



NOVEMBER 15, 2017
CITY COUNCIL CHAMBERS
3:30 P.M. Closed Session; 4:30 P.M. Regular Session
201 N. Broadway, Escondido, CA 92025

MAYOR	Sam Abed
DEPUTY MAYOR	John Masson
COUNCIL MEMBERS	Olga Diaz Ed Gallo Michael Morasco
CITY MANAGER	Jeffrey Epp
CITY CLERK	Diane Halverson
CITY ATTORNEY	Michael McGuinness
DIRECTOR OF COMMUNITY DEVELOPMENT	Bill Martin
DIRECTOR OF ENGINEERING SERVICES	Julie Procopio

ELECTRONIC MEDIA:

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

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

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

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



Council Meeting Agenda

**November 15, 2017
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 and Jeffrey Epp
Employee Organization: Non-Sworn Police Bargaining Unit
 - b. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp
Employee Organization: Escondido Police Officers' Association
 - c. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp
Employee Organization: Escondido Firefighters' Association
- II. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)**
- a. **Property:** 480 N. Spruce Street, APN 232-091-28 (Wickline Bedding)
City Negotiator: Jeffrey Epp, City Manager
Negotiating Parties: Prospective Purchasers
Under Negotiation: Price and Terms of Agreement
 - b. **Property:** 455 N. Quince Street, APN 232-091-27
City Negotiator: Jeffrey Epp, City Manager
Negotiating Parties: Prospective Purchasers
Under Negotiation: Price and Terms of Agreement

- c. **Property:** 525 N. Quince Street, APN 232-091-06
City Negotiator: Jeffrey Epp, City Manager
Negotiating Parties: Prospective Purchasers
Under Negotiation: Price and Terms of Agreement

- d. **Property:** 315 W. Washington Avenue, APN 229-272-10
City Negotiator: Jeffrey Epp, City Manager
Negotiating Parties: Prospective Purchasers
Under Negotiation: Price and Terms of Agreement

- e. **Property:** 201 W. Washington Avenue, APN 229-281-12
City Negotiator: Jeffrey Epp, City Manager
Negotiating Parties: Prospective Purchasers
Under Negotiation: Price and Terms of Agreement

ADJOURNMENT



Council Meeting Agenda

**November 15, 2017
4:30 P.M. Meeting**

Escondido City Council

CALL TO ORDER

MOMENT OF REFLECTION:

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

FLAG SALUTE

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

PROCLAMATIONS: American Legion Post 149

PRESENTATIONS: LAFCO

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 October 18, 2017 B) Regular Meeting of October 25, 2017**

4. **TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED SEPTEMBER 30, 2017 -**
Request the City Council receive and file the Quarterly Investment Report.

Staff Recommendation: **Receive and File (City Treasurer's Office: Douglas W. Shultz)**

5. **PROPOSED RATE INCREASE FROM ESCONDIDO DISPOSAL FOR ANNUAL CPI INCREASE TO SOLID WASTE AND RECYCLING RATES AND FEES FOR RESIDENTIAL AND COMMERCIAL COLLECTIONS -**

Request the City Council approve revising the rates for Residential and Commercial Solid Waste and Recycling Services. Effective January 1, 2018, a 3.2766 percent increase will apply to residential collection services and 2.519 percent increase for commercial collection services.

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

RESOLUTION NO. 2017-140

6. **PROPOSED MILLS ACT CONTRACTS (HP 17-0001, -0002, -0004, -0005, -0006, -0007, -0008, -0009, AND -0010) -**

Request the City Council approve authorizing entering into Mills Act Contracts and approve the associated CEQA exemptions for the following nine properties: HP 17-0001: 700 South Juniper Street; HP 17-0002: 742 Sungold Way; HP 17-0004: 307 East 6th Avenue; HP 17-0005: 1150 South Juniper Street; HP 17-0006: 625 South Juniper Street; HP 17-0007: 152 East 11th Avenue; HP 17-0008: 514 East 6th Avenue; HP 17-0009: 2630 Las Palmas; HP 17-0010: 323 East 10th Avenue.

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

A) RESOLUTION NO. 2017-141 B) RESOLUTION NO. 2017-142 C) RESOLUTION NO. 2017-144

D) RESOLUTION NO. 2017-145 E) RESOLUTION NO. 2017-146 F) RESOLUTION NO. 2017-147

G) RESOLUTION NO. 2017-148 H) RESOLUTION NO. 2017-149 I) RESOLUTION NO. 2017-150

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.)

PUBLIC HEARINGS

7. [GENERAL PLAN AMENDMENT, REZONE, SPECIFIC PLAN, TENTATIVE SUBDIVISION MAP, SPECIFIC ALIGNMENT PLAN, DEVELOPMENT AGREEMENT, AND FINAL ENVIRONMENTAL IMPACT REPORT FOR THE VILLAGES - ESCONDIDO COUNTRY CLUB PROJECT PROPOSAL \(SUB 16-0009, PHG 16-0018, AND ENV 16-0010\) -](#)

Request the City Council conduct a public hearing on the Escondido Country Club Project proposal, which includes a total of 380 residential homes, a Village Center, and approximately 48.9 acres of permanent passive and active open space on property located along both sides of West Country Club Lane, west of Nutmeg Street, and take action on the recommendations of City staff and the Planning Commission, which recommends that the City Council: approve certifying the Final Environmental Impact Report; approve adopting the CEQA Findings and a Statement of Overriding Considerations; approve adopting the Mitigation Measures and a Mitigation Monitoring and Reporting Program; approve adopting amendments to the General Plan to change the Land Use designation from Residential Urban 1 to Specific Planning Area #14; approve adopting the Villages Specific Plan and adopting an amendment to the Citywide Zoning Map to change the designation of the Project site from R-1-7 to Specific Plan (SP) to support the Villages - Escondido Country Club Project proposal; approve the Tentative Subdivision Map and Specific Alignment Plan; and approve a Development Agreement between the City of Escondido and New Urban West Inc. for the Villages - Escondido Country Club Project.

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

- A) RESOLUTION NO. 2017-151 B) RESOLUTION NO. 2017-152 C) RESOLUTION NO. 2017-153
- D) ORDINANCE NO. 2017-13 (First Reading and Introduction)
- E) ORDINANCE NO. 2017-14 (First Reading and Introduction)

FUTURE AGENDA

8. [FUTURE AGENDA -](#)

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

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

COUNCIL MEMBERS' SUBCOMMITTEE REPORTS

CITY MANAGER'S WEEKLY ACTIVITY REPORT

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

- [WEEKLY ACTIVITY REPORT -](#)

ORAL COMMUNICATIONS

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

ADJOURNMENT

UPCOMING MEETING SCHEDULE				
Date	Day	Time	Meeting Type	Location
November 22	-	-	No Meeting	-
November 29	-	-	No Meeting	-
December 6	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers
December 13	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers

TO ADDRESS THE COUNCIL

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

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

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

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

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

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

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

LIVE BROADCAST

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

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

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

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

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



If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 839-4643. 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.



Agenda Item No.: 1
Date: November 15, 2017

A F F I D A V I T S

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P O S T I N G



Agenda Item No.: 2
Date: November 15, 2017

APPROVAL

OF

WARRANT REGISTER

CITY OF ESCONDIDO
October 18, 2017
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 3:33 p.m. on Wednesday, October 18, 2017 in the City Council Chambers at City Hall with Mayor Abed presiding.

ATTENDANCE:

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

ORAL COMMUNICATIONS

Roy Garrett, Escondido, shared budgetary information regarding the proposed contract with Library Systems & Services and spoke in opposition to the proposed contract.

Steven Spielberg, representative from EAH Housing, shared information regarding EAH Housings' interest in the Windsor Gardens property.

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

MOTION: Moved by Deputy Mayor Masson 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 and Jeffrey Epp
Employee Organization: Escondido Firefighters' Association
- b. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp
Employee Organization: Escondido Police Officers' Association
- c. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp
Employee Organization: Non-Sworn Police Bargaining Unit
- d. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp
Employee Organization: Escondido City Employee Association: Supervisory (SUP) Bargaining Unit
- e. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp
Employee Organization: Escondido City Employee Association: Administrative/Clerical/Engineering (ACE) Bargaining Unit

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

- a. **Case Name:** Quintero v. City of Escondido
Case No: 15-CV-2638-BTM(BLM)

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

- a. **Property:** 1600 West Ninth Avenue, APN 232-542-13
(Windsor Gardens Apartments)
- City Negotiator:** Jay Petrek, Assistant City Manager
- Negotiating Parties:** Prospective Purchasers
- Under Negotiation:** Price and Terms of Agreement

ADJOURNMENT

Mayor Abed adjourned the meeting at 4:28 p.m.

MAYOR

CITY CLERK

DEPUTY CITY CLERK

CITY OF ESCONDIDO
October 18, 2017
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 4:33 p.m. on Wednesday, October 18, 2017 in the City Council Chambers at City Hall with Mayor Abed presiding.

MOMENT OF REFLECTION

Ed Anderson led the Moment of Reflection.

FLAG SALUTE

Councilmember Gallo led the flag salute.

ATTENDANCE:

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

Also present were: Jeffrey Epp, City Manager; Michael McGuinness, City Attorney; Bill Martin, Director of Community Development; Julie Procopio, Director of Engineering Services; Diane Halverson, City Clerk; and Jennifer Ekblad, Deputy City Clerk.

ORAL COMMUNICATIONS

CONSENT CALENDAR

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

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

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

4. CITIZEN PARTICIPATION PLAN (CCP) FOR HOME INVESTMENT PARTNERSHIPS FUNDS (HOME), COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG), EMERGENCY SOLUTIONS GRANT FUNDS (ESG), AND THE ASSESSMENT OF FAIR HOUSING (AFH) -

Request the City Council solicit and consider citizen input on the Citizen Participation Plan; review and approve the Citizen Participation Plan for HOME, CDBG, ESG, and AFH. (File No. 0870-11, 0871-10, 0873-01)

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

RESOLUTION NO. 2017-128

Karen Youel, Housing and Neighborhood Services Manager, and Nancy Melander, Management Analyst, presented the staff report utilizing a PowerPoint presentation.

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 Morasco and seconded by Deputy Mayor Masson to approve the Citizen Participation Plan for HOME, CDBG, ESG, and AFH and adopt Resolution No. 2017-128. Motion carried unanimously.

CURRENT BUSINESS

5. FINANCIAL STATUS REPORT FOR FISCAL YEAR 2016/17 AND BUDGET ADJUSTMENT FOR FISCAL YEAR 2016/17 -

Request the City Council receive and file the annual financial status report for Fiscal Year 2016/17; approve the budget adjustment that recommends using the year-end General Fund surplus of \$1,900,000 to fund specific department funding requests totaling \$445,000, and to transfer the remaining balance of \$1,455,000 to the Pension Rate Smoothing Reserve; and adopt Resolution No. 2017-138 to formally commit these funds to the Pension Rate Smoothing Reserve as required by the City's Fund Balance Policy. (File No. 0430-30)

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

RESOLUTION NO. 2017-138

Sheryl Bennett, Deputy City Manager/Administrative Services; Joan Ryan, Assistant Director of Finance; Scott Peterson, Accountant, and Michelle Collette, Accountant, presented the staff report utilizing a PowerPoint presentation.

Patricia Borchmann, Escondido, spoke in opposition to the budget adjustment and shared concerns regarding year-end expenses.

Vanessa Valenzuela, Escondido, questioned Reidy Creek Golf Course budget and operational losses.

MOTION: Moved by Councilmember Diaz to approve the staff recommendation with the exception of the budget adjustment regarding Reidy Creek funding; no second, motion failed.

MOTION: Moved by Councilmember Morasco and seconded by Councilmember Gallo to receive and file the annual financial status report for Fiscal Year 2016/17; approve the budget adjustment that recommends using the year-end General Fund surplus of \$1,900,000 to fund specific department funding requests totaling \$445,000, and to transfer the remaining balance of \$1,455,000 to the Pension Rate Smoothing Reserve; and adopt Resolution No. 2017-138 to formally commit these funds to the Pension Rate Smoothing Reserve as required by the City's Fund Balance Policy and adopt Resolution No. 2017-138. Ayes: Abed, Gallo, Masson, and Morasco; Noes: Diaz. Motion carried.

6. PROFESSIONAL SERVICES AGREEMENT FOR THE OPERATION OF THE ESCONDIDO PUBLIC LIBRARY -

Request the City Council approve authorizing the Mayor and City Clerk to execute the Professional Services Agreement for the operation of the Escondido Public Library with Library Systems & Services, LLC. (File No. 0600-10 [A-3232])

Staff Recommendation: **Approval (City Manager's Office: Jeffrey Epp and City Attorney's Office: Michael McGuinness)**

RESOLUTION NO. 2017-139R

Michael McGuinness, City Attorney, presented the staff report utilizing a PowerPoint presentation.

Glen Vecchione, Escondido, authored books available in the Escondido Public Library and spoke in opposition to the proposed professional services agreement with Library Systems & Services (LS&S).

Lynne Lau, Escondido, shared concerns regarding the contract with LS&S and spoke in opposition to the proposed agreement with LS&S.

Ronald Kohl, Escondido, spoke in opposition to the proposed agreement with LS&S.

Elizabeth White, Escondido, shared concerns regarding outsourcing library services and spoke in opposition to the proposed agreement with LS&S.

Laura Hunter, Escondido, spoke in opposition to the proposed agreement with LS&S and shared a letter from a Jackson County board member.

Theresa Caruso, Escondido, spoke in opposition to the proposed agreement with LS&S.

Victoria Tenbrink, Escondido, spoke in opposition to the proposed agreement with LS&S.

Delores McQuiston, Escondido, stated the contract needs a statement of cancellation without cause.

Christine Jackson, spoke in opposition to the proposed LS&S contract.

Roy Garrett, Escondido, shared his concerns regarding budgetary savings with the proposed agreement with LS&S and spoke in opposition to the proposed agreement.

Heidi Paul, Escondido, spoke in opposition to the proposed agreement with LS&S.

Chris Nava, Escondido, shared concerns regarding LS&S information on the City's website and spoke in opposition to the proposed agreement with LS&S.

Sandra Lang, Escondido, presented petition signatures opposed to outsourcing library services and spoke in opposition to the proposed agreement with LS&S.

Greg Dean, Escondido, shared information regarding other cities which oppose privatization of library services.

Barbara Letsom, Escondido, spoke in opposition to the proposed agreement with LS&S.

Lara Hardin, Escondido, shared a song she wrote about the East Valley Branch Library.

Barry Click, Escondido, spoke in opposition to the proposed agreement with LS&S to save money for CalPERS unfunded liabilities.

Pamela Hammond, Escondido, shared concerns regarding library materials and spoke in opposition to the proposed agreement with LS&S.

Vanessa Valenzuela, Escondido, shared concerns regarding a 10-year contract with LS&S and spoke in opposition to the proposed agreement.

Gregg Oliver, Escondido, shared concerns regarding the contract and spoke in opposition to the proposed agreement with LS&S.

Osmara Ibarra, Escondido, spoke in opposition to privatizing library services.

Brenda Townsend, Escondido, spoke in opposition to the proposed agreement with LS&S and shared concerns regarding the collection of books at the library.

Debbie Resler, Escondido, shared concerns regarding budgetary savings with LS&S and spoke in opposition to the proposed agreement with LS&S.

Ronald Forster, Escondido, commented regarding the value of the library and shared concerns regarding the proposed 10-year agreement with LS&S.

Amber Palmer, Escondido, expressed trust in the City Councilmembers.

Eric Carr, Escondido, read employee reviews of LS&S.

Mary Ann Senior, Escondido, questioned the exit strategy from the contract with LS&S.

Sheryl Bennett, Deputy City Manager/Administrative Services, and Joan Ryan, Assistant Director of Finance, shared financial information regarding library outsourcing utilizing a PowerPoint slide.

MOTION: Moved by Councilmember Diaz to deny approval; no second, motion failed.

MOTION: Moved by Deputy Mayor Masson and seconded by Councilmember Gallo to approve authorizing the Mayor and City Clerk to execute the Professional Services Agreement for the operation of the Escondido Public Library with Library Systems & Services, LLC. and adopt Resolution No. 2017-139R including edits to date as approved by the City Attorney and as directed by the City Council; and directed staff to discuss the removal the utility costs cap with LS&S. Ayes: Abed, Gallo, Masson, Morasco. Noes: Diaz. Motion carried.

FUTURE AGENDA

7. FUTURE AGENDA -

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

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

COUNCIL MEMBERS' SUBCOMMITTEE REPORTS

CITY MANAGER'S WEEKLY ACTIVITY REPORT

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

- **WEEKLY ACTIVITY REPORT -**

ORAL COMMUNICATIONS

ADJOURNMENT

Mayor Abed adjourned the meeting at 7:49 p.m.

MAYOR

CITY CLERK

DEPUTY CITY CLERK

CITY OF ESCONDIDO
October 25, 2017
3:30 P.M. Meeting Minutes

Escondido City Council

THIS MEETING WAS CANCELLED.

CALL TO ORDER

ORAL COMMUNICATIONS

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

- I. CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)**
- a. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp
Employee Organization: Escondido Firefighter's Association
 - b. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp
Employee Organization: Non-Sworn Police Bargaining Unit
 - c. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp
Employee Organization: Escondido Police Officers' Association
 - d. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp
Employee Organization: Escondido City Employee Association: Administrative/Clerical/Engineering Bargaining Unit
 - e. **Agency Negotiator:** Sheryl Bennett and Jeffrey Epp
Employee Organization: Escondido City Employee Association: Supervisory Bargaining Unit
- II. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)**
- a. **Property:** 480 N. Spruce Street, APN 232-091-28 (Wickline Bedding)
City Negotiator: Jeffrey Epp, City Manager
Negotiating Parties: Prospective Purchasers
Under Negotiation: Price and Terms of Agreement
 - b. **Property:** 455 N. Quince Street, APN 232-091-27
City Negotiator: Jeffrey Epp, City Manager
Negotiating Parties: Prospective Purchasers
Under Negotiation: Price and Terms of Agreement
 - c. **Property:** 525 N. Quince Street, APN 232-091-06
City Negotiator: Jeffrey Epp, City Manager
Negotiating Parties: Prospective Purchasers
Under Negotiation: Price and Terms of Agreement

ADJOURNMENT

CITY OF ESCONDIDO
October 25, 2017
4:30 P.M. Meeting Minutes

Escondido City Council
Mobilehome Rent Review Board

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 4:31 p.m. on Wednesday, October 25, 2017 in the City Council Chambers at City Hall with Mayor Abed presiding.

MOMENT OF REFLECTION

Jeremy Johnson led the Moment of Reflection.

FLAG SALUTE

Councilmember Diaz led the flag salute.

ATTENDANCE:

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

Also present were: Jeffrey Epp, City Manager; Michael McGuinness, City Attorney; Bill Martin, Director of Community Development; Julie Procopio, Director of Engineering Services; Diane Halverson, City Clerk; and Jennifer Ekblad, Deputy City Clerk.

PRESENTATIONS:

Cameron Durckel, Public Affairs Manager, presented an update regarding San Diego Gas & Electric.

ORAL COMMUNICATIONS

Tom Cowan, Escondido, requested donations for North County Veterans Stand Down.

CONSENT CALENDAR

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Gallo to approve all Consent Calendar items with the exception of item 4. Motion carried unanimously.

- 1. AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
- 2. APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
- 3. APPROVAL OF MINUTES: Regular Meeting of October 11, 2017**

- 4. BID AWARD FOR THE PURCHASE OF 2018 FORD INTERCEPTOR UTILITY VEHICLES -**
Request the City Council accept the lowest responsive bid and approve the bid award for the purchase of nineteen 2018 Ford Interceptor Utility Vehicles to North County Ford in the amount of \$541,228.43. This bid amount includes sales tax, documentation, and California State Tire Recycling fees; approve authorizing the Deputy City Manager/Administrative Services to execute a contract with North County Ford for the purchase of nineteen 2018 Ford Interceptor Utility Vehicles in the amount \$541,228.343; and approve authorizing the Deputy City Manager/Administrative Services to dispose of surplus vehicles that are being replaced by this purchase via auction with a City contracted auction company. (File No. 0470-35)

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

RESOLUTION NO. 2017-135

Joseph Goulart, Interim Director of Public Works, was available to answer questions.

MOTION: Moved by Deputy Mayor Masson and seconded by Councilmember Morasco to accept the lowest responsive bid and approve the bid award for the purchase of nineteen 2018 Ford Interceptor Utility Vehicles to North County Ford in the amount of \$541,228.43. This bid amount includes sales tax, documentation, and California State Tire Recycling fees; approve authorizing the Deputy City Manager/Administrative Services to execute a contract with North County Ford for the purchase of nineteen 2018 Ford Interceptor Utility Vehicles in the amount \$541,228.343; and approve authorizing the Deputy City Manager/Administrative Services to dispose of surplus vehicles that are being replaced by this purchase via auction with a City contracted auction company and adopt Resolution No. 2017-135. Motion carried unanimously.

- 5. APPROVAL OF CALPERS INDUSTRIAL DISABILITY FOR POLICE OFFICER SCOTT GUDEHUS**

Request the City Council approve the California Public Employees' Retirement System (CalPERS) Industrial Disability Retirement for Police Officer Scott Gudehus. (File No. 0170-57)

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

RESOLUTION NO. 2017-136

- 6. APPROVAL OF CALPERS INDUSTRIAL DISABILITY FOR FIRE ENGINEER JOHN GRIMM -**
Request the City Council approve the California Public Employees' Retirement System (CalPERS) Industrial Disability Retirement for Fire Engineer John Grimm. (File No. 0170-57)

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

RESOLUTION NO. 2017-137

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

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

PUBLIC HEARINGS

7. **SHORT-FORM RENT REVIEW BOARD HEARING FOR TOWN & COUNTRY CLUB PARK -**

Request the City Council consider the short-form rent increase application submitted by Town & Country Club Park, and if approved, grant an increase of seventy-five percent of the change in the Consumer Price Index, or 3.339 percent (an average of \$14.30) for the period of December 31, 2014 to December 31, 2016. (File No. 0697-20-10132)

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

RRB RESOLUTION NO. 2017-04

Belinda Rojas, Program Administrator, presented the staff report utilizing a PowerPoint presentation. Andrew Modglin, Code Enforcement Officer, was available to answer questions.

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

Robin Eifler, Town & Country Club Park owner's representative, shared information regarding improvements to the park since the last rent increase, addressed current issues, and was available to answer questions.

Don Green, Town & Country Club Park resident representative, addressed the need for lighting near the back trash entrance and was available to answer questions.

Jose Ernesto Servin, Escondido, shared concerns regarding the rent increase and spoke in opposition to the rent increase.

Harold Starkey, Escondido, shared concerns regarding utility costs to residents and spoke in opposition to the rent increase.

Mayor Abed asked if anyone else wanted to be heard. No one asked to be heard; therefore, he closed the public hearing.

MOTION: Moved by Councilmember Morasco and seconded by Deputy Mayor Masson to approve the short-form rent increase application submitted by Town & Country Club Park and grant an increase of seventy-five percent of the change in the Consumer Price Index, or 3.339 percent (an average of \$14.30) for the period of December 31, 2014 to December 31, 2016 and adopt RRB Resolution No. 2017-04. Motion carried unanimously.

CURRENT BUSINESS

8. **PROGRAM YEAR 2016 HOUSING-RELATED PARK PROGRAM GRANT FUND BUDGET ADJUSTMENT -**

Request the City Council approve a budget adjustment for the park improvement projects in conjunction with the award of new Program Year 2016 Housing-Related Parks program grant funds. (File No. 0430-80)

Staff Recommendation: **Approval (Community Development/Housing Division: Karen Youel)**

Karen Youel, Housing and Neighborhood Services Manager, and Joseph Goulart, Interim Director of Public works presented the staff report utilizing a PowerPoint presentation.

MOTION: Moved by Councilmember Morasco and seconded by Councilmember Gallo to approve a budget adjustment for the park improvement projects in conjunction with the award of new Program Year 2016 Housing-Related Parks program grant funds. Motion carried unanimously.

FUTURE AGENDA

9. FUTURE AGENDA -

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

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

COUNCIL MEMBERS' SUBCOMMITTEE REPORTS

Councilmember Gallo reported that North County Transit District received a grant for \$10 million dollars to replace locomotives on the Coaster and noted NCTD received a high score on the current performance evaluation.

Mayor Abed attended a LAFCO conference in San Diego and noted the new executive director will attend the November 15, 2017 Council Meeting; shared information from SANDAG regarding AB805 legal issues and provided an update on the SR-78 expansion project utilizing PowerPoint slides.

CITY MANAGER'S WEEKLY ACTIVITY REPORT

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

- **WEEKLY ACTIVITY REPORT -**

ORAL COMMUNICATIONS

ADJOURNMENT

Mayor Abed adjourned the meeting at 5:56 p.m.

MAYOR

CITY CLERK

DEPUTY CITY CLERK



CITY COUNCIL STAFF REPORT

Consent Item No. 4

November 15, 2017

File No. 0490-55

SUBJECT: Treasurer's Investment Report for the Quarter Ended September 30, 2017

DEPARTMENT: City Treasurer's Office

RECOMMENDATION:

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

PREVIOUS ACTION:

The Investment Report for the quarter ended June 30, 2017, was filed with the City Clerk's Office on August 10, 2017, and presented to the City Council on August 23, 2017.

