition of 1 single family dwelling, related storage structures, and on-site vegetation in the R-1-10 zone (single-family residences – 10,000 SF minimum lot size), and annexation of three adjacent vacant properties (no development proposed) totaling approximately 1.5 acres. The request includes detachment from County Special District 135, construction of various on and off-site streets and utilities infrastructure on portions of Ash Street, Stanley and Lehner Avenues fronting the project. A Development Agreement is also proposed with a five-year term that authorizes construction in exchange for upgrading existing water, street and drainage infrastructure in the area as well as additional fees toward future construction of priority street and drainage improvements in the North Broadway area.

**LOCATION:** 2056 N. Ash Street, in addition to three vacant properties (APNs 224-142-26, 27, 28) as well as fronting roadways of Stanley and Lehner Avenues

**APPLICANT:** Pacific Land investors, LLC, 111 Pacific, Suite 130, Irvine CA 92618

An Initial Study has been prepared to assess this project as required by the California Environmental Quality Act and Guidelines, Ordinance and Regulations of the City of Escondido. The Initial Study is on file in the City of Escondido Planning Division.

**Findings:** The findings of this review are that the Initial Study identified potentially significant impacts associated with biology, noise, transportation & traffic and hydrology. However, mitigation measures incorporated into the project, and agreed to by the applicant, would reduce impacts to a less than significant level.



*Jay Petrek*  
 Jay Petrek, AICP  
 Assistant Planning Director



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

## ACKNOWLEDGEMENT OF ENFORCEABLE COMMITMENT

Planning Case No.: PHG 13-0043, PHG 13-0044, SUB 13-0011, ENV 13-0015

The items listed on the attached Mitigation Monitoring Program constitute an enforceable commitment in conformance with Section 21081.6(b) of the California Environmental Quality Act (Public Resources Code Sections 21000-21178). The applicant shall be required to provide, and comply with, all of the mitigation measures listed herein. These mitigation measures also have been included as conditions of the project approval.

6-17-14	Pacific Land Investors, LLC Mark Ferraro, President	
Date	Applicant's Name (printed)	Applicant's Signature

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## MITIGATION MONITORING PROGRAM

City of Escondido

13-Lot Residential Development (APN 224-142-01) and Annexation

Project Case # PHG 13-0043, PHG 13-0044, SUB 13-0011, ENV 13-0015

TABLE 1: MITIGATION MONITORING PROGRAM

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
IV. Biology	Trees	<b>BIO-1a:</b> Impacts to 51 mature trees shall be mitigated by replacement of 51 mature trees at a one-to-one (1:1) ratio with a minimum size of a 24-inch box, and the 1 protected tree shall be replaced at a 2:1 ratio with a minimum size of a 24-inch box, or as otherwise determined by the City Planning Department.	Replacement of trees	Applicant	City of Escondido	Prior to occupancy	One-time planting
IV. Biology	Trees	<b>BIO-1b:</b> Any mature trees removed as part of the future development of the Additional Annexation Area would be replaced at a 1:1 ratio with a minimum size of a 24-inch box. If any protected trees are located in the Additional Annexation Area at the time of the future development, they will be replaced at a 2:1 ratio with a minimum size of a 24-inch box (Zoning Code Section 33-1069).	Replacement of trees	Applicant	City of Escondido	Prior to occupancy	One-time planting
IV. Biology	Non-Native Grassland	<b>BIO-2:</b> Impacts to NNG within the Additional Annexation Area shall be mitigated at a reduced ratio of 0.5:1 through the acquisition of NNG credits from the Daley Ranch Bank or other approved mitigation bank.	Purchase of credits from Daley Ranch Bank	Applicant	City of Escondido	Prior to issuance of grading permit	One-time planting
IV. Biology	Raptor Nests	<b>BIO-3:</b> A qualified biologist shall	Surveys if	Applicant	City of	Pre-	Pursuant to

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
IV. Biology	Nesting Birds	<p>determine if any active raptor nests occur on or in the immediate vicinity of the Project Area if construction is set to commence or continue into the breeding seasons of raptors (January 1 to September 1). If active nests are found, their situation shall be assessed based on topography, line of site, existing disturbances, and proposed disturbance activities to determine an appropriate distance of temporal buffer.</p> <p><b>BIO-4:</b> If Project construction cannot be avoided during the period of January 1 through September 1, a qualified biologist will survey potential nesting vegetation within the Project Area for nesting birds, prior to commencing any Project activity. Surveys will be conducted at the appropriate time of day, no more than three days prior to vegetation removal and/or disturbance. Documentation of surveys and findings will be submitted to the City for review and concurrence prior to conducting Project activities. If no nesting birds were observed and concurrence was received, Project activities may begin. If an active bird nest is located, the nest site will be fenced a minimum of 200 feet (500 feet for special status species and raptors) in all directions, and this area will not be disturbed until after September 15 or until the nest becomes inactive. If threatened or endangered species are observed</p>	<p>construction between January 1 to September 1. Avoidance and buffer if nests found.</p> <p>Surveys if construction between January 1 to September 1. Avoidance and/or buffer if nests found.</p>	Applicant	City of Escondido	Pre-construction	Pursuant to measure

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
IX. Hydrology & Water Quality	Drainage facilities	<p>within 500 feet of the work area, no work will occur during the breeding season (January 1 through September 1) to avoid direct or indirect (noise) take of listed species.</p> <p><b>HYD-1a:</b> Adequate drainage improvements shall be installed within the Lechner Avenue right-of-way to the satisfaction of the Engineering Department based on the City's adopted Drainage Master Plan, or subsequent updated technical analyses approved by the City to accommodate storm water flows.</p>	Drainage improvements	Applicant/ Contractor	City of Escondido	During Construction	N/A
XII. Noise	During construction, there is a potential of exposure to high noise levels.	<b>N-1:</b> The Project Applicant and/or contractor shall ensure that all construction equipment will have properly operating mufflers.	Maintain Equipment	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction
XII. Noise	During construction, there is a potential of exposure to high noise levels.	<b>N-2:</b> Noise and groundborne vibration construction activities whose specific location on the Project Area may be flexible (e.g., operation of compressors and generators, cement mixing, general truck idling) shall be conducted as far as possible from the nearest noise- and vibration-sensitive land uses.	Locate equipment away from sensitive receptors	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction
XII. Noise	During construction, there is a potential of exposure to	<b>N-3:</b> Construction activities associated with the proposed Project shall, to the extent feasible, be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes	Construction scheduling monitoring use of impact tools	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
	high noise levels.	high noise levels. When the use of impact tools are necessary, they shall be hydraulically or electrically powered when feasible to minimize noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used and external jackets on the tools themselves shall be used where feasible.					
XII. Noise	During construction, there is a potential of exposure to high noise levels.	<b>N-4:</b> The Applicant shall locate stationary construction noise sources away from adjacent receptors, to the extent feasible, and ensure that they are muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent feasible.	Locate equipment away from sensitive receptors	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction
XII. Noise	During construction, there is a potential of exposure to high noise levels.	<b>N-5:</b> If the Project is under the jurisdiction of the County at the time of development, the Applicant and/ or Contractor shall notify all construction workers prior to the commencement of construction that activities generating impulsive noise levels at the Project Area must be limited to no more than 15 minutes in a given hour when such activities are located adjacent to an off-site sensitive receptor (residence). Impulsive noise is defined by the County as a single noise event or a series of single noise events that causes a high peak noise level of short duration (one second or less) measured at a specific location (Section 36.410 of the County's	Construction worker education/notification	Applicant/ Contractor	County of San Diego	During construction	Daily monitoring during project construction

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
XII. Noise	During construction, there is a potential of exposure to high noise levels.	Noise Abatement and Control Ordinance). <b>N-6:</b> The applicant shall designate a construction relations officer to serve as a liaison with surrounding residents and property owners who shall be responsible for responding to any concerns regarding construction noise and vibration.	The liaison's telephone number(s) shall be prominently displayed at the project site. Signs shall also be posted at the project site that include permitted construction days and hours.	Applicant/ Contractor	City of Escondido	During Construction	Daily monitoring during project construction
XII. Noise	During construction, there is a potential of exposure to high noise levels.	<b>N-7:</b> Construction activities shall be limited to permitted construction hours designated by the applicable jurisdiction for the project at the time of development. If the project is under the jurisdiction of the County at the time of development, construction activities shall be limited to between the hours of 7:00 A.M. and 7:00 P.M. from Monday through Saturday. Further, no construction activity shall be undertaken on Sundays and recognized County holidays (Section 36.408 of the County's Noise Abatement and Control Ordinance). If the project is under the jurisdiction of the City at the time of development, construction activities shall be limited to between the hours of 7:00 A.M. and 6:00 P.M. from Monday through Friday, and between the hours of 9:00 A.M. and 5:00 P.M. on Saturdays. Further, no construction	Limit hours of construction operation	Applicant/ Contractor	City of Escondido and County of Escondido	During Construction	Daily monitoring during project construction



Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
XII. Noise	During occupancy	<p>activity shall be undertaken on Sundays and recognized City holidays (Section 17-234 of the City's Municipal Code).</p> <p><b>N-8:</b> Prior to the issuance of a certificate of occupancy, the Applicant shall ensure that all exterior windows associated with the proposed residential uses at the Project Area shall be constructed to provide a sufficient amount of sound insulation to ensure that interior noise levels would be below an Ldn or CNEL of 45 dB in any room.</p>	Sound insulating windows	Applicant/ Contractor	City of Escondido	Prior to occupancy	One-time review
XVI. Transportation & Traffic	Decrease in service at the N. Ash Street / Lechner Avenue intersection	<p><b>T-1:</b> N. Ash Street / Lechner Avenue - The applicant/developer shall improve this intersection prior to construction of the 40th unit within the Lechner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lechner Avenue and Stanley Avenue). Dedicated turn lanes should be provided at the southbound, westbound and northbound approaches. The applicant/developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction. School related signing and striping should be implemented at the intersection per the Manual on Uniform Traffic Control Devices (MUTCD).</p>	Improvement of intersection.	Applicant	City of Escondido	Prior to construction of 40th unit	N/A

Issue	Potential Impact	Mitigation Measures	Action	Implementing Entity	Governing Agency	Implementation Timing	Monitoring Frequency
XVI. Transportation & Traffic	Decrease in service at the N. Ash Street / Vista Avenue intersection	T-2: N. Ash Street / Vista Avenue - The applicant/developer shall improve this intersection with dedicated turn lanes on all approaches prior to construction of the 40th dwelling unit within the Lehner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lehner Avenue and Stanley Avenue). School related signing and striping should be implemented at the intersection per the MUTCD. The applicant/developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction.	Improvement of intersection payment of fair share.	Applicant	City of Escondido	Prior to construction of 40 <sup>th</sup> unit	N/A
XVI. Transportation & Traffic	Increased traffic and construction scheduling	T-3: No construction material or equipment deliveries should be scheduled during peak school pick-up/drop-off periods	Schedule deliveries to not interfere with school traffic.	Applicant	City of Escondido	During construction	Daily
XVI. Transportation & Traffic	Pedestrian mobility	T-4: The Development shall construct a 4 foot wide pedestrian path along Conway Street between Rincon Avenue and Stanley Avenue	Construct pedestrian path.	Applicant	City of Escondido	During construction	N/A
XVI. Transportation & Traffic	Increased traffic	T-5: Prior to the issuance of a building permit, the applicant/developer shall deposit with the City a Fair Share Contribution for the construction of a traffic signal at the N. Ash Street/Vista Avenue intersection to the satisfaction of the City Engineer	Funding per Development Agreement.	Applicant	City of Escondido	Prior to issuance of building permits	N/A

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# INITIAL STUDY / ENVIRONMENTAL CHECKLIST

## PROJECT TITLE

13-Lot Residential Development (APN 224-142-01) and Annexation  
Case Numbers: PHG 13-0043, PHG 13-0044, SUB 13-0011, ENV 13-0015

## LEAD AGENCY

City of Escondido  
201 North Broadway  
Escondido, CA 92025

Prepared by:  
VCS Environmental  
30900 Rancho Viejo Road, Suite 100  
San Juan Capistrano, CA 92675-1763

## PROJECT CONTACT

Jay Petrek, Assistant Planning Director  
City of Escondido  
Planning Division  
jpetrek@escondido.org  
(760) 839-4556

## PROJECT LOCATION

The Project, as defined in the following sections, is located at the northern limits of the City of Escondido (City) (Figure 1). The Project's proposed residential development site is bounded by North Ash Street to the west, Stanley Avenue to the north and Lehner Avenue to the south. The proposed City annexation area includes the development site's footprint as well as an approximate 280-foot segment of Stanley Avenue, an approximate 530-foot segment of Lehner Avenue and 3 contiguous parcels south of Lehner Avenue (Figure 2).

## PROJECT PROPONENT

Mark Ferraro  
Pacific Land Investors, LLC  
111 Pacifica, Suite 130  
Irvine, CA 92618

## GENERAL PLAN / ZONING

County Zoning (existing): Semi-Rural Residential of 1 dwelling unit per 1 gross acre, slope less than 25%.

County General Plan Designation (existing): SR-1 (1 DU/1, 2, 4 ac) – Agriculture. One unit per acre allowed density.

City of Escondido Zoning (pre-zoned): R-1-10 for Single-Family Residential – Suburban - 10,000 square feet minimum lot size.

City General Plan Designation (existing): Residential – Suburban (3.33 units/acre)

## PROJECT DESCRIPTION

The proposal analyzed in this Initial Study is comprised of two elements: the "Development" and the "Additional Annexation Area." The Development includes the Tentative Tract Map (TTM; Figure 3), the annexation of the development depicted on the TTM, and the Development Agreement associated with the TTM. The Additional Annexation Area includes the approximate 280-foot segment of Stanley Avenue, an approximate 530-foot segment of Lehner Avenue, and three contiguous parcels (APN 224-142-26, 27 and 28) located south of Lehner Avenue. Collectively, these two elements define the "Project." The "Development Site" is the area shown on the TTM and the off-site improvements, and the "Project Area" includes the Development Site and the Additional Annexation Area. The Development Agreement between the City and the applicant/developer defines the cost sharing arrangements for public infrastructure improvements and off-site street improvements, as described below. The case numbers associated with the Project are PHG 13-0043, PHG 13-0044, SUB 13-0011, ENV 13-0015.

The Development proposes the construction of 13 single-family detached residences on an approximately 4.2-acre site (APN 224-142-01); one existing single-family residence and various outbuildings and horse stables would be demolished. The Development will result in on-site infrastructure improvements, including a new local street, underground utilities, and a bioretention basin to treat storm flows, and off-site improvements to existing streets by providing additional turn lanes at 3 intersections.

The Development lies within the North Broadway Region of Influence, which has had critical infrastructure deficiencies with respect to streets, drainage and water storage and delivery. Per City Ordinance 94-16, should adequate facilities not be available within the region of influence, development projects are subject to the approval of a development agreement. The agreement must ensure that the project either provide facilities necessary to upgrade existing deficiencies or financially participate toward their solution. The applicant/developer proposes to contribute to improvements as required by the Project's Development Agreement, which will allow the construction to proceed in return for funding the upgrade of existing water, street and drainage infrastructure in the area. As described in the Development Agreement, compensation for these upgrades includes payment of a Community Benefit Fee of \$12,500 per dwelling unit for street and traffic improvements. The Development Agreement also requires that the applicant reimburse the owner of Tract 889 \$3,555 per dwelling unit for construction of the 12" water line along Stanley Avenue between Ash Street and Conway Drive. Regarding street infrastructure improvements, dedicated turn lanes will be constructed at the southbound, westbound and northbound approaches of the N. Ash Street / Lehner Avenue intersection and at all approaches of the N. Ash Street / Vista Avenue intersection. In addition, the Development will include construction of a

traffic signal at the N. Ash Street / Vista Avenue intersection and construction of a 4-foot-wide pedestrian path along Conway Street between Rincon Avenue and Stanley Avenue.

Adequate drainage improvements shall be installed within the Lehner Avenue right-of-way to the satisfaction of the Engineering Department based on the City's adopted Drainage Master Plan, or subsequent updated technical analyses approved by the City to accommodate storm water flows. The selection of the drainage alternative will be made at the time of final engineering in conjunction with final drainage studies. The City will give final approval of the selected alternative.

The Project includes annexation of unincorporated San Diego County (County) land by the City of Escondido (City). No existing residences or structures are found on APNs 224-142-26, 27 and 28 and none are proposed. If future development is proposed on these three parcels, that development could be subject to additional California Environmental Quality Act (CEQA) review if the future development constitutes a project under CEQA. The Development Site and Annexation Area lie within the City's sphere of influence and share the existing County land use designations shown above. They also share the City's pre-zone land use designations and upon Annexation would assume the pre-zone designation of Single-Family Residential. The pre-zone designation will allow for 13 homes on the Development Site and 5 homes on the remaining 3 parcels of the Additional Annexation Area.

## ENVIRONMENTAL SETTING

The Development site is bounded by North Ash Street to the west, Stanley Avenue to the north and Lehner Avenue to the south. The site is currently accessed from North Ash Street. The Project Area consists of 1 single-family residence with landscaping, small citrus orchard, horse stables, and small man-made pond used to store drinking water for the horses. The site is relatively flat with elevations on the site ranging from approximately 730 feet in the south to 760 feet in the north above mean sea level. Vegetation includes residential landscaping (grass, mature trees, and shrubs) and non-native grasses; some areas are unvegetated. All areas are disturbed from current uses. Adjacent land uses consist of vacant property on the west across North Ash Street, large lot single family residential homes to the north across Stanley Avenue, partially vacant property with animal stables to the east, and vacant land to the south across Lehner Avenue. The 3 parcels south of Lehner Avenue included in the Project Area consist of vacant land, with the southernmost parcel currently being used for storage of approximately 8 vehicles, 1 boat, 1 steel storage container, and miscellaneous construction debris.

## REQUIRED AGENCY APPROVALS

- *Federal Agencies:* None
- *State Agencies:* None
- *City/County Agencies:* Local Agency Formation Commission (LAFCO) annexation, City of Escondido Development Agreement, Tentative Tract Map (TTM) approval, City of Escondido Grading Permit
- *Financing Approval and Participation Agreements:* Community Benefit Fee/Infrastructure Deficiency Fee

## PROPOSED ACTIONS

- Approval of 13 lot single-family subdivision involving grading exemptions with peripheral fill slopes up to 13 feet in height.

- Development Agreement involving payment of certain fees and construction of various improvements.
- Annexation to the City of Escondido and detachment from County Special District 135 of approximately 5 acres.
- Construction of various on- and off-site street and utility improvements.
- Demolition of 1 single-family dwelling unit and related storage/shed structures and on-site vegetation
- Certification of Mitigated Negative Declaration

**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED**

The environmental factors, as marked below, would potentially be affected by this Project.

<input type="checkbox"/> Aesthetics	<input type="checkbox"/> Land Use/Planning
<input type="checkbox"/> Agriculture and Forestry Resources	<input type="checkbox"/> Mineral Resources
<input type="checkbox"/> Air Quality	<input checked="" type="checkbox"/> Noise
<input checked="" type="checkbox"/> Biological Resources	<input type="checkbox"/> Population/Housing
<input type="checkbox"/> Cultural Resources	<input type="checkbox"/> Public Services
<input type="checkbox"/> Geology/Soils	<input type="checkbox"/> Recreation
<input type="checkbox"/> Greenhouse Gas Emissions	<input checked="" type="checkbox"/> Transportation/Traffic
<input type="checkbox"/> Hazards & Hazardous Materials	<input type="checkbox"/> Utilities/Service Systems
<input checked="" type="checkbox"/> Hydrology/Water Quality	<input checked="" type="checkbox"/> Mandatory Findings of Significance

**DETERMINATION (TO BE COMPLETED BY THE LEAD AGENCY)**

On the basis of this initial evaluation:

- I find that the proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the Project. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed Project MAY have a “potentially significant impact” or “potentially significant unless mitigated” on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a “potentially significant impact” or “potentially significant unless mitigated.” An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed Project could have a significant effect on the environment, there WILL NOT be a significant effect in this case because all potentially significant effects (a) have been analyzed adequately in an earlier EIR pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR, including revisions or mitigation measures that are imposed upon the proposed Project, nothing further is required.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_



**INITIAL STUDY CHECKLIST**

**I. Aesthetics**

Would the Project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**I. Aesthetics Discussion**

**a) Would the Project have a substantial adverse effect on a scenic vista?**

**Less Than Significant Impact.** City and County guidelines do not have an established definition of a scenic vista or criteria thresholds for determining the significance level of a project’s potential impacts on a scenic vista. However, for purposes of CEQA, a scenic vista is generally defined as a viewpoint that provides expansive views of a highly valued landscape for the benefit of the general public. Because the Project will be situated in a low-lying area that is surrounded by existing semi-rural and single-family residential development, the Development Site and Additional Annexation Area offer no opportunity for expansive views of important visual resources recognized by the City or County such as scenic corridors, geographically extensive scenic viewsheds, ridgelines, unique landforms, or visual gateways.

The Resource Conservation Element of the City’s General Plan identifies the community’s steep slopes, primary and secondary ridgelines, and prominent natural landforms, including a partial view of City-recognized intermediate ridgelines approximately 0.8 mile away looking east from the Project Area. The Development and future structures on the Additional Annexation Area will obstruct the partial view of the intermediate ridgelines while traveling north or south along a 230-foot segment of North Ash Street. The remaining 480-foot segment of North Ash Street adjacent the proposed Development Site and Additional Annexation Area has existing structures and landscaping, which currently obstructs the view of these intermediate ridgelines. Because the existing view of the ridgelines is partially obstructed and not expansive, the partial obstruction resulting from the proposed Development and future construction of the Additional Annexation Area is considered less than significant.

**b) Would the Project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?**

**Less Than Significant Impact.** There are no state scenic highways located near the Project Area and the site will not be visible from a scenic highway. The nearest scenic highways are located over 10 miles away, which include State Route 78 and parts of Interstate 15.

**c) Would the Project substantially degrade the existing visual character or quality of the site and its surroundings?**

**Less Than Significant Impact.** The existing development in the area is a mixture of single-family residences, equestrian uses, and Rincon Middle School. The site supports mature trees, located primarily in the northern portion of the Development Site. The largest tree is a Peruvian pepper tree and is 51 inches in diameter at breast height (dbh). This tree is located close to the residential unit, in a recessed patio area. While the tree is large and dominates the patio area, it is not a visual feature from the road or other areas of the Project Area.

The removal of this tree or the other trees would not substantially impact scenic resources. As the City's General Plan becomes fully implemented, the surrounding area will be developed as a suburban residential neighborhood. The addition of 13 single-family residences will not substantially alter the overall appearance or degrade the existing visual character of the area because it will be consistent with nearby existing development and future planned development. The proposed annexation allows for increased density from 1 residence per acre to 1 residence per 0.23 acre (or up to a total of 18 residences in the Project Area, 13 of which result from the Development). Increased density in of itself will not substantially degrade the existing visual character or quality of the area because the type of development will remain single-family residential under both current zoning conditions and post-annexation zoning conditions.

**d) Would the Project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?**

**Less Than Significant Impact.** The proposed Development's design incorporates the use of varied setbacks and grade differences to ensure that potential light or glare will not impact the surrounding properties. The Development will comply with the City's Outdoor Lighting Ordinance (Escondido Zoning Code Article 35) and with the County of San Diego's Division 9 Light Pollution Code, which will ensure potential impacts associated with glare or light will be minimized for the benefit of neighbors and the astronomical research at Palomar Observatory. The use of shielded, outdoor light fixtures will reduce potential glare or light impacts to below significant levels. The future developments associated with the Additional Annexation Area will also comply with these lighting requirements. Therefore, no significant light or glare impacts will result from the proposed Project.

**Source(s):** California Scenic Highway Mapping System (CA Department of Transportation, 2013); City of Escondido General Plan (City of Escondido, 2012); Field Investigation; North County Metropolitan Subregional (County of San Diego, 2011); San Diego County General Plan (County of San Diego, 2011); Project Description.

## II. Agricultural and Forest Resources

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. – Would the Project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing agricultural zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## II. Agricultural and Forest Resources Discussion

**a) Would the Project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?**

**No Impact.** The Project Area is identified as "Other Land" and "Urban and Built-up Land," and is surrounded by "Urban and Built-up Land"; none of the Project Area is identified as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance according to the Farmland Mapping and Monitoring Program.

**b) Would the Project conflict with existing agriculture zoning for agricultural use, or a Williamson Act contract?**

**No Impact.** The County currently designates the zoning for the Project Area as Semi-Rural Residential, not agricultural or farmland. Upon annexation, the Project Area would assume the City zoning designation of R-1-10 Single-Family Residential – 10,000 square feet minimum lot size. In addition, the Project Area is not involved in a Williamson Act Contract or other

agricultural land contract. Therefore, the Project will not conflict with existing agricultural zoning or a Williamson Act contract.

**c) Would the Project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?**

**No Impact.** The Project Area is not currently zoned by the County as forest land and contains neither timberland resources nor an association with timberland resources or timberland production.

**d) Would the Project result in the loss of forest land or conversion of forest land to non-forest use?**

**No Impact.** The Project Area neither contains forest land nor would it result in the conversion of forest land.

**e) Would the Project involve other changes in the existing environment, which due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?**

**No Impact.** The Project Area contains neither farmland nor forest land. Project implementation, compliance with the Development Agreement, and the annexation would not result in the conversion of farmland or forest land.

**Source(s):** California Important Farmland Finder (California Department of Conservation, 2013); City of Escondido General Plan (City of Escondido, 2013); Field Investigation; North County Metropolitan Subregional (County of San Diego, 2011); San Diego County General Plan (County of San Diego, 2011); Project Description

### III. Air Quality

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. – Would the Project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### III. Air Quality Discussion

An Air Quality and Greenhouse Gas Emissions Technical Report was prepared by ESA (April 2014) to analyze the Development's potential impacts on air quality based on City and County standards (Appendix B). Development design revisions occurring after production of the report have proposed a reduced density to allow for a 13-unit Development rather than a 14-unit Development. Therefore, the following analysis is based on development of the originally proposed 14 units, and thus, presents a more conservative analysis of the Development's potential impacts than are anticipated under currently proposed conditions.

#### a) *Would the project conflict with or obstruct implementation of the applicable air quality plan?*

**No Impact.** Based on the air quality technical report for the Development, proposed construction of 13 single-family dwelling units on the approximately 4.2-acre Development Site will be consistent with the "Suburban" land use category designated for the site under the City's previous (1990) and current (2012) General Plan. The annexation of 3 contiguous parcels south of Lehner Avenue will also be consistent with the City's General Plan designation. As such, implementation of the proposed Project will be in conformance with the City's General Plan, and thus, consistent with San Diego Association of Governments (SANDAG) and County Regional Air Quality Strategy (RAQS) growth forecasts. Accordingly, the Project's emissions have been accounted for in the RAQS, which was created to bring the San Diego Air Basin (SDAB) into attainment for ozone. Additionally, as discussed below, the Development's construction and operational emissions will not exceed the City's established CEQA significance criteria for air quality in its Environmental Quality Regulations (EQR). Consequently, the Development will conform to the City's quality of life standards. Furthermore, the Project will be required to comply with all applicable rules and regulations established by the County San Diego Air

Pollution Control District (SDAPCD) during construction activities within the Development (i.e., SDAPCD Rule 50 [Visible Emissions], Rule 51 [Nuisance], Rule 55 [Fugitive Dust], and Rule 67 [Architectural Coatings], etc.). Therefore, implementation of the proposed Project will not conflict with applicable air quality plans.

**b) Would the Project violate any air quality standard or contribute substantially to an existing or projected air quality violation?**

**Less Than Significant Impact.** Impacts to air quality standards could potentially result from construction and operation of the proposed Development. A discussion for each phase is included below.

**Construction:** Construction activities associated with the proposed Development will generate pollutant emissions from the following construction activities: (1) site demolition (2) site preparation, grading, and excavation; (3) construction workers traveling to and from the Development Site; (4) delivery and hauling of construction supplies to, and debris from, the Development Site; (5) fuel combustion by onsite construction equipment; (6) building construction; application of architectural coatings; and paving. These construction activities will temporarily create emissions of dust, fumes, equipment exhaust, and other air contaminants. The amount of emissions generated on a daily basis will vary, depending on the intensity and types of construction activities occurring simultaneously at the time.

Table 2 summarizes the modeled worst-case daily emissions of criteria air pollutants and ozone precursors associated with the proposed Development's construction activities. As shown in Table 2, the maximum daily construction emissions generated by the proposed Development over the course of the construction schedule will not exceed the City's CEQA significance thresholds or County SDAPCD's recommended threshold levels. Thus, air quality impacts from construction are considered to be less than significant.

**TABLE 2: PROPOSED DEVELOPMENT REGIONAL CONSTRUCTION EMISSIONS (UNMITIGATED)**

Construction Activities	Estimated Maximum Daily Emissions (lbs/day)*						
	VOC	NO <sub>x</sub>	CO	SO <sub>2</sub>	PM <sub>10</sub>	PM <sub>2.5</sub>	
<b>Site Demolition</b>							
Fugitive Dust Emissions	--	--	--	--	2.60	0.39	
Off-Road Emissions	4.53	44.81	33.27	0.04	2.46	2.33	
On-Road Emissions	0.40	4.72	4.26	0.01	0.40	0.16	
<b>Total Emissions</b>	<b>4.93</b>	<b>49.53</b>	<b>37.53</b>	<b>0.05</b>	<b>5.46</b>	<b>2.88</b>	
<i>City CEQA Significance Threshold</i>	75	250	550	250	100	55	
Exceed City Threshold?	No	No	No	No	N/A	No	
<i>SDAPCD Significance Threshold</i>	75	250	550	250	100	55	
Exceed SDAPCD Threshold?	No	No	No	No	No	No	
<b>Site Preparation</b>							
Fugitive Dust Emissions	--	--	--	--	6.02	3.31	
Off-Road Emissions	2.38	25.09	18.36	0.02	1.51	1.39	
On-Road Emissions	0.05	0.06	0.55	0.00	0.08	0.02	
<b>Total Emissions</b>	<b>2.43</b>	<b>25.15</b>	<b>18.91</b>	<b>0.02</b>	<b>7.61</b>	<b>4.72</b>	
City of Escondido						VCS Environmental	
APN 224-142-01 Development and Annexation	21					June 2014	

Construction Activities	Estimated Maximum Daily Emissions (lbs/day)*					
	VOC	NO <sub>x</sub>	CO	SO <sub>2</sub>	PM <sub>10</sub>	PM <sub>2.5</sub>
<i>City CEQA Significance Threshold</i>	75	250	550	250	100	55
Exceed City Threshold?	No	No	No	No	N/A	No
<i>SDAPCD Significance Threshold</i>	75	250	550	250	100	55
Exceed SDAPCD Threshold?	No	No	No	No	No	No
Grading						
Fugitive Dust Emissions	--	--	--	--	7.05	3.44
Off-Road Emissions	3.44	36.04	23.33	0.02	2.12	1.95
On-Road Emissions	0.06	0.07	0.71	0.00	0.11	0.03
<b>Total Emissions</b>	<b>3.50</b>	<b>36.11</b>	<b>24.04</b>	<b>0.02</b>	<b>9.28</b>	<b>5.42</b>
<i>City CEQA Significance Threshold</i>	75	250	550	250	100	55
Exceed City Threshold?	No	No	No	No	N/A	No
<i>SDAPCD Significance Threshold</i>	75	250	550	250	100	55
Exceed SDAPCD Threshold?	No	No	No	No	No	No
Building Construction						
Off-Road Emissions	3.20	23.30	16.17	0.02	1.86	1.76
On-Road Emissions	0.04	0.16	0.44	0.00	0.05	0.02
<b>Total Emissions</b>	<b>3.24</b>	<b>23.46</b>	<b>16.61</b>	<b>0.02</b>	<b>1.91</b>	<b>1.78</b>
<i>City CEQA Significance Threshold</i>	75	250	550	250	100	55
Exceed City Threshold?	No	No	No	No	N/A	No
<i>SDAPCD Significance Threshold</i>	75	250	550	250	100	55
Exceed SDAPCD Threshold?	No	No	No	No	No	No
Paving						
Off-Road Emissions	2.00	21.00	12.67	0.02	1.26	1.16
On-Road Emissions	0.09	0.11	1.10	0.00	0.17	0.04
<i>Subtotal Emissions</i>	<i>2.09</i>	<i>21.11</i>	<i>13.77</i>	<i>0.02</i>	<i>1.43</i>	<i>1.20</i>
Architectural Coatings						
Coatings	43.80	--	--	--	--	--
Off-Road Emissions	0.45	2.78	1.92	0.00	0.25	0.25
On-Road Emissions	0.00	0.01	0.05	0.00	0.01	0.00
<i>Subtotal Emissions</i>	<i>44.25</i>	<i>2.79</i>	<i>1.97</i>	<i>0.00</i>	<i>0.26</i>	<i>0.25</i>
<b>Total Emissions</b>	<b>46.34</b>	<b>23.90</b>	<b>15.74</b>	<b>0.02</b>	<b>1.69</b>	<b>1.45</b>
<i>City CEQA Significance Threshold</i>	75	250	550	250	100	55
Exceed City Threshold?	No	No	No	No	N/A	No
<i>SDAPCD Significance Threshold</i>	75	250	550	250	100	55
Exceed SDAPCD Threshold?	No	No	No	No	No	No

## Notes:

\* Analysis is based on the Development's originally proposed 14 units rather than the currently proposed 13 units.

N/A = non-applicable.

The Additional Annexation Area will permit an additional 5 units on three parcels south of Lehner Avenue, resulting from the zone change and increased allowable density. Construction of the 5 units is not proposed as part of this Project and will occur at a later date. Because air quality thresholds are based on daily emissions and because the 5 units will be built at a future

date separate from the 13-unit Development, it is estimated that construction impacts associated with the 5 units, 8 fewer units than analyzed in the table above, will also not exceed thresholds. Therefore Project impacts to air quality will be less than significant.

**Operation:** Implementation of the proposed Project will result in long-term regional emissions of criteria air pollutants and ozone precursors associated with area sources, such as natural gas consumption, landscaping, applications of architectural coatings, and consumer products, in addition to operational mobile emissions. According to the traffic impact analysis prepared for the Development, construction of the 13 single-family residential dwelling units will result in 140 additional vehicle trips per day.<sup>1</sup> Operations emissions associated with the proposed Development were modeled using CalEEMod, where model defaults were adjusted to reflect project-specific data, where available, including the size and type of the proposed land use. Modeled operations emissions are presented in Table 3 below.

**TABLE 3: PROPOSED PROJECT OPERATIONAL EMISSIONS**

Emissions Source	Estimated Emissions (lbs/day)					
	VOC	NO <sub>x</sub>	CO	SO <sub>2</sub>	PM <sub>10</sub>	PM <sub>2.5</sub>
Area Sources	0.82	0.01	1.18	0.00	0.03	0.03
Energy Sources	0.01	0.10	0.04	0.00	0.01	0.01
Mobile Sources	0.71	1.66	7.40	0.01	0.91	0.26
<b>Total Emissions</b>	<b>1.54</b>	<b>1.77</b>	<b>8.62</b>	<b>0.01</b>	<b>0.95</b>	<b>0.30</b>
<i>City CEQA Significance Threshold</i>	75	250	550	250	100	55
Exceed City Threshold?	No	No	No	No	N/A	No
<i>SDAPCD Significance Threshold</i>	75	250	550	250	100	55
Exceed SDAPCD Threshold?	No	No	No	No	No	No

As shown in Table 3, implementation of the proposed Development will result in long-term regional emissions of criteria air pollutants and ozone precursors that are below the City's and SDAPCD's CEQA significance thresholds. Therefore, operational emissions from the Development will not result in or substantially contribute to emissions concentrations that exceed the National Ambient Air Quality Standards (NAAQS) and California Ambient Air Quality Standards (CAAQS) and no mitigation will be required.

The Additional Annexation Area will potentially add an additional 5 units (40 additional vehicle trips per day) on three parcels south of Lehner Avenue resulting from the zone change and increased allowable density. The Traffic Impact Analysis (TIA) technical consultant determined that traffic generated by the Additional Annexation Area (i.e., 40 ADT) will contribute to less than the day to day fluctuations of traffic in the study area (LLG, 2014). In other words, quantifying the potential impacts of the 4 additional units neither increases the study's accuracy beyond the margin of error nor leads the study to different conclusions. Therefore, potential air

<sup>1</sup> Analysis is based on the Development's originally proposed 14 units, which generate 140 ADT, rather than the currently proposed 13 units, which generates 130 ADT. This document relies on the more conservative analysis.



quality impacts associated with additional vehicle traffic from the Additional Annexation Area have been analyzed as part of the Development's TIA and the findings are less than significant.

**c) Would the Project result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?**

**Less Than Significant Impact.** A cumulative impact arises when two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts. Cumulative impacts can result from individually minor but collectively significant impacts, meaning that the Project's incremental effects must be viewed in connection with the effects of past, current, and probable future projects.

The generation of daily construction and operational emissions associated with cumulative development could result in a cumulative significant impact associated with the cumulative net increase of ozone, PM<sub>10</sub> and PM<sub>2.5</sub> for which the region is in non-attainment. The proposed Project will be consistent with the RAQS, which is intended to bring the SDAB into attainment for all criteria pollutants. In addition the daily emissions generated during construction and operation by the Development and in the future from the Additional Annexation Area will not exceed the County's screening-level thresholds or the City's CEQA significance thresholds that have been established as quality of life standards. Therefore, the Project's contribution to cumulative air quality impacts will be less than significant.

**d) Would the Project expose sensitive receptors to substantial pollutant concentrations?**

**Less Than Significant Impact.** The closest sensitive receptors are a single-family residence across Stanley Avenue to the North (approximately 190 feet from the Development Site to the residence building) and Rincon Middle School across Lehner Avenue to the south (approximately 125 feet from the Development site to the nearest school building). According to the Development's Air Quality technical report, construction and operation of the proposed Development could potentially expose sensitive receptors located within and adjacent to the Development Site to Carbon Monoxide (CO) hotspots and concentrations of toxic air contaminants (TACs) from onsite sources during Development construction as well as TACs from operational sources.

**Carbon Monoxide Hotspots:** CO concentration is a direct function of motor vehicle activity (e.g., idling time and traffic flow conditions); particularly during peak commute hours and certain meteorological conditions. Under specific meteorological conditions (e.g., stable conditions that result in poor dispersion), CO concentrations may reach unhealthy levels with respect to local sensitive land uses such as residential areas, schools, and hospitals. The Development will increase the amount of vehicular traffic on existing roads by 140 average daily vehicle trips, with the potential of lowering the Level of Service (LOS) on those roads, and therefore increasing CO concentrations associated with increased vehicle activity.

Of the five study intersections analyzed in the traffic impact analysis for the proposed Development, one is signalized, one is a one-way stop controlled (OWSC) intersection, and the remaining are all all-way stop controlled (AWSC) intersections. The proposed Development's traffic impact analysis indicates that the one signalized intersection (N. Broadway and Vista Avenue) will continue to operate at an acceptable LOS with the addition of the proposed

Development. In addition, all the other intersections will continue to operate at their existing/acceptable LOS levels with the addition of the Development once all mitigation related to transportation and traffic is implemented. As such, because the addition of 140 average daily vehicle trips by the Development will not adversely affect the existing traffic conditions in the Project Area, impacts associated with CO hotspots will be less than significant and no mitigation is required.

**Concentrations of Toxic Air Contaminants:** The Development's construction will result in short-term emissions of diesel Particulate Matter (PM), which is a TAC. The exhaust of off-road heavy-duty diesel equipment will emit diesel PM during site preparation (e.g., excavation, grading, and clearing); paving; installation of utilities, materials transport and handling; building construction; and other miscellaneous activities. SDAPCD has not adopted a methodology for analyzing such impacts and has not recommended that health risk assessments be completed for construction-related emissions of TACs. However, because off-road heavy-duty diesel equipment will be used only temporarily, Project construction will not substantially expose sensitive receptors to substantial emissions of TACs.

As the proposed Project will involve the development of single-family residential uses within the Project Area, Project operation will not introduce any new stationary sources of TACs, such as diesel-fueled backup generators that are more commonly associated with large commercial and industrial uses. In addition, the Project is sited 1.2 miles away from the nearest freeway, well over the 500-foot threshold set by CARB to avoid exposure of residents to TACs. Based on the criteria in the California Air Resources Board (CARB) guidance document, it can be ascertained that the proposed Project will not have the potential to expose sensitive receptors to TACs from mobile sources to an extent that health risks could result.

***e) Would the Project create objectionable odors affecting a substantial number of people?***

***No Impact.*** Residential developments do not include any uses that have been identified as being associated with odors such as dairy operations or chemical plants. Thus, the proposed Project is not expected to result in objectionable odors for future residents or for the neighboring uses.

During construction of the proposed Project, exhaust from equipment and activities associated with the application of architectural coatings and other interior and exterior finishes may produce discernible odors typical of most construction sites. Such odors will be a minor, temporary source of nuisance to adjacent uses, and will not affect a substantial number of people. As odors associated with Project construction will be temporary and intermittent in nature, and will likely appreciably disperse onsite, the odors will have no impact.

**Source(s):** Air Quality and Greenhouse Gas Emissions Technical Report (ESA, 2014); Project Description

#### IV. Biological Resources

Would the Project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on biological resources involved within a jurisdictional water feature as defined by federal, state or local regulations (e.g., Section 404 of the Clean Water Act, Section 401 of the Clean Water Act, Section 1602 of California Fish and Game Code, Porter-Cologne Water Quality Control Act, etc.) through direct removal, filing, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

#### IV. Biological Resources Discussion

A project-specific habitat assessment and tree survey of the Development Site were performed by VCS Environmental on July 31, 2013. VCS Environmental prepared the Habitat Assessment and Tree Survey Report to analyze the Development's potential impacts to the site's existing biological resources (Appendix C).

The Development site (approximately 4.2 acres) primarily consists of different agricultural uses (pasture, equestrian corrals and pens, backyard orchard) as well as a single-family residence. While there are some native plant species on site, the site does not contain any native habitat. Ornamental and native tree species are scattered throughout the property with dense canopy existing around the residential structures. The Additional Annexation Area is comprised of disturbed undeveloped land; 2 of the 3 lots proposed to be annexed adjacent to the Development Site are vacant, the third lot is a storage area for trucks, cars, and other vehicles and a few storage facilities. Table 4 shows the habitats in the Development Site and the Additional Annexation Area.

TABLE 4: HABITAT TYPES BY ACREAGE

Habitat Type	Acreege within the Development Site (including road improvements)	Acreege for Additional Annexation Area
Disturbed/Ruderal	0.13	0.26
Developed/Residential	0.69	
Developed/Agricultural	2.61	
Agricultural/Pasture	0.43	
Agricultural/Orchard	0.17	
Eucalyptus stand	0.09	
Willow stand	0.08	
Disturbed Non-native Grassland		1.27
<b>TOTAL</b>	<b>4.20</b>	<b>1.53</b>

**Development Site***Disturbed/Ruderal*

These areas within the Development Site are compacted being occasionally subject to vehicle activity and include ruderal, non-native plant species such as ripgut brome (*Bromus diandrus*), oats (*Avena sp.*), Bermuda grass (*Cynodon dactylon*), wild radish (*Raphanus sativus*), and prickly lettuce (*Lactuca serriola*). Disturbed habitat observed on-site includes the entire southern and western roadside edges of the portion of the Development Site along Lehner Avenue and North Ash Street.

*Developed/Residential*

This land cover type includes residential and associated areas that are considered disturbed as a result of the residential activities. Developed areas also include ornamental landscaping and grass lawns, and storage of equipment and vehicles. There are a few scattered native trees within this area.

*Developed/Agricultural*

Developed/Agricultural habitat is comprised of equestrian and other domestic animal land uses. Generally the ground is bare dirt with occasional ruderal, non-native species. There are some native and some landscaped trees growing throughout the agricultural/developed portion of the site.

*Agricultural/Pasture*

Agricultural/Pasture land is pasture for the horses on site. This area differs from the agricultural/developed portion of the site in that it appears to be irrigated with a relatively full cover of herbaceous plants including non-natives such as Bermuda grass, cheeseweed (*Malva parviflora*), and perennial ryegrass (*Festuca perennis*), and native alkali mallow (*Malvella leprosa*). The sprinkler system is visible; no surface water leading to this area was observed.

*Agricultural/Orchard*

The back yard of the residence contains a small citrus (*Citrus sp.*) orchard. The small orchard is located in the northern portion of the Development Site and is bordered by Stanley Avenue.

*Willow stand*

A small isolated stand of native willow trees is found in the southern portion of the Development Site. The understory is comprised of ruderal, non-native species such as riggut brome, oat, and Bermuda grass, as found in the disturbed habitat adjacent to Lehner Avenue. No evidence of surface water or flow was observed.

*Eucalyptus stand*

The non-native, invasive stand of eucalyptus trees is found on the western edge in the southern portion of the Development Site. The understory is comprised of ruderal, non-native species such as riggut brome, oats, and Bermuda grass. The remaining non-native trees within the Development Site were included as part of the other dominant land covers.

**The Additional Annexation Area (approximately 1.53-acre area plus approximately 0.32 acre roadway)**

The 1.53-acre undeveloped area proposed for annexation to the south of the proposed Project is comprised of 0.26 acres of disturbed ruderal and 1.27 acres of disturbed non-native grassland (NNG). See Table 4 and Figure 2. The off-site intersection improvements associated with this Project would occur in previously disturbed areas consisting primarily of dirt and non-native ground cover.

**a) *Would the Project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?***

***Less Than Significant Impact.*** The Development would not directly or indirectly adversely affect candidate, sensitive or special status species (Habitat Assessment and Tree Survey, 2014), as none are known to be present at or near the Development Site. The 1.27-acre NNG within the Additional Annexation Area would not be disturbed as part of the Development, and future development in the Additional Annexation Area would either avoid or provide compensation for the loss of this habitat. No California Natural Diversity Database (CNDDDB) occurrences were found in the Project Area. The nearest CNDDDB record, the coastal California gnatcatcher (*Polioptila californica californica*) [CAGN], occurs approximately 0.9 mile northwest of the Project Area and was observed in 2000. No critical habitat was identified on the Project Area. The nearest critical habitat is located approximately 0.7 mile to the northwest and northeast of the Project Area for the CAGN. No coastal sage scrub (CSS) or riparian habitat exists within the Project Area. No CAGN were observed during the field survey. The onsite eucalyptus trees provide potential roosting habitat for raptors, but no evidence of nesting or roosting raptors was observed during the habitat survey. Mature trees removed by the Project would be replaced as required by Mitigation Measures BIO-1a and 1b. Potential future impacts to NNG from development on the Additional Annexation Area will be reduced to below significance with the implementation of Mitigation Measure BIO-2 Pre-construction surveys for raptors and nesting birds required by Mitigation Measures BIO-3 and BIO-4 will reduce potential impacts to these species below significance.

The Project Area is located in the Northwestern Habitat Area (NHA), which is described in the Multiple Habitat Conservation Program (MHCP) as dominated by Coastal Sage Scrub (CSS) and chaparral. No CSS or chaparral is found on the subject property. The NHA is made up of privately

owned parcels and is constrained by urban development to the south and agriculture lands to the north and west. The North County Multiple Species Conservation Plan (MSCP) subarea is north of this habitat area. The Project is located in an area that is largely developed, and no indirect impacts due to edge effects (e.g., habitat fragmentation, lighting, noise, urban runoff) would be expected to occur.

The Development would result in the loss of potential raptor roosting/nesting habitat (palm and eucalyptus trees). NNG in the general surrounding area supports small burrowing rodents, which in turn are part of the food supply for the local raptor population. The Development will not result in the loss of NNG, however approximately 1.27 acres of disturbed NNG would potentially be lost to future development in the Additional Annexation Area. Given the current disturbed state, however, the habitat does not provide substantial benefit to wildlife. Any future loss of NNG would be subject to mitigation requirements pursuant to the City's draft Subarea Plan, which requires impacts to NNG to be mitigated at a reduced ratio of 0.5:1 through the acquisition of NNG credits from the Daley Ranch Bank or other approved mitigation bank. Mature trees removed by the Project would be replaced as required by Mitigation Measure BIO-2.

**b) Would the Project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?**

**No Impact.** The Project Area shows no evidence of surface water or surface flows that would be associated with riparian habitat by any plan, policy, regulation or regulatory agency. No critical habitat or other sensitive natural community was identified. Therefore, the modification of existing on-site disturbed habitat would be less than significant. See also, Response IV.a.

**c) Would the Project have a substantial adverse effect on biological resources involved within a jurisdictional water feature as defined by federal, state or local regulations (e.g., Section 404 of the Clean Water Act, Section 401 of the Clean Water Act, Section 1602 of California Fish and Game Code, Porter-Cologne Water Quality Control Act, etc.) through direct removal, filing, hydrological interruption, or other means?**

**No Impact.** No evidence of surface water was observed on the Development Site during the Habitat Assessment survey. Aerial reconnaissance detected no surface water on the Additional Annexation Area. At Lehner Avenue, the topographic low-point of the property, there was no evidence of flow observed alongside the road. English plantain (*Plantago lanceolata*), with a facultative indicator of FAC-U, occurred scattered along the roadside. A catch basin is located along Lehner Avenue, receiving water from areas east and south of the property. No flowing water or ponding was observed. The results of the assessment indicate that there are no jurisdictional waters onsite and therefore the Project would not affect biological resources associated with a jurisdictional water.

**d) Would the Project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?**

**Less Than Significant Impact.** The Project is not near an established native resident or migratory wildlife corridor. The Project will not substantially impede the use of native wildlife nursery sites. The temporal loss of mature trees will result in less than significant impact with the implementation of mitigation measure BIO-1a.

**e) Would the Project conflict with any local policies or ordinance protecting biological resources, such as a tree preservation policy or ordinance?**

**Less Than Significant With Mitigation.** A total of 51 mature trees and 1 protected Coast Live Oak tree will be removed as part of the Development. The Additional Annexation Area has one mature palm tree and 3 mature ornamental trees, based on observations from the street and aerial imagery. For compliance with the City's mature tree preservation requirements and to reduce impacts to a level below significance, the 51 removed mature trees as part of the Development would be replaced at a 1:1 ratio with a minimum size of a 24-inch box, and the 4 protected Coast Live Oak trees would be replaced at a 2:1 ratio with a minimum size of a 24-inch box (Zoning Code Section 33-1069). See Mitigation Measure BIO-1a.

A project-specific tree assessment would need to be conducted to assess the impacts from the future development on the Additional Annexation Area. For compliance with the City's mature tree preservation requirements and to reduce impacts to a level below significance, the removed mature trees as part of the future development of the Additional Annexation Area would be replaced at a 1:1 ratio with a minimum size of a 24-inch box. If any protected trees are located in the Additional Annexation Area at the time of the future development, they will be replaced at a 2:1 ratio with a minimum size of a 24-inch box (Zoning Code Section 33-1069). Implementation of Mitigation Measure BIO-1b would bring this potentially significant impact to less than significant.

**f) Would the Project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?**

**Less Than Significant Impact.** The City of Escondido General Plan and the Escondido Subarea Multiple Habitat Conservation Plan (MHCP), a component of the San Diego County Multiple Species Conservation Plan (MSCP), were consulted as part of the Habitat Assessment and Tree Inventory Survey performed for the Development. The Project Area is located within the boundaries of the MHCP, and the Project impacts would not be in conflict with adopted provisions of this applicable plan.

**Source(s):** City of Escondido General Plan (City of Escondido, 2013); City of Escondido Municipal Code (City of Escondido, 2013); Field Investigation; Habitat Assessment and Tree Survey (VCS Environmental, 2014); Project Description

**Biological Resources Avoidance, Minimization, and Mitigation.** The following mitigation measure would be implemented to minimize potential impacts:

**BIO-1a:** Impacts to 51 mature trees shall be mitigated by replacement of 51 mature trees at a one-to-one (1:1) ratio with a minimum size of a 24-inch box, and the 1 protected tree shall be replaced at a 2:1 ratio with a minimum size of a 24-inch box, or as otherwise determined by the City Planning Department.

**BIO-1b:** Any mature trees removed as part of the future development of the Additional Annexation Area would be replaced at a 1:1 ratio with a minimum size of a 24-inch box. If any protected trees are located in the Additional Annexation Area at the time of the future development, they will be replaced at a 2:1 ratio with a minimum size of a 24-inch box (Zoning Code Section 33-1069).

**BIO-2:** Impacts to NNG within the Additional Annexation Area shall be mitigated at a reduced ratio of 0.5:1 through the acquisition of NNG credits from the Daley Ranch Bank or other approved mitigation bank.

**BIO-3:** A qualified biologist shall determine if any active raptor nests occur on or in the immediate vicinity of the Project Area if construction is set to commence or continue into the breeding seasons of raptors (January 1 to September 1). If active nests are found, their situation shall be assessed based on topography, line of site, existing disturbances, and proposed disturbance activities to determine an appropriate distance of temporal buffer.

**BIO-4:** If Project construction cannot be avoided during the period of January 1 through September 1, a qualified biologist will survey potential nesting vegetation within the Project Area for nesting birds, prior to commencing any Project activity. Surveys will be conducted at the appropriate time of day, no more than three days prior to vegetation removal and/or disturbance. Documentation of surveys and findings will be submitted to the City for review and concurrence prior to conducting Project activities. If no nesting birds were observed and concurrence was received, Project activities may begin. If an active bird nest is located, the nest site will be fenced a minimum of 200 feet (500 feet for special status species and raptors) in all directions, and this area will not be disturbed until after September 15 or until the nest becomes inactive. If threatened or endangered species are observed within 500 feet of the work area, no work will occur during the breeding season (January 1 through September 1) to avoid direct or indirect (noise) take of listed species.



## V. Cultural Resources

Would the Project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## V. Cultural Resources Discussion

The Cultural and Paleontological Resources Assessment was prepared for the Development Site. No access to the Additional Annexation Area was provided, however, the records search conducted for the analysis of the potential impacts at the Development Site included the Additional Annexation Area. The results of the record search indicate that the Additional Annexation Area has a low probability for cultural resources. While a site reconnaissance was not conducted on the Additional Annexation Area, given the disturbed, vacant nature of this area, it is unlikely that a site reconnaissance of this area would reveal a potential historic or paleontological artifact. Therefore, the discussion and conclusions in this section pertain to the Project as a whole.

### a) *Would the Project cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?*

**No Impact.** A field survey of the Development Site was conducted on September 19, 2013. A Cultural and Paleontological Resources Assessment (October 18, 2013) was conducted of the Development Site by Duke CRM to assess the Development's potential impacts to existing cultural resources. Information from the South Coastal Information Center (SCIC) indicated that 23 previous cultural resources investigations have been conducted within ½ mile of the Development Site, and that one study included the current Development boundaries (Kyle 2006). The SCIC identified seven previously recorded cultural resources within ½ mile of the Project, as described below.

- CA-SDI-1050, the closest of these resources, is a Pauma Complex site with scattered chipping waste and 5 manos, but no midden, approximately 300 feet from the northeast corner of the Development, on the top of the hill across Stanley Avenue. The site was originally recorded by Del True in 1962. In addition to noting the lack of a midden deposit he recommended that no recheck or further work was necessary. This site has been destroyed.

- CA-SDI-1049, a lightly scattered temporary campsite with a sub-surface component.
- CA-SDI-1057, a San Luis Rey I-II village, with possible Pauma Complex materials added.
- CA-SDI-1058, a Pauma Complex village with no midden.
- CA-SDI-1245, a milling station with a midden, remains of an adobe house, and another historic house; and
- CA-SDI-15357, a large bedrock outcrop with milling features.

None of these resources were previously recorded in the Development Site. In 2006, Kyle surveyed three parcels to the east of the Development Site to Conway Drive, and did not identify any cultural resources. The Kyle report recommended that no additional work be conducted in the Development Area.

**b) *Would the Project cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?***

**No Impact.** The cultural resources assessment conducted on the proposed Development Area indicated a low to moderate sensitivity for cultural resources and a low sensitivity for paleontological resources. No known cultural resources will be impacted. Therefore, no recommendations are made for further investigation on the Development Site. While no cultural resources are expected to be discovered during construction based on the field survey and research, a qualified archaeologist would be available for consultation should cultural resources be discovered during the construction phase of the Development to assess the nature and significance of the find.

**c) *Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?***

**No Impact.** Published geological maps (Kennedy and Tan 2005) describe the underlying geology as Mesozoic-age metamorphic rocks. Site records housed in the Department of Paleontology at the San Diego Natural History Museum indicate that no fossil localities occur within the vicinity of the Project Area, and the nearest fossil locality is approximately 10 miles to the west. The paucity of fossil localities is mostly due to the abundance of Mesozoic-age igneous and metamorphic rocks in the vicinity of the Project Area. These rock types have very little paleontological sensitivity because the high temperatures and/or pressures at which they are formed are not conducive to fossil preservation.

**d) *Would the Project disturb any human remains, including those interred outside of formal cemeteries?***

**No Impact.** No human remains are known to exist at the Development Site and therefore no impacts are expected to occur. However, as a BMP, all requirements and protocols would be followed should human remains be discovered during ground disturbance. To comply with State Health and Safety Code Section 7050.5, if human remains are encountered, the County Coroner must be notified of the find immediately. No further disturbance would occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a Most Likely

Descendant (MLD). The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.

**Source(s):** Draft Cultural and Paleontological Resources Assessment (Duke CRM, 2013); Field Investigation; Project Description

**VI. Geology and Soils**

Would the Project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a Known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994 or most current edition), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**VI. Geology and Soils Discussion**

As part of the geotechnical investigation of the Development Site, the rough grading plan, the requirements of the 2010 California Building Code (CBC), and the City's Building Code were reviewed. The geotechnical report is also based on the geotechnical investigation of the site which included research, field investigation (subsurface samples) and laboratory testing, as well as geotechnical review and knowledge of similar projects on adjacent or nearby parcels. Due to a lack of access, the Additional Annexation Area was not included in the subsurface sampling; however, based on the geologist's extensive knowledge of the Project Area generally, it is expected that the geological conditions of the Additional Annexation Area are the same as the Development Area. Therefore, the discussion and conclusions in this section pertain to the Project as a whole.

***a) Would the Project expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:***

**i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.**

**No Impact.** A Geotechnical Study was performed by Petra (November 18, 2013) to analyze the Development's potential impacts to geology and soils (Appendix E). The nearest active fault to the Project Area is the Elsinore fault zone, located approximately 12± to 14± miles northeast of the Development Site. Furthermore, according to the geotechnical report completed for the Development, the Project Area does not lie within the boundaries of an "Earthquake Fault Zone" as defined by the State of California in the Alquist-Priolo Earthquake Fault Zoning Act.

**ii) Strong seismic ground shaking?**

**No Impact.** The geotechnical report indicates that the Project Area is neither located in an Earthquake Fault Zone nor does the site contain soils or other geological conditions that would result in strong seismic ground shaking.

**iii) Seismic-related ground failure, including liquefaction?**

**No Impact.** The General Plan Figure VI-9 indicates that the Project Area is located in a Liquefaction Hazard Area. However, according to the Geotechnical Studies the Development Area would not be susceptible to earthquake-induced soil liquefaction and landsliding based on the Seismic Hazard Zones map established by the California Division of Mines and Geology (CDMG). In addition, given the composition of soils and dense bedrock materials, the possibility of earthquake induced soil liquefaction, which requires loose granular soils, is considered very unlikely. Because the topography of the area contains only gradual slopes, the possibility of an earthquake induced landslide is also negligible.

**iv) Landslides?**

**No Impact.** See answer a.iii) above.

**b) Would the Project result in substantial soil erosion or the loss of topsoil?**

**Less Than Significant Impact.** Because the Development Site is located on existing gradual slopes, the potential for erosion does exist without proper design considerations and implementation measures aimed to eliminate erosion problems. The relatively flat Additional Annexation Area has a lesser potential for erosion, but proper design considerations are essential to control erosion at any location. The measures recommended in the Standard Grading Specifications of the Development's 2013 Geotechnical Study would be implemented at both the Development and the Additional Annexation Area to eliminate the possibility of substantial soil erosion and loss of topsoil. They include measures for Best Management Practices (BMPs) during project construction activities and measures for landscaping to control erosion during Project operation. With implementation of these Standard Grading Specifications including the BMPs, potential impacts would be less than significant.

**c) Would the Project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in, on or offsite landslide, lateral spreading, subsidence, liquefaction or collapse?**

**No Impact.** Based on conclusions drawn from the Development's geotechnical studies and in consideration of the proposed grading plans and planned development, the Project Area contains stable geological characteristics and soils that would support the Development and future development in the Additional Annexation Area. The Development and future development would follow recommendations for site preparation and grading included in the 2013 geotechnical report (or equivalent). Loose topsoil would be excavated and appropriate fill materials compacted consistent with the grading plans. Furthermore, the Development and future development would be required to comply with the California Building Code and City of Escondido building requirements.

**d) Would the Project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks of life or property?**

**Less Than Significant Impact.** The results of the geotechnical studies for the Development indicate that the majority of near surface soils in the Project Area are collapsible and are essentially non-expansive; the loose natural soil encountered in the upper 2 to 3 feet, in some areas, is susceptible to collapse upon the introduction of water and/or additional loads. These surficial soils have a variable expansion potential that ranges from very low to moderate. Recommendations for treatment of expansive soil described in the geotechnical studies (or equivalent) would be implemented in order to eliminate the potential impacts to people and property. These include either the strategic placement of soils at a safe distance from proposed structures and/or the blending and re-compacting of expansive soil with non-expansive soil. Loose soils would be removed near the surface and appropriate fill would be placed where needed for structural integrity. In addition, footings and slabs would be constructed consistent with procedures of the California Building Code applicable to expansive soils. These measures for the Development and the future development in the Additional Annexation Area would ensure impacts are less than significant.

**e) Would the Project have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?**

**No Impact.** The proposed Development and the future development on the Additional Annexation Area are would have access to existing City wastewater infrastructure from Lehner Avenue and would not require the use of septic tanks or alternative wastewater disposal systems.

**Source(s):** City of Escondido General Plan (City of Escondido, 2013); Geotechnical Study (Petra, 2013); Geotechnical Study (American Geotechnical, Inc., 2004); Field Investigation; Preliminary Soils Investigation (CEI, 2004); Project Description

**VII. Greenhouse Gas Emissions**

Would the Project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**VII. Greenhouse Gas Emissions Discussion**

An Air Quality and Greenhouse Gas Emissions Technical Report was prepared by ESA (April 2014) to analyze the Development’s potential impacts to Greenhouse emissions (GHGs) (Appendix B). Development design revisions occurring after production of the report have proposed a reduction in density to allow for a 13-unit Development. Therefore, the following analysis is based on development of 14 units rather than 13 units, and thus, presents a more conservative analysis of the Development’s potential impacts than would actual proposed conditions. The proposed Development would generate GHGs from a variety of sources. First, GHG emissions would be generated during construction of the project. Once fully operational, the Development’s operations would generate GHG emissions from both area sources and mobile sources. Indirect source emissions associated with the proposed residential uses include electrical consumption, water and wastewater usage (transportation), and solid waste disposal. Mobile (direct) sources of air pollutants associated with the proposed Development would consist of motor vehicles trips generated by residents and visitors. Similar but lesser (5 residential units, not 13) GHG emissions would be generated from developing the Additional Annexation Area.

Based on a review of Appendix B of the City of Escondido Greenhouse Gas Emissions Adopted CEQA Thresholds and Screening Tables document, and given that the proposed Project would only consist of 13 single-family residential units on the Development Site and an additional increase of 5 units on the Additional Annexation Area, it is concluded that the GHG emissions generated by the Project would not exceed 2,500 MT CO<sub>2</sub>e per year. Thus, the GHG emissions attributable to the Project would be less than significant.

Nonetheless, pursuant to full disclosure under CEQA, the estimated construction and operational GHG emissions associated with the Development have been quantified as part of this analysis to further confirm that the total annual emissions of the Project would not exceed 2,500 MT CO<sub>2</sub><sup>e</sup> per year (ESA, 2014).

**a) Would the Project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?**

**Less Than Significant Impact.** The proposed Development consists of the construction of 13 single family residential dwelling units at an approximately 4-acre Development Site. The

Development Site's construction GHG emissions were estimated using the same assumptions and methodology as the air quality analysis and are shown in Table 5. As shown in Table 5, the total GHG emissions that are anticipated from construction of the proposed Development would be approximately 154 MT CO<sub>2</sub><sup>e</sup>. Construction emissions would be temporary. The temporary construction emissions from developing the future Additional Annexation Area would only occur later in time from the Development and the total GHG emissions that are anticipated from construction of the smaller future development (5 residences) would generate less than 154 MT CO<sub>2</sub><sup>e</sup>.

During operations, area and indirect emissions sources associated with the proposed Development and future development on the Additional Annexation Area would primarily result from electricity and natural gas consumption, water and wastewater transport (the energy used to pump water and wastewater to and from the project site, respectively), and solid waste generation. GHG emissions from electricity consumed onsite by the proposed Development and future development would be generated offsite by fuel combustion at the electricity provider. GHG emissions from water and wastewater transport are also indirect emissions resulting from the energy required to transport water from its source, and the energy required to treat wastewater and transport it to its treated discharge point. In addition, the residential uses at the Development Site and at the future development of the Additional Annexation Area would also generate mobile source emissions from motor vehicle trips generated by residents and visitors. The various operational GHG emissions associated with the proposed Development are shown in Table 5. Overall, the proposed Development's total annual GHG emissions resulting from construction and operational activities would be 415 MT CO<sub>2</sub><sup>e</sup> per year. The future development's total annual GHG emissions resulting from construction and operational activities of 5 residences on the Additional Annexation Area would be less than 415 MT CO<sub>2</sub><sup>e</sup> per year.



**Table 5: ESTIMATED PROJECT CONSTRUCTION AND OPERATIONS-RELATED GHG EMISSIONS**

Emission Source	Proposed Development Emissions CO <sub>2</sub> e (MT/yr)*
<b>Construction</b>	
Total	154
<b>Operations</b>	
Mobile Sources	182
Electricity Consumption	33
Natural Gas Consumption	21
Water Consumption	7
Solid Waste	7
Area Source	11
Subtotal	261
<b>TOTAL ANNUAL PROJECT EMISSIONS</b>	<b>415<sup>a</sup></b>
City Screening Threshold	900
Significant Impact?	No

NOTES: \* Analysis is based on the Development's originally proposed 14 units rather than the currently proposed 13 units.  
CO<sub>2</sub>e= carbon dioxide equivalent; MT/yr = metric tons per year; see Appendix A for CalEEMod model outputs.

<sup>a</sup> The total project annual GHG emissions include both construction and operational emissions. It should be noted that construction emissions would only be temporary and would only occur in 2014 when the Project is being constructed. After 2014, only the project's operational GHG emissions would be generated.

As shown in Table 5, the Development's construction and operational GHG emissions, which would occur together in 2014 only, would not exceed the 2,500 MT of CO<sub>2</sub><sup>e</sup> per year. While the future development's construction and operational GHG emissions would be less than 415 MT of CO<sub>2</sub><sup>e</sup> per year, for purposes of analysis, we have assumed that the GHG emission from the future development equals 415 MT of CO<sub>2</sub><sup>e</sup> per year. Thus, the proposed Project would, over time, generate less than 950 MT of CO<sub>2</sub><sup>e</sup> per year, not result in the generation of substantial levels of GHG emissions, and would not result in emissions that would adversely affect the statewide attainment of GHG emission reduction goals of AB 32. This impact would be less than significant.

Furthermore, with respect to the County's interim approach to addressing climate change in CEQA documents, the County of San Diego Department of Planning and Land Use follows the recommendations by the South Coast Air Quality Management District (SCAQMD) in their interim guidance for evaluating GHGs under CEQA, where it is recommended that a project's construction emissions be amortized over 30 years and added to the project's operational emissions. Based on the total construction emissions shown in Table 5 (154 MT of CO<sub>2</sub>e), the Development's construction-related GHG emissions would equal to approximately 5 MT of CO<sub>2</sub>e per year after amortization over 30 years per County of San Diego DPLU methodology. When this annual amount of 5 MT of CO<sub>2</sub>e is added to the Development's annual operational emissions of 261 MT of CO<sub>2</sub>e, an annual total of 266 MT of CO<sub>2</sub>e would result, which would not exceed the County's interim screening threshold of 900 MT of CO<sub>2</sub>e per year. Using the analysis presented above regarding the future development of the Additional Annexation Area, the

Project's annual total amortized emissions would not exceed the County's interim screening threshold of 900 MT of CO<sub>2</sub>e per year. Thus, based on the County's interim approach to addressing climate change in CEQA documents, the proposed Project would not result in the generation of substantial levels of GHG emissions and would not result in emissions that would adversely affect the statewide attainment of GHG emission reduction goals of AB 32.

**b) *Would the Project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?***

**No Impact.** As discussed above, the GHG emissions generated by the proposed Project would not exceed the City's 2,500 MT of CO<sub>2</sub>e per year screening threshold. As the 2,500 MT of CO<sub>2</sub>e per year threshold has been developed as part of the E-CAP development review process, the Project would not interfere with implementation of the E-CAP. Additionally, the Project's annual GHG emissions would also not exceed the County's 900 MT of CO<sub>2</sub>e per year screening threshold. Consequently, the implementation of the proposed Project would not hinder the ability of the State to achieve AB 32's goal of achieving 1990 levels of GHG emissions by 2020. In addition, once the energy and water consumption reductions from compliance with the mandatory requirements of CALGreen are accounted for, the GHG emissions associated with the proposed Project would be even lower.

**Consistency with CARB Scoping Plan:** Out of the Recommended Actions contained in CARB's Scoping Plan, the actions that are most applicable to the Project would be Actions E-1 and GB-1. CARB Scoping Plan Action E-1, together with Action GB-1 (Green Building), aims to reduce electricity demand by increased efficiency of Utility Energy Programs and adoption of more stringent building and appliance standards. The proposed Project would be required to include all mandatory green building measures for new residential developments under the CALGreen Code. Therefore, the proposed Project would be consistent with the Scoping Plan measures through incorporation of stricter building and appliance standards.

**Consistency with City of Escondido Climate Action Plan:** As discussed previously, the E-CAP serves as an implementation tool of the City General Plan to guide development in the City to meet the objectives of conserving resources and reducing GHG emissions. Following the State's adopted AB 32 GHG reduction target, the E-CAP sets a goal to reduce its GHG emissions back to 1990 levels by the year 2020. This target was calculated as a 15 percent decrease from 2005 levels, as recommended in the AB 32 Scoping Plan. In order to reduce its GHG emissions by 15 percent from 2005 levels by 2020, the City estimated the community-wide emissions for the year 2020, based on population and housing growth projections associated with the assumptions used in the City's General Plan Update, which was completed in 2012. Through this forecast, the City was able to determine the amount of GHG emissions that would need to be reduced in order for the City to reach its reduction target by 2020. Thus, because development of the proposed Project would be consistent with the residential land use designation for the project site identified in the City's General Plan Land Use and Community Form Element, the GHG emissions associated with the Project would have already been accounted for in the City's future emissions forecast. As such, implementation of the proposed Project would be consistent with the E-CAP. Additionally, because the GHG emissions generated by the proposed Project would not exceed the 2,500 MT of CO<sub>2</sub>e per year threshold established in the E-CAP, the Project

would not hinder the City's ability to reduce its GHG emissions in accordance with AB 32 requirements. Therefore, implementation of the proposed Project would not adversely affect the statewide attainment of GHG emission reduction goals of AB 32.

**Source(s):** Air Quality and Greenhouse Gas Emissions Technical Report (ESA, 2014); Project Description.

**VIII. Hazards and Hazardous Materials**

Would the Project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on a site, which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result in a safety hazard for people residing or working in the Project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the Project result in a safety hazard for people residing or working in the Project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**VIII. Hazards and Hazardous Materials Discussion**

The Phase I was prepared for the Development Site. No access to the Additional Annexation Area was provided, however, this area was observed from the street and by aerial imagery. The records search conducted for the analysis of existing hazards for the Development included the Additional Annexation Area. The results of the record search indicate that the Additional Annexation Area has a low probability for existing hazards. While a site reconnaissance was not conducted on the Additional Annexation Area, given the vacant nature of this area, there is little opportunity for the presence of significant hazardous material to be stored in the Additional Annexation Area. Therefore, the discussion and conclusions in this section pertain to the Project as a whole.

**a) *Would the Project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?***

**Less Than Significant Impact.** A Phase I Environmental Site Assessment was prepared by Petra (November 22, 2013) to analyze the Development's potential impacts to Hazards and Hazardous Materials (Appendix F). The proposed Project would include the development of 13 single-family homes and includes neither industrial elements nor association with the storage, handling, or transportation of hazardous materials. With the exception of occasional refueling during the Project construction phases only, no hazardous materials would be onsite. All construction related refueling will be conducted in accordance with BMPs and take place in a designated, protected area of the Development Site and of the Additional Annexation Area. The improved off-site intersections would not result in increased use of the roadways by trucks carrying hazardous materials.

**b) Would the Project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?**

**Less Than Significant Impact.** The proposed Project would include the development of 13 single-family homes in the Development Area and 5 homes on the Additional Annexation Area and upon Project completion no significant hazards or releases of hazardous materials would be expected of this land use. The Development, and developments completed on the Additional Annexation Area, would have the potential of accidental fuel and/or chemical spills during the grading and construction phases. The contractor would be required to implement BMPs to reduce impacts of a potential spill, such as implementing a Spill Prevention, Control, and Countermeasures (SPCC) Plan and maintaining at the job site the applicable equipment and material designated in the SPCC Plan. With these BMPs, potential impacts would be less than significant.

**c) Would the Project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?**

**Less than Significant Impact.** The Development Site and Additional Annexation Area are located within one-quarter mile of Rincon Middle School. According to the hazardous materials report, Phase I Environmental Site Assessment (Petra, 2013), because the Development Site has a historical land use of agriculture, there is a potential that pesticides and herbicides persistent in the environment were applied and residual concentrations may remain in soil and drainages on the site. According to County of San Diego guidelines, soils contaminated with pesticides and herbicides associated with historic agricultural use are not regulated as hazardous materials unless those materials are planned for offsite export (2007). Because no grading materials are currently planned for export, the potential for exposure of residual concentrations of pesticides and herbicides to the nearby Rincon Middle School is less than significant. In addition, BMPs will be utilized and current regulations will be followed for the handling and processing of hazardous materials should they be found on site during demolition or construction. The removal of trash and debris will also be observed in accordance with current regulations.

**d) Would the Project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?**

**No Impact.** The Project Area is not located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.

**e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result in a safety hazard for people residing or working in the Project area?**

**No Impact.** The Project Area is not located within an airport land use plan and is located outside the sphere of influence for the McClellan-Palomar Airport, which is the nearest public airport.

**f) For a project within the vicinity of a private airstrip, would the Project result in a safety hazard for people residing or working in the Project area?**

**No Impact.** The Project Area is not located within the vicinity of a private airstrip. The nearest private airstrip is located approximately 4.65 miles to the northeast at Lake Wohlford Resort.

**g) Would the Project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?**

**No Impact.** The Project Area has access to and would neither alter nor impede existing evacuation routes shown in the General Plan Figure VI-1. Implementation of the emergency response plan includes such precautions as avoiding construction in high-risk areas, proper landscaping in fire prone areas, and designing development to withstand earthquakes and flooding.

**h) Would the Project expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?**

**Less Than Significant Impact.** The Project Area is not located in a wildlands area and is not adjacent to a wildlands area with a Very High Fire Hazard Zone Rating. The nearest wildlands area is approximately 0.25 mile to the east.

**Source(s):** City of Escondido General Plan (City of Escondido, 2013); County of San Diego Guidelines for Determining Significance, Hazardous Materials and Existing Contamination (County of San Diego, 2007); Geotracker (California State Water Resources Control Board, 2013); Field Investigation; Phase I Environmental Site Assessment (Petra, 2013); Project Description

**IX. Hydrology and Water Quality**

Would the Project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Violate or conflict with any adopted water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of a watercourse or wetland, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create or contribute runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on Federal Flood Hazard boundary of Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place structures or fill within a 100-year flood hazard area, which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**IX. Hydrology and Water Quality Discussion**

A Water Quality Technical Report (WQTR) was prepared by BHA (November 1, 2013) and a hydraulic analysis was prepared by Tory R. Walker Engineering, Inc. (2014) to analyze the Development’s potential impacts to Hydrology and Water Quality (Appendix J). Groundwater was not found onsite. The predominant soil type existing on-site is Type B, which provides an opportunity for infiltration of storm water runoff into the native soils. The runoff from the properties to the north is collected along Stanley

Avenue and carried past the Project Area in rural side-road ditches. The adjacent parcel to the southwest has an approved Tentative Map with the City of Escondido, TM 889, which is shown on the Water Quality Report Exhibit for this Development. To the northwest, future construction on Tract No. SUB 13-003 would prevent any future off-site discharge from that development from crossing into the Development Site. The Development Site is currently 11 percent impervious surface and 50 percent impervious post-development. All 4.2 acres are to be disturbed.

In the post-Project condition, the Development Site entrance along Stanley Avenue will collect a small amount of surface runoff from Stanley Avenue, where a proposed road widening and sidewalk area will be constructed. A minor increase in impervious surface will be attributed to the street improvements. The downstream drainage infrastructure is capable of handling the additional runoff generated from the increased pavement from the roadway improvements (personal communication, Ryan Waufle, BHA Engineering). Pre- and post-construction conditions will remain the unchanged relative to treatment of roadway runoff.

Surface runoff generated by the Development will be captured on the street and conveyed to a pair of curb inlets, one on each side of the proposed street, before flowing into the cul-de-sac. These curb inlets will be connected via parallel storm drains to another pair of curb inlets at the back of the cul-de-sac, which will drain to a bioretention basin located in the back of the Development. The basin will provide treatment and detention of the storm water per City of Escondido Standard Urban Storm Water Mitigation Plan (SUSMP) requirements, and will outlet to an existing 66-inch storm drain below Lehner Avenue. Adequate drainage improvements shall be installed within the Lehner Avenue right-of-way to the satisfaction of the Engineering Department based on the City's adopted Drainage Master Plan, or subsequent updated technical analyses approved by the City to accommodate storm water flows..

Regarding the volume and velocity (Q) of surface runoff, the additional runoff volume generated from developing the site will be released to the existing outlet at a flow rate below the 10%  $Q_2$  lower threshold. Additionally, the project will also not increase peak flow rates between the  $Q_2$  and the  $Q_{10}$ , and therefore be below levels of significance and consistent with the SUSMP (BHA, 2013). The table below shows existing Q flows, post-project Q flows and the anticipated change in Q flows in cubic feet per second (cfs). The anticipated change shows a reduction in cfs.

**TABLE 6: SURFACE RUNOFF VELOCITY EXISTING AND POST-DEVELOPMENT**

Return Period (Frequency)	Existing Condition (cfs)	Post-Development Condition (cfs)	Change (cfs)
2-year	1.510	0.710	(0.800)
3-year	1.946	1.031	(0.914)
4-year	2.116	1.313	(0.803)
5-year	2.274	1.617	(0.657)
6-year	2.425	1.674	(0.751)
7-year	2.500	1.800	(0.700)
8-year	2.521	1.990	(0.531)
9-year	2.602	2.171	(0.431)
10-year	2.757	2.294	(0.463)



Surface runoff generated on the Additional Annexation Area currently flows to Lehner Avenue and Vista Way and is carried to the existing 66-inch storm water drain. Proposed mitigation for potential impacts to storm water facilities includes that adequate drainage improvements shall be installed within the Lehner Avenue right-of-way to the satisfaction of the Engineering Department based on the City's adopted Drainage Master Plan, or subsequent updated technical analyses approved by the City to accommodate storm water flows.. In the post-Project condition, the downstream drainage infrastructure is capable of handling the additional runoff generated from the increased pavement from the roadway improvements (personal communication, Ryan Waufle, BHA Engineering). Pre- and post-construction conditions will remain unchanged relative to treatment of roadway runoff. On-site water quality treatment basin(s) will be required to treat and detain the storm water generated for future development on the Additional Annexation Area per the City's SUSMP and HMP requirements.

**a) *Would the Project violate or conflict with any adopted water quality standards or waste discharge requirements?***

***Less than Significant with Mitigation.*** The construction of the Development and the future development of the Additional Annexation Area would be required to comply with the San Diego Municipal Storm Water Permit (Order No. 2001-01, NPDES), and with the project-specific Storm Water Pollution Prevention Plan (SWPPP). The SWPPP will be developed to minimize erosion and will identify specific pollution prevention measures that will eliminate or control potential point and nonpoint pollution sources on-site during the Project's construction phase. The SWPPP shall meet the requirements of the NPDES and will identify potential pollutant sources associated with construction activities, identify non-storm water discharges, develop a water quality monitoring and sampling plan, and identify, implement, and maintain BMPs to reduce or eliminate pollutants associated with the construction site.

Based on the City of Escondido SUSMP and Hydromodification Plan (HMP), the developments associated with the Project have been determined to be Priority Development Projects and subject to hydromodification controls. The WQTR (Appendix J) identifies the bioretention basin as the post-construction BMP to address water quality impacts for the Development. Water quality treatment basin(s) will be designed and sized to accommodate the future development on the Additional Annexation Area. The bioretention system is essentially a surface and sub-surface water filtration system that incorporates both plants and underlying filter soils for removal of contaminants. The bioretention system is effective in removing sediments and attached pollutants and in delaying runoff peaks by providing retention capacity and reducing flow velocities. The WQTR also provides specific design and maintenance information for the bioretention system for the Development, and a corresponding document would be prepared for the future projects on the Additional Annexation Area.

Minor intersection improvements would result in widening of the road to include dedicated turn lanes (TIA, Appendix G). The Project would thus incrementally increase the amount of surface runoff as a result of additional pavement; however the existing road drainage facilities are adequate to provide conveyance of increased storm water flows (personal communications, Ryan Waufle, BHA Engineering). In addition, the Development will contribute to new off-site drainage improvements through payment of a Community Benefit Fee/Infrastructure Deficiency

Fee. Because the City will require a development agreement for the future development on the Additional Annexation Area, the Community Benefit Fee/Infrastructure Deficiency Fee will be assessed at the time of development. In addition, to address potential impacts to drainage facilities, adequate drainage improvements shall be installed within the Lehner Avenue right-of-way to the satisfaction of the Engineering Department based on the City's adopted Drainage Master Plan, or subsequent updated technical analyses approved by the City to accommodate storm water flows. This requirement may be reduced based on further refinement to the hydrology analysis.

With the implementation of the proposed improvements, potential impacts from the Project would be less than significant.

**b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?**

**No Impact.** The Project would not deplete groundwater supplies and would not interfere with groundwater recharge by building additional wells or by altering a stream, wetland, or existing groundwater recharge facility because these resources/facilities are not found within the Project Area.

**c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of a watercourse or wetland, in a manner which would result in substantial erosion or siltation on- or off-site?**

**Less Than Significant Impact.** No watercourse or wetland is present on the site or off-site near the Project Area. The proposed Development would not alter the existing drainage pattern of the site however the surface sheet flow would be collected in the bioretention basin. The moderate slope of the site helps provide natural drainage of the site without additional grading. In addition, the bioretention basin to be constructed and maintained on the south end of the site would ensure no substantial erosion or siltation would occur and would bring potential impacts below significance. Water quality treatment basins will be designed and sized to accommodate the future development on the Additional Annexation Area, as required by the SUSMP and HMP, which would bring potential water quality impacts from the future development below significance.

**d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?**

**Less Than Significant Impact.** The conversion of approximately half of the site to impervious surface would result in a greater volume of surface flow. Based on the WQTR, the Development has been designed to collect and treat the runoff generated by the Development and would avoid on-and off-site flooding while maintaining acceptable velocities of storm water flows leaving the site (Appendix J). A bioretention basin would be constructed and maintained on the

south end of the site to treat and retain runoff before it is discharged into the storm water system in Lehner Avenue. As described in the Project's Development Agreement, the City has noted current capacity for these anticipated flows and flood control is adequate. In addition, the Project will also contribute to off-site drainage improvements through payment of a Community Benefit Fee/ Infrastructure Deficiency Fee, which is also identified in the Project's Development Agreement. Based on Development design, existing capacity, and the Project's contribution to off-site drainage improvements, potential impacts would be reduced to less than significant. It is expected that the proposed annexation parcels will be similarly conditioned by the City and will be required to construct development-specific bioretention facilities as well as contribute to a community improvement fee.

***e) Create or contribute runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?***

***Less Than Significant Impact with Mitigation.*** The Project would be expected to incrementally increase the amount of surface runoff as a result of additional paved and hardscape surfaces of the residential developments. The Development and the future development on the Additional Annexation Area would be required to comply with National Pollution Discharge Elimination System (NPDES) standards. Consequently, runoff from the Project would not be considered significant and the Project would not materially degrade the existing drainage facilities or degrade water quality. In addition, Drainage Facilities Fees would be paid consistent with City required Development Fees to contribute funding for adequate infrastructure to manage storm water runoff and pollution. The downstream drainage infrastructure is capable of handling the additional runoff generated from the increased pavement from the roadway improvements (personal communication, Ryan Waufle, BHA Engineering). Pre- and post-construction conditions will remain the unchanged relative to treatment of roadway runoff. It is expected that the future development on the Additional Annexation Area will be similarly conditioned by the City of Escondido and will be required to comply with the NPDES standards as well as contribute to a drainage facility fee.

In addition, to address potential impacts to drainage facilities, adequate drainage improvements shall be installed within the Lehner Avenue right-of-way to the satisfaction of the Engineering Department based on the City's adopted Drainage Master Plan, or subsequent updated technical analyses approved by the City to accommodate storm water flows. This requirement may be reduced based on further refinement to the hydrology analysis.

With the implementation of the proposed improvements, potential impacts from the Project would be less than significant.

***f) Otherwise substantially degrade water quality?***

***No Impact.*** See answer IX.e above.

***g) Would the Project place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?***

**No Impact.** According to Figure VI-7, 100 Year Flood Hazard Zones of the General Plan, the Project Area is not located within a FEMA 100 Year Floodway or a 100 Year Floodplain.

**h) Would the Project place structures or fill within a 100-year flood hazard area, which would impede or redirect flood flows?**

**No Impact.** According to Figure VI-7, 100 Year Flood Hazard Zones of the General Plan, the Project Area is not located within a FEMA 100 Year Floodway or a 100 Year Floodplain. No flows would be impeded or redirected.

**i) Would the Project expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?**

**No Impact.** The Project Area is not located in an inundation zone according to Figure VI-8 Dam Failure Inundation Areas.

**j) Inundation by seiche, tsunami, or mudflow?**

**No Impact.** The Project Area is not located in an inundation zone according to Figure VI-8 Dam Failure Inundation Areas. The Project Area is also located over 14 miles away from the Pacific Ocean and out of range for risk of tsunami. No bodies of water or waterflows are located near the site that would create exposure to risk of seiche or mudflow.

**Source(s):** City of Escondido General Plan (City of Escondido, 2013); Field Investigation; Water Quality Technical Report (BHA, Inc. 2013); Project Description

**Hydrology and Water Quality Resources Avoidance, Minimization, and Mitigation.** The following mitigation measure would be implemented to minimize potential impacts:

**HYD-1a:** Adequate drainage improvements shall be installed within the Lehner Avenue right-of-way to the satisfaction of the Engineering Department based on the City's adopted Drainage Master Plan, or subsequent updated technical analyses approved by the City to accommodate storm water flows.

**X. Land Use Planning**

Would the Project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the Project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**X. Land Use Planning Discussion**

**a) Would the Project physically divide an established community?**

**No Impact.** The Project proposes the development of 13 single-family residences within an established community and the annexation of approximately 1.85 acres (approximately 1.53 acres of offsite private property and 0.32 acre of public roadway) currently within the City’s Sphere of Influence (SOI) but still within the County of San Diego jurisdiction. In addition to the 13-unit Development, an additional 5 residences are allowed on the Additional Annexation Area. The change in zoning as a result of the annexation will not physically divide the community, as the annexation will result in increased community structure by placing the annexed area inside City limits, a defined community. The proposed annexation would incrementally implement the City and County’s long-range goal to annex identified County lands within the City’s SOI. Table 7 shows the City and County’s zoning and land use designations for the combined Project area.

**TABLE 7: EXISTING ZONING AND LAND USE DESIGNATIONS FOR PROJECT AREAS**

	City (pre-zone)	County
Zoning	R2 R-1-10 (light multiple residential, 1 unit per 10,000 square feet).	Semi-Rural Residential of 1 dwelling unit per 1 gross acre, slope less than 25%.
General Plan Designation	Residential – Suburban (3.33 units/acre).	SR-1 (1 DU/1, 2, 4 ac) – Agriculture. One unit per acre allowed density.

**b) Would the Project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the Project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?**

**Less Than Significant Impact.** The City of Escondido General Plan is the applicable land use plan for the Project Area. The Suburban land use designation of the General allows a maximum density of 3.3 dwelling units per acre with a minimum lot size of 10,000 square feet (sf). The Development's TTM (Appendix A, Figure 3) shows all lots larger than 10,000 sf, and therefore the Development is consistent with the lot size requirement.

The Development also proposes to construct such other improvements required by the Conditions of Approval and the Development Agreement. The terms of the Development Agreement would allow the developer to proceed with construction of 13 residences in return for the construction of public improvements and the payment of funds (deficiency fees) for upgrades to existing water, street and drainage infrastructure in the North Broadway area. As described in the Development Agreement, compensation for these upgrades includes payment of a Community Benefit Fee of \$12,500 per unit, and a fair share contribution to the future signalization of the Ash Street/Vista Avenue intersection. Improvements include construction of dedicated turn lanes and transitions at the Ash Street/Lehner Avenue and Ash Street/Vista Avenue intersections. The Development Agreement would ensure consistency with the City's Growth Management Ordinance requirements for new residential development within the North Broadway Region of influence; therefore, Development impacts to applicable land use plans, policies and regulations would be less than significant. A proposed development of the 5 homes on the Additional Annexation Area would also require a Development Agreement that would require consistency with the Growth Management Ordinance and therefore, Annexation impacts to applicable land use plans, policies and regulations would be less than significant.

**c) Conflict with any applicable habitat conservation plan or natural community conservation plan?**

**Less Than Significant Impact.** As described in Section IV(f), this Project is not in conflict with the applicable habitat conservation plan.

**Source(s):** City of Escondido General Plan (City of Escondido, 2013); City of Escondido Planning Commission (City of Escondido, 2006); Field Investigation; Multiple Habitat Conservation Program (SANBAG, 2003); Project Description

**XI. Mineral Resources**

Would the Project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**XI. Mineral Resources Discussion**

**a) Would the Project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?**

**No Impact.** No existing or past mineral extraction facilities are located in the Project Area (Figure 4.11-1 of the General Plan Update Environmental Impact Report). Historically, the Project Area has been used for agricultural and residential use and was not associated with mineral mining or excavation. No evidence of mineral resources was identified in the geotechnical report prepared for this Project.

**b) Would the Project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?**

**No Impact.** See answer XI.a above.

**Source(s):** City of Escondido General Plan (City of Escondido, 2013); Field Investigation; Project Description

**XII. Noise**

Would the Project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Exposure of persons to or generation of excessive ground-borne vibration or ground-borne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the Project vicinity above levels existing without the Project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the Project vicinity above levels existing without the Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project expose people residing or working in the Project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the Project expose people residing or working in the Project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**XII. Noise Discussion**

A Noise Technical Report (NTR) was prepared by ESA (April 2014) to analyze the Development’s potential impacts on noise based on City and County standards (Appendix H). Development design revisions occurring after production of the report have proposed a reduced density to allow for a 13-unit Development rather than a 14-unit Development. Therefore, the following analysis is based on development of the originally proposed 14 units, and thus, presents a more robust analysis of the Development’s potential impacts than are anticipated under currently proposed conditions. The NTR’s analysis prepared for the Development Site also can be used to evaluate the potential noise impacts for the Additional Annexation Area. Given the proximity of the Additional Annexation Area to the Development, it is reasonable to extrapolate the data to address impacts to this area in addition to the Development. Therefore, the discussion and conclusions in this section pertain to the Project as a whole.

The Development’s potential construction-related and operational-related noise impacts were evaluated based on City standards for exterior sound levels and per the City’s General Plan and Noise Policy 5.3 of the Community Protection Element; and per County significance standards. The City and County significance criteria thresholds are shown in Table 8 below.



**TABLE 8: CITY AND COUNTY EXTERIOR SOUND LEVEL LIMITS**

CITY THRESHOLDS		
Zone	Time	Applicable Limit One-hour Average Sound Level (A-weighted Decibels)
Residential zones	7:00 A.M. to 10:00 P.M.	50
	10:00 P.M. to 7:00 A.M.	45
COUNTY THRESHOLDS		
Zone	Time	One-hour Average Sound Level Limits (dBA)
(1) R-S, R-D, R-R, R-MH, A-70, A-72, S-80, S-81, S-87, S-90, S-92, and R-V and R-U with a density of less than 11 dwelling units per acre	7:00 A.M. to 10:00 P.M.	50
	10:00 P.M. to 7:00 A.M.	45

With regards to traffic noise, the significance of the proposed Development's noise impacts were determined by comparing estimated Development-related noise levels to existing no-Development noise levels. The traffic noise significance criteria thresholds are shown in Table 9 below.

**TABLE 9: EXTERIOR INCREMENTAL ENVIRONMENTAL NOISE IMPACT STANDARDS FOR NOISE-SENSITIVE USES (DB)**

Residences and Buildings Where People Normally Sleep <sup>a</sup>		Institutional Land Uses with Primarily Daytime and Evening Uses <sup>b</sup>	
Existing $L_{dn}$	Allowable Noise Increment	Existing Peak Hour $L_{eq}$	Allowable Noise Increment
45	8	45	12
50	5	50	9
55	3	55	6
60	2	60	5
65	1	65	3
70	1	70	3
75	0	75	1
80	0	80	0

Note: Noise levels are measured at the property line of the noise-sensitive use.

<sup>a</sup> This category includes homes, hospitals, and hotels where a nighttime sensitivity to noise is assumed to be of utmost importance.

<sup>b</sup> This category includes schools, libraries, theaters, and churches where it is important to avoid interference with such activities as speech, meditation, and concentration on reading material.

a) *Would the Project result in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*

***Less than Significant Impact with Mitigation.***

**Operation Noise:** The Development will not involve the use of heavy machinery or generate heavy-duty truck trips that are often associated with large commercial or industrial uses. As such, no sources of “excessive” noise levels will occur during Development operations that will violate established noise standards (ESA, Noise Technical Report, 2013, Appendix H).

The Project will add additional vehicles on surrounding roadways and therefore potentially impact ambient noise levels with increased traffic noise. The proposed Project will increase local noise levels by a maximum of 0.8 dB  $L_{dn}$  at the roadway segment of Stanley Avenue, east of N. Ash Street. As this noise increase will not exceed the City’s allowable noise increment, this impact will be less than significant. In addition, as the other roadway segments that are located even farther away from the Project Area will experience less traffic increases due to the Development, the increase in local noise levels at these roadway segments will also not exceed the County’s allowable noise increments, and impacts will be less than significant.

Cumulative mobile source noise impacts will occur primarily as a result of increased traffic on local roadways due to the proposed Development and related projects within the study area. Therefore, cumulative traffic-generated noise impacts have been assessed based on the contribution of the proposed Development to the future cumulative base traffic volumes on the roadway segments in the Development vicinity. The Development’s maximum contribution to cumulative traffic noise levels will be 0.6 dB  $L_{dn}$  at the segment of Vista Avenue, west of N. Ash Street. As the increase in roadway noise at this roadway segment will not exceed the allowable incremental noise increase of 3.0 dB  $L_{dn}$ , the noise increase associated with the Development will not be substantial based on the City’s noise standards for allowable incremental noise increases<sup>2</sup>. Aside from this roadway segment, all of the remaining roadways in the Project Area will not be exposed to incremental noise increases from the Development that will exceed the City’s noise standards for allowable incremental noise increases. Therefore, the Development’s contribution to cumulative traffic noise impacts will be less than significant (ESA, Noise Technical Report, 2014).

Furthermore, the Development’s maximum contribution to cumulative peak hour traffic noise levels will be 0.1 dB  $Leq$  at the segment of N. Broadway, south of Stanley Avenue. As this noise increase will not exceed the allowable incremental noise increase of 3.0 dB  $Leq$ , the noise

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<sup>2</sup> Because the project site is anticipated to be annexed into the City prior to development of the project, the applicable noise criteria from the City, instead of the County, is used for this analysis. Since the City’s allowable noise increase criteria is more stringent than the County’s criteria, even under a scenario where the project site is not annexed by the City prior to development of the Project, the use of the City’s criteria in this report provides an analysis that is more conservative in nature.

increase will not be substantial. The noise increase due to future development of 5 houses in the Additional Annexation Area, therefore, will also be less than significant. As the remaining roadways analyzed will not be exposed to any noise level increases attributable to the Development, the peak hour noise increases at these roadway segments will also not be substantial. Therefore, the Project's contribution to cumulative peak hour traffic noise impacts at institutional land uses will be less than significant (ESA, Noise Technical Report, 2014).

The Project's Additional Annexation Area will potentially add an additional 5 units (50 additional vehicle trips per day) on three parcels south of Lehner Avenue resulting from the zone change and increased allowable density. The Traffic Impact Analysis' (TIA) technical consultant provided consultation regarding potential impacts resulting from the Project's annexation and determined that an additional 5 units will contribute to less than the day to day fluctuations of traffic in the study area (LLG, 2014). In other words, quantifying the potential impacts of the 5 additional units neither increases the study's accuracy beyond the margin of error nor leads the study to different conclusions. Therefore, impacts associated with the Additional Annexation Area are considered less than significant with regard to traffic. Correspondingly, impacts to noise from the 5 units, which are analyzed based on traffic generation rates and findings made in the TIA, will also have a less than significant impact per City and County standards.

**Construction Noise:** Construction of the proposed Project will require the use of heavy equipment during the demolition, grading and excavation activities at the Project Area, installation of new utilities, paving, and building fabrication for the proposed residential buildings. Development activities will also involve the use of smaller power tools, generators, and other sources of noise. During each stage of development, there will be a different mix of equipment. As such, construction activity noise levels at and near the Project Area will fluctuate depending on the particular type, number, and duration of use of the various pieces of construction equipment.

Table 10 shows the hourly noise levels ( $L_{max}$ ) produced by various types of construction equipment based on a distance of 50 feet between the equipment and noise receptor for the Development. It should be noted that  $L_{max}$  noise levels associated with the construction equipment will only be generated when the equipment are operated at full power. Typically, the operating cycle for a piece of construction equipment will involve one or two minutes of full power operation followed by three or four minutes at lower power settings. As such, the  $L_{max}$  noise levels shown in Table 10 will only occur occasionally throughout the construction day.

During construction, two basic types of activities will be expected to occur and generate noise at the Development. One of these activities will involve demolition, grading and excavation at the Development to accommodate the foundation for the proposed residential uses. The second type of construction activity that will generate noise will involve the physical construction of the proposed residential structures. Overall, construction of the Development is anticipated to occur over an approximately 6-month period.

**TABLE 10: MAXIMUM NOISE LEVELS FROM CONSTRUCTION EQUIPMENT**

Construction Equipment	Noise Level at 50 Feet (dB, L <sub>max</sub> )
Dump Truck	76
Excavator	81
Air Compressor	78
Backhoe	78
Grader	85
Front End Loader	79
Dozer	82
Tractor	84
Paver	77
Roller	80

SOURCE: Federal Highway Administration, Roadway Construction Noise Model User's Guide, 2006.

During construction of the Project, the nearest and most notable offsite sensitive receptors to the Project Area will be the surrounding residential uses and the Rincon Middle School. The Additional Annexation Area and the Development are approximately equidistant from these receptors and the noise analysis for the Development is appropriate for the future development on the Additional Annexation Area. Due to the use of construction equipment during the construction phases, the Project will expose these surrounding off-site sensitive receptors to increased exterior noise levels. According to Section 36.409 of the County's Noise Abatement and Noise Control Ordinance, with the exception of emergency work the County has deemed it unlawful for any person to operate construction equipment, or cause construction equipment to be operated, that exceeds an average sound level of 75 dB for an eight-hour period, between 7:00 A.M. and 7:00 P.M., when measured at the boundary line of the property where the noise source is located or on any occupied property where the noise is being received. In addition, with respect to the City's construction noise regulations, Section 17-234 of the City Municipal Code stipulates that construction equipment or a combination of equipment are not allowed to operate so as to cause noise in excess of a one-hour average sound level limit of 75 dB at any time, unless a variance has been obtained in advance from the City Manager.

During Project construction, the noise levels experienced at the nearest off-site receptors will vary depending on the distance of the construction equipment within the site to the receptor. For instance, the construction noise levels experienced at the off-site receptors to the north will be the greatest when construction equipment are operating in the northern portion of the Project Area, while noise levels at these receptors will be the lowest when construction equipment are operating in the southern portion of the Project Area. Thus, the noise levels will fluctuate over the course of a construction day as equipment moves back and forth across the Project Area. In addition, the construction of the Additional Annexation Area will occur at a different time from the Development which will result in reduced noise generation from construction. Because the Development's specific construction equipment roster and schedule have not been finalized at this time, an approximate estimate of construction noise levels is conducted for the purpose of this analysis using the general assessment approach

recommended by the Federal Transit Administration (FTA). Table 11 shows the estimated construction noise levels that will occur at the nearest off-site sensitive uses during construction at the Project Area. The estimated noise levels at the off-site sensitive receptors were calculated using the Federal Highway Administration (FHWA)'s Roadway Construction Noise Model (RCNM), and were based on the concurrent operation of the two noisiest pieces of equipment (i.e., grader and tractor) at the center of the Development.

**TABLE 11: EXTERIOR NOISE AT OFF-SITE SENSITIVE USES FROM Development CONSTRUCTION\***

Off-site Sensitive Land Uses	Location	Approximate Distance to Project Site Boundary (ft.) <sup>a</sup>	Estimated Hourly Noise Levels (dB L <sub>eq</sub> ) <sup>b</sup>	Applicable Hourly Noise Standard (dB L <sub>eq</sub> )
Residences	North of the Project Area, across Stanley Ave.	400	66	75
Residence	Directly east of the Project Area	145	74	75
Rincon Middle School	South of the Project Area, across Lehner Ave.	567	63	75
Residence	South of the Project Area, across Lehner Avenue	590	62	75
Residence	Southwest of the Project Area	450	65	75
Residences	West of the Project Area	433	65	75

\* Analysis is based on the Development's originally proposed 14 units rather than the currently proposed 13 units.

<sup>a</sup> The approximate distances are measured from the center of the Project Area to the nearest sensitive-receptor property line.

<sup>b</sup> In accordance with the general construction noise assessment approach recommended by the FTA, it is assumed that the two noisiest pieces of construction equipment used at the Project Area (i.e., grader and tractor) would be operating concurrently.

As shown in Table 11, the estimated construction noise levels generated by the Development will range from 62 dB Leq at the nearest residential use property line located south of the Project Area, across Lehner Avenue, to 74 dB L<sub>eq</sub> at the nearest residential use located east of the Project Area. Overall, none of the identified nearest off-site sensitive receptors will be exposed to noise levels that exceed 75 dB L<sub>eq</sub>. Thus, under the scenario where the construction noise levels shown in Table 11 at the off-site sensitive receptors will occur for a full hour, the City's 1-hour average noise standard of 75 dB for construction activities will not be exceeded. Furthermore, since the 1-hour average construction noise levels will not exceed 75 dB, then an 8-hour average of those noise levels (i.e., County construction noise standard) will also not exceed 75 dB. Therefore, the Development's construction activities will not violate the construction noise standards of the County's Noise Abatement and Control Ordinance or the City's municipal code.

Despite not exceeding the County's or the City's construction noise standards, when the Development's estimated construction noise levels are compared with the ambient daytime noise levels that were measured at the nearby off-site sensitive uses to the Project Area, the exterior noise levels at these off-site sensitive receptors will experience an increase in noise levels during construction of the Development. It should be noted, however, that the construction-related noise levels associated with development under the Development will be

temporary in nature, and will not generate continuously high noise levels, although occasional single-event disturbances from grading and construction are possible. In addition, construction equipment engines will also likely be intermittently turned on and off over the course of a construction day. Although construction noise levels will only be temporary in nature, measures MM N-1 through MM N-7, which will require the implementation of noise reduction devices and techniques during project construction, are included to reduce the construction-related noise levels at nearby receptors to the maximum extent feasible. With the implementation of MM N-1 through MM N-7, the temporary construction noise impacts will be minimized and impacts will be less than significant.

**b) Would the Project result in exposure of persons to or generation of excessive ground-borne vibration or ground-borne noise levels?**

***Less than Significant Impact.***

**Operation Noise:** The Project will not involve the use of heavy machinery or generate heavy-duty truck trips that are often associated with large commercial or industrial uses. As such, no sources of “excessive” groundborne vibration or noise levels will occur during Project operations (ESA, Noise Technical Report, 2013).

**Construction Noise:** Construction activities that will occur within the Project Area will include grading and excavation, which will have the potential to generate low levels of groundborne vibration. As such, the existing residential uses located in the immediate vicinity of the Project Area could be exposed to the generation of excessive groundborne vibration or groundborne noise levels related to construction activities. The results from vibration can range from no perceptible effects at the lowest vibration levels, to low rumbling sounds and perceptible vibrations at moderate levels, to structural damage at the highest levels. Site ground vibrations from construction activities very rarely reach the levels that can damage structures, but they may be perceived in buildings very close to a construction site. No pile-driving activities will be required for construction of the proposed Development.

The various peak particle velocity (PPV) and root mean square (RMS) velocity in Decibel (VdB) levels for the types of construction equipment that will operate during the construction of the proposed Development are identified in Table 12. Based on the information presented in Table 12, vibration velocities could reach as high as approximately 0.089 inch-per-second PPV at 25 feet from the source activity, depending on the type of construction equipment in use. This corresponds to a RMS velocity level (in VdB) of 87 VdB at 25 feet from the source activity.

**TABLE 12: VIBRATION SOURCE LEVELS FOR CONSTRUCTION EQUIPMENT\***

Equipment	Approximate PPV (in/sec)					Approximate RMS (VdB)				
	25 Feet	50 Feet	60 Feet	75 Feet	100 Feet	25 Feet	50 Feet	60 Feet	75 Feet	100 Feet

Equipment	Approximate PPV (in/sec)					Approximate RMS (VdB)				
	25 Feet	50 Feet	60 Feet	75 Feet	100 Feet	25 Feet	50 Feet	60 Feet	75 Feet	100 Feet
Large Bulldozer	0.089	0.031	0.024	0.017	0.011	87	78	76	73	69
Loaded Trucks	0.076	0.027	0.020	0.015	0.010	86	77	75	72	68
Jackhammer	0.035	0.012	0.009	0.007	0.004	79	70	68	65	61
Small Bulldozer	0.003	0.001	0.0008	0.0006	0.0004	58	49	47	44	40

\* Analysis is based on the Development's originally proposed 14 units rather than the currently proposed 13 units.

SOURCE: FTA, 2006.

Construction activities associated with the proposed Development will have the potential to impact the nearest surrounding off-site sensitive receptors to the Project Area, which include the surrounding residential uses to the north, east, and west, and the Rincon Middle School located to the south. Table 13 shows the construction-related groundborne vibration levels that will occur at the identified off-site sensitive uses during construction at the Project Area.

**TABLE 13: GROUNDBORNE VIBRATION LEVELS AT OFF-SITE SENSITIVE USES\***

Off-site Sensitive Land Use	Approximate Distance to Project		Estimated PPV (in/sec)
	Area (ft.) <sup>a</sup>		
Residences located north of the Project Area, across Stanley Ave.	110		0.001
Residence located directly east of the Project Area	183		0.004
Rincon Middle School located southeast of the Project Area, across Lehner Ave.	360		0.002
Residence located south of the Project Area, across Lehner Avenue	356		0.002
Residence located southwest of the Project Area, across Lehner Avenue	240		0.003
Residences located west of the Project Area, across N. Ash Street	324		0.002

ft. = feet

in/sec = inches per second

\* Analysis is based on the Development's originally proposed 14 units rather than the currently proposed 13 units.

<sup>a</sup> The approximate distances are measured from the nearest Development boundary to the nearest off-site structure. In the case of the residences to the immediate east and west of the Development, a 15-foot and 12-foot distance between the Development boundary and these sensitive receptor structures, respectively, is used based on the preliminary site plan for the proposed Project.

As shown in Table 13, the vibration velocities forecasted to occur at the off-site sensitive receptors could potentially range from 0.002 in/sec PPV at the Rincon Middle School and the off-site residence located south of the Project Area, across Lehner Avenue, to 0.01 in/sec PPV at

the residences located north of the Project Area, across Stanley Avenue. None of the buildings at the identified off-site sensitive use locations are considered to be fragile structures that are extremely susceptible to vibration damage. For the purpose of this analysis, the identified off-site residential structures surrounding the Project Area are considered to be “older residential structures,” while the Rincon Middle School structures are considered to be “modern industrial/commercial buildings,” based on the structure descriptions provided under Caltrans vibration criteria. With respect to the vibration sources associated with project construction, it is not anticipated that any continuous/frequent intermittent sources of vibration will occur as no pile-driving or compaction activities will be required at the Project Area. As such, only transient sources of vibration are anticipated to be generated at the Project Area during construction. Based on the information shown in Table 13, none of the existing off-site residential structures will be exposed to PPV groundborne vibration levels that exceed the 0.5 inches per second criteria for transient sources. In addition, the Rincon Middle School will not be exposed to PPV groundborne vibration levels that exceed the 2.0 inches per second criteria for transient sources. Furthermore, the highest vibration level of 0.01 in/sec PPV at the residences located north of the Development Site will be barely perceptible with respect to Caltrans vibration annoyance potential criteria. As such, groundborne vibration impacts at off-site sensitive receptors during project construction with respect to building damage and human annoyance will be less than significant (ESA, Noise Technical Report, 2014).

**c) Would the Project result in a substantial permanent increase in ambient noise levels in the Project vicinity above levels existing without the Project?**

***Less Than Significant Impact.***

**Construction Noise:** According to the NTR for the project (ESA, 2013, Appendix H), a temporary increase in ambient noise levels will occur during the demolition, grading and construction project phases. Temporary increase in ambient noise levels will also occur in the Additional Annexation Area during construction in this area. The potential impacts for temporary demolition, grading and construction activities are discussed in answers XII.a and XII.b above.

**Operation Noise:** Potential permanent impacts during the Project’s operation phase will be associated with heating, ventilating, and air conditioning (HVAC) units and exhaust fans that may be installed on the proposed single-family residential units; and associated with an increase in traffic and traffic related noise.

HVAC units and exhaust fans may be installed on the proposed single-family residential units in the Project Area. Due to their proximity, the noise levels generated by the new HVAC units and exhaust fans for the proposed Project could potentially disturb the existing residential uses to the north and east of the Project Area. However, it should be noted that as an industry practice, the design of the onsite HVAC units and other noise-generating mechanical equipment associated with the new residential units at the Project Area will typically be equipped with noise muffling devices or shielding (e.g., enclosures) to reduce noise levels that may affect nearby noise-sensitive uses. In addition, for the proposed Development, all HVAC units will be located in either the rear or side of the new residences where they will be shielded from neighboring uses by blocked walls. Furthermore, the HVAC units for the Development installed



will be typical of those used at other existing residences in the Project vicinity, and generally will not represent a substantial source of noise. It is expected that the future residences in the Additional Annexation Area will also install typical HVAC unit. Thus, impacts from HVAC-related noise levels associated with the proposed Project will be less than significant.

Furthermore, in order to ensure that onsite operational noise will not adversely affect the future residents at the Project Area, measure MM N-8 will be implemented to ensure that all exterior windows associated with the proposed residential uses will be constructed such that sufficient sound insulation is provided to ensure that interior noise levels will be below a  $L_{dn}$  or CNEL of 45 dB in any residential unit.

Potential impacts to ambient noise levels associated with traffic noise are discussed in Section X.II.a above.

**d) *Would the Project result in a substantial temporary or periodic increase in ambient noise levels in the Project vicinity above levels existing without the Project?***

***Less than Significant Impact with Mitigation.*** A temporary increase in ambient noise levels will occur during the grading and construction project phases. The potential impacts for temporary grading and construction activities are discussed in answers XII.a and XII.b above. Implementation of MM N-1 through MM N-7 described below will reduce the potential impacts to a level below significance.

**e) *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project expose people residing or working in the Project area to excessive noise levels?***

***No Impact.*** The Project Area is not located within an airport land use plan and is located outside the sphere of influence for the McClellan-Palomar Airport, which is the nearest public airport. The site is not located within the vicinity of a private airstrip. The nearest private airstrip is located approximately 4.6 miles to the northeast at Lake Wohlford Resort.

**f) *For a project within the vicinity of a private airstrip, would the Project expose people residing or working in the Project area to excessive noise levels?***

***No Impact.*** See answer XII.e above.

**Source(s):** City of Escondido General Plan (City of Escondido, 2013); Field Investigation; Noise Technical Report (ESA, 2014)

**Noise Avoidance, Minimization, and Mitigation.** The following mitigation measures will be implemented to minimize potential impacts from the Development and future construction on the Additional Annexation Area:

**MM N-1:** The Project Applicant and/or contractor shall ensure that all construction equipment has properly operating mufflers.

**MM N-2:** Noise and groundborne vibration construction activities whose specific location on the Project Area may be flexible (e.g., operation of compressors and generators, cement mixing, general truck idling) shall be conducted as far as possible from the nearest noise- and vibration-sensitive land uses.

**MM N-3:** Construction activities associated with the proposed Project shall, to the extent feasible, be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels. When the use of impact tools are necessary, they shall be hydraulically or electrically powered when feasible to minimize noise associated with compressed air exhaust from pneumatically powered tools.

**MM N-4:** The Applicant shall locate stationary construction noise sources away from adjacent receptors, to the extent feasible, and ensure that they are muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent feasible.

**MM N-5:** If the Project is under the jurisdiction of the County at the time of development, the Applicant and/ or Contractor shall notify all construction workers prior to the commencement of construction that activities generating impulsive noise levels at the Project Area must be limited to no more than 15 minutes in a given hour when such activities are located adjacent to an off-site sensitive receptor (residence). Impulsive noise is defined by the County as a single noise event or a series of single noise events that causes a high peak noise level of short duration (one second or less) measured at a specific location (Section 36.410 of the County's Noise Abatement and Control Ordinance).

**MM N-6:** The Applicant shall designate a construction relations officer to serve as a liaison with surrounding residents and property owners who is responsible for responding to any concerns regarding construction noise and vibration. The liaison's telephone number(s) shall be prominently displayed at the Project Area. Signs shall also be posted at the Project Area that include permitted construction days and hours.

**MM N-7:** Construction activities shall be limited to permitted construction hours designated by the applicable jurisdiction for the project at the time of development. If the project is under the jurisdiction of the County at the time of development, construction activities shall be limited to between the hours of 7:00 A.M. and 7:00 P.M. from Monday through Saturday. Further, no construction activity shall be undertaken on Sundays and recognized County holidays (Section 36.408 of the County's Noise Abatement and Control Ordinance). If the project is under the jurisdiction of the City at the time of development, construction activities shall be limited to between the hours of 7:00 A.M. and 6:00 P.M. from Monday through Friday, and between the hours of 9:00 A.M. and 5:00 P.M. on Saturdays. Further, no construction activity shall be undertaken on Sundays and recognized City holidays (Section 17-234 of the City's Municipal Code).

**MM N-8:** Prior to the issuance of a certificate of occupancy, the Applicant shall ensure that all exterior windows associated with the proposed residential uses at the project site shall be constructed to provide a sufficient amount of sound insulation to ensure that interior noise levels will be below an  $L_{dn}$  or CNEL of 45 dB in any room.

**XIII. Population and Housing**

Would the Project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**XIII. Population and Housing Discussion:**

**a) Would the Project induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?**

**Less Than Significant Impact.** The Project would build 18 single-family residences which would incrementally increase the population in the immediate area (13 within the Development and 5 on the Additional Annexation Area). These additional units would support the City's Regional Share Housing Requirements and the General Plan Housing Policy 1.1 to expand the stock of all housing while preserving the health, safety, and welfare of residents, and maintaining the fiscal stability of the City. While population growth is anticipated, it is consistent with City planning efforts and County expectations for de-annexation. According to the City's General Plan Housing Element, each household in the City has an average of 3.12 persons. By applying 3.12 persons per household to the additional 13 residences from the Development and the 5 residences in the Additional Annexation Area, the Project is anticipated to increase the population of the City by 56 persons. Compared to an estimated population in 2010 of 143,911 residents, the increase in population of 0.03% by the Project will not cause a significant population impact. Development of the Project will be supported by one additional road/cul-de-sac that will be constructed within the project site to provide the new units with access to and from existing Stanley Avenue. Off-site intersection improvements identified in the TIA (Appendix G) and required by the Development Agreement will be constructed. No other infrastructure is proposed aside from utility improvements on the property that would tie into existing offsite municipal infrastructure.

**b) Would the Project displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?**

**Less Than Significant Impact.** The Project Area currently contains one single-family residence that would be demolished. The Project would construct 18 single-family units (13 within the Development and 5 on the Additional Annexation Area. Therefore, adequate replacement housing is part of the Project design and impacts would be less than significant. There are no housing units on the Additional Annexation Area.

**c) Would the Project displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?**

**No Impact.** See answer XIII.b above.

**Source(s):** City of Escondido General Plan (City of Escondido, 2013); Field Investigation; Project Description

**XIV. Public Services**

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services:				
Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**XIV. Public Services Discussion:**

**a) Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services?**

**i) Fire protection**

**Less Than Significant Impact.** The Project Area is within the Rincon Del Diablo Fire Protection District with services provided by the Escondido Fire Department. Fire Station #7 is the closest station, approximately 1.5 miles from the site and located at 1220 North Ash. The Project would incrementally increase the need for service in the area by adding 18 single-family residences. Consistent with the Citywide Facilities Plan, this increase would be offset by the payment of Public Facilities Fees paid at the time of building permit issuance. In addition, the Project would be subject to fire building plan fees and review to ensure the Project is in compliance with access and safety standards. Based on information provided by the City, upon request for service, one engine and two ambulances will respond from station #7 within the response time mandated by the General Plan.

**ii) Police protection**

**Less Than Significant Impact.** The Project would incrementally increase the need for additional police service with the development of 18 residential units. Consistent with the Citywide

Facilities Plan, this incremental increase would be offset by the payment of Public Facilities Fees paid at the time of building permit issuance. Based on information provided by the City, the Escondido Police Department will provide services from the new police and fire headquarters building located at 1161 North Centre City Parkway. Therefore, no impacts to service level are anticipated to result from the proposed Development.

### iii) *Schools*

**Less Than Significant Impact.** The site is within the Escondido Union School District and the Escondido Union High School District. The district maps show that students from the proposed Development would be scheduled to attend North Broadway Elementary School, Rincon Middle School and Escondido High School. The Citywide Facilities Plan notes that new development leading to higher enrollment is a concern of the school districts' ability to maintain adequate school facilities that can accommodate greater student populations. Payment of School Impact Fees pursuant to SB50 has been deemed to be adequate mitigation by the State Legislature to offset potentially significant impacts to educational facilities. In addition, as part of the initial study submittal requirements, the City of Escondido requires letters from the school districts indicating their ability to provide school facilities that can serve the Project. These letters are included in Appendix I.

### iv) *Parks*

**Less Than Significant Impact.** The Project would not occur on or require the conversion of park space. The nearest parks within an approximate half-mile to one-mile radius that would service the Project include Jesmond Dene Park (35 acres), Reidy Creek Golf Course (65 acres), Rod McLeod Park (18 acres), El Norte Park (2.5 acres), and Daley Ranch (3,058 acres). The addition of 18 residential units would create an incremental increase in use of these existing park locations. According to the Citywide Facilities Plan, park services in Escondido are meeting threshold levels of service and the Project would not significantly impact park services. In addition, the Project would be required to pay a Park Fee upon issuance of building permits consistent with the growth management element of the General Plan and Quality of Life Goals.

### v) *Other public facilities*

**Less Than Significant Impact.** Water and wastewater supply and utilities would be connected to existing City lines within the adjacent streets. The Project would create an incremental increase on water and wastewater facilities demand with the additional units. According to Article 47, Section 33-924 of the City Municipal Code and City Quality of Life Standards, the Project would be required to provide adequate sewer, water and drainage facilities for the area to the satisfaction of the City engineer and in accordance with adopted master plans. In addition, consistent with the Citywide Facilities Plan, Water Connection Fees and Wastewater Connection Fees would be paid to offset any potential impacts to these services upon issuance of building permits for this Project and the developments on the Additional Annexation Area. Public Facilities Fees paid at the time of building permit issuance would also contribute to and offset the incremental increase on the demand for Library Services, also discussed in the Citywide Facilities Plan.

**Source(s):** Citywide Facilities Plan (City of Escondido, 2009); City of Escondido General Plan (City of Escondido, 2013); Fee Guide for Development Projects (City of Escondido, 2013); Field Investigation; Project Description

**XV. Recreation**

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Would the Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Does the Project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**XV. Recreation Discussion:**

**a) Would the Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?**

**Less Than Significant Impact.** The Project proposes the development of 18 single-family residences that would lead to an incremental increase on the use of public parks and recreational facilities. Impacts to these facilities would not be substantial and potential impacts would be offset by the payment of Park and Facilities Impact Fees paid upon issuance of building permits.

**b) Does the Project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?**

**No Impact.** The Project does not propose the development of recreational facilities and it does not require the construction or expansion of recreational facilities.

**Source(s):** Citywide Facilities Plan (City of Escondido, 2009); City of Escondido General Plan (City of Escondido, 2013); Fee Guide for Development Projects (City of Escondido, 2013); Field Investigation; Project Description



**XVI. Transportation and Traffic**

Would the Project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Conflict with an adopted plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an adopted congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the appropriate congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, pedestrian facilities, or other alternate transportation or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**XVI. Transportation and Traffic Discussion:**

A Traffic Impact Analysis (TIA) was performed by LLG Engineers (April 4, 2014) to analyze the potential impacts on existing and future Transportation and Traffic conditions in the Project Area from a 14-unit residential development. Design revisions occurring after April 4, 2014, have reduced the number of units to 13. Therefore, the following analysis based on the TIA presents a more robust analysis of the Development's potential impacts than actual proposed conditions. The study area includes the following five (5) existing intersections and five (5) street segments.

Intersections:

1. N. Broadway / Stanley Avenue
2. N. Ash Street / Stanley Avenue
3. N. Ash Street / Lehner Avenue
4. N. Broadway / Vista Avenue
5. N. Ash Street / Vista Avenue

Segments:

1. N. Ash Street: Between Stanley Avenue and Lehner Avenue
2. N. Ash Street: South of Vista Avenue
3. Stanley Avenue: East of N. Ash Street
4. Vista Avenue: Between N. Broadway and N. Ash Street
5. N. Broadway: South of Vista Avenue

The approach and methodology is based on guidance provided by the City of Escondido Engineering Staff, as follows:

1. The traffic study should include a SANDAG prepared Select Zone Assignment for the Development to determine the Development's traffic distribution.
2. The traffic study should utilize the Brief Guide of Vehicular Traffic Generation Rates for the San Diego Region (April 2002) published by SANDAG, to determine the Development traffic volume.
3. Traffic should utilize the following scenarios to determine Development traffic impacts at intersections and along roadway segments.
  - a. Existing Condition (based on new traffic counts)
  - b. Existing + Project Traffic Condition
  - c. Existing + Cumulative Projects Traffic Condition
  - d. Existing + Cumulative Projects + Project Traffic Condition

Level of service (LOS) is the term used to denote the different operating conditions which occur on a given roadway segment or intersection under various traffic volume loads. Level of service designations range from A to F, with LOS A representing the best operating conditions and LOS F representing the worst operating conditions. LOS is used to determine whether or not a project will have a significant impact on an existing roadway or intersection based on local and/or regional thresholds called significance criteria. Per City standards, thresholds of significance are not triggered at intersections or roadway segments that continue to operate at a level of LOS A, B or C after project implementation. Per County standards, thresholds of significance are not triggered at intersections or roadway segments that continue to operate at a level of LOS A, B, C or D after project implementation. Because the City thresholds are more restrictive than the County's, the City's thresholds will be used for this analysis

The Project study area includes locations that lay both within the City of Escondido and County of San Diego jurisdictions. The City thresholds regarding intersections are analyzed in Tables 15, 17, 19 and 20 below; City and County thresholds are different regarding roadway segments and are therefore analyzed under separate criteria in Tables 16 and 18 below (LLG, 2014). The following is a summary of the significance criteria from each jurisdiction that was utilized in the TIA. The table below summarizes the amount of traffic which can be added to a (LOS D/E/F location before a significant impact is calculated for the Project.

**TABLE 14: PROPOSED THRESHOLDS TO IDENTIFY PROJECTS SIGNIFICANT TRAFFIC IMPACT (CITY OF ESCONDIDO)**

Level of Service with Project	Allowable Change due to Project Impact		
	Roadway Segments		Intersections Delay (sec.)
	V/C	Speed (mph)	
D, E, or F	0.02	1	2

\*No Significant Impact occurs at areas in GP Downtown Specific Area that operates on LOS "D" or better.

\*Mitigation measures should also be considered for any segment or intersection operating on LOS "F" subject to less than significant impact.

\*V: Volume \*C: Capacity (use LOS "E")

In addition to the City significance criteria thresholds shown in the table above, traffic volume increases from public or private projects that result in one or more of the following County criteria will also have a significant traffic impact:

1. The additional or redistributed ADT generated by the Project will add 21 or more peak hour trips to a critical movement of an unsignalized intersection, and cause an unsignalized intersection to operate below LOS D, or
2. The additional or redistributed ADT generated by the Project will add 21 or more peak hour trips to a critical movement of an unsignalized intersection currently operating at LOS E, or
3. The additional or redistributed ADT generated by the Project will add 6 or more peak hour trips to a critical movement of an unsignalized intersection, and cause the unsignalized intersection to operate at LOS F, or
4. The additional or redistributed ADT generated by the Project will add 6 or more peak hour trips to a critical movement of an unsignalized intersection currently operating at LOS F, or
5. Based upon an evaluation of existing accident rates, the signal priority list, intersection geometrics, proximity of adjacent driveways, sight distance or other factors, the Project would significantly impact the operations of the intersection.

#### **Project Impacts to Existing Traffic**

Signalized intersections and unsignalized intersections were analyzed under AM and PM peak hour conditions. Street segment analysis is based upon the comparison of daily traffic volumes (ADTs) to the City of Escondido's and County of San Diego's Roadway Classification, LOS, and ADT Tables. All the study area intersections are calculated to currently operate at an acceptable service level of LOS C or better during both the AM and PM peak hours with the exception of the N. Ash Street and Lehner Avenue intersection, which is calculated to currently operate at LOS E during the AM peak hour; and with the exception of the N. Ash Street and Vista Avenue intersection, which is calculated to currently operate at LOS E during the AM peak hour. In addition, all roadway segments are calculated to currently operate at acceptable LOS C or better on a daily basis (LLG, Traffic Impact Analysis, 2014, Appendix G).

The Development is calculated to generate 140 daily trips with 11 trips (3 inbound/8 outbound) in AM peak hour and 11 trips (7 inbound/4 outbound) during PM peak hour. The Development traffic was distributed to the local street system based on the Development's proximity to I-15, local roadway network, employment centers, commercial areas, local schools and traffic circulation. In addition, future immediate area cumulative development potential was taken into consideration in the traffic analysis, as well as several specific cumulative development projects to analyze the impacts of the Development with and without future development. Tables 15 and 16 on the following pages show the existing conditions and expected post-Development operational conditions for affected intersections and road segments.

Table 15: NEAR-TERM INTERSECTION OPERATIONS

Intersection	Control Type	Peak Hour	Existing			Existing + Project			Significant?	Existing + Project + "Adjacent" Residential Projects			Significant?
			Delay <sup>a</sup>	LOS <sup>b</sup>	Δ <sup>c</sup>	Delay	LOS	Δ <sup>c</sup>		Delay	LOS	Δ	
1. N. Broadway / Stanley Ave	MSSC <sup>d</sup>	AM	21.1	C	1.1	22.2	C	1.1	26.1	D	3.8	No	
		PM	11.4	B	0	11.4	B	0	11.7	B	0.3	No	
2. N. Ash St / Stanley Ave	AWSC <sup>e</sup>	AM	12	B	0.3	12.3	B	0.3	13	B	0.7	No	
		PM	9	A	0.1	9.1	A	0.1	9.6	A	0.4	No	
3. N. Ash St / Lehner Ave	AWSC	AM	30.5	E	0.9	31.4	E	0.9	23.4	C	(8.0) <sup>f</sup>	No	
		PM	11.1	B	0.1	11.2	B	0.1	11.6	B	0.4	No	
4. N. Broadway / Vista Ave	Signal	AM	13	B	0.1	13.1	B	0.1	14.2	B	1.1	No	
		PM	8.7	A	0	8.7	A	0	8.9	A	0.2	No	
5. N. Ash St / Vista Ave <i>Mitigated<sup>g</sup></i>	AWSC	AM	47	E	0.4	47.4	E	0.4	<b>75.8</b>	<b>F</b>	<b>28.4</b>	<b>Yes</b>	
		AM							29.2	C		-	
		PM	10.9	B	0.1	11	B	0.1	13.5	B	2.5	No	

**Footnotes:**

- a. Average delay expressed in seconds per vehicle.
- b. Level of Service.
- c. Δ denotes an increase in delay due to Development.
- d. MSSC – Minor street Stop Controlled intersection. Minor street left turn delay is reported.
- e. AWSC – All-Way Stop Controlled intersection.
- f. Intersection delay improved with rerouting of existing traffic due to closure of Lehner Avenue east of Vista Avenue to through traffic, associated with a different subdivision project on APNs 224-130-07, 08, 12, 13.
- g. See Figure 13-1 in TIA for mitigation sketch.

**General Notes:** Analysis is based on the Development's originally proposed 14 units rather than the currently proposed 13 units. BOLD typeface indicates a potentially significant impact.

SIGNALIZED			UNSIGNALIZED		
DELAY/LOS THRESHOLDS			DELAY/LOS THRESHOLDS		
Delay	LOS	Delay	Delay	LOS	Delay
0.0 ≤ 10.0	A	0.0 ≤ 10.0	0.0	A	0.0 ≤ 10.0
10.1 to 20.0	B	10.1 to 15.0	10.1	B	10.1 to 15.0
20.1 to 35.0	C	15.1 to 25.0	20.1	C	15.1 to 25.0
35.1 to 45.0	D	25.1 to 30.0	35.1	D	25.1 to 30.0
45.1 to 80.0	E	30.1 to 50.0	45.1	E	30.1 to 50.0
≥ 80.1	F	≥ 50.1	≥ 80.1	F	≥ 50.1

**Table 16: NEAR-TERM STREET SEGMENT OPERATIONS**

Street Segment	Jurisdiction	Capacity (LOS E)	Existing				Existing + Project				Significant?	Existing + Project + "Adjacent" Residential Projects				Significant?
			ADT <sup>a</sup>	LOS <sup>b</sup>	V/C <sup>c</sup>	ADT	LOS	V/C	Δ <sup>d</sup>	ADT		LOS	V/C	Δ		
<b>N. Ash Street</b> Stanley Ave to Lehner Ave	City	12,000 <sup>e,f</sup>	4,200	B	0.350	4,270	B	0.356	0.006	No	4,700	B	0.392	0.036	No	
	County	12,900 <sup>e,f</sup>	4,200	C	0.326	4,270	C	0.331	70	No	4,700	C	0.364	70	No	
	City	12,000 <sup>e,f</sup>	7,040	C	0.587	7,080	C	0.590	0.003	No	7,720	C	0.590	0.000	No	
	County	12,900 <sup>e,f</sup>	7,040	D	0.546	,080	D	0.549	40	No	7,720	D	0.549	40	No	
<b>Stanley Avenue</b> East of N. Ash St	City <sup>h</sup>	4,500 <sup>i</sup>	660	C	N/A	800	C	N/A	N/A	No	1,120	C	N/A	N/A	No	
	County	12,000 <sup>e,f</sup>	4,170	B	0.348	4,190	B	0.349	0.002	No	4,870	B	0.406	0.057	No	
<b>Vista Avenue</b> N. Broadway to Ash St	City	12,900 <sup>e,f</sup>	4,170	C	0.323	4,190	C	0.325	20	No	4,870	C	0.378	20	No	
	County	37,000	10,740	A	0.29	10,81	A	0.292	0.002	No	11,710	A	0.316	0.024	No	

**Footnotes:**

- a. Average Daily Traffic Volumes.
- b. Level of Service.
- c. Volume to Capacity ratio.
- d. Development Attributable increase in V/C.
- e. Capacity based on the City of Escondido Roadway Capacity Table (Appendix C).
- f. A 20% reduction in capacity was applied to this segment, as it is not fully built to City standards.
- g. Capacity based on the County of San Diego Mobility Element Table (Appendix C).
- h. Roadway capacity in both the City of Escondido and San Diego County.
- i. Level of Service is not reported for residential streets since their primary purpose is to serve abutting lots, not carry through traffic. Level of service normally applies to roads carrying through traffic between major traffic generators and attractors. County equates LOC better than LOS C operations.

**General Notes:** Analysis is based on the Development's originally proposed 14 units rather than the currently proposed 13 units. Data shown in this table for County analysis was provided to VCS by LLG for informational purposes and was not included as part of the original TIA.

As shown in Table 15 above, analysis of the Development's potential impacts to Existing Conditions and to Existing Conditions + Adjacent Residential Projects determined that all study area intersections are calculated to continue operation at LOS C or better during both the AM and PM peak hours except for the intersections of N. Broadway / Stanley Avenue and N. Ash Street / Vista Avenue. The N. Broadway / Stanley Avenue intersection is calculated to continue operation at LOS D during the AM peak hour. The N. Ash Street / Vista Avenue intersection is calculated to continue operation at LOS F, also during the AM peak hour. Potentially significant impacts would be associated with the change in LOS for the N. Ash Street / Vista Avenue intersection only, based on the significance criteria thresholds discussed above and without mitigation. As shown in Table 16 above, all of the study area street segments are calculated to continue operation at LOS C or better on a daily basis. Therefore, the Development would have no significant impacts on street segment operation based on significance criteria thresholds (LLG, Traffic Impact Analysis, 2014, Appendix G). The additional 50 ADT estimated by the future development in the Additional Annexation Area would not contribute sufficient trips to alter the conclusions of the traffic analysis (personal communication, Ryan Waufle, BHA Engineering).

### **Cumulative Project Impacts to Traffic**

The analysis of the impacts at intersections from Development implementation to cumulative conditions represents a more robust analysis of the potential long-term impacts associated with this Development plus other reasonably foreseeable projects that will occur in the future in the immediate vicinity of the proposed Development. Additionally, the cumulative analysis takes into account planned future changes to the roadway system. Specifically, a proposed subdivision at Lehner and Vista is currently being analyzed by the City, which includes the closure of the intersection of Lehner Avenue and Vista Avenue and the change of Lehner Avenue from a through street between Vista Avenue and N. Ash Street to a cul de sac with access from N. Ash Street only. Therefore, the cumulative analysis models future traffic conditions, given the proposed Development plus reasonably foreseeable future projects on the road system with the planned changes previously described. Analysis of the Development's potential cumulative impacts is shown on the following pages in Tables 17 and 18. The additional 50 ADT estimated by the future development in the Additional Annexation Area would not contribute sufficient trips to alter the conclusions of the traffic cumulative analysis (personal communication, John Boarman, LLG Engineering).

**Table 17: EXISTING + PROJECT + CUMULATIVE PROJECTS INTERSECTION OPERATIONS**

Intersection	Control Type	Peak Hour	Existing		Existing + Project + Total Cumulative Projects		Significant?
			Delay <sup>a</sup>	LOS <sup>b</sup>	Delay	LOS	
1. N. Broadway / Stanley Ave	MSSC <sup>c</sup>	AM	21.1	C	28.1	D	No
		PM	11.4	B	12.1	B	No
2. N. Ash St / Stanley Ave	AWSC <sup>d</sup>	AM	12	B	13.6	B	No
		PM	9	A	9.6	A	No
3. N. Ash St / Lehner Ave	AWSC	AM	30.5	E	25.2	D	No
		PM	11.1	B	11.8	B	No
4. N. Broadway / Vista Ave	Signal	AM	13	B	14.4	B	No
		PM	8.7	A	9.2	A	No
5. N. Ash St / Vista Ave <i>Mitigated<sup>e</sup></i>	AWSC	AM	47	E	<b>78.1</b>	<b>F</b>	<b>Yes</b>
		AM			32.7	C	-
		PM	10.9	B	15.2	C	No

**Footnotes:**

- a. Average delay expressed in seconds per vehicle.
- b. Level of Service.
- c. MSSC – Minor street Stop Controlled intersection. Minor street left turn delay is reported. AWSC – All-Way Stop Controlled intersection.
- d. Intersection delay improved with rerouting of existing traffic due to closure of Lehner Avenue east of Vista Avenue to through traffic, associated with a different subdivision project on APNs 224-130-07, 08, 12, 13.
- e. See Figure 13-1 in TIA for mitigation sketch.

SIGNALIZED		UNSIGNALIZED	
Delay	LOS	Delay	LOS
0.0 ≤ 10.0	A	0.0 ≤ 10.0	A
10.1 to 20.0	B	10.1 to 15.0	B
20.1 to 35.0	C	15.1 to 25.0	C
35.1 to 45.0	D	25.1 to 30.0	D
45.1 to 80.0	E	30.1 to 50.0	E
≥ 80.1	F	≥ 50.1	F

**General Notes:**

Analysis is based on the Development’s originally proposed 14 units rather than the currently proposed 13 units. BOLD and highlighted typeface indicates a potentially significant impact.

**Table 18: EXISTING + PROJECT + CUMULATIVE PROJECTS SEGMENT OPERATIONS**

Street Segment	Jurisdiction	Capacity (LOS E)	Existing			Existing + Project + Total Cumulative			Significant?
			ADT <sup>a</sup>	LOS <sup>b</sup>	V/C <sup>c</sup>	ADT	LOS	V/C	
<b>N. Ash Street</b>									
Stanley Ave to Lehner Ave	City	12,000 <sup>d,e</sup>	4,200	B	0.350	4,860	B	0.405	No
	County	12,900 <sup>f,e</sup>	4,200	C	0.326	4,860	C	0.377	No
South of Vista Ave	City	12,000 <sup>d,e</sup>	7,040	C	0.587	7,820	C	0.652	No
	County	12,900 <sup>f,e</sup>	7,040	D	0.546	7,820	D	0.606	No
<b>Stanley Avenue</b>									
East of N. Ash St	City <sup>g</sup>	4,500 <sup>h</sup>	660	C	N/A	1,200	N/A	N/A	No
<b>Vista Avenue</b>									
N. Broadway to Ash St	City	12,000 <sup>d,e</sup>	4,170	B	0.348	5,230	B	0.436	No
	County	12,900 <sup>f,e</sup>	4,170	C	0.323	5,230	C	0.405	No
<b>N. Broadway</b>									
South of Vista Ave	City <sup>g</sup>	37,000	10,740	A	0.29	12,420	A	0.336	No
	City	12,000 <sup>d,e</sup>							

**Footnotes:**

- Average Daily Traffic Volumes.
- Level of Service.
- Volume to Capacity ratio.
- Capacity based on the City of Escondido *Roadway Capacity Table (Appendix C)*.
- A 20% reduction in capacity was applied to this segment, as it is not fully built to City standards.
- Capacity based on the County of San Diego Mobility Element Table (Appendix C).
- Roadway capacity in both the City of Escondido and San Diego County.
- Level of Service is not reported for residential streets since their primary purpose is to serve abutting lots, not carry through traffic. Level of service normally applies to roads carrying through traffic between major traffic generators and attractors. County equates LOC better than LOS C operations.