BACKGROUND:

From July 1, 2017 to September 30, 2017, the City of Escondido's (City)'s investment portfolio decreased from \$136.22 million to \$105.14 million. The adjusted average annual yield increased from 1.24 percent to 1.29 percent. An excess of cash payment outflows over cash receipt inflows for the quarter resulted in a decrease of \$31.08 million in the book value of the investment portfolio.

On July 12, 2017, the City Council adopted Resolution No. 2017-79 approving the Investment Management Consulting Agreement with Templeton Financial Services, Inc. (Templeton) to provide investment management services for \$20 million of the City's longer-term investments. On August 30, 2017, the City sold nine securities from the City's investment portfolio and had \$20 million in cash transferred to a new custodial account named City of Escondido-Templeton Financial Services. This transfer reduced the total decrease of the City's investment portfolio from \$31.08 million to \$11.08 million. Major components of the net \$11.08 million decrease are:

	<u>In Millions</u>
Sales Tax Allocations	\$ 8.92
County Property Tax Allocations	1.03
Project Reimbursements	20.45
Debt Service Principal and Interest Payments	(16.16)
CALPERS Contributions	(6.61)
San Diego County Water Authority Payments	(4.04)
Employee Health and Benefit Payments	(2.29)

	<u>In Millions</u>
San Luis Rey Indian Water Authority Payment	(4.11)
Utilities Construction Projects Payments	(4.08)
California Center for the Arts Management Fee	(0.74)
Change in Operational Account Balance	<u>(3.45)</u>
Net Decrease in Investment Portfolio	<u>\$(11.08)</u>

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

- Summary of Investment Allocation Graph as of September 30, 2017
- Summary of Investment Portfolio Yield for the last 12 months
- Summary and Detailed Reports of Investment Portfolio – July 2017 through September 2017
- Schedule of Investments Matured – July 2017 through September 2017
- Schedule of Investments Sold – July 2017 through September 2017
- Schedule of Funds Managed by Outside Parties as of September 30, 2017
- Summary and Detailed Reports of Investment Portfolio Managed by Templeton – September 2017

There are adequate funds to meet the next six-month's expected expenditures. The Bank of New York Mellon Trust's monthly statement is the source for the market valuation. At September 30, the current investment portfolio balance exceeded the City's \$23.2 million current investment policy requirement by \$11.8 million. As of September 30, 2017, the City is in compliance with all requirements of the City's Investment Policy.

Investment transactions are executed in compliance with the City's Investment Policy. Investment purchases have been made in accordance with the City's prioritized Investment Policy objectives of safety of principal, sufficiency of liquidity, and maximization of yield. The City's investment portfolio has therefore historically been comprised of United States Treasury Notes, obligations issued by United States Government Agencies, Supranational Securities, FDIC Insured Certificates of Deposit, Money Market accounts, and investments in the Local Agency Investment Fund (LAIF) established by the State Treasurer. Over the past five years, a decline in the City's average annual investment portfolio yield has been realized, decreasing from 1.60 percent at September 2012 to 1.29 percent at September 2017. This decline is representative of the continuous decline in investment interest rates and the portfolio's maturing, higher yielding investments being replaced with newer, lower yielding investments.

The Investment Committee will continue to monitor the City's portfolio trends and will investigate the feasibility of other allowable investment options that are consistent with the City's investment strategy and objectives. Additional information on these options and recommendations will continue to be communicated to the City Council by the Investment Committee.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Douglas W. Shultz, City Treasurer
11/7/2017 10:48 a.m.

ATTACHMENTS:

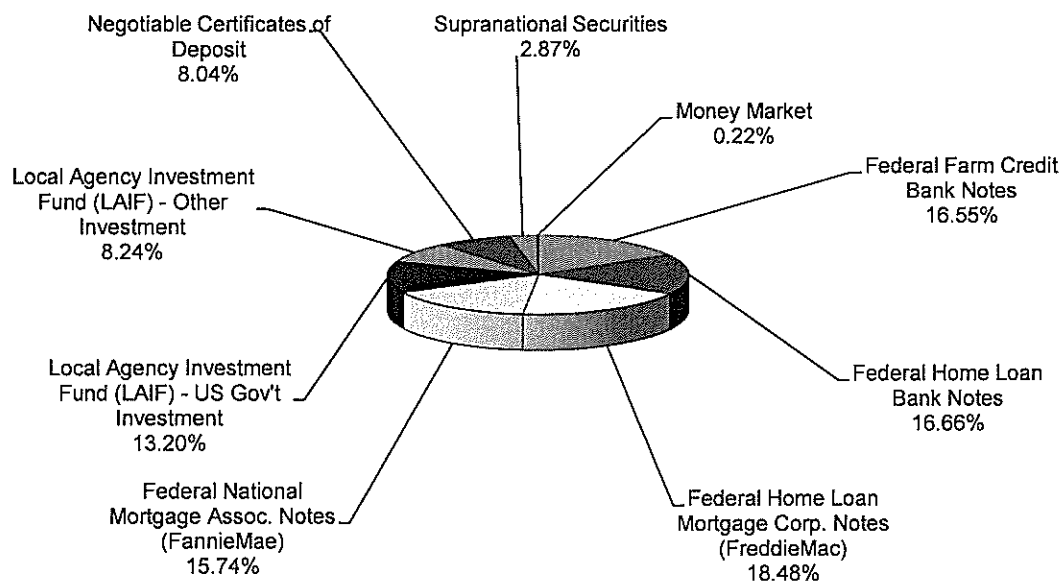
1. Attachment 1 - Summary of Investment Allocation Graph as of September 30, 2017
2. Attachment 2 - Summary of Investment Portfolio Yield for the last 12 months
3. Attachment 3 - Summary and Detailed Reports of Investment Portfolio – July 2017 through September 2017
4. Attachment 4 - Schedule of Investments Matured – July 2017 through September 2017
5. Attachment 5 - Schedule of Investments Sold – July 2017 through September 2017
6. Attachment 6 - Schedule of Funds Managed by Outside Parties as of September 30, 2017
7. Attachment 7 - Summary and Detailed Reports of Investment Portfolio Managed by Templeton – September 2017

Attachment 1

**City of Escondido
Summary of Investment Allocation
as of September 30, 2017**

Investment Type	Book Value	Market Value	Percent of Portfolio at Market
Federal Farm Credit Bank Notes	\$ 17,446,994.77	\$ 17,331,647.10	16.55%
Federal Home Loan Bank Notes	17,517,743.38	17,451,975.50	16.66%
Federal Home Loan Mortgage Corp. Notes (FreddieMac)	19,536,471.09	19,350,395.78	18.48%
Federal National Mortgage Assoc. Notes (FannieMae)	16,546,947.96	16,486,734.70	15.74%
Local Agency Investment Fund (LAIF) - US Gov't Investment	13,822,958.77	13,822,958.77	13.20%
Local Agency Investment Fund (LAIF) - Other Investment	8,635,028.87	8,635,028.87	8.24%
Negotiable Certificates of Deposit	8,393,000.00	8,418,808.59	8.04%
Supranational Securities	3,009,548.01	3,008,640.00	2.87%
Money Market	225,683.53	225,683.53	0.22%
Total Investment Portfolio - September 2017	\$105,134,376.38	\$104,731,872.84	100%
Reported Total Investments - June 2017	\$136,217,722.30	\$135,809,857.13	
Change from Prior Quarter	\$ (31,083,345.92)	\$ (31,077,984.29)	
Portfolio Effective Duration	1.93		
Portfolio Effective Duration - (Excluding LAIF and Money Market)	2.46		

Summary of Investment Allocation as of September 30, 2017



Attachment 2

**CITY OF ESCONDIDO
SUMMARY OF INVESTMENT PORTFOLIO YIELDS
FOR THE LAST 12 MONTHS
As of September 30, 2017**

<u>Date</u>	<u>Book Value</u>	<u>Yield</u>
Sep-17	\$105,134,376.38	1.4170%
Aug-17	\$88,523,040.36	1.4260%
Jul-17	\$123,521,977.77	1.3510%
Jun-17	\$136,217,722.30	1.3040%
May-17	\$133,258,604.63	1.2860%
Apr-17	\$114,999,393.02	1.2930%
Mar-17	\$113,226,740.35	1.2640%
Feb-17	\$119,341,309.73	1.2240%
Jan-17	\$123,860,796.07	1.2130%
Dec-16	\$110,386,187.72	1.2510%
Nov-16	\$109,392,054.91	1.2340%
Oct-16	\$109,921,908.42	1.2380%
Average Portfolio Interest Yield		1.2918%

Attachment 3

City of Escondido
 Investment Portfolio - by Asset Class, Summary
 Report Format: By Totals
 Portfolio/Report Group: All Portfolios
 As of 7/31/2017

<u>Description</u>	<u>Face Amount</u>	<u>Cost Value</u>	<u>Market Value</u>	<u>Book Value</u>	<u>Days to Maturity</u>	<u>YTM @ Cost</u>
California Local Agency Investment Fund	23,957,987.64	23,957,987.64	23,957,987.64	23,957,987.64	1	1.051
Federal Agency Coupon Securities	90,515,000.00	91,163,093.94	90,629,153.15	90,945,382.01	831	1.394
Money Market Account	225,608.12	225,608.12	225,608.12	225,608.12	1	0.200
Negotiable Certificate of Deposit	8,393,000.00	8,393,000.00	8,434,569.83	8,393,000.00	746	1.771
Total / Average	<u>123,091,595.76</u>	<u>123,739,689.70</u>	<u>123,247,318.74</u>	<u>123,521,977.77</u>	<u>662</u>	<u>1.351</u>

Douglas W. Shultz, City Treasurer

City of Escondido
Portfolio Holdings
Investment Portfolio - by Asset Class
Report Format: By Transaction
As of 7/31/2017

Description	CUSIP No.	Settlement Date	Face Amount	Market Value	Book Value	Days to Maturity	YTM @ Cost	% of Portfolio
California Local Agency Investment Fund								
LAIF LGIP	LGIP7282	05/31/2011	23,957,987.64	23,957,987.64	23,957,987.64	1	1.051	19.46
Sub Total / Average			23,957,987.64	23,957,987.64	23,957,987.64	1	1.051	19.46
Federal Agency Coupon Securities								
FFCB 0.95 2/25/2019	3133EGBR5	07/14/2016	1,500,000.00	1,491,285.00	1,501,386.97	574	0.890	1.22
FFCB 1 4/2/2018	3133EEWH9	04/02/2015	3,000,000.00	2,997,210.00	3,000,000.00	245	1.000	2.44
FFCB 1.11 2/20/2018	3133EEQM5	02/20/2015	3,000,000.00	2,998,440.00	3,000,000.00	204	1.110	2.44
FFCB 1.14 6/29/2020	3133EGJD8	06/29/2016	2,000,000.00	1,964,580.00	1,996,300.40	1,064	1.205	1.62
FFCB 1.4 10/14/2021	3133EGYQ2	10/27/2016	2,000,000.00	1,956,320.00	1,995,136.99	1,536	1.460	1.62
FFCB 1.46 10/28/2020	3133EFLZ8	10/28/2015	1,000,000.00	992,350.00	1,000,000.00	1,185	1.460	0.81
FFCB 1.55 9/27/2019	3133EG2D6	01/27/2017	2,000,000.00	1,999,660.00	2,001,684.52	788	1.510	1.62
FFCB 1.61 8/1/2018	3133ECW75	02/03/2014	1,000,000.00	1,003,760.00	1,001,645.21	366	1.440	0.81
FFCB 1.7 3/4/2019	3133EDTU6	05/27/2016	1,750,000.00	1,759,782.50	1,765,437.30	581	1.135	1.42
FFCB 1.8 11/12/2019	3133EEBN9	11/12/2014	5,000,000.00	5,027,800.00	5,000,000.00	834	1.800	4.06
FFCB 2.46 8/5/2020	3133ECW91	06/30/2016	1,500,000.00	1,530,780.00	1,562,352.12	1,101	1.047	1.22
FFCB 4.81 9/1/2020	31331S4M2	06/30/2016	310,000.00	336,340.70	344,795.91	1,128	1.080	0.25
FFCB 5.125 11/15/2018	31331YEJ5	12/26/2013	760,000.00	796,753.60	790,546.46	472	1.856	0.62
FHLB 1.05 12/29/2017	3130A3N83	12/29/2014	3,000,000.00	2,998,470.00	3,000,000.00	151	1.050	2.44
FHLB 1.375 2/18/2021	3130A7CV5	06/24/2016	2,000,000.00	1,982,520.00	2,006,520.54	1,298	1.280	1.62
FHLB 1.375 3/9/2018	313378A43	12/26/2013	2,000,000.00	2,001,920.00	1,998,348.98	221	1.516	1.62
FHLB 1.375 3/9/2018	313378A43	03/28/2013	3,000,000.00	3,002,880.00	3,008,721.37	221	0.883	2.44
FHLB 1.525 3/30/2020	3130AASN9	04/26/2017	2,000,000.00	1,997,400.00	1,998,288.83	973	1.558	1.62
FHLB 1.625 6/14/2019	313379EE5	06/16/2014	3,000,000.00	3,011,070.00	2,991,181.66	683	1.790	2.44
FHLB 1.75 12/14/2018	313376BR5	12/26/2013	895,000.00	899,797.20	893,937.10	501	1.841	0.73
FHLB 1.75 3/12/2021	313382K69	04/27/2016	1,000,000.00	1,002,570.00	1,008,676.40	1,320	1.500	0.81
FHLB 1.875 11/29/2021	3130AABG2	12/16/2016	2,000,000.00	2,008,600.00	1,981,565.20	1,582	2.100	1.62
FHLB 1.875 6/11/2021	313379RB7	06/24/2016	2,000,000.00	2,009,960.00	2,039,100.19	1,411	1.350	1.62
FHLB 2.25 3/11/2022	313378CR0	05/09/2017	2,000,000.00	2,035,160.00	2,021,849.11	1,684	2.000	1.62
FHLB 4.625 9/11/2020	3133XD4P3	05/25/2016	2,350,000.00	2,562,769.00	2,577,383.63	1,138	1.410	1.91
FHLMC 1.05 9/28/2018	3134GAMD3	05/04/2017	1,000,000.00	997,070.00	997,614.17	424	1.258	0.81
FHLMC 1.125 8/12/2021	3137EAEC9	08/17/2016	3,000,000.00	2,925,840.00	2,977,931.69	1,473	1.314	2.44
FHLMC 1.25 10/2/2019	3137EADM8	03/16/2016	1,000,000.00	995,580.00	998,308.06	793	1.330	0.81

City of Escondido
Portfolio Holdings
Investment Portfolio - by Asset Class
Report Format: By Transaction
As of 7/31/2017

Description	CUSIP No.	Settlement Date	Face Amount	Market Value	Book Value	Days to Maturity	YTM @ Cost	% of Portfolio
FHLMC 1.25 8/1/2019	3137EADK2	07/02/2015	3,000,000.00	2,991,570.00	2,982,835.47	731	1.546	2.44
FHLMC 1.4 8/22/2019	3134G3A91	03/15/2016	1,000,000.00	998,580.00	1,002,205.07	752	1.290	0.81
FHLMC 1.55 8/21/2020	3134G3D64	05/26/2016	1,195,000.00	1,190,614.35	1,201,004.94	1,117	1.380	0.97
FHLMC 1.65 1/29/2021	3134G34D9	07/13/2016	2,410,000.00	2,392,744.40	2,453,171.64	1,278	1.123	1.96
FHLMC 1.65 8/28/2020	3134G3F96	05/26/2016	1,000,000.00	997,650.00	1,008,033.53	1,124	1.380	0.81
FHLMC 1.75 5/21/2021	3134G44H8	07/13/2016	2,000,000.00	2,003,440.00	2,038,306.93	1,390	1.230	1.62
FHLMC 1.875 8/17/2021	3134G92Y2	05/09/2017	2,000,000.00	2,003,700.00	1,998,043.85	1,478	1.900	1.62
FHLMC 2 3/12/2020	3134G3QX1	03/15/2016	1,250,000.00	1,261,900.00	1,267,398.62	955	1.450	1.02
FNMA 0.875 5/21/2018	3135G0WJ8	12/20/2013	1,500,000.00	1,495,335.00	1,492,426.72	294	1.526	1.22
FNMA 0.875 8/28/2017	3135G0MZ3	06/13/2014	2,000,000.00	1,999,680.00	1,999,720.48	28	1.061	1.62
FNMA 0.875 8/28/2017	3135GOMZ3	02/03/2014	2,000,000.00	1,999,680.00	1,999,721.72	28	1.060	1.62
FNMA 1 2/26/2019	3135G0J53	05/19/2016	1,000,000.00	994,350.00	998,297.14	575	1.110	0.81
FNMA 1 8/28/2019	3135G0P49	01/27/2017	2,000,000.00	1,982,400.00	1,981,689.04	758	1.447	1.62
FNMA 1.06 5/29/2018	3136G05G2	12/20/2013	500,000.00	499,090.00	498,086.65	302	1.540	0.41
FNMA 1.125 10/19/2018	3135G0E58	03/03/2017	2,000,000.00	1,995,300.00	1,998,191.58	445	1.200	1.62
FNMA 1.25 5/6/2021	3135G0K69	05/19/2016	1,000,000.00	984,930.00	990,783.78	1,375	1.505	0.81
FNMA 1.25 8/17/2021	3135G0N82	10/11/2016	3,000,000.00	2,941,740.00	2,980,108.34	1,478	1.420	2.44
FNMA 1.25 8/28/2018	3136G1F53	03/16/2016	1,000,000.00	999,940.00	1,001,799.02	393	1.080	0.81
FNMA 1.5 11/30/2020	3135G0F73	04/26/2017	2,000,000.00	1,992,420.00	1,989,597.87	1,218	1.661	1.62
FNMA 1.75 1/30/2019	3136FTZZ5	02/03/2014	2,595,000.00	2,610,881.40	2,598,350.66	548	1.660	2.11
FNMA 1.875 9/18/2018	3135G0YM9	05/04/2017	1,000,000.00	1,006,540.00	1,006,896.15	414	1.258	0.81
Sub Total / Average			90,515,000.00	90,629,153.15	90,945,382.01	831	1.394	73.53
Money Market Account								
Bank of America MM	MM0555	05/31/2011	225,608.12	225,608.12	225,608.12	1	0.200	0.18
Sub Total / Average			225,608.12	225,608.12	225,608.12	1	0.200	0.18
Negotiable Certificate of Deposit								
Ally Bank 1.9 6/22/2020	02006L3N1	06/22/2017	245,000.00	246,475.64	245,000.00	1,057	1.900	0.20
American Exp Centurion 2 11/28/2018	02587DWJ3	11/28/2014	247,000.00	248,040.54	247,000.00	485	2.000	0.20
American Exp Fed Svgs Bk 2 7/24/2019	02587CAJ9	07/24/2014	247,000.00	248,937.76	247,000.00	723	2.000	0.20
Barclays Bank 2.099 7/23/2019	06740KHK6	07/28/2014	247,000.00	249,422.58	247,000.00	722	2.099	0.20

City of Escondido
Portfolio Holdings
Investment Portfolio - by Asset Class
Report Format: By Transaction
As of 7/31/2017

Description	CUSIP No.	Settlement Date	Face Amount	Market Value	Book Value	Days to Maturity	YTM @ Cost	% of Portfolio
BMW 1.95 6/20/2019	05580AAL8	06/20/2014	247,000.00	248,556.82	247,000.00	689	1.950	0.20
Capital One Bank USA NA 2.4 6/1/2022	1404203C2	06/01/2017	245,000.00	250,842.83	245,000.00	1,766	2.400	0.20
Capital One NA 2 8/12/2019	14042E5L0	08/12/2015	247,000.00	249,042.07	247,000.00	742	2.000	0.20
Cardinal Bank 1.25 6/19/2018	14147VEV4	06/19/2015	249,000.00	248,239.28	249,000.00	323	1.250	0.20
Celtic Bank 1.25 12/20/2017	15118R JL2	12/20/2013	246,000.00	245,929.30	246,000.00	142	1.250	0.20
Charter Bank Eau claire 1.5 8/6/2018	16116PHH7	08/05/2014	248,000.00	247,416.95	248,000.00	371	1.500	0.20
Cit Bank 2.2 11/26/2019	17284C4L5	11/26/2014	247,000.00	250,298.91	247,000.00	848	2.200	0.20
Comenity Capital Bank 2 10/13/2020	20033AND4	10/13/2015	249,000.00	251,160.00	249,000.00	1,170	2.000	0.20
Compass Bank 1.2 5/14/2018	20451PKT2	05/13/2015	248,000.00	247,363.81	248,000.00	287	1.200	0.20
Discover FS 2 6/18/2019	254671W48	06/18/2014	247,000.00	248,784.38	247,000.00	687	2.000	0.20
Enerbank USA 2.05 8/28/2019	29266NB30	08/28/2014	247,000.00	249,293.40	247,000.00	758	2.050	0.20
EVERBANK FL 1.6 7/30/2019	29976DZM5	07/30/2015	248,000.00	247,994.89	248,000.00	729	1.600	0.20
FIRST BUSINESS 1.5 10/30/2019	31938QP65	10/30/2015	248,000.00	247,268.97	248,000.00	821	1.500	0.20
Flushing Bank 1.45 6/26/2018	34387ABQ1	06/26/2015	248,000.00	247,681.37	248,000.00	330	1.450	0.20
Franklin Synergy Bank 1.6 8/30/2019	35471TDK5	05/31/2017	245,000.00	244,943.85	245,000.00	760	1.600	0.20
Gold Coast Bank 1.2 10/30/2017	38058KCS3	12/30/2013	246,000.00	245,923.08	246,000.00	91	1.200	0.20
Goldman Sachs Bank USA 2.35 6/21/2022	38148PKX4	06/21/2017	245,000.00	250,328.92	245,000.00	1,786	2.350	0.20
Iberia Bank 1 10/16/2017	45083AEK43	04/16/2015	247,000.00	246,866.69	247,000.00	77	1.000	0.20
KEY BANK NA 1.35 10/29/2018	49306SVK9	10/28/2015	248,000.00	246,960.83	248,000.00	455	1.350	0.20
Live Oak Banking Co. 1.85 7/30/2019	538036CA0	10/30/2014	247,000.00	248,229.57	247,000.00	729	1.850	0.20
Medallion Bank Utah 2.05 6/28/2021	58403B6Y7	06/28/2017	245,000.00	247,319.59	245,000.00	1,428	2.050	0.20
Mercantile Bank of MI 1.8 6/8/2020	58740XZJ2	06/07/2017	245,000.00	245,764.20	245,000.00	1,043	1.800	0.20
Park National Bank 2.1 3/26/2019	700654AV8	09/26/2014	247,000.00	248,848.10	247,000.00	603	2.100	0.20
Sallie Mae Bank 2.1 8/13/2019	795450SJ5	08/13/2014	247,000.00	249,546.15	247,000.00	743	2.100	0.20
SYNCHRONY BANK 2.25 7/17/2020	87165HKM1	07/17/2015	247,000.00	250,980.65	247,000.00	1,082	2.250	0.20
SYNOUVUS 1.2 11/6/2017	87164DFW5	11/05/2014	248,000.00	247,942.09	248,000.00	98	1.200	0.20
Third Fed S & L 2 11/25/2019	88413QAW8	11/24/2014	247,000.00	249,155.54	247,000.00	847	2.000	0.20
Unity Bank 1.65 10/30/2020	91330ABC0	10/30/2015	249,000.00	248,256.66	249,000.00	1,187	1.650	0.20
Venture Bank Bloomington 1.6 9/6/2019	92326XDN8	06/06/2017	245,000.00	244,994.76	245,000.00	767	1.600	0.20
WEX Bank 1.8 6/2/2020	92937CFS2	06/02/2017	245,000.00	245,759.65	245,000.00	1,037	1.800	0.20
Sub Total / Average			8,393,000.00	8,434,569.83	8,393,000.00	746	1.771	6.82
Total / Average			123,091,595.76	123,247,318.74	123,521,977.77	662	1.351	100.00

City of Escondido
Investment Portfolio - by Asset Class, Summary
Report Format: By Totals
Portfolio/Report Group: All Portfolios
As of 8/31/2017

<u>Description</u>	<u>Face Amount</u>	<u>Cost Value</u>	<u>Market Value</u>	<u>Book Value</u>	<u>Days to Maturity</u>	<u>YTM @ Cost</u>
California Local Agency Investment Fund	13,457,987.64	13,457,987.64	13,457,987.64	13,457,987.64	1	1.084
Federal Agency Coupon Securities	66,015,000.00	66,727,731.94	66,280,726.30	66,446,406.28	977	1.455
Money Market Account	225,646.44	225,646.44	225,646.44	225,646.44	1	0.200
Negotiable Certificate of Deposit	8,393,000.00	8,393,000.00	8,445,781.72	8,393,000.00	715	1.771
Total / Average	<u>88,091,634.08</u>	<u>88,804,366.02</u>	<u>88,410,142.10</u>	<u>88,523,040.36</u>	<u>801</u>	<u>1.426</u>