**General Notes:** Analysis is based on the Development's originally proposed 14 units rather than the currently proposed 13 units. Data shown in this table for County analysis was provided to VCS by LLG for informational purposes and was not included as part of the original TIA.

The cumulative analysis determined that all the study area intersections are calculated to continue to operate at LOS C or better during both the AM and PM peak hours with the exception of the intersections of N. Broadway / Stanley Avenue and N. Ash Street / Lehner Avenue, which will both continue to operate at LOS D during the AM peak hour; and with the exception of the intersection of N. Ash Street and Vista Avenue, which is forecast to continue to operate at LOS F during the AM peak hour. Based on the significance criteria thresholds, the Project's cumulative impacts on the intersection of N. Ash Street / Vista Avenue would be considered significant without mitigation (LLG, Traffic Impact Analysis, 2014, Appendix G). In addition, without mitigation, significant impacts as defined in Escondido Municipal Code Section 33-924 are triggered by this Project.



**Mid Afternoon Peak Hour Analysis**

A Mid-Afternoon peak hour intersection analysis was conducted for all analysis scenarios to determine the operations at the two intersections during the afternoon school bell. Peak hour counts were conducted between 2:00 PM and 4:00 PM. Analysis of the Development's potential impacts based on mid-afternoon peak hour analysis is shown on the following pages in Tables 19 and 20.

**Table 19: NEAR-TERM INTERSECTION OPERATIONS (MID-AFTERNOON TIME FRAME)**

Intersection	Control Type	Existing		Existing + Project			Existing + Project + "Adjacent" Residential Projects			Significant?
		Delay <sup>a</sup>	LOS <sup>b</sup>	Delay	LOS	Δ <sup>c</sup>	Delay	LOS	Δ	
3. N. Ash St / Lehner Ave <i>Mitigated<sup>e</sup></i>	AWSC <sup>d</sup>	37.6	E	38.3	E	0.7	<b>39.8</b>	<b>E</b>	<b>2.2</b>	<b>Yes</b>
		-	-	-	-	-	26.6	D	-	-
5. N. Ash St / Vista Ave <i>Mitigated<sup>e</sup></i>	AWSC	41.8	E	42.2	E	0.4	<b>66.8</b>	<b>F</b>	<b>25.0</b>	<b>Yes</b>
		-	-	-	-	-	28.8	C	-	-

**Footnotes:**

- a. Average delay expressed in seconds per vehicle.
- b. Level of Service.
- c. Δ denotes an increase in delay.
- d. AWSC – All-Way Stop Controlled intersection.

**General Notes:**

Analysis is based on the Development's originally proposed 14 units rather than the currently proposed 13 units. BOLD typeface indicates a potentially significant impact.

SIGNALIZED		UNSIGNALIZED	
Delay	LOS	Delay	LOS
0.0 ≤ 10.0	A	0.0 ≤ 10.0	A
10.1 to 20.0	B	10.1 to 15.0	B
20.1 to 35.0	C	15.1 to 25.0	C
35.1 to 45.0	D	25.1 to 30.0	D
45.1 to 80.0	E	30.1 to 50.0	E

**Table 20: EXISTING + PROJECT + CUMULATIVE PROJECTS INTERSECTION OPERATIONS (MID-AFTERNOON TIME FRAME)**

Intersection	Control Type	Existing		Existing + Project + Total Cumulative Projects			Significant?
		Delay <sup>a</sup>	LOS <sup>b</sup>	Delay	LOS	$\Delta^c$	
3. N. Ash St / Lehner Ave <i>Mitigated<sup>e</sup></i>	AWSC <sup>d</sup>	37.6	E	<b>45.3</b>	<b>E</b>	<b>7.7</b>	<b>Yes</b>
				30.2	D	–	–
5. N. Ash St / Vista Ave <i>Mitigated<sup>e</sup></i>	AWSC	41.8	E	<b>75.1</b>	<b>F</b>	<b>33.3</b>	<b>Yes</b>
		–	–	31.3	C	–	–

**Footnotes:**

- Average delay expressed in seconds per vehicle.
- Level of Service.
- $\Delta$  denotes an increase in delay.
- AWSC – All-Way Stop Controlled intersection.

**General Notes:** Analysis is based on the Development's originally proposed 14 units rather than the currently proposed 13 units. BOLD typeface indicates a potentially significant impact.

SIGNALIZED		UNSIGNALIZED	
Delay	LOS	Delay	LOS
0.0 ≤ 10.0	A	0.0 ≤ 10.0	A
10.1 to 20.0	B	10.1 to 15.0	B
20.1 to 35.0	C	15.1 to 25.0	C
35.1 to 45.0	D	25.1 to 30.0	D
45.1 to 80.0	E	30.1 to 50.0	E
≥ 80.1	F	≥ 50.1	F

The mid-afternoon peak hour analysis determined that the Project would have potentially significant impacts to the intersections of N. Ash Street / Lehner Avenue and N. Ash Street / Vista Avenue under the Existing + Project + Adjacent Residential Project conditions and cumulatively under Existing + Project + Total Cumulative Project Conditions. Potentially significant impacts would be associated with the change in LOS at N. Ash Street / Vista Avenue and with the anticipated delays in service anticipated at both intersections without mitigation (LLG, Traffic Impact Analysis, 2014, Appendix G).

**a) Would the Project conflict with an adopted plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?**

**Less Than Significant With Mitigation.** The TIA prepared for the Development analyzed the near-term intersection operations, near-term street segment operations, highway capacity, traffic volumes associated with the Project + Adjacent Projects, and traffic volumes associated with the Project + future (cumulative) projects. Under the scenarios analyzed for Existing + Project + "Adjacent" Residential Projects; Existing + Project + Total Cumulative Projects; and for near-term and cumulative operations during the mid-afternoon time-frame; the proposed Development was found to result in potentially significant impacts to the intersections of N. Ash Street / Lehner Avenue and N. Ash Street / Vista Avenue. The potentially significant impacts are associated with the anticipated change in LOS at N. Ash Street / Vista Avenue and with the

anticipated delays in service anticipated at both intersections (LLG, Traffic Impact Analysis, 2014, Appendix G). Mitigation measures MM T-1 and MM T-2 discussed below provide for making improvements to both of these intersections, for making associated street improvements, and for paying a fair-share contribution to signalize the intersection of N. Ash Street / Vista Avenue. Implementation of mitigation measures MM T-1 and MM T-2 will reduce the potential impacts to below significance per City and County standards.

The Project's Additional Annexation Area includes a change to existing zoning for 3 contiguous parcels south of Lehner Avenue, in addition to the Project's Development footprint. The zoning change will allow for an increased density from 1 house to 5 houses should these parcels be developed in the future (net increase of 4 units). The parcels' change in density, as a result of the Additional Annexation Area, is consistent with the City's General Plan for area build-out, and consistent with the City's pre-zoning designation. In addition, the additional 4 peak hour trips associated with the Additional Annexation Area do not have the potential to change the LOS of surrounding intersections because those few peak hour trips are less than the day to day fluctuations of traffic in the study area and less than the potential modeling error (LLG, 2014). Furthermore, the traffic modeling of cumulative conditions accounts for the general background growth of traffic in future conditions, which exceeds the minor increase in peak hour trips associated with the Additional Annexation Area.

**b) *Would the Project conflict with an adopted congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the appropriate congestion management agency for designated roads or highways?***

***Less Than Significant With Mitigation.*** See XVI.a, above.

**c) *Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?***

***No Impact.*** This Project does not include any activities associated with air traffic.

**d) *Would the Project substantially increase hazards due to a design feature (e.g., sharp curves of dangerous intersections) or incompatible uses (e.g., farm equipment)?***

***No Impact.*** The Development design is consistent with City street design standards and the 13-unit residential development does not result in hazards related to design features. The Additional Annexation Area south of Lehner Avenue proposes no development at this time. If future development of this area is to occur, it could be subject to additional review under CEQA and must be in conformance with City street design standards at the time of review.

**e) *Would the Project result in inadequate emergency access?***

***No Impact.*** The City has confirmed that the Development design is consistent with City street design and will not impede emergency access to or from the Development. If future development of the Additional Annexation Area occurs, it could be subject to additional review

under CEQA and would be required to be in conformance with City street design standards at the time of review.

**f) Would the Project conflict with adopted policies, plans, or programs regarding public transit, bicycle, pedestrian facilities, or other alternate transportation or otherwise decrease the performance or safety of such facilities?**

**No Impact.** The closest public transportation access point is at North Broadway and Stanley Avenue, a North County Transit Authority Bus route. Two proposed Class III bicycle routes (provides for shared use with pedestrian or motor vehicle traffic) and one Class II bicycle route (provides a striped lane for one-way bike travel on a street or highway adjacent to auto travel lanes) are within approximately 0.22 mile of the Project Area. The performance or safety of these proposed routes/existing roads will not be affected by the construction or operation of the Project.

**Source(s):** Traffic Impact Analysis (LLG, 2014); General Plan Update, Mobility and Infrastructure Element.

**Transportation and Traffic Avoidance, Minimization, and Mitigation.** Two potentially significant impacts to transportation and traffic associated with the intersections listed below were determined based on the significance criteria thresholds:

1. N. Ash Street / Lehner Avenue
2. N. Ash Street / Vista Avenue

The following mitigation measures are included to mitigate the Project's potential impacts to below significance:

**MM T-1:** N. Ash Street / Lehner Avenue - The applicant/developer shall improve this intersection prior to construction of the 40<sup>th</sup> dwelling unit within the Lehner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lehner Avenue and Stanley Avenue). Dedicated turn lanes should be provided at the southbound, westbound and northbound approaches. The applicant/developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction. School related signing and striping should be implemented at the intersection per the Manual on Uniform Traffic Control Devices (MUTCD).

**MM T-2:** N. Ash Street / Vista Avenue - The applicant/developer shall improve this intersection with dedicated turn lanes on all approaches prior to construction of the 40<sup>th</sup> dwelling unit within the Lehner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lehner Avenue and Stanley Avenue). School related signing and striping should be implemented at the intersection per the MUTCD. The applicant/developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction.

**MM T-3:** No construction material or equipment deliveries should be scheduled during peak school pick-up/drop-off periods

**MM T-4:** The Development shall construct a 4-foot wide pedestrian path along Conway Street between Rincon Avenue and Stanley Avenue.

**MM T-5:** Prior to the issuance of a building permit, the applicant/developer shall deposit with the City a Fair Share Contribution for the construction of a traffic signal at the N. Ash Street/Vista Avenue intersection to the satisfaction of the City Engineer.

**XVII. Utilities and Service Systems**

Would the Project:

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Have sufficient water supplies available to serve the Project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Result in a determination by the wastewater treatment provider which serves or may serve the Project that it has adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the Project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**XVII. Utilities and Service Systems Discussion:**

In the proposed Development Agreement for the Development, the City acknowledges that it will have sufficient capacity in its infrastructure services and utility systems, including, flood control, sewer collection, sewer treatment, sanitation service and, except for reasons beyond the City's control, water supply, treatment, distribution and service, to accommodate the Development. To the extent that the City renders such services or provides such utilities, the City agrees that it will serve the Development and that there shall be no restriction on connections or service for the Development except for reasons beyond the City's control. However, the City has indicated that it can guarantee sufficient capacity for sewer collection, sewer treatment and sanitation service for the Development for only one year from the Effective Date pursuant to the Development's Development Agreement. As part of the City's standard agreement language, the City will only guarantee one year of service to protect against instances where an approved Development's construction phase is postponed to a future time where capacity has eventually decreased to inadequate levels. Consultation with the City's sewer plant engineer has verified that current capacity is more than adequate to service the Development and is projected to remain adequate for approximately 10 years based on current demand and anticipated growth, including the Additional Annexation Area.

The Development site and Annexation Area properties are currently on septic systems. Serving these County areas with existing City wastewater treatment facilities will eliminate the existing potential for leakage of the septic systems. The County zoning is related to the number of homes that can be accommodated by septic systems, and upon rezoning of the properties, the County's septic requirements are no longer applicable. Therefore, because the wastewater treatment of the residences to be constructed in the Project Area will be substantially improved to be compliant with City regulations, the potential impacts to County requirements for septic systems in this area will not be further discussed.

The Development Agreement for Tract 889 (a development previously approved by the City) located just west of the subject property requires Tract 889 to install a 12" water line in Stanley Avenue. The proposed Development would benefit from the installation of that water line and the Project's Development Agreement provides for the fair-share reimbursement of funds to the owner of Tract 889 for the installation of the 12" water line in Stanley Avenue in amount of \$3,555 per unit.

New easements, as needed, will be provided for underground drainage, water, sewer, gas, electricity, telephone, cable, and other utilities and facilities.

**a) Would the Project exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?**

**Less Than Significant Impact.** The Project would require adequate sewer and treatment services for the proposed 18 single-family residential units. These services would be provided by existing City utility lines with approval by the City Engineer and in accordance with applicable Master Plans. The City has acknowledged that sufficient capacity for sewer collection, sewer treatment and sanitation service for the Development will exist as of the Effective Date per the Development's Development Agreement and will guarantee sufficient capacity for sewer collection, sewer treatment and sanitation service for the Project for one year from the Effective Date. As discussed above, the City has determined that it has more than adequate capacity to support the additional 18 single-family residential units, provided project construction is completed within the next 10 years. The Project would have no additional wastewater treatment elements that could exceed Regional Water Quality Control Board requirements.

**b) Would the Project require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?**

**Less Than Significant Impact.** Per the Development's Development Agreement with the City, the Project will construct an 8-inch water line within the development; the project will also provide a reimbursement of \$3,555 per unit for construction of a new 12" water line within Stanley Avenue between Ash Street and Conway Drive. The Development's contribution to construction of the new water line will provide adequate water supply and capacity to support the Development and reduce potential impacts to a level below significance. No significant effects will occur from construction of the new water line that will take place within an existing street. The development of the Additional Annexation Area will be required to coordinate with the City



Engineer and will likely be required to contribute to the cost of the infrastructure improvements to the water line.

**c) *Would the Project require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?***

***Less Than Significant Impact.*** The Project would incrementally increase the amount of surface runoff as a result of additional pavement and hardscaped surfaces. The Development proposes one on-site bioretention basin, which would collect and treat the runoff generated by the Development before releasing it. In addition, Implementation of MM HYD-1a described in the section on Hydrology and Water Quality will ensure adequate drainage improvements are constructed to handle storm water to the City's satisfaction. The existing road drainage facilities are adequate to provide conveyance of increased storm water flows due to the minor road improvements. Furthermore, the Development will contribute to new off-site drainage improvements through payment of a Community Benefit Fee/Infrastructure Deficiency Fee. Future development of the Additional Annexation Area will also require coordination with the City regarding on-site bioretention facilities needed to treat and detain storm water generated by the future development and will need to comply with existing City, state, and federal requirements regarding the treatment and release of storm water. Consequently, potential impacts would be less than significant.

**d) *Would the Project have sufficient water supplies available to serve the Project from existing entitlements and resources, or are new or expanded entitlements needed?***

***Less Than Significant Impact.*** According to the City of Escondido General Plan Figure III-12, the Project is within the City of Escondido Utilities Department Water Service Area. Sufficient water supplies are available to serve the Project from existing entitlements and resources. To ensure adequate supply and service, the Project would comply with all applicable design criteria of the City of Escondido 2012 Water Master Plan. In addition, the Development will pay Development Impact Fees upon issuance of building permits to offset any potential impacts to water supply infrastructure, and it is presumed that the residential development on the Additional Annexation Area will also be required to comply with the applicable design criteria of the Water Master Plan and to pay the impact fees.

**e) *Would the Project result in a determination by the wastewater treatment provider which serves or may serve the Project that it has adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments?***

***Less Than Significant Impact.*** According to the City of Escondido General Plan Figure III-14, the Project is within the Escondido Sewer Service Area boundary and is identified as a future sewer service area in Figure 2-8 of the Escondido Wastewater Master Plan. The Development would create an incremental increased demand on sewer service systems that would be offset by development impact fees including the Wastewater Connection Fee, and it is presumed that the

residential development on the Additional Annexation Area will also be required to pay the connection fee.

**f) *Would the Project be served by a landfill with sufficient permitted capacity to accommodate the Project's solid waste disposal needs?***

**No Impact.** Escondido Disposal (EDCO) would provide the Project with solid waste services. Solid waste would be taken to one of several transfer stations in the area and then disposed of at the Sycamore Landfill in Santee, California. According to the County of San Diego Countywide Integrated Waste Management Plan, this landfill has sufficient capacity to accommodate the Project's solid waste.

**g) *Would the Project comply with federal, state, and local statutes and regulations related to solid waste?***

**No Impact.** The Development would produce solid waste associated with both the construction and occupancy phases of the Project. Both phases would implement required solid waste reduction measures to reduce the amount of waste generated, reuse and/or recycle materials to the greatest extent feasible, utilize materials made of post-consumer materials where possible, and dispose of solid waste at an appropriate facility in compliance with all federal, state, and local statutes and regulations. Future development on the Additional Annexation Area will also be required to implement required solid waste reduction measures to reduce the amount of waste generated, reuse and/or recycle materials to the greatest extent feasible, utilize materials made of post-consumer materials where possible, and dispose of solid waste at an appropriate facility in compliance with all federal, state, and local statutes and regulations.

**Source(s):** Citywide Facilities Plan (City of Escondido, 2009); City of Escondido General Plan (City of Escondido, 2013); Countywide Integrated Waste Management Plan (County of San Diego, 2012); Fee Guide For Development Projects (City of Escondido, 2013); Field Investigation; Project Description; Wastewater Master Plan (City of Escondido, 2012); Water Master Plan (City of Escondido, 2012); Water Quality Technical Report (BHA, Inc., 2013).

**XVIII. Mandatory Findings of Significance**

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Does the Project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Does the Project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Does the Project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**XVIII. Mandatory Findings of Significance Discussion:**

**a) Does the Project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?**

**Less Than Significant With Mitigation.** Implementation of City requirements to replace the 51 mature trees that would be removed by the Development at a 1:1 ratio (at a 2:1 ratio for the protected tree) with a minimum size of 24-inch box would reduce the impacts from loss of this resource (**MM BIO-1a**). Future development on the Additional Annexation Area that would impact mature or protected trees would also be mitigated at these ratios (**MM BIO-1b**). The Development and future development on the Additional Annexation Area would result in potential impacts to raptors and nesting birds. Any Project activity that has a potential to directly adversely affect raptors and nesting birds (e.g., removal of a nest) would implement **MM BIO-2 and MM Bio-3** to ensure no impact would occur to raptors or nesting birds. The Additional Annexation Area supports approximately 1.27 acres of NNG; impacts to the NNG from future development on the Additional Annexation Area would be offset by the implementation of **MM BIO-4** which requires the purchase of credits at a reduced ratio of 0.5:1 from the Daley Ranch Mitigation Bank or other acceptable banking program. Construction of the Development and future development of the Additional Annexation Area will increase the amount of impervious surface. Implementation of **MM HYD-1a** will ensure adequate drainage improvements are constructed to handle storm water to the City's satisfaction.

**b) Does the Project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?**

**Less Than Significant With Mitigation.** No impacts were identified as potentially cumulatively significant except for traffic impacts associated with a potential decrease in LOS at the intersections of N. Ash Street / Lehner Avenue and N. Ash Street / Vista Avenue as discussed in the Transportation and Traffic section above (LLG, Traffic Impact Analysis, 2014, Appendix G). Therefore, mitigation measure **MM T-1 through 5** will be implemented to ensure this impact is reduced below significance. Incremental increases in impacts to the environment (e.g., air, biological resources, land use, etc.) are within the thresholds set by the City's General Plan and supporting planning documents.

**c) Does the Project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?**

**Less Than Significant With Mitigation.** Potential significant impacts associated with construction noise have been identified. Implementation of **MM N-1 through 8** will reduce these potential adverse effects on human beings to below significance. In addition, project activities that have a potential to adversely affect human beings (e.g., potential for spill during construction) would implement BMPs to ensure no impact would occur.

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RESOLUTION NO. 2014-128

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
APPROVING A 13-LOT RESIDENTIAL  
TENTATIVE SUBDIVISION MAP WITH ONE  
GRADING EXEMPTION

Case No. SUB 13-0011  
Related: PHG 13-0043, PHG 13-0044,  
ENV 13-0015

WHEREAS, on August 12, 2014, the Planning Commission considered and recommended approval of the application for a proposed 13-lot Tentative Subdivision Map with one Grading Exemption for a fill slope up to 13 feet in height for the development of 13 single-family residences on approximately 4.2-acres of land generally located on the southern side of Stanley Avenue and northern side of Lehner Avenue, between Conway Drive and Ash Street, addressed as 2056 Ash Street, more particularly described in Exhibit "C" and incorporated by this reference; and

WHEREAS, the City Council has reviewed the request for the Tentative Subdivision Map, and has reviewed and considered the Mitigated Negative Declaration (ENV 13-0015) prepared for the project, and has determined the project would not have any significant impacts to the environment since all project related impacts have been mitigated; and

WHEREAS, Ordinance No. 78-2 enacted pursuant to Section 65974 of the California Government Code and pertaining to the dedication of land and fees for school facilities has been adopted by the City of Escondido; and

WHEREAS, this City Council has considered the request, the staff report, the recommendations of the Planning Commission and the appropriate agencies, and

public testimony presented at the Council hearing and incorporates by reference the findings made in the Council report; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said Tentative Subdivision Map as reflected in the staff reports, and on plans and documents on file in the offices of the City Clerk and Planning Division;

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

1. That the above recitations are true.
2. That the City Council has reviewed and considered the Mitigated Negative Declaration, the staff reports, and has heard and considered testimony given at the public hearing, and certifies the project would not result in any significant impacts to the environment because all previously identified impacts have been mitigated to less than a significant level.
3. That the Findings of Fact, attached as Exhibit "A" and incorporated by this reference, were made by said Council.
4. That upon consideration of the Findings, all material in the staff report (a copy of which is on file in the Planning Division), public testimony presented at the hearing, and all other oral and written evidence on this project, this City Council approves the Tentative Subdivision Map (Case No. SUB 13-0011) as reflected on plans and documents on file in the offices of the City Clerk and Planning Division, and subject to Conditions of Approval set forth as Exhibit "B" and incorporated by this reference.



5. That this Tentative Subdivision Map shall be null and void unless a Final Map, conforming to the Tentative Subdivision Map and all required conditions, is filed within the five-year term of the associated Development Agreement, or unless an Extension of Time is granted pursuant to Section 66452.6 of the California Government Code.

BE IT FURTHER RESOLVED that, pursuant to Government Code Section 66020(d)(1):

1. NOTICE IS HEREBY GIVEN that the project is subject to certain fees described in the City of Escondido's Development Fee Inventory on file in both the Community Development Department and Public Works Department. The project is also subject to dedications, reservations, and exactions, as specified in the Conditions of Approval.

2. NOTICE IS FURTHER GIVEN that the 90-day period during which to protest the imposition of any fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020.

**FINDINGS OF FACT  
SUB 13-0011  
EXHIBIT "A"**

**Tentative Map**

1. The proposed map is consistent with the guidelines of the General Plan, Zoning Ordinance (upon annexation) and Subdivision Ordinance that requires single family detached residential units with a maximum 3.3 units per acre and 10,000 SF minimum lot sizes.
2. The design and improvements of the proposed subdivision are consistent with the General Plan since the minimum lot sizes meet those identified in Suburban designation and the R-1-10 development standards established in the Zoning Ordinance (upon annexation).
3. The site is suitable for this residential type of development proposed since it is consistent with other approved subdivisions in the immediate area and the proposed Grading Exemption is only 3 feet higher than adopted standards and in a small portion of a slope area that will be landscaped to minimize aesthetic impacts.
4. The site is physically suitable for the proposed density of approximately 3.09 units per acre since the design of the subdivision meets all requirements of the Suburban land use designation of the General Plan and the Zoning Code (upon annexation).
5. The design of the map and the type of improvements are not likely to cause serious public health problems since adequate water and sewer can be provided and the Development Agreement includes provisions for street and infrastructure upgrades in the immediate area.
6. The design of the map and the type of improvements will not conflict with any easements of record, of easements established through court judgments, or acquired by the population at large, for access through, or for use of the property within the proposed map since all existing easements and rights-of-way will be preserved.
7. All of the requirements of the California Environmental Quality Act have been met. It was found that the project will have potentially significant biological, noise, hydrological, and traffic/circulation impacts that can be reduced to below a level of significance with adopted mitigation measures.
8. The design of the map has provided, to the extent feasible, for future passive or natural heating or cooling opportunities. Landscaping shall provide passive cooling opportunities via shading of each unit.
9. All permits and approvals applicable to the proposed map pursuant to the Escondido Zoning Code (upon annexation) will be obtained prior to recordation of the map or as otherwise specified in the Development Agreement.

### **Grading Exemptions**

1. The proposed Grading Exemption is for a small fill slope of up to 13 feet in height that is within 50' of an exterior property line and located adjacent to Ash Street where a maximum of 10 high slope is permitted. Granting the five proposed Grading Exemptions is consistent with the Grading Design Guidelines for the following reasons:
  - a. The slope would be partially screened by landscaping installed to help soften the visual effect.
  - b. The proposed fill slopes would be structurally stable since all slopes will be manufactured to a standard 2:1 inclination.
  - c. The proposed design of the slopes would not adversely affect any adjoining septic systems since the fill slope is located in an area of the project where no impacts would occur to nearby septic systems. The proposed project will be provided with sewer service.
  - d. The proposed slope would not disturb the use of any adjacent property or not block existing views from adjacent parcels, disturb any utilities or drainage facilities, obstruct circulation patterns or access, nor preclude the future development of any adjacent parcel.

### **Development Agreement / Annexation**

1. The proposed Development Agreement and annexation are consistent with the objectives, policies, general land uses and programs specified in the General Plan since there are no changes proposed to the General Plan land use designations or policies that affect development of the site, a Citywide Facilities Plan has been adopted to address infrastructure deficiencies on a citywide basis and the agreement has a provision for a community benefit that could not otherwise be required of the developer.
2. The proposed Development Agreement and annexation are compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the property is located since the General Plan land use designation for the site is Suburban, which allows the number of dwelling units approved for the development in conformance with Subdivision Ordinance Section 32.202.03.
3. The proposed Development Agreement and annexation conform to the public convenience and general welfare since the proposed agreement provides for construction of street and water line upgrades in the project area and payment of a fee needed to construct future improvements that resolve traffic and drainage infrastructure issues in the North Broadway area.
4. The proposed Development Agreement and annexation will not adversely affect the orderly development of property or the preservation of property values since the project will be developed in conformance with the existing General Plan designation on the property.
5. The proposed Development Agreement is consistent with Government Code Section 65864, which states that the lack of certainty in the approval of development projects can result in a waste of resources and escalated housing costs while discouraging comprehensive planning because the proposed agreement provides for a five-year term and provides certainty as to the payment and construction obligations for associated public improvements.

**CONDITIONS OF APPROVAL  
SUB 13-0011  
EXHIBIT "B"**

**Project Mitigation Measures**

1. **MM BIO-1a:** Impacts to 51 mature trees shall be mitigated by replacement of 51 mature trees at a one-to-one (1:1) ratio with a minimum size of a 24-inch box, and the 1 protected tree shall be replaced at a 2:1 ratio with a minimum size of a 24-inch box, or as otherwise determined by the City Planning Department.
2. **MM BIO-1b:** Any mature trees removed as part of the future development of the Additional Annexation Area would be replaced at a 1:1 ratio with a minimum size of a 24-inch box. If any protected trees are located in the Additional Annexation Area at the time of the future development, they will be replaced at a 2:1 ratio with a minimum size of a 24-inch box (Zoning Code Section 33-1069).
3. **MM BIO-2:** Impacts to NNG within the Additional Annexation Area shall be mitigated at a reduced ratio of 0.5:1 through the acquisition of NNG credits from the Daley Ranch Bank or other approved mitigation bank.
4. **MM BIO-3:** A qualified biologist shall determine if any active raptor nests occur on or in the immediate vicinity of the Project Area if construction is set to commence or continue into the breeding seasons of raptors (January 1 to September 1). If active nests are found, their situation shall be assessed based on topography, line of site, existing disturbances, and proposed disturbance activities to determine an appropriate distance of temporal buffer.
5. **MM BIO-4:** If Project construction cannot be avoided during the period of January 1 through September 1, a qualified biologist will survey potential nesting vegetation within the Project Area for nesting birds, prior to commencing any Project activity. Surveys will be conducted at the appropriate time of day, no more than three days prior to vegetation removal and/or disturbance. Documentation of surveys and findings will be submitted to the City for review and concurrence prior to conducting Project activities. If no nesting birds were observed and concurrence was received, Project activities may begin. If an active bird nest is located, the nest site will be fenced a minimum of 200 feet (500 feet for special status species and raptors) in all directions, and this area will not be disturbed until after September 15 or until the nest becomes inactive. If threatened or endangered species are observed within 500 feet of the work area, no work will occur during the breeding season (January 1 through September 1) to avoid direct or indirect (noise) take of listed species.
6. **MM HYD-1a:** Adequate drainage improvements shall be installed within the Lehner Avenue right-of-way to the satisfaction of the Engineering Department based on the City's adopted Drainage Master Plan, or subsequent updated technical analyses approved by the City to accommodate storm water flows.
7. **MM N-1:** The Project Applicant and/or contractor shall ensure that all construction equipment will have properly operating mufflers.

8. **MM N-2:** Noise and groundborne vibration construction activities whose specific location on the Project Area may be flexible (e.g., operation of compressors and generators, cement mixing, general truck idling) shall be conducted as far as possible from the nearest noise- and vibration-sensitive land uses.
9. **MM N-3:** Construction activities associated with the proposed Project shall, to the extent feasible, be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels. When the use of impact tools are necessary, they shall be hydraulically or electrically powered when feasible to minimize noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used and external jackets on the tools themselves shall be used where feasible.
10. **MM N-4:** The Applicant shall locate stationary construction noise sources away from adjacent receptors, to the extent feasible, and ensure that they are muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent feasible.
11. **MM N-5:** If the Project is under the jurisdiction of the County at the time of development, the Applicant and/ or Contractor shall notify all construction workers prior to the commencement of construction that activities generating impulsive noise levels at the Project Area must be limited to no more than 15 minutes in a given hour when such activities are located adjacent to an off-site sensitive receptor (residence). Impulsive noise is defined by the County as a single noise event or a series of single noise events that causes a high peak noise level of short duration (one second or less) measured at a specific location (Section 36.410 of the County's Noise Abatement and Control Ordinance).
12. **MM N-6:** The applicant shall designate a construction relations officer to serve as a liaison with surrounding residents and property owners who shall be responsible for responding to any concerns regarding construction noise and vibration.
13. **MM N-7:** Construction activities shall be limited to permitted construction hours designated by the applicable jurisdiction for the project at the time of development. If the project is under the jurisdiction of the County at the time of development, construction activities shall be limited to between the hours of 7:00 A.M. and 7:00 P.M. from Monday through Saturday. Further, no construction activity shall be undertaken on Sundays and recognized County holidays (Section 36.408 of the County's Noise Abatement and Control Ordinance). If the project is under the jurisdiction of the City at the time of development, construction activities shall be limited to between the hours of 7:00 A.M. and 6:00 P.M. from Monday through Friday, and between the hours of 9:00 A.M. and 5:00 P.M. on Saturdays. Further, no construction activity shall be undertaken on Sundays and recognized City holidays (Section 17-234 of the City's Municipal Code).
14. **MM N-8:** Prior to the issuance of a certificate of occupancy, the Applicant shall ensure that all exterior windows associated with the proposed residential uses at the Project Area shall be constructed to provide a sufficient amount of sound insulation to ensure that interior noise levels would be below an Ldn or CNEL of 45 dB in any room.

15. **MM T-1:** N. Ash Street / Lehner Avenue - The applicant/developer shall improve this intersection prior to construction of the 40th unit within the Lehner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lehner Avenue and Stanley Avenue). Dedicated turn lanes should be provided at the southbound, westbound and northbound approaches. The applicant/developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction. School related signing and striping should be implemented at the intersection per the Manual on Uniform Traffic Control Devices (MUTCD).
16. **MM T-2:** N. Ash Street / Vista Avenue - The applicant/developer shall improve this intersection with dedicated turn lanes on all approaches prior to construction of the 40th dwelling unit within the Lehner / Stanley block (the area bound by N. Ash Street / Conway Drive / Lehner Avenue and Stanley Avenue). School related signing and striping should be implemented at the intersection per the MUTCD. The applicant/developer will be responsible for all widening, transitions, necessary right of way acquisitions and other aspects of the design and construction process to the City Engineer's satisfaction.
17. **MM T-3:** No construction material or equipment deliveries should be scheduled during peak school pick-up/drop-off periods
18. **MM T-4:** The Development shall construct a 4 foot wide pedestrian path along Conway Street between Rincon Avenue and Stanley Avenue
19. **MM T-5:** Prior to the issuance of a building permit, the applicant/developer shall deposit with the City a Fair Share Contribution for the construction of a traffic signal at the N. Ash Street/Vista Avenue intersection to the satisfaction of the City Engineer

#### **Planning Division Conditions**

1. The developer shall be required to pay all development fees of the City then in effect at the time and in such amounts as may prevail when building permits are issued, including any applicable City-Wide Facilities fees subject to the terms of the associated Development Agreement.
2. All construction and grading shall comply with all applicable requirements of the Escondido Zoning Code and requirements of the Planning Division, Engineering Division, Building Division, and Fire Department.
3. If blasting is required, verification of a San Diego County Explosives Permit and a copy of the blaster's public liability insurance policy shall be filed with the Fire Chief and City Engineer prior to any blasting within the City of Escondido.
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. All requirements of the Public Art Partnership Program, Ordinance No. 86-70, shall be satisfied prior to building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.

6. All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting) of the Escondido Zoning Code. All outdoor lighting shall be provided with appropriate shields to prevent light from adversely affecting adjacent properties.
7. The design of the project shall be in substantial conformance with the plans/exhibits and details in the staff report to the satisfaction of the Planning Division.
8. All new utilities shall be underground.
9. The City of Escondido hereby notifies the applicant that State Law (SB 1535) effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Game. If the project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with state law, the applicant should remit to the City of Escondido Planning Division, within two (2) working days of the effective date of this approval (the "effective date" being the end of the appeal period, if applicable), a certified check payable to "County Clerk", in the amount of \$2,231.25 for a project with a Negative Declaration. These fees include an authorized County administrative handling fee of \$50.00. Failure to remit the required fees in full within the time specified above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. Commencing January 1, 2007, the State Clearinghouse and/or County Clerk will not accept or post a Notice of Determination filed by a lead agency unless it is accompanied by one of the following: 1) a check with the correct Fish and Game filing fee payment, 2) a receipt or other proof of payment showing previous payment of the filing fee for the same project, or 3) a completed form from the Department of Fish and Game documenting the Department's determination that the project will have no effect on fish and wildlife. If the required filing fee is not paid for a project, the project will not be operative, vested or final and any local permits issued for the project will be invalid (Section 711.4(c)(3) of the Fish and Game Code).
10. All project generated noise shall comply with the City's Noise Ordinance (Ord. 90-08) to the satisfaction of the Planning Division.
11. Three copies of a revised Tentative Map, reflecting all modifications and any required changes shall be submitted to the Planning Division for certification prior to submittal of grading and landscape plans and the final map.
12. All lots shall meet the lot area and lot width requirements of the underlying R-1-10 zone. Conformance with these requirements shall be demonstrated on the Tentative Map submitted for certification, the grading plan and final map. Non-compliance with these minimum standards will result in revisions to the map.
13. Prior to submittal of building plans into plan check, the applicant shall submit a design review application package to the Planning Division with the appropriate fee. Building permits will not be issued until the lot plotting, home designs and project landscaping have been approved by Planning staff through design review.
14. No street names are part of this approval. A separate request shall be submitted prior to final map.
15. All habitable buildings shall be noise-insulated to maintain interior noise levels not exceeding 45 dBA or less.

16. Prior to recordation of the final map, two copies of the CC&Rs shall be submitted to the Planning Division for review and approval. The CC&Rs shall contain provisions for the maintenance of any common landscaping, walls, utility easements and pedestrian walkways, common drainage facilities, etc. to the satisfaction of the Planning and Engineering Divisions. A review fee established in the current fee schedule shall be collected at the time of submittal.
17. Prior to recordation of a final map, the applicant shall have the opportunity to annex into the Landscape Maintenance District for the ongoing maintenance of the landscaping along Stanley Avenue and Lehner Avenue. The establishment of the Landscape Maintenance District shall be noted in the CC&Rs for the project. These areas shall be placed in landscape and/or storm water easements if deemed appropriate by the Planning and Engineering Divisions.
18. All proposed grading shall conform with the conceptual grading as shown on the Tentative Map, or as otherwise specified in the Development Agreement. One Grading Exemption is approved for this project:

Lot 13:            13' fill slope (within 50' of exterior property line)

19. This Tentative Subdivision Map shall expire concurrent with the expiration of the Development Agreement if a final map has not been approved or an extension of time has not been granted.

**Landscaping Conditions**

1. Prior to occupancy, all perimeter, slope, front yard, and storm water landscaping shall be installed. All vegetation shall be maintained in a flourishing manner, and kept free of all foreign matter, weeds and plant materials not approved as part of the landscape plan. All irrigation shall be maintained in fully operational condition.
2. Seven copies of a detailed landscape and irrigation plan(s) shall be submitted prior to issuance of grading or building permits to the satisfaction of the Planning Division. A plan check fee based on the current fee schedule will be collected at the time of the submittal. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Water Efficient Landscape Regulations) of the Escondido Zoning Code. The plans shall be prepared by, or under the supervision of a licensed landscape architect.
3. The installation of the landscaping and irrigation shall be inspected by the project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.
4. Street trees shall be provided along each of the site's street frontages, in conformance with the Landscape Regulations and the City of Escondido Street Tree List. Trees within five feet of the pavement shall be provided with root barriers.



5. Details of project fencing and walls, including materials and colors, shall be provided on the landscape plans.

### **Fire Department Conditions**

The following is a list of general requirements for the project. Plan submitted did not necessarily contain all the required information in order to conduct a complete plan check. There may be additional requirements based on the plans submitted in the future. Compliance with all conditions shall be to the satisfaction of the Fire Marshal.

#### Fire Protection Systems

1.  NFPA 13  NFPA 13R  NFPA 13D **automatic fire sprinkler system** will be required.
2. Sprinklers will be required on all overhangs exceeding four feet.
3. Fire hydrants capable of delivering  1,500 GPM  2,500 GPM at 20 PSI residual pressure are required every  500 feet  300 feet  other: High wild land fire area. Reduction may be considered for sprinklers.

#### Access

4. Access roads exceeding 20% slope are not allowed. Homes with driveways exceeding 15% will require Portland cement with rake or broom finish.
5. Speed humps/bumps will not be allowed.
6. Minimum radius for a cul-de-sac must be 36 feet.
7. All-weather paved access, able to support the weight of a fire engine (75K lbs.) and approved fire hydrants must be provided prior to the accumulation of any combustible materials on the job site.
8. A 28-foot inside turning radius is required on all corners.
9. 13'6" vertical clearance must be provided in all access and driveway areas. Trees that obstruct the vertical clearance or access width must be trimmed or removed and provisions to provide ongoing maintenance must be reflected in the CC&Rs. A copy of the CC&Rs listing this requirement must be submitted.
10. If 100' Fuel Modification Zone is not possible the minimum setback between structures and native vegetation is 30'. To mitigate for 100' Fuel Modification Zone see below.
11. The Fuel Modification Zones must be permanently marked and provisions to provide ongoing maintenance must be reflected in the CC&Rs. A copy of the CC&Rs listing this requirement must be submitted to the Planning Division.

12. Homes located in or adjacent to a very high fire severity zone will require enhanced building construction. Please see list below.

To mitigate for the reduction of a 100' fuel modification zone, the following conditions are required:

- a. Exterior windows, window walls, glazed doors, and glazed openings within exterior doors must be insulating-glass units with a minimum of one tempered pane, or glass block units, or have a fire resistance rating of not less than 20 minutes, when tested according to ASTM E 2010. Skylights must be tempered glass or Class "A" rated assembly.
- b. Roofs shall have a Class "A" roof covering. For roof coverings where the profile allows a space between the roof covering and roof decking, the spaces must be constructed to prevent the intrusion of flames and embers, be stopped with approved materials or have one layer of No. 72 cap sheet installed over the combustible decking.
- c. Exterior wall surfaces must comply with provisions of the 2010 CBC and the following requirements: the exterior wall surface must be of a non-combustible material. In all construction, exterior walls are required to be protected with 2-inch nominal solid blocking between rafters at all roof overhangs, or in the case of enclosed eaves, terminate at the enclosure.
- d. Roof and attic vents, when required by Chapter 15 of CBC, must resist the intrusion of flame and embers into the attic area of the structure, or must be protected by corrosion-resistant, non-combustible wire mesh with  $\frac{1}{4}$  inch (6mm) openings or its equivalent. Vents must not be installed in eaves and cornices. Eaves and soffits must be protected by ignition-resistant materials or noncombustible construction on the exposed underside.
- e. Exterior door assemblies must be of approved non-combustible construction, or solid-core wood stiles and rails not less than  $1\frac{3}{8}$  inches thick with interior field panel thickness of no less than  $1\frac{1}{4}$  inches or have a fire protection rating of not less than 20 minutes when tested according to ASTM E 2074. Windows within doors and glazed doors must comply with the above glazing requirements. CBC 708A.3
- f. Paper-faced insulation is prohibited in attics and ventilated spaces.
- g. Gutters and downspouts must be constructed of non-combustible material. Gutters must be designed to reduce the accumulation of leaf litter and debris that contribute to roof edge ignition.
- h. Fencing attached to or immediately adjacent to structures which face wildland fuels must have the first five inches constructed of non-combustible heavy timber, or fire retardant pressure-treated wood or materials.
- i. Exterior balconies, carports, decks, patio covers, unenclosed roofs and floors, and other similar architectural appendages and projection, where any portion of such surface is within 10 feet of the primary structure must be on non-combustible construction, fire retardant treated wood, heavy timber construction, or one-hour fire resistive construction.

## Engineering Division Conditions

### GENERAL

1. 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.
2. No Building Permits shall be issued for any construction within this Subdivision until the Final Subdivision Map, unless allowed under provisions of the Development Agreement for the project.
3. 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.
4. 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.
5. 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.
6. Grading and frontage improvements for this project is proposed to be combined with the adjoining developments within Stanley/ Lehner block, and designed and constructed as one project with common storm water treatment facility. If the developer choses to combine project improvements, City Engineer will determine the extent and timing of onsite and offsite improvement requirements that shall be completed based on the provisions of Development Agreement, project conditions, traffic mitigation measures and storm water treatment facilities requirements.

### 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, in accordance with the project's master and precise plan and to the satisfaction of the City Engineer.
2. The developer shall construct frontage street improvements, including but not limited to, concrete curb, gutter, sidewalk, street lights, street trees, paving and base on the following streets:

<u>STREET</u>	<u>CLASSIFICATION</u>
Ash Street	Local Collector
Stanley Avenue	Local Collector
Street "A"	Residential
Lehner Avenue	Residential

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

3. The developer shall be responsible to construct frontage (half street plus 12 feet) improvements on Stanley Avenue to designated street classification standards and to the satisfaction of the City Engineer.
4. The developer shall improve the intersection of Stanley Avenue and Ash Street with resurfacing of the northerly side of intersection and restriping to allow for proper traffic lanes configuration.
5. The developer shall construct frontage improvements along the east side of Ash Street between Stanley Avenue and Lehner Avenue involving 32 feet of pavement, curb, gutter, sidewalk and street lights to the satisfaction of the City Engineer.
6. The developer shall construct frontage improvement along the west side of Ash Street between Stanley Avenue and Lehner Avenue involving up to 11 feet of pavement, curb and gutter. No sidewalks or street lights are required for construction on the west side of Ash Street at this time. Final location of the curb and gutter line on the west side of Ash Street may be determined during final map approval to avoid conflict with existing power poles to the satisfaction of the City Engineer.
7. The developer shall construct half-width street improvements on the east side of Ash Street, between Lehner Avenue and Vista Avenue, along frontages of APNs 224-142-26, 27 & 28, to full local collector street that includes one street light (exact location to be determined by the City Engineer) and one Driveway approach for APN 224-142-28 consistent with the existing Driveway approach. Required improvements shall include pavement, curb & gutter and sidewalk transitions from existing to ultimate improvements to the satisfaction of the City Engineer.
8. The developer shall construct half-width street improvements on the west side of Ash Street between Lehner Avenue and Vista Avenue, along the frontage on APN 224-130-17, with no sidewalk or street lights. Final location of the curb and gutter line on the west side of Ash Street may be determined during final map approval to avoid conflict with existing power poles to the satisfaction of the City Engineer.
9. The developer shall be responsible for design and construction of the following offsite improvements in accordance with the provisions of the project Development Agreement, traffic mitigations and to the satisfaction of the City Engineer:
  - a) Intersection of Vista Avenue and Ash Street.
  - b) Intersection of Lehner Avenue and Ash Street
  - c) Ash Street roadway segment, between Stanley Avenue and Vista Avenue to provide adequate transition lanes for the intersection improvements.
  - d) If the project developer combines project improvements with adjoining projects, a 4 foot wide pedestrian walkway shall be designed and constructed to complete pedestrian travel way along Ash Street between Vista Avenue and Sheridan Avenue.

10. Public Utilities Easement access road shall include 10 feet of paved roadway with 6 feet of gravel of ground cover on each side within a 22 foot wide public utilities easement.
11. The project entrance shall be designed as a street intersection with curb returns, cross gutters and spandrels, sidewalk ramps, etc. with a minimum throat width of 36 feet.
12. The Developer's engineer shall prepare and submit for approval by the City Engineer a complete final Signing and Striping plan for all improved roadways within and outside school zone. The developer will be responsible for removal of all existing and construction of all new signing and striping to the satisfaction of the City Engineer.
13. Adequate horizontal sight distance shall be provided at project entrance on Escondido Boulevard in accordance with the requirements of the City Engineer.
14. The address of each 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 and Fire Marshal.
15. 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.
16. Construction traffic is restricted during School peak hours 7:00 to 8:30 am and 2:00 to 3:30 pm, unless a traffic management plan that proposes no conflict between construction and school traffic is approved by the City Engineer prior to issuance of Encroachment permit.
17. Pedestrian access routes shall be provided into the project and from project to Rincon School shall be provided to the satisfaction of the City Engineer.
18. The developer shall be required to construct City standard LED street lighting along all project frontages and offsite and along Street "A" in accordance with the requirements of the City Engineer.

## **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 and on the grading plan, that he/she has reviewed the grading and retaining wall design and found it to be in conformance with his/her recommendations.
2. All proposed retaining walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retain wall design is in conformance with the recommendations and specifications as outlined in his report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by Regional or City Standard Drawings. Retaining walls or deepened footings that are to be constructed as part of a building structure will be permitted as part of the Building Dept. plan review and permit process.

3. Cut slope setbacks must be of sufficient width to allow for construction of all necessary screen walls and/or brow ditches.
4. The developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.
5. A General Construction Activity Permit is required from the State Water Resources Board for all storm water discharges associated with a construction activity where clearing, grading and excavation results in a land disturbance of one (1) or more acres.
6. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.
7. All existing foundations and structures, other than those designated "to remain" on the Tentative Map, shall be removed or demolished from the site.
8. Unless specifically permitted to remain by the County Health Department, any existing wells within the project shall be abandoned and capped, and all existing septic tanks within the project shall be pumped and backfilled per County Health Department requirements.
9. The developer will be required to obtain permission from adjoining property owners for any off-site street improvements, grading and slopes necessary to construct the project and/or the required improvements.

### **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 Developer's engineer. The drainage study shall be in conformance with the City of Escondido Design Standards.
2. A Final Water Quality Technical Report in compliance with City's latest adopted Storm Water Management Requirements shall be prepared and submitted for approval together with the final improvement and grading plans. The Water Quality Technical Report shall include hydro-modification calculations, post construction storm water treatment measures and maintenance requirements.
3. All storm water treatment and retention facilities and their drains including the bio-retention basins, the permeable paver areas and their gravel HMP underground storage basins shall be considered private. The responsibility for maintenance of these post construction storm water treatment facilities shall be that of the Property Owner's Association. Provisions stating this shall be included in the CC&Rs.
4. The developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement. This Agreement shall be referenced in the CC&Rs.
5. All storm drain systems within the project are private. The responsibility for maintenance of these storm drains shall be that of the Property Owner's Association. Provisions stating this shall be included in the CC&Rs.

## **WATER SUPPLY**

1. All public water improvements shall be designed to the satisfaction of the Utilities Engineer.
2. Required water main improvements shall include:
  - a) Design and construction of a 24 inch P.V.C. water main on Conway Drive between Lehner Avenue and Stanley Avenue. Improvements shall include reconnection/reconstruction of all existing services or as required by the Utilities Engineer.
  - b) Design and construct a 12 inch P.V.C. water main on Stanley Avenue from proposed 24 inch water main on Conway to proposed 12 inch water main on Ash Street. Improvements shall include reconnection/reconstruction of all existing services.
  - c) Design and construct a 12 inch P.V.C. water main on Ash Street, replacing the existing water main on Ash Street along project frontage, from Intersection of Stanley Avenue to intersection of Lehner. Improvements shall include reconnection/reconstruction of all existing services.
  - d) Design and construct a 8" PVC public water main looped between the proposed 12 inch water main on Stanley to existing water main on Lehner. Avenue.

All water improvements shall be designed and bonded prior to approval of the final map and completed prior to issuance of first building permit or as determined by the Utilities Engineer.

3. Fire hydrants shall be installed at locations approved by the Fire Marshal.

## **SEWER**

1. All sewer main extensions and the location and sizing of mains shall be to the satisfaction of the Utilities Engineer.
2. Required sewer improvements include:
  - a) Design and construct an 8-inch PVC public main on Street "A", between Stanley Avenue and Lehner Avenue. The required sewer shall include a sewer man hole at the intersection of Stanley Avenue and Street "A" with stubs for future connection for the properties to the east.
3. No trees or deep rooted bushes shall be planted within 10' of any sewer main or lateral.
4. All on-site sewer laterals will be considered a private sewer system. The Home Owners' Association will be responsible for all maintenance and repair of these laterals. This shall be clearly stated in the CC&R's.

## **FINAL MAP - EASEMENTS AND DEDICATIONS**

1. The developer shall make all necessary dedications for public rights-of-way on the following streets contiguous to the project to bring the roadways to the indicated classification.

<b><u>STREET</u></b>	<b><u>CLASSIFICATION</u></b>
Stanley Avenue	Local Collector (66' R/W)
Street "A"	Residential (56' R/W)
Lehner Avenue	Residential (56' R/W)

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 and water shall be granted to the City on the Final Map. The required easement width between Street "A" cul-de-sac and Lehner Avenue shall be 22 feet wide.
4. The developer is responsible for making the arrangements to quitclaim all easements of record which conflict with the proposed development prior to approval of the final map. If an easement of record contains an existing utility that must remain in service, proof of arrangements to quitclaim the easement once new utilities are constructed must be submitted to the City Engineer prior to approval of the Final Map. Building permits will not be issued for lots in which construction will conflict with existing easements, nor will any securities be released until the existing easements are quitclaimed.
5. The applicant shall provide the City Engineer with a Subdivision Guarantee and Title Report covering subject property.

## **REPAYMENTS, FEES AND CASH SECURITIES**

1. A repayment of \$4,208.00 is due to the City of Escondido for existing improvements approved for repayment by Resolution 87-126 and that will serve this development.
2. A repayment of \$9,141.96 is due to the City of Escondido for the existing improvements approved for repayment by Resolution 91-385 and that will serve this development.
3. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public or private property and improvements, install new BMPs, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by the City for cleanup or damage will be drawn from this security and the grading permit will be revoked by written notice to the developer until the required cash security is replaced. The cleanup cash security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, drainage, landscaping, and best management practices items of work with a minimum of \$5,000 up to a maximum of \$50,000, unless a higher amount is deemed necessary by the Director of Engineering Services.
4. The developer shall be required to pay all development fees of the City then in effect at the time, including North Broadway Deficiency Fee, and in such amounts in accordance with the provisions of the Development Agreement.



### CC&R's

1. Copies of the CC&R's shall be submitted to the Engineering Department and Planning Department for approval prior to approval of the Final Map.
2. The developer shall make provisions in the CC&R's for maintenance by the homeowners' association of all parkway landscaping and irrigation (along Street "A", Ash Street, Lehner Avenue and Stanley Avenue), storm drain system in Street "A" and within subdivision boundaries, storm water treatment basins and facilities, sewer laterals, common open spaces, including public utilities easement area and access road. These provisions must be approved by the Engineering Department prior to approval of the Final Map.
3. The CC&Rs shall reference the recorded Storm Water Control Facility Maintenance Agreement and the approved Water Quality Technical Report for the project.
4. The CC&R's must state that the Property Owners' Association assumes liability for damage and repair to City utilities in the event that damage is caused by the Property Owners' Association when repair or replacement of private utilities is done.
5. The CC&R's must state that (if stamped concrete or pavers are used in the private street) the Property Owners' Association is responsible for replacing the pavers and/or 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.
2. All new dry utilities to serve the project shall be constructed underground.
3. 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.

**LEGAL DESCRIPTION  
SUB 13-0011  
EXHIBIT "C"**

Address: 2056 N. Ash Street

Real property on the unincorporated area of the County of San Diego, State of California described as follows:

LOT "M" IN BLOCK 418 OF THE RESUBDIVISION OF BLOCK 418 AND 419 OF RANCHO RINCON DEL DIABLO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1520, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JANUARY 21, 1913

Assessor Parcel Number: 224-142-01-00

RESOLUTION NO. 2014-129

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ESCONDIDO, CALIFORNIA,  
MAKING APPLICATION TO THE LOCAL  
AGENCY FORMATION COMMISSION FOR  
INITIATION OF PROCEEDINGS FOR THE  
ANNEXATION / REORGANIZATION OF  
FOUR PROPERTIES AND ASSOCIATED  
STREET FRONTAGES TOTALING 5.7  
ACRES

Planning Case No. PHG 13-0044

Related Cases: SUB 13-0011, PHG 13-0043, ENV 13-0015

WHEREAS, the Planning Commission on August 12, 2014, considered a proposed annexation at a noticed public hearing and recommended that the City Council approve the jurisdictional reorganization consisting of an annexation to the City of Escondido four privately-owned properties totaling 5.7 acres and adjacent street right-of-ways of Lenher Avenue, Stanley Avenue and North Ash Street located approximately one-half mile east of Broadway with a mailing address of 2056 N. Ash Street in addition to vacant properties with Assessor Parcel Numbers (APN) 224-142-26, 27, 28 more particularly described in Exhibit "B" and depicted in Exhibit "C," both of which are attached to this Resolution and incorporated by this reference; and

WHEREAS, the following determinations were made:

1. That a notice was published and mailed as required by the Escondido Zoning Code and applicable State law.
2. That the application was assessed in conformance with the California Environmental Quality Act ("CEQA") and that a Mitigated Negative Declaration was issued on June 20, 2014.

3. That a staff report was presented discussing the issues in the matter.

4. That a public hearing was held and that all persons desiring to speak did so; and

WHEREAS, this City Council has considered the request, the staff report, the recommendations of the Planning Commission and the appropriate agencies, and public testimony presented at the Council hearing and incorporates by reference the findings made therein; and

WHEREAS, that this annexation/reorganization is necessary in order for the subject properties to receive urban services available from the City of Escondido; and

WHEREAS, that this reorganization is consistent with the Sphere of Influence of the City of Escondido and affected districts; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said Annexation/Reorganization, and approve the Mitigated Negative Declaration, as reflected in the Details of Request contained in the staff reports, and on file in the offices of the City Clerk and Planning Division; and

WHEREAS, the City Council of the City of Escondido desires to initiate proceedings pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act, Division 3, commencing with Section 56000 of the California Government Code for the proposed annexation/reorganization.

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

1. That the above recitations are true.

2. That the City Council has reviewed and considered the mitigated negative Declaration prepared for this project in conformance with the California Environmental

Quality Act ("CEQA"), the staff reports, and has heard and considered testimony given at the public hearing, and certifies the project would not result in any significant impacts to the environment.

3. That the Findings of Facts and Factors to be Considered, attached as Exhibit "A" to this resolution and incorporated by this reference, were made by said Council, and upon their consideration along with the staff reports (copies of which are on file in the Planning Division), public testimony presented at the hearing, and all other oral and written evidence on this project, this City Council approves the proposed Annexation/Reorganization (Case Nos. PHG 14-0044), and adopts the CEQA mitigated Negative Declaration as reflected on documents on file in the offices of the City Clerk and Planning Division, and incorporated by this reference.

4. That the following changes of reorganization are proposed:

- a. Annexation of the subject territory to the City of Escondido as legally described in Exhibit "B" and shown in Exhibit "C";
- b. Detachment of the subject territory from the County Communications District Service Area 135; and

5. That application and proposal is hereby made to the Local Agency Formation Commission of the County of San Diego for the following annexation/reorganization:

- a. This proposal is made pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act, as amended, commencing with Section 56000 of the Government Code of the State of California.
- b. The following changes of organization are proposed:

1) Annexation of territory legally described in Exhibit "B" and shown in Exhibit "C";

2) Detachment of the subject territory from the County Communications District Service Area No. 135; and

c. This reorganization is necessary in order for the subject properties to receive urban services available from the City of Escondido.

d. The Local Formation Commission of the County of San Diego is hereby requested to undertake proceedings for the annexation/reorganization proposed herein.

6. That the City Council of the City of Escondido hereby requests the Local Agency Formation Commission to designate the City of Escondido as conducting agency, and that the City of Escondido be authorized to order the proposed annexation.

7. That the City Clerk of the City of Escondido is hereby authorized and directed to file a certified copy of this resolution with the applicable fees required by Section 54902.5 of the California Government Code to the executive officer of the Local Agency Formation Commission of San Diego County.

EXHIBIT A  
PHG 14-0044  
Findings of Fact / Factors to be Considered

1. The public health, safety and welfare will not be adversely affected by the proposed annexation / reorganization because all future development will be approved by the City of Escondido.
2. The existing pre-zoning of the site of R-1-10 (Single Family Residential; 10,000 sq. ft. minimum lot size) is suitable for the site because it is consistent with the General Plan Suburban land use designation.
3. The annexation will not be detrimental to surrounding properties because services provided to off-site areas will not change. Annexation will result in jurisdictional detachments from County Service Area (CSA) No. 135 (San Diego Regional Communications System) which is appropriate because the property can be more efficiently served by the City of Escondido for these services.
4. The existing pre-zoning of the site of R-1-10 (Single Family Residential; 10,000 sq. ft. minimum lot size) is consistent with the existing Suburban General Plan designation on the subject property.
5. The proposed annexation will not conflict with any specific development plans for the properties. Future development will be subject to the provisions of the Escondido General Plan and Zoning Code upon annexation.

EXHIBIT "B"

PHG 14-0044  
Legal Description  
Page 1 of 2

**ANNEXATION TO THE CITY OF ESCONDIDO  
GEOGRAPHIC DESCRIPTION**

BEING A PORTION OF BLOCK 418 OF RANCHO RINCON DEL DIABLO IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 1520 FILED JANUARY 21, 1913 IN THE COUNTY RECORDER'S OFFICE OF SAN DIEGO COUNTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE INTERSECTION OF NORTH ASH STREET (66.00 FEET WIDE) AND STANLEY AVENUE (66.00 FEET WIDE); THENCE, (1) NORTH  $78^{\circ}56'12''$  WEST, 46.63 FEET TO THE MOST EASTERLY CORNER OF LOT '5' OF BLOCK 413 OF SAID MAP NO. 1520 AND THE **TRUE POINT OF BEGINNING**;

THENCE, (2) DEPARTING MOST EASTERLY CORNER OF SAID LOT '5', NORTH  $56^{\circ}00'39''$  EAST, 66.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF STANLEY AVENUE AS SHOWN ON SAID MAP NO. 1520; THENCE, (3) ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH  $56^{\circ}00'38''$  EAST, 265.62 FEET;

THENCE, (4) DEPARTING SAID NORTHERLY RIGHT-OF-WAY, SOUTH  $33^{\circ}57'27''$  EAST, 66.00 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 'M';

THENCE, (5) ALONG THE NORTHEASTERLY LINE OF SAID LOT 'M', SOUTH  $33^{\circ}57'27''$  EAST, 675.85 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 'M' OF SAID BLOCK 418;

THENCE, (6) DEPARTING MOST EASTERLY CORNER OF SAID LOT 'M' ALONG THE SOUTHEASTERLY LINE OF LOT 'L', AS SHOWN ON SAID MAP NO. 1520, NORTH  $55^{\circ}59'51''$  EAST, 233.62;

THENCE, (7) DEPARTING SAID SOUTHEASTERLY LINE, SOUTH  $33^{\circ}58'49''$  EAST, 40.00 FEET TO THE MOST NORTHERLY CORNER OF LOT 'B' AS SHOWN ON SAID MAP NO. 1520;

THENCE, (8) ALONG THE NORTHWESTERLY LINE OF SAID LOT 'B', SOUTH  $55^{\circ}59'51''$  WEST, 266.08 FEET TO THE MOST EASTERLY CORNER OF LOT 'A', AS SHOWN ON SAID MAP NO. 1520;

THENCE, (9) ALONG THE NORTHEASTERLY LINE OF SAID LOT 'A', SOUTH  $33^{\circ}58'54''$  EAST, 295.68 FEET TO THE MOST EASTERLY CORNER OF PARCEL 3 OF PARCEL MAP NO. 1830 FILED AUGUST 16, 1973 IN THE COUNTY RECORDER'S OFFICE OF SAN DIEGO COUNTY;



EXHIBIT "B"

PHG 14-0044  
Legal Description  
Page 2 of 2

THENCE, (10) ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 3, SOUTH 56°00'44" WEST, 233.19 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL 3;

THENCE, (11) DEPARTING MOST SOUTHERLY CORNER OF SAID PARCEL 3, SOUTH 56°00'50" WEST, 66.00 FEET TO A POINT ON THE NORTHEASTERLY LINE OF LOT 'P' OF BLOCK 419 OF SAID MAP NO. 1520;

THENCE, (12) ALONG THE NORTHEASTERLY LINE OF SAID LOT 'P', NORTH 33°59'10" WEST, 282.66 FEET TO THE MOST NORTHELY CORNER OF SAID LOT 'P';

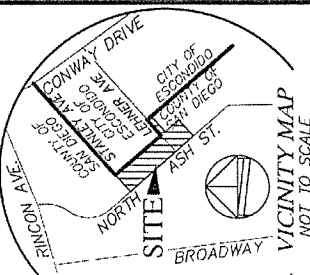
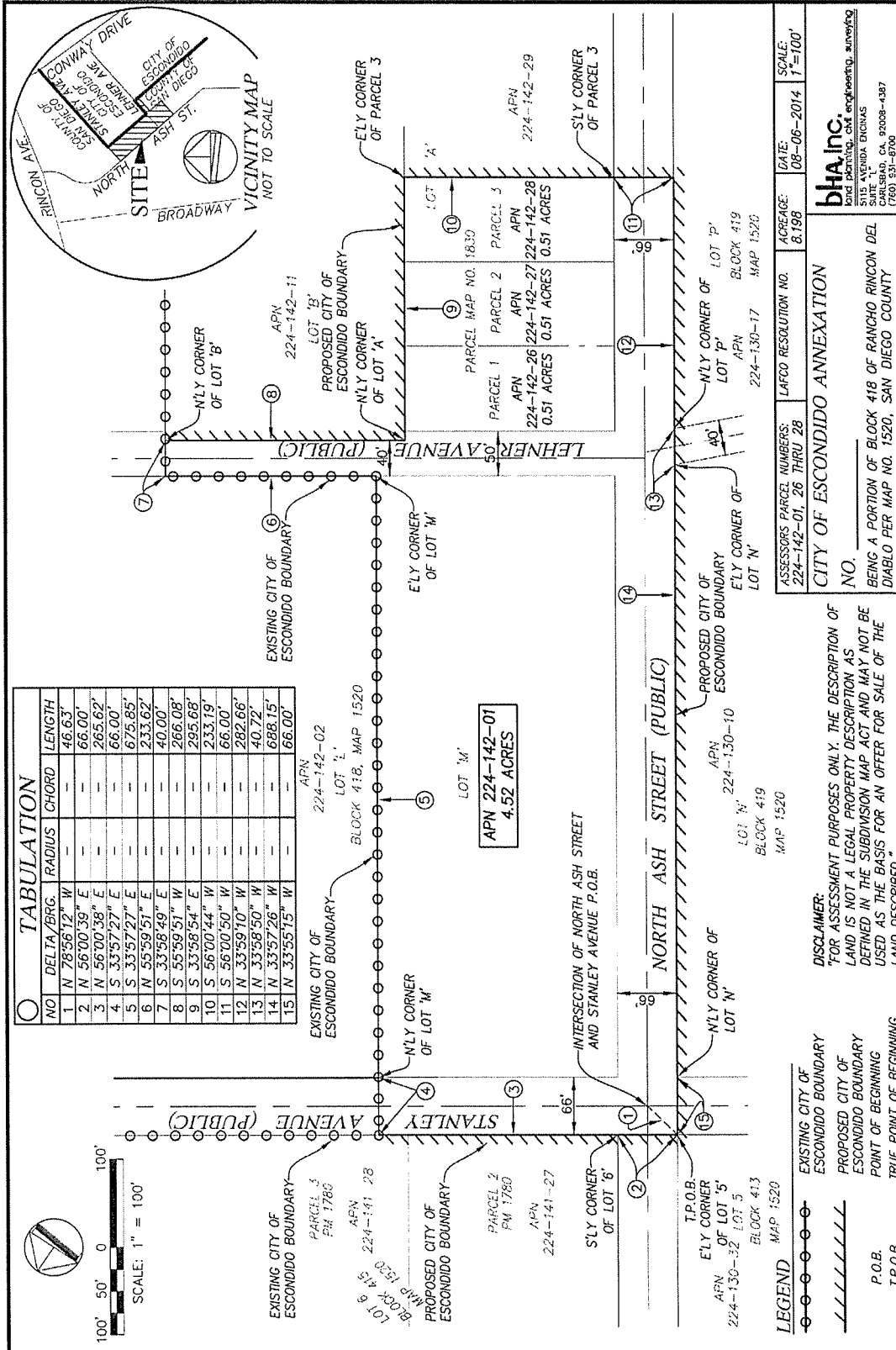
THENCE, (13) THENCE DEPARTING MOST NORTHERLY CORNER OF SAID LOT 'P', NORTH 33°58'50" WEST, 40.72 FEET THE MOST EASTERLY CORNER OF LOT 'N' OF BLOCK 419 OF SAID MAP NO. 1520;

THENCE, (14) ALONG THE NORTHEASTERLY LINE OF SAID LOT 'N', NORTH 33°57'26" WEST, 688.15 FEET TO THE MOST NORTHELY CORNER OF SAID LOT 'N';

THENCE, (15) DEPARTING MOST NORTHERLY CORNER OF SAID LOT 'N', NORTH 33°55'15" WEST, 66.00 FEET TO THE **TRUE POINT OF BEGINNING** AND CONTAINING **8.198** ACRES OF LAND MORE OR LESS.

*FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.*

PHG 14-0044  
 Plat Map  
 Page 1 of 1



ASSESSORS PARCEL NUMBERS: 224-142-01, 26 THRU 28	LAFCO RESOLUTION NO. 8.198	DATE: 08-06-2014	SCALE: 1"=100'
CITY OF ESCCONDIDO ANNEXATION			
NO.			
BEING A PORTION OF BLOCK 418 OF RANCHO RINCON DEL DIABLO PER MAP NO. 1520, SAN DIEGO COUNTY			

**bha, Inc.**  
 LAND PLANNING, ENGINEERING, SURVEYING  
 SITE SURVEY ENGINEERS  
 CARLSBAD, CA 92008-4387  
 (760) 531-8700

ORDINANCE NO. 2014-17

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ESCONDIDO AND LINDA D. PICKERING AS TRUSTEE OF THE LINDA D. PICKERING FAMILY TRUST, AND PEGGY L. LEHRKE AS TRUSTEE OF THE PEGGY L. LEHRKE FAMILY TRUST; AND TO AUTHORIZE CONSTRUCTION OF A 13-LOT RESIDENTIAL SUBDIVISION IN THE NORTH BROADWAY DEFICIENCY AREA

PLANNING CASE NO.: PHG 13-0043  
RELATED CASES: SUB 13-0011,  
PHG 13-0044,  
ENV 13-0015

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. That the City Council has reviewed and considered the Mitigated Negative Declaration (City Log No. ENV 13-0015) and the Mitigation Monitoring Report and has determined that all environmental issues associated with the project have been addressed and no significant environmental impacts will result from approving this agreement.

SECTION 3. That upon consideration of the staff report, Planning Commission recommendation and all public testimony presented at the hearing held on this agreement, this City Council finds that the Development Agreement is consistent with

the Escondido General Plan and the Growth Management Ordinance (Article 68) of the Zoning Code.

SECTION 4. That the City Council desires at this time and deems it to be in the best public interest to approve the Development Agreement (“Agreement”) between the City of Escondido and Linda D. Pickering as Trustee of the Linda D. Pickering Family Trust, and Peggy L. Lehrke as Trustee of the Peggy L. Lehrke Family Trust. The Agreement is attached as Exhibit “A” and incorporated by this reference.

SECTION 5. That the City Council hereby consents to the future assignment of the Development Agreement to Pacific Land Investors, LLC and/or Lennar Homes of California.

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 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.

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: 224-142-01-00

**Recording Fees Exempt Per Government Code Section 27383**

**DEVELOPMENT AGREEMENT  
for SUB13-0011  
(Pickering)**

**between**

**CITY OF ESCONDIDO**

**and**

**LINDA D. PICKERING  
AS TRUSTEE OF THE LINDA D. PICKERING FAMILY TRUST  
initially created February 25, 2009**

**and**

**PEGGY L. LEHRKE  
AS TRUSTEE OF THE PEGGY L. LEHRKE FAMILY TRUST  
initially created February 25, 2009**

**September 10, 2014**

## DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into by and between the CITY OF ESCONDIDO, a municipal corporation ("City"), and LINDA D. PICKERING AS TRUSTEE OF THE LINDA D. PICKERING FAMILY TRUST initially created February 25, 2009 and PEGGY L. LEHRKE AS TRUSTEE OF THE PEGGY L. LEHRKE FAMILY TRUST initially created February 25, 2009 ("Owner")(collectively, "the Parties").

### ARTICLE I

#### Recitals

The Agreement is entered into on the basis of the following facts, understanding and intentions of the Parties:

1. **Code Authorization.** Government Code Sections 65864 through 65869.5, Article 58 of the City's Zoning Code (the "Development Agreement Legislation") and Article 68 of the City's Zoning Code ("Growth Management Ordinance") 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.
2. **Interest of Owner.** Owner is the legal and/or equitable owner of the Property located in the County of San Diego, State of California (the "Property"), as further described in Exhibit A, and more specifically within the North Broadway Region of Influence identified in the City's Growth Management Ordinance. Owner intends to subdivide the Property and to construct such other improvements as are required by the conditions of approval of the Entitlements, Future Entitlements and the Agreement.

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3. **Intent of Parties.** By the Agreement, the City and Owner intend to accomplish the following:

a. 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;

b. Assure the orderly installation of necessary improvements and the provision for public services appropriate for the development of the Project; and

c. Enable the City to obtain substantial public benefits by virtue of the Agreement.

4. **Execution.** The execution of the Agreement by the City and Owner shall constitute conclusive evidence that duly noticed public hearings before the Planning Commission and the City Council required by the Development Agreement legislation have been held, and that the City Council has introduced (first reading) and adopted (second reading) an Ordinance approving the Agreement and containing the findings required by the Development Agreement Legislation.

5. **Effective Date.** The effective date ("Effective Date") of the Agreement shall be thirty (30) days after the City Council adopts (second reading) an Ordinance approving the Agreement.

6. **Entitlements.** The City has also approved or certified certain entitlements necessary to implement the Project which are attached hereto as Exhibit B.

NOW THEREFORE, in consideration of the Recitals and the mutual covenants conditions set forth herein, the Parties agree as follows:

## ARTICLE II

### Definitions

1. **"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, those listed in Exhibit B, final tract map approvals, whether standard or vesting, project plans, grading permits, building permits, and the Agreement.

2. "**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.

3. "**Existing Laws**" refers to the ordinances, resolutions, codes, rules, regulations, 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.

4. "**Future Exaction**" refers to Exactions imposed after the Effective Date, whether by ordinance, initiative, resolution, rule, regulation, policy, order or otherwise.

5. "**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.

6. "**Future Entitlements**" refers to all Entitlements approved or adopted by the City after the Effective Date.

7. "**General Fees**" refers to all general development fees which the City may levy pursuant to the 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.

8. **"General Plan"** refers to the City's General Plan in effect on the Effective Date.

9. **"North Broadway Deficiency Area"** refers to the region specified in the City's Growth Management Ordinance No. 94-16, and to surrounding unincorporated areas within the City's Sphere of Influence.

10. **"Project"** shall mean and refer to all improvements described in the Entitlements, Future Entitlements and the Agreement.

11. **"Property"** shall mean the certain real property located in the County of San Diego, State California as described in the Exhibit A.

12. **"Public Benefits"** shall refer to the consideration given by Owner to the City, as described in Exhibit D attached hereto, in return for the City's good faith performance of all applicable terms and conditions in the Agreement.

13. **"Term Sheet"** shall refer to the Term Sheet attached as Exhibit D.

### ARTICLE III

#### General Provisions

1. **Term of Agreement.** The term of the Agreement (the "Term") shall commence on the Effective Date of this Agreement and shall continue for five years unless terminated, modified, or extended as permitted by the Agreement.

Following the expiration of the Term, the Agreement shall be deemed terminated and of no further force or effect; provided, however, such termination shall not affect any right or duty arising from the City approvals, including, without limitation, the Entitlements, the Future

Entitlements and any reimbursement agreement that may be entered into pursuant to the terms of the Existing Laws or the Agreement.

The Agreement shall terminate with respect to any lot and such lot shall be released and no longer is 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. Except for Owner's assignment of the Agreement to PLI and/or Lennar Homes of California, which the City approves by execution of this Agreement, no assignment shall be effective unless (1) such assignment is in writing and expressly provides that the assignment shall be subject to the Agreement; (2) the Assignee assumes all of Owner's rights and obligations with respect to the Property, or portion thereof, assigned; and, (3) the City has determined that the assignment will not affect the timely completion or fulfillment of any requirements in the Entitlements, the Future Entitlements or the Agreement relating to the Public Benefits. Owner shall provide thirty (30) days advance written notice to the City of any assignment. In determining whether an assignment will affect the timely completion or fulfillment of any requirements relating to the Public Benefits, the City agrees (a) not to unreasonably withhold its determination that the assignment will not affect the timely completion or fulfillment of requirements relating to the Public Benefits and (b) to approve any assignment where it can reasonably be demonstrated that the proposed assignee has the financial capability to complete in a timely fashion and fulfill any uncompleted requirements relating to the Public Benefits.

During the Term, any assignee shall have all rights, benefits, and obligations of Owner under the Agreement with respect to the portion of the Property assigned. Following an

assignment, Owner shall be released from its obligations with respect to the Property which has been assigned. Upon any transfer of any portion of the Property and the express assumption of Owner's obligations under the Agreement by such transferee, the City agrees to look solely to the transferee for compliance by such transferee with the provisions of the Agreement as such provisions relate to the portion of the Property acquired by such transferee. A default by any transferee shall only affect that portion of the Property owned by such transferee and shall not cancel or diminish in any way Owner's rights hereunder with respect to any portion of the Property not owned by such transferee. The transferee shall be responsible for the reporting and annual review requirements relating to the portion of the Property owned by such transferee, and any amendment to the Agreement between the City and a transferee shall only affect the portion of the Property owned by such transferee.

3. **Amendment of Agreement.** The Agreement may be amended by the mutual consent of the Parties in the manner provided by the Development Agreement Legislation. The Agreement shall include any amendment properly approved and executed. Minor modifications in the manner of performance, including, but not limited to changes which relate to the form or timing of payment of Public Benefits or the design of the Project shall not constitute an Amendment to the Agreement and may be accomplished through an "Operating Memorandum" subject to Article IV, Section 10 of the Agreement.

4. **Enforcement.** Unless amended or terminated as provided herein, the Agreement is enforceable by either Party or its successors and assigns, notwithstanding any Future Laws, which alter or amend the Existing Laws.

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5. **Hold Harmless.**

a. Owner agrees to indemnify, hold harmless, and provide and pay all costs for a defense for the City in any legal action filed in a court of competent jurisdiction by a third party challenging the validity of the Agreement. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of the City, its officers, agents, employees, or representatives.

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. R9-2007-0001) 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 or the Improvements.

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, at its sole and absolute discretion, to defend the validity, applicability, or implementation of the Agreement in the proceeding at Owner's expense. If the City opts to defend a challenge against the validity, applicability, or implementation of the Agreement, Owner shall not be responsible for the defense of any of the City's actions brought in such a

challenge or for the expense of defending such City actions. 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 (including commercial express delivery services providing acknowledgments of receipt), registered, certified, express mail, facsimile or telecopy to the addresses set forth in the Term Sheet. Receipt shall be deemed complete as follows:

- a. For personal delivery, upon actual receipt;
- b. For registered, certified, or express mail, upon the delivery date or attempted delivery date as shown on the return receipt; and
- c. For facsimile, upon transmission of the facsimile or, if transmitted after business hours, then the next business day.

The addresses to which notices shall be sent may be changed by giving ten (10) days written notice of change of address in the manner set forth above.

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 the Agreement or require changes in the Entitlements or any Future Entitlements, those laws or regulations shall be controlling and the Parties shall make a good faith, reasonable attempt to modify the 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 course of action.

## ARTICLE IV

### Development of the Property

1. **Applicable Rules, Regulations, and Policies.** Owner shall have the vested right, to the fullest extent allowed under the Development Agreement Legislation, to develop the Property in accordance with the Entitlements, Future Entitlements and the Existing Laws. During the Term, the Entitlements, Future Entitlements, Existing Laws and the Agreement shall control the overall design, development and construction of the Project. Notwithstanding the foregoing, nothing in the 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 of Escondido, including local amendments, in effect when the building permits are issued. In the event of any inconsistency between the Existing Laws and the Agreement, the provisions of the Agreement shall control.
2. **Future Laws.** Future Laws shall not apply to the Project except as expressly provided in the Agreement. 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 shall be deemed to be an Existing Law.
3. **Future Discretionary Reviews.** Except as set forth in the Agreement, the City shall retain its discretionary rights in reviewing applications for Future Entitlements. Owner's applications for Future Entitlements and the City's review thereof, must comply with the Existing Laws and with the terms and conditions of the Agreement. Upon granting any Future Entitlement, such Future Entitlement shall become part of the Existing Laws. The City shall not impose any conditions upon any Existing Entitlements that are more restrictive than or inconsistent with the terms of this Agreement or the Existing Laws, except as expressly required (as opposed to permitted) by state or federal law. The City may conduct, in accordance with

CEQA and the Existing Laws, an environmental review for Future 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.

4. **Permitted Uses and Density.** The Agreement shall vest the right to develop the Property to the fullest extent allowed under the Development Agreement Legislation with respect to the permitted uses of land, density and intensity of uses, and timing and phasing of development as described in the Entitlements and Future Entitlements. 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 Entitlement and Future Entitlement conditions of approval, Existing Laws and the Agreement. All other aspects of the Project that are not specified in the Entitlement or Future Entitlement conditions of approval shall be determined by the Existing Laws, except as expressly provided herein.

To the extent the City retains discretion in the Future Entitlements concerning future permitted land uses, density, and intensity of use(s), the City agrees, absent conditions that the City determines are dangerous to the health or safety of the residents of the City, not to exercise that discretion in such a way as to reduce the allowed number of residential units, alter the timing of development or modify the height and design features of the Project as described in the Entitlements, Future Entitlements and the Agreement.

5. **Application of Future Laws.** Subject to Article V of the Agreement, Future Laws may be applied to the Project if they are not in conflict with the Existing Laws and will not prevent, hinder, delay, or adversely economically impact the Project.

6. **Permitted Fees.** Except as otherwise provided in the Agreement, and specifically excluding fees set by entities not controlled by the City that are collected by the City, the City shall only charge and impose those General Fees and Exactions described as "Processing Fees," "Permit/Inspection Fees," "Connection Fees," and "Development Fees" in the amounts and of the type which are in effect at the time they are incurred by Owner or any successor-in-interest as described in the Escondido Fee Guide For Development Projects. The Project shall be subject to City-wide fees only and nothing in this Agreement shall impose on the Project any additional City special or district fees or taxes that do not currently exist.

Notwithstanding the above, in return for Owner's construction of the Public Benefits described in the Term Sheet, the City will waive certain fees as described in the Term Sheet.

7. **Required Financial Contribution to City Capital Improvement Projects.** Owner agrees to pay the City the contributions for City Capital Improvement Projects in accordance with the Term Sheet.

8. **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 or its assignees shall have the right to develop the Property in phases, in such order, at such rate, and at such times as Owner or its assignees deems appropriate in Owner's or its assignees' business judgment, subject only to the provisions of the Agreement. Owner or its assignees shall be entitled to apply for and receive approval of permits, building permits, and other Entitlements and Future 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 the Agreement.

Owner shall be allowed to perform onsite Project grading and offsite road construction and water line installation prior to approval of a Final Map. 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. Once Owner has obtained approval of the Final Map, it may commence construction of the single-family residences.

9. **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 the 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 or other limitations.

10. **Operating Memoranda.** The Parties acknowledge that the provisions of the 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 the

Agreement. If and when, from time to time during the Term, the Parties find that such changes or adjustments are necessary or appropriate, they shall 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 Memoranda shall require prior notice or hearing, or constitute an amendment to the Agreement; and in the case of the City, such Operating Memoranda may be acted upon by the City Manager, Director of Community Development or by their designee. Failure of the Parties to enter into any such Operating Memoranda shall not affect or abrogate any of the rights, duties or obligations of the Parties hereunder or the provisions of the Agreement. An Operating Memoranda may be recorded as an addendum to the Agreement.

11. **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 and Future Entitlements shall be extended for a period of time through the Term of the Agreement as specified in Article III Section 1.

12. **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 and Future 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, sewer collection, sewer treatment, sanitation service and, except for reasons beyond the City's control, 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. Notwithstanding the foregoing, the City acknowledges that sufficient capacity for sewer collection, sewer treatment and sanitation service for the Project exists as of the Effective Date. Owner acknowledges that the City cannot guarantee sufficient capacity for sewer collection, sewer treatment and sanitation service during the Term of this Agreement. The City shall guarantee sufficient capacity for sewer collection, sewer treatment and sanitation service for the Project for one (1) year from the Effective Date.

13. **Termination or Modification.** Notwithstanding the provisions of Section 33-1149 of the City's Zoning Code, the City's right to terminate or modify the Agreement may be exercised pursuant to the terms of Section 33-1149 after a public hearing only if the City determines that the failure of the City to terminate or modify the Agreement would place the residents of the City in an immediate condition dangerous to their health or safety. Owner shall have 60 days from the Effective Date to sign the Agreement or the Agreement shall automatically expire.

14. **Easements.** Easements dedicated for pedestrian use shall be permitted to include easements for underground drainage, water, sewer, gas, electricity, telephone, cable and other utilities and facilities so long as they do not unreasonably interfere with pedestrian use.

15. **Conditions of Approval.** Owner agrees to construct the improvements as required in the Term Sheet as Conditions of Approval to this Agreement. The timing for the improvements will be as described in the Term Sheet.

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## ARTICLE V

### Provision of Public Benefits

1. **Description of Public Benefits.** Owner or its assignees shall compensate the City with the following Public Benefits, as further described in the Term Sheet as consideration for the City's good faith performance of all applicable terms and conditions in the Agreement:

- a. Fulfilling long-term economic goals for the City.
- b. Providing fiscal benefits to the City.
- c. Providing short-term construction employment within the City.
- d. Providing housing which will help to satisfy the City's obligation to meet the City's share of regional housing needs.
- e. Advancement of the City's planned construction of roadway and drainage infrastructure needed in the future to serve areas near or surrounding the Project, and Owner's payments as stated in the Term Sheet.

2. **Occupancy Contingent on Construction of Public Improvements.** Owner acknowledges that the City shall not grant a certificate of occupancy for residences constructed on the Property if all public improvements required in the Term Sheet are not constructed at the times described in the Term Sheet. This contingency for occupancy shall survive the termination of the Agreement.

3. **Recordation of Final Map Contingent on Security for Public Benefits.** Prior to recordation of the Final Map, Owner must enter into an "Agreement for Completion of Improvements," which will detail Owner's construction obligations for project-required improvements and the Public Benefits, and will require Owner to provide financial security for completion of construction and shall be in substantially the form attached at Exhibit C.

4. **Other Governmental Bodies.** To the extent that the City, the City Council, the Planning Commission or any other City board, agency or commission that constitutes and sits as any other board, agency or commission, it shall not take any action that conflicts with the City's obligations under the Agreement.

5. **Processing During Third Party Litigation.** The filing of any third party lawsuit(s) against the City or Owner relating to the Agreement, the Entitlements, any Future 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 Future Entitlements, unless the third party obtains a court order preventing the activity. The City shall not stipulate to or cooperate in the issuance of any such order.

## ARTICLE VI

### Annual Review

1. **City Responsibilities.** At least every twelve (12) months during the Term, the City shall review the extent of good faith substantial compliance by Owner with the terms of the Agreement (the "Annual Review"). At the conclusion of the Annual Review, the City's finding of good faith substantial compliance by Owner with the terms of the Agreement shall be conclusive up to the date of such finding for the purposes of future Annual Reviews or legal action between the Parties.

2. **Owner Responsibilities.** At the annual review, it shall be the responsibility of Owner to demonstrate good faith substantial compliance with the major provisions of the Agreement and to provide, to the best extent possible, the status and timing of development of the Project and related public improvements. If requested by the City, Owner shall provide any additional detail

or information necessary to demonstrate good faith compliance with any particular provision of the Agreement identified by the City.

3. **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 the 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 the Agreement.

4. **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 (10) calendar days prior to consideration and review by the City Council as required by the Development Agreement Legislation.

5. **Annual Review Letter.** If Owner is found to be in substantial compliance with the Agreement after the Annual Review, the City shall issue, upon written request by Owner, a letter to Owner (the "Review Letter") stating that, based upon information known or made known to the City Council, the City Planning Commission, and/or the City Manager, the 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.

6. **Estoppel Certificates.** Either Party may at any time, and from time to time, deliver written notice to the other Party requesting that the other Party certify in writing that to the knowledge of the certifying Party:

a. The Agreement is in full force and effect and is a binding obligation of the Parties.

b. The Agreement has not been amended or modified orally or in writing or, if so amended, identifying the amendments.

c. There exists no material default in the performance of the requesting Party's obligations under the Agreement or, if in default, the nature and amount of any material default.

A Party receiving a request under this Section shall execute and return a certificate within thirty (30) days following receipt of the request. The failure to deliver such certificate within such time shall be conclusive upon the party which fails to deliver such certificate that the Agreement is in full force and effect without modification and that there are no uncured defaults in the performance of the requesting party. A certificate given pursuant to this Section may be relied upon by assignees and mortgagees.

7. **Failure of Annual Review.** The City's failure to perform the 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 VII

### 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, and the manner and period of time of not less than thirty (30) days in which the default must be cured (the "Cure Period"). The Cure Period must provide sufficient and reasonable time for the default to be cured. During the Cure Period, the Party charged shall not be considered in default. If the default is cured within the Cure Period, then no default shall be deemed to exist.

2. **Option to Institute Legal Proceedings or to Terminate.** If a material default is not cured within the Cure Period, the noticing Party may institute legal proceedings as provided in Article VII Section 8 and/or give to the defaulting Party a notice of intent to terminate the

Agreement. If a notice of intent to terminate the Agreement is given, the City Council, within thirty (30) days after the giving of the Notice, shall hold a public hearing in the manner set forth in the Development Agreement Legislation, as amended, to consider and review the matter.

3. **Notice of Termination.** Following consideration of the evidence presented before the City Council and its determination that a default exists, the Party alleging a material default by the other Party, at its option, may give written notice of termination of the Agreement to the other Party and the Agreement shall be terminated immediately upon the giving of the Notice. The validity of the basis for such a termination may be challenged pursuant to Article VII Section 8 by the Party alleged to be in default.

4. **Waiver.** Failure or delay in giving notice of default pursuant to Article VII Section 1 shall not constitute a waiver of any other material default. Except as otherwise expressly provided in the 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.

5. **Default by Owner.** An Annual Review may result in amendment or termination of the Agreement provided a material default has been established by substantial evidence and such default has not been cured within the Cure Period.

6. **Default by the City.** Upon a material default by the City, Owner, without limiting any of its other remedies, shall not be obligated to complete any of its obligations under the Agreement. Upon a City default, any resulting delays in Owner's performance shall neither be construed as a material default by Owner nor constitute grounds for termination or cancellation of this Agreement by the City and the Term shall be extended for the period of any such delay.



7. **Enforced Delay, Extension of Time of Performance.** Neither Party shall be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of nature, unavailability of materials, governmental restrictions imposed or mandated by other applicable governmental entities, suspension of rights in accordance with the existence of unforeseen circumstances, litigation, or similar bases for excused performance. If written notice of such delay is given to the other Party following the commencement of such delay, an extension of time for performance shall be granted in writing for the period of the delay, or longer as may be mutually agreed upon. An extension shall commence to run from time of commencement of the cause of delay.

8. **Institution of Legal Action.** In addition to any other rights or remedies, either Party may institute legal action to cure, correct, or remedy any default, to enforce any provision of the Agreement, to enjoin any threatened or attempted violation of the Agreement, to recover damages for any default, or to obtain any remedies consistent with the purpose of the Agreement. Legal actions shall be instituted in the Superior Court of the County of San Diego, North County Branch, State of California, or in the Federal District Court in the Southern District of California. Pursuant to Code of Civil Procedure Section 638, et seq., all legal actions shall be heard by a referee who shall be a retired judge from either the San Diego County Superior Court, the California Court of Appeal, the United States District Court or the United States Court of Appeals, provided that the selected referee shall have experience in resolving land use and real property disputes. Owner and the City shall agree upon a single referee who shall then try all issues, whether fact or law, and report a finding and judgment thereon and issue all legal and equitable relief appropriate under the circumstances of the controversy before such referee. If Owner and the City are unable to agree upon a referee within ten (10) days of a written request to

do so by either party hereto, it will not be considered a material default by Owner nor constitute grounds for termination or cancellation of the Agreement by the City and the Term shall be extended for the period of any such delay, and either party may seek to have a referee appointed pursuant to Code of Civil Procedure Section 640. The cost of such proceeding shall initially be borne equally by the parties. Any referee selected pursuant to this Article VII Section 8 shall be considered a temporary judge appointed pursuant to Article 6, Section 21 of the California Constitution. Notwithstanding the provisions of this Article VII Section 8, either party shall be entitled to seek declaratory and injunctive relief in any court of competent jurisdiction to enforce the terms of the Agreement, or to enjoin the other party from an asserted breach thereof, pending the selection of a referee as provided in this Article VII Section 8, on a showing that the moving party would otherwise suffer irreparable harm.

## ARTICLE VIII

### Encumbrances and Releases on Property

1. **Discretion to Encumber.** The 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 the 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. The City agrees that it will not unreasonably withhold its consent to any lender requested modification to the Agreement.
2. **Entitlement to Written Notice of Default.** Any mortgagee and its successors and assigns, upon written request to the City, shall be entitled to receive from the City written notice

of any Owner default at the same time Owner is provided with such notice pursuant to Article VII Section 1 above.

3. **Additional Mortgagee Protection.** Any mortgagee of a mortgage or a beneficiary of a deed of trust of the Property shall be entitled to the following rights and privileges:

a. Neither entering into the Agreement nor a breach of the Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage or deed of trust on the Property made in good faith and for value.

b. Any mortgagee receiving the notice referred to in Article VIII Section 2 above shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under the Agreement. If the default is of a nature which can only be remedied or cured by such mortgagee upon obtaining possession, such mortgagee shall seek to obtain possession with diligence and continuity through foreclosure, a receiver or otherwise, and shall thereafter remedy or cure the default or noncompliance within thirty (30) days after obtaining possession. If any such default or noncompliance cannot, with diligence be remedied or cured within such 30-day period, then such mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such default or noncompliance if such mortgagee commences cure during such 30-day period, and thereafter diligently pursues and completes such cure.

## ARTICLE IX

### 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 the 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 the 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, the 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 entire Agreement shall become void.

3. **Entire Agreement.** Except as the Agreement expressly refers to and/or incorporates other agreements between the City and Owner, the Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter of the Agreement. The 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 the Agreement must be in writing and signed by the appropriate agents of the City or of Owner.

5. **Amendments.** All amendments to the Agreement must be in writing signed by the appropriate agents of the City and Owner, in a form suitable for recording in the Official Records of San Diego County, California.

6. **Recording.** The City Clerk shall cause a copy of the Agreement to be recorded with the Office of the County Recorder of San Diego County, California within ten (10) days following the Effective Date. Upon the completion of performance of the 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.

7. **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 the Agreement.

8. **Incorporation of Recitals.** The Recitals set forth in Article I of the Agreement are part of the Agreement.

9. **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.

10. **Consent.** Where the consent or approval of a Party is required or necessary under the Agreement, the consent or approval shall not be withheld unreasonably.

11. **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, as amended.

12. **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 the 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 the Agreement.

13. **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 the Agreement and the satisfaction of the conditions of the Agreement. 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 the Agreement to carry out the intent and to fulfill the provisions of the Agreement or to evidence or consummate the transactions contemplated by the Agreement.

14. **Successors and Assigns.** Subject to Article III Section 2 above, the burdens of the Agreement shall be binding upon, and the benefits of the Agreement inure to, all successors-in-interest and assigns of the Parties.

15. **Time of the Essence.** Time is of the essence of the Agreement and of each and every term and condition hereof.

16. **Applicable Laws.** The Agreement shall be construed and enforced in accordance with the laws of the State of California. All statutory references are to California statutes.

17. **No Waiver of Existing Rights or Applicable Laws.** The 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.

18. **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.

19. **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**

The Agreement has been executed by the Parties as of the dates set forth below:

CITY OF ESCONDIDO

CITY OF ESCONDIDO

By: \_\_\_\_\_  
Sam Abed  
Its: Mayor

By: \_\_\_\_\_  
Diane Halverson  
Its: Clerk

LINDA D. PICKERING  
as trustee for the LINDA D. PICKERING FAMILY TRUST initially created February 25, 2009  
by Pacific Land Investors, LLC, a Delaware limited liability company, as attorney-in-fact

By: \_\_\_\_\_  
Its: \_\_\_\_\_

PEGGY L. LEHRKE  
As trustee for the PEGGY L. LEHRKE FAMILY TRUST initially created February 25, 2009  
by Pacific Land Investors, LLC, a Delaware limited liability company, as attorney-in-fact

By: \_\_\_\_\_  
Its: \_\_\_\_\_

(SIGNATURES ABOVE MUST BE NOTARIZED)

APPROVED AS TO FORM AND CONTENT:

CITY OF ESCONDIDO

By: \_\_\_\_\_  
Jeffrey R. Epp  
Its: City Attorney

LOUNSBERY FERGUSON ALTONA & PEAK, LLP

By: \_\_\_\_\_  
David W. Ferguson, Esq.  
Attorney for Pacific Land Investors, LLC



**Exhibit A**

**LEGAL DESCRIPTION**

Address: 2056 N. Ash Street

Real property in the unincorporated area of the County of San Diego, State of California,  
described as follows:

LOT(S) "M" IN BLOCK 418, BEING A SUBDIVISION OF BLOCK 418 AND 419 OF THE RANCHO  
RINCON DEL DIABLO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO  
THE MAP THEREOF NO. 1520 MADE BY J.M. GRAHAM, FILED IN THE OFFICE OF THE COUNTY  
RECORDER OF SAN DIEGO COUNTY, JANUARY 21, 1913.

APN: 224-142-01-00

**EXHIBIT B**

**ENTITLEMENTS**

1. Tentative Subdivision Map (Tract 13-0011), (the "Tentative Map"), by City Council Resolution No. 2014-128 on September 10, 2014, including grading exemptions.
2. Mitigated Negative Declaration (Tract 13-0011) ER ENV13-0015, certified by City Council Resolution No. 2014-128 on September 10, 2014.
3. Prezone for APN: 224-142-01-00, certified by City Council Resolution No. 87-01 on January 21, 1987 (Case No. 86-95-PZ).

**EXHIBIT C**

**AGREEMENT FOR COMPLETION OF IMPROVEMENTS**

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_, by and between the CITY OF ESCONDIDO, a municipal corporation, hereinafter referred to as "CITY," and \_\_\_\_\_ a \_\_\_\_\_ hereinafter referred to as "APPLICANT";

WHEREAS, APPLICANT proposes to construct a building, structure or development at \_\_\_\_\_ in the City of Escondido, County of San Diego, State of California, the "Project"; and

WHEREAS, certain public improvements are required to be constructed and/or installed in the streets and/or easements adjacent to the lot or parcel upon which such the Project is to be constructed or erected; and

WHEREAS, pursuant to the provisions of Ordinance No. 93-2 of the Escondido Municipal Code, it is necessary that certain public improvements as detailed in the plans and specifications on file with the City Engineer of the City of Escondido, the "Improvements", be constructed and/or installed as a condition of and prerequisite to final inspection and acceptance of the Project.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. APPLICANT hereby agrees, at its sole cost and expense, to furnish all labor, equipment and materials to construct the Improvements in a good workmanlike manner and in conformance with the approved plans and specifications on file with the City Engineer. APPLICANT agrees that the Improvements shall be completed within two years from the date of this Agreement. The Improvements shall be completed to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted by the CITY. The estimated cost of the Improvements is the sum of \$\_\_\_\_\_.

2. APPLICANT covenants that all Improvements shall be constructed in a manner that does not damage existing public property. Should any damage occur to public property, including, but not limited to, the Improvements in the public right-of-way as a result of APPLICANT or APPLICANT'S contractor performing construction, APPLICANT shall be responsible for repair or reconstruction of the public property. Such repair or reconstruction shall be at the APPLICANT'S sole expense and shall be completed to the satisfaction of the City Engineer.

3. The CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to APPLICANT or any other person for, and APPLICANT shall indemnify, defend, protect and hold harmless Indemnitees 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 (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by construction of the Improvements. The CITY shall not by its approval of the Project, or any part of it, or by entering into this Agreement, or by granting any permits concerning this Project or Improvements, be deemed an insurer or surety for the design or construction of the Improvements.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which APPLICANT has agreed to indemnify Indemnitees as provided above, APPLICANT, upon notice from the CITY, shall defend Indemnitees at APPLICANT'S expense by counsel acceptable to the CITY, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

If a court of competent jurisdiction determines that the CITY has acted with negligence with respect to anything covered in this Agreement, APPLICANT'S obligation to indemnify the CITY shall be limited by the provisions of California Civil Code Section 2782(b).

4. APPLICANT 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. 2001-01) 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 of the Project or the Improvements.

5. It is further agreed that APPLICANT will at all times, prior to CITY acceptance of the Improvements, give good and adequate warning to the traveling public of each and every defective and/or dangerous condition existing in the affected public rights-of-way and/or easements or any of them, and will protect the traveling public from such defective or dangerous conditions. It is understood and agreed that until acceptance of the Improvements, each of the affected public rights-of-way and/or easements not accepted as improved shall be under the charge of APPLICANT for the purposes of this Agreement. APPLICANT may, upon approval of the City Engineer, close all or a portion of any public right-of-way whenever it is reasonably necessary to protect the traveling public during construction of the Improvements. APPLICANT agrees that the provisions of Sections 3 and 4, respecting indemnification, are applicable to the obligations as set forth in this Section 5.

6. APPLICANT hereby agrees to pay for any inspection of streets and/or easements as may be required by CITY ordinances.

7. It is further agreed that APPLICANT shall file with the City Clerk at the time of signing this Agreement a good and sufficient bond or Instrument of Credit in an amount not less than the estimated cost of the Improvements, as specified above, for the faithful performance of the terms and conditions of this Agreement, including payment for all labor and materials furnished in connection therewith and the guarantee and warranty of the Improvements for a period of two years against any defective work or labor or defective materials furnished, and that should the sureties on the bond or either of them become insufficient, APPLICANT agrees to renew the bond with good and sufficient sureties within ten (10) days after receiving notice that the sureties are insufficient.

8. In lieu of filing a bond as provided above, APPLICANT may deposit with the City Clerk or with a responsible escrow agent, bank, savings and loan or trust company, a sum of money or other form of security acceptable to the City Attorney, not less than the estimated cost of the Improvements as above specified, together with instructions to the escrow agent or bank, savings and loan or trust company for the payment of such money, which instructions shall be subject to the approval of the City Attorney.

9. Upon mutual consent of APPLICANT and the City Engineer, the City Engineer may make such changes, alterations or additions to the plans and specifications for the Improvements as may be determined necessary and desirable by the City Engineer for the proper completion of the Improvements and no such changes, alterations or additions shall relieve the surety or sureties on any bond given for the faithful performance of this Agreement.

10. It is further agreed by and between the parties hereto that, in the event it is deemed necessary to extend the time of completion of the Improvements required under this Agreement, the extension may be granted by the CITY and shall in no way affect the validity of this Agreement, nor shall such extension release the surety or sureties on any bond given for the faithful performance of this Agreement. In accordance herewith, the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

11. It is further agreed by and between the parties hereto that the terms of this Agreement shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the above-described land or any part thereof.

**SIGNATURE PAGE FOLLOWS**

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

CITY OF ESCONDIDO

Date: \_\_\_\_\_ By \_\_\_\_\_  
City Manager

APPLICANT

Date: \_\_\_\_\_ By \_\_\_\_\_  
Authorized Signature

Address:  
\_\_\_\_\_

\_\_\_\_\_  
(SIGNATURES MUST BE NOTARIZED)

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

\_\_\_\_\_  
City Attorney

**EXHIBIT D**

**TERM SHEET**

1. **Background.** Developer Pacific Land Investors, LLC, seeks to acquire and improve several undeveloped tracts/subdivisions within the Stanley/Lehner Block and the Stanley/Vista Block as depicted on Exhibit E. Owners of the undeveloped property within the Stanley/Lehner Block and the Stanley/Vista Block seek separate development agreements with terms that spread the cost of the various improvements across all owners. Development agreements for Tracts 889 and 894 have been completed and recorded in the official records of the San Diego County Recorder. In addition to the Tract 889 and 894 properties, Developer envisions another 57 units, including those in SUB13-0003 and SUB13-0013 which were approved on 6-18-14, may be developed within the Stanley/Lehner Block and 40 units may be developed within the Stanley/Vista Block. Developer further envisions the possibility that all undeveloped properties within the Stanley/Lehner and Stanley/Vista Blocks will be developed at the same time. The 97 units to be developed shall be subject to cost sharing for the improvements described below. City seeks to ensure that the necessary public infrastructure improvements are made in a timely manner, even if the properties are not developed as one unit.

2. **Sale of Property.** Owner has entered into an agreement to sell the Property to Pacific Land Investors, LLC, ("PLI") and by letter dated November 18, 2013 on file with the City, has authorized Mark Ferraro of PLI to act on its behalf with respect to this Agreement.

3. **Owner Financial Contribution to Capital Improvement Projects.** Owner agrees to construct or financially support all mitigation measures, all improvements required as conditions of approval in the Escondido City Council Resolution approving the Property's Tentative Map and the following improvements based upon Escondido Design Standards and Standard

Drawings (Effective Date: April 2, 2014). All improvements shall be designed to satisfaction of the City Engineer and a performance bond posted for the improvements and agreement for completion of improvements, as provided in this Term Sheet. Owner will contribute the following funds which the City shall use to finance certain roadway and drainage improvements in the vicinity of the Project:

**a. North Broadway Deficiency Fee.** Owner shall pay the City \$12,500.00 per unit shown on the Project's approved Final Map prior to the City's grant of the first building permit for the Project.

**b. Stanley Water Line Reimbursement.** Owner shall pay THREE THOUSAND FIVE HUNDRED AND FIFTY-FIVE DOLLARS (\$3,555) per unit for the Property's proportionate share directly to BG LIHTC, LLC, a California limited liability company (or its assignee) or to such other owner within the Stanley/Lehner Block that constructs the twelve inch (12") water line along Stanley Avenue as described in the Development Agreement for Tract 889 between City of Escondido and BG LIHTC, LLC, a California limited liability company, recorded in the Official Records of the San Diego County Recorder's Office as Doc. No. 2014-0075897 on February 25, 2014. This reimbursement provision shall expire on January 10, 2024.

**c. N. Ash Street & Lehner Avenue Intersection Improvements.** Prior to the issuance of a building permit, Owner shall directly reimburse ONE THOUSAND TWO HUNDRED ELEVEN (\$1,211) per unit (\$69,000/57 units) planned under this Agreement to the owner of any tract or subdivision within the Stanley/Lehner Block who constructs the street improvements required prior to the 40th dwelling unit constructed in the Stanley/Lehner Block during the term of this Agreement. The City shall include a requirement in future development agreements for development of any property within Stanley/Lehner Block to reimburse the



owner who constructs the street improvements \$1,211 per unit for that property's proportionate share of the street improvements. The reimbursement provision shall expire ten years after the Effective Date.

**d. N. Ash Street. & Vista Avenue Intersection Improvements.** Prior to the issuance of a building permit, Owner shall directly reimburse Eight Hundred and Twenty-Five dollars (\$825) per unit (\$80,000/97 units) subject to this Agreement to the developer or owner of any tract or subdivision within the Stanley/Lehner Block who constructs the street improvements required prior to the 40th dwelling unit constructed during the term of this agreement. The City shall include a requirement in future development agreements for development of any property within Stanley/Lehner Block and the Stanley/Vista Block to reimburse the owner who constructs the street improvements \$825 per unit for that property's proportionate share of the street improvements. The reimbursement provision shall expire ten years after the Effective Date.

**e. N. Ash Street & Vista Avenue Intersection Future Traffic Signal.** Prior to the issuance of a building permit for the Project, Owner shall deposit with the City Two Thousand Two Hundred and Sixteen dollars (\$2,216) per unit subject to this Agreement, to be held by the City of Escondido for future reimbursement to the developer/owner who completes the traffic signal installation to the satisfaction of the City or County Engineer. The collected fund shall be disbursed upon acceptance of the traffic signal by the City of Escondido or County of San Diego. If not disbursed within ten years of the Effective date, the funds shall be transferred to the general fund of the City of Escondido.

**4. Owner Building Permit Pre-conditions.**

**a. N. Ash Street and Lehner Avenue Road Improvements.** Prior to the final inspection of the 40th dwelling unit in the Stanley/Lehner Block, constructed during the term of

this agreement by any developer or owner on any property within the Stanley/Lehner Block, Owner shall improve the intersection at N. Ash Street and Lehner Avenue, including dedicated turn lanes as described in section 13.2, Mitigation Measures, of the project's traffic impact analysis. All improvements shall be designed to satisfaction of the City Engineer and a performance bond posted for the improvements and agreement for completion of improvements, as provided in this Term Sheet. This improvement shall not include a traffic signal.

**b. N. Ash Street and Vista Avenue Road Improvements.** Prior to the final inspection of the 40th dwelling unit in the Stanley/Lehner Block, constructed during the term of this agreement by any developer or owner on any property within the Stanley/Lehner Block, Owner shall improve the intersection at N. Ash Street and Vista Avenue, including dedicated turn lanes as described in section 13.2, Mitigation Measures, of the project's traffic impact analysis. All improvements shall be designed to satisfaction of the City Engineer and a performance bond posted for the improvements and agreement for completion of improvements, as provided in this Term Sheet. This improvement shall not include a traffic signal.

**c. Ash Street Pedestrian Walkway.** Owner shall not obtain a building permit for the Project prior to either (a) the construction of a 4 foot wide pedestrian walkway on one side of Ash Street from Sheridan Avenue to Vista Avenue, or (b) Owner's design and submittal of a performance bond and an agreement for completion of improvements to construct the walkway. The walkway shall be designed to the satisfaction of the City Engineer and bonded prior to approval of Final Map and constructed prior to final inspection of project's last unit.

**d. Conway Drive Pedestrian Walkway.** Owner shall not obtain a building permit for the Project prior to either (a) the construction of a 4 foot wide pedestrian walkway on the east side of Conway Drive from Lehner Avenue to Rincon Avenue or (b) Owner's design and

submittal of a performance bond and an agreement for completion of improvements to construct the walkway. The walkway shall be designed to the satisfaction of the City Engineer and bonded prior to approval of Final Map and constructed prior to final inspection of project's last unit.

e. **Stanley Avenue Water Line.** Owner shall not obtain a building permit for the Project prior to either (a) the construction of a 12" water line along Stanley Avenue from the Property's western boundary to Conway drive or (b) Owner's design and submittal of a performance bond and an agreement for completion of improvements to construct a 12" water line along Stanley Avenue from the Property's western boundary to Conway Drive. The water line shall be designed to the satisfaction of Utilities Director and bonded prior to approval of Final Map and constructed prior to issuance of first building permit or as determined by the Utilities Director.

f. **Conway Drive Water Line** Owner shall not obtain a building permit for the Project prior to either (a) the construction of a 24" water line along Conway Drive from Lehner Avenue to Stanley Avenue or (b) Owner's design and submittal of a performance bond and an agreement for completion of improvements to construct a 24" water line along Conway Drive from Lehner Avenue to Stanley Avenue. The water line shall be designed to the satisfaction of Utilities Director and bonded prior to approval of Final Map and constructed prior to issuance of first building permit or as determined by the Utilities Director.

**5. City Financial Contribution to Capital Improvement Projects.**

a. **Water Line Upgrade.** If Owner constructs the 24" water line along Conway Drive from Lehner Avenue to Stanley Avenue the City will waive \$64,311.50 of the Project's water connection fees.

**b. Ash Street Public Benefits Reimbursement.** If Owner makes improvements to Ash Street as described in the Engineering Division Conditions, Street Improvement and Traffic, items 6, 7, and 8; the City will waive \$102,450 of the Project's N. Broadway deficiency fees.

**6. Substantial Conformance.** Parties anticipate the Stanley/Lehner Block will be graded and developed under one grading plan that may cover multiple tracts and consolidate multiple on-site detention basins into a single location. If requested by Owner, City shall not unreasonably withhold a finding of substantial conformance for a modified Tentative Map that facilitates this process provided the modified Tentative Map substantially conforms to the conditions of approval, adequate surety has or will be provided for the off-site drainage facilities and a Water Quality Technical Report for the revised grading design has been approved by the City Engineer. For purpose of determining the necessity of grading exemptions, interior property lines between the included tracts will be disregarded.

**7. Notice.** Addresses for Notice described in Article III, paragraph 7 of the Agreement are as follows:

To the City:  
City Clerk  
City of Escondido  
201 N. Broadway  
Escondido, CA 92025  
FAX (760) 741-7541

With Copy to:  
Jeffrey R. Epp, Esq.  
City Attorney  
City of Escondido  
201 N. Broadway  
Escondido, CA 92025  
FAX (760) 741-7541

To the Owner:

Pacific Land Investors, LLC  
Attn: Mark Ferraro  
111 Pacifica, Ste. 130  
Irvine, CA 92618  
FAX 949-789-0006

With copy to:

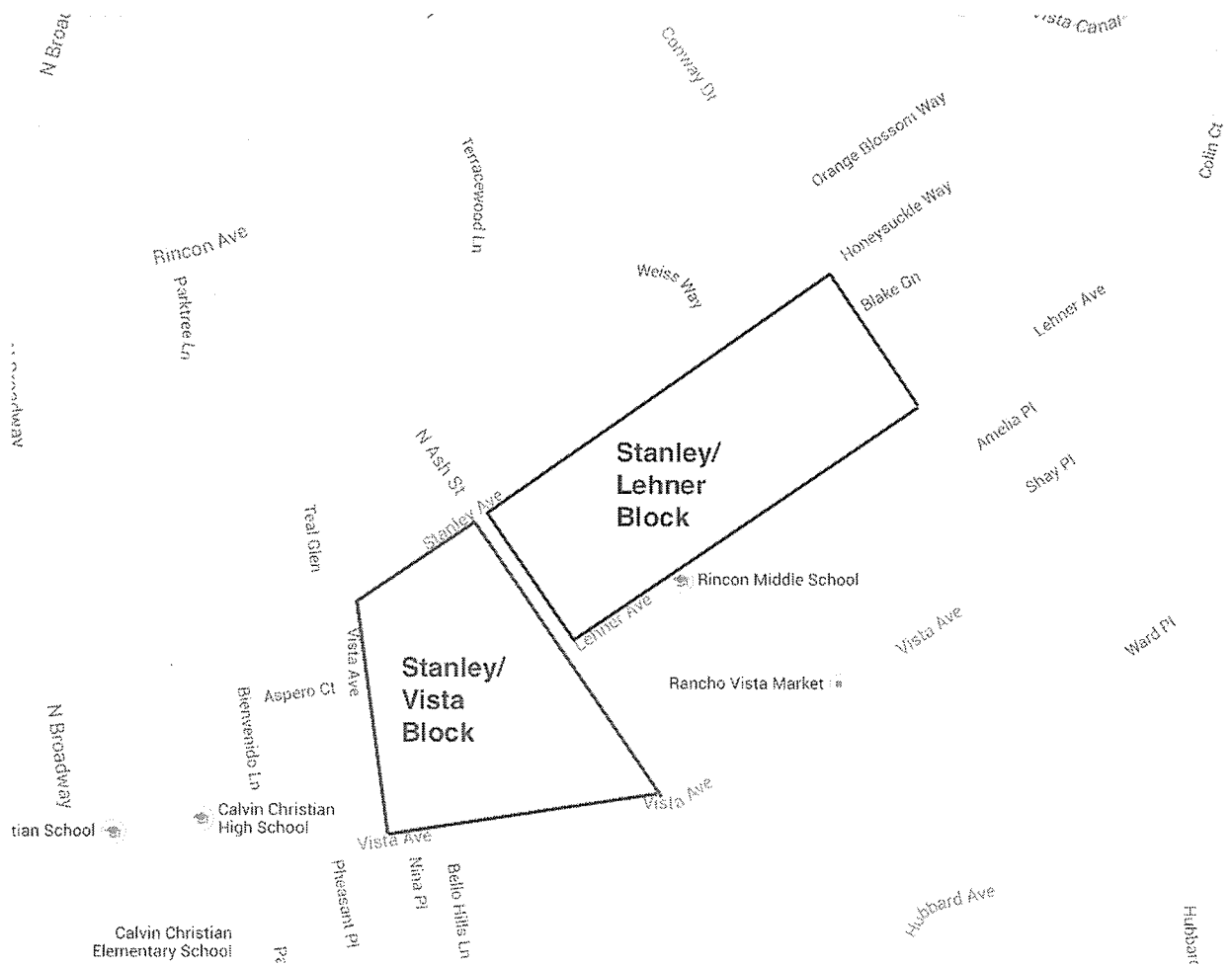
David W. Ferguson, Esq.  
Lounsbury Ferguson Altona & Peak, LLP  
960 Canterbury Place, Suite 300  
Escondido, CA 92025  
FAX (760) 743-9926

The addresses to which notices shall be sent may be changed by giving ten (10) days written notice of change of address in the manner set forth above.

END OF TERM SHEET

**EXHIBIT E**

**Stanley/Lehner Block and Stanley/Vista Block**



[GRAPHIC IMAGE NOT RECORDABLE]

## CITY COUNCIL

For City Clerk's Use:

APPROVED  DENIED

Reso No. 2014-134 File No. \_\_\_\_\_

Ord No. \_\_\_\_\_

**Agenda Item No.: 9**

**Date: September 10, 2014**

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Barbara J. Redlitz, Director of Community Development

**SUBJECT:** Appeal of a Planning Commission Decision to Deny a Conditional Use Permit and Extension of Time (PHG 14-0017)

### **STAFF RECOMMENDATION:**

It is requested that the City Council consider an appeal of a Planning Commission decision. The Planning Commission denied a Conditional Use Permit (CUP) to operate an unaccompanied youth care facility, at a site previously used for skilled nursing facility.

### **PLANNING COMMISSION DECISION:**

On June 24, 2014, the Planning Commission voted 7-0 to deny the proposed CUP. The Planning Commission also denied the applicant's concurrent request to extend the existing CUP approval for the skilled nursing facility on site that will expire on December 31, 2014 without further action. The Planning Commission adopted written findings in support of its decision on July 22, 2014.

### **PROJECT DESCRIPTION:**

This project seeks a Conditional Use Permit (CUP) to operate a 96-bed unaccompanied youth facility serving minors between 6 and 17 years of age. The existing structure totals 35,200 square feet and has operated as a skilled nursing facility that primarily treated elderly and partially ambulatory patients in the RE-20 (Residential Estates, 20,000 sq. ft. minimum lot size) zone. The unaccompanied youth facility would be operated by a private company, Southwest Key Programs (SWK), on behalf of the United States Department of Health and Human Services who is the applicant. The current appeal was filed by the American Civil Liberties Union, on behalf of SWK.

The decision being appealed also includes a request to extend the previously approved skilled nursing facility permit so the skilled nursing use could be automatically reactivated after the unaccompanied youth facility terminates its operation. The CUP extension would exempt the skilled nursing facility from new conditions resulting from any changes in local laws that have arisen since the granting of the CUP. However, the applicant has not provided any details suggesting a time period of exactly when the skilled nursing facility would re-open after SWK vacates the property or any reasons beyond exempting the facility indefinitely from changing conditions such as new stormwater regulations.

**LOCATION:**

Addressed as 1817 Avenida del Diablo (APN 235-180-32), the site is 2.31 acres, in the RE-20 (Residential Estates, 20,000 sq. ft. minimum lot size) zone, on the southern side of Avenida del Diablo, between West Valley Parkway and Del Dios Road. It is noteworthy that West Valley Parkway is considered a gateway to the community; it is the main road to the small rural community of Del Dios, and provides direct access to large commercial centers, public middle and high schools, as well as Interstates 5 and 15. North County Transit District maintains a bus stop with hourly service at the corner of West Valley Parkway and Avenida del Diablo, immediately adjacent to the facility, providing direct transportation between Solana Beach's Coaster rail station and Escondido's Transit Center.

The site is also adjacent to a public high school with an anticipated enrollment of 800 students. The school offers outdoor athletics and activities generating impacts for surrounding residents. Across the street from the site are three churches (between 100 and 350 feet away), which generate neighborhood traffic patterns commensurate with their religious activities also impacting surrounding residents. A fire station located 800 feet north of the site utilizes Avenida del Diablo, and West Valley Parkway (bordering the site) as a primary access route for emergency response.

**FISCAL IMPACT:**

General Fund fiscal impacts to date primarily involve extensive staff time from various City departments necessary to respond to numerous phone calls and emails generated by the project, which has exceeded all CUP applications in recent history. If an unaccompanied youth were to leave the facility unauthorized, local law enforcement would treat the situation as a 'missing child' case, which is considered a high priority alert and involves resources and personnel for conducting search efforts.

**GENERAL PLAN ANALYSIS:**

The subject site has a General Plan land use designation of Estate II, which allows 20,000 SF minimum lot sizes and a maximum density of two dwellings per acre. Properties in this designation are designed for larger detached single-family homes on large lots on the edge of urban development or in an area already characterized by an estate development pattern. Neighborhoods in the General Plan Estate designation involve mostly higher-income, owner-occupied private dwellings. As a general rule, commercial and governmental uses are not allowed in residential areas except through the very unique and special mechanism of a conditional use permit where it can be determined that the use and operating characteristics are compatible with the surrounding neighborhood and in response to services required by the community.

**ENVIRONMENTAL REVIEW:**

In accordance with CEQA Section 15301, "Existing Facilities," a Notice of Exemption was prepared for the proposed Conditional Use Permit and Extension of Time. It was determined that the proposed CUP and Extension of Time do not involve a physical expansion of the structure and would not impact the environment; therefore, the project is categorically exempt from CEQA.



**BACKGROUND:**

SWK approached staff in February 2014 with the intent of establishing up to four facilities in Escondido to accommodate up to 400 minors in various commercial properties. They asserted their proposed facility was a 'residential care facility,' which was a permitted land use in the General Commercial (CG) zone. Staff evaluated SWK's operating characteristics and determined that their facility operations were more aligned with a youth emergency shelter. In fact, SWK staff utilized the word 'shelter' multiple times in its written description to City staff when discussing the facility. Based on this information, and SWK's desire to locate their facility as a permitted use in the City, staff recommended that SWK evaluate properties in the City's Emergency Shelter Overlay, where such uses are permitted by right. SWK asked for and received a land use determination from the Director of Community Development. SWK then filed an application to appeal the land use determination.

In follow-up discussions, SWK representatives proposed that the unaccompanied youth facility could function on the project site as a 'Government Services' land use, which is conditionally permitted in residential zones and includes 'immigration protective care.' Uses classified as 'Government Services' for all levels of government (excluding correctional institutions) require a Conditional Use Permit (CUP) in the RE-20 zone. Examples of a government service use include administrative, judicial and operational centers such as a maintenance facility, and protective services such as police and fire stations. Staff agreed the proposed land use designation fit the hybrid description of the planned SWK activities, and SWK representatives subsequently withdrew their appeal of the Director of Community Development's previous land use determination.

In May 2014 the U.S. Department of Health and Human Services notified the City in writing that it was the applicant for the unaccompanied youth facility to operate its 'Government Services' use involving the proposed unaccompanied youth facility in the former skilled nursing facility. The letter identified SWK as the federal government's contractor "to provide the services that our office is mandated to provide Unaccompanied Alien Children (UAC)."

Interestingly, the application included a CUP Extension of Time for the former skilled nursing facility to be reactivated at such time that SWK vacated the site. However, while there appears to be a concern that the youth facility might be temporary, all analysis has been conducted on the basis that the facility would continue. Moreover, as indicated by the separate parts of the application, the applicant concedes that the two uses are different and require different analysis. Hence, they have applied for both a new CUP and continuation of the current CUP, even though to some extent this presents an internal inconsistency in their application.

SWK is a contractor for the federal government and operates other facilities around the nation including two small, 10- and 15-bed, shelters in Lemon Grove and El Cajon respectively at undisclosed locations. SWK currently has one other facility in northern California. The proposed facility would offer 24-hour services to unaccompanied minors in SWK's care who have entered the U.S. without an adult guardian.

The U.S. Department of Health and Human Service, Office of Refugee Settlement (HSS) has reported the number of unaccompanied children entering the United States averaged 6,775 per year between 2001 and 2011 but the number of unaccompanied children entering the U. S. in 2014 is expected to approach 60,000 in 2014. An accompanying Wall Street Journal article, dated August 13, 2014, reports that the federal government sent 3,909 unaccompanied children to sponsors in California during the first six months of this year. Approximately 75 percent of the unaccompanied children are male, and 24 percent of the children are under 14 years old.

HSS operates, under contract, about 150 shelters throughout the country. The majority have less than 50 unaccompanied minors. HHS indicates that on average unaccompanied minors are released from federal custody in 35 days. SWK relies on its federal contract to provide services but has provided no information regarding contingencies that would address a change in federal funding levels. SWK does operate facilities offering varying contract social services including residential treatment programs, alternative to detention programs, reentry and reintegration programs, juvenile alternatives to out-of-home placement programs, and mentoring programs for those in the juvenile justice system. There is no information in the application indicating why SWK chose Escondido for this particular facility.

SWK staff indicates that their contract involves reunifying unaccompanied minors in their care with family members or guardians living elsewhere in the U.S. SWK would also offer many other services to the youth during their stay including education, recreation, legal services, religious and medical services and other daily activities. Educational services would be provided by the San Diego County Office of Education's Juvenile Court and Community Schools program. Teachers would be provided to the facility where up to 6 hours of daily instruction would be administered to minors on-site. Legal and medical services would be provided on-site with assigned case workers who provide oversight. Medical issues that cannot be resolved on-site would necessitate minors being transported to Palomar Hospital for further treatment.

SWK representatives have indicated that recreational and religious services would be provided both on- and off-site. SWK would organize and conduct field trips for the youth to visit local churches and public parks for religious and recreational activities. Given the site's small area (2.3 acres) outside activities would be limited to reading, eating and quiet activities as there is no active recreational space on-site. The Planning Commission staff report includes a representative schedule of activities that SWK provides at a similar facility for unaccompanied minors.

### **CONDITIONAL USE PERMITS:**

Conditional Use Permits are authorized by the state Government Code, which identifies CUP's as "a mechanism for providing relief from the strict terms of a comprehensive zoning ordinance." Planning and Zoning law is silent with respect to the proper criteria to evaluate whether a CUP should be issued. Section 65901 of the State Government Code states that: "The board of zoning adjustment or zoning administrator shall hear and decide applications for conditional uses or other permits when the zoning ordinance provides therefor and establishes criteria for determining those matters..."

Escondido Zoning Code Article 61 (Sections 33-1200 through 33-1212) establishes the definition and process for considering Conditional Use Permits. Section 33-1200 states that "Conditional Use Permits...are uses which generally have a distinct impact on the area in which they are located, or are capable of creating special problems for bordering properties..." The Planning Commission has authority to "grant, conditionally grant or deny a Conditional Use Permit application...based on sound principles of land use" (Sec. 33-1201). CUP Findings the Planning Commission observes are outlined in Section 33-1203 which shall include conditions necessary and desirable to preserve the public health, safety and general welfare:

- (a) A conditional use permit should be granted upon sound principles of land use and in response to services required by the community;
- (b) A conditional use permit should not be granted if it will cause deterioration of bordering land uses or create special problems for the area in which it is located;
- (c) A conditional use permit must be considered in relationship to its effect on the community or neighborhood plan for the area in which it is to be located.

**PLANNING COMMISSION DISCUSSION:**

***JUNE 24, 2014, PLANNING COMMISSION MEETING:***

The Planning Commission decision was reached after a lengthy, crowded public hearing attended by more than 600 residents that garnered significant press attention. Many of the speakers at the Planning Commission treated the application and hearing to air perspectives and frustrations on national immigration and similar policy issues. Planning Commission Chairmen Weber repeatedly asserted that the Planning Commission's jurisdiction was limited to land use issues and comments regarding federal immigration policies, practices and procedures were beyond the scope of the public hearing.

Many speakers also raised legitimate land use issues that were of interest and concern to the Commission. Specifically, residents surrounding the proposed facility raised land use concerns including the amount of parking, traffic, noise, lack of outdoor play area, and security. The hearing provided the opportunity for more than 90 speakers to express views for over three hours regarding the suitability of the project. Planning staff noted the many pertinent concerns discussed as a result of the public's participation.

More than 40 written communications were also submitted to the Planning Commission prior to the public hearing, with the majority expressing opposition to the CUP. Many of the letters were from residents or businesses expressing concern with the burden on local services if the facility was approved, and the incompatibility of the facility with the surrounding neighborhood. Correspondence was received by the City from United States Representative Duncan Hunter, State Assemblymember Marie Waldron, and County Supervisor Diane Jacob, each addressing the broader public policy and land use issues associated with the purpose of this facility and advocated their opposition to the CUP.

Congressman Hunter's correspondence opposed the project and indicated that the City should not be asked to absorb burdens that come with the establishment of a facility needed due to a problem created by the federal government. He expressed concern regarding the length of the proposed lease, indicating that the federal government was not planning for temporary facilities. He also expressed that the proposed facility would not begin to address the large number of unaccompanied minors entering the country. He indicated that a more appropriate solution should be resolved through the federal government rather than disrupting Escondido with the impacts associated with this type of facility, including potential medical conditions, possible criminal affiliations, and a transient population.

State Assemblymember Waldron's correspondence expressed concerns with security, traffic, and health impacts to the surrounding neighborhood. She also indicated that, if approved, there would be no local control over the facility with any management and oversight being federal. She concluded that the underlying humanitarian reasons for the requested facility do not outweigh the extensive negative impacts on the neighborhood and the City.

County Supervisor Jacob directed a letter to President Obama, which was received by the City, conveying the County of San Diego's position regarding placement of unaccompanied minors in the community. The Board of Supervisors took action urging the administration to consider any and all appropriate federal facilities to house this population and to reimburse any local agency that is required to provide services. She indicated that the County has not received a formal plan to deal with unaccompanied minors that may be placed within the region. The County is concerned with the well-being of the children, but also concerned with the potential impact to services for local residents, that County resources will be exhausted and that federal reimbursement would be insufficient or non-existent.

After considering staff information and public oral and written testimony, the Planning Commission deliberated and fully discussed the staff presentation, supporting evidence and the public comments pertaining to legitimate land use concerns and then voted unanimously to deny the applicant's request. The item was continued until the next meeting on July 22, 2014, for staff to prepare proposed findings.

***JULY 22, 2014 PLANNING COMMISSION MEETING:***

Proposed Findings were made available on July 17, 2014, and were thereafter formally adopted by the Planning Commission on July 22, 2014. Staff outlined the Commission's four options: 1) approve the resolution, 2) approve the resolution with edits to be incorporated into the resolution, 3) deny the resolution with edits to be incorporated into the resolution, 4) vote to reconsider the CUP at a future public hearing.

More than 70 members of the public spoke at this meeting which lasted approximately 2 hours and attended by more than 500 residents. A majority of speakers expressed support for the facility and cited humanitarianism and compassion for at-risk children as reasons to approve the project, stating that sheltering them was provided for by federal law. Those opposing the CUP encouraged the Planning Commission to uphold its June 24th decision. There was little discussion or concern expressed by the public on the proposed CUP extension of time.

After hearing staff's presentation and public testimony, the Planning Commission determined that the CUP and extension of time would be incompatible with the existing neighborhood and that the facility/location was inappropriate based on CUP findings identified in the zoning code and outlined below, which are further elaborated. Within ten days of the resolution's effective date the American Civil Liberties Union filed this appeal.

*DECISION ON THE CUP's SOUND PRINCIPLES OF LAND USE:*

The Planning Commission acknowledged that although the subject area is residential in nature, there are several non-residential uses already located in the immediate vicinity of the project site involving three religious facilities, a public high school and fire station. One religious facility is located directly across Avenida del Diablo from the proposed facility, less than 100 feet from the site. Two additional religious facilities are located across Del Dios Road, approximately 100 feet and 350 feet to the east of the subject site. A fire station is located on West 11th Avenue approximately 800 feet northeast of the site. A public high school is located to the southeast of the site with facilities approximately 800 feet away.

The Planning Commission determined that the proposed facility for unaccompanied minors serving ages 6-17 would constitute a land-use intensification from the previous skilled nursing facility that primarily served elderly and non-ambulatory patients. Specifically, the residents' age difference/physical condition, the in-take of new residents, and onsite program activities were found to be more intensive than the previous use. The Commission cited concerns regarding the lack of adequate outdoor recreation space as commonly provided onsite for facilities serving children, appropriateness of the size of the site for the proposed use, and the sufficiency of on-site parking, particularly during shift changes.

Impacts from traffic and noise from busses and other vehicles, and the adequacy of security also were mentioned as potential issues. Further, that such a land use intensification would generate adverse noise, traffic and safety impacts on the surrounding neighborhood that would be magnified given the high concentration of non-residential uses in the immediate vicinity.

*DECISION ON THE CUP's RESPONSE TO SERVICES REQUIRED BY THE COMMUNITY:*

The Planning Commission determined that the facility would not serve Escondido residents or residents of nearby communities based on the applicant's description of youth served at the site as having no connection to the community. Additionally, correspondence was received by one national, one state, and one county policy maker (attached) who all cite serious public policy issues associated with the "need" for this facility and whether the community requires it.

Staff notes that allowing a use in a residential area should be accompanied by some evidence or documentation that there is a need for the facility either in the surrounding area or, at a minimum, in the community at large. For example, the currently authorized use accepted residents from the local hospital and other locations in the community, and residents of the community utilized the facility. In the present case, no evidence has been submitted thus far that this use will meet any need for these particular services. The use appears to be primarily to address certain federal level issues that are not necessarily relevant to the local community, and do not justify allowing a use that is not permitted as of right in this zone.

*DECISION ON THE CUP's CAUSE FOR DETERIORATION OF BORDERING LAND USES:*

In their discussion the Planning Commission commented that the site was too small for the proposed facility, and that it did not provide adequate outdoor recreation areas for the type of residents. They expressed that the neighborhood would be adversely impacted by noise if the facility were to be approved, as 96 active children would act much differently than 96 skilled nursing patients. While the applicant has emphasized that the numbers are the same and the uses are virtually the same, common sense indicates that 96 active teenagers will have a different physical impact on their surroundings than 96 skilled nursing patients. While staff has not considered an identical application such as this one, there is no doubt those impacts from facilities such as parks, schools, athletic fields, and other locations where children and teenagers frequent raise issues such as noise and impact on surrounding neighborhoods.

Planning Commissioners also stated there would be inadequate on-site parking based on the number of passenger vans SWK indicated they would maintain on-site, and that employee parking during shift changes would overlap and impact surrounding streets. While SWK did submit information regarding staffing levels during the unaccompanied youth facility's three 8-hour shifts, there was no information addressing the on-site parking demand/overlap generated by shift changes, or parking for the former nursing facility's staffing for comparison purposes.

*DECISION ON THE CUP's CREATION OF SPECIAL PROBLEMS FOR THE AREA:*

The facility is intended to serve a population that has garnered a high profile on the national agenda which, in itself, may contribute to special problems for the area, including increased traffic by interested people, crowds or visitors, increased levels of vandalism, or other demands for increased public services. Recent publicized events regarding unaccompanied minors have increased the likelihood that the proposed use will generate significantly more interest than the former residential care facility and could require a larger scale law enforcement presence to maintain the public safety in a residential community. Although original police department responses to this application did not raise these issues, much of the attention has arisen since the application was set for public hearing. The concerns about special problems for the area must be taken all the more seriously because of the residential nature of the surrounding area.

*DECISION ON THE CUP's EFFECT ON THE COMMUNITY IN WHICH IT IS TO BE LOCATED:*

In addition to the concern with land use issues mentioned above, the fact that the proposal is controversial may be considered to have created a special problem in the community. The involvement of policymakers, both local and national, the involvement of the American Civil Liberties Union, the significant outpouring of public input, the high levels of media coverage, and other aspects of this use have created a polarizing impact on the community.

*DECISION ON CUP EXTENSION FOR THE SKILLED NURSING FACILITY:*

The project includes a request for an extension of time for the CUP (pursuant to zone code section 33-1206) to allow the existing skilled nursing facility to be reactivated when the CUP for the unaccompanied youth care facility is terminated. The Planning Commission denied the Extension of Time request because there was no evidence to support extending the previously approved CUP, the timeframe for reinstatement was undetermined, and several similar residential care facilities are currently operating or under construction to meet current demand.

Zoning Code Section 33-1206 states that a CUP that has been abandoned or not used for twelve consecutive months shall become null and void. Operations at the existing skilled nursing facility were discontinued in December 2013, and the CUP for that facility will expire on December 31, 2014.

**RECOMMENDATION:**

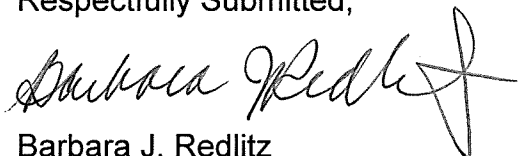
Staff recommends that the City Council consider the Planning Commission findings, as well as written and verbal comments from the public and elected officials pertaining to legitimate land use concerns in determining whether or not to grant the CUP. Staff will prepare a resolution containing the City Council's CUP Findings for consideration at a future City Council meeting. Planning staff recognizes that the public outreach effort and the public hearings have raised legitimate land use concerns that had not been addressed in the original analysis.

Separate from the decision on whether or not to grant unaccompanied youth facility CUP, the applicant also seeks to reverse the Planning Commission's decision to not extend the current residential care facility CUP. Granting a CUP extension for a skilled nursing facility, or other CUP for reactivation at some undetermined date in the future, in order to allow an interim use has never before been requested. Pursuant to Zoning Code Section 33-1206, abandonment or non-use of a CUP terminates a CUP unless an extension of time is granted.

The applicant informed staff that the unaccompanied youth facility would lease the former skilled nursing facility for 15 years (with subsequent one-year options). After closure of the unaccompanied youth facility the skilled nursing facility would need to comply with all state licensing requirements in order to be re-established. However, if the extension of time is granted, because the skilled nursing facility CUP would be 'grandfathered' during the operation of the unaccompanied youth facility, local codes applicable to the nursing facility would not be imposed after it re-opened.

As an alternative to a long-term extension of the skilled nursing facility CUP, and in consideration that the facility's floor plan and the site layout were designed for that specific use, another such facility would be appropriate for the site. Adequate on-site parking is available for the skilled nursing facility, as demonstrated by the facility which operated for many years with no known code enforcement violations. Factors such as the facility's design to serve a unique clientele and the fluctuating market demand for providing such services may warrant flexibility in extending the CUP approval for a limited time. The City Council may want to consider extending the skilled nursing facility for an additional two years (to expire December 31, 2016) to allow the owner to seek more appropriate tenants.

Respectfully Submitted,



Barbara J. Redlitz  
Director of Community Development



Jay Petrek  
Assistant Planning Director

City of Escondido  
City Clerk's Office



2014 AUG -1 PM 4:13 CITY OF ESCONDIDO

City Clerk  
201 North Broadway  
Escondido, CA 92025  
(760) 839-4617  
Fax: (760) 735-5782

FOR CITY USE ONLY	
CCLIS	Application Code(s)
4740	Fee (Non-Refundable)
459135	Receipt No.
8-1-14	Date Filed
	Council Hearing Date
PHG 14-	Planning Case File No.
0017	(if applicable)

**APPLICATION TO APPEAL A DECISION TO THE CITY COUNCIL**

Applicant: Southwest Key Programs Phone: 512.300.4129  
(Print)

Mailing Address: 6002 Jain Lane Austin, TX 78721  
(Street) (City) (Zip)

E-mail: arodriguez@swkey.org, davidloy@aclusandiego.org Fax: 512.462.2028

Legal Owner: Torrey Pines Development Group, LLC Phone: 858.592.4771  
(Print)

Property Address: 1817 Avenida del Diablo  
(Subject of Appeal)

Assessor Parcel Number: 235-180-32-00

Project Case Number (if appropriate): PHG 14-0017

Is legal owner aware of this application?  Yes  No

Justification for appeal (Use additional paper, if necessary):

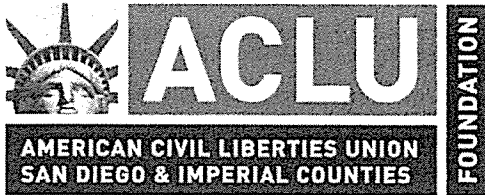
PLEASE SEE ATTACHED

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Distribution:  
Planning Division  
City Manager  
City Clerk  
Other \_\_\_\_\_  
Applicant

[Signature]  
Signature of Applicant  
8/1/14  
Date





PO Box 87131  
San Diego, CA 92138-7131  
T/ 619-232-2121 (Direct: 619-398-4496)  
F/ 619-232-0036  
www.aclusandiego.org

August 1, 2014

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

**APPLICATION TO APPEAL A DECISION TO THE CITY COUNCIL  
(Attachment)  
Project Case Number PHG 14-0017**

**Justification for appeal:**

The Planning Commission erroneously denied a conditional use permit (CUP) for Southwest Key Programs to operate a 96-bed unaccompanied youth care facility serving minors between 6 and 17 years of age on the subject property. The decision was not justified by the facts before the Commission, which show that (1) sound principles of land use support granting the CUP, (2) the facility would serve the community, (3) the facility will not cause deterioration of bordering land uses or create special problems for the area in which it is located, and (4) the facility is compatible with surrounding properties and the local community. As explained below, the Commission's findings and concerns are not substantiated by the facts.