Douglas W. Shultz, City Treasurer

City of Escondido
Portfolio Holdings
Investment Portfolio - by Asset Class
Report Format: By Transaction
As of 8/31/2017

Description	CUSIP No.	Settlement Date	Face Amount	Market Value	Book Value	Days to Maturity	YTM @ Cost	% of Portfolio
California Local Agency Investment Fund								
LAIF LGIP	LGIP7282	05/31/2011	13,457,987.64	13,457,987.64	13,457,987.64	1	1.084	15.28
Sub Total / Average			13,457,987.64	13,457,987.64	13,457,987.64	1	1.084	15.28
Federal Agency Coupon Securities								
FFCB 1.14 6/29/2020	3133EGJD8	06/29/2016	2,000,000.00	1,974,380.00	1,996,408.19	1,033	1.205	2.27
FFCB 1.4 10/14/2021	3133EGYQ2	10/27/2016	2,000,000.00	1,965,800.00	1,995,235.14	1,505	1.460	2.27
FFCB 1.46 10/28/2020	3133EFLZ8	10/28/2015	1,000,000.00	995,510.00	1,000,000.00	1,154	1.460	1.14
FFCB 1.55 9/27/2019	3133EG2D6	01/27/2017	2,000,000.00	2,000,720.00	2,001,618.25	757	1.510	2.27
FFCB 1.61 8/1/2018	3133ECW75	02/03/2014	1,000,000.00	1,003,820.00	1,001,505.87	335	1.440	1.14
FFCB 1.7 3/4/2019	3133EDTU6	05/27/2016	1,750,000.00	1,759,975.00	1,764,613.63	550	1.135	1.99
FFCB 1.8 11/12/2019	3133EEBN9	11/12/2014	5,000,000.00	5,029,850.00	5,000,000.00	803	1.800	5.68
FFCB 2.46 8/5/2020	3133ECW91	06/30/2016	1,500,000.00	1,537,770.00	1,560,596.52	1,070	1.047	1.70
FFCB 4.81 9/1/2020	31331S4M2	06/30/2016	310,000.00	336,594.90	343,839.64	1,097	1.080	0.35
FFCB 5.125 11/15/2018	31331YEJ5	12/26/2013	760,000.00	794,732.00	788,540.24	441	1.856	0.86
FHLB 1.375 2/18/2021	3130A7CV5	06/24/2016	2,000,000.00	1,988,040.00	2,006,364.81	1,267	1.280	2.27
FHLB 1.375 3/9/2018	313378A43	03/28/2013	3,000,000.00	3,003,270.00	3,007,498.01	190	0.883	3.41
FHLB 1.75 12/14/2018	313376BR5	12/26/2013	895,000.00	899,716.65	894,002.87	470	1.841	1.02
FHLB 1.75 3/12/2021	313382K69	04/27/2016	1,000,000.00	1,005,270.00	1,008,472.64	1,289	1.500	1.14
FHLB 1.875 11/29/2021	3130AABG2	12/16/2016	2,000,000.00	2,015,520.00	1,981,926.43	1,551	2.100	2.27
FHLB 1.875 6/11/2021	313379RB7	06/24/2016	2,000,000.00	2,014,820.00	2,038,241.15	1,380	1.350	2.27
FHLB 2.25 3/11/2022	313378CR0	05/09/2017	2,000,000.00	2,042,660.00	2,021,446.90	1,653	2.000	2.27
FHLB 4.625 9/11/2020	3133XD4P3	05/25/2016	2,350,000.00	2,559,996.00	2,571,189.53	1,107	1.410	2.67
FHLMC 1.05 9/28/2018	3134GAMD3	05/04/2017	1,000,000.00	997,350.00	997,788.61	393	1.258	1.14
FHLMC 1.125 8/12/2021	3137EAEC9	08/17/2016	3,000,000.00	2,940,480.00	2,978,396.13	1,442	1.314	3.41
FHLMC 1.25 10/2/2019	3137EADM8	03/16/2016	1,000,000.00	995,820.00	998,374.20	762	1.330	1.14
FHLMC 1.25 8/1/2019	3137EADK2	07/02/2015	3,000,000.00	2,992,890.00	2,983,563.38	700	1.546	3.41
FHLMC 1.4 8/22/2019	3134G3A91	03/15/2016	1,000,000.00	999,170.00	1,002,114.17	721	1.290	1.14
FHLMC 1.55 8/21/2020	3134G3D64	05/26/2016	1,195,000.00	1,194,091.80	1,200,838.29	1,086	1.380	1.36
FHLMC 1.65 1/29/2021	3134G34D9	07/13/2016	2,410,000.00	2,406,650.10	2,452,124.44	1,247	1.123	2.74
FHLMC 1.65 8/28/2020	3134G3F96	05/26/2016	1,000,000.00	1,003,160.00	1,007,811.96	1,093	1.380	1.14
FHLMC 1.75 5/21/2021	3134G44H8	07/13/2016	2,000,000.00	2,011,320.00	2,037,452.60	1,359	1.230	2.27
FHLMC 1.875 8/17/2021	3134G92Y2	05/09/2017	2,000,000.00	2,012,060.00	1,998,084.88	1,447	1.900	2.27

City of Escondido
Portfolio Holdings
Investment Portfolio - by Asset Class
Report Format: By Transaction
As of 8/31/2017

Description	CUSIP No.	Settlement Date	Face Amount	Market Value	Book Value	Days to Maturity	YTM @ Cost	% of Portfolio
FHLMC 2 3/12/2020	3134G3QX1	03/15/2016	1,250,000.00	1,264,575.00	1,266,833.85	924	1.450	1.42
FNMA 0.875 5/21/2018	3135G0WJ8	12/20/2013	1,500,000.00	1,496,310.00	1,493,225.26	263	1.526	1.70
FNMA 1 8/28/2019	3135G0P49	01/27/2017	2,000,000.00	1,984,300.00	1,982,437.90	727	1.447	2.27
FNMA 1.06 5/29/2018	3136G05G2	12/20/2013	500,000.00	499,325.00	498,283.05	271	1.540	0.57
FNMA 1.25 5/6/2021	3135G0K69	05/19/2016	1,000,000.00	988,660.00	990,991.57	1,344	1.505	1.14
FNMA 1.25 8/17/2021	3135G0N82	10/11/2016	3,000,000.00	2,955,180.00	2,980,525.55	1,447	1.420	3.41
FNMA 1.25 8/28/2018	3136G1F53	03/16/2016	1,000,000.00	999,950.00	1,001,657.11	362	1.080	1.14
FNMA 1.5 11/30/2020	3135G0F73	04/26/2017	2,000,000.00	1,995,020.00	1,989,862.62	1,187	1.661	2.27
FNMA 1.75 1/30/2019	3136FTZZ5	02/03/2014	2,595,000.00	2,609,609.85	2,598,161.12	517	1.660	2.95
FNMA 1.875 9/18/2018	3135G0YM9	05/04/2017	1,000,000.00	1,006,360.00	1,006,379.77	383	1.258	1.14
Sub Total / Average			66,015,000.00	66,280,726.30	66,446,406.28	977	1.455	74.94
Money Market								
Bank of America MM	MM0555	05/31/2011	225,646.44	225,646.44	225,646.44	1	0.200	0.26
Sub Total / Average			225,646.44	225,646.44	225,646.44	1	0.200	0.26
Negotiable Certificate of Deposit								
Ally Bank 1.9 6/22/2020	02006L3N1	06/22/2017	245,000.00	247,021.76	245,000.00	1,026	1.900	0.28
American Exp Centurion 2 11/28/2018	02587DWJ3	11/28/2014	247,000.00	247,964.86	247,000.00	454	2.000	0.28
American Exp Fed Svgs Bk 2 7/24/2019	02587CAJ9	07/24/2014	247,000.00	249,014.36	247,000.00	692	2.000	0.28
Barclays Bank 2.099 7/23/2019	06740KHK6	07/28/2014	247,000.00	249,476.57	247,000.00	691	2.099	0.28
BMW 1.95 6/20/2019	05580AAL8	06/20/2014	247,000.00	248,626.89	247,000.00	658	1.950	0.28
Capital One Bank USA NA 2.4 6/1/2022	1404203C2	06/01/2017	245,000.00	252,265.94	245,000.00	1,735	2.400	0.28
Capital One NA 2 8/12/2019	14042E5L0	08/12/2015	247,000.00	249,137.56	247,000.00	711	2.000	0.28
Cardinal Bank 1.25 6/19/2018	14147VEV4	06/19/2015	249,000.00	248,498.36	249,000.00	292	1.250	0.28
Celtic Bank 1.25 12/20/2017	15118RJL2	12/20/2013	246,000.00	245,967.36	246,000.00	111	1.250	0.28
Charter Bank Eau claire 1.5 8/6/2018	16116PHH7	08/05/2014	248,000.00	247,669.37	248,000.00	340	1.500	0.28
Cit Bank 2.2 11/26/2019	17284C4L5	11/26/2014	247,000.00	250,550.72	247,000.00	817	2.200	0.28
Comenity Capital Bank 2 10/13/2020	20033AND4	10/13/2015	249,000.00	251,846.69	249,000.00	1,139	2.000	0.28
Compass Bank 1.2 5/14/2018	20451PKT2	05/13/2015	248,000.00	247,530.24	248,000.00	256	1.200	0.28
Discover FS 2 6/18/2019	254671W48	06/18/2014	247,000.00	248,842.87	247,000.00	656	2.000	0.28
Enerbank USA 2.05 8/28/2019	29266NB30	08/28/2014	247,000.00	249,430.88	247,000.00	727	2.050	0.28

City of Escondido
Portfolio Holdings
Investment Portfolio - by Asset Class
Report Format: By Transaction
As of 8/31/2017

Description	CUSIP No.	Settlement Date	Face Amount	Market Value	Book Value	Days to Maturity	YTM @ Cost	% of Portfolio
EVERBANK FL 1.6 7/30/2019	29976DZM5	07/30/2015	248,000.00	248,153.39	248,000.00	698	1.600	0.28
FIRST BUSINESS 1.5 10/30/2019	31938QP65	10/30/2015	248,000.00	247,756.81	248,000.00	790	1.500	0.28
Flushing Bank 1.45 6/26/2018	34387ABQ1	06/26/2015	248,000.00	247,897.65	248,000.00	299	1.450	0.28
Franklin Synergy Bank 1.6 8/30/2019	35471TDK5	05/31/2017	245,000.00	245,229.39	245,000.00	729	1.600	0.28
Gold Coast Bank 1.2 10/30/2017	38058KCS3	12/30/2013	246,000.00	245,991.81	246,000.00	60	1.200	0.28
Goldman Sachs Bank USA 2.35 6/21/2022	38148PKX4	06/21/2017	245,000.00	251,776.70	245,000.00	1,755	2.350	0.28
Iberia Bank 1 10/16/2017	45083AEK43	04/16/2015	247,000.00	246,929.21	247,000.00	46	1.000	0.28
KEY BANK NA 1.35 10/29/2018	49306SVK9	10/28/2015	248,000.00	246,991.41	248,000.00	424	1.350	0.28
Live Oak Banking Co. 1.85 7/30/2019	538036CA0	10/30/2014	247,000.00	248,334.05	247,000.00	698	1.850	0.28
Medallion Bank Utah 2.05 6/28/2021	58403B6Y7	06/28/2017	245,000.00	248,393.86	245,000.00	1,397	2.050	0.28
Mercantile Bank of MI 1.8 6/8/2020	58740XZJ2	06/07/2017	245,000.00	246,323.88	245,000.00	1,012	1.800	0.28
Park National Bank 2.1 3/26/2019	700654AV8	09/26/2014	247,000.00	248,835.09	247,000.00	572	2.100	0.28
Sallie Mae Bank 2.1 8/13/2019	795450SJ5	08/13/2014	247,000.00	249,619.78	247,000.00	712	2.100	0.28
SYNCHRONY BANK 2.25 7/17/2020	87165HKM1	07/17/2015	247,000.00	251,493.77	247,000.00	1,051	2.250	0.28
SYNOUVUS 1.2 11/6/2017	87164DFW5	11/05/2014	248,000.00	247,974.73	248,000.00	67	1.200	0.28
Third Fed S & L 2 11/25/2019	88413QAW8	11/24/2014	247,000.00	249,450.68	247,000.00	816	2.000	0.28
Unity Bank 1.65 10/30/2020	91330ABC0	10/30/2015	249,000.00	249,163.47	249,000.00	1,156	1.650	0.28
Venture Bank Bloomington 1.6 9/6/2019	92326XDN8	06/06/2017	245,000.00	245,305.47	245,000.00	736	1.600	0.28
WEX Bank 1.8 6/2/2020	92937CFS2	06/02/2017	245,000.00	246,316.14	245,000.00	1,006	1.800	0.28
Sub Total / Average			8,393,000.00	8,445,781.72	8,393,000.00	715	1.771	9.53
Total / Average			88,091,634.08	88,410,142.10	88,523,040.36	801	1.426	100.00

City of Escondido
Investment Portfolio - by Asset Class, Summary
Report Format: By Totals
Portfolio/Report Group: All Portfolios
As of 9/30/2017

<u>Description</u>	<u>Face Amount</u>	<u>Cost Value</u>	<u>Market Value</u>	<u>Book Value</u>	<u>Days to Maturity</u>	<u>YTM @ Cost</u>
California Local Agency Investment Fund	22,457,987.64	22,457,987.64	22,457,987.64	22,457,987.64	1	1.111
Federal Agency Coupon Securities	70,631,000.00	71,342,861.22	70,620,753.08	71,048,157.20	974	1.477
Money Market	225,683.53	225,683.53	225,683.53	225,683.53	1	0.200
Negotiable Certificate of Deposit	8,393,000.00	8,393,000.00	8,418,808.59	8,393,000.00	685	1.771
Supranational Securities	3,000,000.00	3,009,810.00	3,008,640.00	3,009,548.01	328	1.393
Total / Average	<u><u>104,707,671.17</u></u>	<u><u>105,429,342.39</u></u>	<u><u>104,731,872.84</u></u>	<u><u>105,134,376.38</u></u>	<u><u>721</u></u>	<u><u>1.417</u></u>

Douglas W. Shultz, City Treasurer

City of Escondido
Portfolio Holdings
Investment Portfolio - by Asset Class
Report Format: By Transaction
As of 9/30/2017

Description	CUSIP No.	Settlement Date	Face Amount	Market Value	Book Value	Days to Maturity	YTM @ Cost	% of Portfolio
California Local Agency Investment Fund								
LAIF LGIP	LGIP7282	05/31/2011	22,457,987.64	22,457,987.64	22,457,987.64	1	1.111	21.45
Sub Total / Average			22,457,987.64	22,457,987.64	22,457,987.64	1	1.111	21.45
Federal Agency Coupon Securities								
FFCB 1.14 6/29/2020	3133EGJD8	06/29/2016	2,000,000.00	1,965,800.00	1,996,512.50	1,003	1.205	1.91
FFCB 1.4 10/14/2021	3133EGYQ2	10/27/2016	2,000,000.00	1,950,800.00	1,995,330.12	1,475	1.460	1.91
FFCB 1.46 10/28/2020	3133EFLZ8	10/28/2015	1,000,000.00	992,590.00	1,000,000.00	1,124	1.460	0.96
FFCB 1.55 9/27/2019	3133EG2D6	01/27/2017	2,000,000.00	1,995,200.00	2,001,554.12	727	1.510	1.91
FFCB 1.61 8/1/2018	3133ECW75	02/03/2014	1,000,000.00	1,002,110.00	1,001,371.01	305	1.440	0.96
FFCB 1.7 3/4/2019	3133EDTU6	05/27/2016	1,750,000.00	1,755,950.00	1,763,816.52	520	1.135	1.67
FFCB 1.8 11/12/2019	3133EEBN9	11/12/2014	5,000,000.00	5,014,500.00	5,000,000.00	773	1.800	4.78
FFCB 2.46 8/5/2020	3133ECW91	06/30/2016	1,500,000.00	1,529,310.00	1,558,897.56	1,040	1.047	1.43
FFCB 4.81 9/1/2020	31331S4M2	06/30/2016	310,000.00	334,257.50	342,914.22	1,067	1.080	0.30
FFCB 5.125 11/15/2018	31331YEJ5	12/26/2013	760,000.00	791,129.60	786,598.72	411	1.856	0.73
FHLB 1.375 2/18/2021	3130A7CV5	06/24/2016	2,000,000.00	1,979,340.00	2,006,214.11	1,237	1.280	1.91
FHLB 1.375 3/9/2018	313378A43	03/28/2013	3,000,000.00	3,002,610.00	3,006,314.11	160	0.883	2.87
FHLB 1.61 8/26/2020	3130ABD94	09/25/2017	2,000,000.00	1,993,880.00	1,996,934.45	1,061	1.664	1.91
FHLB 1.75 12/14/2018	313376BR5	12/26/2013	895,000.00	898,222.00	894,066.52	440	1.841	0.85
FHLB 1.75 3/12/2021	313382K69	04/27/2016	1,000,000.00	998,620.00	1,008,275.45	1,259	1.500	0.96
FHLB 1.875 11/29/2021	3130AABG2	12/16/2016	2,000,000.00	2,001,640.00	1,982,276.02	1,521	2.100	1.91
FHLB 1.875 6/11/2021	313379RB7	06/24/2016	2,000,000.00	2,006,020.00	2,037,409.82	1,350	1.350	1.91
FHLB 2.25 3/11/2022	313378CR0	05/09/2017	2,000,000.00	2,026,100.00	2,021,057.67	1,623	2.000	1.91
FHLB 4.625 9/11/2020	3133XD4P3	05/25/2016	2,350,000.00	2,545,543.50	2,565,195.23	1,077	1.410	2.24
FHLMC 1.05 9/28/2018	3134GAMD3	05/04/2017	1,000,000.00	996,870.00	997,957.42	363	1.258	0.96
FHLMC 1.125 8/12/2021	3137EAEC9	08/17/2016	3,000,000.00	2,923,740.00	2,978,845.59	1,412	1.314	2.87
FHLMC 1.25 10/2/2019	3137EADM8	03/16/2016	1,000,000.00	994,270.00	998,438.21	732	1.330	0.96
FHLMC 1.25 8/1/2019	3137EADK2	07/02/2015	3,000,000.00	2,985,750.00	2,984,267.81	670	1.546	2.87
FHLMC 1.4 8/22/2019	3134G3A91	03/15/2016	1,000,000.00	997,330.00	1,002,026.20	691	1.290	0.96
FHLMC 1.5 3/19/2020	3134G3K58	09/28/2017	616,000.00	613,708.48	614,512.58	901	1.600	0.59
FHLMC 1.55 8/21/2020	3134G3D64	05/26/2016	1,195,000.00	1,188,260.20	1,200,677.01	1,056	1.380	1.14
FHLMC 1.65 1/29/2021	3134G34D9	07/13/2016	2,410,000.00	2,399,299.60	2,451,111.02	1,217	1.123	2.30
FHLMC 1.65 8/28/2020	3134G3F96	05/26/2016	1,000,000.00	998,080.00	1,007,597.54	1,063	1.380	0.96

City of Escondido
Portfolio Holdings
Investment Portfolio - by Asset Class
Report Format: By Transaction
As of 9/30/2017

Description	CUSIP No.	Settlement Date	Face Amount	Market Value	Book Value	Days to Maturity	YTM @ Cost	% of Portfolio
FHLMC 1.75 5/21/2021	3134G44H8	07/13/2016	2,000,000.00	1,991,900.00	2,036,625.83	1,329	1.230	1.91
FHLMC 1.875 8/17/2021	3134G92Y2	05/09/2017	2,000,000.00	2,002,300.00	1,998,124.59	1,417	1.900	1.91
FHLMC 2 3/12/2020	3134G3QX1	03/15/2016	1,250,000.00	1,258,887.50	1,266,287.29	894	1.450	1.19
FNMA 0.875 5/21/2018	3135G0WJ8	12/20/2013	1,500,000.00	1,496,160.00	1,493,998.05	233	1.526	1.43
FNMA 1 8/28/2019	3135G0P49	01/27/2017	2,000,000.00	1,980,400.00	1,983,162.61	697	1.447	1.91
FNMA 1.06 5/29/2018	3136G05G2	12/20/2013	500,000.00	499,175.00	498,473.12	241	1.540	0.48
FNMA 1.25 5/6/2021	3135G0K69	05/19/2016	1,000,000.00	982,230.00	991,192.65	1,314	1.505	0.96
FNMA 1.25 8/17/2021	3135G0N82	10/11/2016	3,000,000.00	2,935,530.00	2,980,929.31	1,417	1.420	2.87
FNMA 1.25 8/28/2018	3136G1F53	03/16/2016	1,000,000.00	998,490.00	1,001,519.78	332	1.080	0.96
FNMA 1.5 11/30/2020	3135G0F73	04/26/2017	2,000,000.00	1,986,600.00	1,990,118.83	1,157	1.661	1.91
FNMA 1.75 1/30/2019	3136FTZZ5	02/03/2014	2,595,000.00	2,603,459.70	2,597,977.69	487	1.660	2.48
FNMA 1.875 9/18/2018	3135G0YM9	05/04/2017	1,000,000.00	1,004,850.00	1,005,880.05	353	1.258	0.96
FNMA 2 8/26/2022	3136G05L1	09/28/2017	2,000,000.00	1,999,840.00	2,003,695.87	1,791	1.960	1.91
Sub Total / Average			70,631,000.00	70,620,753.08	71,048,157.20	974	1.477	67.46
Money Market								
Bank of America MM	MM0555	05/31/2011	225,683.53	225,683.53	225,683.53	1	0.200	0.22
Sub Total / Average			225,683.53	225,683.53	225,683.53	1	0.200	0.22
Negotiable Certificate of Deposit								
Ally Bank 1.9 6/22/2020	02006L3N1	06/22/2017	245,000.00	245,779.99	245,000.00	996	1.900	0.23
American Exp Centurion 2 11/28/2018	02587DWJ3	11/28/2014	247,000.00	247,646.00	247,000.00	424	2.000	0.24
American Exp Fed Svgs Bk 2 7/24/2019	02587CAJ9	07/24/2014	247,000.00	248,200.67	247,000.00	662	2.000	0.24
Barclays Bank 2.099 7/23/2019	06740KHK6	07/28/2014	247,000.00	248,644.53	247,000.00	661	2.099	0.24
BMW 1.95 6/20/2019	05580AAL8	06/20/2014	247,000.00	247,902.12	247,000.00	628	1.950	0.24
Capital One Bank USA NA 2.4 6/1/2022	1404203C2	06/01/2017	245,000.00	249,952.55	245,000.00	1,705	2.400	0.23
Capital One NA 2 8/12/2019	14042E5L0	08/12/2015	247,000.00	248,267.70	247,000.00	681	2.000	0.24
Cardinal Bank 1.25 6/19/2018	14147VEV4	06/19/2015	249,000.00	248,546.22	249,000.00	262	1.250	0.24
Celtic Bank 1.25 12/20/2017	15118RIL2	12/20/2013	246,000.00	245,980.52	246,000.00	81	1.250	0.23
Charter Bank Eau claire 1.5 8/6/2018	16116PHH7	08/05/2014	248,000.00	247,750.09	248,000.00	310	1.500	0.24
Cit Bank 2.2 11/26/2019	17284C4L5	11/26/2014	247,000.00	249,534.47	247,000.00	787	2.200	0.24
Comenity Capital Bank 2 10/13/2020	20033AND4	10/13/2015	249,000.00	250,373.86	249,000.00	1,109	2.000	0.24

City of Escondido
Portfolio Holdings
Investment Portfolio - by Asset Class
Report Format: By Transaction
As of 9/30/2017