1. Sound principles of land use

Sound principles of land use favor approving Southwest Key's application for a CUP. The property was previously used by Palomar Health as a skilled nursing facility. Palomar Health closed the facility in August 2013. Since that time, the property has been vacant. Contrary to the Planning Commission's findings, Southwest Key's use of the site would not change the residential character of the neighborhood or create any concerns regarding traffic, parking, security, or noise. In fact, Southwest Key would improve the neighborhood by taking over a vacant property and preventing it from deteriorating, to the benefit of the surrounding area and the City as a whole.

a. Residential character

As described in the staff report to the Planning Commission on June 24, 2014, the site is surrounded by “a Sikh religious facility and single-family residences” on the north side, “Del Lago Academy High School” on the south, and “single-family residences” to the east and west. Previously, the site was “used as a residential care facility ... for more than 30 years.” Staff noted that although “an unaccompanied youth care facility is not the same use as a skilled nursing facility ... there are certain similar operational characteristics. The proposed SWK facility would have the same number of residents as the previous skilled nursing facility,” and it would provide “daily living services” to youth, “similar to the previous use.” Accordingly, the proposed facility would not be “out of character for the neighborhood,” and the residential character of the neighborhood would not be altered by converting the site to an immigrant youth shelter. Indeed, the neighborhood would be improved if Southwest Key took over a currently vacant site, preventing it from becoming an eyesore due to decay or vandalism.

b. Traffic

The staff report raised no concerns about traffic, noting “[t]he project takes access” from two roads, “Avenida del Diablo and Del Dios Road.” The maximum number of staff on site at any given time would be 40, with no indication that access to the property is insufficient to handle that number. Also, an immigrant youth shelter would generate less traffic than the previous use, as unaccompanied minors would have few if any visitors, unlike the residents of a skilled nursing facility. According to the Notice of Exemption attached to the staff report, “[t]he proposed project would not substantially increase the number of daily vehicle trips to the site nor impact vehicular circulation on or around the site.”

c. Parking

As the staff report notes and the Commission did not dispute, the site contains 53 parking spaces, “including 12 ADA accessible spaces.” Although staff noted that “12 vans will be parked on the site” for transportation to offsite activities such as recreation, leaving 41 available spaces, the staff report concluded “the parking provided on the site would be adequate because the residents would not be driving, there would be few visitors to the site, and the largest number of employees at the site at one time is 40 during the day shift.” To the extent there are concerns regarding “the parking required for on-site medical, dental, education, or social worker staffing,” as the Commission contended, the Commission failed to consider that the concerns could be addressed through a condition on the permit that would require Southwest Key to keep fewer vans on the site, or some other appropriate restriction.

d. Security

Neither the planning staff nor the police department raised any security concerns. As noted in response to a request for comments attached to the staff report, the police department stated, “No apparent law enforcement concerns at this time.” The report itself noted, “The Police

Department has expressed no concern regarding the proposed development and their ability to continue to provide service to the site.” In an email to planning staff, the police chief asked only that the property be “fully fenced” and for “a single point of contact that has ultimate authority should we have a problem on the property or with the unaccompanied minors.” The staff report noted that Southwest Key would comply and proposed “six-foot-high decorative tubular steel fencing on the site.” As the report stated, Southwest Key’s “experience with other similar facilities ... indicates that the frequency of unauthorized departures is less than 1% of total residents.” In fact, as Southwest Key informed planning staff by email on March 4, 2014, “Out of approximately 9,000 children served by SWK in its unaccompanied minor programs last year, only 0.004% left any of its programs without authorization to do so.” As a result, the Commission had no plausible basis for its assertion that “the proposed fencing for the site appears inadequate for the anticipated security needs of the proposed facility.”

e. Noise

The staff report raised no concerns about noise. According to staff, “On-site activities will primarily occur indoors, outside areas will be limited to eating, studying or other quiet activities; no active recreation, loudspeakers would be permitted.” Outdoor recreation would take place in nearby “local parks and public school spaces.” As a result, it is unlikely that an immigrant youth shelter would generate significant levels of noise compared to the previous use. The Commission therefore had no factual basis to justify concerns about noise generated by the proposed facility.

f. Size of site

Inexplicably, the Commission found the “proposed site is too small for the proposed use,” with “too many people” in “too small a space,” without any reason to believe the staff and resident population would be greater than the previous use. Indeed, as the staff report noted and the Commission did not dispute, the proposed facility “would have the same number of residents as the previous skilled nursing facility.”

g. Recreation

Without explanation or supporting evidence, the Commission asserted that Southwest Key’s plan to provide outdoor recreation at “neighboring parks or local schools ... does not appear credible” and “would have a negative impact on resident use of the same facilities.” There is no reason to believe Southwest Key cannot arrange for appropriate outdoor recreation offsite or that such recreation would interfere with use by others. In the unlikely event of potential conflict, the problem could easily be remedied with a condition that such recreation be scheduled when others are not using the facilities. For example, use of parks could be scheduled during school hours, or use of school facilities when school is closed.

h. Assurances and site plan

Inexplicably, the Commission stated “the assurances made by the applicant were insufficient” and “the site plan is inadequate.” Southwest Key worked closely with planning staff to respond to their concerns and those of the community, providing detailed information and assurances, including but not limited to answers to specific questions attached as Exhibit G to the staff report as well as recommendation letters from the Mayor of Youngtown, Arizona, where another Southwest Key facility is located, and the San Diego County Office of Education, which contracts with Southwest Key for educational services.

As the Mayor of Youngtown wrote, “we thoroughly vetted the organization and principals involved .... All feedback and investigation results were positive. There were no complaints from neighbors of existing facilities in other cities.” The Youngtown facility, located in a former nursing home, “quickly became a good neighbor and a valued addition to the community ... with staff and clients quietly going about their mission of providing temporary housing for immigrant children.” The Mayor concluded, “I would heartily recommend the organization to any municipality being considered for a facility location.”

2. Service to community

Contrary to the Commission’s assertion, the proposed facility would in fact serve the community by (a) preventing a vacant site from deteriorating, (b) creating over 100 new jobs for local residents, and (c) infusing over \$8.5 million into the local economy. Though residents of the previous skilled nursing facility may have been “less ambulatory” than children who would stay in the proposed facility, there are abundant “active outdoor recreation areas” available nearby. The proposed facility is no more “out of character” for the neighborhood than a nearby school. Indeed, it is denying the CUP that would have “a negative impact on the community” by allowing a disused and deteriorating facility to remain “at a gateway to the City.”

3. Bordering land uses

The proposed facility would not cause any deterioration of bordering land uses or create any special problems for the surrounding area.

a. Hours of operation

Though the Commission was correct that the facility will have “24 hour per day operation,” neither the size of the staff nor the “turnover of minors” will have any “negative impact on the residential character” of the surrounding neighborhood.” As Southwest Key explained in Exhibit G to the staff report, it would “conduct all intakes in the building,” and at no time would there be “any adolescents standing in line outside the building waiting for an intake.” The majority of intakes “occur during traditional business hours 9am-5pm,” and Southwest Key is willing to accept “a restriction on intakes from 9pm to 7am ... should the City require it.”

Moreover, the Planning Commission cited no reason to believe the staff of the proposed facility would be any larger than that of the previous use.

b. Traffic and associated activities

As discussed above, there are no facts to support the Commission's finding that "the traffic and associated activities" or "the proposed off-site services" for residents of the Southwest Key facility "would adversely affect the bordering residential land uses."

c. Interaction with local students

Again, the Commission cited no facts and stated no reason to believe that "96 unaccompanied minors when combined with students from Del Lago Academy would adversely affect the bordering residential land uses." As the staff report explained and the Commission did not dispute, residents would not leave the facility unless "accompanied by a staff member(s)," and "SWK has a regimented weekly and daily schedule for residents." Because residents would not leave the facility without escort by staff members and would follow a strict schedule for "meals, classes, homework, recreation, and bed time," there is no reason to believe they would adversely impact the neighborhood.

d. Quality of life; noise, traffic, and parking

As explained above, there are no facts supporting the Commission's contention that the proposed facility would result in any significant "increase in noise and traffic" or would suffer a "lack of adequate onsite parking." Indeed, the proposed facility would likely generate less traffic than the previous use, as the residents would receive no visitors nor would there be ambulances routinely coming and going to transport patients, unlike the previous use. To the extent there might be a limited amount of "overflow parking on surrounding local streets," there is no reason to believe that would present a significant problem. As a result, the proposed use would not "diminish the quality of life for established uses in the area."

e. Offsite recreation

The Commission cited no facts to support its assertion that at "other facilities providing care for children," outdoor recreational activities "would typically be accommodated onsite when providing care for a large group of children." It is just as likely that other similar facilities provide outdoor recreation offsite. In any event, as discussed above, there is no reason to believe that Southwest Key's use of offsite facilities for outdoor recreation would create any problems for the community.

f. Non-residential use

The Commission cited no facts or reasons to believe the proposed use would be "more intensive" than the previous use or that it would "affect the suburban character of the established

residential neighborhood.” As already explained, the proposed facility would have the same number of residents as the previous use, and the children would remain indoors, following a regimented schedule of education and other activities, except for scheduled outdoor recreation that would not adversely affect the community. Indeed, to allow the property to remain vacant and subject to deterioration would create the precise effects the Commission purportedly wishes to avoid.

g. Security

Ignoring the City’s police department and police chief, the Commission wrongly contended the “operational and security measures ... are inadequate.” As discussed above, the proposed facility presents no valid security concerns. Given the extremely low rate of unauthorized departures from similar facilities—0.004 percent—the likelihood of “potential increase in demand for local police services” is so remote as to be virtually meaningless.

4. Compatibility with surrounding properties

For the reasons already discussed, the facts do not support the Commission’s assertion that the proposed use would be “more intensive” than the previous use or that it would have adverse “impacts on the surrounding neighborhood related to traffic, parking, noise and security.” The proposed use is entirely “compatible and consistent with the surrounding neighborhood.”

**CONCLUSION**

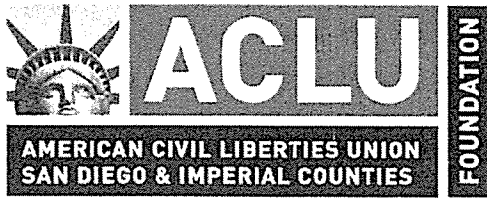
For the foregoing reasons, the City Council should approve Southwest Key’s application for a CUP to operate the proposed facility at 1817 Avenida del Diablo.

Respectfully submitted,



David Loy  
Legal Director  
Attorney for Southwest Key





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San Diego, CA 92138-7131  
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F/ 619-232-0036  
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August 1, 2014

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

Re: Application to Appeal a Decision to the City Council  
Project Case No. PHG 14-0017

Dear City Clerk:

As attorney for Southwest Key Programs, I am submitting the enclosed Application to Appeal a Decision to the City Council, signed by me as Southwest Key's attorney, together with a check for the filing fee of \$1,740.

Please call me at 619.398.4496 if you have any questions. Thank you for your time and attention to this matter.

Sincerely,

David Loy  
Legal Director



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U.S. NEWS

# Central American Migrant Wave Tests Schools

## *Districts Grapple With Cost, Integration Challenges as Enrollment Spikes*

By ARIAN CAMPO-FLORES and MIRIAM JORDAN

Aug. 13, 2014 6:22 p.m. ET

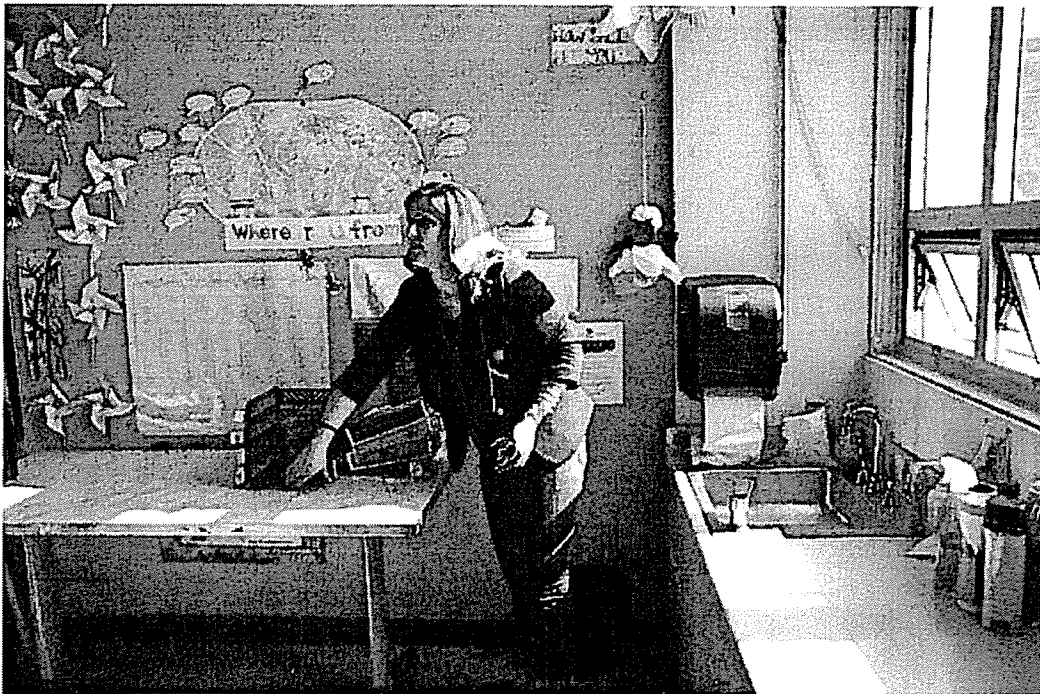
As an influx of Central American migrant children await immigration proceedings and settle in the U.S., pressure on schools is increasing. WSJ's Arian Campo-Flores discusses on Lunch Break with Tanya Rivero. Photo: Talia Herman for The Wall Street Journal

Public schools around the country are returning from summer break to face a challenge: integrating and paying for the influx of migrant children who have streamed across the Mexican border this year.

The children, mostly from Central America, are those who have been released to sponsors—usually parents or relatives—while they await immigration proceedings that could take years to complete. As a result, they are settling in communities throughout the U.S., from large metropolitan areas such as New York to small cities like Grand Island, Neb.

The numbers are substantial. More than 37,000 children who crossed the border unaccompanied by parents were placed with sponsors between Jan. 1 and July 31, according to the U.S. Department of Health and Human Services. The states that received the most children were Texas, with 5,280; New York, 4,244; and California, 3,909.

Because the children generally lack English skills, have often received limited schooling and may have suffered emotional trauma, they present schools with a host of needs that could strain resources.



Julie Kessler, principal of San Francisco International High School, is preparing for an influx of immigrant students from Central America. *Talia Herman for The Wall Street Journal*

With the new academic year already under way or soon to start, education officials around the country mostly have struck a welcoming tone. "We have both a legal and moral obligation to teach these kids," said Alberto Carvalho, superintendent of Miami-Dade County Public Schools.

Many public schools, which must enroll children regardless of their immigration status, already have seen enrollment spikes of these recently arrived youngsters. In the Los Angeles Unified School District, a special assessment center that evaluates such children experienced a 24% increase in Salvadorans and a 21% increase in Guatemalans last school year, compared with the previous one.

The Houston Independent School District reported a 49% increase over the past two years in recently arrived children from a group of regions that includes Central America. Last year, the district enrolled 910 new students from El Salvador, Honduras and Guatemala, and it expects hundreds more this year.

While schools are accustomed to absorbing migrant children, this wave presents some distinct challenges. Many children from Central America have witnessed murder and some

# WSJ Radio

Arian Campo-Flores joins WSJ This Morning's Gordon Deal.

00:00 | 08:22



Hillary Clinton, Barack Obama 'Hug It Out' on Martha's Vineyard

2014 Polls: Senate, Governors, More

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have been victims of abuse and rape, which has left them with psychological scars.

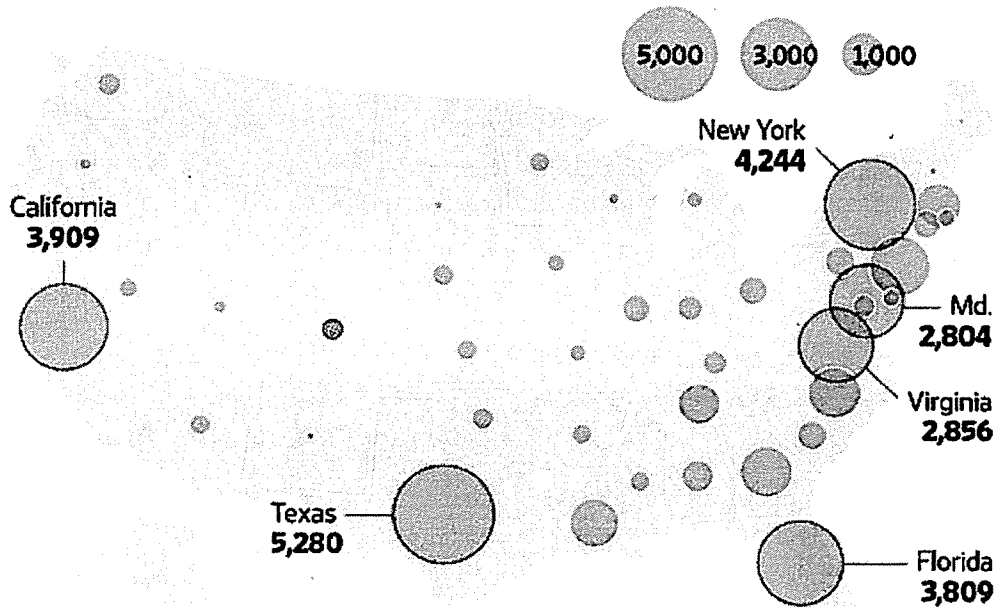
"We have some really traumatic stories," said Patricia Chiancone, an outreach counselor at Maryland's Prince George's County Public Schools, where new enrollment by children believed to be unaccompanied migrants jumped to 175 last school year from 65 two years earlier. She cited one case of a high-school-age brother and sister who fled Central America on their own after their mother and younger sister were killed by a gang.

In addition, many of the children have gone long stretches without any schooling. At Dalton Public Schools in Georgia, where newly arrived Central American minors began trickling in last school year, "there were 16-year-olds who really had not been in school since first or second grade," said Caroline Woodason, assistant director for student support for the district.

## In America

While they await immigration proceedings, many minors caught attempting to cross U.S. borders are settled with relatives or other sponsors. Their education is testing the resources of school systems.

Unaccompanied minor migrants released to sponsors, Jan. 1-July 31, '14



Source: Office of Refugee Resettlement

The Wall Street Journal

Such students often require a variety of services, including subsidized meals, English-language instruction, tutoring and psychological counseling, said Mr. Carvalho, of the Miami-Dade district. He said his district enrolled 300 new Central American children in the final quarter of the last school year and is preparing for hundreds more this fall.

While some districts say they can handle the new arrivals with existing resources, others are concerned about a potential financial hit. "I don't think we can handle it without hiring additional personnel," said James Meza Jr., superintendent of Louisiana's Jefferson Parish Public School System, which has a sizeable Honduran population. "It will be somewhat of a stress point."

In Miami-Dade, the additional services will cost the district an estimated \$2,000 more per pupil, Mr. Carvalho said. As a result, the county school board passed a resolution in June to request additional federal funding. The request is pending.

"If the federal government is going to make an investment to increase Border Patrol and the number of officials interviewing children, there ought to be an investment to address the additional cost of teaching them," Mr. Carvalho said.

The Council of the Great City Schools, a Washington, D.C.-based organization that represents urban school districts around the country, has been pressing the Obama administration and Congress for additional funding. "We're trying, but so far, without much luck," said executive director Michael Casserly.

Education Secretary Arne Duncan recently told reporters that the administration is "trying to figure out how we can be flexible and responsive to superintendents so they can better serve these children when they're hitting school." He said potential funding sources that could be tapped include money allotted for migrant students, homeless kids and special education.

Schools occasionally have resisted enrolling such students, said Kimberly Haynes, director of children's services at Lutheran Immigration and Refugee Service, which has numerous programs to help unaccompanied minors. In some cases, she said, attorneys for the children have had to escort them to schools to ensure they were enrolled.

U.S. Rep. Lamar Smith (R., Texas) says U.S. schools are being unfairly overburdened. "It is a shame that states and communities across the country now face the possibility of increased demand on already-overcrowded classrooms," Mr. Smith said. "Regrettably, American taxpayers will be asked to foot the bill."

Still, districts anticipating new enrollees are preparing in numerous ways. The Dalton school system created a Newcomer Academy housed on an existing high-school campus that will aim to transition the youngsters into a mainstream school within six months to a year. Classes will focus on English literacy, reading and mathematics.

The Internationals Network for Public Schools, a group of 19 public high schools in New York, California and the Washington, D.C., area that specialize in educating immigrant children, is developing networks of legal and social-service providers to respond to the particular needs of unaccompanied minors. That population now makes up roughly 5% to 10% of the organization's New York schools and more than 20% of its San Francisco school, said president Claire Sylvan.

The Miami-Dade district has a plan similar to previous ones directed at waves of Cuban and Haitian immigrant children. Among its provisions are the creation of reception centers to process students and conduct academic and health assessments, and the deployment of additional counselors and social-service workers to schools that need them.

The true impact of the current wave of unaccompanied youth on school systems won't become clear until classes are well under way. But "make no mistake," Mr. Carvalho said, "they will arrive."

**Write to Arian Campo-Flores at [arian.campo-flores@wsj.com](mailto:arian.campo-flores@wsj.com) and Miriam Jordan at [miriam.jordan@wsj.com](mailto:miriam.jordan@wsj.com)**

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**Jay Petrek**

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**From:** Gerald Tink Reaster <tink@tinkweb.com>  
**Sent:** Thursday, August 28, 2014 9:24 AM  
**To:** Sam Abed; Robin Ekblad; Olga Diaz; Michael Morasco; Marie Waldron; Jay Petrek; ed gallo; Ed Gallo; Bill Martin; Cory Moles  
**Subject:** Hearing set on shelter for unaccompanied (ILLEGAL) minors, Escondido City Council to discuss site proposal planning panel rejected

**I WILL BE THERE ON SEPT. 10 TO SUPPORT AND  
OPPOSE THE HOUSING OF "ILLEGAL IMMIGRANTS" IN  
ESCONDIDO, WILL YOU?**

**I THINK WE DO NOT NEED A "DETENTION FACILITY" IN  
OUR CITY!**

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The number of unaccompanied minors from Central America crossing into the United States may have slowed over the past couple months, but that won't affect a push to open a center in Escondido to house immigrant children, a proponent of the plan said this week.

The Escondido City Council will hold a hearing Sept. 10 on the proposal, which was rejected by the city's Planning Commission in late June. The commission said the planned site wasn't a good fit for the center, but critics — including the San Diego chapter of the American Civil Liberties Union — said they believe the decision was based on discrimination.

The ACLU filed an appeal to the council on behalf of Southwest Key, the company that would run the shelter for the U.S. Department of Health and Human Services. David Loy, legal director of the ACLU's San Diego chapter, said his group will keep fighting for the center because there aren't many other suitable sites in the county, and also as a matter of principal.

"This is an issue that has been arising not only in Escondido but around the country where either local residents or a local government exhibit unfounded hostility and bias toward immigrant youth housing and sometimes it is necessary to take a stand and fight back against hostility, discrimination and bias," Loy said.

City officials said the commission's decision was based only on land-use issues, not on larger immigration concerns cited by some residents who opposed the project.

"We heard a lot of overwhelming testimony about other things, but they weren't pertinent to our decision," commission Chairman Jeff Weber said in an interview with U-T San Diego last month.

Mayor Sam Abed, who made numerous public comments before and after the Planning Commission's vote about the federal government's failure to deal with the immigration issue, said at a town hall meeting Wednesday that the city is handling the shelter process correctly.

"I am the mayor and I have my First Amendment (rights) to express my opinion any time." he said. "My concern is with the ACLU interfering with that decision. The decision that comes to the council on Sept. 10 is about land use. I talked about immigration publicly. I talked about the ACLU's involvement in our city ... but I did not say I would vote this way or that way for the appeal."

The move to add a new shelter in San Diego County was in the works long before federal officials began scrambling to open emergency centers across the country to house thousands of unaccompanied minors who have crossed into the United States over the past year fleeing violence and poverty in Central America. From October 2013 through July, the Border Patrol has taken into custody almost 63,000 unaccompanied minors and nearly the same number of adults traveling with children — far more than in any previous year, officials said.

The surge in crossings now appears to be slowing — the number dropped by 50 percent in July from the prior month, and last week the Obama administration quietly backed away from plans to add more emergency shelters.

In an email Wednesday, Kenneth Wolfe, a spokesman for the Department of Health and Human Services, didn't address specific questions about the center planned in San Diego County. But he said such shelters are "consistently quiet and good neighbors in the communities where many have operated for years" and that the impact of the centers on local communities is minimal.

If the Escondido council denies the appeal — a decision that, under law, must be based on whether the facility would be compatible with the site — Southwest Key will decide how to proceed, Loy said.

He said there are several options and that filing a lawsuit is one that's being strongly considered.

"We're prepared to see it through to whatever conclusion we need to see it through for," Loy said. "This is about enforcing the law that requires us to treat (these children) with compassion and decency."

Another option could be pursuing a different location in the city, perhaps one of three motels near Mission Avenue and Centre City Parkway, Loy said. Escondido's planning staff had already rejected those locations, but that could be revisited.

Southwest Key operates about two dozen shelters throughout the nation, including two small ones in Lemon Grove and near El Cajon. In 2011 the group reported \$61 million in federal grants, records show, and that number jumped to \$95 million last year.

<http://www.utsandiego.com/news/2014/aug/27/immigration-escondido-shelter-children/>

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"We are fast approaching the stage of the ultimate inversion: the stage where the government is free to do anything it pleases, while the citizens may act only by permission; which is the stage of the darkest periods of human history, the stage of rule by brute force."

Ayn Rand

Congressmen

<http://www.contactingthecongress.org/>

Representatives

<http://www.house.gov/representatives/find/>

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California Legislature Members of the Assembly

**CASE NUMBER:** PHG 14-0017

**APPLICANT:** U.S. Department of Health and Human Services

The 2.31-acre project site is located on the southern side of Avenida del Diablo, between Valley Parkway and Del Dios Road, addressed as 1817 Avenida del Diablo (APN 235-180-32)

**TYPE OF PROJECT:** Conditional Use Permit and Extension of Time

**PROJECT DESCRIPTION:** A Conditional Use Permit (CUP) for Government Services to operate a 96-bed unaccompanied youth care facility serving minors between 6 and 17 years of age, within an existing 35,200 SF building in the RE-20 zone. The facility would be operated by Southwest Key (SWK), on behalf of the United States Department of Health and Human Services. The applicant is proposing to install six-foot-high decorative tubular steel fencing and will be required to construct a solid cover over the existing trash enclosure; no other new construction or exterior modifications are proposed. The project also includes an extension of time for the existing skilled nursing residential care facility CUP allowing it to be reactivated when the CUP for the unaccompanied youth care facility is terminated. The proposal also includes the adoption of the environmental determination prepared for the project.

**STAFF RECOMMENDATION:** Receive testimony and approve, conditionally approve, or deny the CUP request.

**GENERAL PLAN DESIGNATION:** Estate II (2 du/acre maximum)

**ZONING:** RE-20 (Residential Estates, 20,000 SF minimum lot size)

**BACKGROUND/SUMMARY OF ISSUES:**

"Governmental services" (all levels of government including immigration protective functions, but excluding correctional institutions) is identified as a conditionally permitted use in the RE zone. The applicant is requesting a Conditional Use Permit (CUP) for governmental services to operate a 96-bed youth care facility that would temporarily shelter unaccompanied minors under the protective care of the U.S. government. The request includes the ability to preserve/extend the existing skilled nursing facility CUP for reactivation by the property owner at a future date when the lease for unaccompanied youth care facility expires.

A Conditional Use Permit was approved on the subject site for the construction and operation of a 31,000 SF, 96-bed intermediate care facility in 1981 (81-193-CUP). Several revisions to the CUP were approved over the next few years however the number of patient beds remained constant. The CUP revisions involved converting the use to a skilled nursing facility in 1986 (86-123-CUP), an expansion to add 2,000 SF to the building as well as add 23 parking spaces in 1987 (87-36-CUP), and construction of a temporary, 1,200 SF office building in 1989 (88-122-CUP). An administrative approval was granted in 1991 to construct an approximate 1,000 SF addition. The CUP request for the current proposal includes extending the conditions of the skilled nursing facility to re-open and operate under the previously approved CUP upon closure or abandonment of the youth care facility (Exhibit "C").

The previous owner of the site (Palomar Pomerado Health Systems) has entered escrow to sell the property and Southwest Key (SWK) is proposing to lease the site from the new owners. SWK ([www.swkey.org](http://www.swkey.org)) is a contractor for the U.S. Department of Health and Human Services (HHS), Office of Refugee Resettlement (ORR). SWK proposes to use the existing 35,200 SF facility for a 24-hour, live-in youth care facility to provide daily living services to a maximum of 96 minors at a time, ranging in age from 6 to 17 years.



According to the U.S. Department of Health and Human Services thousands of unaccompanied minors, primarily between the ages of 14-17 from Central American countries, travel to the United States each year. The reasons for entering the country vary, including violence or poverty in their home country, and/or a desire to find work to support family members. Many unaccompanied minors end up in the care and custody of the U.S. government. The Department of Health and Human Services (Office of Refugee Resettlement) contracts with Southwest Key (SWK) a non-profit organization that operates several services for children and families, including an Unaccompanied Minor Program.

SWK states that the mission for their Unaccompanied Minor Program involves "reunifying unaccompanied immigrant children with their families while providing shelter and services in a nurturing and therapeutic environment." Minors in SWK's program are provided temporary shelter and services, including education, case management, counseling, legal, recreation and medical services while they await reunification with relatives and/or resolution of their legal case. Typically, the length of stay in the shelter is approximately 10-60 days. SWK caseworkers work closely with the Office of Refugee and Resettlement, the Bureau of Immigration, Customs Enforcement, pro-bono attorneys and the client's family to facilitate the re-unification process.

A total of 90 staff would be employed on the subject site, including 40 from 8 am to 4 pm, 30 from 4 pm to 12 am, and 20 from 12 am to 8 am. The ratio of staff members to minors would range from 1:2.5 during the day to 1:5 during the overnight hours. Staff members include case managers, nurses, teachers, cooks, and clinicians. The annual operating budget for the proposed facility is approximately \$6-7 million dollars. Annual employee salaries for this facility range from \$27,000 for cooks and youth care workers to \$70,000 - \$80,000 for the Assistant Program Director and Director. SWK operates other similar facilities throughout the southwestern United States, including two smaller facilities in San Diego County. A letter from the Mayor of Youngtown, AZ discussing his community's positive experience with a local SWK facility is attached to this report as Exhibit "E."

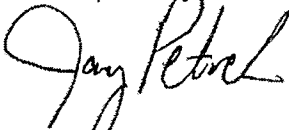
**STAFF RECOMMENDATION:**

Staff recommends that the Commission receive testimony and approve, conditionally approve, or deny the request based on the totality of information provided at the meeting. Alternative CUP Findings of Fact have been written (Exhibit "A"). Conditions of Approval are proposed if the Planning Commission determines that the CUP should be conditionally approved (Exhibit B). The Planning Commission's decision is considered final unless appealed to the City Council within 10 days of action.

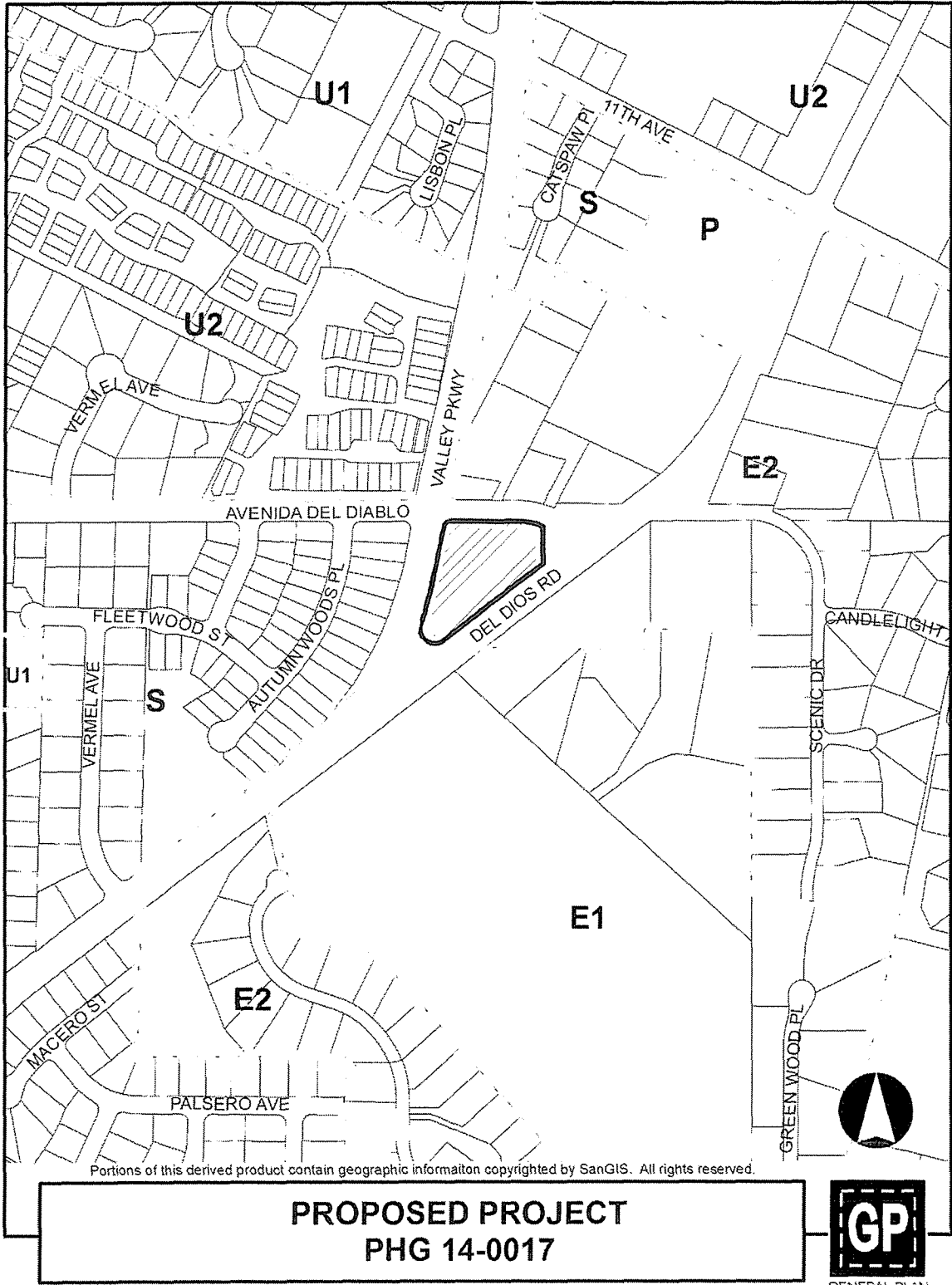
Staff feels that the issues are as follow:

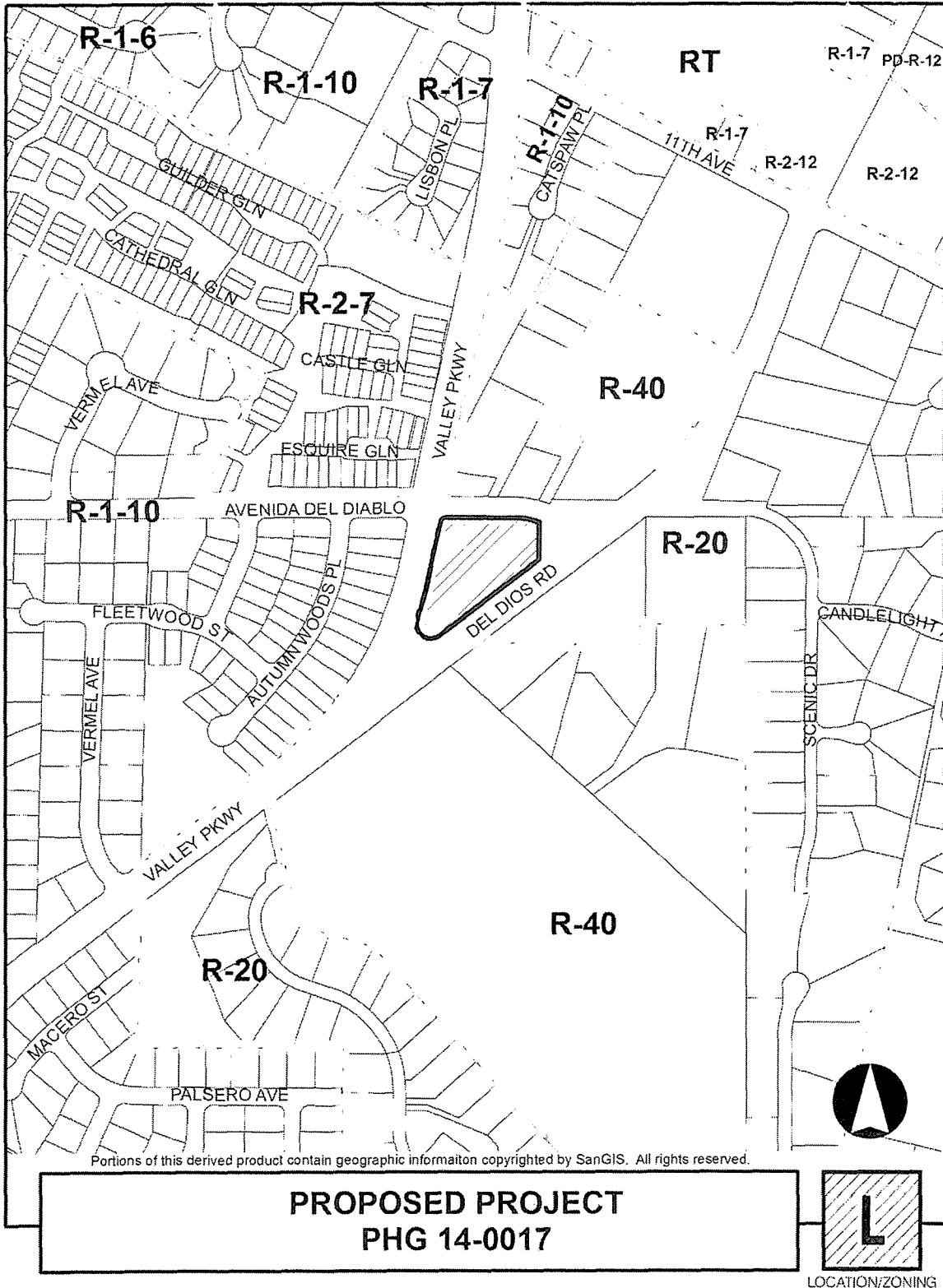
1. Whether the site is appropriate for use as an unaccompanied youth care facility.
2. Whether the existing Conditional Use Permit for a residential care facility should be suspended or extended and permitted to be used in the future.

Respectfully Submitted,

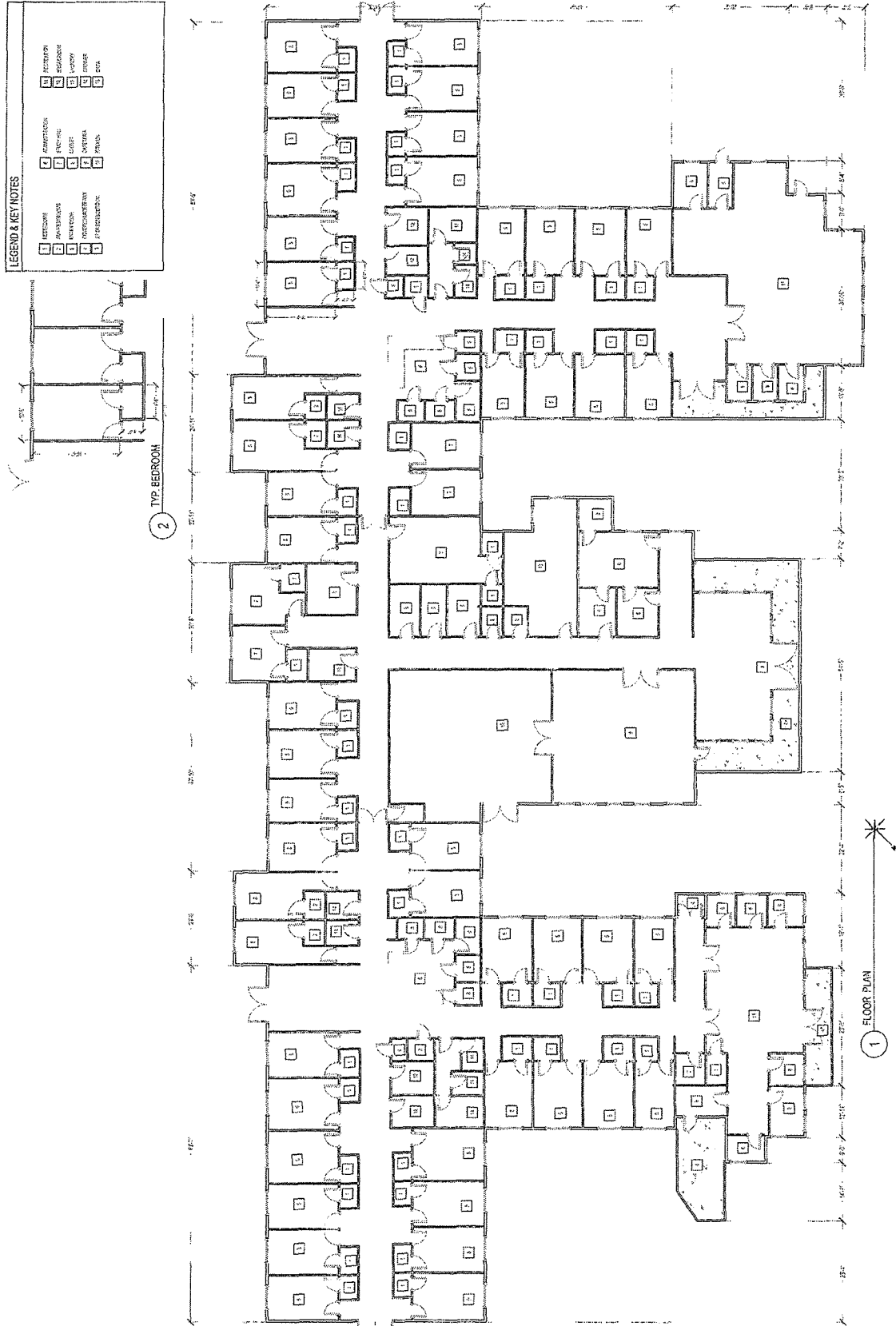


Jay Petrek, AICP  
Assistant Planning Director







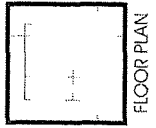


**LEGEND & KEY NOTES**

	RECEPTION		RECEPTION
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	RECEPTION		RECEPTION

2 TYP. BEDROOM

1 FLOOR PLAN



**PROPOSED PROJECT  
PHG 14-0017**

## ANALYSIS

### A. LAND USE COMPATIBILITY/SURROUNDING ZONING

- NORTH - RE-20 zoning (Residential Estates, 20,000 SF minimum lot size) – On the northern side of Avenida del Diablo is a Sikh religious facility and single-family residences on lots ranging in size from approximately 0.5 acre to over 4 acres. The nearest residence is approximately 150 feet away, across Avenida del Diablo.
- SOUTH - RE-40 zoning (Residential Estates, 40,000 SF minimum lot size) – Del Lago Academy High School is located to the south of the project site, on the other side of the Del Dios Road. The nearest residence is approximately 180 feet away, across Del Dios Road.
- EAST - RE-20 and RE-40 zoning – Scattered single-family residences are located to the east of the site, on the eastern side of Del Dios Road, on lots ranging in size from approximately 1 acre to 3 acres. The nearest residence is approximately 180 feet away, across Del Dios Road.
- WEST - R-1-10 zoning (Single-family residential, 10,000 SF minimum lot size) – West of the project site, on the western side of Valley Parkway, are single-family residences on lots approximately 7,500 SF in size. The nearest residence is approximately 200 feet away, across Valley Parkway.

### B. AVAILABILITY OF PUBLIC SERVICES

1. Effect on Police Service – The Police Department has expressed no concern regarding the proposed development and their ability to continue to provide service to the site. The Police Department requests that a contact person and phone number be provided 24 hours a day, seven days a week, to resolve any issue with the residents or the facility that may arise, and supports providing fencing for the facility.
2. Effect on Fire Service – The Escondido Fire Department has indicated their ability to continue adequately serving the proposed project site with respect to day-to-day fire suppression and EMS services. The site is served by Fire Station No. 6 (1735 Del Dios Road), which is located approximately 600 feet from the site. The property is within the seven and one-half minute Quality of Life Standard response time specified for urbanized areas in the General Plan. The proposed use is not expected to contribute any increases in demand or create significant impacts on fire services.
3. Traffic – The project takes access from Avenida del Diablo and Del Dios Road. Del Dios Road is unclassified in the City's Circulation Element and currently terminates in a cul-de-sac at the property. Avenida Del Diablo is classified as a Local Collector. The majority of traffic would enter the site via the existing driveway on Avenida del Diablo, which provides access to the majority of parking spaces and the main entrance to the building. Secondary access for emergency vehicles and deliveries is provided from Del Dios Road. A total of 53 parking spaces are provided on-site, including 12 ADA accessible spaces.
4. Utilities – City sewer and water mains with sufficient capacity to serve the project are available within the adjoining streets. No expansions of existing facilities are proposed. The project would not materially degrade the levels of service of the public sewer and water system.
5. Drainage – The project site is not located within a 100-year Flood Zone as indicated on current FEMA maps. There are no significant drainage courses within or adjoining the property. No grading or site modifications are proposed in conjunction with the project. Runoff from the site enters existing on-site or adjacent drainage facilities. The project does not materially degrade the levels of service of the existing drainage facilities.

### **C. ENVIRONMENTAL STATUS**

1. A Notice of Exemption was issued on June 10, 2014, in accordance with California Environmental Quality Act (CEQA) Section 15301 (Existing Facilities).
2. In staff's opinion, no significant issues remain unresolved through compliance with code requirements and the recommended conditions of approval.
3. The project will have no impact on fish and wildlife resources as no sensitive or protected habitat occurs on-site or will be impacted by the proposed development.

### **D. CONFORMANCE WITH CITY POLICY/ANALYSIS**

#### General Plan

The General Plan land use designation on the subject site is Estate II, which allows 20,000 SF minimum lot sizes and a maximum density of 2 dwellings/acre. The designation accommodates detached single-family homes on large lots on the edge of urban development or in an area already characterized by an estate development pattern. Other similar residential uses as well as Governmental Services are customarily permitted in residential zones with a Conditional Use Permit when conditioned to meet the underlying zone and related restrictions and when compatible with surrounding properties.

#### Whether the Site is Appropriate for the Proposed Use

The existing facility on the site has been used as a residential care facility (Palomar Continuing Care Center) for more than 30 years. City staff determined that, based on the description of the proposed unaccompanied youth care facility, the proposed use is more consistent with a boarding house or shelter rather than a skilled nursing or residential care facility. Since the proposed operator of the facility is a contractor for the U.S. Department of Health and Human Services, the use is classified as "Government Services," which requires a Conditional Use Permit.

While an unaccompanied youth care facility is not the same use as a skilled nursing facility, and a new Conditional Use Permit is required, there are certain similar operational characteristics. The proposed SWK facility would have the same number of residents as the previous skilled nursing facility, with each of the 48 bedrooms having double occupancy for a total of 96 residents. The minors of the proposed residential facility are not considered detainees but are residents of the facility which provides daily living services to them, similar to the previous use. On-site activities will primarily occur indoors, outside areas will be limited to eating, studying or other quiet activities; no active recreation, loudspeakers would be permitted.

Southwest Key staff act as parental authorities; minors are constantly supervised, whether inside or outside of the facility. The ratio of youth to staff range from 2.4:1 (8 am – 4 pm), 3.2:1 (4 pm – midnight), 4.8:1 (Midnight – 8 am). The minors would primarily arrive at the facility in small groups from other areas, including out-of state. The 'check-in' registration for new residents would be limited to 7:00 am – 9:00 pm. And all registration activities would occur indoors. The minors are roomed together according to age and gender, with the younger children separated from the older ones and all residents separated by gender. According to the population in the facility at any time, room assignments may be re-arranged.

Most services will be provided on-site, although the residents are always accompanied by a staff member(s) when they leave the facility. Off-site services may include religious services, medical or dental appointments, and educational or recreational field trips. SWK collaborates with the San Diego County Office of Education (SDCOE) to provide all education on-site (also see attached letter from SDCOE, Exhibit F). The children are also provided with medical and mental health screenings. Recreational activities are also provided, including physical activity and sports, English classes, crafts and games.

The proposed facility includes bedrooms with bathrooms, two interior recreation rooms, a central kitchen and cafeteria, individual study halls, a laundry area and administrative offices for staff. The recreation areas will include opportunities for games, arts and crafts, vocational classes, a computer lab and small gym. Larger recreational activities could include use of local parks and public school spaces. SWK has a regimented weekly and daily schedule for residents at an existing facility, including consistent wake-up times, meals, classes, homework, recreation and bed time. A sample of this schedule (Exhibit "D") is included, and a similar schedule would be developed for this site.

The Police Department reviewed the proposal and expressed a concern about the potential unauthorized departure of minors. They support securing the facility and request Southwest Key provide a 24/7 direct contact to the Police Department in case of any issues with the property or its residents, which is a condition of approval. Southwest Key's experience with other similar facilities that they operate throughout the southwestern United States indicates that the frequency of unauthorized departures is less than 1% of total residents.

The applicant is proposing six-foot-high decorative tubular steel fencing on the site in order to provide better security and keep residents from wandering off the site. The fencing is proposed along the southern (Del Dios Road) property line, in addition to other key areas that include some landscaped areas and paved patio areas. This will allow some secured outdoor areas for quiet activities. The applicant proposes some the fencing to be green vinyl-clad green chain link with slats. However, if approved, staff feels that all proposed fencing should be of tubular steel due to the visibility of the site, the residential nature of the surrounding area, the stability of the material, and consistency with other on-site fencing (Condition 11).

#### Conformance with Zoning Code Development Standards

The maximum building height in the RE zone is 35 feet and the existing structure is approximately 17 feet in height. The site was zoned R-1-10 (Single Family Residential; 10,000 SF minimum lot size) when the CUP was first approved and constructed in the 1980s. The structure does not conform to all of the setback requirements of the existing RE-20 zone, which are 25 feet (front yard), 10 feet (side yards) and 20 feet (rear yard). The frontages on Avenida del Diablo and Valley Parkway have been determined to be front yards, while the Del Dios Road frontage is a rear yard. The existing building meets all setbacks of the RE zone, except along the Valley Parkway frontage, where the setback is 22 feet rather than the required 25 feet. The only proposed exterior modifications are new six-foot-high fencing, which will conform to zoning requirements and a required cover over the existing trash enclosure. No other additions or modifications to the site plan or building are proposed. In addition, no exterior lighting or new signage is proposed.

#### Adequate Parking

Fifty-three parking spaces are on the site, including 12 accessible spaces. Thirty-eight spaces are located in the main parking lot on the north side of the site. Vehicles arriving and departing the facility to drop off and pick up minors are conditioned to primarily use the northern parking lot adjacent to Avenida del Diablo. Article 39 of the Zoning Code (Off-Street Parking) requires one parking space per three beds for children's homes and other similar uses. The shelter's 96 beds which would require a minimum of 32 total parking spaces. Applying the parking requirement for an emergency shelter (one space per three beds plus one space for each employee at the peak time) would not be appropriate since the residents of the proposed facility will not have vehicles or be able to drive. Vans accommodating eight passengers are used to transport the children and for emergency/evacuation, and approximately 12 vans will be parked on the site. Staff feels that the parking provided on the site would be adequate because the residents would not be driving, there would be few visitors to the site, and the largest number of employees at the site at one time is 40 during the day shift.



Concerns raised by area residents

The proposal has generated interest and concern from surrounding residents. Several comment letters have been received, which are included in the staff report. Three issues have been consistently raised regarding:

- a) Concern that the intake/processing of minors may occur during early morning or late evening and that some entry processing may occur outdoors causing a disruption for the surrounding neighborhood.
- b) Concern regarding the general health of some minors arriving at the facility and the potential of air-borne illnesses impacting the surrounding area.
- c) Concern that the facility may dramatically expand its occupancy in order to address a national crisis without further local discretion.

Staff forwarded these concerns to the applicant who has provided a response (see Exhibit "G")

Whether the Existing Conditional Permit for a skilled nursing facility should be suspended and permitted to be used in the future

Zoning Code Section 33-1206 specifies that when a conditional use permit is abandoned or terminated for a period of twelve consecutive months, the permit shall terminate, unless an extension of time is granted by the Planning Commission. The residential care/skilled nursing facility being operated by Palomar Pomerado Health Systems closed in December 2013, and the CUP would expire in December 2014. The current owner of the site has expressed an interest in using the site for a residential care facility in the future when the lease with SWK expires. The lease between the property owner and SWK is for five years with available extensions, so it is not certain when the owner would reactivate the CUP as a residential care/skilled nursing facility but would be required to update the facility as required for state licensing.

If the Planning Commission approves the Unaccompanied Youth Care Facility staff feels it is appropriate to allow the current CUP to reactivate in the future, because the interior of the building is specifically designed as a residential care facility, adequate parking is already provided, and any new State licensing requirements would be applied. Additionally, there have been no ongoing code enforcement issues, violations or complaints on the property related to the use as a skilled nursing facility.

SWK, as the government contractor operating the facility, does not propose any interior building modifications. Once SWK, or a subsequent government contractor operating the site, vacates/abandons the site the property owner would be allowed to again utilize the previously approved Conditional Use Permit, subject to all previous conditions in addition to any State requirements that are required at that time. The conditions of the previous Conditional Use Permits are included as Exhibit "C" to this staff report.

## SUPPLEMENT TO STAFF REPORT/DETAILS OF REQUEST

### A. PHYSICAL CHARACTERISTICS

The project site is located on the southern side of Avenida del Diablo, between Del Dios Road and Valley Parkway. The site has been previously developed with a residential care facility and associated off-street parking spaces. Existing access to the site is via driveways from Avenida del Diablo and Del Dios Road. Del Dios Road terminates in a cul de sac just past (south of) the site. The site is fairly level, sloping up slightly towards the east. Vegetation on the site consists of mature, ornamental trees and shrubs and some grass areas. There is no native habitat remaining on the site. The site is mostly surrounded by single-family residences on medium-size to large-size lots, a religious facility and a public high school.

### B. SUPPLEMENTAL DETAILS OF REQUEST

1. Property Size: 2.31 acres
2. Number of Lots: One existing lot
3. Building size: 35,200 SF main structure (existing), 1,000 SF detached storage building (existing)
4. Number of residents: Maximum of 96
5. Number of employees: Approximately 90 total  
8 am - 4 pm: 40 employees  
4 pm - 12 am: 30 employees  
12 am - 8 am: 20 employees
6. Hours of Operation: 24 hours/day
7. Grading: None proposed
8. Landscaping: All existing landscaping is to remain.
9. Building Colors/Materials: Existing Spanish Architecture: white stucco walls, red concrete tile roof. Black tubular steel fencing.
10. Project Fencing: The applicant proposes new 6-foot-high fencing in key locations to secure the site, including a combination of black tubular steel and green chain link with slats. The project is conditioned to provide only tubular steel fencing where fencing is proposed.
11. Signage: No signage is proposed. The existing signage is proposed to be removed.

**C. CODE COMPLIANCE ANALYSIS**

	<u>Required RE-20 Zone</u>	<u>Existing</u>
1. Setbacks:		
Front:	25 feet	
Valley Parkway		22 feet
Avenida del Diablo		38 feet
Rear (Del Dios Road):	20 feet	20 feet
2. Parking:		41 Regular spaces
	<u>(1 space per 3 beds)</u>	<u>12 Handicap accessible spaces</u>
	32 total spaces required	53 total spaces existing
3. Building Height:	35 feet	17', One story
4. Floor Area Ratio	0.5 maximum	.36

**FINDINGS OF FACT  
PHG 14-0017  
EXHIBIT "A"**

Conditional Use Permit

1. Granting the proposed Conditional Use Permit for a "Government Services" unaccompanied youth care facility at this location would/would not be based upon sound principles of land use and is/is not in response to services required by the community because the proposed youth shelter proposes housing and services for minors with no family in the area until their residency/legal cases are resolved. The proposed project would/would not diminish the quality of life for the area because the operational characteristics of the proposed project are/are not compatible and consistent with the surrounding neighborhood.
2. The proposed use for a "Government Services" unaccompanied youth care facility at this location would/would not cause a deterioration of bordering land uses and would/would not create special problems in the area in which the facility is located regarding potential noise, traffic, safety, health and general welfare concerns given the operational characteristics of the proposed use which is determined to be/not to be in character with bordering land uses.
3. The proposed Conditional Use Permit for a "Government Services" unaccompanied youth care facility at this location has been considered in relationship to its effect on the surrounding neighborhood and has been determined to be/not to be compatible with immediate surrounding properties that primarily include single family residential uses and taking into account the concentration of other non-residential uses in the neighborhood involving a church, public high school and fire station.

**CONDITIONS OF APPROVAL  
PHG 14-0017  
EXHIBIT "B"**

**Planning Division Conditions**

1. The developer shall be required to pay all development fees of the City then in effect at the time and in such amounts as may prevail when building permits are issued, including any applicable City-Wide Facilities fees.
2. All construction and grading shall comply with all applicable requirements of the Escondido Zoning Code and requirements of the Planning Division, Engineering Division, Building Division, and Fire Department.
3. The legal description attached to the application has been provided by the applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.
4. All requirements of the Public Art Partnership Program, Ordinance No. 86-70, shall be satisfied prior to building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.
5. All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting) of the Escondido Zoning Code. All outdoor lighting shall be provided with appropriate shields to prevent light from adversely affecting adjacent properties or streets.
6. As proposed, a minimum of 53 striped parking spaces shall be provided in conjunction with this development, and maintained at all times. Said spaces shall be double-striped and dimensioned per City standards. The striping shall be drawn on the plan or a note shall be included on the plan indicating the intent to double-stripe per City standards.
7. Parking for disabled persons shall be provided (including "Van Accessible" spaces) in full compliance with Section 1129B (Accessible Parking) of the California Building Code, including signage. All parking stalls shall be provided with six-inch curbing or concrete wheel stops in areas where a vehicle could reduce minimum required planter, driveway or sidewalk widths.
8. An inspection by the Planning Division will be required prior to issuance of and certificates of occupancy. Items subject to inspection include, but are not limited to parking layout and striping (double-stripe), identification of handicap parking stalls and required tow-away signs, lighting, landscaping, fencing, trash enclosure cover(s) as well as any outstanding condition(s) of approval. Improvements should be installed prior to calling for an inspection, although preliminary inspections may be requested. Contact the project planner at (760) 839-4671 to arrange a final inspection.
9. Trash enclosures must be designed and built per City standards, and permanently maintained. All trash enclosures (including existing trash enclosures) shall meet current engineering requirements for storm water quality, which includes the installation of a decorative roof structure. Solid metal doors shall be incorporated into the trash enclosure. A decorative exterior finish shall be used. All trash enclosures must be screened by landscaping as specified in the Landscape Ordinance, including shrubs and/or vines. All trash enclosures shall be of sufficient size to allow for the appropriate number of trash and recyclable receptacles as determined by the Planning Division and Escondido Disposal, Inc.
10. The colors, materials, uses and design of the project shall conform with the plans, exhibits, details, references and conditions contained in the staff report to the satisfaction of the Planning Division.
11. Six-foot-high fencing shall be located on the property as shown on the attached exhibits and shall be constructed of black tubular steel, wrought iron, or other decorative material to the satisfaction of the city. No chain link fencing shall be located on the site.

12. No signage is approved as part of this permit. All proposed signage associated with the project must comply with the City of Escondido Sign Ordinance (Article 66, Escondido Zoning Code). A separate sign permit shall be required prior to the installation of any signs.
13. All new utilities shall be underground.
14. All rooftop equipment must be fully screened from all public view utilizing materials and colors which match the building.
15. The City of Escondido hereby notifies the applicant that the County Clerk's office requires a documentary handling fee of \$50.00 in order to file a Notice of Exemption for the project (environmental determination for the project). In order to file the Notice of Exemption with the County Clerk, in conformance with the California Environmental Quality Act (CEQA) Section 15062, the applicant should remit to the City of Escondido Planning Division, within two working days of the final approval of the project (the final approval being the hearing date of the Planning Commission or City Council, if applicable), a certified check payable to the "County Clerk" in the amount of \$50.00. The filing of a Notice of Exemption and the posting with the County Clerk starts a 35 day statute of limitations period on legal challenges to the agency's decision that the project is exempt from CEQA. Failure to submit the required fee within the specific time noted above will result in the Notice of Exemption not being filed with the County Clerk, and a 180 day statute of limitations will apply.
16. This CUP shall become null and void unless utilized within twelve months of the effective date of approval.
17. All project generated noise shall comply with the City's Noise Ordinance (Ord. 90-08) to the satisfaction of the Planning Division.
18. This CUP authorizes operation of an unaccompanied youth care facility for a maximum of 96 unaccompanied minors at any one time on any given day. If the facility exceeds 96 unaccompanied minors at any time it shall be in violation of this CUP which shall be grounds for revocation.
19. This item may be referred back to the Planning Commission upon recommendation of the Director of Community Development for review and possible revocation or modification of the Conditional Use Permit upon receipt of nuisance complaints regarding performance of the operation of the facility and/or non-compliance with the conditions of the project approval.
20. All vegetation shall be maintained in a flourishing manner, and kept free of all foreign matter, weeds and plant materials not approved as part of the landscape plan. All irrigation shall be maintained in fully operational condition. The existing landscaped area at the corner of Avenida del Diablo and Del Dios Road shall continue to be maintained.
21. The name e-mail and phone number of a responsible party shall be identified to the Police Department and Planning Division prior to opening of the facility and shall be updated as necessary. The responsible party or parties shall be available 24/7 to address issues with the site or the residents.
22. The security gate across the driveway off Del Dios Road shall be subject to approval by the Engineering, Planning and Building Divisions and the Fire Department.4 The gate shall meet requirements for security gates, including stacking, access, Knox box and setbacks. Fencing and gate shall be of black tubular steel, wrought iron or other decorative material to the satisfaction of the city. An electrical permit through the Building Division is required for the gate.
23. The City shall be notified in writing if and when a contractor other than Southwest Key assumes the government contract for the site in order to operate the facility. Any new contractor shall abide by all the conditions of this Conditional Use Permit.

24. No organized recreational activities will be located on the exterior of the building. No outdoor loudspeakers or sound systems shall be installed. The only activities located outside shall be conducted in a manner so as not to disrupt surrounding properties. They shall include eating, studying, or other quiet activities. No active recreation shall be permitted outside. Adult supervision shall be provided whenever unaccompanied youth are outside in order to minimize disruption to surrounding properties.
25. Vehicles arriving or departing the site to drop off and pick up youths shall use the northern driveway and parking lot off Avenida del Diablo. The intake, check-in, registration, and processing of unaccompanied minors shall be conducted only between the hours of 7:00 a.m. and 9:00 p.m. and shall occur inside the facility to minimize disruption to surrounding properties.
26. Pursuant to Escondido Zoning Code Section 33-1206, within twelve months of the date when the lease expires for the SWK youth care facility or when the site is vacated, the existing Conditional Use Permit for a residential care/skilled nursing facility may be utilized, subject to the previous Conditions of Approval (81-193-CUP, 86-123-CUP, 87-36-CUP and 88-122-CUP), attached as Exhibit "C," and any State conditions needed to satisfy licensing requirements.

**Building Division Conditions**

1. Prior to occupancy the Building Division will need to verify the occupancy classification, including occupant load, with the applicant. Additional detail on the floor plan may be required.
2. Prior to occupancy the applicant shall work with the Building Division to ensure that egress and safe dispersal requirements are met where the area adjacent to a building exit is fenced.

**Fire Department Conditions**

1. All gated entrances shall be equipped with electric switches accessible from both sides and operable by dual-keyed switches for both fire and police with Knox box and locks. Electric gates shall be operable by Fire Department strobe detectors and allow free exiting, to the satisfaction of the Fire Department.
2. A minimum four-foot-wide gate shall be provided in fencing to align with building exists. Knox lock shall be provided to the satisfaction of the Fire Department.
3. An evacuation plan for the facility, including gathering places, shall be provided to the Fire Department, prior to occupancy of the site.

**CONDITIONS OF APPROVAL  
EXTENSION OF TIME  
RESIDENTIAL CARE FACILITY/SKILLED NURSING FACILITY  
EXHIBIT "C"**

**81-193-CUP**

1. A cul-de-sac shall be constructed on Del Dios Highway in conformance with City standards with a 28 foot minimum curb radius. A 10' wide bicycle/pedestrian path shall be constructed from the cul-de-sac- to Del Dios Highway in a manner approved by the City Engineering Department.
2. Street improvements shall be constructed on all frontage in conformance with the City of Escondido designed standards. Valley Parkway shall be designed to Major Road standards and Avenida Del Diablo and Del Dios Highway shall be designed to Local Collector standards. Necessary right-of-way shall be dedicated to the City as required.
3. Vehicular access rights to Valley Parkway shall be dedicated to the City.
4. The proposed driveway on Avenida Del Diablo shall be alley type, conforming with City standards, with a minimum throat of 25' and 20' radius returns. The proposed driveway on Del Dios Highway shall be minimum throat width of 18' at the curb.
5. All drainage coursed emanating from outside the property and flowing through the site shall be improved in conformance with the City design standards.
6. A public sewer main shall be designed from the intersection of Valley Parkway and Avenida Del Diablo and Valley Parkway to the intersection of Del Dios Highway and Lorry Lane in conformance with City water and sewer master plan and the City design standards. This sewer shall be constructed by the developer in conjunction with this project. Sewer services for the building obtained from this line.
7. The site lines within the Rincon Del Diablo service area. Domestic service for the site shall be obtained from Rincon. Any request for fire sprinklers service from the City shall be subject to approval.
8. A study shall be made by the developer's engineer to show that adequate fire services can be obtained for the site per the requirements of the fire marshal.
9. A grading and drainage plan shall be approved by the Engineering Department prior to issuance of a Grading or Building Permit.
10. Six (6) copies of a revised plot plan shall be submitted to the Planning Department. Said plot plan shall indicate a revised parking lot layout with a circulation pattern acceptable to the enclosed trash containers.
11. Two (2) copies of detailed landscape plan shall be approved by the Planning Department prior to the issuance of Building Permits. The landscaping plan shall include a permanent irrigation system, a parkway wall along Valley Parkway, a large number of trees and shrubs throughout the project, the existing trees which are to remain and street trees.
12. Detailed elevation shall be submitted to and approved by the Planning Department. Said elevations shall note the exact type of finish materials to be used.



13. A sewer repayment and storm drain repayment shall be made to the City of Escondido in a amount determined by the City Engineer.
14. Approval of this CUP on no way provided a guarantee or establishment of priority for sewer availability for all, or any portion, of this project.
15. Approval for any signs, including the one indicated on the site plan, shall be obtained under a separate permit. Approval of the type of sign shall be based upon consideration of the surrounding neighborhood and the location of the signs, and subject to the approval of the Planning Department. These signs shall not be internally lighted, nor shall a pole sign be allowed.

#### **86-123-CUP**

1. A revised site plan shall display 2 additional parking spaces by expanding the existing lot in front of the facility in a northeasterly direction to provide a total of 36 spaces. Additionally, one existing parking space shall be converted into a turnaround (striped and designated "No Parking") at the west end of the existing lot to allow vehicles to turn around and exit the lot in a forward motion. A note shall appear on the plans indication spaces will be double striped per City standards, with minimum dimension of 18' x 8.5'
2. The use of the facility shall conform to information contained in Details of Request in terms of the maximum number of 96 patients, employees, schedule patterns, and implementation of an employee ridership program for carpools, use of bus systems, limitation on visiting hours.
3. The parking lot shall be inspected by the Planning Department prior to notification by a letter to the State, regarding compliance with Conditional Use Permit conditions. Said inspection shall be performed to verify that 1 additional space and turnaround have been constructed, parking lot striping and signage (turnaround, visitor spaces, etc.) has been installed to the satisfaction of the Planning Department.
4. Visiting hours shall be restricted to avoid the peak afternoon shift overlap. Visiting hours shall be limited to 10:00 am – 2:45 p.m. and 3:45 p.m. – 7:00 p.m.
5. No exterior building modification are proposed or considered. The interior modifications are minor, and should not substantially change the previously approved floor plan.