Description	CUSIP No.	Settlement Date	Face Amount	Market Value	Book Value	Days to Maturity	YTM @ Cost	% of Portfolio
Compass Bank 1.2 5/14/2018	20451PKT2	05/13/2015	248,000.00	247,577.04	248,000.00	226	1.200	0.24
Discover FS 2 6/18/2019	254671W48	06/18/2014	247,000.00	248,110.54	247,000.00	626	2.000	0.24
Enerbank USA 2.05 8/28/2019	29266NB30	08/28/2014	247,000.00	248,561.11	247,000.00	697	2.050	0.24
EVERBANK FL 1.6 7/30/2019	29976DZM5	07/30/2015	248,000.00	247,466.75	248,000.00	668	1.600	0.24
FIRST BUSINESS 1.5 10/30/2019	31938QP65	10/30/2015	248,000.00	246,827.23	248,000.00	760	1.500	0.24
Flushing Bank 1.45 6/26/2018	34387ABQ1	06/26/2015	248,000.00	247,907.22	248,000.00	269	1.450	0.24
Franklin Synergy Bank 1.6 8/30/2019	35471TDK5	05/31/2017	245,000.00	244,479.52	245,000.00	699	1.600	0.23
Gold Coast Bank 1.2 10/30/2017	38058KCS3	12/30/2013	246,000.00	245,982.51	246,000.00	30	1.200	0.23
Goldman Sachs Bank USA 2.35 6/21/2022	38148PKX4	06/21/2017	245,000.00	249,449.15	245,000.00	1,725	2.350	0.23
Iberia Bank 1 10/16/2017	45083AEK43	04/16/2015	247,000.00	246,970.93	247,000.00	16	1.000	0.24
KEY BANK NA 1.35 10/29/2018	49306SVK9	10/28/2015	248,000.00	246,857.12	248,000.00	394	1.350	0.24
Live Oak Banking Co. 1.85 7/30/2019	538036CA0	10/30/2014	247,000.00	247,601.27	247,000.00	668	1.850	0.24
Medallion Bank Utah 2.05 6/28/2021	58403B6Y7	06/28/2017	245,000.00	246,527.40	245,000.00	1,367	2.050	0.23
Mercantile Bank of MI 1.8 6/8/2020	58740XZ12	06/07/2017	245,000.00	245,118.87	245,000.00	982	1.800	0.23
Park National Bank 2.1 3/26/2019	700654AV8	09/26/2014	247,000.00	248,269.80	247,000.00	542	2.100	0.24
Sallie Mae Bank 2.1 8/13/2019	795450SJ5	08/13/2014	247,000.00	248,729.22	247,000.00	682	2.100	0.24
SYNCHRONY BANK 2.25 7/17/2020	87165HKM1	07/17/2015	247,000.00	250,128.53	247,000.00	1,021	2.250	0.24
SYNOUVUS 1.2 11/6/2017	87164DFW5	11/05/2014	248,000.00	247,990.35	248,000.00	37	1.200	0.24
Third Fed S & L 2 11/25/2019	88413QAW8	11/24/2014	247,000.00	248,474.91	247,000.00	786	2.000	0.24
Unity Bank 1.65 10/30/2020	91330ABC0	10/30/2015	249,000.00	247,636.13	249,000.00	1,126	1.650	0.24
Venture Bank Bloomington 1.6 9/6/2019	92326XDN8	06/06/2017	245,000.00	244,445.96	245,000.00	706	1.600	0.23
WEX Bank 1.8 6/2/2020	92937CFS2	06/02/2017	245,000.00	245,118.31	245,000.00	976	1.800	0.23
Sub Total / Average			8,393,000.00	8,418,808.59	8,393,000.00	685	1.771	8.02
Supranational Securities								
IADB 1.75 8/24/2018	4581X0BR8	09/21/2017	3,000,000.00	3,008,640.00	3,009,548.01	328	1.393	2.87
Sub Total / Average			3,000,000.00	3,008,640.00	3,009,548.01	328	1.393	2.87
Total / Average			104,707,671.17	104,731,872.84	105,134,376.38	721	1.417	100.00

Attachment 4

City of Escondido
Transactions Summary
Investment Maturities
From 7/1/2017 to 9/30/2017

<u>Issuer</u>	<u>Investment Type</u>	<u>CUSIP Number</u>	<u>Settlement Date</u>	<u>Maturity Date</u>	<u>Coupon Rate</u>	<u>Principal Matured</u>
Private Bank	CD	74267GUT2	07/21/14	07/21/17	1.100	248,000
Federal Home Loan Mortgage Corp.	Agency	3137EADJ5	12/20/13	07/28/17	1.000	1,500,000
Federal National Mortgage Association	Agency	3135GOMZ3	02/03/14	08/28/17	0.875	2,000,000
Federal National Mortgage Association	Agency	3135GOMZ3	06/13/14	08/28/17	0.875	2,000,000
Total						<u>5,748,000</u>

Attachment 5

**City of Escondido
Transactions Summary
Sale of Investments
Settled on 8/30/17**

<u>Description</u>	<u>CUSIP No.</u>	<u>YTM @ Cost</u>	<u>Face Amount</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Gain/(Loss)</u>	<u>Accrued Interest</u>	<u>Total Proceed</u>
FFCB 0.95 2/25/2019	3133EGBR5	0.890	\$ 1,500,000.00	\$ 1,501,314.48	\$ 1,489,260.00	\$ (12,054.48)	\$ 197.92	\$ 1,489,457.92
FFCB 1 4/2/2018	3133EEWH9	1.000	3,000,000.00	3,000,000.00	2,996,010.00	(3,990.00)	12,333.33	3,008,343.33
FFCB 1.11 2/20/2018	3133EEQM5	1.110	3,000,000.00	3,000,000.00	2,999,040.00	(960.00)	925.00	2,999,965.00
FHLB 1.05 12/29/2017	3130A3N83	1.050	3,000,000.00	3,000,000.00	2,999,160.00	(840.00)	5,337.50	3,004,497.50
FHLB 1.625 6/14/2019	313379EE5	1.790	3,000,000.00	2,991,569.00	3,012,498.00	20,929.00	10,291.67	3,022,789.67
FHLB 1.375 3/9/2018	313378A43	1.516	2,000,000.00	1,998,573.10	2,001,928.00	3,354.90	13,062.50	2,014,990.50
FHLB 1.525 3/30/2020	3130AASN9	1.558	2,000,000.00	1,998,341.59	2,002,960.00	4,618.41	12,708.33	2,015,668.33
FNMA 1 2/26/2019	3135G0J53	1.110	1,000,000.00	998,385.98	995,033.00	(3,352.98)	111.11	995,144.11
FNMA 1.125 10/19/2018	3135G0E58	1.200	2,000,000.00	1,998,313.50	1,995,500.00	(2,813.50)	8,187.50	2,003,687.50
TOTAL			<u>\$ 20,500,000.00</u>	<u>\$ 20,486,497.65</u>	<u>\$ 20,491,389.00</u>	<u>\$ 4,891.35</u>	<u>\$ 63,154.86</u>	<u>\$ 20,554,543.86</u>

Attachment 6

**CITY OF ESCONDIDO
FUNDS MANAGED BY OUTSIDE PARTIES
As of September 30, 2017**

<u>Type of Funds / Institution</u>	<u>Market Value</u>	<u>Interest Rate</u>	<u>Type of Investment</u>
<u>BOND FUNDS</u>			
BANK OF NEW YORK:			
1986-1R/98 Auto Parkway Assessment District	\$ 335,078.62	1.695%	Money Market
1998-1 Rancho San Pasqual Assessment District	342,468.64	1.695%	Money Market
2007A & 2007B JPFA Lease Revenue Bonds (1995 CDC Refunding)	89.63	0.859%	Money Market
2007 COP - Water Project	1,386,579.35	0.865%	Money Market
2012 JPFA Revenue Bonds (Water System Financing)	4,226,713.51	1.111%	LAIF/Money Market
2012 JPFA Revenue Bonds (Wastewater System Financing)	2,843,616.66	1.111%	LAIF/Money Market
2013 JPFA Reidy Creek Lease Revenue Bonds (2001 Refunding)	298,134.39	1.782%	Money Market
2013 Community Facility District - Hidden Trails (2001 Refunding)	1.00	0.000%	Cash
2015A Wastewater Bond (2004A Refunding)	77.80	1.877%	Money Market
2015B Wastewater Bond (2004B Refunding)	26.62	1.878%	Money Market
TOTAL FUNDS MANAGED BY OUTSIDE PARTIES	<u><u>\$ 9,432,786.22</u></u>		



Quarterly Portfolio Report

Period Ending:
September 30, 2017

Len Templeton, President

Templeton Financial Services, Inc.
1490 S. Price Rd. Suite 101
Chandler, AZ 85286



Quarterly Portfolio Report

Period Ending 09/30/2017

Portfolio Management Highlights

Templeton Financial Services, Inc. began managing a portfolio of \$20,000,000 for the City of Escondido on 9/11/17. We have managed the portfolio for 19 days through the Quarter ending 9/30/17.

Investments purchased consisted of the following:

- Corporate Bonds: \$2,417,520.00
- Municipal Debt: \$1,151,202.00

The balance of the monies were invested in money market instruments and short term government securities consisting of:

- U.S. Treasury Bills: \$13,997,160
- Money Market: \$2,401,997

Portfolio Strategy

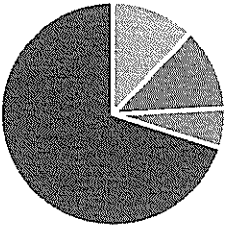
Templeton Financial will invest in securities that offer higher yields than the City's current investments of shorter term U.S. Government Agencies, U.S. Treasury Notes, Money Market funds, and investments in LAIF, while meeting the City's standards of high quality and liquidity. Investible securities might include Medium Term Notes or Corporate Bonds, California Municipal Debt, U.S. Agencies, Supranationals, and FDIC insured C.D.'s. All investments will have a maximum maturity of 5 years from settlement date with an emphasis on 5 year maturities.

Compliance With Investment Policy

Investment transactions have been executed in compliance with the City of Escondido's Investment Policy. Investment purchases have been made in accordance with the City's prioritized Investment Policy objectives of safety of principal, sufficiency of liquidity and maximization of yield.

Please note: The 9/30/17 statement provided by BNY shows the yields on the T-Bills as 0.0%. They do not list the actual yield for T-Bills on any of their statements. We used the actual purchase yields of these securities in our report.

City of Esccondido Portfolio Summary & Characteristics

Asset Class Distribution	Asset Class	Market Value	Current % Of Portfolio	Previous Quarter % Of Portfolio
 <ul style="list-style-type: none"> ■ Corporate Debt ■ Money Market ■ U.S. Municipal Debt ■ U.S. Treasury 	U.S. Treasury	\$13,997,160.00	70.10%	N/A
	Money Market	\$2,401,996.85	12.03%	N/A
	Corporate Debt	\$2,417,520.00	12.11%	N/A
	Municipal Debt	\$1,151,202.00	5.77%	N/A
	Total Market Value*	\$19,967,878.85	100.00%	N/A

Summary of Assets Held

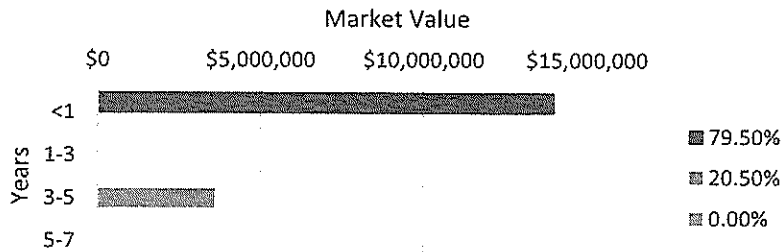
Security Type	Market Value*	Current Face	Accrued Income	Duration	Market Yield	Yield (Cost)
U.S. Treasury	\$13,997,160.00	\$14,000,000.00	\$0.00	0.03	0.68%	0.85%
Money Market	\$2,401,996.85	\$2,401,996.85	\$0.00	0.00	0.93%	0.93%
Corporate Debt	\$2,417,520.00	\$2,400,000.00	\$27,744.45	4.29	2.66%	2.62%
Municipal Debt	\$1,151,202.00	\$1,150,000.00	\$4,001.04	4.17	2.53%	2.49%
Total	\$19,967,878.85	\$19,951,996.85	\$31,745.49	0.78	1.056%	1.16%

* Market values exclude accrued income

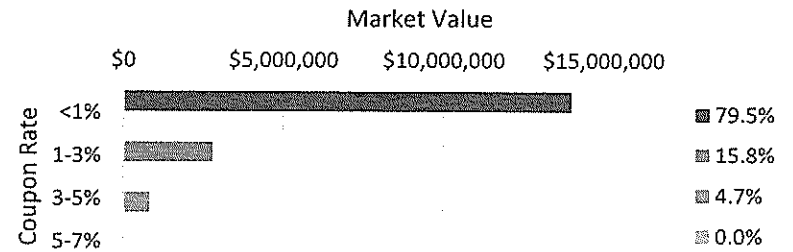


Maturity and Coupon Summaries

Maturity Distribution

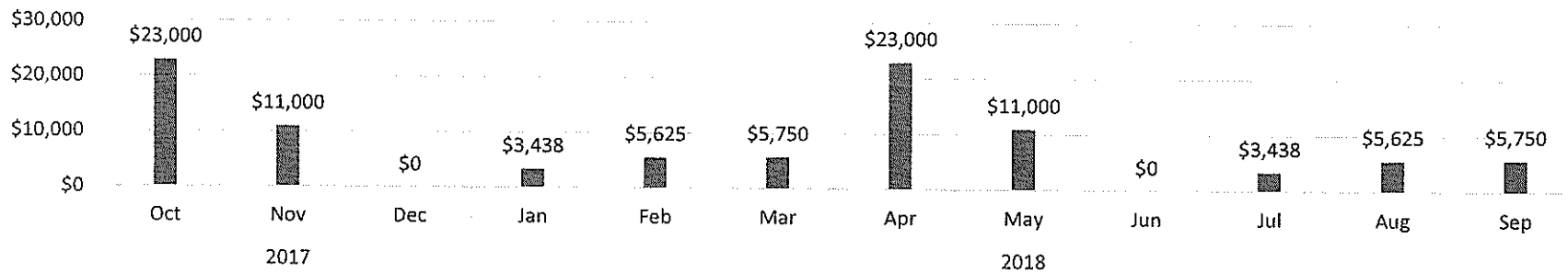


Coupon Distribution



Income Summary

Projected Monthly Income*



*Excludes Money Market Instruments



Portfolio Holdings

Quarterly Portfolio Report

Period Ending 09/30/2017

US Treasury

Security Description	CUSIP	Face Value	S&P Rating	Moody's Rating	Fitch Rating	Trade Date	Settle Date	YTM at Cost	Accrued Interest	Book Value	Market Value*
B 0 10/12/17	912796KR9	10,000,000.00	-	-	-	9/27/2017	9/28/2017	0.91	0.00	9,997,000.00	9,997,400.00
B 0 10/05/17	912796LW7	4,000,000.00	-	-	-	9/27/2017	9/28/2017	0.71	0.00	3,999,610.56	3,999,760.00
Total U.S. Treasury	-	14,000,000.00	-	-	-	-	-	0.85	0.00	13,996,610.56	13,997,160.00

Money Markets

Security Description	CUSIP	Face Value	S&P Rating	Moody's Rating	Fitch Rating	Trade Date	Settle Date	YTM at Cost	Accrued Interest	Book Value	Market Value*
X9USDBLFD	X9USDBLFD	2,401,996.85	-	-	-	-	-	.93	0.00	2,401,996.85	2,401,996.85
Total Money Markets	-	2,401,996.85	-	-	-	-	-	.93	0.00	2,401,996.85	2,401,996.85

Corporate Debt

Security Description	CUSIP	Face Value	S&P Rating	Moody's Rating	Fitch Rating	Trade Date	Settle Date	YTM at Cost	Accrued Interest	Book Value	Market Value*
C 2 ¼ 04/25/22	172967LG4	800,000.00	BBB+	Baa1	A	9/21/2017	9/25/2017	2.65	9,472.22	803,421.74	803,848.00
GS 3 04/26/22	38141GWC4	800,000.00	BBB+	A3	A	9/18/2017	9/20/2017	2.68	10,266.67	810,783.39	809,248.00
MS 2 ¼ 05/19/22	61744YAH1	800,000.00	BBB+	A3	A	9/13/2017	9/15/2017	2.61	8,005.56	805,011.57	804,424.00
Total Corporate Debt	-	2,400,000.00	BBB+	A3	A	-	-	2.64	27,744.45	2,419,216.70	2,417,520.00

U.S. Municipal Debt

Security Description	CUSIP	Face Value	S&P Rating	Moody's Rating	Fitch Rating	Trade Date	Settle Date	YTM at Cost	Accrued Interest	Book Value	Market Value*
CTCDEV 2.250 08/01/22	212263AS6	500,000.00	AA	-	-	9/27/2017	9/29/2017	2.45	1,375.00	495,457.57	495,455.00
IDSGEN 2.750 01/01/22	45656RDV1	250,000.00	A	-	-	9/28/2017	9/29/2017	2.60	1,699.65	251,494.04	250,735.00
SDGGEN 2.875 09/01/21	79730WAX8	400,000.00	AA	-	-	9/27/2017	9/28/2017	2.47	926.39	406,011.60	405,012.00
Total Municipal Debt	-	1,150,000.00	AA	A1	-	-	-	2.49	4,001.04	1,152,963.21	1,151,202.00



Portfolio Holdings

Quarterly Portfolio Report
Period Ending 09/30/2017

Portfolio Totals

Security Description	CUSIP	Face Value	S&P Rating	Moody's Rating	Fitch Rating	Trade Date	Settle Date	YTM at Cost	Accrued Interest	Book Value	Market Value*
-	-	19,951,996.85	A	A3	A	-	-	1.16	31,745.49	19,970,787.32	19,967,878.85

* Market values exclude accrued income

This information is based on information obtained from sources generally believed to be reliable, but Templeton Financial services cannot guarantee its accuracy. Please remember that past performance may not be indicative of future results. Different types of investments involve varying degrees of risk, and there can be no assurance that the future performance of any specific investment, investment strategy, or product made reference to directly or indirectly in this report, will be profitable, equal any corresponding indicated historical performance level(s), or be suitable for your portfolio. Due to various factors, including changing market conditions, the content may no longer be reflective of current opinions or positions. Moreover, you should not assume that any discussion or information contained in this report serves as the receipt of, or as a substitute for, personalized investment advice from Templeton Financial Services, Inc. To the extent that a reader has any questions regarding the applicability of any specific issue discussed above to his/her individual situation, he/she is encouraged to consult with the professional advisor of his/her choosing. A copy of our current written disclosure statement discussing our advisory services and fees is available for review upon request.

CITY COUNCIL STAFF REPORT

Consent Item No. 5

November 15, 2017

File No. 0600-10, A-2340

SUBJECT: Proposed Rate Increase from Escondido Disposal (EDI) for Annual CPI Increase to Solid Waste and Recycling Rates and Fees for Residential and Commercial Collections

DEPARTMENT: Public Works Department/Recycling Division

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2017-140, to revise the rates for Residential and Commercial Solid Waste and Recycling Services. Effective January 1, 2018, a 3.2766 percent increase will apply to residential collection services and 2.519 percent increase for commercial collection services.

PREVIOUS ACTION:

On October 6, 1999, the City Council approved a contract with Escondido Disposal, Inc., and Escondido Resource Recovery, divisions of Refuse Services, Inc., specifying rates to be charged for solid waste and recycling services. The contract established initial maximum rates paid by the ratepayers and gave the contractor the right to increase the maximum rates annually, according to the change in the previous year's Consumer Price Index (CPI).

The contract specifies that if the Escondido ratepayers' effective mean rate (the rate not including Assembly Bill No. 939 (AB 939), Household Hazardous Waste and Franchise Fees) is not within the lowest 25 percent being charged in San Diego County, the City has the right to propose that EDI adjust its proposed rates to fall within the lowest 25 percent.

In compliance with Proposition 218, the City Council held a public hearing on January 7, 2015, and adopted an inflation schedule based on the CPI for automatic rate increases over the next five years. Customers are provided notice of the scheduled rate increase 45 days before the increase becomes effective. The CPI increase cannot cause Escondido ratepayers' effective mean rate to exceed the lowest 25 percent being charged within San Diego County. The City will need to hold another public hearing to authorize rate increases again before rates can be increased in 2020.

In accordance with Proposition 218 and the contract specifications, the following rate increases have been granted to EDI for basic residential and commercial collection services.

Date	Residential Increase	Commercial Increase
July 2001	6.8%	6.8%
July 2002	3.6%	3.6%
July 2003	2.1%	4.0%
July 2004	2.9%	3.4%
January 2006	1.13%	3.97%
January 2007	0%	3.38%
March 2007	2.4%	0%
January 2008	0%	1.316%
January 2009	0%	4.39%
April 2009	1.045%	0%
January 2012	1.29%	0.895%
January 2013	1.66%	0%
January 2015	0%	2.43%
March 2015	2.43%	0%
February 2016	0.789%	0.789%
January 2017	1.9757%	1.9757%
Proposed January 2018	3.2766%	2.519%

Household Hazardous Waste fees and AB 939 fees were established in 1994 at \$0.25 and \$0.21 per month, respectively. On July 1, 2003, Household Hazardous Waste fees were increased from \$0.25 to \$0.35 per month. On January 1, 2006, Household Hazardous Waste fees were increased from \$0.35 to \$0.52 per month. No Increases in either AB 939 or Household Hazardous Waste fees are

being requested at this time. The franchise fee also remains at 10 percent of gross receipts. These fees apply equally to both residential and commercial collections and all solid waste and recycling services.

BACKGROUND:

On September 13, 2017, the City received notification from Escondido Disposal, Inc., regarding an increase in the solid waste and recycling rates in accordance with Section 8(C) of the Solid Waste Disposal and Recycling Franchise Agreement. The rate increases are based on the 3.2766 percent change in the CPI between the first half of 2016 and the first half of 2017 after adjustments to keep the Escondido ratepayers' effective mean rate within the lowest 25 percent in San Diego County. After review and discussion, it was determined that the contractual CPI formula allows for a 3.2766 percent residential and commercial rate increases effective January 1, 2018. Commercial and residential rate increase notices will be mailed to customers in November 2017.

Under the proposed CPI rate increase of 3.2766 percent for residential accounts, the total monthly rate for curbside trash and recycling collection will increase by \$0.60 per month, from \$19.21 to \$19.81. The residential effective mean rate (the rate not including AB 939, Household Hazardous Waste and Franchise Fees) for the same service is currently \$21.22 and is proposed to increase to \$21.73. The last residential rate increase was in 2017 and was 1.9757 percent.

The proposed 3.2766 percent residential and 2.519 percent commercial increases for CPI will become effective January 1, 2018, and applies to all residential and commercial collection rates and services as presented in Exhibit "A" (attached to Resolution No. 2017-140).

FISCAL ANALYSIS:

The increase in solid waste and recycling rates for residential and commercial accounts will result in an approximate 3 percent increase in the franchise fees, received by the General Fund. Residential rates will increase by \$0.60 per month. Commercial rates will increase by varying amounts, depending on individual service levels.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Joseph Goulart, Interim Director of Public Works
10/25/2017 12:43 p.m.

ATTACHMENTS:

1. Resolution No. 2017-140
2. Resolution No. 2017-140 - Exhibit "A" – Solid Waste and Recycling Service Fees

RESOLUTION NO. 2017-140

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING AN ANNUAL CONSUMER PRICE INDEX INCREASE IN THE RATES FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE AND RECYCLING SERVICES PROVIDED BY REFUSE SERVICES, INC.

WHEREAS, in October 1999 the City entered into a Solid Waste Disposal and Recycling Franchise Agreement (the "Agreement") with Escondido Resource Recovery and Escondido Disposal, Inc., Divisions of Refuse Services, Inc., to provide residential, commercial and industrial trash, and recycling collection services; and

WHEREAS, Section 8(C) of the Agreement grants an annual increase in the rates not to exceed the percentage increase in the Consumer Price Index ("CPI") for the year, upon receipt of written notice of the proposed increase; and

WHEREAS, Escondido Disposal has requested in a letter dated and received September 13, 2017, an increase in the residential and commercial rates and fees to be effective January 1, 2018; and

WHEREAS, revised residential and commercial rates and fees were last approved on November 16, 2016, with a January 1, 2017 effective date for the residential fees, and a January 1, 2017 effective date for the commercial fees; and

WHEREAS, the proposed revised residential and commercial rates and fees, to be effective January 1, 2018, and the calculation of the increased percentage in the Consumer Price Index are attached as Exhibit "A"; and

WHEREAS, notice of the residential and commercial rates revised for the allowed annual CPI increase are being mailed to all affected customers in Escondido in November 2017; and

WHEREAS, the Interim Public Works Director recommends approval of the proposed increase in Solid Waste Disposal and Recycling rates and fees for residential and commercial accounts, effective January 1, 2018;

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

1. That the above recitations are true.
2. That the City Council hereby accepts the recommendation of the Public Works Director.
3. That the Mayor and City Clerk are authorized to adopt, on behalf of the City, an increase in the rates and fees for Solid Waste Disposal and Recycling Services for residential and commercial accounts effective January 1, 2018. A copy of the contractual CPI formula is attached as Exhibit "A" and is incorporated by this reference.



September 13, 2017

Ms. Laura Robinson
Recycling Program Coordinator
City of Escondido
475 N. Spruce Street
Escondido, CA 92025

RE: Solid Waste & Recycling Service Fees for CY 2018

Dear Laura:

Escondido Disposal Inc. (EDI) last adjusted rates in 2017. Attached are proposed rate schedules for all service levels for the 2018 calendar year based on changes in the San Diego area Consumer Price Index (CPI). Also attached is a copy of the CPI and rate comparisons for franchise cities in San Diego County.

Rate adjustments are based on changes in the San Diego CPI for the first half of 2016 compared to the first half of 2017. The 2017 index increased 8.933 points compared to the 2016 index or 3.2766%. This percentage increase was applied to the current rates to generate the 2018 rates.

This proposed rate change is scheduled to become effective January 1, 2018. In order to meet noticing requirements to implement new rates, we respectfully request that you place this item on the City Council agenda for the first meeting in November, 2017.

Please review the attached information at your earliest possible convenience and call me with any questions at 760-744-5615 extension 140.