#### **87-36-CUP**

##### **Planning Department**

1. The use of the facility shall conform to the Details of Request and Conditions of the previously approved Case 86-123-CUP, except as modified by this approval.
2. A minimum total of 47 parking spaces shall be provided and shall be double striped per City Standards, with minimum dimensions of 18' x 8.5' (a 2' vehicle overhang is permitted). The existing parking lot shall be resurfaced and double striped to City Standards. A minimum of two handicap parking space are required and shall be striped to Title 24 standard, 18' x 9' with an adjacent 5' wide loading/unloading area. The vehicle turnaround areas shall be striped and marked for no parking.
3. The new southerly parking lot shall be designated for staff parking only and shall be identified as such in the field, to the satisfaction of the Planning Department. Appropriate signage shall also be provided which identifies the visitor and patient parking area in the existing lot to the West of the building.

4. The exterior building modification shall be as shown in the Exhibits and shall match the existing structures, to the satisfaction of the Planning Department.
5. All new construction, landscaping, and the restriping of the existing parking lot shall be inspected by the Planning Department prior to notification by a letter to the State, regarding compliance with the Conditional Use Permit conditions.
6. Prior to commencement of construction, two sets of landscape and irrigation plans shall be submitted, which provided screening of the new parking lot from Del Dios Highway with a combination of berming and shrubs. Any existing vegetation to remain shall be identified , and the required trash enclosure and existing driveway to the storage building shall also be shown.
7. The existing trash containers shall be screened from public view. Size of the enclosure, location, and method of screening shall be approved by the Planning Department and detailed on the landscape plans.
8. All provisions of the Public Art Partnership Program, Ordinance 86-70, shall be satisfied prior to commencement of construction.

#### **Fire Department**

1. The new building addition shall be sprinklered to the satisfaction of the Fire Marshal.
2. Building plans must be submitted to the State Fire Marshal.

#### **Building Department**

1. Prior to commencing construction, appropriate fees shall be paid to the City Building Department.

#### **Engineering Department**

1. A site grading or drainage plan shall be approved to commencement of construction.
2. The proposed driveway shall be alley-type in conformance with Escondido Standard Drawings No. 3 with minimum throat width of 24 feet.

#### **88-122-CUP**

#### **Planning**

1. The Conditional Use Permit shall be used within one year or it shall be null and void. Extensions may be granted at the discretion of the Planning Commission.
2. The exterior materials, color, textures, etc. shall be consistent with the Details of Request to the satisfaction of the Planning Department. The exterior of the proposed building shall be painted to match the existing building, prior to occupancy.
3. All outside storage shall be screened from public view, in a manner satisfactory to the Planning Department.

4. All lighting shall be arranged so as not to reflect upon adjoining properties or streets. Any new lighting proposed shall conform to Ordinance 86-75, and details shall be provided prior to Building Permit issuance, to the satisfaction of the Planning Department.
5. All mechanical equipment and appurtenance not entirely enclosed within the structure, or placed on the roof structure, shall be screened from public view. The method used to accomplish the screening shall be indicated on the building plans, and approved by the Planning Department prior to issuance of building permits.
6. All new utility services shall be underground.
7. No utilities shall be released for any purposed until all requirements of the Fire, Planning, Engineering, and Building Department have be completed.
8. All requirements of the Public Art Partnership Program, Ordinance 86-70, shall be satisfied prior to building permit issuance.
9. Seven (7) copies of the revised site plan reflecting all of the modifications and conditions shall be submitted to the Planning Department and approved prior to issuance of building permits.
10. The design and used of the project , as well as the hours of operations, shall be restricted as noted in the Details of Request of the staff reports.
11. Prior to occupancy, any related development fees shall be paid to the satisfaction of the Building Department.

#### **Landscape**

1. Two (2) copies of detailed landscape and irrigation plans for the proposed building shall be submitted to the Planning Department prior to building permit issuance. These plans shall indicate the proposed landscaping and area of existing landscaping to remain in the vicinity of Avenida Del Diablo and Del Dios Highway. A combination of trees and shrubs shall be planted to provide screening of the structure to the satisfaction of the Planning Department.
2. All required landscape improvements shall be installed and all vegetation growing is an established, flourishing manner prior to occupancy. The required landscape areas shall be free of all foreign matter, weeds, and plant materials not approved as part of the landscape plan approval.
3. All landscape shall be permanently maintained in a flourishing manner.
4. Within 18 months of the approval, the applicants shall submit a complete Conditional Use Permit application for the permanent expansion.
5. Prior to building permit issuance bond shall be posted for the removal of the structure. The subject temporary structure shall be removed no later than April 11, 1992 to the satisfaction of the Planning Department and City Attorney's Office. In the event that the permanent facility is completed prior occupancy of the permanent structure.

#### **Engineering**

1. All outstanding sewer and water connection fees and monthly sewer services fees shall be paid to the City of Escondido. In lieu of payment of the connection fees, sewer, and water connection rights may be turned in to the City. The City Building Department will compute all connection fees. The Management Services Department will compute all monthly sewer service fees.

Sample Weekly Schedule

Time	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
6:30		wake-up	wake-up	wake-up	wake-up	wake-up	Wake up
7:00		breakfast	breakfast	breakfast	breakfast	breakfast	breakfast
7:30		community meeting/brushing teeth					
8:00		English Language Development					
8:30	wake up						
9:00	Breakfast						
9:30							
10:00	Community Meeting						
10:15		Morning Break					
10:30		Math					
11:00	Religious Services						
11:30		Lunch					
12:15		Math					
12:30							
1:00	Lunch	Health/History/Science					
1:30							
2:00	Physical Education	Geography	Cooking/Art	Group Therapy	Keyboarding	Survival English	Physical Education
2:30							
3:00		Snack					
3:00		Cake Decorating	Computer Class	Free Time			
3:30		Physical Education					
4:00							
4:30							
5:00		Dinner					
5:30							
6:00		Community Meeting/brushing teeth					
6:30		Showers/homework					
7:00							
7:30							
8:00		Evening Snack					
8:30		Bedtime					
9:00		Light out					
9:30							
10:00		Bedtime					
10:30		Lights out					



**Town of Youngtown  
12030 Clubhouse Square  
Youngtown, Arizona 85363**

February 24, 2014

Ms. Cynthia Dunham, Executive Director  
West Mesa Community Development Corporation  
567 W. 10<sup>th</sup> St.  
Mesa, AZ 85201

Dear Ms. Dunham:

Norman King and Larry LeSueur asked if I would be willing to contact you and share Youngtown's experience with Cornerstone Property Services and Southwest Key.

Prior to Town Council approval of the required special use permit, we thoroughly vetted the organization and principals involved. Included in this vetting process was a 'field trip' which took our entire Council to examine Southwest Key's Phoenix operation located at 2932 N. 14<sup>th</sup> Street. We interacted with staff, clients and principals during the vetting process. All feedback and investigation results were positive. There were no complaints from neighbors of existing facilities in other cities. Youngtown Town Council's approval of the special use permit was unanimous.

Southwest Key's Youngtown facility (La Hacienda del Sol) opened in May of last year and has quickly become a good neighbor and a valued addition to the community. The operation is a closed campus, located in what was a vacant property--last used as a nursing home. It is located in a mixed-use neighborhood with staff and clients quietly going about their mission of providing temporary housing for immigrant children while they are processed for return to their country of origin. Clients' average stay is around 35 days.

Both the building and the grounds were substantially rehabilitated and gentrified. The contractor partnered closely with our code and building inspection staffs to assure compliance with all life-safety, building and maintenance codes.

I would heartily recommend the organization to any municipality being considered for a facility location. Please feel free to contact me with any questions. My Cell # is 623.262.7744.

Sincerely,

  
Michael LeVault, Mayor

**OFFICE OF THE MAYOR**

Town Hall: (623) 933-8286 Public Safety: (623) 974-3665 Court: (623) 972-8226 Fax: (623) 933-5951 TDD: (623) 974-3665

Exhibit "F"



**SAN DIEGO COUNTY OFFICE OF EDUCATION**

6401 LINDA VISTA ROAD, SAN DIEGO, CALIFORNIA 92111-7399 (858) 292-3500

Superintendent of Schools

Randolph E. Ward, Ed.D.

June 17, 2014

I am pleased to hear that Southwest Key Programs, a non-profit, community based organization, is seeking a location at 1817 Avenida Del Diablo Road. Southwest Key has been a partner of the San Diego County Office of Education, Juvenile Court and Community Schools (JCCS) portfolio over the last few years. We have provided the educational services to their two south/east San Diego shelters. We support their expansion of shelter services which will continue to provide unaccompanied alien children in this region the support to reunite and/or find a safe transition location. Their work with the United States Department of Health and Human Services, Office of Refugee Resettlement/ Division of Children's Services (ORR/DCS) is one to be commended.

We have had the pleasure of observing Southwest Key's work in the delivery of these services first hand as they have provided an excellent, full range of residential services for unaccompanied alien children who enter the United States undocumented and who are currently in the custody of ORR/DCS. By providing Southwest Key Programs a use of this facility will provide additional services in this area will ensure that more unaccompanied minors will receive the highest quality of culturally competent physical and mental health, education, reunification, and residential services. I know that during their stay at a Southwest Key facility, every effort is made to achieve the goal of reunification with biological parents or other appropriate family members. This is a rewarding outcome for all parties.

As the Senior Director for JCCS, I would like to express my upmost support for Southwest Key's Unaccompanied Minors Shelter Care Program. We look forward to continue working in partnership with Southwest Key programs to continue providing these services to help improve the lives of these unaccompanied minors. We are confident that this collaboration will allow both organizations to stretch needed resources so that we may reach more children more profoundly.

Respectfully yours,

A handwritten signature in black ink, appearing to read "José Manuel Villarreal". The signature is fluid and cursive.

José Manuel Villarreal, Ed.D.

Senior Director

**Board of Education**

Mark C. Anderson    Susan Hartley    Sharon C. Jones    Lyn Neylon    Gregg Robinson

**SERVICE AND LEADERSHIP**

## Exhibit "G"

### Southwest Key Programs

**Q:** At similar facilities around the country nearby residents have complained that the intake of minors occurs at all hours of the day and night and it becomes a nuisance during quieter evening hours. Staff is considering applying a limitation on when 'check-in' could occur (perhaps 7:00 a.m. – 9:00 p.m.). In addition, that all 'check-in' procedures shall occur indoors, to alleviate concerns that minors are lining up outside the building awaiting to get processed for admission into the facility. I'd appreciate your input on these potential conditions.

**A:** Southwest Key policy is to conduct all intakes in the building. At no time will we have any adolescents standing in line outside of the building waiting for an intake to be conducted. Very few intakes occur in the evening and seldom do they occur in the late hours of the night. The majority of our intakes occur during traditional business hours 9am-5pm. Imposing a restriction on intakes from 9pm to 7am will have little to no impact on our program operation, therefore we would not oppose this type of restriction should the City require it.

**Q:** Concern has been raised that no/minimal health screening occurs until minors arrive at the facility, and minors with potential air-borne illnesses could infect the surrounding community. Please provide detailed information regarding the type of health screening minors undergo prior to their arrival at the facility.

**A:** Prior to being referred to the Southwest Key by the Office Refugee Resettlement, all Clients must have a Medical Screening conducted by ICE/Border Patrol, and be medically cleared prior to traveling to Southwest Key. If ICE/Border Patrol determines the minor is ill or requires medical attention then the minor is seen by a Dr. before to being referred to Southwest Key. ICE/Border Patrol have extensive training in recognizing and detecting air borne pathogens.

**Q:** Given the scope of this issue on a national level the facility will 'triple up' or 'quadruple' up each bedroom's occupancy after installation to address the crisis posed by the sheer number of anticipated youth, and that because this is a 'Federal Government Facility' residents will have no ability to protest. While the CUP will limit the number of minors to 96, are there any assurances from the applicant that no efforts will be made to expand the facility without going through the formal CUP expansion process? For example, how has expansion of similar facilities been conducted in other locations?

**A:** In California our programs are licensed under Community Care Licensing Division Title 22. In Title 22 it states that only 2 minors are able to reside in a bedroom regardless of size. As well, CCLD defers the occupancy to the Fire Dept. and the CUP occupancy. Although the Federal Government contracts us, we are still bound by state and local guidelines. In spite of the national crisis of UAC, our programs in CA have not expanded and fully abide by all applicable state and local guidelines.



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

**Notice of Exemption**

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

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

**Project Title/Case No.:** Conditional Use Permit for unaccompanied youth care facility and Extension of Time for skilled nursing facility - PHG 14-0017

**Project Location - Specific:** The approximately 2.31-acre project site is located on the southern side of Avenida del Diablo, between Valley Parkway and Del Dios Road, addressed as 1817 Avenida del Diablo (APN 235-180-32).

**Project Location - City:** Escondido

**Project Location - County:** San Diego

**Description of Project:**

A Conditional Use Permit for Government Services to operate a 96-bed unaccompanied youth care facility serving minors between 6 and 17 years of age, within an existing 35,200 SF building in the RE-20 zone. The facility would be operated by Southwest Key Program, on behalf of the United States Department of Health and Human Services. The applicant is proposing to install six-foot-high fencing to secure the site; no other new construction or exterior modifications are proposed. The project also includes an extension of time for the existing Conditional Use Permit for a skilled nursing residential care facility, so that it can be utilized again when the Conditional Use Permit for the unaccompanied youth care facility is terminated.

**Name of Public Agency Approving Project:** City of Escondido

**Name of Person or Agency Carrying Out Project:**

Name: Southwest Key Program for U.S. Department of Health and Human Services  
 Alexia Rodriguez, SWK Program, 6002 Jain Lane, Austin, TX 78721; Telephone: (512) 583-8548

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

**Exempt Status:**

Categorical Exemption. CEQA Section 15301, "Existing Facilities"

**Reasons why project is exempt:**

1. The proposed project consists of a Conditional Use Permit for an unaccompanied youth care facility in an existing structure currently used as a residential care facility. No physical expansion of the building is proposed. Physical improvements to the site are limited to the addition of six-foot-high fencing in key locations.
2. The proposed project would not substantially increase the number of daily vehicle trips to the site nor impact vehicular circulation on or around the site.
3. The project site has no value as habitat for endangered, rare or threatened species, as the site has been previously cleared and developed with a residential care facility, and does not contain any sensitive habitat or species.
4. The proposed project would not have the potential to cause an adverse impact on the environment. Therefore, the proposal is not subject to further CEQA review.
5. The site can be adequately served by all required utilities and public services.

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

Signature: Kristina Owens 6/5/14  
 Kristina Owens, Associate Planner Date

- Signed by Lead Agency      Date received for filing at OPR:  
 Signed by Applicant



# OPEN HOUSE

*Come Learn More About  
Southwest Key*

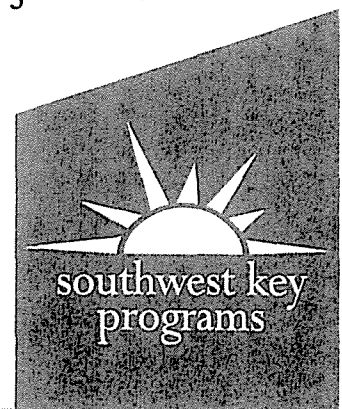
**Sunday, June 22, 2014 at 6:00 PM**

1817 Avenida Del Diablo

Escondido, CA 92029

Meet Southwest Key staff, ask questions, and learn more about the following topics:

- Southwest Key is the only company with a perfect score from the Council on Accreditation.
- Youngtown, Arizona Mayor Michael LeVault says Southwest Key's shelter in his city is, "a good neighbor and a valued addition to the community."
- Southwest Key services are self-contained and non-disruptive to the neighborhood.
- Southwest Key will bring approximately 115 jobs to Escondido.
- Southwest Key will infuse \$8.5 million annually into the local economy.
- Learn about the children we serve.



## Jay Petrek

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**From:** Iris Siefert <axlemom@att.net>  
**Sent:** Monday, June 16, 2014 8:41 AM  
**To:** Jay Petrek  
**Subject:** Case PHG 14-0017 hearing delay request due to planning department unavailability

Mr. Petrick,

I would like to request that the CUP hearing for Case 14-0017 scheduled for June 24, 2014 be delayed because the planner assigned to this case, Kristina Owens, is unavailable until the date of the hearing. I have many questions and concerns and no one assigned to the specific case is available to answer my questions. I believe this puts me at a disadvantage for this upcoming hearing on an issue that will decimate my property value and cause extreme financial harm to my family. If this hearing is not delayed I have contacted my attorney and will contest any CUP issued on the basis of improper procedure, as the assigned planner should be available and responsive to questions and concerns and is not. Iris Siefert, 1720 Lorry Lane, Escondido, CA 92029 760-504-9000

1720 Lorry Lane

Escondido, Ca 9202

June 16, 2014

Jay Petrek, Escondido Planning Department, Case PHG 14-0017

I am writing to object to Escondido granting a Conditional Use Permit for a youth care facility for unaccompanied immigrant children to be run by Southwest Key Program. Please deny this request. In presenting my opinion, I will address both the suitability of this location for the children, and the suitability of this use for this particular location and neighborhood.

Before discussing my concerns, I would like to point out that your public notice regarding this hearing is incorrect in a very significant and misleading manner. Your picture on the notice shows this parcel as being surrounded on all sides by roads. In reality, Del Dios Road dead ends behind the facility and does not go through. There is simply a small open area between this facility and Del Lago Science and Technology Academy. This is an important flaw, as disease contamination is far more likely to occur on a property line where there is common pedestrian access to the fence line, and less likely to occur with a road acting as a barrier. Please correct your diagram to reflect the true nature of this facility's proximity to our newest beautiful high school.

**SUITABILITY OF PARCEL FOR CHILDREN:** The Palomar Pomerado Continuing Care Center was built as a skilled nursing facility. The patients were generally not ambulatory. As a result, this facility is simply a building and a parking lot. There is essentially no outdoor space other than some small patios and a couple of tiny grassy sections next to the parking lot. There is no place for teenagers to get any exercise or outdoor activity. There is no gymnasium, simply a multi-purpose room. While this room may be large enough for younger children to play games, or for teenagers to take an instructor led dance class, it is grossly inadequate for teen boys. Kids this age need a place to at least be able to kick a ball around, and no such outdoor space exists. The kids will go stir-crazy. I was told this issue is irrelevant because the average stay is only 34 days. If you've ever raised a teen age boy, imagine his mood after 34 days of rain, if he was unable to expend any energy outdoors. This facility was not designed for children, and it is not suitable.

**DISEASES INTO HIGH SCHOOL CAMPUS:** Arizona ABC Channel 15 did a report on these unaccompanied children and found that the Texas and Arizona processing centers don't screen for diseases. These kids are shipped out to facilities like the proposed as-is. This report found that 10-15% of these kids had Scabies, a parasitic skin disease. They also found chicken pox, MRSA staph infections, and assorted contagious viruses. If this facility was simply in a residential neighborhood and these contagions got out, they would probably sicken a small circle of residents. But this is being proposed directly adjacent to Del Lago Academy. If these contagions are airborne, or washed into the surrounding soil, we could see a disease

outbreak at the school which could rapidly be spread to hundreds of neighborhoods. It is not a good choice of location.

**BUS ACTIVITY AND NEIGHBORHOOD DISRUPTION 24 HOURS/DAY:** In San Benito, an existing shelter such as this has generated complaints from neighbors about a steady stream of buses dropping off the immigrants, where they then line up in full view for intake processing. According to Southwest Key's own website, "Children are accepted at our shelters anytime of the day or night". My neighborhood, Lorry Lane, is two-thirds older people who go to bed early and cherish the quiet character of the neighborhood. Now we face the prospect of belching buses chugging into the neighborhood from Texas and Arizona all hours of the night. This is not appropriate to inflict upon us.

**SECURITY OF SITE AND OF CHILDREN:** this facility will, I am told, have a six foot iron fence constructed. This will not be sufficient to keep teen-age boys in. Jay Petreck has said that in other facilities the rate of children leaving into the community is 1%. I don't know what that means. Does that mean that if all 96 beds are full, one child every night will enter our neighborhood? Or if three nights go by without incident, on the fourth a group of four teens will escape as a group?

**NEIGHBORHOOD CHARACTER and GHETTOIZATION IMPACTS:** 92029 tends to have higher property values (property tax base) and a productive citizenry. In making decisions for this city, one should make those choices which elevate poor neighborhoods, and protect those neighborhoods which are desirable already. Just since this facility was announced, I have seen an increase in No Trespassing signs, Beware of Dog signs, signs showing firearms, etc. The character of the neighborhood is deteriorating simply upon the threat of this inappropriate facility. I find these changes extremely sad. If city leaders wish to have a more affluent and successful population, this takes that desire in the wrong direction by changing the character of one of Escondido's nicest and best neighborhoods in a negative way.

**CONCLUSION:** Please deny the Conditional Use Permit for the immigrant youth care facility. It is not the right choice for the children that need some outdoor area, it is not the right choice for the neighborhood. Buses coming into our quiet neighborhood all hours of the night would cause an impossible condition for many of us. Surely Southwest Key can find a more suitable property.

Sincerely,

Iris Siefert

## Jay Petrek

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**From:** Larry Demry <2z06.hwyma@gmail.com>  
**Sent:** Tuesday, June 17, 2014 10:44 PM  
**To:** Jay Petrek  
**Subject:** Fwd: Case PHG 14-0017 Request for Conditional Use Permit

June 17, 2014

To the Escondido Planning Commission

via Jay Petrek, Deputy Director Escondido Planning Department

As property owners and residents of the Rincon Del Diablo residential area, we strongly urge you to **NOT APPROVE** the C.U.P. for 1817 Avenida Del Diablo, Escondido, CA

After discussing the issue at great length this afternoon with deputy director Jay Petrek, we are compelled to immediately submit our concerns, as well as attend the June 24th Planning meeting with our neighbors.

You are looking to approve what amounts to a DETENTION CENTER for illegal immigration. We do not want a DETENTION CENTER of any sort in our residential community. You can not assure us that these unsupervised detainees can speak English if they were to get out into our community without permission. You can not assure us that these unsupervised detainees are not hardened or violent criminals. We already know they are criminals, they have broken our immigration laws. You can not assure us that they don't belong to gangs in their homeland. What about disease - smallpox, chickenpox, scabies and other diseases that these children coming illegally into our city may carry. You can not assure us that these "children" would not have these diseases, or that they have even been inoculated prior to their being housed in any detention facility. And this facility is next to a new multimillion dollar school. And in a residential community with a lot of new babies. And in a residential community with long time elderly residents. We do not need the introduction of disease and illness in our community. We do not need the introduction of unknown, unsupervised (without parental supervision) children to be housed behind a six foot fence with the pretense that this will keep these children where they belong in detention. It is probable that each of the detainees have already gone under, over or through a much more secure fence in their life. You can not assure us that this is not a potential hotbed for crime. The apparent lack of adult supervision is troubling, particularly when it comes to teenagers who will be emboldened by the fact they are not being deported and can apparently violate laws without repercussion. And so what does this do to our property values? Within a two mile radius, homes to the east currently range from \$500,000 to \$700,000; homes to the west range from \$300,000 to \$600,000; homes to the north up to the mid \$650,000's. A privately run, high traffic detention center with the potential for increased crime as a result of unsupervised children and teens does not bode well for property values of our homes. How does the Escondido city government plan to help us maintain our property values

if this CUP is approved. Will they be responsible for compensation of lost values if a detention center is allowed for up to ten years or more?

This facility had been used for the severely disabled and very elderly population. As such, some of the patients were housed in this residential facility for as many as twenty continuous years. The population had very low turnover, and was very sedate, which is more appropriate in a residential area. The current plan does not support that profile at all.

The current request for aged six to seventeen year old "children" with unknown background, unknown upbringing, unknown gang affiliations, etc. is inappropriate for a residential area where young children, and many elderly widows reside. We are concerned about noise, both in the facility and in the coming and going of the staff, the processing procedures, departures and returns for planned outings of the "children" since the facility can not support those required activities. As we understand it, there will be 24 hour staff in the facility but no permanent caretakers who live on site with these "children". We also understand that the staff that count toward care taking ratio include food services staff, janitors, case workers on site for a couple of hours, etc. This equates to UNSUPERVISED, primarily non English speaking youngsters and teenagers. A six foot fence wrought iron is not a deterrent to any teenager who wants to leave the facility for any reason; whether it be for unattended social activity, or violent crime such as murder, rape or theft. We do not want that in our residential community. No community wants their local government to support that kind of potential influx. If an eight or ten foot concertina fence was put in place, such as in prison facilities, that may be more of a deterrent to these unsupervised "children" who may attempt to leave the facility; however that would defeat the purpose of attempting to pretend this facility use is appropriate for unsupervised, "children" who have come into the United States in violation of our immigration laws. It would also boldly show the true situation of what this facility entails and why it is an inappropriate use for the existing building.

Allowing processing of these "children" in unknown quantities from 7 AM to 9 PM means that cars, buses, food and supply delivery, etc. will be in our residential area in unknown quantities and with unknown noise for potentially a 14 hour day seven days a week. That may be appropriate for commercial application, but not a residential area. With a possible expected turnover every 10 days of 96 beds, this is untenable. According to HHS officials, they estimate a steady stream of children will be housed in the facility and you would allow this in a 14 hour window daily. And you want to give HHS a five year use permit, with 5 year renewal -- 10 years of this business operation in our residential community? No thanks.

Limiting outside activity sounds reasonable so that the noise is kept to a minimum. But the reality of 96 or more "children" living in a detention center with the only possibility of exercise and physical activity is to be bussed out to some other location is a poor solution. A better solution is to find a facility that is not located in a populated residential area, which has appropriate room to bed these "children" and allow them room for their educational needs, their

physical activity needs, and the other needs that children require. The prison systems understand that unknown quantities and qualities of inmates are best served in unpopulated and remote areas. These HHS detention facilities need to be situated in the same way. Please do not compound this political situation with the federal government by creating inappropriate detention in residential areas; specifically this facility at 1817 Avenida Del Diablo, Escondido.

Additionally, not knowing the background of these "children" and not knowing the male/female ratios and knowing there is no parental supervision and the adults on site are 8 hour employees such as "cooks", "security", and at some times "case workers" opens the door for sexual and other violence inside and outside the facility. No one wants to find out that their neighbor, friend, wife or daughter was attacked by one of these unsupervised 17 year old "children" who inappropriately left the facility for some "fun" because no one knew their true roots.

It is the council's responsibility to maintain reasonable safety and security of the citizens of Escondido. Allowing this type of detention center in a residential area is not in the best interest of safety and security of your citizens. As leaders of this city, you also have a fiduciary responsibility to your constituents. We see no monetary gain for the city or residents; in fact we see a large potential for property value decline for all the nearby homes. We see numerous potential detrimental issues and absolutely zero potential benefits to our city and it's residents. Why would any reasonable person enter into such a contract? Why would anyone increase their risk potential without any potential gain? That is business and social and political suicide.

Please, this is not the correct facility or location to use to conduct this type of business. Protect the men, women and children in this community and vote NO to a conditional use permit for case PHG 14-0017.

We will continue to appeal any decision by Escondido city that allows HHS and Southwest Key Program to use this facility as a detention center for unaccompanied youth that have come to our country and city illegally.

Thank you.

Respectfully,

Larry & Kitty Demry  
2219 Avenida del Diablo  
Escondido, CA 92029

## Jay Petrek

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**From:** Larry Demry <2z06.hwyma@gmail.com>  
**Sent:** Wednesday, June 18, 2014 1:14 PM  
**To:** tom.stinson@asm.ca.gov; Jay Petrek; Clay Phillips; Jeffrey Epp; Craig Carter  
**Subject:** Regarding: Notice of Public Hearing for Conditional Use Permit calendared June 24, 2014

Location: 1817 Avenida Del Diablo, Escondido, CA 92029  
Case Number: PGH 14-0017  
Date of Hearing: June 24, 2014

This request for information regards the City of Escondido Planning Department holding a hearing for a conditional use permit for Southwest Key Program under the auspices of U.S. Department of Health and Human Services.

We request the Escondido Planning Commission vote NO on this application until all the state required steps are completed to comply with State law. In that regard, we are requesting the assistance of Assemblymember Waldron (district 75) and her staff to voice the California State requirements and request all the appropriate reports and verification that the State Facility approvals are in place.

We also will forward this email to each of the entities that we believe are required to prepare reports of fact finding/expenses, and appropriate plans to deal with this type facility with the request for the approved plan from your department.

We would like to know who is Southwest Key Program? Are they a for-profit private entity? Is this private entity acting on behalf of the federal government as it appears to designate in the Public Hearing Notice?

It is our understanding that the current designation for this facility is HEALTH CARE. In order to use this facility for "unaccompanied youth" the designation must be changed and is either a) INCARCERATION or b) GROUP HOME. Can we be made aware of which designation the State of California is providing, and what steps are currently in place for Southwest Key Program to complete to have adequate study and enforcement of regulations in place for this requested use?

As required by California state law, in a designation change for a facility there are a series of steps which are required to be completed in order to have the designation change, and specific reports which must be filed and made available to the citizens.



We would like to be given a copy of the following reports that are mandatory when changing the usage designation:

1. approved EIR indicating the usage as incarceration or group home;
2. Escondido Planning Department Traffic Report for the traffic usage on the public roads in the area;
3. Escondido Police Department Chief Carter's report on potential crime; what the potential issues are and how they will be addressed;
4. City of Escondido Mayor Abed's review on the reports that address all affected costs that will be borne by the City of Escondido for this facility if used to house "unaccompanied youth";
5. San Diego County report on the costs for education, recreation, and food services. What are the costs and how they will be borne.
6. Health Department plan to ensure inoculation records and disease free "unaccompanied youth" are out in the community.

It is our understanding that the "unaccompanied youth" that are housed at this facility will be bused out for education, recreation, field trips, perhaps medical appointments, etc. In addition to the traffic, the unidentified costs borne by taxpayers, the noise, the possible crime, the loss in property value for surrounding homes, and the commercial like activity from processing "unaccompanied youth" from the commercial hours of 7 AM until 9 PM, we are concerned that the constraints in outdoor physical activity/play time for lack of facility space and in regards to noise concerns in the residential community will create "unaccompanied youth" to illegally leave the facility and enter the community.

Not knowing the background of these "unaccompanied youth" and not knowing the male/female ratios and knowing there is no parental supervision and the adults on site are 8 hour employees such as "cooks", "security", and at some times "case workers" opens the door for sexual and other violence inside and outside the facility. No one wants to find out that their neighbor, friend, wife or daughter was violently attacked, robbed, raped or murdered by one of these unsupervised 17 year old "unaccompanied youth" who inappropriately left the facility for some "fun" as a result of roots in gang activity from their home origin. With that thought, a detailed crime report by the Chief of Police Craig Carter is of particular interest.

All these steps (and perhaps others required by the State of California, with their approved reports, which we are requesting copies of, and the State of California review and enforcement mechanisms, should be in place before the City of Escondido can proceed with conditional use permits. We look forward to receiving the report that your department has prepared, and that has been approved by the City Council, and the State of California.

Thank you,

Larry and Kitty Demry  
2219 Avenida Del Diablo

Dear Escondido Planning Commission and City Council,

This letter is to express concern and opposition to the proposed youth care facility at 1817 Avenida del Diablo operated by the Southwest Key Program. Though we believe a facility like this does have its place we feel that opening in this location, a heavily populated residential area and our community is not the proper fit. My home is located at 1410 Autumn Woods Place, directly across Valley Parkway and approximately 100 feet from the proposed "shelter". I live here with my wife and 14 month old son. We are happy to call this neighborhood home and we are proud residents of Escondido. This proposed youth shelter would negatively affect me, my family and my neighbors. Please allow me to express the concerns we have and that have also been echoed by many of the community residents that we have spoken to.

1. **Safety Concern:** This facility, operated by the Southwest Key Program, is intended to house up to 96 children and teenagers ages 6 to 17 who are in the United States illegally while they await "resolution of their legal case" (Southwest Key Website, [www.swkey.org/programs/shelters/](http://www.swkey.org/programs/shelters/)). While being held they are in essence being detained against their will until a resolution is found and they are moved to either their home country or another location. This is evidenced by the fact that the program proposes to install "six-foot high fencing" (Notice of Public Hearing, City of Escondido) around the facility. Though this fencing may in most cases do its job in holding in the children in there is a distinct possibility of one or more of the children or teens finding a way to leave or escape the shelter. If this were the case it is my belief that they would look for a nearby safe haven to hide from authorities. My home is directly across Valley Parkway from the site and our backyard faces the proposed facility. It would be very easy for one of the children to climb our short wall and use our yard as a place to temporarily hide. This is of massive concern as I am a father of a fourteen month old son and do not wish to give up my safety or peace of mind for a facility like this. Though this happening may not be likely, it is surely a possibility and this possibility disrupts our right to live peacefully in our home. I do not want to live in a place where I have to lock down every window at night for concern of someone entering my property.
2. **Diminished Property Value:** We as residents of Escondido are proud to live in this amazing city. We are excited that home values have increased in the past year. Increased home value means increased prosperity for residents, increased optimism, increased demand for local business and much more. The proposed facility at Avenida del Diablo is a detriment to property values of the homes surrounding it. Demand for housing in our neighborhood of Del Dios Woods and the other surrounding neighborhoods will greatly diminish if this facility were to be installed. Property values in the immediate area will decrease from this lack of demand and appeal for our neighborhood. A shelter with a six-foot fence surrounding it would frankly be a concern to families and homebuyers wishing to locate to the neighborhood. This facility does not represent something positive and appealing, it represents something that is of massive concern. I can tell you as a recent home purchaser I would not be as drawn to living in a neighborhood with a holding facility of this nature located in it. I expect this to be true for other homebuyers as well. Our homes are our safe havens, our places to be at peace and away from the some of the negativity we see in this world. We don't want to be confronted with the unfortunate situation of illegal homeless children and be reminded of this sadness every time we turn in to our neighborhood. Again, there is a place for this facility but it is not here among our homes and children.

3. **Lack of Service to our Community:** The proposed six-foot fence that would surround this shelter is not only something to keep the residents in but is representative of the separation between our community and the facility. This proposed center is not something that directly serves us, our community or the residents of Escondido. This facility serves another segment of the population altogether. Those of us living in the neighborhoods surrounding the site are US citizens. This program plans to bring in as many as 96 non-citizen immigrants to live in our neighborhood for as many as 45 days at a time. This is not representative of the demographic of the neighborhood and does not serve us as residents in any way. This land, in my opinion, should in some way benefit residents of Escondido. In its former use as a continuing care facility it did just that. Our direct neighbor benefited from its former use as her mother was once housed there. In addition, many other residents of our community were assisted at the site.

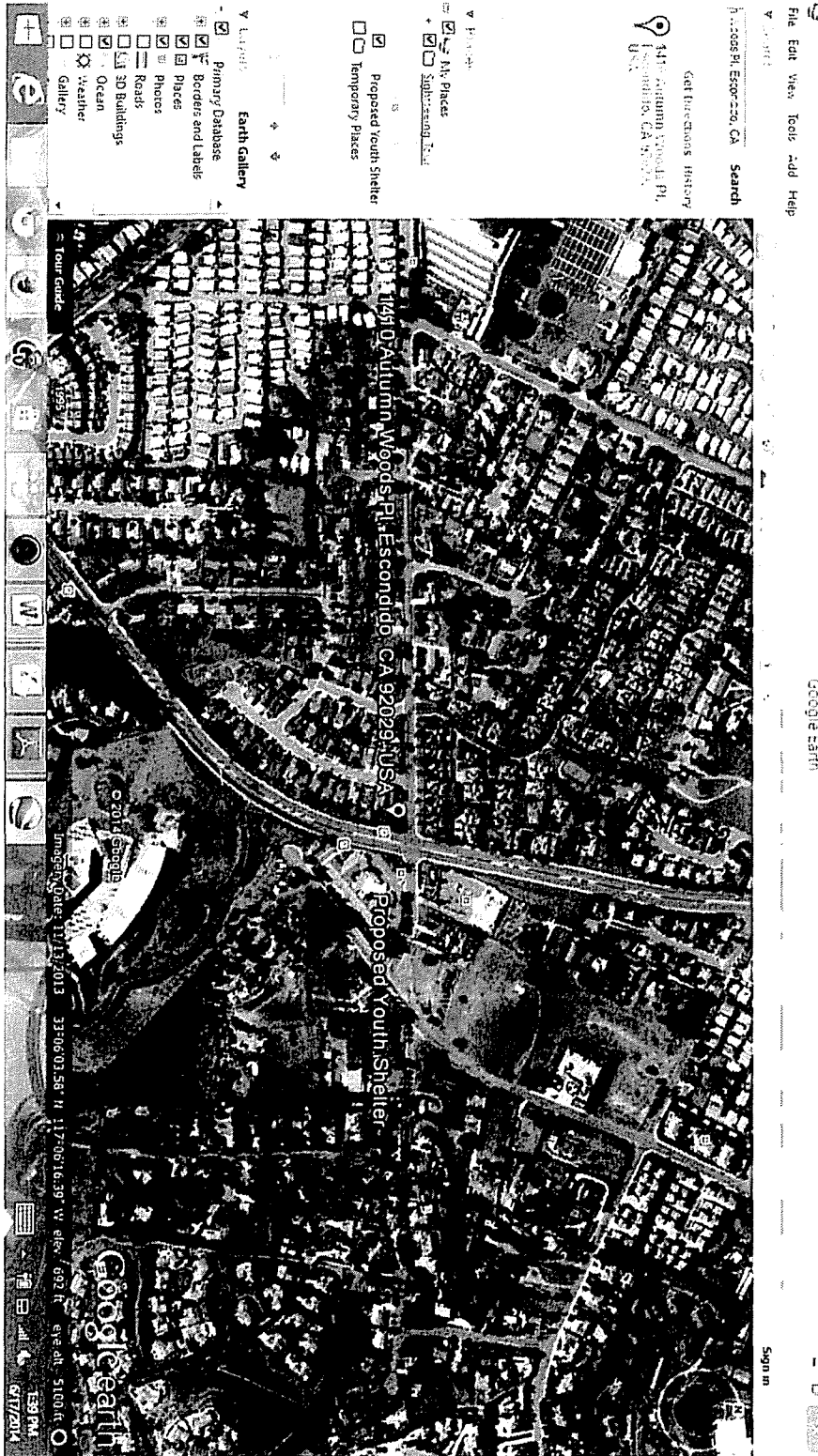
In conclusion, there is no benefit to our neighborhood and community with this facility. There are safety concerns for the residents and there is a potential decrease in the property values of the surrounding homes. It is for these reasons that we ask you, the planning commission and city council to hear our voices and vote with us opposing the conditional use permit for this site to be used as a youth facility operated by Southwest Key. Thank you for hearing us and supporting our community.

Elias Berlinger

Resident, Del Dios Woods, Escondido

Addendum

Map showing the proximity of the proposed youth facility to homes and neighborhoods:



## Jay Petrek

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**From:** Bill Martin  
**Sent:** Wednesday, June 18, 2014 8:10 AM  
**To:** Jay Petrek  
**Subject:** FW: [Website Feedback]: Public Notice- Youth Special Needs Facility

**From:** noreply@www.escondido.org [mailto:noreply@www.escondido.org]  
**Sent:** Tuesday, June 17, 2014 7:58 PM  
**To:** Bill Martin  
**Subject:** [Website Feedback]: Public Notice- Youth Special Needs Facility

Sharon  
[sharonmariekim@gmail.com](mailto:sharonmariekim@gmail.com)

June 17, 2014

Escondido City Planning Commission  
City Hall, First Floor  
201 North Broadway  
Escondido, CA 92025

Dear Ms. Barbara Redlitz, or To Whom It May Concern:

I recently saw the public notice posted by the City of Escondido describing plans and a hearing regarding the construction of a youth special needs facility. I am a homeowner in the View Terrace Neighborhood, and live on Cathedral Glen, which is less than a half mile away from the property that is being considered for the facility. I am writing a letter in lieu of being able to attend the public hearing taking place on June 24, 2014 @ 7 p.m.

I can appreciate the development of facilities that work toward serving special needs youth. The agency proposing to operate the facility, Southwest Keys appear to offer programs including: "mentoring system-involved youth, residential treatment, and alternatives to detention," however, which extends beyond "special needs" and into the realm of rehabilitation of individuals that are either in conflict or at risk of conflict with the law and raises concern considerably.

The construction of a six-foot fence around the 96-bed facility is troubling because it is highly visible creating an eyesore on a busy intersection but moreover, it is concerning because it indicates some serious risks the facility creates for the neighborhood. It indicates that either those inside may try to leave without permission, or worse, that those who are not permitted to enter may attempt to do so. In either situation, it poses a safety threat to the community surrounding it. The property identified for possible construction of the facility is residential and densely populated with children and families, in mobile and single family homes on either side of Valley Parkway, nearest to the facility. There are also two schools (Del Diablo Middle School and Del Lago Academy) nearby within less than a half mile distance of the proposed area.

As a social worker, I am interested in seeing that our youth, at-risk or otherwise receive the full array of services possible to help them achieve their full potential and would advocate that these programs are important and at times necessary for rehabilitation and safety. However, I do not find that a facility of such a large scale with 96 beds, belongs in any residential neighborhood. A site closer to juvenile hall, Regional Center, and Rady Children's Hospital would appear to be a more suitable location.

I urge you to seriously consider all of the objections to approval of a permit for this facility, and to halt any progress moving forward towards its construction. Thank you for your time and consideration.

Sincerely,

Sharon Kim

HTTP\_USER\_AGENT: Mozilla/5.0 (Macintosh; Intel Mac OS X 10\_9\_3) AppleWebKit/537.75.14 (KHTML, like Gecko) Version/7.0.3 Safari/537.75.14  
REMOTE\_HOST: 68.111.219.119

Jay Petrek

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**From:** kitty demry <2kittydemry@gmail.com>  
**Sent:** Wednesday, June 18, 2014 1:33 PM  
**To:** Jay Petrek  
**Subject:** newspaper article on housing the youth crossing into US

link: <http://conservativebyte.com/2014/06/nyc-overwhelmed-illegal-immigrant-children/>



## New York City Being Overwhelmed by Illegal Immigrant Children

by [Dan Riehl](#) 17 Jun 2014 [518](#) [post a comment](#)

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With some comparing it to a refugee crisis, New York City, among other areas, is struggling to deal with the explosion of illegal immigrant children brought about by the Obama administration's failed policies.

The fallout is being felt most acutely in places with large immigrant populations, like New York, where newly arrived children and their relatives are flooding community groups, seeking help in fighting deportation orders, getting health care, dealing with the psychological traumas of migration, managing the

challenges of family reunification and enrolling in school. "It's almost like a refugee crisis," said Steven Choi, executive director of the New York Immigration Coalition, an advocacy group.

And a lack of cooperation by Federal officials may not be making things any easier. They refuse to "reveal how many children they are holding, how many are being released or where they are being sent".

Advocacy organizations in the New York region are reporting "a stunning rise in the number of unaccompanied minors seeking help in the past several months," kicking into what many view as an already overwhelmed system.

"We are trying to triage," said Emma Kreyche, organizing and advocacy coordinator for the group. "I don't think anyone really knows what the scope of this is and how to see what's coming down the pike and figure out how to respond."

**The New York Times** <http://nyti.ms/1qouydn>



N.Y. / REGION | NYT NOW

## Surge in Child Migrants Reaches New York, Overwhelming Advocates

By KIRK SEMPLE JUNE 17, 2014

For more than a month, 16-year-old Cristian threaded his way from his home in rural Guatemala to the United States, hoping to reunite with his father, whom he had not seen in nearly four years. Guided by smugglers, he rode in cars, buses and trains, walked countless miles, dodged the authorities in three countries, hid out in dreary safe houses and went days at a time without food.

But Cristian's trip came to an abrupt halt in March, when he was corralled on a patch of Texas ranchland by American law enforcements agents.

Now the daunting trials of his migration have been replaced by a new set of difficulties. Though he was released to his father, a kitchen worker in a restaurant in Ulster County, N.Y., Cristian has been ordered to appear in immigration court for a deportation hearing and is trying to find a low-cost lawyer to take his case while he also struggles to learn English, fit into a new high school and reacquaint himself with his father.

"I pray that they don't deport me," said Cristian, who asked that his full name not be used because he remains undocumented.

Cristian is one of the tens of thousands of unaccompanied minors who have illegally crossed the border with Mexico in recent months, in a wave that has overwhelmed immigration officials and prompted the Obama administration to declare a humanitarian crisis and open three emergency shelters, on military bases in California, Oklahoma and Texas.

But while the government's response has been largely focused on the Southwest, the surge of child migrants is quickly becoming a crisis around the country. The fallout is being felt most acutely in places with large immigrant



populations, like New York, where newly arrived children and their relatives are flooding community groups, seeking help in fighting deportation orders, getting health care, dealing with the psychological traumas of migration, managing the challenges of family reunification and enrolling in school.

“It’s almost like a refugee crisis,” said Steven Choi, executive director of the New York Immigration Coalition, an advocacy group.

Federal officials will not reveal how many children they are holding, how many are being released or where they are being sent. But in the New York region, immigrant advocacy organizations say they have seen a stunning rise in the number of unaccompanied minors seeking help in the past several months.

“All of a sudden it went from a trickle to more like a river,” said Anne Pilsbury, director of Central American Legal Assistance in Brooklyn.

At the Worker Justice Center of New York, a group based in Kingston, N.Y., that helps farmworkers and other low-wage workers, employees were caught off guard by a similarly sharp increase.

“We are trying to triage,” said Emma Kreyche, organizing and advocacy coordinator for the group. “I don’t think anyone really knows what the scope of this is and how to see what’s coming down the pike and figure out how to respond.”

Many of the unaccompanied minors say they have been driven to leave their home countries because of violence and the threat of gang recruitment. Others have been motivated by economic necessity, a desire to rejoin parents who came to the United States years ago or by a perceived change in American policy that would favor child immigrants. (The Obama administration has emphasized that there has been no such policy change.)

Most of the children who have been detained at the southwest border have been channeled into deportation proceedings and, within several days, handed over to the Department of Health and Human Services, which cares for them until they can be released to relatives or legal guardians in the United States.

The majority of the department’s 100 or so shelters are near the border, but others are scattered around the country, said Kenneth J. Wolfe, spokesman for the Administration for Children and Families, the division that oversees them. At least two are in the New York metropolitan area, housing a total of about 300 children; they have been at capacity for months, advocacy groups said.

## Jay Petrek

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**From:** Larry Demry <2z06.hwyma@gmail.com>  
**Sent:** Wednesday, June 18, 2014 11:30 AM  
**To:** Jay Petrek  
**Subject:** Case PHG 14-0017 Request for Conditional Use Permit

<http://www.nytimes.com/2014/06/18/nyregion/immigration-child-migrant-surge-in-New-York-City.html?hpw&rref=nyregion>

Mr. Wolfe would not comment on the department's current capacity or whether the agency was planning to expand regional shelter capacity.

Leo, who also asked that his full name not be used because he remains undocumented, spent about two months at a shelter in the New York area waiting to be reunited with his brother, who was living in Brooklyn. Leo had left his home in Guatemala at the end of 2012, when he was 16, fleeing gangs in his hometown and hoping to find work in the United States. After traveling for three months he had been detained in Houston.

"I wanted to better myself," Leo, now 18, said during an interview at Atlas: DIY, a center for immigrant youths in Brooklyn, where he takes English classes and gets legal guidance.

Many of the children who have been released from detention and wind up in New York are funneled onto special monthly court dockets for minors. Those who arrive at court without a lawyer have the option of being screened by pro bono lawyers who will try to identify possible grounds for relief from deportation, such as political asylum, or for special visas for children who have been victims of crime or abuse.

On a recent Thursday morning, several dozen children clustered with their parents and other relatives in a hallway outside an immigration courtroom in downtown Manhattan. Several immigrant advocacy groups share responsibility for handling the special dockets, and in June the job fell to Safe Passage Project, a nonprofit based at New York Law School that provides free legal counsel to immigrant children facing deportation.

"Do you have an attorney?" asked Lenni Benson, the founder and director of Safe Passage, as she went from family to family introducing herself. "Do you want a free attorney?" Those without representation were led to a room where they were interviewed by a team of lawyers and paralegals.

It is unclear how many of the recently arrived minors will be allowed to stay permanently in the United States. But Ms. Benson said that nearly 90 percent of the unaccompanied minors her group encountered appeared to qualify for some form of immigration relief. Lawyers at the Door, another New York City group that provides free legal services to young immigrants, said that more than half of the children it screened during a special immigration court docket in May appeared to qualify for some form of relief.

Other groups who principally represent child immigrants also said the soaring demand, combined with limited resources, was prompting them to pick their cases carefully, focusing on those that had the best chance of success.

Beyond legal help, the immigrants have other urgent needs that are not necessarily being met, including health care, psychological counseling and educational support, advocates said.

Mario Russell, director of the Immigrant and Refugee Services Division for Catholic Charities Community Services in New York, said a lot of the children had suffered trauma, either in their home countries or en route to the United States.

“Over time, how do these kids receive the care that they need?” Mr. Russell asked. “How many will be lost into their communities? How many are going to be sent to work? How many will not go to school? How many are going to be sick?”

Service providers have begun discussing among themselves how to deal with the surge at this end of the pipeline, and wondering where they might get much-needed funding to provide additional help for the growing population of distressed immigrant children.

As he considered the challenge, Mr. Russell remembered a case he had several years ago. He had been working with a girl, an unauthorized immigrant, to legalize her status. Her deportation was dismissed and she was finally approved to receive a green card. But before she received it, she dropped off Mr. Russell’s radar.

“She just disappeared,” he recalled. “She could’ve been trafficked, working in an apple orchard. I have no idea.”

Mr. Russell was never able to locate her.

“Her card is still in my desk,” he said.

***Correction: June 17, 2014***

*Because of an editing error, an earlier version of this article misidentified the school where Safe Passage Project is based. It is New York Law School, not New York University Law School. The error was repeated in a photo caption.*

A version of this article appears in print on June 18, 2014, on page A19 of the New York edition with the headline: New York Strains to Handle Surge in Child Migrants.



## Jay Petrek

---

**From:** Bill Martin  
**Sent:** Thursday, June 19, 2014 1:35 PM  
**To:** Jay Petrek  
**Subject:** FW: [Website Feedback]: Proposed Immigrant Youth Shelter

**From:** noreply@www.escondido.org [mailto:noreply@www.escondido.org]  
**Sent:** Thursday, June 19, 2014 12:29 PM  
**To:** Bill Martin  
**Subject:** [Website Feedback]: Proposed Immigrant Youth Shelter

Ricardo Rubio  
[rickyr0328@yahoo.com](mailto:ricky0328@yahoo.com)

Good Afternoon,

I'm writing you today as a concerned resident of Escondido regarding the proposed Immigrant Youth Shelter at 1817 Avenida del diablo. I've recently purchased a home near the site of the proposed shelter and have great concerns. First off, I have a four year old daughter and feel she'll be in danger if an immigrant teenager were to run away from this shelter. I would not feel safe with children from my neighborhood playing with each other in the afternoons knowing of the possibility of a runaway immigrant. I'm currently serving in the US Navy and there are times when I am gone for months at a time and won't be at peace knowing my family is in such close proximity of this shelter. I moved to this community because I thought it was safe and good neighborhood where I wouldn't have to worry. Also, does it make sense to you to have this type of shelter in a RESIDENTIAL AREA? It makes NO SENSE to me whatsoever and I find it unacceptable that it's being proposed. Ask yourselves if you would welcome this type of shelter in your own backyards. I assume none of you would agree to this. This shelter also brings no benefit to our community and if anything, would decrease home values. Being in the military has taught me to not only raise concerns of safety but also provide solutions. I recommend you look for a different site such as a building near city hall where this type of shelter can be closely monitored or in any other area EXCEPT in a residential area. Again, I completely disagree with this proposed shelter at 1817 Avenida del diablo and my neighbors all disagree with this proposal as well. I appreciate your time and consideration.

Thank you,

Ricardo Rubio

909-657-8655

HTTP\_USER\_AGENT: Mozilla/5.0 (Macintosh; Intel Mac OS X 10\_8\_5) AppleWebKit/537.76.4 (KHTML, like Gecko) Version/6.1.4 Safari/537.76.4  
REMOTE\_HOST: 108.178.216.60  
REMOTE\_ADDR: 108.178.216.60  
LOCAL\_ADDR: 10.255.2.55

**PLANNING COMMISSION**

Agenda Item No.: G.1  
Date: July 22, 2014

TO: Planning Commission

FROM: Planning Staff

SUBJECT: Resolution No. 6015 with Revised Findings (Case No. PHG 14-0017)

Resolution No. 6015 from the June 24, 2014, Planning Commission meeting is attached with findings supporting the Planning Commission's decision for final action. If approved, the 10-day appeal period will begin on Wednesday, July 23, 2014, and end on Friday, August 1, 2014. The effective date of the decision will be August 2, 2014.

Respectfully submitted,



Jay Petrek, AICP  
Assistant Planning Director

Planning Commission  
Hearing Date: June 24, 2014  
Effective Date: August 2, 2014

RESOLUTION NO. 6015

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ESCONDIDO, CALIFORNIA, DENYING A CONDITIONAL USE PERMIT FOR GOVERNMENT SERVICES, TO OPERATE A 96-BED UNACCOMPANIED YOUTH CARE FACILITY, AND DENIAL OF AN ASSOCIATED EXTENSION OF TIME FOR AN EXISTING CONDITIONAL USE PERMIT FOR A SKILLED NURSING RESIDENTIAL CARE FACILITY IN THE RE-20 ZONE

APPLICANT: U.S. Department of Health and Human Services

CASE NO: PHG 14-0017

WHEREAS, the Planning Commission of the City of Escondido did, on June 24, 2014, hold a public hearing to consider a request for a Conditional Use Permit (CUP) for Government Services to operate a 96-bed unaccompanied youth care facility serving minors between 6 and 17 years of age, within an existing 35,200 SF building in the RE-20 zone. The facility would be operated by Southwest Key Program, on behalf of the United States Department of Health and Human Services. The applicant is proposing to install six-foot-high decorative tubular steel fencing on the site and would be required to construct a solid cover over the existing trash enclosure; no other new construction or exterior modifications are proposed. The project also includes an extension of time for the existing CUP for a skilled nursing residential care facility, allowing it to be reactivated when the CUP for the unaccompanied youth care facility is terminated. The site is located on the southern side of Avenida del Diablo, between



Valley Parkway and Del Dios Road, addressed as 1817 Avenida del Diablo, more particularly described in Exhibit "B."

WHEREAS, the following determinations were made:

1. That a notice was published and mailed as required by the Escondido Zoning Code and applicable State law.

2. That the application was assessed in conformance with the California Environmental Quality Act (CEQA) and that a Notice of Exemption was issued for the proposed project on June 5, 2014, in conformance with CEQA Section 15301 "Existing Facilities."

3. That a staff report was presented discussing the issues in the matter.

4. That a public hearing was held and that all persons desiring to speak did so.

5. That the Planning Commission closed the public hearing and approved a motion to deny the CUP and the associated extension of time by a vote of 7-0, including direction for staff to prepare more detailed findings based on the extensive public testimony and Planning Commission comments, and to return with the resolution at the next meeting on July 22, 2014.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Escondido:

1. That the above recitations are true and correct.

2. That the Planning Commission certifies that it has reviewed and considered the environmental review and determined that it is complete and adequate

for this project, and there are no significant environmental effects which are associated with the proposed project.

3. That the Findings of Fact, attached as Exhibit "A," were made by the Planning Commission.

4. That, considering the public record, public testimony, the findings of fact, and applicable law, the Planning Commission denied Applicant's request for a Conditional Use Permit and the associated Extension of Time.

PASSED, ADOPTED AND APPROVED by a majority vote of the Planning Commission of the City of Escondido, California, at a regular meeting held on the 22<sup>nd</sup> day of July, 2014, by the following vote, to wit:

AYES:                    COMMISSIONERS:  
NOES:                    COMMISSIONERS:  
ABSTAINED:        COMMISSIONERS:  
ABSENT:                COMMISSIONERS:

\_\_\_\_\_  
JEFFERY WEBER, Chairman  
Escondido Planning Commission

ATTEST:

\_\_\_\_\_  
BILL MARTIN, Secretary of the  
Escondido Planning Commission

I hereby certify that the foregoing Resolution was passed at the time and by the vote above stated.

\_\_\_\_\_  
TY PAULSON, Minutes Clerk  
Escondido Planning Commission

Decision may be appealed to City Council pursuant to Zoning Code Section 33-1303

**EXHIBIT “A”**  
**FINDINGS OF FACT**  
**PHG 14-0017**

**Conditional Use Permit**

1. Conditional use permit shall mean a zoning instrument used primarily to review the location, site development or conduct of certain land uses. These are uses which generally have a distinct impact on the area in which they are located, or are capable of creating special problems for bordering properties unless given special attention.
2. The Planning Commission shall have the authority to grant, conditionally grant or deny a conditional use permit application as provided for in Section 65900 et seq. of the California Government Code, based on sound principles of land use.
3. A conditional use permit is granted at the discretion of the Planning Commission and is not the automatic right of any applicant.
4. The Planning Commission held a duly-noticed public hearing as required by the Escondido Zoning Code.
5. Hundreds of community residents attended the public hearing.
6. A large number of interested parties submitted 40 written communications to the Planning Commission prior to the public hearing with 37 of those communications expressing opposition to the conditional use permit.
7. Approximately 90 public speakers expressed their views.
8. A large majority of public speakers expressed strong views against granting the conditional use permit.
9. Escondido residents spoke and expressed their concerns that the proposed unaccompanied youth care facility at this location would have a negative impact on traffic in their neighborhood.
10. Escondido residents spoke and expressed their concerns that the proposed unaccompanied youth care facility at this location would have a negative impact on noise levels in their neighborhood.
11. Escondido residents spoke and expressed their concerns that the proposed unaccompanied youth care facility at this location would have a negative impact on the security of their neighborhood.

12. Escondido residents spoke and expressed their concerns that the proposed unaccompanied youth care facility lacked adequate outdoor recreational facilities for the unaccompanied minors.
13. Escondido residents spoke and expressed their concerns that the proposed unaccompanied youth care facility at this location would have a negative impact on their neighborhood as the facility operated around the clock and had rotating shift changes.
14. Escondido residents spoke and expressed their concerns that the proposed unaccompanied youth care facility at this location would have a negative impact on their neighborhood as the parking available on site was not adequate and overflow parking would impact their neighborhood.
15. Escondido residents spoke and expressed their concerns that the proposed unaccompanied youth care facility at this location would have a negative impact on their neighborhood and diminish their quality of life.
16. Escondido residents spoke and expressed their concerns that the proposed unaccompanied youth care facility at this location would have a negative impact on their neighborhood and change the character of their neighborhood.
17. Escondido residents spoke and expressed their concerns that the proposed unaccompanied youth care facility at this location would have a negative impact on their neighborhood that is already over-burdened with the cumulative impacts of a new high school, three churches, a fire station, and the lack of sidewalks in the general vicinity of the proposed facility.
18. Many public speakers also expressed views on the appropriateness of what they considered to be a federal detention facility in a residential zone.
19. Escondido Zoning Code Sec. 33-1203, Findings of the commission, states

“In granting a conditional use permit, the following guidelines shall be observed:

(a) A conditional use permit should be granted upon sound principles of land use and in response to services required by the community;

(b) A conditional use permit should not be granted if it will cause deterioration of bordering land uses or create special problems for the area in which it is located.

(c) A conditional use permit must be considered in relationship to its effect on the community or neighborhood plan for the area in which it is to be located.”

20. The Planning Commission finds that approval of the proposed conditional use permit for "Government Services" to operate an unaccompanied youth care facility at this location would not be based upon sound principles of land use.
- a. The Planning Commission did not consider any public comments that did not relate to land use.
  - b. The Planning Commission finds that it cannot ignore the community comments of traffic, parking, security and noise.
  - c. The Planning Commission finds that it cannot ignore the community comments concerning changing the residential character of the surrounding neighborhood.
  - d. The Planning Commission finds that the proposed site is too small for the proposed use.
  - e. The Planning Commission finds that when combined with the staff, the applicant plans to accommodate too many people into too small of a space.
  - f. The Planning Commission finds that the proposed site lacks adequate outdoor recreational space for up to 96 minors.
  - g. The Planning Commission finds that the applicant's plan to provide no active outdoor recreation on site does not appear credible.
  - h. The Planning Commission finds that the proposed use would better fit in a larger, school sized setting similar to San Pasqual Academy.
  - i. The Planning Commission finds that the Applicant's plan to use neighboring parks for recreation or local schools would have a negative impact on resident use of the same facilities.
  - j. The Planning Commission finds that the parking ratio for the proposed site appears insufficient. The staff analysis of one parking space for three beds for children's homes do not factor in the parking required for on-site medical, dental, education, or social worker staffing nor space for the 12 vans required for the planned off-site services.
  - k. The Planning Commission finds the proposed fencing for the site appears inadequate for the anticipated security needs of the proposed facility.

- l. The Planning Commission finds that the assurances made by the applicant were insufficient.
  - m. The Planning Commission finds that the site plan is inadequate.
- 21. The Planning Commission finds that approval of the proposed conditional use permit for "Government Services" to operate an unaccompanied youth care facility at this location is not in response to services required by the community.
  - a. There is no community need for an unaccompanied youth care facility at this location.
  - b. The proposed facility would not serve the members of this community.
  - c. The proposed use is significantly different than a residential care facility.
  - d. The previously-approved skilled nursing facility and amenities were designed for a less ambulatory occupant that did not require active outdoor recreation areas.
  - e. The proposed facility is surrounded by residential uses and would be out of character for the neighborhood.
  - f. The proposed facility is at a gateway to the City and would have a negative impact on the community.
- 22. The Planning Commission finds that approval of the proposed conditional use permit for "Government Services" to operate an unaccompanied youth care facility at this location should not be granted if it will cause deterioration of bordering land uses or create special problems for the area in which it is located.
  - a. The Planning Commission finds the 24 hour per day operation, the large staff and the constant turnover of minors will have a negative impact on the residential character of neighborhoods surrounding the proposed facility.
  - b. The Planning Commission finds the traffic and associated activities resulting from the anticipated high turnover of unaccompanied minors and the proposed off-site services including medical and dental treatments, education and recreational field trips would adversely impact the bordering residential land uses.

- c. The Planning Commission finds the addition of up to 96 unaccompanied minors when combined with students from Del Lago Academy would adversely impact the bordering residential land uses.
- d. The proposed use would diminish the quality of life for established uses in the area because there would be an increase in noise and traffic from the vehicles transporting the occupants and employee vehicles, and the lack of adequate onsite parking for employees particularly during shift changes that occur with a 24-hour facility would contribute to overflow parking on surrounding local streets.
- e. Due to the security considerations for the minors and the existing site layout which does not contain, propose or have adequate space for any outdoor recreation areas, the proposed facility would not provide adequate outdoor recreation area for the minors as commonly provided with other facilities providing care for children, and would increase demand on other offsite recreational facilities for activities that would typically be accommodated onsite when providing care for a large group of children.
- f. The proposed conditional use permit for "Government Services" to operate an unaccompanied youth care facility at this location would cause a deterioration of bordering land uses and would create special problems in the area in which the facility is located, related to an anticipated increase in noise and traffic from the vehicles transporting the occupants and employee vehicles.
- g. The lack of adequate onsite parking for employees particularly during shift changes that occur with a 24-hour facility would contribute to overflow parking on surrounding local streets.
- h. Approval of the use would establish a non-residential use in the neighborhood that is more intensive than the previously approved skilled nursing facility, in a neighborhood that is already developed with a concentration of non-residential uses, including three religious facilities, a public high school campus and a fire station in close proximity, and would affect the suburban character of the established residential neighborhood.
- i. The proposed operational and security measures, including perimeter fencing and supervision without formal detention capabilities, are inadequate and would create security concerns and create a potential increase in demand for local police services in the event a minor leaves the premises without permission or accompaniment.



23. The proposed conditional use permit for “Government Services” to operate an unaccompanied youth care facility at this location has been considered in relationship to its effect on the surrounding neighborhood and has been determined not to be compatible with immediate surrounding properties that primarily include single family residential uses and taking into account the concentration of other non-residential uses in the neighborhood involving three religious facilities, a public high school and a fire station.
- a. The Planning Commission finds the proposed conditional use permit would establish a non-residential use that is more intensive than the previously approved skilled nursing facility, operating 24 hours a day seven days a week, thereby increasing impacts on the surrounding community related to traffic, parking, noise and security.
  - b. The Planning Commission finds the operational characteristics of the proposed project for youths are not compatible and consistent with the surrounding neighborhood.

### **Extension of Time**

1. A conditional use permit abandoned or not used for twelve (12) consecutive months shall terminate said permit and any privileges granted thereunder shall become null and void.
2. The Planning Commission may grant an extension of time for a conditional use permit.
3. The Planning Commission finds no evidence supports extending the previously approved conditional use permit for a skilled nursing residential care facility for the proposed five to fifteen year period.
4. The Planning Commission finds the timeframe for reinstatement of the previous use is undetermined, rendering the potential demand, operational characteristics and service needs of the community at a future date as speculative.
5. Operations at the existing facility have been discontinued and several similar facilities are currently operating or are under construction to meet current demand.
6. The Planning Commission finds the current use should terminate if not used for twelve months in accordance with the Escondido Zoning Code.

COMMITTEE ON ARMED SERVICES  
COMMITTEE ON  
EDUCATION AND THE WORKFORCE  
COMMITTEE ON TRANSPORTATION  
AND INFRASTRUCTURE  
CHAIRMAN, SUBCOMMITTEE ON THE COAST  
GUARD AND MARITIME TRANSPORTATION

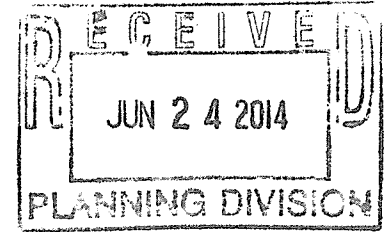


Duncan Hunter  
U.S. House of Representatives  
50th District, California

June 24, 2014

The Honorable Sam Abed  
Mayor, City of Escondido  
201 North Broadway  
Escondido, CA 92025

**WRITTEN COMMUNICATIONS**  
**AGENDA ITEM NO.: G.2**  
**6/24/14 PC MEETING**



WASHINGTON, DC OFFICE:  
223 CANNON HOUSE OFFICE BUILDING  
WASHINGTON, DC 20515  
TELEPHONE: (202) 225-5672  
DISTRICT OFFICES:  
EL CAJON TELEPHONE: (619) 448-5201  
ESCONDIDO TELEPHONE: (760) 743-3260  
TEMECULA TELEPHONE: (951) 695-6108

Dear Mayor Abed,

In preparation for the City Planning Commission meeting this evening, I wish to reiterate my strong concerns with granting a conditional use permit to enable the Department of Health and Human Services (HHS) to operate a facility for unaccompanied minors. The City of Escondido should not be asked to absorb the burdens that come with the establishment of a facility when the federal government—not municipalities—should shoulder both the responsibility and full cost.

I have reviewed the documentation related to the federal lease application and it is my firm belief that the specific site in question—the Palomar Continuing Care Center—is unsuitable to serve as a facility for unaccompanied minors. One of my single greatest concerns is the length of the proposed lease. The lease applicant has asked to lease the property for a minimum of five years, with options to extend the lease to 15 years. I've confirmed that there is no intent on the part of the HHS or the federal government to temporarily establish a care facility in Escondido. Other costs to the community, which are not paid by the federal government, will surely rise over time and present other forms of decision making to community leaders.

While the site previously served as a residential care facility for a number of decades, mainly to a senior population, the children that would be housed at the site bring a number of considerations that must be taken into account, including disruptions to the residential community. The existing site previously served individuals with limited mobility and was not intended to support a transient population requiring frequent drop-offs and pick-ups. According to information specific to unaccompanied minor program, a typical stay at a care facility is approximately 30 to 35 days. No less problematic is the lack of substantial outdoor space.

The Escondido Police Department has also expressed concerns about the potential for children to wander off the site. While HHS has proposed building a six-foot fence to help

alleviate this problem, I am concerned that this precaution alone is not enough to prevent individuals from entering or leaving the facility without authorization. Moreover, the cost of this fencing, in addition to all other structural improvements, has not been factored into the annual \$6-7 million cost of operating the facility.

Another point to consider is that the individuals who would be housed at the site come from areas that lack adequate health care screening. As such, there are higher rates of contagious diseases, including tuberculosis and measles, among populations. Even though individuals do receive health screenings upon entering the U.S., the high number of individuals undergoing screening presents room for error. This could expose the immediate residential area and school located near the facility to significant risks.

The proposed facility in Escondido cannot begin to address the more than 90,000 unaccompanied children that are estimated to migrate to our country this year. The solution must involve changes to the Administration's underlying immigration policies and a commitment to return the children to their homes as soon as possible. As I work at the federal level to address these issues, I urge the city to deny HHS's application.

Sincerely,

A handwritten signature in black ink, appearing to read "Duncan Hunter". The signature is stylized and cursive, with a large initial "D" and "H".