Sincerely,



Elmer Heap
Division Manager

"We'll Take Care of It"

CONSUMER PRICE INDEX CALCULATION

CPI: 3.2766%

Last 12 month period for which statistics are available is the first half of 2016 compared to the first half of 2017 in the San Diego area

All Urban Consumers (all items), base period of 1982-84 = 100

Current CPI	281.561 (first half of 2017)
Previous CPI	272.628 (first half of 2016)
Change	8.933 points
Percentage change	3.2766%

Actual Percentage Change Allowable for Basic Commercial Rate is 2.519%

BASIC COMMERCIAL RATE

	Current 1/1/2017	Proposed 1/1/2018
3yard 1/week	\$ 90.50	\$ 92.78
Franchise Fee	10.06	10.31
AB939	0.21	0.21
HHW	0.52	0.52
Total	\$ 101.29	\$ 103.82

PERMANENT BINS

<u>BIN SIZE</u>	<u>1 x WK</u>	<u>2 x WK</u>	<u>3 x WK</u>	<u>4 x WK</u>	<u>5 x WK</u>	<u>6 x WK</u>
1 1/2 YARD	69.79	117.16	164.60	212.04	259.46	306.89
3 YARD	103.82	181.65	259.50	337.30	415.14	492.92
4 YARD	135.90	241.54	347.22	452.91	558.55	664.22

EXTRA DUMP CHARGES FOR PERMANENT BINS

	<u>1 1/2 YARD</u>	<u>3 YARD</u>	<u>4 YARD</u>
Per Bin Dump	20.21	29.88	37.40

T-BINS

Customer is allowed to keep bin for 1 week

91.65 109.95

GREENS T-BIN

81.74 101.16

CONSTRUCTION BINS

<u>BIN SIZE</u>	<u>1 x WK</u>	<u>2 x WK</u>	<u>3 x WK</u>	<u>4 x WK</u>	<u>5 x WK</u>
1 1/2 YARD	101.04	159.37	217.72	276.05	334.38
3 YARD	143.16	259.83	376.56	493.22	609.93
4 YARD	163.77	319.40	474.95	630.57	786.16

NOTE: ALL CONSTRUCTION BINS HAVE A ONE TIME DELIVERY FEE OF: \$ 34.16

EXTRA DUMP CHARGES FOR CONSTRUCTION BINS

	<u>1 1/2 YARD</u>	<u>3 YARD</u>	<u>4 YARD</u>
Per Bin Dump	26.35	35.86	43.58

OFF-RD BINS

<u>BIN SIZE</u>	<u>1 x WK</u>	<u>2 x WK</u>	<u>3 x WK</u>	<u>4 x WK</u>	<u>5 x WK</u>
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1 1/2 YARD	122.82	235.16	347.47	459.82	572.16
3 YARD	141.56	272.60	403.64	534.71	665.76
4 YARD	154.03	297.60	441.16	584.75	728.30

NOTE: ALL OFF ROAD BINS HAVE A ONE TIME DELIVERY FEE OF: \$ 34.16

EXTRA DUMP CHARGES FOR OFF ROAD BINS

<u>1 1/2 YARD</u>	<u>3 YARD</u>	<u>4 YARD</u>
26.35	35.86	43.59

MATRIX FOR 3 YARD AND 4 YARD BINS

3 YARD BINS

<u># OF BINS</u>	<u>DUMPS PER WEEK</u>					
	1	2	3	4	5	6
1	\$ 103.82	\$ 181.65	\$ 259.50	\$ 337.30	\$ 415.14	\$ 492.92
2	\$ 207.64	\$ 363.30	\$ 519.00	\$ 674.60	\$ 830.28	\$ 985.84
3	\$ 311.46	\$ 544.95	\$ 778.50	\$ 1,011.90	\$ 1,245.42	\$ 1,478.76
4	\$ 415.28	\$ 726.60	\$ 1,038.00	\$ 1,349.20	\$ 1,660.56	\$ 1,971.68
5	\$ 519.10	\$ 908.25	\$ 1,297.50	\$ 1,686.50	\$ 2,075.70	\$ 2,464.60
6	\$ 622.92	\$ 1,089.90	\$ 1,557.00	\$ 2,023.80	\$ 2,490.84	\$ 2,957.52
7	\$ 726.74	\$ 1,271.55	\$ 1,816.50	\$ 2,361.10	\$ 2,905.98	\$ 3,450.44
8	\$ 830.56	\$ 1,453.20	\$ 2,076.00	\$ 2,698.40	\$ 3,321.12	\$ 3,943.36
9	\$ 934.38	\$ 1,634.85	\$ 2,335.50	\$ 3,035.70	\$ 3,736.26	\$ 4,436.28
10	\$ 1,038.20	\$ 1,816.50	\$ 2,595.00	\$ 3,373.00	\$ 4,151.40	\$ 4,929.20

4 YARD BINS

<u># OF BINS</u>	<u>DUMPS PER WEEK</u>					
	1	2	3	4	5	6
1	\$ 135.90	\$ 241.54	\$ 347.22	\$ 452.91	\$ 558.55	\$ 664.22
2	\$ 271.80	\$ 483.08	\$ 694.44	\$ 905.82	\$ 1,117.10	\$ 1,328.44
3	\$ 407.70	\$ 724.62	\$ 1,041.66	\$ 1,358.73	\$ 1,675.65	\$ 1,992.66
4	\$ 543.60	\$ 966.16	\$ 1,388.88	\$ 1,811.64	\$ 2,234.20	\$ 2,656.88
5	\$ 679.50	\$ 1,207.70	\$ 1,736.10	\$ 2,264.55	\$ 2,792.75	\$ 3,321.10
6	\$ 815.40	\$ 1,449.24	\$ 2,083.32	\$ 2,717.46	\$ 3,351.30	\$ 3,985.32
7	\$ 951.30	\$ 1,690.78	\$ 2,430.54	\$ 3,170.37	\$ 3,909.85	\$ 4,649.54
8	\$ 1,087.20	\$ 1,932.32	\$ 2,777.76	\$ 3,623.28	\$ 4,468.40	\$ 5,313.76
9	\$ 1,223.10	\$ 2,173.86	\$ 3,124.98	\$ 4,076.19	\$ 5,026.95	\$ 5,977.98
10	\$ 1,359.00	\$ 2,415.40	\$ 3,472.20	\$ 4,529.10	\$ 5,585.50	\$ 6,642.20

Multi- Family Recycling Fee \$1.00 per month per dwelling unit

COMPACTOR / DOB RATES

COMPACTORS:

"C"	220.38	\$	47.16	Per Ton Landfill fees
"D"	224.96	\$	47.16	Per Ton Landfill fees
"F"	235.65	\$	47.16	Per Ton Landfill fees
"P"	198.92	\$	47.16	Per Ton Landfill fees

<u>DOB'S</u>	<u>Haul</u>	<u>Disposal (6 tons)</u>	<u>Sub-total</u>	<u>Del Charge</u>	<u>Total</u>
14 YARD (8' X 16' X 3')	221.90	282.96	\$504.86	52.38	\$557.24
25 YARD (8' X 18' X 5')	221.90	282.96	\$504.86	52.38	\$557.24

38 YARD (8' X 22' X 6')	221.90	282.96	\$504.86	52.38	\$557.24
<u>GREENS DOB:</u>	238.45	207.83	\$446.28	58.19	\$504.47
<u>SCRAP METAL DOB</u>	238.45	133.28	\$371.73	58.19	\$429.92
<u>CARDBOARD DOB</u>	238.45	0.00	\$238.45	58.19	\$296.64

STEAM CLEAN:	\$	33.66	Per hour
UNABLE TO SERVICE:	\$	79.81	
STANDBY TIME:	\$	3.13	Per minute
DOB DEL. CHARGE:	\$	52.38	(One time charge)
Container Rental	\$	3.74	Per day starting with the 8th day (temporary boxes)
	\$	3.74	Per day starting with the 13th day (permanent boxes 3 months or more)

DOB - MANIFESTED WASTE:

	<u>Haul</u>	<u>Disposal (6 tons)</u>	<u>Sub-total</u>	<u>Del Charge</u>	<u>Total</u>
14 YARD (8' X 16' X 3')	221.90	384.78	\$ 606.68	52.38 \$	659.06
25 YARD (8' X 18' X 5')	221.90	384.78	\$ 606.68	52.38 \$	659.06
38 YARD (8' X 22' X 6')	221.90	384.78	\$ 606.68	52.38 \$	659.06
MANIFEST FEE:			59.98		
SPECIAL HANDLING:			59.98		
PORTAL TO PORTAL CHARGE:			116.54	Per hour	

RECYCLE BIN RATES

		<u>1 x WK</u>	<u>2 x WK</u>	<u>3 x WK</u>	<u>4 x WK</u>	<u>5 x WK</u>
1 1/2 YARD	\$	42.93	\$ 88.93	\$ 134.91	\$ 180.92	\$ 226.90
3 YARD	\$	53.67	\$ 99.66	\$ 145.64	\$ 191.66	\$ 237.65
4 YARD	\$	68.98	\$ 114.99	\$ 160.98	\$ 206.98	\$ 252.98

EXTRA DUMP CHARGES FOR OFF-ROAD RECYCLING BINS

<u>1 1/2 YARD</u>	<u>3 YARD</u>	<u>4 YARD</u>
21.46	31.78	39.74

<u>95 GALS</u>	<u>Commercial Recycling Carts</u>	<u>SERVICE</u>	<u>RATE/MO OR FEE</u>
950T	Extra Dump		8.43 Fee
950N	Newspaper	1 X WK	19.18 Per month
950G	Glass	1 X WK	19.18 Per month
950P	Plastic & Aluminum	1 X WK	19.18 Per month
950GR	Green Waste	1 X WK	3.25 Per month Per Cart

COMPACTOR BIN FORMULA

Less bin rental	499.28 - \$18 =	\$	481.28
Divide by 4.333 weeks	\$ 481.28 / 4.333 =	\$	111.07
Divide by # of days pick up	\$ 111.07 / 6 =	\$	18.51
Multiply by 3 to 1 ratio	\$ 18.51 x 3 =	\$	55.53
Multiply by # of days pick up	\$ 55.53 x 6 =	\$	333.18
Multiply by 52 weeks	\$ 333.18 x 52 =	\$	17,325.36
Divide by 12 months	17,325.36 / 12 =	\$	1,443.78

COMPACTOR PER DUMP FORMULA

FOR EXTRA DUMPS

Rate less bin rental	105.68 - \$18 =	\$	87.68
Divide by 4.333	\$ 87.68 / 4.333	\$	20.24
Multiply by 3 to 1 ratio	\$ 20.24 x 3 =	\$	60.72
Add'l overhead labor cost			22.87
Total per dump		\$	<u>83.59</u>

COMPACTOR BOX RENTAL

Large Compactors \$ 139.76 Per month

ROLL OUT FEE SCHEDULE:

ANYTHING UNDER 25 FEET IS FREE; OVER IS \$.057 PER FOOT
 i.e. Roll out 100 ft @/Week is figured as follows:

Per Foot Charge		\$	0.057
Days Dumped Per Week (2)	100 ft - 25 ft = 75 ft x 2		150 feet
Weekly Charge	Weekly Charge	\$	8.55
Annual Charge	\$ 8.55 x 52 =	\$	444.60
Monthly Charge for Roll-Out 2X week	\$ 444.60 / 12 =	\$	37.05
Minimum charge /Month		\$	1.06

MISCELLANEOUS COMMERCIAL FEES

Locking Lids	\$ 6.09	Per Month
Balanced Lids	\$ 7.31	Per Month
Enclosure Cleaning	\$ 54.87	Minimum-subject to estimate
Brakes	\$ 60.96	1 time charge
Bar Locks	\$ 37.00	1 time charge
Extra Keys	\$ 1.82	each
Locks	\$ 18.89	each
Lock & Unlock Charge (Barlock Bins)	\$ 1.22	for each lock/unlock (x per wk service)

CONSUMER PRICE INDEX CALCULATION

CPI: 3.2766%

Last 12 month period for which statistics are available is the first half of 2016 compared to the first half of 2017 in the San Diego area

All Urban Consumers (all items), base period of 1982-84 = 100

Current CPI 281.561 (first half of 2017)
 Previous CPI 272.628 (first half of 2016)

Change 8.933 points
 Percentage change 3.2766%

Actual Percentage Rate Change 3.2766%

BASIC RESIDENTIAL RATE

Residential Rate Increase: 3.2766%

	<u>1/1/2017</u>	<u>Proposed Effective 1/1/2018</u>
Base	\$ 16.63	\$ 17.17
Franchise Fee	\$ 1.85	1.91
AB939	\$ 0.21	0.21
HHW	\$ 0.52	0.52
Total	\$ 19.21	\$ 19.81

MISCELLANEOUS

Bulk item	\$ 11.73	per item
Tires (under 17") Rim Diam.	\$ 3.51	/each
(17" - 23") Rim Diam.	\$ 14.08	/each
(Over 23") Rim Diam.	\$ 234.47	/each
Refrigerator, freezer, air conditioner	\$ 46.91	/each
Bags (under 25 lbs.)	\$ 1.18	/each

RESIDENTIAL RATE

Service 19.81 Per month

MOBILE HOME CURB SERVICE RATE

Service 19.81 Per month

ADDITIONAL CART

Trash \$ 4.10 Per additional cart (3 month minimum)
 Recycling 0.00 Per additional cart

AUTOMATED OVERAGE CHARGES

\$ 11.73 Trip charge
 \$ 1.19 Per bag

GREEN WASTE CART RENTAL \$ 3.19 additional 4th cart and above

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes for semiannual averages and percent changes for selected periods San Diego, CA (1982-84=100 unless otherwise noted)

Item and Group	Semiannual average indexes			Percent change to 1st half 2017 from-	
	1st half 2016	2nd half 2016	1st half 2017	1st half 2016	2nd half 2016
Expenditure category					
All items.....	272.628	276.837	281.561	3.3	1.7
All items (1967=100).....	921.839	936.069	952.043	-	-
Food and beverages.....	250.802	249.953	251.054	0.1	0.4
Food.....	247.966	247.261	248.274	0.1	0.4
Food at home.....	224.494	221.896	224.516	0.0	1.2
Food away from home.....	278.205	280.339	278.933	0.3	-0.5
Alcoholic beverages.....	271.582	269.043	271.156	-0.2	0.8
Housing.....	310.972	318.689	324.086	4.2	1.7
Shelter.....	350.446	359.328	366.122	4.5	1.9
Rent of primary residence.....	343.020	350.857	361.348	5.3	3.0
Owners' equiv. rent of residences(1).....	372.674	379.648	386.679	3.8	1.9
Owners' equiv. rent of primary residence(1).....	372.674	379.648	386.679	3.8	1.9
Fuels and utilities.....	284.088	297.785	307.267	8.2	3.2
Household energy.....	244.828	260.242	270.931	10.7	4.1
Energy services.....	240.003	256.076	266.827	11.2	4.2
Electricity.....	233.377	246.655	259.907	11.4	5.4
Utility (piped) gas service.....	185.479	204.947	204.875	10.5	0.0
Household furnishings and operations.....	183.793	184.004	181.619	-1.2	-1.3
Apparel.....	146.727	154.573	162.789	10.9	5.3
Transportation.....	205.418	205.124	213.765	4.1	4.2
Private transportation.....	196.071	196.296	205.400	4.8	4.6
Motor fuel.....	219.589	220.884	237.819	8.3	7.7
Gasoline (all types).....	219.773	220.989	237.910	8.3	7.7
Gasoline, unleaded regular(2).....	227.481	228.832	246.440	8.3	7.7
Gasoline, unleaded midgrade(2)(3).....	189.936	192.187	206.095	8.5	7.2
Gasoline, unleaded premium(2).....	225.955	226.391	243.429	7.7	7.5
Medical care.....	-	-	-	-	-
Recreation(4).....	149.835	155.012	156.316	4.3	0.8
Education and communication(4).....	145.529	145.421	143.358	-1.5	-1.4
Other goods and services.....	376.381	376.440	390.846	3.8	3.8
Commodity and service group					
All Items.....	272.628	276.837	281.561	3.3	1.7
Commodities.....	193.789	193.756	196.843	1.6	1.6
Commodities less food & beverages.....	163.718	164.100	168.180	2.7	2.5
Nondurables less food & beverages.....	182.225	185.256	192.748	5.8	4.0
Durables.....	145.336	142.460	142.441	-2.0	0.0
Services.....	342.113	350.117	356.289	4.1	1.8
Special aggregate indexes					
All items less medical care.....	264.169	268.293	273.132	3.4	1.8
All items less shelter.....	242.232	244.491	248.381	2.5	1.6
Commodities less food.....	168.454	168.727	172.749	2.5	2.4
Nondurables.....	216.911	218.079	222.520	2.6	2.0
Nondurables less food.....	189.833	192.515	199.708	5.2	3.7
Services less rent of shelter(1).....	350.633	357.854	363.498	3.7	1.6
Services less medical care services.....	330.490	338.590	344.987	4.4	1.9
Energy.....	225.813	232.520	246.783	9.3	6.1
All items less energy.....	278.406	282.473	286.556	2.9	1.4

Note: See footnotes at end of table.

San Diego County Franchise City Rates July 1,2017

Residential Rates	Base	Franchise	AB 939	Storm	HHW	Other		
<u>City</u>	<u>Rate</u>	<u>Fee</u>	<u>Fee</u>	<u>Water</u>	<u>Fee</u>	<u>\$</u>	<u>Total</u>	<u>Effective Date</u>
Carlsbad	\$15.91	\$1.67	\$0.00	\$3.46	\$0.00		\$21.04	Effective 7/1/17
Chula Vista - 64 gal	\$16.33	\$3.27	\$0.82	\$0.00	\$0.00		\$20.41	Effective 9/1/16
National City	\$16.36	\$1.67	\$0.57	\$0.00	\$0.00		\$18.60	Effective 7/1/17
Escondido (proposed)	\$17.17	\$1.91	\$0.21	\$0.00	\$0.52		\$19.81	Proposed 1/1/18
Oceanside	\$17.38	\$1.72	\$0.00	\$0.64	\$0.00	\$1.07	\$20.81	Effective 7/1/17
San Marcos	\$17.62	\$4.03	\$0.54	\$0.00	\$0.00		\$22.19	Effective 7/1/17
Del Mar	\$17.94	\$2.23	\$0.00	\$0.00	\$0.00	\$2.09	\$22.25	Effective 7/1/17
Santee	\$17.97	\$2.17	\$0.44	\$0.00	\$0.00		\$20.58	Effective 7/1/17
Lemon Grove	\$18.12	\$3.49	\$0.19	\$0.00	\$0.00		\$21.80	Effective 7/1/17
Coronado	\$18.33	\$0.00	\$1.38	\$0.00	\$0.00		\$19.71	Effective 7/1/17
Poway	\$18.35	\$2.04	\$1.20	\$0.00	\$0.00		\$21.59	Effective 7/1/17
Imperial Beach	\$18.75	\$10.54	\$0.00	\$0.00	\$0.00		\$29.29	Effective 7/1/17
La Mesa	\$18.80	\$0.80	\$0.62	\$0.00	\$0.11		\$20.33	Effective 7/1/17
Encinitas	\$18.98	\$1.00	\$0.21	\$0.00	\$0.00		\$20.19	Effective 8/1/17
Vista	\$19.00	\$2.11	\$0.07	\$0.00	\$0.00		\$21.18	Effective 7/1/17
El Cajon	\$19.03	\$3.47	\$0.61	\$0.00	\$0.00		\$23.11	Effective 7/1/17
Chula Vista - 96 gal	\$19.22	\$3.84	\$0.96	\$0.00	\$0.00		\$24.03	Effective 9/1/16
Solana Beach (WM)	\$19.92	\$1.61	\$0.00	\$2.64	\$0.00		\$24.17	Effective 7/1/17

Commercial Rates	Base	Franchise	AB 939	Storm	HHW	Other		
<u>City</u>	<u>Rate</u>	<u>Fee</u>	<u>Fee</u>	<u>Water</u>	<u>Fee</u>	<u>\$</u>	<u>Total</u>	<u>Effective Date</u>
Carlsbad	\$81.77	\$8.58	\$0.00	\$18.54	\$0.00		\$108.89	Effective 7/1/17
Oceanside	\$84.65	\$8.36	\$0.00	\$3.16	\$0.00	\$5.26	\$101.43	Effective 7/1/17
Santee	\$92.19	\$11.14	\$2.27	\$0.00	\$0.00		\$105.60	Effective 7/1/17
Escondido (Proposed)	\$92.78	\$10.31	\$0.21	\$0.00	\$0.52		\$103.82	Proposed 1/1/18
San Marcos	\$92.78	\$21.20	\$0.00	\$0.00	\$0.00		\$113.98	Effective 7/1/17
Chula Vista	\$92.98	\$18.60	\$4.65	\$0.00	\$0.00		\$116.22	Effective 7/1/17
La Mesa	\$94.99	\$3.93	\$4.12	\$0.00	\$0.59		\$103.63	Effective 7/1/17
Solana Beach (EDCO)	\$95.15	\$7.81	\$1.09	\$10.25	\$0.00		\$114.30	Effective 7/1/17
Encinitas	\$95.86	\$5.05	\$0.33	\$0.00	\$0.00		\$101.23	Effective 7/1/17
Del Mar	\$97.22	\$12.12	\$0.00	\$0.00	\$0.00	\$11.90	\$121.24	Effective 7/1/17
Lemon Grove	\$98.14	\$12.25	\$0.97	\$0.00	\$0.00		\$111.36	Effective 7/1/17
El Cajon	\$98.88	\$18.01	\$3.17	\$0.00	\$0.00		\$120.06	Effective 7/1/17
Poway	\$99.02	\$11.00	\$0.00	\$0.00	\$0.00		\$110.02	Effective 7/1/17
Imperial Beach	\$100.44	\$56.50	\$0.00	\$0.00	\$0.00		\$156.94	Effective 7/1/17
Coronado	\$101.42	\$0.00	\$7.67	\$0.00	\$0.00		\$109.09	Effective 7/1/17
Vista	\$103.09	\$11.45	\$0.00	\$0.00	\$0.00		\$114.54	Effective 7/1/17
National City	\$103.51	\$10.57	\$3.38	\$0.00	\$0.00		\$117.46	Effective 7/1/17

CITY COUNCIL STAFF REPORT

Consent Item No.6

November 15, 2017

File No. 0880-10

SUBJECT: Proposed Mills Act Contracts

DEPARTMENT: Community Development Department, Planning Division

RECOMMENDATIONS:

It is requested that the City Council:

1. Authorize entering into Mills Act Contracts for the nine properties listed below by adopting their associated Resolutions.
2. Approve the associated CEQA Exemptions for each property (Attachment "B").

APPLICANTS:

HP 17-0001: 700 South Juniper Street (Resolution No. 2017-141) for Mark A. and Julie A. Moore

HP 17-0002: 742 Sungold Way (Resolution No. 2017-142) for Kathy Lieber

HP 17-0004: 307 East 6th Avenue (Resolution No. 2017-144) for Todd A. and Emily E. Price

HP 17-0005: 1150 South Juniper Street (Resolution No. 2017-145) for Bret and Tennille L. E. Marshall

HP 17-0006: 625 South Juniper Street (Resolution No. 2017-146) for Larry J. Gonzales Revocable Trust

HP 17-0007: 152 East 11th Avenue (Resolution No. 2017-147) for Anthony Maccianti and Mary S. Cooper

HP 17-0008: 514 East 6th Avenue (Resolution No. 2017-148) for Sharon Lee Sanders Revocable Trust

HP 17-0009: 2630 Las Palmas (Resolution No. 2017-149) for Errol Cowan

HP 17-0010: 323 East 10th Avenue (Resolution No. 2017-150) for Jason and Allison Vandewarker

FISCAL ANALYSIS:

Approval of a Mills Act Contract would reduce the property tax to the homeowner, and proportionately reduce the City's share of property taxes. The annual tax revenue loss to the City is typically estimated to be less than \$200 for each property. The City has currently entered into 91 Mills Act contracts, which have cumulatively reduced the City share of property taxes by approximately \$21,600. Approval of the nine Mills Act contracts identified above would further reduce the City's share of property taxes by approximately \$1800.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

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

PREVIOUS ACTION:

The Historic Preservation Commission (HPC) voted unanimously to list the applicable structures on the City's Local Register of Historic Places and recommended approval of entering into Mills Act contracts with the owners of the subject properties on July 20, September 21 and October 19, 2017.

BACKGROUND:

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

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Bill Martin, Director of Community Development
11/8/2017 3:58 p.m.

Paul Bingham, Assistant Planner II
11/8/2017 3:58 p.m.

ATTACHMENTS:

1. Attachment A - HPC Staff Reports (HP17-0001, -0002, and -0004 through -0010)
2. Attachment B - CEQA Exemptions (HP17-0001, -0002, and -0004 through -0010)
3. Resolution No. 2017-141
4. Resolution No. 2017-141 – Exhibit A
5. Resolution No. 2017-142
6. Resolution No. 2017-142 – Exhibit A
7. Resolution No. 2017-144
8. Resolution No. 2017-144 – Exhibit A
9. Resolution No. 2017-145
10. Resolution No. 2017-145 – Exhibit A
11. Resolution No. 2017-146
12. Resolution No. 2017-146 – Exhibit A
13. Resolution No. 2017-147
14. Resolution No. 2017-147 – Exhibit A
15. Resolution No. 2017-148

Proposed Mills Act Contracts
November 15, 2017
Page 3

16. Resolution No. 2017-148 – Exhibit A
17. Resolution No. 2017-149
18. Resolution No. 2017-149 – Exhibit A
19. Resolution No. 2017-150
20. Resolution No. 2017-150 – Exhibit A



HISTORIC PRESERVATION COMMISSION

Agenda Item No.: H.1
Date: July 20, 2017

TO: Historic Preservation Commission

FROM: Paul Bingham, Assistant Planner II

REQUESTS: Residence addressed as 700 South Juniper Street (case number HP17-0001)

1. Mills Act contract request and
2. Consideration of the proposed CEQA exemption

RECOMMENDATION: Forward recommendation of approval to the City Council

BACKGROUND:

City of Escondido Historical/Cultural Resources Survey

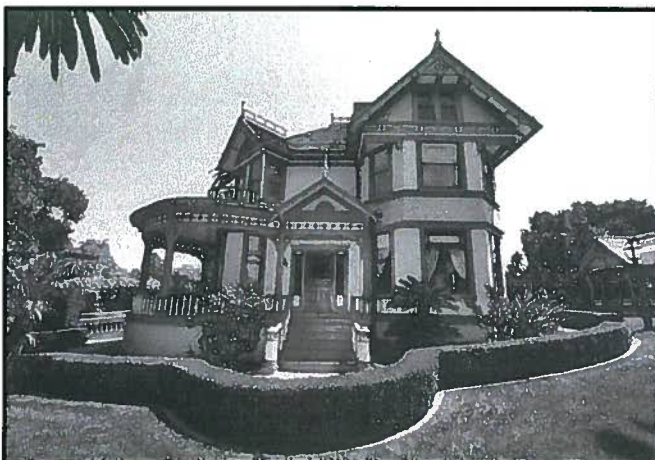
A City of Escondido Historical/Cultural Resources Survey was completed in 1990 (Agis, May 1990). Close to 1,000 resources were inventoried in the survey for their significance. The Survey of 1990 was conducted in compliance with procedures established by the U.S. Department of the Interior, National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

Local Register of Historic Places Listing

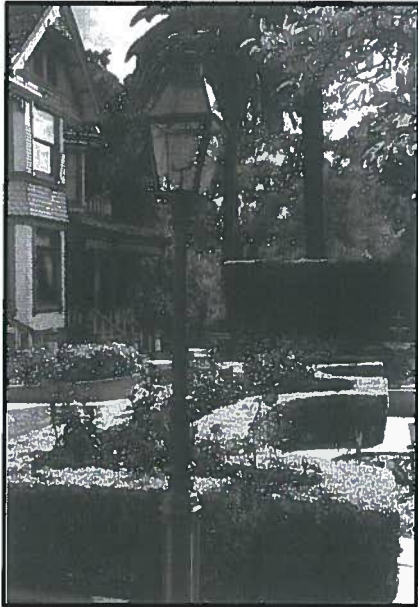
The subject property was approved for listing on the City's Local Register on April 7, 1992.

Mills Act Contract and Property Applying

The Mills Act is a state law that enables owners of designated historic properties to enter into a preservation contract with their local legislative body and receive a substantial reduction in the property taxes. One of the incentives for the preservation of historic and/or cultural resources, approved in 1989, allows property owners of designated historic resources to enter into a Mills Act contract with the City. Article 40 of the Escondido Zoning Code authorizes the property owner to apply for a Mills Act contract if the resource has been listed as a Local Register property. The current owner is requesting to enter into a Mills Act contract.



The subject property at 700 South Juniper Street (APN 233-410-0100) consists of .44 acre with an iconic two and one-half story Queen Anne Victorian residence built circa 1895 for Albert H. and Anna Beach sitting on a hilltop. It is most certainly the City's most elaborate Queen Anne. Roof gables facing in all four cardinal directions radiate from the main roof, itself complete with extensive ridge ornamentation and a widow's walk. A gate and formal stairs create a grand entrance from the corner of Juniper Street and Seventh Avenue diagonally up to the residence's main entrance and abundant circular front porch. The exterior is detailed across its entire surface by dentil trim, enclosed eaves, bayed windows,



intricately carved brackets and posts, corner-cut and round-cut wood shingles, double-hung wood sash windows, criss-cross frieze banding and complicated molding. The scheme of colors based on eggshell and teal is both appropriate and highly attractive, making this a true "Painted Lady." A large picture window topped by a transom rimmed in stained glass panes is centered on the first floor, only one of many stunning details to be appreciated from both the inside and the outside. Needless to say, the interior of the residence is exquisite, too. A garage, a garden shed, an ell-shaped covered patio, specimen trees and a formal garden share this Old Escondido Neighborhood historic district double lot. The garage off the alley was built in the 1940's and is simple compared to all of the other structures which predate it on the property. The main residence has been well maintained

over the years and has not been heavily altered. It remains a preeminently fine example in Escondido of its pre-1900 Queen Anne Victorian architecture.



ANALYSIS

Escondido Historical/Cultural Resources Survey

The applicant has conducted the required historic research and data collection, and has provided the information on the required format State Department of Parks and Recreation forms (see attached). The information provided by the applicant includes more complete historical background and descriptive analysis of the architectural style and will add to what is currently included in the City's survey.

Requirement for Listing on a Register of Historic Places

Because this resource was previously placed on the City's Local Register of Historic Places (and subsequently the National Register), this requirement has been satisfied.

Mills Act Contract

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

Respectfully Submitted,

Paul K. Bingham
Assistant Planner II

HISTORIC PRESERVATION COMMISSION

Agenda Item No.: H.2
Date: July 20, 2017

TO: Historic Preservation Commission

FROM: Paul Bingham, Assistant Planner II

REQUESTS: Residence addressed as 742 Sungold Way (case number HP17-0002)

1. Mills Act contract request and
2. Consideration of the proposed CEQA exemption

RECOMMENDATION: Forward recommendation of approval to the City Council

BACKGROUND:

City of Escondido Historical/Cultural Resources Survey

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

Local Register of Historic Places Listing

The subject property was approved for listing on the City's Local Register on March 10, 2004.

Mills Act Contract and Property Applying

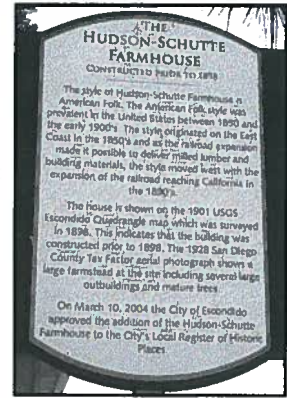
The Mills Act is a state law that enables owners of designated historic properties to enter into a preservation contract with their local legislative body and receive a substantial reduction in the property taxes. One of the incentives for the preservation of historic and/or cultural resources, approved in 1989, allows property owners of designated historic resources to enter into a Mills Act contract with the City. Article 40 of the Escondido Zoning Code authorizes the property owner to apply for a Mills Act contract if the resource has been listed as a Local Register property. The current owner is requesting to enter into a Mills Act contract.



The subject property is located in the Shea Homes Chaparral Ridge housing tract and addressed as 742 Sungold Way (APN 225-760-3000). It consists of .23 acre with the one story restored Hudson-Schutte farmhouse and a new detached rear garage. The farmhouse was constructed between 1896 and 1898 and originally located at 2602 East Washington Avenue. As part of the Mitigation Measures for the development of Tract 850, the farmhouse was relocated to a prominent corner of the development, renovated and restored, then offered for sale in 2008. The original Hudson-Schutte farmhouse with its screened porches, simple rectangular geometry and



vertical wood siding is indicative of American Folk style. This style started in the Eastern United States in the mid-1800's and eventually made its way westward with the railroad to California. The American Folk style was maintained as part of the property's exterior restoration. A new double garage incorporating similar materials and style was also built at the rear of the property. The developer has installed a permanent monument sign adjacent to



the public sidewalk summarizing the farmhouse's history.

ANALYSIS

Escondido Historical/Cultural Resources Survey

The developer hired Heritage Architecture & Planning who conducted the required historic research and data collection, and provided the information on the required State Department of Parks and Recreation form (see attached). The information provided by the consultant includes extensive historical background, photos and descriptive analysis of the architectural style in a 63-page HABS report on file in the Planning Division. This has added significantly to what was already in the City's 1990 Historic Sites Survey.

Requirement for Listing on a Register of Historic Places

Because this resource was previously placed on the City's Local Register, this requirement has been satisfied.

Mills Act Contract

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

Respectfully Submitted,

Paul K. Bingham
Assistant Planner II

HISTORIC PRESERVATION COMMISSION

Agenda Item No.: H.1
Date: October 19, 2017

TO: Historic Preservation Commission

FROM: Paul Bingham, Assistant Planner II

REQUESTS: Residence addressed as 307 East 6th Avenue (case number HP17-0004)

1. Mills Act contract request and
2. Consideration of the proposed CEQA exemption

RECOMMENDATION: Forward recommendation of approval to the City Council

BACKGROUND:

City of Escondido Historical/Cultural Resources Survey

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

Local Register of Historic Places Listing

The City of Escondido's zoning code Article 40 (Historical Resources), Section 33-794 identifies the process and criteria for listing historic structures on the City's Local Register. Requests for listing on the Local Register require approval by the Historic Preservation Commission at a public meeting. The historic resource is evaluated against seven criteria and must meet at least two of the seven. The subject property was placed on the Local Register May 5, 1992.

Mills Act Contract and Property Applying

The Mills Act is a state law that enables owners of designated historic properties to enter into a preservation contract with their local legislative body and receive a substantial reduction in the property taxes. One of the incentives for the preservation of historic and/or cultural resources, approved in 1989, allows property owners of designated historic resources to enter into a Mills Act contract with the City. City Council Resolution 92-409, adopted on October 28, 1992, clarified that a property owner may apply for a Mills Act contract if the resource has been listed as a Local Register property. The subject property was approved for listing on the City's Local Register on May 5, 1992. The current property owner is currently requesting to enter into a Mills Act contract.

The subject property at 307 East 6th Avenue (APN 233-283-0200) consists of a .14 acre lot with a single-story el-shaped Queen Anne cottage built circa 1889. There are indications that the house was moved to this lot from the neighboring lot on the southeast corner of South Juniper



Street and East 6th Avenue, although the City has no permit record of this move. A board-and-baton clad garage also exists in the rear off the alley. The main house with all of its Victorian ornamentation appears to have had no significant exterior alterations. Maintenance and repairs over the years appear to have been done in keeping with the Secretary of Interior Standards. Some of the original windows are painted shut, a problem which the current owners intend to address. (See attached List of Improvements.) Although the property was previously listed on the City's Local Register of Historic Places, the current owners have at the City's request supplied a complete chain of title to augment the original Local Register file (case 92-04-HP).

ANALYSIS

Escondido Historical/Cultural Resources Survey

The applicant has conducted the required historic research and data collection, and has provided the information on the required format State Department of Parks and Recreation forms (see attached). The information provided by the applicant, includes more complete historical background and descriptive analysis of the architectural style and will add substantially to what is currently included in the City's survey.

Local Register of Historic Places Listing

This resource was placed on the Local Register by previous Historic Preservation Commission and Council actions taken on or before May 5, 1992.

Mills Act Contract

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

Respectfully Submitted,



Paul K. Bingham
Assistant Planner II

HISTORIC PRESERVATION COMMISSION

Agenda Item No.: G.2
Date: September 21, 2017

TO: Historic Preservation Commission

FROM: Paul Bingham, Assistant Planner II

REQUESTS: Residence addressed as 1150 South Juniper Street (case number HP17-0005)

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

RECOMMENDATION: Forward recommendations of approval to the City Council

BACKGROUND:

City of Escondido Historical/Cultural Resources Survey

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

Local Register of Historic Places Listing

The Historic Preservation Ordinance No. 2000-23, Section 33-794-5 identifies a process and criteria for listing historic structures on the City's Local Register. Requests for listing on the Local Register require that both the Historic Preservation Commission and the City Council conduct a public hearing to consider the request. The historic resource is evaluated against seven criteria and must meet at least two of the seven.

Mills Act Contract and Property Applying

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

The subject property at 1150 South Juniper Street (APN 233-580-3100) consists of .147 acre with a single story Clapboard Cottage built circa 1915. The detached garage has matching clapboard. Included in the City's 1990 Historic Survey, the historian at the



time considered the house significant. The tin shed mentioned in that report no longer exists. The house is the first historic house visitors see entering the Old Escondido Neighborhood on Juniper, as it is the first of many on both sides of this main thoroughfare of the historic district. The subject lot was once part of the original 10.4 acres of the historic Katzenberger house located at 1006 South Juniper Street. The current owners desire to have the property at 1150 South Juniper Street included on the City's Local Register and to enter into a Mills Act contract for its continued preservation. The owners are proposing as part of their contract to do important repairs. (See attached list of improvements.) Staff recommends doing the most vital first, such as roof, windows, electrical, plumbing and exterior repainting.

ANALYSIS

Escondido Historical/Cultural Resources Survey

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

Local Register of Historic Places Listing

This request by the current owners, Bret & Tennille Marshall, is to consider placing this resource on the Local Register.

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

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

The existing one story Clapboard Cottage was built circa 1915 and is currently 102 years old.

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

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

Mills Act Contract

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

Respectfully Submitted,



Paul K. Bingham
Assistant Planner II

HISTORIC PRESERVATION COMMISSION

Agenda Item No.: G.3
Date: September 21, 2017

TO: Historic Preservation Commission

FROM: Paul Bingham, Assistant Planner II

REQUESTS: Residence addressed as 625 South Juniper Street (case number HP17-0006)

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

RECOMMENDATION: Forward recommendations of approval to the City Council

BACKGROUND:

City of Escondido Historical/Cultural Resources Survey

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

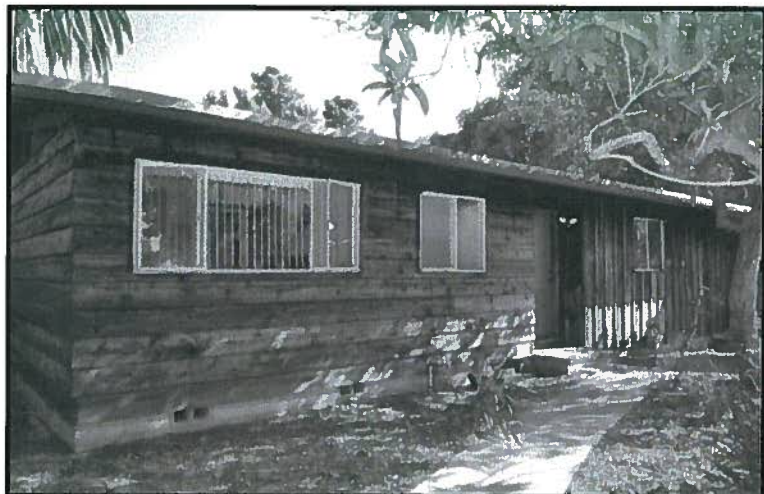
Local Register of Historic Places Listing

The Historic Preservation Ordinance No. 2000-23, Section 33-794-5 identifies a process and criteria for listing historic structures on the City's Local Register. Requests for listing on the Local Register require that both the Historic Preservation Commission and the City Council conduct a public hearing to consider the request. The historic resource is evaluated against seven criteria and must meet at least two of the seven.

Mills Act Contract and Property Applying

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

The subject property at 625 South Juniper Street (APN 233-272-1400) consists of .122 acre with a single story Joseph Eichler style Mid-Century Modern residence with various elevations of



stacked concrete block, stucco and cedar siding built in 1957. Very little, except the removal of two jalousie windows to accommodate a window air conditioner, has been done to alter the residence from its original appearance. An attached carport/garage includes a mechanic's floor pit built to accommodate the original owner's interest in restoring classic cars. This house was included in the 2017 Mother's Day Home Tour. The current owners desire to have the property included on the City's Local Register and to enter into a Mills Act contract for its continued preservation. The owners are proposing as part of their contract to do important repairs. (See attached list of improvements.)

ANALYSIS

Escondido Historical/Cultural Resources Survey

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

Local Register of Historic Places Listing

This request by the current owner, Larry Gonzales, is to consider placing this resource on the Local Register.

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

2. Escondido building that embodies distinguishing characteristics of an architectural type, specimen, or are representative of a recognized architect's work and are not substantially altered.

This residence is a unique, unaltered Mid-Century Modern built in the Joseph Eichler style with low A-framed roofs, vertical wood siding, post and beam construction, floor-to-ceiling windows looking out onto private outdoor rooms and an entry oriented away from the street.


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

The existing one story Mid-Century Modern residence was finished in 1957 and is currently 60 years old.

Mills Act Contract

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

Respectfully Submitted,



Paul K. Bingham
Assistant Planner II

HISTORIC PRESERVATION COMMISSION

Agenda Item No.: G.4
Date: September 21, 2017

TO: Historic Preservation Commission

FROM: Paul Bingham, Assistant Planner II

REQUESTS: Residence addressed as 152 East 11th Avenue (case number HP17-0007)

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

RECOMMENDATION: Forward recommendations of approval to the City Council

BACKGROUND:

City of Escondido Historical/Cultural Resources Survey

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

Local Register of Historic Places Listing

The Historic Preservation Ordinance No. 2000-23, Section 33-794-5 identifies a process and criteria for listing historic structures on the City's Local Register. Requests for listing on the Local Register require that both the Historic Preservation Commission and the City Council conduct a public hearing to consider the request. The historic resource is evaluated against seven criteria and must meet at least two of the seven.

Mills Act Contract and Property Applying

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

The subject property at 152 East 11th Avenue (APN 233-542-3000) consists of a .187 acre hilltop lot with a Craftsman Bungalow built in 1928 on a raised foundation and covered by clapboard siding. The original 2-bedroom house remains, but



the kitchen was expanded in the 1970's and a second story added in the back in the 1990's. A once detached garage behind the house has also been attached to the rear of the current house. Included in the City's 1990 Historic Survey, the historian at the time considered the house significant. The house was included in the 2008 Mother's Day Tour and further history regarding this property and its past owners are attached to this report. The current owners desire to have the property included on the City's Local Register and to enter into a Mills Act contract for its continued preservation. The owners are proposing as part of their contract to do important repairs. (See attached list of improvements.)

ANALYSIS

Escondido Historical/Cultural Resources Survey

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

Local Register of Historic Places Listing

This request by the current owners, Tony Maccianti & Susannah Cooper, is to consider placing this resource on the Local Register.

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

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

The existing one story Craftsman Bungalow was built circa 1928 and is currently 89 years old.

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

This residence is the last of three which the original owner, Koerner Rombauer, a local woodworker and lumberman, built on this street.

Mills Act Contract

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

Respectfully Submitted,



Paul K. Bingham
Assistant Planner II

HISTORIC PRESERVATION COMMISSION

Agenda Item No.: G.5
Date: September 21, 2017

TO: Historic Preservation Commission

FROM: Paul Bingham, Assistant Planner II

REQUESTS: Residence addressed as 514 East 6th Avenue (case number HP17-0008)

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

RECOMMENDATION: Forward recommendations of approval to the City Council

BACKGROUND:

City of Escondido Historical/Cultural Resources Survey

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

Local Register of Historic Places Listing

The Historic Preservation Ordinance No. 2000-23, Section 33-794-5 identifies a process and criteria for listing historic structures on the City's Local Register. Requests for listing on the Local Register require that both the Historic Preservation Commission and the City Council conduct a public hearing to consider the request. The historic resource is evaluated against seven criteria and must meet at least two of the seven.

Mills Act Contract and Property Applying

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

The subject property at 514 East 6th Avenue (APN 233-291-1000) consists of .159 acre with a 1048 SF single story Colonial Revival residence with clapboard siding and a hip roof built sometime between 1910 and 1920. The



detached side-loading garage off the alley has similar siding to the main house but has a simple gable roof. It may have been built sometime after the main house, but prior to 1960 when the City permitted an 8'x16' shed roof addition to the south side of the garage. Included in the City's 1990 Historic Survey, the historian at the time considered the house significant. The current owner desires to have the property included on the City's Local Register and to enter into a Mills Act contract for its continued preservation.

ANALYSIS

Escondido Historical/Cultural Resources Survey

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

Local Register of Historic Places Listing

This request by the current owner, Sharon Lee Sanders, is to consider placing this resource on the Local Register.

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

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

The existing one story Colonial Revival residence was built between 1910 and 1920 and is currently over 96 years old.

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

This residence is one of several historic properties on the north side of East 6th Avenue which are either in the City's Historic Survey or have already been listed on the City's Local Register.

Mills Act Contract

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

Respectfully Submitted,



Paul K. Bingham
Assistant Planner II

HISTORIC PRESERVATION COMMISSION

Agenda Item No.: H.2
Date: October 19, 2017

TO: Historic Preservation Commission

FROM: Paul Bingham, Assistant Planner II

REQUESTS: Residence addressed as 2630 Las Palmas Avenue (case number HP17-0009)

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

RECOMMENDATION: Forward recommendations of approval to the City Council

BACKGROUND:

City of Escondido Historical/Cultural Resources Survey

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

Local Register of Historic Places Listing

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

Mills Act Contract and Property Applying

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

The subject property at 2630 Las Palmas Avenue (APN 238-160-4200) consists of 1.1 acres with a 3,364 SF whitewashed one story California Ranch Adobe residence and 620 SF attached carport completed in 1956. The residence includes four bedrooms, five bathrooms, a maid's room and two lanai rooms and was designed and built as part of L.R. Green's "Homeland Acres" subdivision by Weir



Brothers Adobe Company. With the CC&Rs requiring all residential construction be of adobe, the neighborhood has since become known as "Adobe Hills." The home was constructed using oversized 12" wide adobe blocks measuring 12" to 18" long and weighing 90 or more pounds each. Las Palmas Avenue was the tract's primary entrance and originally lined with palm trees. Eighteen of those original palms remain along the frontage of the subject property. The property's first resident was L.R. Green's daughter Mildreth Von Klein Smidt. In 1960 Ocsar and Agatha Seltzer moved in. Mr. Seltzer was a co-founder of nationally known *Roller Derby*. In 1977 Robert & Johana Maloney bought the house. Robert was a famous plastic surgeon. According to neighbors, Dr. Maloney let Hollywood stars recuperate at the residence. A swimming pool and external bathroom were added to the property in 1962. The 120' long main residence is much as was when built in 1956, although in the 1970's the highly flammable shake roof was replaced with barrel tiles. It still retains its original knotty pine ceilings and cabinetry inside, the original crank-out window frames and glass, and the exterior walkways and stairs paved with used brick scavenged from the old Escondido High School demolished in the 1980's. The current owner desires to have the property included on the City's Local Register and to enter into a Mills Act contract for its continued preservation.

ANALYSIS

Escondido Historical/Cultural Resources Survey

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

Local Register of Historic Places Listing

This request by the current owner, Errol Cowan, is to consider placing this resource on the Local Register.

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

1. Escondido historical resources that are strongly identified with a person or persons who significantly contributed to the culture, history or development of the City of Escondido, region, state or nation.

The existing property is identified with several important figures including L.R. Green, the Weir brothers, Oscar Seltzer and Dr. Robert Maloney.

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

The existing one story California Ranch Adobe residence was built in 1956 and is currently 61 years old.

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

This residence is one of a cluster of historic adobe properties within the original L.R. Green "Homeland Acres" subdivision, several of which have already been listed on the City's Local Register.

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

This is a large, intact Weir Brothers adobe residence. California seismic building codes will no longer allow construction of this type of structure.

Mills Act Contract

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

Respectfully Submitted,


Paul K. Bingham
Assistant Planner II

HISTORIC PRESERVATION COMMISSION

Agenda Item No.: H.6
Date: October 19, 2017

TO: Historic Preservation Commission
FROM: Paul Bingham, Assistant Planner II
REQUESTS: Residence addressed as 323 East 10th Avenue (case number HP17-0010)

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

RECOMMENDATION: Forward recommendations of approval to the City Council

BACKGROUND:

City of Escondido Historical/Cultural Resources Survey

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

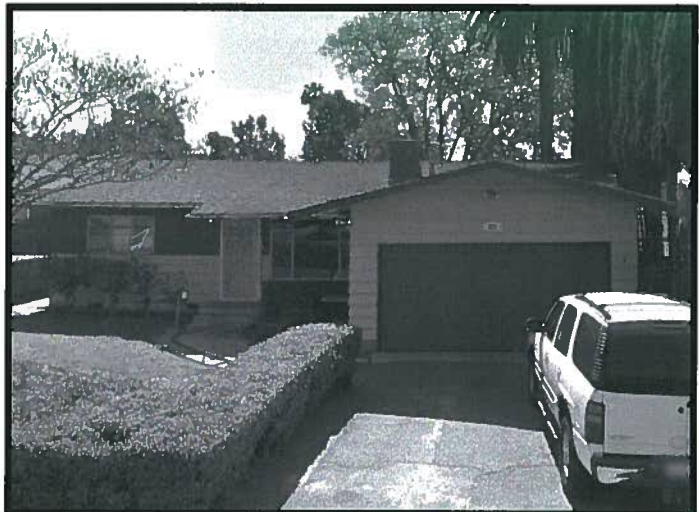
Local Register of Historic Places Listing

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

Mills Act Contract and Property Applying

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

The subject property at 323 East 10th Avenue (APN 233-580-5000) consists of 0.197 acre with a one story Suburban Mid-Century Ranch residence built as part of the City's "Hooper Tract" and completed in 1958. The residence



is immediately adjacent to the Original Hooper Farm House, a Local Register and Mills Act property from which the original Hooper Tract subdivision was formed. The subject dwelling is clad in stucco and highly dimensional horizontal siding, has a central brick chimney and includes an attached double garage facing the street; a new design concept at the time which has now become commonplace for single family homes. The house is 1412 SF in size with three bedrooms and two baths. With its wide eaves, gabled roof and remaining original metal-framed crank windows, this house on its raised foundation has not been heavily altered and is substantially as it was when first built by the Hooper Addition company in 1958. The current owner desires to have the property included on the City's Local Register and to enter into a Mills Act contract for its continued preservation.