Duncan Hunter  
Member of Congress

COMMITTEE ON ARMED SERVICES  
COMMITTEE ON  
EDUCATION AND THE WORKFORCE  
COMMITTEE ON TRANSPORTATION  
AND INFRASTRUCTURE  
CHAIRMAN, SUBCOMMITTEE ON THE COAST  
GUARD AND MARITIME TRANSPORTATION

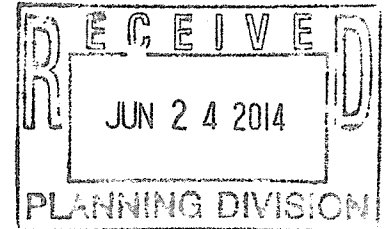


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TEMECULA TELEPHONE: (951) 695-5108

**Duncan Hunter**  
**U.S. House of Representatives**  
**50th District, California**

June 20, 2014



**WRITTEN COMMUNICATIONS**  
**AGENDA ITEM NO.: G.2**  
**6/24/14 PC MEETING**

The Honorable Sam Abed  
Mayor, City of Escondido  
201 N Broadway  
Escondido, CA 92025

Dear Mayor Abed:

I am writing to make you aware of my stringent objection to an application submitted by the U.S. Department of Health and Human Services to the City of Escondido Planning Commission for a Conditional Use Permit to operate a youth special needs facility at the former Palomar Continuing Care facility located at Avenida del Diablo in Escondido. It is my understanding that the Commission is scheduled to hold a hearing on this application on Tuesday, June 24, 2014.

I am significantly concerned that this facility will be utilized to house individuals that have entered into the United States illegally and were apprehended by federal enforcement agencies, which have been overloaded in recent months with similar apprehensions throughout the Southwest international border. It is important to note that reliable background information is unavailable on most of these individuals regarding medical conditions, possible criminal affiliations, and data on their final destination. If this application is approved, the Planning Commission will be unnecessarily and irresponsibly placing our community at risk by creating a resource in Escondido for the federal government to house individuals for whom we have no assessment of the potential adverse impact they may pose.

Like many, I am concerned with recent reports of the surge of thousands of young children and expectant mothers illegally entering the United States at great risk with the intention of purposely being apprehended and utilizing current policies to delay their deportation or, in some cases, be allowed to stay in our country indefinitely. Unfortunately, this is a direct result of an Administration that places more emphasis on furthering its political agenda rather than upholding the rule of law and enforcing a strong international border. These policies undermine our efforts to keep our border region safe and betray the significant efforts of Border Agents to perform their responsibilities. This situation will undoubtedly continue if local communities do not display a political will to object to these policies and take specific action to deny local resources from being utilized for federal failures.

Mr. Mayor, I know you share my concern with these issues and have consistently demonstrated that the well being of our community is your top priority. It is for this reason that I respectfully request that you work with the Commission to reject this application and force President Obama and his administration to take ownership of a problem they created and work with Congress to determine a more appropriate solution.

Sincerely,

Duncan Hunter  
Member of Congress

STATE CAPITOL  
P.O. BOX 942849  
SACRAMENTO, CA 94249-0075  
(916) 319-2075  
FAX (916) 319-2175

DISTRICT OFFICE  
350 W. 5TH AVENUE, SUITE 110  
ESCONDIDO, CA 92025  
(760) 480-7570  
FAX (760) 480-7516

Assembly  
California Legislature



MARIE WALDRON  
ASSEMBLYMEMBER, SEVENTY-FIFTH DISTRICT

COMMITTEES  
VICE CHAIR: ARTS, ENTERTAINMENT,

WRITTEN COMMUNICATIONS  
AGENDA ITEM NO.: G.2  
6/24/14 PC MEETING

June 23, 2014

City of Escondido  
Planning Commission  
201 North Broadway  
Escondido, CA 92025

Re: Case number PHG 14-0017

Conditional Use Permit application by U.S. Dept. of Health and Human Services

In the above named application, the U.S. Department of Health and Human services is asking the City of Escondido to approve a 96-bed unaccompanied youth care facility at 1817 Avenida Del Diablo. I appreciate the opportunity to express my concerns regarding this proposal:

- The building on-site was previously used as a skilled nursing facility, designed for elderly, bedridden or semi-ambulatory patients.
- The proposed use as a detention/custodial facility for children and youth is incompatible with the neighborhood and the previous use.
- Potential negative impacts on the surrounding neighborhood including security, traffic, health concerns, etc. will be local while management and oversight will be federal
- Local control over this facility will be non-existent; local impacts will be extensive

The underlying humanitarian reasons for this request do not outweigh the negative impacts. Establishing this facility in this neighborhood is bad land-use planning resulting from failed federal policies. These issues must be resolved at the federal level and should not be delegated by federal authorities to Escondido or to its citizens.

As an Escondido resident and Assemblymember elected by the people of Escondido to represent them in the California Assembly, I ask the Escondido Planning Commission to respect the wishes of the overwhelming majority of neighborhood residents by rejecting this application.

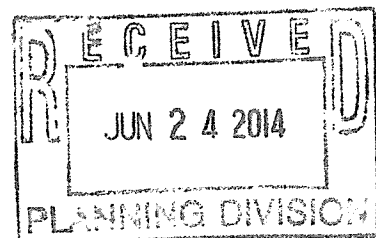
Sincerely,

*Marie Waldron*

Marie Waldron  
Assemblymember, 75th District

Cc:

House Majority Leader Kevin McCarthy  
Congressman Duncan Hunter  
Mayor Sam Abed  
Councilmember Olga Diaz  
Councilmember Ed Gallo  
Councilmember Mike Morasco  
Councilmember John Masson



RECEIVED  
JUN 23 2014  
CITY MANAGER'S OFFICE

STATE CAPITOL  
P.O. BOX 942849  
SACRAMENTO, CA 94249-0075  
(916) 319-2075  
FAX (916) 319-2175

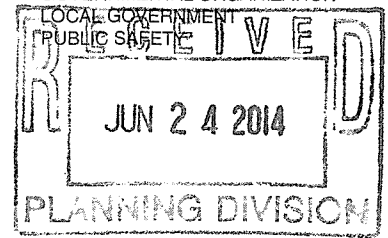
DISTRICT OFFICE  
350 W. 5TH AVENUE, SUITE 110  
ESCONDIDO, CA 92025  
(760) 480-7570  
FAX (760) 480-7516

# Assembly California Legislature



**MARIE WALDRON**  
ASSEMBLYMEMBER, SEVENTY-FIFTH DISTRICT

COMMITTEES  
VICE CHAIR: ARTS, ENTERTAINMENT,  
SPORTS, TOURISM, AND  
INTERNET MEDIA  
GOVERNMENTAL ORGANIZATION



June 23, 2014

The Honorable Sam Abed  
Mayor, City of Escondido  
201 North Broadway  
Escondido, CA 92025

Dear Mayor Abed:

Re: Case number PHG 14-0017

Conditional Use Permit application by U.S. Dept. of Health and Human Services

In the above named application, the U.S. Department of Health and Human services is asking the City of Escondido to approve a 96-bed unaccompanied youth care facility at 1817 Avenida Del Diablo. I appreciate the opportunity to express my concerns regarding this proposal:

- The building on-site was previously used as a skilled nursing facility, designed for elderly, bedridden or semi-ambulatory patients.
- The proposed use as a detention/custodial facility for children and youth is incompatible with the neighborhood and the previous use.
- Potential negative impacts on the surrounding neighborhood including security, traffic, health concerns, etc. will be local while management and oversight will be federal
- Local control over this facility will be non-existent; local impacts will be extensive

The underlying humanitarian reasons for this request do not outweigh the negative impacts. Establishing this facility in this neighborhood is bad land-use planning resulting from failed federal policies. These issues must be resolved at the federal level and should not be delegated by federal authorities to Escondido or to its citizens.

As an Escondido resident and Assemblymember elected by the people of Escondido to represent them in the California Assembly, I ask the Escondido Planning Commission to respect the wishes of the overwhelming majority of neighborhood residents by rejecting this application.

Sincerely,

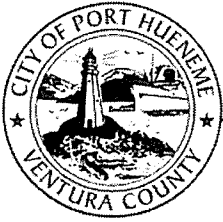
Marie Waldron  
Assemblymember, 75th District

Cc:

House Majority Leader Kevin McCarthy  
Congressman Duncan Hunter  
Councilmember Olga Diaz  
Councilmember Ed Gallo  
Councilmember Mike Morasco  
Councilmember John Masson

JUN 23 2014

CITY MANAGER'S OFFICE  
WRITTEN COMMUNICATIONS  
AGENDA ITEM NO.: G.2  
6/24/14 PC MEETING



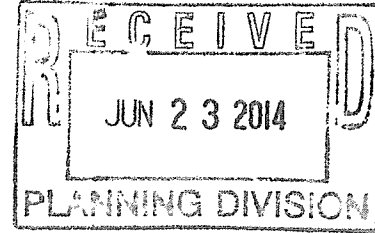
# City of Port Hueneme

250 N. Ventura Road • Port Hueneme, CA 93041 • (805) 986-6500

WRITTEN COMMUNICATIONS  
AGENDA ITEM NO.: G.2  
6/24/14 PC MEETING

June 19, 2014

Mayor and City Council  
City of Escondido  
201 North Broadway  
Escondido, CA 92025



Honorable Mayor and City Council Members:

As a community leader whose city has been impacted by the housing of immigrant kids through the U.S. Department of Health & Human Services, and the newest program undertaken by Southwest Key Programs, I'm very grateful that they are the NGO chosen to be the partners to help facilitate, process and place these children with their respective families.

Their dedication, tenacity and professionalism is evident in and through a meeting I had with VP Alexia Rodriguez, and I am encouraged by their individual concern and respect for these children and staff members alike. I would personally support their program in any community, welcoming them with open arms, to provide strength, collaboration and investment in the lives of the children and of the community we serve.

Sincerely,

Sylvia Muñoz Schnopp  
Port Hueneme Council Member

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**From:** Bill Martin  
**Sent:** Tuesday, June 24, 2014 3:39 PM  
**To:** Joanne Tasher  
**Cc:** Jay Petrek; Barbara Redlitz  
**Subject:** FW: [Website Feedback]: NO DETENTION FACILITY IN ESCONDIDO

**From:** [noreply@www.escondido.org](mailto:noreply@www.escondido.org) [mailto:noreply@www.escondido.org]  
**Sent:** Tuesday, June 24, 2014 3:38 PM  
**To:** Bill Martin  
**Subject:** [Website Feedback]: NO DETENTION FACILITY IN ESCONDIDO

Jasen Powell  
[jasen@jackpowell.com](mailto:jasen@jackpowell.com)

Dear Planning Commission:

You MUST vote NO for the proposed detention facility in Escondido. There are many reasons why the proposal is flawed, including the the lack of an exit strategy, the load on civil and municipal services that will be impacted, the lack of taxpayer funding for the necessary schools, supervision, medical needs, and also, the location of this facility in an area of the country where the cost of living, and all other services is the very highest. The location of this facility and the unknown youth problems that will likely follow will be very detrimental to the customer and employee experience in the surrounding retail areas. Please vote this down. Thanks.

HTTP\_USER\_AGENT: Mozilla/5.0 (Windows NT 6.1; WOW64) AppleWebKit/537.36 (KHTML, like Gecko)  
Chrome/35.0.1916.153 Safari/537.36  
REMOTE\_HOST: 209.242.150.94  
REMOTE\_ADDR: 209.242.150.94  
LOCAL\_ADDR: 10.255.2.55



WRITTEN COMMUNICATIONS  
AGENDA ITEM NO.: G.2  
6/24/14 PC MEETING

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**From:** Bill Martin  
**Sent:** Tuesday, June 24, 2014 2:39 PM  
**To:** Joanne Tasher  
**Cc:** Jay Petrek; Barbara Redlitz  
**Subject:** FW: Detention facility on Del Diablo

-----Original Message-----

From: Jack Powell [<mailto:jpowell@jackpowell.com>]  
Sent: Tuesday, June 24, 2014 2:38 PM  
To: Bill Martin  
Subject: Detention facility on Del Diablo

Mr. Martin,

I am the President of Jack Powell Chrysler Jeep Dodge Ram, in the Escondido Auto Park. As a long time businessman here, I have contributed much to the finances of Escondido, just recently constructing a beautiful new dealership facility to the tune of about \$4,000,000. I have been involved in life in Escondido since attending 4th grade thru high school, at Escondido High. My family moved here in 1958, and during the nearly 60 years we have been here much has happened to change the character of our City. Some good, some bad.

I am writing to voice my strong opposition to the installation of a detention center for illegal alien youths anywhere in our City. The proposed location within one of the areas of the USA with the highest cost of living exacerbates the the unreasonableness of this this proposition. Our city scrambles to manage the gangs, drugs and criminal element who presently call it home. The idea of adding to financial burden of Escondido's taxpayers who will inevitably be called on to pay for the schools, hospitals, police, welfare, social and municipal services is absolutely unwelcome. Ask any Escondido taxpayer if they are eager to increase their taxes for the downstream costs associated with opening our City to an exodus of illegal aliens. This is Federal problem, and it requires a Federal solution.

Please VOTE NO on the proposed Retention facility I on Del Diablo.

Thank You,

Jack Powell, Jr.  
President  
Jack Powell Chrysler Jeep Dodge Ram  
[www.jackpowell.com](http://www.jackpowell.com)

Sent from my iPad

WRITTEN COMMUNICATIONS  
AGENDA ITEM NO.: G.2  
6/24/14 PC MEETING

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**From:** Bill Martin  
**Sent:** Tuesday, June 24, 2014 3:17 PM  
**To:** Joanne Tasher  
**Cc:** Jay Petrek; Barbara Redlitz  
**Subject:** FW: [Website Feedback]: Detention Facility

**From:** [noreply@www.escondido.org](mailto:noreply@www.escondido.org) [<mailto:noreply@www.escondido.org>]  
**Sent:** Tuesday, June 24, 2014 3:04 PM  
**To:** Bill Martin  
**Subject:** [Website Feedback]: Detention Facility

John Lukehart  
[jlukehart@mbescondido.com](mailto:jlukehart@mbescondido.com)

I operate & manage three of your largest tax revenue sources in Escondido, Ford of Escondido, Hyundai of Escondido, Mercedes-Benz of Escondido, and we do not want you to open a detention facility in Escondido.

Please vote NO.

HTTP\_USER\_AGENT: Mozilla/4.0 (compatible; MSIE 8.0; Windows NT 6.1; WOW64; Trident/4.0; GTB7.5; SLCC2; .NET CLR 2.0.50727; .NET CLR 3.5.30729; .NET CLR 3.0.30729; Media Center PC 6.0; .NET4.0C; .NET4.0E)  
REMOTE\_HOST: 72.214.16.100  
REMOTE\_ADDR: 72.214.16.100  
LOCAL\_ADDR: 10.255.2.55

WRITTEN COMMUNICATIONS  
AGENDA ITEM NO.: G.2  
6/24/14 PC MEETING

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**From:** Bill Martin  
**Sent:** Tuesday, June 24, 2014 3:17 PM  
**To:** Joanne Tasher  
**Cc:** Jay Petrek; Barbara Redlitz  
**Subject:** FW: [Website Feedback]: Federal Detention Facility for Illegal Aliens Yout

**From:** [noreply@www.escondido.org](mailto:noreply@www.escondido.org) [<mailto:noreply@www.escondido.org>]  
**Sent:** Tuesday, June 24, 2014 3:16 PM  
**To:** Bill Martin  
**Subject:** [Website Feedback]: Federal Detention Facility for Illegal Aliens Yout

Rhett Saunders  
[rsaunders@hyundaiofescondido.com](mailto:rsaunders@hyundaiofescondido.com)

As a long time Escondido car Dealership employee and current GM of Hyundai of Escondido i urge the panel to vote NO on bringing the Federal Detention Facility for illegal Alien youth. It would bring and undesirable taste to an up and coming town that is moving towards the city of choice to live in North County San diego

HTTP\_USER\_AGENT: Mozilla/4.0 (compatible; MSIE 8.0; Windows NT 6.1; WOW64; Trident/4.0; SLCC2; .NET CLR 2.0.50727; .NET CLR 3.5.30729; .NET CLR 3.0.30729; Media Center PC 6.0; .NET CLR 1.1.4322; .NET4.0C; .NET4.0E; MS-RTC LM 8)  
REMOTE\_HOST: 70.168.48.106  
REMOTE\_ADDR: 70.168.48.106  
LOCAL\_ADDR: 10.255.2.55

**Jay Petrek**

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**From:** Jack Anderson <captjack1@cox.net>  
**Sent:** Saturday, June 21, 2014 10:03 PM  
**To:** Jay Petrek; Barbara Redlitz  
**Cc:** captjack1@cox.net; Sam Abed; Olga Diaz; John Masson; Michael Morasco; Ed Gallo; Jeffrey Epp; Charles Grimm; Clay Phillips; 'Jerry Kaufman'; kleiterted@gmail.com  
**Subject:** Planning Commission Case - PHG 14-0017 Conditional Use Permit and Extension of Time for a Current CUP for the Skilled Nursing Facility at 1817 Avenida del Diablo

Good Evening

I read with interest the Planning Commission agenda for Tuesday June 24 at which the above mentioned case will be presented for discussion with no recommendation from the Planning staff. I am unable to attend the meeting as I will be out of town; I appreciate this communication being shared with the members of the Planning Commission as part of the public input.

I find it interesting that the "prospective" owner of the property is seeking a new use, while also seeking an extension of the current use permit; perhaps a "back pocket" use approval 'In case it is needed'.

I suggest that the Planning Commission and ultimately the City Council neither foster nor approve land use decisions in this manner. Either the property is approved for use as a skilled nursing facility or it is not. Either it is approved for use as a '96-bed Unaccompanied Youth Care Facility' or it is not...

Land use decisions should not be made allowing a property owner free rein as to which use they prefer, or are able to find a tenant to fulfill.

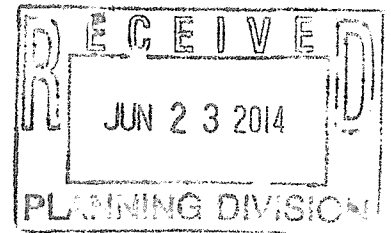
Additionally, the two uses are diametrically different in their use of land and impact on neighboring community land uses. Specifically, a skilled nursing facility is appropriate in many neighborhood settings and the specific facility, though now not-in-operation, has been a good neighbor in the Avenida Del Diablo/Del Dios Highway neighborhood.

The proposed use seems incompatible with the RE-20 zoning predominantly used in the immediate neighborhood area. Especially considering the intake, and program activities that are much more intensive than that of the skilled nursing facility. Additionally, with the recent addition of the Del Lago Academy, nearly adjoining to the property in question, raises an entire other issue as to compatibility with the 'residents/clients' of the 'Unaccompanied Youth Care Facility'.

Please listen to the community's concerns and; but most importantly, do not allow a property owner (or prospective owner) to treat land use approvals as a type of 'lottery' to be used at the 'winner's' whim.

Thanks for your consideration  
Jack Anderson

June 20, 2014



Escondido City Planning Commission  
City Hall, First Floor  
201 North Broadway  
Escondido, Ca. 92025

WRITTEN COMMUNICATIONS  
AGENDA ITEM NO.: G.2  
6/24/14 PC MEETING

To Whom It May Concern:

I recently saw the public notice posted by the City of Escondido describing plans and a *hearing regarding the construction of a youth special needs facility at 1817 Avenida del Diablo, i.e. Conditional use permit and extension of time-PHG 14-0017.*

As a nearby resident, I am writing to submit my strongest possible opposition to this project. I believe the proposed facility poses a serious security risk not only to the surrounding residential neighborhood but also to the two nearby schools, (Del Diablo Middle School and Del Lago Academy).

I visited the location when it functioned to provide medical services. It is in no way built *with the security measures required for the proposed detention facility.* I am aware that the proposal includes the construction of a six foot fence which will be an eyesore and will in no way deter detainees from leaving the premises.

I ask that members of the Planning Commission consider how they would feel if this proposed project was located near their residences and schools.

In the strongest possible terms I believe that such a detention facility should be located where it cannot pose a security risk to area residents.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bruce Pfefferkorn".

Bruce Pfefferkorn  
1638 Greenwood Place  
Escondido, Ca. 92029

---

**From:** Jay Petrek  
**Sent:** Tuesday, June 24, 2014 1:13 PM  
**To:** Joanne Tasher  
**Cc:** Bill Martin; Barbara Redlitz  
**Subject:** FW: Youth detainment camp

Joanne-  
Please provide a copy for Planning Commission. Thanks!

Jay Petrek, AICP  
Assistant Planning Director  
(760) 839-4556

Planning Division  
201 N. Broadway  
Escondido, CA 92025  
[www.escondido.org](http://www.escondido.org)  
(760) 839-4313 (fax)

-----Original Message-----

From: Daniel Davis [<mailto:redlineamge55@yahoo.com>]  
Sent: Tuesday, June 24, 2014 7:48 AM  
To: Jay Petrek; aBINN  
Subject: Youth detainment camp

To whom it concerns, as a resident of the adjacent neighborhood and the father of young girls I have extreme concerns about the plan to move up to 96 young people into the area whom have no ties to this area whatsoever. To drop a population bomb such as this into our quiet residential area is a mistake and I cannot stand by and watch as it is quietly implemented. It is this community itself that has raised itself from the stigma that pertains to much of the Escondido area and this community has made an itself one of the exceptions. With the recent advent of a charter high school almost next door to the proposed facility site, we once again elevated our community's standard by raising the educational bar for the local area and installing a detainment camp for youths who have entered this country illegally and are bringing with them no assets, yet unknown health, mental and behavioral complications is a certain step in the wrong direction! We are planning to treat youths who have entered this country illegally with more care than we show our own citizens and I believe that the standard for our own legal residents should be raised before our community goes down the path of providing such a facility in which young people who have illegally entered our country into Texas and other border states should be into our neighborhood. If these states mentioned are having a saturation problem with youths who have arrived there illegally it would be prudent on their part to construct necessary facilities in the areas most affected, not to ship them to our community. We have a high incident of illegal occupants in our city of Escondido already and as San Diego county is on a border we have our own set of problems without the balance being aggravated by a low security detainment camp for an unpredictable community of youths who have no ties whatsoever to this neighborhood, city, state or country. I'm all for people taking an opportunity for a better life in the world and there are proper steps toward those opportunities. Entering illegally is not one of them and it is my concern that the county has already reached the point where we should be sending people back who have not entered through the correct means, not bringing them here simply because of another state's lack of border security or any other deficiency which led to their inability to deal with their growing problem.

My concern is also with the corporation planned to operate the proposed facility, Southwest Key Programs inc. whom, after a bit of research shows to be in my opinion a poorly managed operation, especially by the consensus of the past and present employees that have reviewed the company's operational track record. The vast majority of the reviews and assessments of Southwest Key Programs Inc. are not favorable and many of the suggested problem areas seem to be in the mid and upper management. I am opposed to say the least, to a potentially improperly managed detainment camp for undocumented illegal entrants to America being placed next to my family's place of residence. Period. It must not go any further than the planning stage it is at now. Do not allow this ill-conceived plan to go any further. Thank you for considering my concerns,

Regards, Daniel B. Davis

---

**From:** Joyce Masterson  
**Sent:** Tuesday, June 24, 2014 9:44 AM  
**To:** williamcarter811@gmail.com; Sam Abed; Olga Diaz; Ed Gallo; Michael Morasco; John Masson  
**Cc:** Barbara Redlitz  
**Subject:** RE: [Website Feedback]: Conditional Use Permit PHG 14-0017

Thank you for taking the time to share your concerns with the City Council. This matter will be considered tonight, June 24, at 7:00 p.m. by the Planning Commission. If, and when, this matter is appealed to the City Council, you may be sure your concerns will be given appropriate consideration by them.

-Joyce Masterson, on behalf of the City Council

*Joyce Masterson  
Director of Economic Development and Community Relations  
City of Escondido  
201 N. Broadway  
Escondido, CA 92025  
Phone: 760-839-4621  
Fax: 760-739-7003*



**From:** [noreply@www.escondido.org](mailto:noreply@www.escondido.org) [mailto:noreply@www.escondido.org]  
**Sent:** Monday, June 23, 2014 5:11 PM  
**To:** Sam Abed; Olga Diaz; Ed Gallo; Michael Morasco; John Masson  
**Subject:** [Website Feedback]: Conditional Use Permit PHG 14-0017

William Carter  
[williamcarter811@gmail.com](mailto:williamcarter811@gmail.com)

This proposal will not be in the best interest of our citizens here in Escondido. Our schools are already overcrowded with children of undocumented immigrants and now the federal government wants to bring us more. This is NOT in the best interest of the Community of Escondido nor the neighborhoods that surround this facility. Please vote against authorizing this request.



Sincerely

William Carter

CONDITIONAL USE PERMIT AND EXTENSION OF TIME–  
PHG 14-0017:  
REQUEST:

A Conditional Use Permit for Government Services to operate a 96-bed unaccompanied youth care facility serving minors between 6 and 17 years of age, within an existing 35,200 SF building in the RE-20 zone. The facility would be operated by Southwest Key on behalf of the United States Department of Health and Human Services. The applicant is proposing to install six-foot-high fencing and a required trash enclosure cover; no other new construction or exterior modifications are proposed. The project also includes an extension of time for the existing skilled nursing residential care facility Conditional Use Permit so that it can be reactivated when the Conditional Use Permit for the unaccompanied youth care facility is terminated.

PROPERTY LOCATION: The property consists of a 2.31-acre parcel on the southern side of Avenida del Diablo, between Valley Parkway and del Dios Road, addressed as 1817 Avenida delDiablo.

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**From:** Bill Martin  
**Sent:** Tuesday, June 24, 2014 2:40 PM  
**To:** Joanne Tasher  
**Cc:** Jay Petrek; Barbara Redlitz  
**Subject:** FW: Conditional Use Permit PHG14-0017

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**From:** [lzddav@cox.net](mailto:lzddav@cox.net) [<mailto:lzddav@cox.net>]  
**Sent:** Tuesday, June 24, 2014 2:16 PM  
**To:** Bill Martin  
**Subject:** Conditional Use Permit PHG14-0017

A request is being considered today for a conditional use permit to the Federal Gov't for housing unaccompanied youth ages 6-17. The facility sits at Avenida Del Diablo, Valley Parkway & Del Dios Road.

As an owner of a property located in the View Terrace community, and a resident of the Del Dios community, I am expressing my concern and encouraging this request be denied.

Clearly it would serve to provide immediate partial relief to the inundated border patrol and social service personnel dealing with the influx of South American children.

On a humanitarian level, it is clearly justifiable.

However, given the limited resources of our educational and public safety systems, there would be a negative impact on the surrounding community.

There is already a notable increase in the graffiti and "tagging" of public walls & fences. Vandalism to the Clubhouse has occurred, and the entire community is paying for the repair and removal of graffiti.

There will be increased youth activity already due to the opening of the new scientific academic facility adjacent to Citracado.

Rather than shuffling the problem away from the area it originates, why can the government not marshal temporary resources and send them to the sites requiring assistance?

It is my concern that once the problem is "shuffled" here, it shall remain here & become an Escondido problem.

Thank you for considering my opinion on this issue.

Sincerely,

Linda Davidhizar  
9704 Tamarack Lane

760-747-5018

WRITTEN COMMUNICATIONS  
AGENDA ITEM NO.: G.2  
6/24/14 PC MEETING

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**From:** Joyce Masterson  
**Sent:** Tuesday, June 24, 2014 9:44 AM  
**To:** Jbridgewater@ramonausd.net; Sam Abed; Olga Diaz; Ed Gallo; Michael Morasco; John Masson  
**Cc:** Barbara Redlitz  
**Subject:** RE: [Website Feedback]: Illegal immigrants children

Thank you for taking the time to share your concerns with the City Council. This matter will be considered tonight, June 24, at 7:00 p.m. by the Planning Commission. If, and when, this matter is appealed to the City Council, you may be sure your concerns will be given appropriate consideration by them.

-Joyce Masterson, on behalf of the City Council

*Joyce Masterson  
Director of Economic Development and Community Relations  
City of Escondido  
201 N. Broadway  
Escondido, CA 92025  
Phone: 760-839-4621  
Fax: 760-739-7003*



**From:** [noreply@www.escondido.org](mailto:noreply@www.escondido.org) [mailto:noreply@www.escondido.org]  
**Sent:** Monday, June 23, 2014 6:22 PM  
**To:** Sam Abed; Olga Diaz; Ed Gallo; Michael Morasco; John Masson  
**Subject:** [Website Feedback]: Illegal immigrants children

Julia bridgewater  
[Jbridgewater@ramonausd.net](mailto:Jbridgewater@ramonausd.net)

Dear Council,

Please reconsider housing the illegal immigrant children here in Escondido. We already have one of the highest poverty levels of any city in North County. So little is known about these kids such as are they carrying and diseases.

We are trying to better our city and become attractive to new business. Importing more poor illegals is not conducive to get businesses to want to come here.

Please, let's try to improve Escondido and make it a better place for all of the residents here and not become a dumping ground haven for more poor kids. Our schools cannot handle it and neither can our community.

Thanks, Julia Bridgewater

---

**From:** Joyce Masterson  
**Sent:** Tuesday, June 24, 2014 9:43 AM  
**To:** johnlancing@hotmail.com; Sam Abed; Olga Diaz; Ed Gallo; Michael Morasco; John Masson  
**Cc:** Barbara Redlitz  
**Subject:** RE: [Website Feedback]: illegal alien minors

Thank you for taking the time to share your concerns with the City Council. This matter will be considered tonight, June 24, at 7:00 p.m. by the Planning Commission. If, and when, this matter is appealed to the City Council, you may be sure your concerns will be given appropriate consideration by them.

-Joyce Masterson, on behalf of the City Council

*Joyce Masterson  
Director of Economic Development and Community Relations  
City of Escondido  
201 N. Broadway  
Escondido, CA 92025  
Phone: 760-839-4621  
Fax: 760-739-7003*



**From:** [noreply@www.escondido.org](mailto:noreply@www.escondido.org) [mailto:noreply@www.escondido.org]  
**Sent:** Monday, June 23, 2014 6:44 PM  
**To:** Sam Abed; Olga Diaz; Ed Gallo; Michael Morasco; John Masson  
**Subject:** [Website Feedback]: illegal alien minors

johnlancing  
[johnlancing@hotmail.com](mailto:johnlancing@hotmail.com)

What ever the council does make sure they don't dump the alien minors in our city. Don't we have enough??

---

**From:** Joyce Masterson  
**Sent:** Tuesday, June 24, 2014 9:42 AM  
**To:** banderhalt@cox.net; Sam Abed; Olga Diaz; Ed Gallo; Michael Morasco; John Masson  
**Cc:** Barbara Redlitz  
**Subject:** RE: [Website Feedback]: Illegal undocumented minors/ Planning Commission

Thank you for taking the time to share your concerns with the City Council. This matter will be considered tonight, June 24, at 7:00 p.m. by the Planning Commission. If, and when, this matter is appealed to the City Council, you may be sure your concerns will be given appropriate consideration by them.

-Joyce Masterson, on behalf of the City Council

*Joyce Masterson*  
*Director of Economic Development and Community Relations*  
*City of Escondido*  
*201 N. Broadway*  
*Escondido, CA 92025*  
*Phone: 760-839-4621*  
*Fax: 760-739-7003*



**From:** [noreply@www.escondido.org](mailto:noreply@www.escondido.org) [mailto:noreply@www.escondido.org]  
**Sent:** Tuesday, June 24, 2014 6:38 AM  
**To:** Sam Abed; Olga Diaz; Ed Gallo; Michael Morasco; John Masson  
**Subject:** [Website Feedback]: Illegal undocumented minors/ Planning Commission

Bill Anderhalt  
[banderhalt@cox.net](mailto:banderhalt@cox.net)

Hello; Thanks for taking time out of your busy day to read my email. My name is Bill Anderhalt, I live at 2135 East Valley Pkwy. I hope that you will consider my option. I think that the Escondido City Council should tell the U.S. Dept. of Health & Human Services to use their \$8.5 million to open up a tent city in Washington DC. Set it up as close to the White House as possible, so that the children that the current admin. has allowed to enter our country illegally can play on the White House lawn as we here in Escondido do not have ample recreational room for them to express themselves. I hope you understand that I think this shelter is a

TERRIBLE idea. If you would like, please get back to me and I can give you easily one hundred reasons why this is unacceptable and Council should not waste more that 2 minutes of time tonight discussing this issue. Again; Thanks for your time, Bill Anderhalt.

---

**From:** Joyce Masterson  
**Sent:** Tuesday, June 24, 2014 9:42 AM  
**To:** pampaxton2462@yahoo.com; Sam Abed; Olga Diaz; Ed Gallo; Michael Morasco; John Masson  
**Cc:** Barbara Redlitz  
**Subject:** RE: [Website Feedback]: illegal immigrants

Thank you for taking the time to share your concerns with the City Council. This matter will be considered tonight, June 24, at 7:00 p.m. by the Planning Commission. If, and when, this matter is appealed to the City Council, you may be sure your concerns will be given appropriate consideration by them.

-Joyce Masterson, on behalf of the City Council

*Joyce Masterson  
Director of Economic Development and Community Relations  
City of Escondido  
201 N. Broadway  
Escondido, CA 92025  
Phone: 760-839-4621  
Fax: 760-739-7003*



**From:** [noreply@www.escondido.org](mailto:noreply@www.escondido.org) [mailto:noreply@www.escondido.org]  
**Sent:** Tuesday, June 24, 2014 6:40 AM  
**To:** Sam Abed; Olga Diaz; Ed Gallo; Michael Morasco; John Masson  
**Subject:** [Website Feedback]: illegal immigrants

pampaxton  
[pampaxton2462@yahoo.com](mailto:pampaxton2462@yahoo.com)

Am unable to attend the meeting today but I am very much against bringing more illegals to Escondido!!!!



---

**From:** Joyce Masterson  
**Sent:** Tuesday, June 24, 2014 9:42 AM  
**To:** rl222@sbcglobal.net; Sam Abed; Olga Diaz; Ed Gallo; Michael Morasco; John Masson  
**Cc:** Barbara Redlitz  
**Subject:** RE: [Website Feedback]: Immigration Detention Center

Thank you for taking the time to share your concerns with the City Council. This matter will be considered tonight, June 24, at 7:00 p.m. by the Planning Commission. If, and when, this matter is appealed to the City Council, you may be sure your concerns will be given appropriate consideration by them.

-Joyce Masterson, on behalf of the City Council

*Joyce Masterson  
Director of Economic Development and Community Relations  
City of Escondido  
201 N. Broadway  
Escondido, CA 92025  
Phone: 760-839-4621  
Fax: 760-739-7003*



**From:** [noreply@www.escondido.org](mailto:noreply@www.escondido.org) [<mailto:noreply@www.escondido.org>]  
**Sent:** Tuesday, June 24, 2014 9:08 AM  
**To:** Sam Abed; Olga Diaz; Ed Gallo; Michael Morasco; John Masson  
**Subject:** [Website Feedback]: Immigration Detention Center

Mr. Lew  
[rl222@sbcglobal.net](mailto:rl222@sbcglobal.net)

It has come to my attention that the planning community is having a meeting on whether to allow the old Palomar nursing home on Avenida De Diablo and west valley parkway into an immigration detention center. As an Escondido resident and home owner near this facility I am totally against this. I am sure the city council is aware of this project and I am upset that they have not made this subject more an issue publicly. I would hope that the council is against such a proposal as well. I do not see this as a good thing for the neighborhood or city. I plan on attending the meeting in support of my feelings. I will be looking for council members and will be

interested to see what they support. My future votes and support for members will be a big part of their position on such a issue. Keep our neighborhoods safe. A concerned citizen.

WRITTEN COMMUNICATIONS  
AGENDA ITEM NO.: G.2  
6/24/14 PC MEETING

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**From:** Kristina Owens  
**Sent:** Tuesday, June 24, 2014 8:36 AM  
**To:** Joanne Tasher  
**Subject:** FW: [Website Feedback]: PHG14-0017

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**From:** Barbara Redlitz  
**Sent:** Monday, June 16, 2014 5:08 PM  
**To:** Kristina Owens; Jay Petrek  
**Subject:** FW: [Website Feedback]: PHG14-0017

FYI.

---

**From:** Joyce Masterson  
**Sent:** Monday, June 16, 2014 4:50 PM  
**To:** [cssimpson@cox.net](mailto:cssimpson@cox.net); Sam Abed; Olga Diaz; Ed Gallo; Michael Morasco; John Masson  
**Cc:** Barbara Redlitz  
**Subject:** RE: [Website Feedback]: PHG14-0017

Thank you for taking the time to share your concerns with the City Council. You may be sure your concerns will be given appropriate consideration. Please know that this item is scheduled on June 24 for the Planning Commission, not the City Council.

-Joyce Masterson, on behalf of the City Council

*Joyce Masterson  
Director of Economic Development and Community Relations  
City of Escondido  
201 N. Broadway  
Escondido, CA 92025  
Phone: 760-839-4621  
Fax: 760-739-7003*



**From:** [noreply@www.escondido.org](mailto:noreply@www.escondido.org) [<mailto:noreply@www.escondido.org>]  
**Sent:** Monday, June 16, 2014 3:41 PM

**To:** Sam Abed; Olga Diaz; Ed Gallo; Michael Morasco; John Masson  
**Subject:** [Website Feedback]: PHG14-0017

Carol Simpson  
[cssimpson@cox.net](mailto:cssimpson@cox.net)

We strongly object to this plan as we feel that it would not be good for the area and would decrease our property value. We live directly across the street from this building. There is also a new school just down the road and the middle school students walk to and from school by this building everyday. Our concerns are many and will be attending the city council meeting scheduled for June 24th.

---

**Subject:** RE: [Website Feedback]: PHG14-0017

---

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**Sent:** Monday, June 16, 2014 5:08 PM  
**To:** Kristina Owens; Jay Petrek  
**Subject:** FW: [Website Feedback]: PHG14-0017

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**To:** [cssimpson@cox.net](mailto:ssimpson@cox.net); Sam Abed; Olga Diaz; Ed Gallo; Michael Morasco; John Masson  
**Cc:** Barbara Redlitz  
**Subject:** RE: [Website Feedback]: PHG14-0017

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-Joyce Masterson, on behalf of the City Council

*Joyce Masterson*  
*Director of Economic Development and Community Relations*  
*City of Escondido*  
*201 N. Broadway*  
*Escondido, CA 92025*  
*Phone: 760-839-4621*  
*Fax: 760-739-7003*



**From:** [noreply@www.escondido.org](mailto:noreply@www.escondido.org) [<mailto:noreply@www.escondido.org>]  
**Sent:** Monday, June 16, 2014 3:41 PM  
**To:** Sam Abed; Olga Diaz; Ed Gallo; Michael Morasco; John Masson  
**Subject:** [Website Feedback]: PHG14-0017

Carol Simpson  
[cssimpson@cox.net](mailto:cssimpson@cox.net)

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---

**From:** Kristina Owens  
**Sent:** Tuesday, June 24, 2014 8:06 AM  
**To:** Joanne Tasher  
**Subject:** FW: [Website Feedback]: shelter for immigrant children

Thanks!

---

**From:** Barbara Redlitz  
**Sent:** Tuesday, June 24, 2014 8:00 AM  
**To:** Jay Petrek; Kristina Owens; Bill Martin  
**Subject:** FW: [Website Feedback]: shelter for immigrant children

FYI. Please provide a copy to the PC.

**From:** [noreply@www.escondido.org](mailto:noreply@www.escondido.org) [<mailto:noreply@www.escondido.org>]  
**Sent:** Monday, June 23, 2014 9:57 PM  
**To:** Barbara Redlitz  
**Subject:** [Website Feedback]: shelter for immigrant children

Donald Giesing  
[donald.giesing@conexant.com](mailto:donald.giesing@conexant.com)

These children have been through more in their young lives than most of us ever will, and it is a good and compassionate thing to provide for their needs while they are waiting for "processing" through the system. Everyone wants the problems to be handled by someone, but not in my backyard. Let's step up and do a good thing.

HTTP\_USER\_AGENT: Mozilla/5.0 (Windows NT 6.1; WOW64) AppleWebKit/537.36 (KHTML, like Gecko)  
Chrome/35.0.1916.153 Safari/537.36  
REMOTE\_HOST: 108.232.27.64  
REMOTE\_ADDR: 108.232.27.64  
LOCAL\_ADDR: 10.255.2.55

**Jay Petrek**

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WRITTEN COMMUNICATIONS

AGENDA ITEM NO.: G.2

6/24/14 PC MEETING

**From:** Bill Martin  
**Sent:** Friday, June 20, 2014 12:47 PM  
**To:** Jay Petrek  
**Cc:** Barbara Redlitz  
**Subject:** FW: Obama to Create "Group Home/Prison" for His Young Illegal Aliens in Escondido

**From:** Gerald Tink Reaster [mailto:tink@tinkweb.com]

**Sent:** Friday, June 20, 2014 12:25 PM

**To:** Bill Martin; Albert Estrada

**Cc:** Sam Abed; Robin Ekblad; Olga Diaz; Michael Morasco; Marie Waldron; ed gallo; Ed Gallo; Cory Moles; ContactPMC@palomarhealth.org; Michael.Covert@palomarhealth.org; gerald.bracht@palomarhealth.org; ann.braun@palomarhealth.org; Sheila.Brown@palomarhealth.org; Duane.Buringrud@palomarhealth.org; Bob.Hemker@palomarhealth.org; Benjamin.Kanter@palomarhealth.org; Opal.Reinbold@palomarhealth.org; janine.sarti@palomarhealth.org; della.shaw@palomarhealth.org; Lorie.Shoemaker@palomarhealth.org; david.tam@palomarhealth.org; Brenda.Turner@palomarhealth.org; Phyllis Hassinger-Esc. Republican Club; Marshall Wright; Jim Murtland; Guy Winton III; Don Burgett; Diane Wright-RSVP; Bill Durney; Ron Roberts; Dianne Jacob; Cox, Greg; Bill Horn; Bill Gore; Nancy Pasulka; Jack Hall

**Subject:** Obama to Create "Group Home/Prison" for His Young Illegal Aliens in Escondido

**Mr. Martin,**

**I don't believe this is a good idea to allow "Illegal migrants" to be JAILED here in Escondido and beg you to deny the permits.**

**We are NOT a Prison town and it would stigmatize Escondido, in addition it would not be in the best interests of all of our Citizens, especially the Business community.**

**Here are some areas that would be impacted negatively by the "New Jail"!**

**Crime.**

**Are they teen age gang members who will be emboldened to commit crimes?**

**Education.**

**Will they be allowed to attend the local Schools?**



**Medical.**

**Are they bringing disease such as small pox, measles, mumps, polio, etc.**

**into the community as a result of poor medical care and lacking inoculations?**

**Social.**

**Property values in our City would be lowered and violent crime against your family will need to be addressed.**

**These facilities are being pushed through city approvals without truthfully or legally taking the steps to make sure California laws and other state laws are followed.**

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The people of Escondido are about to be invaded with criminals from foreign countries, sent to them by the President of the United States. A former hospital, closed due to low ObamaCare reimbursements, is being transformed into either a prison or a group home. Of course, once Barack drops them off in Northern San Diego County nothing stops them from walking away and into the shadows of our large towns nearby.

In Baltimore the Democrat leadership stopped Obama from using Social Security warehouses for 2,000 illegal aliens. Virginia was able to stop several hundred moving into a closed college. Now the people of Escondido are about to start a fight to keep crime down, taxes used for honest people and telling the President to obey his oath of office. Larry and Kitty Demry of Escondido contacted me about this situation and asked for help—we will provide assistance. This could be done to your neighborhood or town.

California Prisons

Obama to Create “Group Home/Prison” for His Young Illegal Aliens in Escondido

Written Exclusively for the California Political News and Views by Larry & Kitty Demry

6/19/14

With a variety of articles now starting to pop up around the U.S. it is clear to me that our federal government e.g. the Department of Health & Human Services lacks the desire or integrity to tell citizens about the true problem emerging regarding the illegal children unaccompanied by parents or adults coming into our country. And that means in YOUR backyard, in YOUR city, on your street where you live and raise your family.

In fact, in my city, Escondido, CA just a few days after reading different articles starting to recognize the housing problems of these illegal crossings, I became aware the defunct Palomar Hospital run long-term health care facility within .5 miles of my home is being considered by the City of Escondido Planning Department for a Conditional Use Permit (CUP) for Government Services to operate an “unaccompanied youth care facility serving minors between 6 and 17 years of age.” The public hearing notice goes on to say that these youth will be kept inside the facility with “six-foot-high security fencing.” These are the same kids who are coming across our borders with what type of fencing and other deterrents to protect the border in place? The city has graciously stated they will not use concertina wire, just decorative wrought iron. Of course, with the use of concertina wire we all would know that these facilities are truly to detain and imprison children and youth illegally in our country. Folks, this is not some esoteric philosophical ideal that we can tout to make everyone and ourselves feel good to help these children in other countries. This is a political issue that is having direct impact on all of us; a direct impact on our families, and our personal day to day lives in the towns in which we live.

Read between the lines. The City of Escondido is being petitioned by the Department of Human Services to become a detention center, or an incarceration camp, or perhaps described as an open door group home so that children between the age of 6 and 17 who have crossed into the United States illegally, without their parents, will have a place to “be processed” into the U.S. And the city of Escondido will have to bear the financial costs of society issues that are a result of this detention center. Crime. Education. Medical. Social and Recreational events. Breakdown of infrastructure from excessive unplanned use. Where is this money coming from? How does it affect you? No one can tell us the background of these children. Are they bringing disease such as small pox, measles, mumps, polio, etc. into the community as a result of poor medical care and lacking inoculations? Could your children be at medical risk when these children are bused into your children’s schools for 2 weeks to 2 months while being held in a local detention center in your area? Are they teen age gang members who will be emboldened to commit crimes because they see no consequence to breaking the law to enter our country? How will you feel if your wife, your mother, your daughter, your neighbor, your friend is a victim of violent crime, robbery, rape, even murder because you did nothing when the building down your street was conditionally permitted to be used as a temporary prison with only a six foot wrought iron fence to keep these “unaccompanied youth” housed and controlled?

Are city governments being coerced to approve these facilities, without proper State and local laws being followed. For example, the property must be properly designated with the State to be called a health care facility, or a group home, or an incarceration facility. If the current facility designation needs to be changed, the State requires specific steps be taken to legally change the facility designation, and put the proper channels in place to make sure the designated facility follows the laws in terms of number of children staying in the facility, how they get exercise, where they get exercise, their education needs, the noise they make and the times the noise is allowed, the times the facility is open to bus in and out the rotating groups of children. Here in Escondido, the “unaccompanied youth” will be brought to and from the 96 bed facility any time between 7 AM and 9 PM daily. Daily. 7 days a week.

Transparency was promised in this current presidential administration. These sweetheart deals to play hide seek with illegal immigrants are not transparent. These facilities are being pushed through city approvals, without truthfully or legally taking the steps to make sure California laws and other state laws are followed.

That means the for-profit organizations running these detention centers for Human Services don’t have to follow laws on occupancy, noise, crime deterrence, education, recreation, and medical attention for these

children because there is no one designated to oversee their operation.

This deal is bad for us and our cities, and this deal is bad for these kids. Be aware. Be involved. Attend any city meetings open to the public where a Government Services agency like HHS or their contracted organization like "Southwest Key Program" wants to move into your residential neighborhood. Ask your City government to deny permits unless the EIR, Police Department Crime Report, City Traffic Report, Education Cost reimbursement plan; Report from your mayor on how expenses will be reimbursed for all associated costs in the City to deal with the implementation of the new detention center, Plan for compensation from the City for dedrogated property values in your area and specifically how violent crime against your family will be addressed if need be.

If you live in Escondido and can come to this planning meeting to find out what is being planned for your backyard, please do so. Escondido Planning Commission at City Hall 7 PM. June 24, 2014.

<http://www.capoliticalreview.com/capoliticalnewsandviews/obama-to-create-group-homeprison-for-his-young-illegal-aliens-in-escondido/>

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"We are fast approaching the stage of the ultimate inversion: the stage where the government is free to do anything it pleases, while the citizens may act only by permission; which is the stage of the darkest periods of human history, the stage of rule by brute force."

Ayn Rand

Congressmen

<http://www.contactingthecongress.org/>

Representatives

<http://www.house.gov/representatives/find/>

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California Legislature Members of the Assembly

<http://www.calnra.com/legs/asm.shtml>  
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If you forward this email, please delete the forwarding history, which includes my email address. It is a courtesy to me and others who may not wish to have their email addresses sent all over the world! Erasing the history helps prevent spammers from mining addresses and sending viruses. Thank you.

Gerald "Tink" Reaster

[tink@tinkweb.com](mailto:tink@tinkweb.com)

1-760-743-4756

**Jay Petrek**

---

**From:** Barbara Redlitz  
**Sent:** Tuesday, June 24, 2014 8:00 AM  
**To:** Jay Petrek; Kristina Owens; Bill Martin  
**Subject:** FW: [Website Feedback]: shelter for immigrant children

FYI. Please provide a copy to the PC.

**From:** noreply@www.escondido.org [mailto:noreply@www.escondido.org]  
**Sent:** Monday, June 23, 2014 9:57 PM  
**To:** Barbara Redlitz  
**Subject:** [Website Feedback]: shelter for immigrant children

Donald Giesing  
[donald.giesing@conexant.com](mailto:donald.giesing@conexant.com)

These children have been through more in their young lives than most of us ever will, and it is a good and compassionate thing to provide for their needs while they are waiting for "processing" through the system. Everyone wants the problems to be handled by someone, but not in my backyard. Let's step up and do a good thing.

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**Jay Petrek**

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**WRITTEN COMMUNICATIONS**  
**AGENDA ITEM NO.: G.2**  
**6/24/14 PC MEETING**

**From:** Shane Connolly <sjconnolly@gmail.com>  
**Sent:** Saturday, June 21, 2014 2:32 PM  
**To:** Jay Petrek  
**Subject:** PHG 14-0017 CUP request

C/O Jay Petrek, Deputy Director Escondido Planning Commission

Escondido Planning Commission,

I am writing to Strongly Object to the city of Escondido granting a Conditional Use Permit for a youth care facility for unaccompanied immigrant children to be run by Southwest Key Program, Please deny this request.

As a property owner and resident in close proximity, less than .3 miles, to this proposed location I strongly urge the panel to NOT APPROVE the request for the C.U.P PHG 14-0017 for address 1817 Avenida Del Diablo Escondido, Ca 92029. I feel it is irresponsible for the city of Escondido to introduce potential risk to its citizens. The large amount of unknowns, youths, that will be entering our community will immediately put everyone at risk. Things like disease, crime, economic growth all come into play with this. The children that we are referring to here have entered the country illegally, do not understand our laws and potentially do not have the comprehension to understand why they are detained. Once they are in a minimal security facility, i.e. 1817 Avenida Del Diablo, what keeps them there, a 6ft fence? Will the employees be armed? How will they deal with an escape or escape attempt? What precautions are in place to deter escape attempts? What do they have to lose, they come from a different background with different rules and way of life, what will stop them from trying to escape and ending up in my neighborhood looking for money or a car? The Escondido Planning Commission will be putting a large amount of citizens at undue risk if you approve this C.U.P.

Over the past couple years that I have lived here, I can already see that the Police force has a difficult time dealing with the homeless population, crime rate and small nuisances like graffiti? How will they be able to absorb the potential new threats that will be injected into our community? The resident turn over alone makes protecting this facility very fluid situation. I have had items stolen from my car in my front yard and still have not seen any police patrols through my neighborhood.

Many of these unsupervised 14 to 17 year olds come from 3<sup>rd</sup> world countries which do not have the same immunization requirements as the US and have traveled in adverse conditions being potentially exposed to disease that incubates for a period of time and is not detectable at the original detainment center. The facilities proposed boarder fence will be in close proximity to high school age children at the bordering school, Del Lagos Academy. This puts the High School students at risk of contact and air borne illness.

This location needs to house a neighborhood friendly business, a day care/after school care or even another continuing Health Center. It needs to be available for the use of the public and not a walled, secured detention center. There is no way that anything good or beneficial can come of this for the community. It will become an eyesore, who wants to walk around their neighborhood and see a 6ft high steel fence surrounding a business that is in a residential area. In addition to it being an eyesore the fence is indicative of the extreme risk that is associated with this business, if no risk to the public was involved would a fence be necessary? I beg of you to understand it is your responsibility to do the right thing and protect the citizens of Escondido both our safety and our economy. You need to think this through, would you willingly purchase a house that is in close proximity to this facility if it were to be converted? Would you want your children walking home from school past a facility like this? Would you want to count on the Escondido Police force to provide protection for your

family when this establishment puts people of unknown character feet from your front door? What if it was not you, what if it was a family member, parents for example.

I sincerely ask you to Deny this request, there are so many other places that are a better fit than 1817 Avenida Del Diablo. This is our community, this is where we raise our children and we want to protect them and that is why we chose this area of Escondido. Please keep facilities like this out of residential areas, please. Additionally, I will be attending the June 24<sup>th</sup> planning meeting with my neighbors.

Sincerely,

Shane Connolly

WRITTEN COMMUNICATIONS

AGENDA ITEM NO.: G.2

6/24/14 PC MEETING

June 23, 2014

1720 Lorry Lane

Escondido 92029

To Planning Commission, City Council, Jay Petrek:

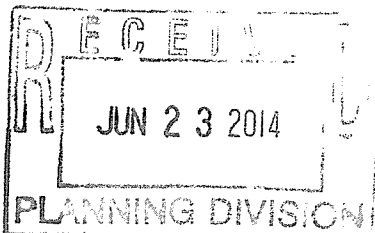
It has been brought to my attention that when Southwest Key approached Escondido for a site in which to place a shelter for unaccompanied illegal immigrant children, a downtown hotel was originally in consideration. Apparently the city did not wish for this shelter to go in a redevelopment area, and subsequently directed Southwest Key to the Avenida Del Diablo facility in my neighborhood.

According to Joella Brooks, Chief Operating Officer for Southwest Key, "I love that we aren't just focused on juvenile justice, but also working with immigrant children and community transformation initiatives." Can you please explain to me why a beautiful neighborhood of Escondido with relatively high property values and a population of law-abiding productive tax-generating residents needs to be transformed? Certainly there are many neighborhoods in Escondido with large illegal immigrant populations already. Why do you wish to change the character of ours by forcibly introducing a large population of illegal immigrants into a neighborhood which is stable and safe and without the problems associated with an illegal immigrant population? Why the contempt for us?

I give up. A few years ago the High School District secretly purchased the Del Lago Academy site with a plan to exercise eminent domain upon Lorry Lane. It cost my family and neighbors thousands of dollars to fight off that plan. Now the City of Escondido has, in a secretive manner with minimal notification, entered into a plan with Southwest Key to transform our neighborhood into one which is illegal immigrant focused. I am old and tired of Escondido political games which threaten my ability to live a peaceful life. Instead of remodeling our Lorry Lane home, which would trigger a property tax increase to you, we will instead stop watering our beautiful yard so it fits into your transformation agenda. Then we will leave and rent our house to several illegal immigrant families so it fits into your desired transformation as well.

Good luck, Escondido! May your hatred toward those of us who pay your bills instead of creating them be properly rewarded in the coming years of continuing urban decay.

Iris Siefert



**Bill Martin**

---

**From:** noreply@www.escondido.org  
**Sent:** Monday, June 23, 2014 12:02 PM  
**To:** Bill Martin  
**Subject:** [Website Feedback]: Dept. of HHS Request to House Illegal Minors in Es

Irene Clingman  
[iclingman@cox.net](mailto:iclingman@cox.net)

This is in response to the June 24 item on your agenda concerning the request to house minor illegals in Escondido.

I am against approval of this request because of the following:

If the request is approved, and these individuals are housed in facilities across the country it will only succeed in increasing numbers of illegals crossing our borders.. Who would NOT like to enter a country that will provide food, shelter, and medical attention, thus increasing benefits to those who are not entitled when we cannot serve our own legal citizens here in the USA (veterans, children who are homeless, seniors,etc.)

This could spread diseases to our citizens as many of these immigrants may not have been immunized appropriately or already have diseases that could be passed on to others that are here. The cost of educating alone will impact our school facilities and staff who already are overburden and Escondido is already impacted with non-English speaking students. Until these people are willing to stand up for their benefits in their own country, I feel the illegal flow to the U.S. will continue but somehow must be stopped.

I do not feel my taxpayer dollars should be spent on those who are not entitled to those services. While I love children, and think that what is happening to these children coming across the borders is terrible, and I understand that some of these children do not have control over their lives, their parents must be held accountable somehow. I feel these immigrants should be transported back to their country of origin through an agreement with the originating country. The cost of transporting back would be cheaper than housing and providing services here.

Those coming by train in Texas should not be allowed off the train and the train owners should be advised that service to that area is no longer allowed. If needed, our national guard should assist in implementing immigrant policies and laws already in place. This of course will probably never happen until our President speaks to this issue. The policies he has implemented by signature has created the current situation.

Already, states across the nation are suffering either from too much rain or drought conditions. Water is scarce here in California and we have to curtail usage for those already being served and thus should curtail future housing requests until a plan can be developed and implemented to assure water is available.

The plan, as proposed on the agenda, is to house only those under the age of 17. What about the parents of these minor children, will they be held in different facilities, away from their children? Right now immigrants are claiming children should not be separated from their parents, so what is the plan?

How much of an incentive will the city be receiving from the government for the facility? How about costs for additional services provided and who will be providing needed services? What are the terms of the agreement as to payment? Will monies be provided up front in addition to the costs for rental of the



building? Government is always slow in providing reimbursement for services rendered in advance, how will the city address that issue?

I look forward to your responses and request that you deny this request for the City of Escondido and its citizens as several other cities across the nation are currently doing.

HTTP\_USER\_AGENT: Mozilla/5.0 (Windows NT 6.3; WOW64; Trident/7.0; MALNJS; rv:11.0) like Gecko  
REMOTE\_HOST: 98.176.180.55  
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LOCAL\_ADDR: 10.255.2.55

**WRITTEN COMMUNICATIONS**  
**AGENDA ITEM NO.: G.2**  
**6/24/14 PC MEETING**

---

**From:** Bill Martin  
**Sent:** Tuesday, June 24, 2014 12:56 PM  
**To:**  
**Cc:** Jay Petrek; Barbara Redlitz  
**Subject:** FW: Detention

---

**From:** Barry Mastro [<mailto:zeroyoga@cox.net>]  
**Sent:** Tuesday, June 24, 2014 12:55 PM  
**To:** Bill Martin  
**Subject:** Detention

Hi Bill.

Can you pass my request to the other members of the planning commission.

"The detention center has no business being here next to our finally quiet and peaceful lake Hodges community.

Thank you for understanding."

Barry Mastro  
9705 Upas Ln.  
Escondido, Ca 92029

**Joanne Tasher**

---

**From:** Jay Petrek  
**Sent:** Tuesday, June 24, 2014 1:03 PM  
**To:**  
**Cc:** Barbara Redlitz; Bill Martin  
**Subject:** FW: Proposed Escondido Shelter

Copy for Planning Commission. Thanks!

Jay Petrek, AICP  
Assistant Planning Director  
(760) 839-4556



Planning Division  
201 N. Broadway  
Escondido, CA 92025  
[www.escondido.org](http://www.escondido.org)  
(760) 839-4313 (fax)

---

**From:** Morgan, Joseph [<mailto:Joseph.Morgan@ashford.edu>]  
**Sent:** Tuesday, June 24, 2014 12:59 PM  
**To:** Jay Petrek  
**Subject:** Proposed Escondido Shelter

Hello Jay,

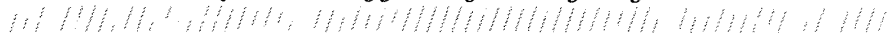
I am writing you because I am not sure who else to write at this point about the proposed Escondido shelter off of Avenida Del Diablo. I am extremely concerned about this shelter at this location as it is right next to my family's home. I do not feel at all comfortable with illegal minors living within footsteps of our door with the protection of a 6 foot fence. I'm guessing that they will be able to find a way to get over the 6 foot fence if they wanted to considering they were able to enter the US illegally. Not only do I strongly disagree with the US housing illegal immigrants, which is only going to make the problem greater, but I definitely do not want this across the street from my house. Would you feel safer having this across from your house? Not only is it a safety and health issue, but I'm sure this will not be good for property values as well. The last thing you want to disclose to a potential home buyer is the illegal minor facility across the street. When that buyer expresses concerns, you can let them know that there will not be any safety issues because there is a 6 foot fence to protect them.

I hope that you take into consideration the concerns of every citizen of Escondido and don't give in to the corrupt federal government that refuses to enforce their own laws. This is a problem of the federal government not Escondido.

Thank you for listening to my concerns.

**JOSEPH MORGAN / CORPORATE STUDENT ADVISOR**

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**From:** noreply@www.escondido.org  
**Sent:** Tuesday, June 24, 2014 10:54 AM  
**To:** Barbara Redlitz  
**Subject:** [Website Feedback]: Converting nursing home to an immigration facility

Martha Christie  
[martha.l.christie@gmail.com](mailto:martha.l.christie@gmail.com)

Dear Council,

I strongly appose have the youth immigration facility in southwest Escondido. Traffic in the area is already an issue. The facility should not be in an area so close to the elementary, middle school and high school.

Please appose the decision.

Thank you,

Martha Christie

HTTP\_USER\_AGENT: Mozilla/5.0 (Windows NT 6.1; Trident/7.0; rv:11.0) like Gecko  
REMOTE\_HOST: 68.111.163.85  
REMOTE\_ADDR: 68.111.163.85  
LOCAL\_ADDR: 10.255.2.55

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**From:** Bill Martin  
**Sent:** Tuesday, June 24, 2014 11:46 AM  
**To:** Joanne Tasher  
**Cc:** Barbara Redlitz; Jay Petrek  
**Subject:** FW: [Website Feedback]: Proposed Unaccompanied Youth Care Facility

Joanne-  
Please provide hard copy to commissioners.  
Thanks, Bill

**From:** [noreply@www.escondido.org](mailto:noreply@www.escondido.org) [mailto:noreply@www.escondido.org]  
**Sent:** Tuesday, June 24, 2014 11:33 AM  
**To:** Bill Martin  
**Subject:** [Website Feedback]: Proposed Unaccompanied Youth Care Facility

Kathy Hinkle  
[khinkle@cox.net](mailto:khinkle@cox.net)

June 24, 2014

Escondido Planning Commission,

I am writing in regards to your plan to turn the former continuing care facility at Avenida Del Diablo and West Valley Parkway into an "unaccompanied youth care facility." It is very concerning to me for many reasons, but mostly because of the proximity to the new high school. While I am not unsympathetic to their plight, the truth is that the government has no real way of knowing the background of these juveniles. You cannot say for certain that there is no criminal history. Not to mention the fact that they most likely have never been vaccinated. This property is just down the hill from the Del Academy, where both of my children attend. This poses a great risk to the students at the high school.

Furthermore this facility would also threaten the property values of the home owners in area. I live one mile away from this facility. Our property values are only now starting to rise. This city of Escondido has been making great strides recently by the addition of higher end shops and restaurants to both the mall and the down town area and by the addition of the new hospital and the new high school on the west side of town. The permitting of this juvenile facility could be financially devastating to the neighbors in the area and could potentially open up the city to future law suits.

The location at Del Diablo and West Valley Parkway is in the midst of a residential community, and is at the foot of the campus of Del Lago High School. This proposed facility is a potential Pandora's Box and can only serve to negatively impact our community. I implore the Planning Commission to do what is best for our community and deny the permitting of this facility. Thank you.

Sincerely,

Kathleen M. Hinkle

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**From:** noreply@www.escondido.org  
**Sent:** Tuesday, June 24, 2014 10:22 AM  
**To:** Barbara Redlitz  
**Subject:** [Website Feedback]: Escondido Resident AGAINST Palomar shelter for ILL

Moses Derkalousdian  
[moses.derk@gmail.com](mailto:moses.derk@gmail.com)

Hello,

I want to express my concern and indicate that as a resident of Escondido I am highly against allowing illegal Central and South America kids from sheltering in the Palomar facility in Escondido.

I fear for the safety of my family, migrating diseases, health concerns, as well as declining property prices.

Please listen to the citizens of Escondido and REJECT the facility as a shelter for illegals!

Thank you

HTTP\_USER\_AGENT: Mozilla/5.0 (Windows NT 6.1; WOW64) AppleWebKit/537.36 (KHTML, like Gecko)  
Chrome/35.0.1916.153 Safari/537.36  
REMOTE\_HOST: 192.35.156.11  
REMOTE\_ADDR: 192.35.156.11  
LOCAL\_ADDR: 10.255.2.55

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**Sent:** Tuesday, June 24, 2014 10:22 AM  
**To:** Barbara Redlitz  
**Subject:** [Website Feedback]: Escondido Resident AGAINST Palomar shelter for ILL

Moses Derkalousdian  
[moses.derk@gmail.com](mailto:moses.derk@gmail.com)

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I fear for the safety of my family, migrating diseases, health concerns, as well as declining property prices.

Please listen to the citizens of Escondido and REJECT the facility as a shelter for illegals!

Thank you

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Chrome/35.0.1916.153 Safari/537.36  
REMOTE\_HOST: 192.35.156.11  
REMOTE\_ADDR: 192.35.156.11  
LOCAL\_ADDR: 10.255.2.55



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**From:** Bill Martin  
**Sent:** Tuesday, June 24, 2014 3:17 PM  
**To:** Joanne Tasher  
**Cc:** Jay Petrek; Barbara Redlitz  
**Subject:** FW: [Website Feedback]: Proposed Immigrant Children's Shelter

**From:** [noreply@www.escondido.org](mailto:noreply@www.escondido.org) [<mailto:noreply@www.escondido.org>]  
**Sent:** Tuesday, June 24, 2014 3:14 PM  
**To:** Bill Martin  
**Subject:** [Website Feedback]: Proposed Immigrant Children's Shelter

Mr. and Mrs Tim Ulman  
[timulman@cox.net](mailto:timulman@cox.net)

Dear Planning Committee Members:

Having read extensively about the proposal to use the former Palomar Health facility as a shelter for nearly 100 illegal immigrant children, we want to express our strong opposition. Though motivated by a laudable desire to alleviate human suffering, the creation of such a shelter would ultimately serve to encourage additional illegal immigration and, what is more important, in a time of very limited resources, deprive American citizens of desperately need assistance. Our returning veterans, many of whom are homeless and struggling to survive, would be far more deserving recipients of precisely the kind of help which some wish to lavish on people with no right to be in the United States.

Please vote to reject the plan.

Sincerely,

Mr. and Mrs. Tim Ulman

Escondido

HTTP\_USER\_AGENT: Mozilla/5.0 (Macintosh; U; Intel Mac OS X 10\_4\_11; en) AppleWebKit/533.19.4 (KHTML, like Gecko) Version/4.1.3 Safari/533.19.4  
REMOTE\_HOST: 68.7.168.104  
REMOTE\_ADDR: 68.7.168.104  
LOCAL\_ADDR: 10.255.2.55

**Joanne Tasher**

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**From:** Bill Martin  
**Sent:** Tuesday, June 24, 2014 5:27 PM  
**To:** Joanne Tasher  
**Cc:** Jay Petrek; Barbara Redlitz  
**Subject:** FW: [Website Feedback]: Escondido Shelter Plan

**From:** [noreply@www.escondido.org](mailto:noreply@www.escondido.org) [<mailto:noreply@www.escondido.org>]  
**Sent:** Tuesday, June 24, 2014 5:17 PM  
**To:** Bill Martin  
**Subject:** [Website Feedback]: Escondido Shelter Plan

Tom Belt  
[tombelt@hotmail.com](mailto:tombelt@hotmail.com)

To the Escondido City Council,

My name is Tom Belt and I vote "NO" on the Escondido Shelter Plan and this is why:

These unaccompanied minors storming our porous borders are the victims of a failed Whitehouse. I have compassion for these minors, but the fact of the matter remains we can not jeopardize the safety and well being of the Children and Families living in Escondido due to another failed policy from the Obama Administration. Allowing this Shelter to open is an invitation for even more of the same. We need to tell Washington to close the borders and clean up this mess by sending the children safely back to where they came from.

Even with his Secret Service, I doubt President Obama would feel comfortable letting these minors share the Whitehouse while our government tries to find a solution.

We need to protect our Children and Families first and foremost.

We have the means for the immigrants to enter the United States legally and that needs to be enforced while we still have a country the immigrants want to migrate to.

Regards,

Tom Belt

[tombelt@hotmail.com](mailto:tombelt@hotmail.com)



Jeff

**DIANNE JACOB**

SUPERVISOR, SECOND DISTRICT  
SAN DIEGO COUNTY BOARD OF SUPERVISORS

RECEIVED

JUL 07 2014

CITY ATTORNEYS OFFICE

*Serving the cities of:  
El Cajon  
La Mesa  
Lemon Grove  
Poway  
Santee*

June 26, 2014

*Serving the communities of:  
Agua Caliente  
Allied Gardens  
Alpine  
Barrett  
Blossom Valley  
Bostonia  
Boulevard  
Campo  
Canebrake  
Casa de Oro  
Crest  
Cuyamaca  
Delhesa  
Del Cerro  
Descanso  
Dulzura  
Eucalyptus Hills  
Fernbrook  
Flinn Springs  
Granite Hills  
Grantville  
Gualay  
Harbison Canyon  
Jacumba  
Jamul  
Julian  
Lake Morena  
Lakeside  
Mount Helix  
Mount Laguna  
Pine Hills  
Pine Valley  
Powerto  
Ramona  
Rancho San Diego  
Rolando  
San Carlos  
San Pasqual  
Santa Ysabel  
Shelter Valley  
Spring Valley  
Tecate  
Tierra del Sol  
Vallecitos*

The Honorable Barack Obama  
The White House  
1600 Pennsylvania Avenue  
Washington, D.C. 20500

Dear President Obama,

On behalf of the San Diego County Board of Supervisors, I'm writing to convey the County of San Diego's position regarding the placement of unaccompanied minors who have illegally entered the United States through the southwest border. On June 25, 2014 our Board took action to urge your Administration to consider any and all appropriate federal facilities that are designed to house people as the primary locations for unaccompanied minors that are potentially being temporarily relocated to San Diego County and to reimburse any local agency that is required to provide services to this population.