ANALYSIS

Escondido Historical/Cultural Resources Survey

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

Local Register of Historic Places Listing

This request by the current owners, Jason and Allison Vandewarker, is to consider placing this resource on the Local Register.

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

2. Escondido building or buildings that embody distinguishing characteristics of an architectural type, specimen, or are representative of a recognized architect's work and are not substantially altered.

This residence has not been substantially altered from when it was originally completed by the Hooper Additions company in 1958 as part of the "Hooper Tract."

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

The existing one story Suburban Ranch residence was built in 1958 and is currently 59 years old.

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

This residence is one of a cluster of historic properties within the original Hooper subdivision, several of which have already been listed on the City's Local Register.

Mills Act Contract

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

Respectfully Submitted,



Paul K. Bingham
Assistant Planner II



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

Notice of Exemption

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

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

Project Title/Case No.: HP 17-0001

Project Location - specific: Addressed as 700 South Juniper Street (APN 233-410-0100), located on the southeast corner of Juniper Street and Seventh Avenue.

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

Description of Project:

To approve a Mills Act contract for the 0.44-acre subject property which is already on National Register of Historic Places in the R-1-6 (Single-Family Residential, 6,000 SF minimum lot size) zone, located in the U1 (Urban I) designation of the General Plan.

Name of Public Agency Approving Project: City of Escondido

Name of Person or Agency Carrying Out Project:

Names: Julie Anne Moore
Address: 700 South Juniper Street, Escondido, CA 92025

Telephone: (760) 270-3700

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

Exempt Status:

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

Reasons why project is exempt:

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

Lead Agency Contact Person: Paul K. Bingham

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

Signature: Paul K. Bingham
Assistant Planner II

9-12-17
Date

Signed by Lead Agency
 Signed by Applicant

Date received for filing at OPR:



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

Notice of Exemption

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

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

Project Title/Case No.: HP 17-0002

Project Location - specific: Addressed as 742 Sungold Way (APN 225-760-3000), located on the northeast corner of Sungold Way and Minneola Lane.

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

Description of Project:

To approve a Mills Act contract for the 0.23-acre subject property which is already on Local Register of Historic Places in the R-1-10 (Single-Family Residential, 10,000 SF minimum lot size) zone, located in the U1 (Urban I) designation of the General Plan.

Name of Public Agency Approving Project: City of Escondido

Name of Person or Agency Carrying Out Project:

Names: Kathy Lieber

Telephone: (858) 722-5109

Address: 742 Sungold Way, Escondido, CA 92027

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

Exempt Status:

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

Reasons why project is exempt:

1. The project is within the R-1-10 zone and the U1 designation of the General Plan and no variances are required.
2. The project will be consistent with the Secretary of Interior's Standards for the Treatment of Historic Properties with guidelines for preserving, rehabilitating, restoring and reconstructing historic buildings.
3. The project will not be limited by the factors in section 15300.2 and will not adversely change the significance of a historical resource.

Lead Agency Contact Person: Paul K. Bingham

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

Signature: Paul K. Bingham
Assistant Planner II

7-19-17
Date

Signed by Lead Agency
 Signed by Applicant

Date received for filing at OPR:



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

Notice of Exemption

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

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

Project Title/Case No.: HP 17-0004

Project Location - specific: Addressed as 307 East 6th Avenue (APN 233-283-0200), located on the south side of East 6th Avenue between South Juniper and South Hickory Streets.

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

Description of Project:

To approve a Mills Act contract for the 0.14 acre subject property in the R-1-6 (Single-Family Residential, 6,000 SF minimum lot size) zone, located in the U1 (Urban I) designation of the General Plan.

Name of Public Agency Approving Project: City of Escondido

Name of Persons or Agency Carrying Out Project:

Names: Todd & Emily Price

Telephone: (760) 583-4554

Address: 307 East 6th Avenue, Escondido, CA 92025

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

Exempt Status:

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

Reasons why project is exempt:

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

Lead Agency Contact Person: Paul K. Bingham

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

Signature: Paul K. Bingham
Assistant Planner II

Sept. 12, 2017
Date

Signed by Lead Agency

Date received for filing at OPR:

Signed by Applicant



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

Notice of Exemption

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

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

Project Title/Case No.: HP 17-0005

Project Location - specific: Addressed as 1150 South Juniper Street (APN 233-580-3100), located on the east side of South Juniper Street between East 11th Avenue and South Chestnut Street.

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

Description of Project:

To approve the Local Register listing and a Mills Act contract for the 0.147-acre subject property in the R-1-6 (Single-Family Residential, 6,000 SF minimum lot size) zone, located in the U1 (Urban I) designation of the General Plan.

Name of Public Agency Approving Project: City of Escondido

Name of Persons or Agency Carrying Out Project:

Names: Bret & Tennille Marshall

Telephone: (858) 663-5997

Address: 1150 South Juniper Street, Escondido, CA 92025

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

Exempt Status:

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

Reasons why project is exempt:

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

Lead Agency Contact Person: Paul K. Bingham

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

Signature: Paul K. Bingham
 Assistant Planner II

Sept. 12, 2017
 Date

Signed by Lead Agency

Date received for filing at OPR:

Signed by Applicant



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

Notice of Exemption

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

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

Project Title/Case No.: HP 17-000

Project Location - specific: Addressed as 625 South Juniper Street (APN 233-272-1400), located on the west side of South Juniper Street between East 6th and 7th Avenues.

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

Description of Project:

To approve the Local Register listing and a Mills Act contract for the 0.122-acre subject property in the R-1-6 (Single-Family Residential, 6,000 SF minimum lot size) zone, located in the U1 (Urban I) designation of the General Plan.

Name of Public Agency Approving Project: City of Escondido

Name of Persons or Agency Carrying Out Project:

Name: Larry Gonzales

Telephone: (619) 244-8338

Address: 625 South Juniper Street, Escondido, CA 92025

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

Exempt Status:

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

Reasons why project is exempt:

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

Lead Agency Contact Person: Paul K. Bingham

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

Signature: Paul K. Bingham
 Assistant Planner II

Sept. 12, 2017
 Date

Signed by Lead Agency
 Signed by Applicant

Date received for filing at OPR:



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

Notice of Exemption

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

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

Project Title/Case No.: HP 17-0007

Project Location - specific: Addressed as 152 East 11th Avenue (APN 233-542-3000), located on the north side of East 11th Avenue between South Broadway and South Juniper Street.

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

Description of Project:

To approve the Local Register listing and a Mills Act contract for the 0.187-acre subject property in the R-1-6 (Single-Family Residential, 6,000 SF minimum lot size) zone, located in the U1 (Urban I) designation of the General Plan.

Name of Public Agency Approving Project: City of Escondido

Name of Persons or Agency Carrying Out Project:

Names: Tony Maccianti and Susannah Cooper
Address: 152 East 11th Avenue, Escondido, CA 92025

Telephones: (760) 975-3598, (858) 790-5856

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

Exempt Status:

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

Reasons why project is exempt:

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

Lead Agency Contact Person: Paul K. Bingham

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

Signature: Paul K. Bingham
Assistant Planner

Sept. 12, '17
Date

Signed by Lead Agency

Date received for filing at OPR:

Signed by Applicant



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

Notice of Exemption

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

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

Project Title/Case No.: HP 17-0008

Project Location - specific: Addressed as 514 East 6th Avenue (APN 233-291-1000), located on the north side of East 6th Avenue between South Hickory and South Grape Streets.

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

Description of Project:

To approve the Local Register listing and a Mills Act contract for the 0.159-acre subject property in the R-1-6 (Single-Family Residential, 6,000 SF minimum lot size) zone, located in the U1 (Urban I) designation of the General Plan.

Name of Public Agency Approving Project: City of Escondido

Name of Persons or Agency Carrying Out Project:

Name: Sharon Lee Sanders
 Address: 514 East 6th Avenue, Escondido, CA 92025

Telephone: (760) 807-7196

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

Exempt Status:

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

Reasons why project is exempt:

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

Lead Agency Contact Person: Paul K. Bingham

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

Signature: Paul K. Bingham
 Assistant Planner

September 11, 2017
 Date

Signed by Lead Agency

Date received for filing at OPR:

Signed by Applicant



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

Notice of Exemption

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

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

Project Title/Case No.: HP 17-0009

Project Location - specific: Addressed as 2630 Las Palmas Avenue (APN 238-160-4200), located on the east side of Las Palmas Avenue just south of Cranston Drive.

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

Description of Project:

To approve the Local Register listing and a Mills Act contract for the 1.1 acres subject property in the RE-30 (Residential Estates, 30,000 SF minimum lot size) zone, located in the E2 (Estate II) designation of the General Plan.

Name of Public Agency Approving Project: City of Escondido

Name of Persons or Agency Carrying Out Project:

Name: Errol Cowan

Telephone: (760) 906-1966

Address: 2630 Las Palmas Avenue, Escondido, CA 92025

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

Exempt Status:

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

Reasons why project is exempt:

1. The project is within the RE-30 zone and the E2 designation of the General Plan and no variances are required.
2. The project will be consistent with the Secretary of Interior's Standards for the Treatment of Historic Properties with guidelines for preserving, rehabilitating, restoring and reconstructing historic buildings.
3. The project will not be limited by the factors in section 15300.2 and will not adversely change the significance of a historical resource.

Lead Agency Contact Person: Paul K. Bingham

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

Signature: Paul K. Bingham
Assistant Planner II

10-11-17
Date

Signed by Lead Agency

Date received for filing at OPR:

Signed by Applicant



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

Notice of Exemption

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

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

Project Title/Case No.: HP 17-0010

Project Location - specific: Addressed as 323 East 10th Avenue (APN 233-580-5000), located on the south side of East 10th Avenue just east of South Juniper Street.

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

Description of Project:

To approve the Local Register listing and a Mills Act contract for the 0.197-acre subject property in the R-1-6 (Single-Family Residential, 6,000 SF minimum lot size) zone, located in the U1 (Urban I) designation of the General Plan.

Name of Public Agency Approving Project: City of Escondido

Name of Persons or Agency Carrying Out Project:

Names: Jason & Allison Vandewarker
 Address: 323 East 10th Avenue, Escondido, CA 92025

Telephone: (760) 317-7162

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

Exempt Status:

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

Reasons why project is exempt:

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

Lead Agency Contact Person: Paul K. Bingham

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

Signature: Paul K. Bingham
 Assistant Planner II

October 11, 2017
 Date

Signed by Lead Agency
 Signed by Applicant

Date received for filing at OPR:

RESOLUTION NO. 2017-141

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A MILLS ACT CONTRACT, ALSO KNOWN AS AN HISTORIC PROPERTY PRESERVATION AGREEMENT, WITH MARK A. MOORE AND JULIE ANNE MOORE FOR THE LOCAL REGISTER LISTED PROPERTY LOCATED AT 700 SOUTH JUNIPER STREET

(CASE NO. HP 17-0001)

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

WHEREAS, Mark A. Moore and Julie Anne Moore have submitted a request to enter into a Historic Property Preservation Agreement (“Agreement”) with the City for property located at 700 South Juniper Street (APN 233-410-0100); and

WHEREAS, this property qualifies for a Mills Act Contract since it was listed in the City’s Local Register of Historic Resources on April 7, 1992; and

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

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

1. That the above recitations are true.
2. That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City, an Agreement with Mark A. Moore and Julie Anne Moore for the property located at 700 South Juniper Street. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.

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

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

HP 17-0001

THIS SPACE FOR RECORDER'S USE ONLY

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement is made and entered into by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter referred to as "the CITY") and Mark A. Moore and Julie Anne Moore (hereinafter referred to as "the OWNERS").

Recitals

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

Agreement

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

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

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

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

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

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

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

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

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

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

_____ OWNERS' INITIALS

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

_____ OWNERS' INITIALS

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

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

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

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

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

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

_____ **OWNERS' INITIALS**

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

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

_____ **OWNERS' INITIALS**

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

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

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

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

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

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

_____ OWNERS' INITIALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNERS: Mark A. & Julie Anne Moore
700 South Juniper Street
Escondido, CA 92025

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

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

(Remainder of page left intentionally blank.)

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

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

CITY OF ESCONDIDO

Dated: _____

By: _____

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

Dated: _____

By: _____

Diane Halverson, City Clerk
(This signature must be notarized.)

OWNERS

Dated: _____

By: _____

Mark A. Moore
(This signature must be notarized.)

Dated: _____

By: _____

Julie Anne Moore
(This signature must be notarized.)

APPROVED AS TO FORM:

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

By: _____

ATTACHMENT "A"

LEGAL DESCRIPTION

The following describes real property in the City of Escondido, County of San Diego, State of CALIFORNIA:

Lots 22, 23 and 24 of STANLEY HEIGHTS ADDITION TO ESCONDIDO, according to Map thereof No. 245, filed in the office of the County Recorder of San Diego County.

Commonly known as: 700 South Juniper Street, Escondido, CA 92025

APN: 233-410-01-00

ATTACHMENT "B"

Mills Act Application

List of Improvements

Property Address: 700 South Juniper Street

Property Owners: Mark A. and Julie Anne Moore

1. Repair existing gas lamps (planned)
2. Repair retaining wall facing Juniper Street (planned)
3. Repair/repaint house siding and trim as needed (planned)
4. Replace existing gas water heater with an electric water heater (planned)
5. Repair willow arbor (planned)
6. Repaint gazebo (planned)
7. Relandscape around perimeter of house with less water-intensive plantings (planned)
8. Reconfigure sprinkler system away from house's fish scale skirting to avoid dry rot (planned)
9. Repair windows and window sills as needed (planned)
10. Reroof house (planned)
11. General repairs to structures and grounds as needed (planned)

RESOLUTION NO. 2017-142

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A MILLS ACT CONTRACT, ALSO KNOWN AS AN HISTORIC PROPERTY PRESERVATION AGREEMENT, WITH KATHY LIEBER FOR THE LOCAL REGISTER LISTED PROPERTY LOCATED AT 742 SUNGOLD WAY

(CASE NO. HP 17-0002)

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

WHEREAS, Kathy Lieber has submitted a request to enter into a Historic Property Preservation Agreement (“Agreement”) with the City for property located at 742 Sungold Way (APN 225-760-3000); and

WHEREAS, this property qualifies for a Mills Act Contract since it was listed in the City’s Local Register of Historic Resources on March 10, 2004; and

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

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

1. That the above recitations are true.

2. That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City, an Agreement with Kathy Lieber for the property located at 742 Sungold Way. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

HP 17-0002

Resolution No. 2017-142
Exhibit A
Page 1 of 11

THIS SPACE FOR RECORDER'S USE ONLY

HISTORIC PROPERTY PRESERVATION AGREEMENT

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

Recitals

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

Agreement

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

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

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

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

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

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

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

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

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

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

_____ OWNER'S INITIALS

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

_____ OWNER'S INITIALS

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

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

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

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

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

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

_____ **OWNER'S INITIALS**

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

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

_____ **OWNER'S INITIALS**

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

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

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

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

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

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

_____ **OWNER'S INITIALS**

14. Remedy If Agreement Not An Enforceable Restriction. In the event it is finally determined by a court of competent jurisdiction that this Agreement does not constitute an enforceable restriction within the meaning of the applicable provisions of the California Government Code and the California Revenue and Taxation Code, except for an unenforceability arising from the cancellation or nonrenewal of this Agreement, for any tax year during the life of this Agreement, then this Agreement shall be null and void and without further effect and the PROPERTY shall from that time forward be free from any restriction whatsoever under this Agreement without any payment or further act by the parties.
15. Condemnation Proceedings. If condemnation proceedings are filed against the PROPERTY, or if the PROPERTY is acquired by a public agency in lieu of condemnation proceedings, this Agreement shall be null and void. If the condemnation proceedings are subsequently abandoned or the acquisition rescinded, this Agreement shall be reactivated retroactively and shall be in full force and effect without the need for any further act by the parties.
16. Destruction of Property; Eminent Domain. If the PROPERTY is destroyed by fire or other natural disaster such that in the opinion of the CITY the historic value of the structure has been lost and a majority of the structure must be replaced, this Agreement will be cancelled. If the PROPERTY is acquired in whole or in part by eminent domain or other acquisition by an entity authorized to exercise the power of eminent domain, and the acquisition is determined by the CITY to frustrate the purpose of the Agreement, this Agreement shall be cancelled. No cancellation fee as set forth in Paragraph 10 above and pursuant to California Government Code sections 50280 et seq. shall be imposed if the Agreement is cancelled pursuant to this Paragraph.
17. Entire Agreement. This instrument and its attachments constitute the entire agreement between the parties. The parties shall not be bound by any terms, conditions, statements, or representations, oral or written, not contained in this Agreement. Each party hereby acknowledges that in executing this Agreement, the party has not been induced, persuaded, or motivated by any promise or representation made by the other parties, unless expressly set forth in this Agreement. All previous negotiations, statements, and preliminary instruments by the parties or their representatives are merged in this instrument and are of no force and effect.
18. Attorney's Fees. In the event legal proceedings are brought by any party or parties hereto, to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover its

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

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

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

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

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

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

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

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

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

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

OWNER: Kathy Lieber
742 Sungold Way
Escondido, CA 92027

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

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

(Remainder of page left intentionally blank.)

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

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

CITY OF ESCONDIDO

Dated: _____

By: _____

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

Dated: _____

By: _____

Diane Halverson, City Clerk
(This signature must be notarized.)

OWNER

Dated: _____

By: _____

Kathy Lieber
(This signature must be notarized.)

APPROVED AS TO FORM:

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

By: _____

ATTACHMENT "A"

LEGAL DESCRIPTION

The following describes real property in the City of Escondido, County of San Diego, State of CALIFORNIA:

Lot 30 of Escondido Tract No. 850, in the City of Escondido, County of San Diego, State of California, according to Map thereof No. 15155, filed with the County Recorder of San Diego County, California on October 25, 2005.

Commonly known as: 742 Sungold Way, Escondido, CA 92027

APN: 225-760-30-00

ATTACHMENT "B"

Mills Act Application

List of Improvements

Property Address: 742 Sungold Way

Property Owner: Kathy Lieber

1. Attach two unattached foundation piers to house subfloor (planned)
2. Remove lawn and relocate sprinkler heads away from house edges (planned)
3. Regrade adjacent to house to improve drainage away from the foundation (planned)
4. Install French drain system on east (rear) portion of the lot (planned)
5. Install French drain system on south (street side yard) portion of the lot (planned)
6. Relandscape where regrading and drain systems are installed (planned)
7. Replace (3) window screens and (1) door screen on the front screened porch (planned)
8. Replace (17) window screens and (1) door screen on the rear and side wrap-around porches (planned)
9. Replace front screened porch flat roofing (planned)
10. Replace rear and side wrap-around screened porch flat roofing (planned)
11. Repaint exterior of the house with a fire retardant paint in the original colors (planned)

RESOLUTION NO. 2017-144

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A MILLS ACT CONTRACT, ALSO KNOWN AS AN HISTORIC PROPERTY PRESERVATION AGREEMENT, WITH TODD A. PRICE AND EMILY E. PRICE FOR THE LOCAL REGISTER LISTED PROPERTY LOCATED AT 307 EAST SIXTH AVENUE

(CASE NO. HP 17-0004)

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

WHEREAS, Todd A. Price and Emily E. Price have submitted a request to enter into a Historic Property Preservation Agreement (“Agreement”) with the City for property located at 307 East Sixth Avenue (APN 233-283-0200); and

WHEREAS, this property qualifies for a Mills Act Contract since it was listed in the City’s Local Register of Historic Resources on May 5, 1992; and

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

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

1. That the above recitations are true.
2. That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City, an Agreement with Todd A. Price and Emily E. Price for the property located at 307 East Sixth Avenue. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.

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

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

HP 17-0004

Resolution No. 2017-144
Exhibit A
Page 1 of 11

THIS SPACE FOR RECORDER'S USE ONLY

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement is made and entered into by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter referred to as "the CITY") and Todd A. Price and Emily E. Price (hereinafter referred to as "the OWNERS").

Recitals

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

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

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

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

Agreement

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

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

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

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

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

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

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

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

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

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

_____ OWNERS' INITIALS

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

_____ OWNERS' INITIALS

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

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

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

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

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

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

_____ **OWNERS' INITIALS**

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

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

_____ **OWNERS' INITIALS**

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

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

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

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

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

_____ OWNERS' INITIALS

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

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

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

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

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

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

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

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

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

OWNERS: Todd A. & Emily E. Price
307 East Sixth Avenue
Escondido, CA 92025

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

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

(Remainder of page left intentionally blank.)

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

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

CITY OF ESCONDIDO

Dated: _____

By: _____

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

Dated: _____

By: _____

Diane Halverson, City Clerk
(This signature must be notarized.)

OWNERS

Dated: _____

By: _____

Todd A. Price
(This signature must be notarized.)

Dated: _____

By: _____

Emily E. Price
(This signature must be notarized.)

APPROVED AS TO FORM:

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

By: _____

ATTACHMENT "A"

LEGAL DESCRIPTION

The land hereinafter referred to is situated in the City of Escondido, County of San Diego, State of CA, and is described as follows:

That portion of the resurvey of Block "J" of Escondido, in the City of Escondido, County of San Diego, State of California, according to Map thereof No. 722, filed in the office of the County Recorder of San Diego County, August 13, 1892, described as follows:

Beginning at a point in the Northwestern line of said Block "J", distant South 69 degrees 41 minutes 15 seconds West 399.40 feet from the most Northerly corner of said Block "J"; thence along said Northwestern line South 69 degrees 41 minutes 15 seconds West 129.37 feet to the most Westerly corner of said Block "J"; thence along the Southwesterly line of said Block "J", South 30 degrees 45 minutes 30 seconds East 137.41 feet to the Northwestern line of the alley in said Block "J"; thence along the Northwestern line of said alley, North 64 degrees 39 minutes 40 seconds East 104.71 feet to intersection with a line which bears South 20 degrees 13 minutes 30 seconds East from the point of beginning; thence North 20 degrees 13 minutes 30 seconds West 125.69 feet to the point of beginning.

Excepting from said portion of Block "J", that portion lying within Lot 21 as shown on said Map No. 722.

Except therefrom all oil, gas, minerals and other hydrocarbon substances, lying below a depth of 500 feet, without the right of surface entry.

APN: 233-238-02-00

ATTACHMENT "B"

Mills Act Application

List of Improvements

Property Address: 307 East 6th Avenue

Property Owners: Todd A. & Emily E. Price

1. Repaint main house and garage with period-appropriate colors (completed)
2. Reroof of main house with period-appropriate shingles, including removal of all old materials (completed)
3. Trimming of front palms (completed)
4. Upgrade and underground overhead wires to main house (completed)
5. Repair sagging front porch redwood deck (completed)
6. Repair/replace knobs and inner workings of original exterior doors (in process)
7. Repair all exterior door hinges (planned)
8. Repair/repaint all inoperable original windows (planned)
9. Treat two windows for termite infestation, repair and repaint (a priority-planned)
10. Repair siding as needed with spare milled materials (planned)
11. Install period-appropriate post lantern in front for added safety and security (planned)

RESOLUTION NO. 2017-145

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A MILLS ACT CONTRACT, ALSO KNOWN AS AN HISTORIC PROPERTY PRESERVATION AGREEMENT, WITH BRET MARSHALL AND TENNILLE L. E. MARSHALL FOR THE LOCAL REGISTER LISTED PROPERTY LOCATED AT 1150 SOUTH JUNIPER STREET

(CASE NO. HP 17-0005)

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

WHEREAS, Bret Marshall and Tennille L. E. Marshall have submitted a request to enter into a Historic Property Preservation Agreement (“Agreement”) with the City for property located at 1150 South Juniper Street (APN 233-580-3100); and

WHEREAS, this property qualifies for a Mills Act Contract since it was listed in the City’s Local Register of Historic Resources on September 21, 2017; and

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

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

1. That the above recitations are true.
2. That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City, an Agreement with Bret Marshall and Tennille L. E. Marshall for the property located at 1150 South Juniper Street. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

HP 17-0005

Resolution No. 2017-145

Exhibit A

Page 1 of 11

THIS SPACE FOR RECORDER'S USE ONLY

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement is made and entered into by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter referred to as "the CITY") and Bret Marshall and Tennille L. E. Marshall (hereinafter referred to as "the OWNERS").