The County of San Diego is concerned about both the well-being of these likely traumatized children and the potential impact to local services should our region be identified as a potential destination for this population. As the provider of Public Health, Behavioral Health and Social Services in the region, your Administration may be relying on our services to provide necessary physical health, counseling and temporary assistance to this population. We understand the urgency of the situation and believe that these children must have their needs met, however the volume causes concern that County resources will be exhausted and that federal reimbursement may be insufficient or non-existent. The County of San Diego respectfully requests that the federal government provide a mechanism for reimbursement so the residents of the region that depend on County services will not suffer as a result.

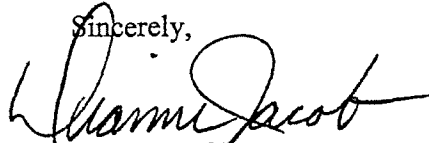
Although discussions have begun, the County of San Diego has yet to receive from your Administration a formal plan to deal with unaccompanied minors that may be placed in our region, and we are unaware of the long-term plan to stop this growing national problem. We have been told that 52,000 unaccompanied minors have already illegally crossed the border this year and more than 2,000 children could soon be temporarily relocated here at two facilities. Considering that most of these children are placed in permanent housing within 30 days, our region could receive over 20,000 children per year. The County of San Diego believes that housing on federally owned and operated properties would be the most appropriate facilities to consider so as to avoid contentious local land use situations. If you choose a federal property or any other property in this region to house this population, the County of San Diego requests to be consulted as you implement that plan. News reports

*Serving the Indian reservations of:  
Barona  
Campo  
Cosmit  
Cuyapaipe  
Inaja  
Jamul  
La Posta  
Manzanita  
Mesa Grande  
Santa Ysabel  
Sycuan  
Viejas*

about putting children in warehouses are troubling to say the least. In the rush to solve this problem, treating young children in a humane manner is the only solution.

If further planning discussions involve San Diego County in anyway, your Administration may contact Nick Macchione, the Director of the Health and Human Services Agency for the County of San Diego at 619-515-6545.

Sincerely,



DIANNE JACOB  
Chairwoman

cc: San Diego Congressional Delegation

## CITY OF ESCONDIDO

### MINUTES OF THE REGULAR MEETING OF THE ESCONDIDO PLANNING COMMISSION

June 24, 2014

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

**Commissioners present:** Jeffery Weber, Chairman; Bob McQuead, Vice-chairman; Ed Hale, Commissioner; Gregory Johns, Commissioner; James Spann, Commissioner; Merle Watson, Commissioner; and Guy Winton, Commissioner.

**Commissioners absent:** None

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

#### **MINUTES:**

Moved by Commissioner Hale, seconded by Commissioner Watson, to approve the minutes of the May 27, 2014, meeting. Motion carried 6-0 (Commissioner Winton was not present for the vote).

**WRITTEN COMMUNICATIONS** – Received.

**FUTURE NEIGHBORHOOD MEETINGS** – None.

**ORAL COMMUNICATIONS** – None.

#### **PUBLIC HEARINGS:**

##### **1. TENTATIVE SUBDIVISION MAP – SUB 13-0005:**

REQUEST: A proposed 6-lot single-family residential subdivision on a 1.15-acre site that has previously been approved for a 5-lot Tentative Subdivision Map (TR 859). Proposed lot sizes range from approximately 6,007 SF to 8,350 SF. Access would be provided by a new cul-de-sac street intersecting El Norte Parkway. The existing single-family residence located on the site is proposed to

be relocated off site or demolished. The project also includes adoption of the environmental determination prepared for the project.

**PROPERTY LOCATION:** The property consists of 1.15 acres of land on the southwestern corner of El Norte Parkway and East Valley Parkway, addressed as 3129 E. El Norte Parkway (APN 231-660-43).

Bill Martin, Principal Planner, referenced the staff report and noted staff issues were whether the revised six-lot residential project would be compatible with adjacent development and appropriate for the site, and whether appropriate on-site and on-street parking would be available with the additional lot. Staff recommended approval based on the following: 1) Staff felt that proposed six-lot subdivision would be appropriate for the site since it would be in conformance with the underlying R-1-6 zoning requirements, and the lot sizes and project density would be compatible with the surrounding single- and multi-family residential development. Appropriate buildable and open space areas could be provided for the lots; and 2) Although on-site parking would be limited due to the design and length of the new cul-de-sac street, each lot would be able to provide appropriate on-site parking for residents and guests with the condition to provide for six parking spaces on each lot. This could be accommodated with either a three-car garage and additional driveway parking areas, or a two-car garage and a longer driveway.

Commissioner McQuead and staff discussed the proposed parking and side yard setbacks for the project.

**John Culver, Applicant,** noted that he and his engineer were available for questions. He also noted no issue with providing a 15-foot separation between buildings.

Commissioner McQuead asked Mr. Culver if he was satisfied with the requirement for six parking spaces on each lot. Mr. Culver replied in the affirmative.

**ACTION:**

Moved by Commissioner Winton, seconded by Commissioner McQuead, to approve staff's recommendation. The motion included adding a condition to require all residences to have a separation of 15 feet between the structures. Motion carried unanimously. (7-0)

## **2. CONDITIONAL USE PERMIT AND EXTENSION OF TIME – PHG 14-0017:**

REQUEST: A Conditional Use Permit for Government Services to operate a 96-bed unaccompanied youth care facility serving minors between 6 and 17 years of age, within an existing 35,200 SF building in the RE-20 zone. The facility would be operated by Southwest Key on behalf of the United States Department of Health and Human Services. The applicant is proposing to install six-foot-high fencing and a required trash enclosure cover; no other new construction or exterior modifications are proposed. The project also includes an extension of time for the existing skilled nursing residential care facility Conditional Use Permit so that it can be reactivated when the Conditional Use Permit for the unaccompanied youth care facility is terminated. The proposal also includes the adoption of the environmental determination prepared for the project.

PROPERTY LOCATION: The property consists of a 2.31-acre parcel on the southern side of Avenida del Diablo, between Valley Parkway and del Dios Road, addressed as 1817 Avenida del Diablo.

Jay Petrek, Assistant Planning Director, referenced the staff report and noted staff issues were whether the site was appropriate for the use as an unaccompanied youth care facility, and whether the existing Conditional Use Permit for a residential care facility should be suspended or extended and permitted to be used in the future. Staff recommended that the Commission receive testimony and approve, conditionally approve, or deny the request based on the totality of information provided at the meeting. Alternative CUP Findings of Fact have been written (Exhibit "A"). Conditions of Approval were proposed if the Planning Commission determined that the CUP should be conditionally approved (Exhibit B). The Planning Commission's decision was considered final unless appealed to the City Council within 10 days of action on the Findings of Fact.

Commissioner McQuead questioned how the parking was provided for during the shift changes, noting his view that it looked like it would be very difficult. Mr. Petrek noted the standard parking requirement was based on the number of beds and staff did not typically take into consideration shift changes for hospitals or care facilities when considering whether sufficient parking had been provided.

Commissioner Hale asked why the proposed CUP for the unaccompanied youth care facility was being tied together with a time extension for the existing CUP for a residential care facility. Mr. Petrek noted that this was at the request of the applicant.

Commissioner Hale asked Mr. McCarthy if the Commission had to consider the two CUPs together. Mr. McCarthy replied in the negative.

**Dave Ferguson, representing the applicant,** stated that Southwest Key were caregivers for children and had no role or participation in setting U.S. regulations for immigration laws or enforcement. He noted that their role was to reunite minors with their families as quickly as possible in cases where Immigration and Customs Enforcement or the Border Patrol were involved. He stated that 90% of the time minors were united with their families within 30 days. He indicated that the subject site was selected after meeting with City staff, noting that they already had two operations in San Diego, developed networks with the County Office of Education, medical community, and charitable community. Mr. Ferguson stated that the Commission's focus was land use, noting that Southwest Key was not in a position to answer immigration questions. He felt that the five main concerns raised were security, noise, traffic, potential diseases, and impacts on local schools, which his representatives would be addressing. He also stated that the new owner of the subject property considered the subject use as a temporary use in order to deal with the current crises.

Chairman Weber asked how long the subject lease would be valid. Mr. Ferguson stated that the lease was for five years with an additional five-year option.

**Alexia Rodriguez, Southwest Key,** provided the background history for Southwest Key. She noted that they were a non-profit agency and had operated for 26 years with over 22 shelters. She stated that their facilities were not detention centers and operated under contract with the Department of Health and Human Services. She indicated that their goal was to reunite children they received from the Border Patrol with their families. She elaborated that the children receive education, counseling, case management, and medical services. She noted that the average length of stay was 21 days.

**Ismael Avilez, Southwest Key,** stated that they planned on utilizing faith-based centers with recreation areas for providing recreation to their adolescents. He indicated that they would transport the adolescents in unmarked mini vans or cars. He noted that they had no visitors thereby eliminating potential traffic. He also elaborated that they would have no impacts on the schools due to providing an educational curriculum on-site.

Ms. Rodriguez noted that the Border Patrol conducted medical screening before transporting the children to Southwest Key as well as Southwest Key having a doctor evaluate each child within 48 hours of entering the facility. She stated that since 2013 they had served 15,477 children with only eight having run away. She noted that they were unaware of any of their adolescents committing a crime in the neighborhood where they had operations. She indicated that the proposed fence was to protect the children. She elaborated that they would be providing over 150 jobs to the community, infusing \$8.5 million into the local economy, and



be a good neighbor. She stated that there were over 3,000 children at the border who needed humanitarian assistance.

Commissioner Johns asked if the presence of the subject children in the U.S. constituted a violation of any Federal, State or local law. Ms. Rodriguez noted that the children were undocumented and had entered the U.S. without permission.

Commissioner Johns asked if the function performed by Southwest Key corrected the legal status of the children in the country. Ms. Rodriguez noted they did not provide legal services but partnered with pro bono firms who did provide legal services. She stated that their role was to provide family reunification services.

Commissioner Johns asked if the reunification process corrected the legal status of the children. Ms. Rodriguez replied in the negative.

Commissioner Winton asked how many of the children were orphans or had no family ties. Ms. Rodriguez noted that this was a very small percentage of the children.

Commissioner Winton asked if the adolescents were allowed to leave the facility. Ms. Rodriguez replied in the negative, noting they were always with a staff member.

Commissioner Winton questioned how the subject facility could operate without providing recreational areas when this was one of the state requirements for a typical child care facility. Ms. Rodriguez stated that the State allowed for offsite recreation.

Commissioner Hale asked if staff was authorized to use force to retain someone who wanted to leave. Ms. Rodriguez noted that all of their staff were trained in CPI, which was a restraint method.

Commissioner Hale asked why the subject facility was not classified as a detention center. Ms. Rodriguez noted that the Supreme Court ruled in the case of Flores v. Reno that it was inhumane to put these children in detention centers and it was determined to place them in licensed childcare facilities.

Mr. Avilez stated that no adolescent could be detained from leaving a facility according to California Community Care Licensing Division.

**John Blake, Solana Beach**, was opposed to the location for the youth care facility. He felt the facility would be incompatible for a childcare facility since it

was constructed as a senior skilled care facility with its patrons having limited mobility. He was concerned with the traffic being impacted by the transportation needed for recreational activities.

**Rico Avelar, Escondido**, was opposed to the location for the youth care facility due to feeling that the use would be incompatible with the land use. He stated that the facility would cost approximately \$15 million. He noted that 87% of the children would be males between the ages of 14 and 22, noting his concern with some being from gangs.

**Bill Durney, Escondido**, was opposed to the location for the youth care facility due to feeling that it would be incompatible with the land use, reduce property values, create safety and security issues, and would not provide adequate parking and recreational areas.

**Karen Morales, Escondido**, was opposed to the location for the youth care facility due to feeling that the facility did not have adequate facilities for showering or meals to handle the amount of children being processed. She also expressed concern with the facility inundating the hospitals with children with mental health and medical issues.

**Steve Wells, Vista**, asked that the Commission listen to the citizens and make the right decision, noting his concern with this being a Federal government issue and not having to meet the same criteria as a private project.

**Kimery Wells, Vista**, noted that the subject facility would impact all of North County. She expressed her concern with some of the children being affiliated with gangs and asked who screened for this. She also took exception with Ms. Rodriguez indicating that citizens took for granted getting a free education and three meals a day, noting she did not take this for granted. She stated that she was in favor of legal immigration as opposed to illegal immigration.

**Joseph Bologna, Escondido**, thanked Southwest Key for their help with refugees from Haiti in the past, but noted that the subject situation was completely different. He stated that he was opposed to the Dream Act. He was opposed to the location for the youth care facility due to feeling it would create noise, safety, and traffic impacts on the surrounding neighborhoods.

**Virginia Rodriguez, Escondido**, was opposed to the location for the youth care facility. She questioned whether anyone had considered the human resource side and creating a liability with being able to evacuate the facility in a safe and timely manner during a fire. She also felt the use was incompatible with the zoning.

**Janice Youngman, Escondido**, was opposed to the subject use in Escondido, noting her concern for the safety of the citizens.

**Tom Sutton, San Diego, Owner of the subject property**, was in favor of the facility. He stated that he had visited the Lemon Grove Southwest Key facility, which had no fencing. He indicated that he had observed the adolescents doing chores such as cleaning the facility and doing dishes. He stated that this was a land use issue, noting his concern that there was a lot of misinformation.

**Ly Kou, Ontario**, stated as a law-abiding, tax-paying citizen she was opposed to this type of facility.

**Luis Romero, Escondido**, was in favor of the subject facility. He stated that the children needed a chance.

**Joan Gardner, Escondido**, asked that the Commission deny the CUP due to feeling it would be a detention facility or refugee relocation camp for unaccompanied minors. Approving the CUP would not be based on sound principles of land use and was not in response to services required by the community. She also felt the facility would diminish the quality of life for the area and be incompatible with the surrounding area.

**Carole Hargraves, Escondido**, was opposed to the subject land use.

**Doug Grassy, Escondido**, felt a better use for the property would be for homeless citizens or Veterans who needed help.

**James Lund, Escondido**, was opposed to the location for the youth care facility due to feeling that the use would be incompatible with the land use and would not provide adequate room or recreational facilities to handle the amount of children being processed. He was also concerned with the high turnover rate creating issues with traffic.

**Billy Toor, Escondido**, was opposed to the location for the youth care facility due to being concerned with the safety of the students at their temple and due to being concerned with potential vandalism.

**Silvana Raicevic, Escondido**, noted that she was an immigrant and was opposed to the CUP based on feeling there would be issues with traffic, noise, and crime. She also felt the use was too intense for the property. She questioned whether the City had taken into consideration the legal liabilities.

**Angela Swift, Escondido**, noted that she had worked at a County foster care facility, noting her concern for children being able to leave the subject facility and impacting the neighborhood.

**Richard Weede, Escondido**, felt the subject facility was an excuse for executive orders to protect children, which was a stepping-stone to amnesty. He suggested sending the children back to their county of origin and warning said countries that financial aid would be cut off unless they made provisions for their castoff citizens.

**Joanne Tenney, Escondido**, asked that the Commission not listen to Mayor Abed and base their decision on the land use.

**Bertha Gutierrez, Chula Vista**, noted that she was at this meeting with a group of individuals in support of the facility.

**Iris Mendoza, (no city provided)**, noted that the some of the subject children were victims of violence and sexual abuse. She stated that the children were here temporarily and deserved to be treated with dignity and respect.

Chairman Weber recessed the meeting at 8:22 p.m. and reconvened at 8:27 p.m. for the purpose of bringing the meeting back to order.

**Robert Zebuda, Escondido**, was opposed to the location for the youth care facility due to being concerned with potential diseases the children could bring in to the area and impacting the residents and students. He felt the use would be incompatible with the area and that the proposed fencing would be inadequate. He also noted that Southwest Key had never exported anyone back to his or her country.

Commissioner Hale motioned to modify the public process with the caveat that the speaker slips be entered into the record with their comments and that participants of the public be restricted to offering new arguments. Motion failed due to lack of a second.

**Larry Demry, Escondido**, was opposed to the location for the youth care facility due to feeling it resembled a detention facility.

**Kitty Demry, Escondido**, expressed her concern with comparing Southwest Key's other locations in San Diego to the subject location, noting the other locations were significantly smaller. She felt the facility would be incompatible with the area and create traffic issues.

**Larry Feltham, Escondido**, noted a discrepancy in the processing hours which were reported to be from 7:00 am to 9:00 pm and the website stating they accepted children 24 hours a day. He also noted that the Mayor was opposed to the facility, noting he was a legal immigrant.

**Thomas Goddard, Escondido**, noted he represented 161 homes that were opposed to the subject CUP. He stated that they were concerned with the temporary use possibly being for 10 years.

**Shane Holly, Escondido**, was opposed to the location for the youth care facility due to feeling it would be a detention center.

**Rita Connolly, Escondido**, was opposed to the subject facility.

**Deb Seaman, Escondido**, asked that the Commission deny the CUP due to feeling that the facility would have inadequate outdoor space, transportation and security. She also felt the need for the facility was not in response to providing services requested by the community and would diminish the quality of life for the residents.

**Douglas Cummings, Escondido**, was opposed to the location for the youth care facility due to feeling that the use would be incompatible with the land use. He also felt the proposed fencing was inadequate.

**Karen Guzman, Escondido**, was in favor of the facility. She stated that the reality was that this was a humanitarian issue with children who were refugees fleeing from gang violence.

**Hamlin Tallent, Escondido**, questioned the ability to continually manage the proposed program, noting his concern for any Federal Program ever being stopped.

**Kathy Palmer, Escondido**, was opposed to the location for the youth care facility due to being concerned with traffic, safety and impacts on the schools in the area.

**Linda Sills, Oceanside**, stated that the individuals being discussed were illegal aliens. She stated that approving the subject operations encouraged more debt, taxpayer burdens, and loss of tranquility, which equaled treason.

**Jeff Gallagher, Escondido**, was in favor of the subject facility feeling the land use was appropriate. He then quoted from Emma Lazarus and the Beatitudes in Chapter 5 of Matthew and noted that the children wanted to borrow the land for a temporary time.

**Linda Johnson, Escondido**, did not feel this would be a short-term program. She expressed her concern with Southwest Key's website stating that they provided academic skills while facilitating permanency for the refugees.

**Camille Ewing, Escondido**, noted that as a physical education teacher for 18 years she was opposed to the location for the youth care facility due to feeling the facility would not have adequate recreational facilities. She felt this would burden the existing schools. She also stated that as a deputy sheriff she was concerned with children leaving the facility.

**Elias Berlinger, Escondido**, did not feel the proposed facility would serve the community, noting his concern for the safety of his child. He asked if the staff ratio was accurate when counting cooks and teachers.

**Terri Young, Escondido**, was opposed to the location for the youth care facility.

**Annie Mueller, Brownsville**, stated that all of Southwest Key's facilities had licensed clinicians to work with children with mental health issues. She stated that the facility provided a great opportunity to work with the children.

**Charles Huettl, Escondido**, was opposed to the CUP, feeling there were too many unanswered questions.

**Judy Carle, Escondido**, was opposed to the subject facility.

**Garth Carle, Escondido**, was opposed to the location for the youth care facility due to feeling that it would be an incompatible land use.

**Joan Knobe, Escondido**, was opposed to the location for the youth care facility due to feeling it did not have adequate facilities to provide food to the children.

**Everard Meade, San Diego**, noted there was no evidence that this type of facility created a risk of disease or threat to safety. He also stated that the children did not try to leave the facility due to being in a safe environment and knowing they would be reunited with their families.

**David Granum, Escondido**, was opposed to the location for the youth care facility due to feeling that the facility would be incompatible for the proposed use. He was concerned with issues with traffic, safety, and parking. He also felt it would be a detention facility.

**Gary Coleman, Escondido**, was opposed to the location for the youth care facility due to feeling that the facility would be incompatible for the proposed use. He was also concerned with issues with traffic, safety, and health.

**Mariel Coleman, Escondido**, expressed her concern for the individuals at this meeting located in the hallway and outside not being able to hear this hearing. She also stated that she was opposed to the subject facility.

**Tom Carmichael, Escondido**, was opposed to the proposed use due to being concerned with the operations generating over 1600 residents per year.

**Kalani Hudson, Escondido**, was opposed to the proposed use, feeling it was too rushed. She felt the use did not serve the community. She also expressed her concern with the children being transitional and the City being left holding the burden of the subject facility without any benefits to the community.

**Andrea Garro, Escondido**, was opposed to the location for the youth care facility due to feeling that the facility would be incompatible for the proposed use. Concerns were raised that the use would reduce property values, create issues with traffic, parking and safety.

**Loree Masonis, Escondido**, stated that she was opposed to the CUP, noting she concurred with the previous speakers in opposition.

**Pat Mues, Escondido**, noted that she lived within walking distance of the subject facility, noting there were many social service venues in the area, which she was in favor of. She asked that the Commission focus on the facts dealing with land use and planning.

**Brenda Sparks, Escondido**, felt the community should not open its doors to this type of operation. She expressed her concern for the safety of the community when someone escaped from the facility. She noted that an illegal alien killed her son. She felt the subject use was an invalid use of public space and public allocations. She asked that the Commission deny the CUP.

**Tom Stinson, representing Assemblywoman Marie Waldron**, referenced her letter and noted her view was that the use was incompatible with the neighborhood and previous use. She felt the use would have negative impacts on security, health and traffic. She also felt the underlying humanitarian reasons for the request did not outweigh the negative impacts. She asked that the CUP be denied.

**Dawne Morris, Escondido**, was opposed to the using the subject facility due to having limited recreational areas and foundation issues. She also questioned how the facility would deal with health issues.

**Lee Vaughn, Escondido**, expressed her concern with this being a permanent Federal program. She also expressed her concern with the facility creating health issues.

**Josh Bliesath, Escondido**, encouraged the Commission to walk the neighborhood. He was opposed to the location for the youth care facility.

**Tania Bowman, Escondido**, was in favor of the subject use, noting the children were not criminals, would carry no diseases, and were screened before coming to the facility.

**John Bowman, Escondido**, was in favor of the subject use. He stated that the nation was built on providing world solutions.

**Daniel Davis, Escondido**, was opposed to the location for the youth care facility due to feeling that it would be incompatible with the land use. He was concerned for the safety of his children and the children at the facility.

**Prince Paul, Escondido**, expressed his concern with inviting people to break the law. He was opposed to the location for the youth care facility due to feeling that it would be incompatible with the land use. He questioned why most of the individuals in support were from outside the area.

**Daniel Perez, Escondido**, was in favor of the subject facility. He felt the subject use would have the same impacts as the previous use. He felt more information was needed before a decision was made.

**Karen Mattke, Escondido**, was opposed to the proposed use due to feeling that it would add traffic to the already congested area. She expressed her concern with anyone coming to the U.S. illegally. She also felt the facility was incompatible for the proposed use.

**Theresa Tugwell, Escondido**, was opposed to using the subject facility for the proposed use when many men and woman had sacrificed their life to preserve the rule of law to protect the local and national security for generations to come. She then referenced an article published in the American Physicians and Surgeons Journal warning about the spread of disease from illegal immigrants.

**Neil Turner, Carlsbad**, expressed his concern with the Federal Government placing an ad for escort services for up to 65,000 unaccompanied alien children to transport them to refugee resettlement shelters, one of which the subject shelter fit under. He stated that it was an act of treason to lend aid to anyone invading our nation and violating our laws.



**Jean Hebert, Escondido**, felt there were issues that needed to be investigated further such as the transportation aspect for the request.

**Krystal Price, Escondido**, was opposed to the proposed CUP due to being concerned for the safety and security of the residents. She questioned how the subject children could be detained at the subject facility when the border could not be maintained. She was concerned with providing a pipeline for illegal aliens.

**Maria Bowman, Escondido**, was in favor of the subject facility. She noted that the subject facility would provide an opportunity for children in need.

**Marcus Thompson, Escondido**, expressed his concern with the focus of the program catering to ages between 14 to 17 and these adolescents being raised in an environment of fear.

**Eleanor Markham, Escondido**, was in favor of the subject facility, feeling it would help children in need.

**Robert Mattke, Escondido**, was opposed to the location for the youth care facility due to feeling that it would be incompatible with the land use.

**Lydia Pringle, Escondido**, was opposed to the subject facility. She felt the use was too intense for the area, noting that Southwest Key intended on processing between 1600 and 1700 children a year. She also expressed her concern with their main focus being to integrate disenfranchised children into the local community regardless of whether or not the children had family in the community.

**Aaron Paff, Escondido**, did not feel Southwest Key was the appropriate entity to operate the subject facility, noting his concern for potential crime.

**Brian Kissler, Escondido**, felt the proposed use would be incompatible for RE-20 zoning. He felt that changing the use to an illegal alien detention facility was in direct contrast to the previous CUP, noting his concern for an increase in crime and third world diseases.

**Patricia Del Rio, Escondido**, was opposed to the subject facility, noting it would not improve the character of the residential area and would reduce property values.

**Robert Walker, Escondido**, was opposed to the subject facility due to feeling it would be incompatible with the surrounding area. He was also concerned with the facility creating traffic issues.

**Erik Castillo, Escondido**, was opposed to the subject facility.

**Rory Woodward, Escondido**, was opposed to the subject facility, feeling it resembled a detention facility. He expressed concern with the subject children already breaking the law and continuing to do so. He also felt the facility would create traffic issues.

**Francis Fitzpatrick, Escondido**, was opposed to the subject use due to feeling it was too intense and incompatible for the area. He felt that the parking would be inadequate for the use. He noted that 50 employees would be coming and going from the site seven days a week, which he felt would not be in conformance with the quality of life standards in the General Plan.

**James Bacca, Escondido**, was opposed to the subject use due to feeling it would be too intense for the subject facility. He felt the children would feel like they were being detained and would want their freedom.

**Chris Splane, Escondido**, was opposed to the subject request.

**Don Bergett, Escondido, representing Congressman Duncan Hunter**, referenced a letter from Congressman Duncan Hunter, noting he was opposed to the subject CUP. He also noted that the letter was available at [hunter.house.gov](http://hunter.house.gov).

**Michael Hunsaker, San Marcos**, expressed his view that the proposed facility was inappropriate for the proposed use, noting his concern with the Federal Government operating the facility as proposed.

**John Van Sickle, Escondido**, was opposed to the subject facility, feeling it was a concentration camp for child refugees. He expressed concern for the City not being prepared to handle the amount of individuals attending this hearing. He also expressed concern with Commissioner Hale's earlier motion.

**Elizabeth Schapel, Escondido**, stated that she was an employee for Southwest Key and noted that she was a clinician, manager, and in charge of monitoring all programs to ensure compliance with the City and State's regulations. She noted that they were a good neighbor.

**William Hagerty, Escondido**, stated that he was opposed to the subject facility. He felt the facility resembled a jail, which would be incompatible with the existing zoning. He also expressed concern with some of the children belonging to gangs.

**Iris Seifert, Escondido**, felt the subject facility did not meet the intent of the CUP by ensuring compatibility with surrounding properties.

**Shane Harmon, Solana Beach, Commercial Real Estate Broker representing Southwest Key**, stated that the facility would have minimal impacts on traffic due to having staggered employee shifts as well as having staggered recreational shifts.

**Karen Seibold, Escondido**, stated that 99 percent of tonight's comments were opposed to the subject request. She was opposed to the subject facility due to feeling it could be used for something better.

**Richard Allegre, Escondido**, expressed his concern with the City considering a facility for illegal alien children. He felt a better use would be for disabled American Veterans.

**Francisca Galvan, (no city provided)**, stated the issue with the children had to do with human smuggling, noting that the children were coming over due to being subject to violence and crime. She noted that culturally parents did not let their children go because of a better life, noting her view that these children were being stolen.

**Kay Guy, Escondido**, was in favor of the subject facility. She stated that she would welcome the subject facility in her neighborhood.

**Bill Collier, Escondido**, was opposed to the subject facility due being concerned with potential health risks to his family. He also felt the subject facility would have environmental impacts and asked that the City look into this.

**Steven Guffanti, Vista**, stated that the reason why the subject children did not have criminal records was due to the U.S. not having access to their records. He noted that the Texas Police Department assured the U.S. that the MS-13 Gang was coming through the borders.

**Roni Draves, Escondido**, was in favor of the subject facility. She stated that very few of the individuals who were opposed to the facility had attended the open house. She expressed her concern for the children and noted that the subject facility would provide a safe environment.

**Claudia Conel, Escondido**, noted that Southwest Key staff received numerous hours of training with the focus being on the welfare, care and security of the minors.

**Kirsten Simon, Escondido**, questioned whether this hearing was a moot point due to it being the Federal Government. She felt this would be a great opportunity to establish a church/state relationship.

**Alister McCabe, Escondido**, noted that he represented a local resident. He noted that the LLC that purchased the property was formed on May 22, noting that it was an effort on the part of the owners to recoup their \$6.2 million investment on the backs of the taxpayers. He expressed concern for potential traffic and safety issues. He also noted that they felt the facility would be incompatible for the use intended.

**Duncan Fane, Escondido**, expressed his concern with the subject facility being a Federal Government facility and the City having no ability to regulate it once it was established. He was opposed to the subject facility.

Commissioner Spann felt the proposed use would be inconsistent with the neighborhood and that the facility was inappropriate for the proposed use. He felt the use would have traffic, noise, and safety impacts on the neighborhood.

Commissioner Johns noted that the facts indicate that the residents of the facility would have a questionable legal status. Due to this status they would be in a secure fenced facility with supervised access to the community. He noted that the purpose of the facility was to correct the legal status of the children, noting that RE-20 zoning prohibits correctional institutions, which he felt this fell under.

Commissioner McQuead stated that Escondido did not have a need to serve children unless they were residents. He felt a more appropriate location for this type of service would be at Camp Pendleton or San Pasqual Academy.

Commissioner Winton expressed his view that the subject facility was inappropriate for a childcare facility, noting it was too small, could not provide outdoor recreational areas, and had inadequate parking. He did not feel the proposed fencing was adequate to protect the children. He also felt the Findings of Fact did not support the subject request.

Commissioner Watson expressed his view that the property was too small for the proposed use.

Commissioner Hale felt the site plan was inadequate. He felt the subject property was inappropriate for the intended use due to not being able to provide adequate recreational areas and parking. He felt the neighborhood would be impacted by noise and that the operations would create disruptions to the community. He stated that he would not vote in favor of any childcare facility going in the subject site.

Chairman Weber felt the proposed application was not based on sound principles, especially on Items 2 and 3 in the Findings of Fact in the staff report. He felt the operational characteristics were not in character with bordering land

uses. He stated that the subject property was a gateway to the City. He expressed his concern with the neighborhood already being impacted by the addition of churches and a high school, noting that the subject use would operate 24-hours a day, seven days a week which he felt was too intense for the area.

**ACTION:**

Moved by Commissioner Hale, seconded by Commissioner Johns, to deny the proposed Conditional Use Permit for the unaccompanied youth care facility and Extension of Time for the existing CUP. Motion carried unanimously. (7-0)

**ORAL COMMUNICATIONS:** None.

**PLANNING COMMISSIONERS:** Chairman Weber thanked the Police Department and Fire Department for their assistance at this meeting.

**ADJOURNMENT:**

Chairman Weber adjourned the meeting at 10:32 p.m. The next meeting was scheduled for July 22, 2014, at 7:00 p.m. in the City Council Chambers, 201 North Broadway Escondido, California.

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Bill Martin, Secretary to the Escondido  
Planning Commission

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Ty Paulson, Minutes Clerk

**CITY OF ESCONDIDO**

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

**July 22, 2014**

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

**Commissioners present:** Jeffery Weber, Chairman; Bob McQuead, Vice-chairman; Ed Hale, Commissioner; James Spann, Commissioner; Merle Watson, Commissioner; and Guy Winton, Commissioner.

**Commissioners absent:** Gregory Johns, Commissioner.

**Staff present:** Bill Martin, Deputy Planning Director; Jay Petrek, Assistant Planning Director; Homi Namdari, Assistant City Engineer; Gary McCarthy, Senior Deputy City Attorney; Kristina Owens, Associate Planner; and Ty Paulson, Minutes Clerk.

**MINUTES:**

Moved by Commissioner Winton, seconded by Commissioner Spann, to approve the minutes of the June 24, 2014, meeting. Motion carried unanimously. (6-0)

**WRITTEN COMMUNICATIONS** – Received.

**FUTURE NEIGHBORHOOD MEETINGS** – None.

**ORAL COMMUNICATIONS** – None.

Taken out of order.

**PUBLIC HEARINGS:**

1. **TENTATIVE PARCEL MAP, CONDITIONAL USE PERMIT AND ADMINISTRATIVE ADJUSTMENT – SUB 14-0003; PHG 14-0010 AND ADM 14-0031:**

**REQUEST:** A proposed Tentative Parcel Map to subdivide an existing 0.58-acre single-family residential lot in the R-1-7 (Single-Family Residential, 7,000 SF

minimum lot size) zone into two (2) lots (8,018 SF and 9,632 SF), in conjunction with a Conditional Use Permit for a 22-foot wide easement access to the rear lot. The request also includes, an Administrative Adjustment for a 25% reduction of the required side yard setback from 10' to 7.5' and the required rear-yard setback from 20' to 15' for an existing single-family residence to remain on Parcel 1 and a 25% reduction to the required front-yard setback for Parcel 2 from 15' to 11.25'. The proposal also includes the adoption of the environmental determination prepared for the project.

**PROPERTY SIZE AND LOCATION:** Approximately .58-acres, on the west side of Miller Avenue, north of Danica Place and south of Montview Drive, addressed as 1935 Miller Avenue (APN 236-332-13)

Bill Martin, Deputy Planning Director, referenced the staff report and noted staff issues were whether the 22-foot wide private access easement was appropriate, and whether the reduced setbacks for Parcel 1 and Parcel 2 was appropriate. Staff recommended approval based on the following: 1) Staff felt the additional one lot with easement access would be consistent with existing development patterns, adequate parking could be provided on-site, sufficient fire access could be maintained, and an existing six (6) foot high wooden fence along the northern property line would be constructed to buffer the potential noise and light impacts associated with vehicles utilizing the access easement; and 2) Staff felt the reduced street side-yard setback from 10' to 7.5' and the required rear-yard setback from 20' to 15' for parcel 1 is appropriate since the reduction of the required street side-yard setback would not adversely affect any of the surrounding properties to the north and to the south; the distance to the nearest property to the north is 50+ L.F. and 50+ feet to the proposed development on Parcel 2. Common property line fencing six-feet high was conditioned to be provided between Parcel 1 and Parcel 2.

**Michael Kuchek, Escondido, applicant,** noted that he was available for questions.

**ACTION:**

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

## **CONSENT CALENDAR:**

- 1. Approve Planning Commission Resolution 6015 DENYING Conditional Use Permit (PHG 14-0017) for government services to operate a 96-bed unaccompanied youth care facility and DENIAL of an associated extension of time for an existing skilled nursing residential care facility in the RE-20 zone.**

**Location: 1817 Avenida Del Diablo**

Jay Petrek, Assistant Planning Director, referenced the staff report and noted the Commission had the following options: 1) Approve the resolution; 2) Approve the resolution with edits to be incorporated into the resolution; 3) Deny the resolution with edits to be incorporated into the resolution; and 4) Vote to reconsider the Conditional Use Permit at a future public hearing.

**Carlos Ronanillo, Escondido**, asked if a translator was available, noting that this might be worth considering for future meetings. Mr. Martin replied in the negative, noting staff had not received a request for a translator. Mr. Ronanillo noted that he was a field organizer for the North County Latino Organizing for Action. He felt the Commission had the opportunity to change eight years of discrimination, hate, and injustice in the City. He asked that the Commission reverse its previous decision on this matter.

**Pedro Rios, San Diego, Director of American Friends Service Committee and Boardmember of Immigrant Rights Consortium**, stated that he stood before City Council eight years ago to address what he considered to be politics of hate, bigotry, and intolerance during the housing ordinance. He felt the City needed to take a stand against hate, bigotry, and intolerance by removing the tarnished image of the City. He asked that the Commission reverse its previous decision on this matter.

**Joanne Tenney, Escondido**, stated that Southwest Key would provide the needed stability and security for the subject children as well as provide basic psychological and health services until they were able to be united with their families. She stated that each of these children deserved due process. She stated that many of the children were fleeing gangs, murder, rape, and kidnappings. She asked that the Commission reverse its previous decision on this matter.

**Becky Collins, Escondido**, stated that Enrique Morones changed her perspective that this was a human issue. She stated that the subject project would meet the government's requirements for housing these minors in an area



that provided access to physical activities, social services, education, and mental and physical health care.

**Ron Kohl, Escondido/San Marcos**, stated that he was appalled at the last meeting, noting he and others in favor of the facility were hassled and booed by the public. He asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017. He stated that the City was 52% Latino, noting there was no Latino representation on the Commission.

**Luis Romero, Escondido**, asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017. He felt that the subject facility would accommodate the proposed use, noting it was bordered by a church and high school with the closest house being over 300 feet away.

**Christina Gonzales, San Diego, representing Justice Overcoming Boundaries**, stated that she heard Escondido was little Arizona. She felt that the Latino population needed to be represented. She asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017 to provide for unaccompanied immigrant children.

**Andrea Seavey, Escondido**, was concerned with Escondido abandoning the subject children when they could be accommodated. She stated that these children needed to be considered when they had come so far at a high risk.

**Bill Durney, Escondido**, thanked the Commission for their service to the City.

**Mark Dillon, Poway, Chairman of Human Relations Commission**, stated that institutional bias was when the law was legally applied unfairly or inconsistently to a population. He questioned whether the Commission's decision would have been the same if the \$8 million in rehabilitation moneys would have been for a residential care facility. He indicated that the subject immigrants were following the law that was established by the Federal Government and not allowing this was what he considered institutional bias.

**Pat Allison, Escondido**, appealed to the Commission's humanitarian and spiritual side to help the subject children.

**Steven Garcia, Escondido**, expressed his view that the Commission was rejecting children from countries where they needed to escape great economic disparities and violence. He stated that the facility would provide a sense of compassion and a chance for a better life for these children.

**Laura Kohl, Escondido**, stated that she was horrified at the last meeting regarding the Commission's decision as well as feeling that some commissioners showed contempt and disrespect for the freedom of speech. She asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017.

**John Valdez, Escondido**, felt a great nation was guided by its principals, especially when children were involved. He stated that the 2008 Immigration Act provided support for unaccompanied minors. He asked that the Commission be compassionate towards these children.

Chairman Weber noted that the Commission's previous decision was based on land use matters, noting that the subject item was being considered on the conditions. He asked that the public try and keep their comments to land use issues or the findings of fact.

**Armando Telles, Escondido**, asked that the Commission pull this agenda item for discussion and reconsideration. He stated that while he was in the Marine Corp they provided humanitarian relief for people in need. He stated that the City could do the same since it had the resources and facilities. He also felt approving the facility would help demonstrate why veterans should live in Escondido.

**Reverend Sharon Wylie, Minister at Chalice Unitarian Universalist Congregation, Escondido**, noted that she was speaking on behalf of herself. She asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017. She stated that the facility would bring jobs to the City and was licensed by the State. She indicated that the police and fire department had no concerns about providing services to the site. She noted that facility would have no parking or EIR issues. She also indicated that the reference letters for Southwest Key were glowing.

**Ricardo Favela, Fallbrook**, felt that hate influenced the Commission's previous decision. He stated that not all people in Escondido hated or were afraid of children.

**Peter Armstrong, San Diego**, felt that the subject use would be under a Conditional Use Permit with conditions that would mitigate any negative impacts on the surrounding area. He felt the proposed use would not create any additional issues and asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017.

**Edward Hall, Escondido**, felt that the Planning Commission's previous decision on this matter had damaged the City long term. He questioned whether

businesses would want to locate in Escondido. He asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017.

**Alejandra Ramos, Escondido**, stated that the subject children needed help. She indicated that the subject facility would provide jobs and provide \$8.5 million in stimulus to the City. She also expressed her concern with the public not being accommodated at the last meeting when the doors were closed.

**Daisy Resendiz, Escondido**, felt she was a perfect candidate to work at the Southwest Key facility. She stated the facility and its programs would provide over 40 jobs with benefits. She noted that Southwest Key's programs provided food, shelter, and materials to its youth as well as providing revenue opportunities for other businesses. She stated that the program would provide \$8.5 million per program per year. She expressed her view that the Commission's previous decision on this matter was based on hateful, racist, uninformed opinions by the public. She stated that she was in favor of having Southwest Key in Escondido.

**Luis Gomez, Santee**, asked that the Commission reconsider its previous decision on this matter. He stated that the facility would be under the Federal Government for children who would be under the protection of the Federal Department of Health and Human Services. He felt denying this request obstructed the Federal Government's ability to do its job and could result in legal ramifications. He asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017.

**Charles Stichter, Escondido**, asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017. He stated that the subject facility cost nothing to the City, would create jobs, and bring Federal moneys to the City. He expressed his concern for the subject children's safety.

**Sharon Cullity, San Marcos**, questioned where our American values were if the subject facility was not approved. She expressed her concern for the safety of the subject children.

**Kathleen Lamb, Escondido**, asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017, feeling it would be an appropriate land use for unaccompanied immigrant children.

**Deborah Coon, San Diego**, asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017. She felt this was a moral issue. She also felt the shelter would be a good use for vacant facilities to protect children.

**Patricia Bennett, Escondido**, felt anything that lured individuals to come illegally to the United States at great danger to them was inhumane.

**Meghan Quade, Escondido**, concurred with the Commission's previous decision on this matter. She stated that the subject facility would create parking and security issues for the neighborhood.

**Jack Bennett, Escondido**, concurred with the Commission's previous decision on this matter. He stated that many of the children were brought by paid coyotes, feeling these children needed to be in their home country with their parents.

**Victor Hernandez, Escondido**, asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017. He questioned whether the decision was based on where the subject children came from. He expressed his concern for the safety of these children.

**Tania Fonseca, Escondido**, asked that this item be pulled from the consent agenda. She felt the Commission's previous decision did not consider the benefits the facility would bring to the City. She noted that the facility would bring \$8.5 million to the City with no local tax money being used for the shelter, and create over 100 jobs. She asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017 and approve the shelter for unaccompanied immigrant children.

**Kathleen Zapata, Poway**, stated that she was a Federal Government employee trying to ensure that the subject children not compromise the Federal Government's obligation to care for them safely and ensure that their due process rights were respected. She asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017. She noted that the subject facility would cost the City nothing and benefit the City with Federal tax dollars.

**Christian Benandes, San Diego**, expressed his concern for the children being subjected to extreme violence. He asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017.

**Estela Jimenez, San Diego**, asked that the Commission show compassion on the subject children who were risking their lives to come to America. She noted that many of these children did not have parents. She felt that the City should find a suitable location to help these children.

**Idis Mendoza, Escondido**, asked why the Commission did not stand up for her at the last meeting when she was being disrespected while talking at the podium. She felt the Commission should be ashamed of itself. She stated that denying this facility would cost the City up to 400 jobs and \$8.5 million to the local economy. She felt the Commission had formed its previous decision by the opinions of racist individuals versus what was best for the community.

**Marjorie Frye, San Diego**, asked that the Commission pull this agenda item for discussion and reconsideration. She felt action was needed to help resolve the issue with the subject children.

**Lillie Sanchez, Oceanside**, asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017. She stated that this was a humanitarian issue. She indicated that the facility would provide jobs to the City and at the same time make its residents proud. She asked that the Commission stop being bullies.

**Jesus Perez, Escondido**, asked that the Commission pull this agenda item for discussion and reconsideration, noting that the Commission did not hear from the individuals in support of the shelter. He felt Escondido had a line of division. He stated that resources were available to help these children. He also stated that there was no such thing as an illegal human being.

**Kathleen Mayfield, Escondido**, supported the Commission's previous decision on this matter based on land use.

**Wendy Gonzales, Escondido**, stated that many individuals did not agree with the Commission's previous decision. She indicated that many individuals supported a shelter that would help the subject children find their family and at the same time provide dignity to them.

**William Hagerty, Escondido**, supported the Commission's previous decision based on land use. He felt the facility resembled a holding facility or jail. He also expressed his concern with the opinions from those outside the community.

**Robert Walker, Escondido**, supported helping the subject children. He felt the subject site was inappropriate for the proposed use and recommended that the Commission consider the other two properties that were reviewed.

**Karen Plasancia, Oceanside**, felt the Commission allowed the public to be disrespectful at the last meeting to individuals in favor of the shelter. She felt the Commission's decision was ruled by rightwing conservatives in the City. She felt that America was founded on genocide and rape.

**Francisco Ramirez, Escondido**, stated that Escondido had an anti-immigrant mentality, noting that his family and friends lived in fear. He asked that the Commission pull this agenda item for discussion and reconsideration.

**Liz Ortiz, Escondido**, felt opening the subject shelter would allow for a homelike experience for the subject children. She asked that the Commission pull this agenda item for discussion and reconsideration. She did not feel the subject shelter would have adverse impacts on noise or traffic, noting that the children would not have visitors.

**Lily Ortiz, Escondido**, stated that subject children were fleeing their homes due to being subject to violence, persecution and gangs. She felt as Americans we needed to hold true to our values of fairness, equality, and due process. She asked that these children have refuge in the City.

**Theresa Tugwell, Escondido**, concurred with the Commission's previous action on this matter. She stated that she was appalled at the signs in the audience of racism and hatred.

**Sandra Romero Barohora, San Diego**, asked that the Commission open their hearts to the subject children, noting some came from Honduras, Central America, and Mexico. She stated that as a Yuma right defender she had been inside the subject situation with her county with children who had been murdered due to drug and gun traffic. She stated that sending these children back would kill them. She questioned why not share in giving these children an opportunity.

**Larry Demry, Escondido**, felt that most of the comments should be directed to the Federal Government and not the Commission. He stated he was in favor of the Commission's previous decision on this matter.

**Kitty Demry, Escondido**, asked that the Commission vote to deny the subject Conditional Use Permit based on land use issues. She felt the surrounding neighborhood would be negatively impacted by the subject facility.

**Joan Gardner, Escondido**, thanked the Commission for its decision at the previous meeting, noting her view that it would be an incompatible use with the neighborhood. She also felt that there was no comparison between the other Southwest Key facility with 14 beds and the proposed facility with 96 beds.

**Yazmin Perez, Escondido**, stated she had witnessed many injustices and inequalities in Escondido. She felt we had a moral and legal obligation to take care of the subject children and to provide them with equal protection, a

commitment to justice, and basic human dignity. She asked that the Commission pull this agenda item for discussion and reconsideration, reverse its decision to deny Conditional Use Permit PHG 14-0017, and approve the shelter for unaccompanied immigrant children.

**Sister Maureen Brown, Oceanside**, stated that the subject children were our sisters and brothers in the family of God. She asked that the land use issues be seen in a humanitarian context. She stated that the well-being of these children fell under a higher law. She asked that the Commission reverse its decision to deny Conditional Use Permit PHG 14-0017 and approve the shelter for unaccompanied immigrant children.

**Doris Cruz, Escondido**, asked that the Commission hear what the public comments were and represent Escondido.

**Joseph Bologna, Escondido**, stated that what he could do for his country is to remind them that they needed to protect our borders. He noted that the subject children came here through no fault of their own. He indicated that the Federal moneys being cited for the project originally came from taxpayers. He stated that the job of the Commission was to base its decision on the criteria.

Chairman Weber recessed the meeting at 8:20 p.m. and reconvened the meeting at 8:31 p.m.

**Maria-Isabel Roco, Escondido**, felt insulted at the last meeting regarding some of the comments being allowed to be made, noting her view that the Commission failed to control the meeting. She asked that the Commission pull this agenda item for discussion and reconsideration.

**Caroline Theiss-Aird, Vista**, stated that she was representing her friends from Escondido due to her friends feeling threatened at the last meeting. She stated that the subject facility would not be a detention center, noting it would be a children's center operating under Health and Human Services. She questioned how the subject facility was denied based on land use issues when it was previously a nursing facility with traffic from ambulances, visitors, and doctors and nurses. She asked that the Commission pull this agenda item for discussion and reconsideration.

**Citlalli Aquino, Oceanside**, stated that her generation was ashamed because they were going to have to fix this generation's mistakes. She indicated that unaccompanied minors had been accepted since the beginning of the migration to the United States. She questioned why the City could not accept the subject unaccompanied minors. She stated that it was unlawful to send these children

back to their county. She noted that these children were too young to fill out their own paperwork. She elaborated that unless a person was a Native American then you that person came from immigrants.

**Daniel Perez, Escondido**, asked that the Commission control both sides, expressing his concern to see the community divided. He stated that he would be providing a solution to City Council at their next meeting.

**Rico Avelar, Escondido**, thanked the Commission for its previous action on this matter. He did not feel Google or other companies would come to Escondido because it had the market cornered on illegal immigrants. He expressed his view that the workforce needed to be educated in order for Escondido to grow and have good jobs.

**Frank Fitzpatrick, Escondido**, supported the Commission previous decision on this matter based on land use. He felt it was incumbent upon Health and Human Services to find a suitable location and bring it to the City.

**Rebecca Rauber, Lemon Grove**, stated she the Southwest Key facility in Lemon Grove had operated without issues and provided jobs and funds to the City. She questioned how the subject facility was denied based on land use issues when it was previously a nursing facility with varying employee shifts, and traffic from visitors and ambulances. She indicated that the subject facility would provide interim therapeutic care for children who had been threatened with murder, rape, torture, and gang violence. She also stated that these children were here legally.

**Duncan Fane, Escondido**, asked that the Commission uphold its previous decision on this matter. He noted that the Federal Government had plenty of processing facilities, noting his view that Escondido did not have the resources to handle this situation.

**Edith Vega, Escondido**, asked that the Commission reverse its previous decision on this matter, noting her concern for the subject children sleeping on concrete floors. She also noted that this would be a temporary solution.

**Karen Guzmxn, Escondido**, stated that the subject children were here for due process and had a Federal right to be here. She felt the subject facility would be appropriate since the previous facility had worked. She also noted that the subject shelter would bring in \$8.5 million to the City, provide jobs, and protect young girls.



**Tyler Felan, Escondido**, stated that the previous land use was for the elderly and sick, noting his view that it should not be used for illegal immigrants. He questioned who would pay for the subject facility when the City was operating on a deficit.

**Laree Felan, Escondido**, felt that respect for the county and its laws needed to be considered when Americans had bled for these rights, noting her view that illegal immigrants felt they were entitled to these rights. She expressed her concern with the country's future when it was helping every non-citizen and impacting her children's lives.

**Jim George, Escondido**, felt that the Federal Government had let the country down. He stated that he was in favor of the Commission's previous decision on this matter.

**Sara Gurling, San Diego**, stated that she was the labor representative for the employees at the Palomar Continuing Care Center which had over 100 employees, medically infirmed adults with a high turnover, visitors, meal deliveries, doctor visits, and medical transports. She felt that the land use claims for denying the shelter were unfounded.

**Carlos Morales, Escondido**, stated that this was a humanitarian issue, noting that the subject shelter could be manned by volunteers due to so many people being passionate about this issue. He asked that the Commission reconsider its previous decision on this matter.

**Haley Suarez, Escondido**, asked that the Commission reconsider its previous decision on this matter. She questioned what freedom meant to the Commission. She stated that the subject shelter would provide jobs and opportunities for volunteers.

**Paula Cruz, Escondido**, asked if the commissioners had spoken to their religious leader or God for advice on this matter.

**Father Don Green, Escondido**, felt that the City's past decisions regarding the 2006 rental ban, garage conversion ordinance, and parking permit ordinance were only a consideration for what ethnicity was using the land of the City that was taken into account. He asked that the Commission move to reconsider its previous decision on this matter, feeling it would stop the trend of presumably racist policies in the City. He also stated that the subject facility met the needs of the land use policies according to the staff report.

**Mario Moreno, Escondido**, stated that this was a humanitarian issue. He then read quotes from his T-Shirt, noting he was a screen printer.

Chairman Weber read the guidelines for granting a Conditional Use Permit.

Commissioner Winton stated that based upon the testimony and facts that were elicited from the attorney for Southwest Key who admitted it would be detention facility and the other factual finds, he moved to approve Resolution 6015.

**ACTION:**

Moved by Commissioner Winton, seconded by Chairman Weber, to approve staff's recommendation to approve Resolution 6015 denying Conditional Use Permit (PHG 14-0017) for government services to operate a 96-bed unaccompanied youth care facility and denial of an associated extension of time for an existing skilled nursing residential care facility in the RE-20 zone.

Motion carried unanimously. (6-0)

**2. AMENDMENT TO THE ZONING CODE – AZ 14-0001:**

**REQUEST:** An amendment to Article 16, pertaining to commercial zones, involving adding Planned Development - Office (PD-O) and Planned Development – Mixed Use (PD-MU) as new commercial zones implementing the Planned Office designation and mixed-use overlay of the General Plan, eliminating the Hospital Professional (HP) zone and incorporating the uses and development standards into the Commercial Professional (CP) zone, and amending/updating the matrix list of permitted and conditionally permitted principal uses for commercial zones (Table 33-332). No property zone changes are proposed at this time; staff will conduct a comprehensive zone change involving all properties affected by the General Plan update at a later time. The proposal also includes the adoption of the environmental determination prepared for the project.

**PROPERTY LOCATION:** Citywide

Jay Petrek, Assistant Planning Director, referenced the staff report and noted staff issues were whether adding the PD-O and PD-MU zoning designations were appropriate, whether eliminating the HP designation from the Zoning Code and consolidating its uses and development standards into the CP zone would be appropriate, and whether the proposed changes/updates to the commercial zones permitted use matrix were appropriate. Staff recommended approval based on the following: 1) The proposed new zoning designations of PD-O and

PD-MU would implement the General Plan, providing zoning categories that are consistent with the existing Planned Office designation and the mixed-use overlay of the General Plan. No zone changes are proposed at this time; 2) Eliminating the Hospital Professional zone and incorporating the land uses and development standards into the Commercial Professional zone would streamline the commercial categories of the Zoning Code and assist in attracting businesses to the area, while not adversely impacting property or business owners; 3) Requiring a Conditional Use Permit for residential care facilities in the CG zones will help prevent valuable commercial property from being used by non-commercial uses, while still allowing residential care facilities through the CUP process for appropriate locations in commercial zones; 4) Allowing existing churches to remain and expand within their boundaries, but not allowing new churches within the area designated Planned Office in the General Plan would preserve those areas at city gateways for comprehensively planned employment centers, without negatively impacting existing churches; and 5) The proposed amendment would update, modernize, and add flexibility for uses in the commercial permitted use matrix, including fixing an inconsistency among a type of residential use that is listed in the matrix twice.

Commissioner McQuead and Mr. Petrek discussed Page 3, Item 4 with regard to the language for expanding the area of a church in the PD-O zone.

Chairman Weber and Mr. Petrek discussed non-conforming residential care facilities in the HP zone. Chairman Weber asked if a CUP would be required for a residential use to convert to a 6-bed residential care facility. Mr. Petrek replied in the affirmative.

Commissioner Hale referenced the presentation map with the three churches in the PD-O zone, noting he would be opposed to limiting their expansion onto adjacent properties.

Commissioner McQuead asked if the subject churches could expand outside of the PD-O zone. Mr. Petrek replied in the affirmative.

Commissioner Winton and Commissioner Hale expressed their concern with the language not allowing for expansion of churches outside the boundary of their CUP. Mr. Petrek suggested clarifying text that allowed existing churches in the Planned Office General Plan designation to physically expand the boundary of their conditional use permits onto properties outside the Planned Office designation.

**ACTION:**

Moved by Commissioner Chairman Weber, seconded by Commissioner McQuead, to approve staff's recommendation with clarifying text that allowed existing churches in the Planned Office General Plan designation to physically expand the boundary of their conditional use permits onto properties outside the Planned Office designation. Motion carried unanimously. (6-0)

**ORAL COMMUNATIONS:**

**Kitty Demry, Escondido**, thanked the Commission and City for their work on the administration building near Avenida Del Diablo.

**PLANNING COMMISSIONERS:**

Commissioner Hale stated that he felt hand tied with regard to trying to explain to the public that the focus needed to be on land use issues. He thanked the Commission for sticking to the issues.

Chairman Weber thanked staff and the Commission for their work at this meeting.

**ADJOURNMENT:**

Chairman Weber adjourned the meeting at 9:36 p.m. The next meeting was scheduled for August 12, 2014, at 7:00 p.m. in the City Council Chambers, 201 North Broadway, Escondido, California.

*Bill Martin*

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Bill Martin, Secretary to the Escondido  
Planning Commission

*Ty Paulson*

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Ty Paulson, Minutes Clerk



**FUTURE CITY COUNCIL AGENDA ITEMS**  
**September 4, 2014**

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

**September 17, 2014**  
**No Meeting (ICMA)**

**September 24, 2014**  
**4:30 p.m.**

<b>PROCLAMATION</b>
<b>Escondido Charitable Foundation Week</b>
<b>National Neighborhood Day</b>
<b>PRESENTATION</b>
<b>Escondido Disposal – New Automated Greens Recycling Program</b>
<b>CONSENT CALENDAR</b>
<p><b>Approval of ROPS 14-15B for the period January 2015 to June 2015</b> (S. Bennett)</p> <p><i>Request Council approve the Recognized Obligation Payment Schedule (ROPS) for the period January 2015 to June 2015.</i></p>
<p><b>Award of Contracts: Wastewater Collections Yard Design</b> (C. McKinney)</p> <p><i>This project will design a Collections Yard to provide maintenance, service and storage areas for City Staff at the Hale Avenue Resource Recovery Facility. This will consolidate the majority of City Collections Staff and equipment at a single location and allow them to vacate the current City Yard. All of these upgrades will allow the City to provide a safer working environment for City Staff and increase efficiencies and reliability in sewer collection for the public.</i></p>
<p><b>Amending the List of Positions Subject to the City's Conflict of Interest Code Pursuant to the Political Reform Act</b> (J. Epp)</p> <p><i>Request Council approve amending the list of positions subject to the City's Conflict of Interest Code pursuant to the Political Reform Act.</i></p>
<p><b>Amend the City's Schedule of Stop Signs to add Stop Signs on Chestnut Street at 9<sup>th</sup> Avenue and Approve the Traffic Calming Plan for Chestnut Street</b> (E. Domingue)</p> <p><i>Two (2) new stop signs are recommended to be installed on Chestnut Street at the intersection of 9<sup>th</sup> Avenue to provide for "All Way Stop Control" at the intersection. The Transportation and Community Safety Commission voted to recommend installation of the proposed two (2) stop signs to City Council and to support the traffic calming plan for Chestnut Street at their July 10, 2014 meeting.</i></p>

<p><b>CONSENT CALENDAR Continued</b></p>
<p><b>Jesmond Dene Park Lighting Project Negative Declaration (ENV 14-0006)</b>          (B. Redlitz)</p> <p><i>The City Council previously approved the use of Park Development Funds to install new ball field lights at Jesmond Dene Park, which is a 2013/2014 Council Action Plan Item (Neighborhood Improvement). Jesmond Dene park contains three baseball fields that currently are used by the American Little League. Two of the baseball fields are lit and the project involves the installation of lighting around the third unlit baseball field. The proposed project would not introduce new uses to the project site, rather the installation of the lights would allow for the existing use of the baseball field to extend into the evening hours.</i></p>
<p><b>Lindley Reservoir Tank Replacement Project Mitigated Negative Declaration (ENV 14-0004)</b>          (B. Redlitz)</p> <p><i>The existing 2.0-MG Lindley Reservoir water tank is undersized for current demand and a combined capacity of 3.0-MG is identified to provide adequate storage and distribution capacity for the area. The project has been designed and would go out to bid upon completion of the environmental review process. Project related environmental impacts obligates the City to perform various mitigation measures, which includes acquisition of suitable habitat credits at an approved mitigation bank. Because the site is located within the County's jurisdiction, a Habitat Loss Permit (HLP) must be obtained from the County to offset impacts to sage scrub habitat. The HLP currently is being processed by the County.</i></p>
<p><b>PUBLIC HEARINGS</b></p>
<p><b>CURRENT BUSINESS</b></p>
<p><b>Designation of Authorized Representative for Clean Water State Revolving Fund Loans for the Recycled Water and Potable Reuse Program</b>          (C. McKinney)</p> <p><i>The Clean Water State Revolving Fund requires authorized representatives that will sign loan documents on behalf of the City to be established by resolution.</i></p>
<p><b>Amendment to the Operation and Management Agreement for California Center for the Arts, Escondido</b>          (C. Grimm)</p> <p><i>The Operating and Management Agreement between the City and the CCAE would replace the existing three contracts with one contract and establish a five-year term.</i></p>
<p><b>CURRENT BUSINESS</b></p>
<p><b>Appointment to Historic Preservation Commission</b>          (D. Halverson)</p> <p><i>Due to the resignation of Juliana Cherry from the Historic Preservation Commission, a replacement should be appointed to complete her term, which expires in March 2016.</i></p>
<p><b>Future Agenda Items (D. Halverson)</b></p>



# City Manager's WEEKLY UPDATE to City Council

September 3, 2014

## SPECIAL EVENTS

- The Grape Day Festival will be held this Saturday, September 6. The following is a listing of activities:
  - Escondido Sunrise Rotary 5K – Saturday Sept. 6<sup>th</sup> at 7:30 a.m. – Downtown Escondido
  - Grape Day Parade – Saturday Sept. 6<sup>th</sup> at 9:30 a.m. – Grand Ave.
  - Grape Day Festival – Saturday, Sept. 6<sup>th</sup> immediately following the parade – Grape Day Park
- Giro di San Diego (Bike Ride) – Sunday, Sept. 7<sup>th</sup> 7a.m. – 5 p.m. – Lake Wohlford Rd. (hard closure) & surrounding areas.

## COMMUNITY DEVELOPMENT

### Planning:

- The proposed amendment to the Sphere of Influence and associated Reorganization (annexation) for the Citracado Parkway road extension project is scheduled for consideration by LAFCO on 9/8/14. LAFCO staff recommends approval. Staff from Planning and Public Works – Engineering will attend the hearing.
- Major Projects Update:
  - Oak Creek (NUW) – The public review period for the Draft EIR is underway, with comments due on 9/29/14. The document is posted on the City's website at the following link:  
[http://www.escondido.org/Data/Sites/1/media/pdfs/Planning/oakcreek/CD/INDEX\\_Report\\_Navigatoin.pdf](http://www.escondido.org/Data/Sites/1/media/pdfs/Planning/oakcreek/CD/INDEX_Report_Navigatoin.pdf). In response to requests from community members, a neighborhood meeting has been tentatively scheduled for Monday evening, 9/22/14, in the City Council Chambers to discuss the project and the findings of the Draft EIR.
  - Amanda Lane (NUW) – The applicant submitted revised plans responding to staff comments; the revisions are under review. The revised plans propose internal streets that deviate from road design standards and include some street redesign to avoid the need for some offsite improvements. The applicant continues to negotiate the necessary letters of permission and easements for other offsite improvements, to avoid potential condemnation issues
  - Centerpointe 78 Commercial: – Staff is reviewing the revised traffic study for inclusion in the Draft EIR. The revised study identifies significant traffic impacts and mitigation measures including feasible offsite improvements. It is anticipated that these measure may not fully mitigate the impact, thereby triggering the need for overriding findings.



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

- North Broadway Deficiency Area Projects: – The Pickering annexation is scheduled for City Council hearing on 9-10-14. The application for the Zenner annexation and the associated 40-unit subdivision at Vista Ave. and Lehner Ave. remains incomplete, pending submittal of letters of permission for offsite improvements, to avoid condemnation issues.
- San Diego Veterans Village: The applicant is evaluating potential revisions to address the HPC comments regarding the proposed demolition of several historic adobe structures and to address Fire Department concerns.

## **Building Division:**

- Building issued 60 permits for the week with a total valuation of \$889,333. Inspections and counter contacts remain constant with average daily inspections of 38 with 26 on Friday and average daily counter contacts of 35 with 27 on Friday.
- Building permits were issued for the new Façade and Portal Entrance for Toyota of Escondido.
- 13 Photovoltaic permits were issued last week, 66 this month and 429, so far this year. Compared to last year at this time when 240 photovoltaic permits were issued.
- The monthly Building Activity Report for August is attached.

## **PUBLIC WORKS UPDATE**

### **Capital Improvements**

#### **2013/2014 Street Maintenance Project:**

This week the contractor is working in the neighborhood bordering on Oak Hill Drive and Boyle Avenue and between Midway Drive and Ash Street.

#### **Maple Street Pedestrian Plaza Modifications:**

The project bid opening was Thursday, August 28. The project received 5 competitive bids with the lowest being \$69,700.00 and the highest bid being \$122,346.00. The Engineer's estimate was \$56,047.20. The project will be scheduled for construction at the completion of Cruisin' Grand which ends Friday, October 3.

### **Private Development**

#### **Lincoln Avenue @ Goldenrod Street 16" Gas Main Inspection:**

SDG&E has permits to start excavation of a launch pit on Goldenrod Street. The work will require a day time closure of Goldenrod Street between Lincoln Avenue and Iris Lane. The preparation of the launch pit is continuing this week.





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

## County Project: Bear Valley Parkway Widening between Boyle Avenue and San Pasqual Valley Road

The contractor has begun to clear and grub the site which includes house foundations, driveways and landscape items between Boyle Avenue and Idaho Avenue. The project's Notice to Proceed date was Friday, August 15; the contractor has 540 construction days to complete the project.

### **Building Maintenance**

- The lighting in the CCAE Conference Center salons has been repaired and converted to LED technology. This will result in energy savings and bulb longevity.
- All the stationary walls in the Conference Center salons are being re-covered with new wall coverings, and the salons are being painted. The work should be completed by September 5<sup>th</sup>.
- The wood damage on the front entry to the Dorothy E. Boeger building at the Park Avenue Community Center is being repaired, and the roof is going to be replaced shortly thereafter.

### **Fleet Maintenance**

- Working together with Purchasing, a public bid has been sent out to purchase 19 new police vehicles for the 2015 FY.

### **Recycling/Waste Management**

- Recycling staff will be on-hand and have their educational table set up in Grape Day Park for the Grape Day Festival on 9/6.

## **PUBLIC SAFETY**

### Police:

- Captain Bob Benton has been promoted to Assistant Police Chief.

### Fire:

- Although it has already been a busy fire season up and down the State, September and October are usually when it gets real busy in Southern California. In an attempt to be better prepared for these months, the County and SDG&E are bringing two additional helicopters to the County on September 1<sup>st</sup>. One helicopter will be very similar to the two firefighting helicopters the Sheriff's and CAL Fire operate daily in San Diego. The other helicopter is the Erickson Skycrane or Type I helicopter. The Skycrane will be stationed out of Gillespie field and is capable of dropping 2500 gallons of water with each load. The other, a Type II helicopter may be staged each day somewhere in North County near the Olivenhain Reservoir. It has the ability to drop more than 300 gallons of water with each water drop. These two additional helicopters will be a big help in attacking vegetation fires in the Wildland Urban Interface.



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

###

CITY OF ESCONDIDO MONTHLY ACTIVITY REPORT AUGUST 2014

DESCRIPTION	MTD UNITS	MTD PERMITS	CURRENT YEAR MTD VALUE	PRIOR YEAR MTD VALUE	YTD UNITS	PRIOR YEAR YTD UNITS	YTD PERMITS	PRIOR YEAR YTD PERMITS	CURRENT YEAR YTD VALUE	PRIOR YEAR YTD VALUE
<b>RESIDENTIAL</b>										
Single Family Dwelling					14	1	14	1	2,429,941	\$ 210,233
Townhouse					25	37	4	6	\$ 2,682,072	\$ 4,169,567
Duplex					10		10		\$ 1,108,715	
Triplex										
Four Units										
Five or more Units					1		1		\$ 6,572,596	
Condominiums										
Mobilehome Parks										
<b>TOTAL RESIDENTIAL</b>					50	38	29	7	\$ 12,793,324	\$ 4,379,800
<b>COMMERCIAL</b>										
Amusement & Recreation										
Churches/Religious Buildings										
Industrial Buildings	1		\$ 50,000		1	1	1	1	\$ 50,000	\$ 30,625
Parking Garages (Public)						1	1	1		\$ 11,200
Service Stations & Repair Garages					2		2		\$ 80,734	
Hospitals & Other Institutions										
Office, Bank & Professional Buildings					1	1	1	1	10,260	\$ 12,722
Schools			\$ 33,338			1	1	1		\$ 33,338
Stores & Other Mercantile Buildings	1		\$ 232,045		3	3	3	3	\$ 810,332	\$ 4,792,123
Hotels, Motels										
<b>TOTAL COMMERCIAL</b>	2	2	\$ 282,045	\$ 33,338	7	7	7	7	\$ 951,326	\$ 4,880,008
<b>MISCELLANEOUS</b>										
Residential Alterations & Additions		64	\$ 422,243	\$ 241,920			289	238	\$ 3,741,092	\$ 1,980,144
Commercial Alterations & Additions		17	\$ 1,364,892	\$ 1,527,816			125	157	\$ 17,280,567	\$ 13,537,079
Mobilehome Awnings, etc		2					8	7		
Structures other than Buildings		12	\$ 78,101	\$ 130,478			112	112	\$ 1,585,706	\$ 872,593
Demolition, Residential								3		
Demolition, Other		2					17	2		
Detached Carports, Garages							5	1	\$ 23,915	\$ 20,700
Mobilehome Setups		1					25	20		
<b>TOTAL MISCELLANEOUS</b>		98	\$ 1,865,236	\$ 1,820,215			581	540	\$ 22,631,280	\$ 16,410,516
<b>GRAND TOTALS</b>	2	100	\$ 2,147,281	\$ 1,853,553	57	45	617	554	\$ 36,375,930	\$ 25,670,324