Recitals

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

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

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

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

Agreement

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

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

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

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

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

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

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

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

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

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

_____ OWNERS' INITIALS

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

_____ OWNERS' INITIALS

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

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

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

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

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

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

_____ OWNERS' INITIALS

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

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

_____ OWNERS' INITIALS

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

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

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

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

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

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

_____ OWNERS' INITIALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNERS: Bret Marshall and Tennille L. E. Marshall
1150 South Juniper Street
Escondido, CA 92025

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

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

(Remainder of page left intentionally blank.)

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

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

CITY OF ESCONDIDO

Dated: _____

By: _____

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

Dated: _____

By: _____

Diane Halverson, City Clerk
(This signature must be notarized.)

OWNERS

Dated: _____

By: _____

Bret Marshall
(This signature must be notarized.)

Dated: _____

By: _____

Tennille L. E. Marshall
(This signature must be notarized.)

APPROVED AS TO FORM:

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

By: _____

ATTACHMENT "A"

LEGAL DESCRIPTION

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

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

BEGINNING AT A POINT ON THE WESTERLY LINE OF LOT 1, BLOCK 307, FROM WHICH THE SOUTHERLY CORNER OF SAID LOT 1 BEARS SOUTHERLY A DISTANCE OF 120.37 FEET; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF LOT 1, A DISTANCE OF 40 FEET; THENCE AT RIGHT ANGLES TO SAID WESTERLY LINE AND IN AN EASTERLY DIRECTION, A DISTANCE OF 171.08 FEET TO A POINT ON THE EASTERLY LINE OF LOT 1; THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF LOT 1, A DISTANCE OF 58.49 FEET; THENCE WESTERLY A DISTANCE OF 128.41 FEET TO THE POINT OF COMMENCEMENT.

EXCEPTING THEREFROM ALL OIL, GAS, MINERAL AND HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID LAND. TOGETHER WITH THE RIGHT TO TAKE, REMOVE, MINE, PASS THROUGH AND DISPOSE OF ALL SAID OIL, GAS, MINERAL AND HYDROCARBON SUBSTANCES, BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LAND OR UPON ANY PART OF SAID LAND WITHIN 500 FEET FROM THE SURFACE THEREOF. UPON THE DEATH OF THE SELLERS, ERNEST STAFFORD PEEK AND SALLY LEE PEEK, SAID RIGHTS WILL REVERT TO THE BUYER, JOSEPH PEEK.

APN: 233-580-31-00

ATTACHMENT "B"

**Mills Act Application
List of Improvements**

Property Address: 1150 South Juniper Street

Property Owners: Bret & Tennille L. E. Marshall

1. Landscape front and backyards (planned)
2. Replace roof (planned)
3. Install new wood fence (planned)
4. Repipe entire house (planned)
5. Repaint exterior with historically appropriate colors (planned)
6. Update house electrical system (planned)
7. Repair concrete driveway (planned)
8. Install rain gutters to control runoff (planned)
9. Replace existing windows with period-appropriate wood-framed windows (planned)
10. Replace the siding with clapboard siding (planned)

RESOLUTION NO. 2017-146

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A MILLS ACT CONTRACT, ALSO KNOWN AS AN HISTORIC PROPERTY PRESERVATION AGREEMENT, WITH THE LARRY J. GONZALES REVOCABLE TRUST FOR THE LOCAL REGISTER LISTED PROPERTY LOCATED AT 625 SOUTH JUNIPER STREET

(CASE NO. HP 17-0006)

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

WHEREAS, the Larry J. Gonzales Revocable Trust has submitted a request to enter into a Historic Property Preservation Agreement (“Agreement”) with the City for property located at 625 South Juniper Street (APN 233-272-1400); and

WHEREAS, this property qualifies for a Mills Act Contract since it was listed in the City’s Local Register of Historic Resources on October 19, 2017; and

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

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

1. That the above recitations are true.
2. That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City, an Agreement with the Larry J. Gonzales Revocable Trust for the property located at 625 South Juniper Street. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.

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

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

HP 17-0006

Resolution No. 2017-146
Exhibit A
Page 1 of 11

THIS SPACE FOR RECORDER'S USE ONLY

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement is made and entered into by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter referred to as "the CITY") and Larry J. Gonzales Revocable Trust (hereinafter referred to as "the OWNER").

Recitals

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

Agreement

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

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

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

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

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

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

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

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

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

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

_____ OWNER'S INITIALS

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

_____ OWNER'S INITIALS

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

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

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

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

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

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

_____ **OWNER'S INITIALS**

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

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

_____ **OWNER'S INITIALS**

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

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

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

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

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

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

_____ **OWNER'S INITIALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNER: Larry J. Gonzales Revocable Trust
625 South Juniper Street
Escondido, CA 92025

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

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

(Remainder of page left intentionally blank.)

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

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

CITY OF ESCONDIDO

Dated: _____

By: _____

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

Dated: _____

By: _____

Diane Halverson, City Clerk
(This signature must be notarized.)

OWNER

Dated: _____

By: _____

Larry J. Gonzales Revocable Trust
(This signature must be notarized.)

APPROVED AS TO FORM:

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

By: _____

ATTACHMENT "A"

LEGAL DESCRIPTION

Real property in the City of Escondido, County of San Diego, State of California, described as follows:

THAT PORTION OF LOTS 7 AND 8 IN BLOCK 119 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, LYING NORTHWESTERLY OF A LINE WHICH IS PARALLEL WITH AND SOUTHEASTERLY 60 FEET FROM THE CENTER LINE OF THE ALLEY LYING WITHIN SAID BLOCK 119.

THIS DEED WAS MADE TO CORRECT THE DESCRIPTION IN THE DEED RECORDED DECEMBER 6, 1955 IN BOOK 5894, PAGE 582 AS FILE NO. 159063, DESCRIBING THE NORTHEASTERLY 60 FEET (TO THE CENTER OF THE ALLEY) OF LOTS 7 AND 8 IN BLOCK 119 OF ESCONDIDO IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, MAP NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER JULY 10, 1886.

APN: 233-272-14

ATTACHMENT "B"

Mills Act Application

List of Improvements

Property Address: 625 South Juniper Street

Property Owner: Larry J. Gonzales Revocable Trust

1. Restain exterior wood surfaces (in process)
2. Replace roof (planned)
3. Have chimney inspected and cleaned (planned)
4. Replace damaged rafters and eaves (planned)
5. Renovated garage doors and carport enclosure (planned)
6. Create a more practical walkway to the front door (planned)
7. Landscaping, including a retaining wall and fence for the front yard (planned)
8. Upgrade electrical to include grounding (planned)
9. Repipe house (planned)
10. Replace water heater as needed (planned)

RESOLUTION NO. 2017-147

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A MILLS ACT CONTRACT, ALSO KNOWN AS AN HISTORIC PROPERTY PRESERVATION AGREEMENT, WITH ANTHONY MACCIANTI AND MARY S. COOPER FOR THE LOCAL REGISTER LISTED PROPERTY LOCATED AT 152 EAST ELEVENTH AVENUE

(CASE NO. HP 17-0007)

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

WHEREAS, Anthony Maccianti and Mary S. Cooper have submitted a request to enter into a Historic Property Preservation Agreement (“Agreement”) with the City for property located at 152 East Eleventh Avenue (APN 233-542-3000); and

WHEREAS, this property qualifies for a Mills Act Contract since it was listed in the City’s Local Register of Historic Resources on October 19, 2017; and

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

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

1. That the above recitations are true.
2. That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City, an Agreement with Anthony Maccianti and Mary S. Cooper for the property located at 152 East Eleventh Avenue. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Resolution No. 2017-147
Exhibit A
Page 1 of 11

HP 17-0007

THIS SPACE FOR RECORDER'S USE ONLY

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement is made and entered into by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter referred to as "the CITY") and Anthony Maccianti and Mary S. Cooper (hereinafter referred to as "the OWNERS").

Recitals

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

Agreement

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

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

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

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

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

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

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

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

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

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

_____ OWNERS' INITIALS

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

_____ OWNERS' INITIALS

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

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

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

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

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

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

_____ **OWNERS' INITIALS**

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

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

_____ **OWNERS' INITIALS**

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

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

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

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

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

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

_____ OWNERS' INITIALS

Resolution No. 2017-147
Exhibit A
Page 6 of 11

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

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

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

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

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

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

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

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

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

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

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

OWNERS: Anthony Maccianti & Mary S. Cooper
152 East Eleventh Avenue
Escondido, CA 92025

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

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(Remainder of page left intentionally blank.)

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

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

CITY OF ESCONDIDO

Dated: _____

By: _____

Sam Abed, Mayor

(This signature must be notarized.)

Dated: _____

By: _____

Diane Halverson, City Clerk

(This signature must be notarized.)

OWNERS

Dated: _____

By: _____

Anthony Maccianti

(This signature must be notarized.)

Dated: _____

By: _____

Mary S. Cooper

(This signature must be notarized.)

APPROVED AS TO FORM:

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

By: _____

ATTACHMENT "A"

LEGAL DESCRIPTION

Real property in the City of Escondido, County of San Diego, State of California,
described as follows:

The West 50' of the South Half of Lot 4, Block 201, in the City of Escondido, County of
San Diego, State of California according to Map #336, filed July 10, 1886.

APN: 233-542-30-00

ATTACHMENT "B"

**Mills Act Application
List of Improvements**

Property Address: 152 East 11th Avenue

Property Owners: Tony Maccianti & Susannah Cooper

1. Replace roof (completed)
2. Rewire front of house (completed)
3. Restore windows (planned)
4. Replace carriage garage door (planned)
5. Refurbish wood siding (planned)
6. Repaint exterior of house with historically appropriate colors (planned)
7. Repair/replace gate (planned)
8. Repair front porch and replace rotten wood (planned)

RESOLUTION NO. 2017-148

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A MILLS ACT CONTRACT, ALSO KNOWN AS AN HISTORIC PROPERTY PRESERVATION AGREEMENT, WITH SHARON LEE SANDERS REVOCABLE TRUST FOR THE LOCAL REGISTER LISTED PROPERTY LOCATED AT 514 EAST SIXTH AVENUE

(CASE NO. HP 17-0008)

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

WHEREAS, the Sharon Lee Sanders Revocable Trust has submitted a request to enter into a Historic Property Preservation Agreement (“Agreement”) with the City for property located at 514 East Sixth Avenue (APN 233-291-1000); and

WHEREAS, this property qualifies for a Mills Act Contract since it was listed in the City’s Local Register of Historic Resources on October 19, 2017; and

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

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

1. That the above recitations are true.
2. That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City, an Agreement with the Sharon Lee Sanders Revocable Trust for the property located at 514 East Sixth Avenue. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.

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

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

HP 17-0008

Resolution No. 2017-148
Exhibit A
Page 1 of 11

THIS SPACE FOR RECORDER'S USE ONLY

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement is made and entered into by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter referred to as "the CITY") and Sharon Lee Sanders Revocable Trust (hereinafter referred to as "the OWNER").

Recitals

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

Agreement

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

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

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

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

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

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

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

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

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

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

_____ OWNER'S INITIALS

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

_____ OWNER'S INITIALS

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

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

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

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

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

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

_____ OWNER'S INITIALS

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

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

_____ OWNER'S INITIALS

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

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

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

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

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

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

_____ OWNER'S INITIALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNER: Sharon Lee Sanders Revocable Trust
514 East Sixth Avenue
Escondido, CA 92025

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

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

(Remainder of page left intentionally blank.)

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

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

CITY OF ESCONDIDO

Dated: _____

By: _____

Sam Abed, Mayor

(This signature must be notarized.)

Dated: _____

By: _____

Diane Halverson, City Clerk

(This signature must be notarized.)

OWNER

Dated: _____

By: _____

Sharon Lee Sanders Revocable Trust

(This signature must be notarized.)

APPROVED AS TO FORM:

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

By: _____

ATTACHMENT "A"

LEGAL DESCRIPTION

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

LOT 2 IN BLOCK "E", IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

APN: 233-291-10-00

ATTACHMENT "B"

Mills Act Application

List of Improvements

Property Address: 514 East 6th Avenue

Property Owner: Sharon Lee Sanders Revocable Trust

1. Repair foundation (completed)
2. Replace front porch floor (completed)
3. Repair electrical outlet in service porch (completed)
4. Install plumbing-friendly whole-house water system (completed)
5. Release and repaint previously painted over window sashes (completed)
6. Trim tree overhanging roof (completed)
7. Install gutters to protect foundation (in process)
8. Repaint entire house (planned)
9. Repair back porch steps (planned)

RESOLUTION NO. 2017-149

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A MILLS ACT CONTRACT, ALSO KNOWN AS AN HISTORIC PROPERTY PRESERVATION AGREEMENT, WITH ERROL COWAN FOR THE LOCAL REGISTER LISTED PROPERTY LOCATED AT 2630 LAS PALMAS AVENUE

(CASE NO. HP 17-0009)

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

WHEREAS, Errol Cowan has submitted a request to enter into a Historic Property Preservation Agreement (“Agreement”) with the City for property located at 2630 Las Palmas Avenue (APN 238-160-4200); and

WHEREAS, this property qualifies for a Mills Act Contract since it was listed in the City’s Local Register of Historic Resources on October 19, 2017; and

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

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

1. That the above recitations are true.

2. That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City, an Agreement with Errol Cowan for the property located at 2630 Las Palmas Avenue. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.

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

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

HP 17-0009

Resolution No. 2017-149
Exhibit A
Page 1 of 13

THIS SPACE FOR RECORDER'S USE ONLY

HISTORIC PROPERTY PRESERVATION AGREEMENT

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

Recitals

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

Agreement

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

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

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

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

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

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

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

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

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

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

_____ OWNER'S INITIALS

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

_____ OWNER'S INITIALS

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

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

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

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

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

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

_____ **OWNER'S INITIALS**

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

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

_____ **OWNER'S INITIALS**

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

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

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

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

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

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

_____ **OWNER'S INITIALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNER: Errol Cowan
2630 Las Palmas Avenue
Escondido, CA 92025

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

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

(Remainder of page left intentionally blank.)

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

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

CITY OF ESCONDIDO

Dated: _____

By: _____

Sam Abed, Mayor

(This signature must be notarized.)

Dated: _____

By: _____

Diane Halverson, City Clerk

(This signature must be notarized.)

OWNER

Dated: _____

By: _____

Errol Cowan

(This signature must be notarized.)

APPROVED AS TO FORM:

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

By: _____

ATTACHMENT "A"
LEGAL DESCRIPTION

Resolution No. 2017-149
Exhibit A
Page 10 of 13

Real property in the City of Escondido, County of San Diego, State of California, described as follows:

PARCEL 1:

THAT PORTION OF LOT 7 IN BLOCK 30 OF HOMELAND ACRES ADDITION TO ESCONDIDO NO. 2, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1241, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MARCH 11, 1910, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF LOTS 7 AND 8 IN SAID BLOCK 30, DISTANT ALONG SAID LINE NORTH 12°09'20" EAST 1096.00 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 8, SAID POINT OF BEGINNING BEING THE INTERSECTION OF SAID WESTERLY LINE OF SAID LOT 7 WITH THAT RADIAL LINE OF 270.00 FOOT RADIUS CURVE, CONCAVE EASTERLY IN THE EASTERLY BOUNDARY OF EASEMENT PARCEL "A", HAVING A BEARING OF NORTH 88°54'00" WEST, SAID EASEMENT PARCEL "A", IS DESCRIBED IN PARCEL 2 OF DEED TO B. WILLIAM SINCLAIR, JR. ET UX, RECORDED NOVEMBER 20, 1952 AS DOCUMENT NO. 144591 IN BOOK 4460, PAGE 80 OF OFFICIAL RECORDS; THENCE ALONG SAID RADIAL LINE SOUTH 88°54'00" EAST 5.11 FEET TO SAID EASTERLY BOUNDARY OF SAID EASEMENT PARCEL "A"; THENCE LEAVING SAID BOUNDARY SOUTH 77°50'40" EAST 301.99 FEET; THENCE SOUTH 24°55'10" EAST 58.75 FEET; THENCE SOUTH 4°33'20" EAST 41.79 FEET TO THE TRUE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING SOUTH 4°33'20" EAST 111.37 FEET; THENCE SOUTH 64°57'50" EAST 49.16 FEET; THENCE SOUTH 79°02'00" EAST 47.16 FEET TO THE MOST WESTERLY NORTHWEST CORNER OF PARCEL 1 DESCRIBED IN DEED TO B. WILLIAM SINCLAIR, JR., ET UX, RECORDED NOVEMBER 20, 1952 AS DOCUMENT NO. 144591 IN BOOK 4460, PAGE 80 OF OFFICIAL RECORDS; THENCE ALONG THE MOST WESTERLY LINE OF SAID SINCLAIR'S PARCEL 1, SOUTH 10°58'00" WEST 42.00 FEET; THENCE LEAVING SAID MOST WESTERLY LINE SOUTH 67°59'30" WEST 106.34 FEET; THENCE SOUTH 85°47'10" WEST 112.06 FEET MORE OR LESS, TO THE NORTHEASTERLY TERMINUS OF A LINE BEARING NORTH 69°29'20" EAST 30.00 FEET FROM THE SOUTHEASTERLY TERMINUS OF THE NORTHWESTERLY 12.00 FEET OF THAT COURSE IN SAID CENTER LINE OF EASEMENT PARCEL "A" ABOVE MENTIONED, DESIGNATED IN SAID SINCLAIR DEED AS SOUTH 20°30'40" EAST 179.70 FEET; THENCE SOUTH 69°29'20" WEST 30.00 FEET TO SAID CENTER LINE OF EASEMENT PARCEL "A"; THENCE ALONG SAID CENTER LINE OF SAID EASEMENT PARCEL "A"; AS FOLLOWS:

NORTH 20°30'40" WEST 12.00 FEET TO THE BEGINNING OF A TANGENT 300.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; NORTHWESTERLY ALONG SAID CURVE, 94.25 FEET THROUGH AN ANGLE OF 18°00'00"; AND TANGENT TO SAID CURVE, NORTH 38°30'40" WEST 102.38 FEET TO A LINE BEARING SOUTH 51°29'20" WEST FROM THE INTERSECTION OF THE NORTHEASTERLY BOUNDARY OF SAID EASEMENT PARCEL "A" WITH A LINE BEARING SOUTH 78°21'50" WEST FROM THE TRUE POINT OF BEGINNING, SAID POINT OF INTERSECTION BEING DESIGNATED HEREIN AS POINT "A"; THENCE NORTH 51°29'20" EAST 30.00 FEET TO SAID INTERSECTION; THENCE NORTH 78°21'50" EAST 242.46 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN DEED TO ROBERT S. ANDERSON, ET AL RECORDED OCTOBER 24, 1977 AS FILE NO. 77-438123 OF OFFICIAL RECORDS.

PARCEL 2:

THAT PORTION OF LOT 7 IN BLOCK 30 OF HOMELAND ACRES ADDITION TO ESCONDIDO NO. 2, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1241, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY MARCH 11, 1910, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF LOTS 7 AND 8 IN SAID BLOCK 30, DISTANT ALONG

SAID LINE NORTH 12°09'20" EAST 982.14 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 8, SAID POINT OF BEGINNING BEING THE INTERSECTION OF SAID WESTERLY LINE OF SAID LOT 7 WITH THE CENTER LINE OF EASEMENT PARCEL "A" DESCRIBED IN PARCEL 2 OF DEED TO B. WILLIAM SINCLAIR, JR., ET UX, RECORDED NOVEMBER 20, 1952 AS DOCUMENT NO. 144591 IN BOOK 4460, PAGE 80 OF OFFICIAL RECORDS; THENCE ALONG SAID WESTERLY LINE OF SAID LOT 7, NORTH 12°09'20" EAST 113.86 FEET TO THAT RADIAL LINE OF THE 270 FOOT RADIUS CURVE, CONCAVE EASTERLY IN THE EASTERLY BOUNDARY OF SAID EASEMENT PARCEL "A" ABOVE MENTIONED HAVING A BEARING OF "NORTH 88°54'00" WEST"; THENCE ALONG SAID RADIAL LINE SOUTH 88°54'00" EAST 5.11 FEET TO SAID EASTERLY BOUNDARY OF SAID EASEMENT PARCEL "A"; THENCE LEAVING SAID BOUNDARY SOUTH 77°50'40" EAST 301.99 FEET TO A POINT IN THE WESTERLY LINE OF THE LAND DESCRIBED IN DEED TO WILLIAM F. CRITES AND WIFE, RECORDED OCTOBER 13, 1954, AS DOCUMENT NO. 136531 IN BOOK 5393, PAGE 357 OF OFFICIAL RECORDS; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWO COURSES AND DISTANCES: "SOUTH 24°55'10" EAST 58.74 FEET; THENCE SOUTH 4°33'20" EAST 41.79 FEET"; THENCE SOUTH 78°21'50" WEST 221.46 FEET, MORE OR LESS, TO A POINT DISTANT NORTH 78°21'50" EAST 21.00 FEET FROM THE NORTHEASTERLY BOUNDARY OF SAID EASEMENT "A" DESCRIBED IN PARCEL 2 OF SAID SINCLAIR DEED AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 78°21'50" WEST 21.00 FEET TO SAID NORTHEASTERLY BOUNDARY; THENCE SOUTH 51°29'20" WEST 30.00 FEET TO THE CENTERLINE OF SAID EASEMENT "A"; THENCE ALONG SAID CENTERLINE NORTH 38°30'40" WEST 7.50 FEET; THENCE NORTH 51°29'20" EAST 30.00 FEET; THENCE SOUTH 86°18'55" EAST 25.28 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR ROAD AND PUBLIC UTILITIES PURPOSES, SITUATED WITHIN A TRACT OF LAND, INCLUDING LOTS 7, 8 AND THE SOUTH HALF OF LOT 6 IN BLOCK 30 OF HOMELAND ACRES ADDITION TO ESCONDIDO NO. 2, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 1241, FILED IN THE OFFICE OF THE COUNTY RECORDER, MARCH 11, 1910, DESCRIBED AS FOLLOWS:

EASEMENT PARCEL "A"

A STRIP OF LAND 60 FEET WIDE, BEGINNING IN THE WESTERLY LINE OF SAID LOTS 6 AND 7 IN SAID BLOCK 30, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF CRANSTON DRIVE, AS SAID DRIVE IS SHOWN ON SAID MAP NO. 1241 OF HOMELAND ACRES ADDITION TO ESCONDIDO NO.2, DISTANT ALONG SAID LINE SOUTH 12°09'20" WEST 320.95 FEET FROM THE INTERSECTION OF SAID CRANSTON DRIVE WITH THE CENTER LINE OF THE STREET RIGHT OF WAY KNOWN AS "GAMBLE LANE", BORDERING LOT 2 IN SAID BLOCK 31 ON THE SOUTH; THENCE SOUTH 38°30'40" EAST 275.06 FEET TO THE BEGINNING OF A TANGENT 300 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE 94.25 FEET THROUGH AN ANGLE OF 18°00' THENCE TANGENT TO SAID CURVE SOUTH 20°30'40" EAST 179.70 FEET TO THE BEGINNING OF A TANGENT 300 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE 56.69 FEET THROUGH AN ANGLE OF 10°49'40"; THENCE TANGENT TO SAID CURVE SOUTH 31°20'20" EAST 178.09 FEET TO A POINT DESIGNATED HEREIN AS POINT "A"; THENCE CONTINUING SOUTH 31°20'20" EAST 346.88 FEET TO THE SOUTHEASTERLY TERMINUS OF SAID CENTER LINE OF SAID EASEMENT HEREIN DESCRIBED; THE BOUNDARY OF SAID EASEMENT STRIP BEING WIDENED ON THE NORTHEAST TO COINCIDE WITH THE SOUTHWESTERLY BOUNDARY OF A 270 FOOT RADIUS CIRCULAR PARCEL OF LAND, SET NORTHEASTERLY OF AND TANGENT TO SAID EASEMENT STRIP, 60 FEET WIDE, HEREIN ABOVE DESCRIBED AND SET EASTERLY OF AND TANGENT TO THE WESTERLY LINE OF SAID LOT 6 IN SAID BLOCK 30, SAID BOUNDARY OF SAID EASEMENT STRIP BEING WIDENED ON THE SOUTHWEST TO COINCIDE WITH THE NORTHWESTERLY BOUNDARY OF A 37.23 FOOT RADIUS, CIRCULAR PARCEL OF LAND, SET SOUTHWESTERLY OF AND TANGENT TO SAID EASEMENT STRIP, 60 FEET WIDE, HEREIN ABOVE DESCRIBED, AND SET EASTERLY OF AND TANGENT TO THE WESTERLY LINE OF SAID LOT 7 IN SAID BLOCK 30, THE BOUNDARY OF SAID EASEMENT STRIP BEING EXPANDED AT THE

Resolution No. 2017-149

Exhibit A

Page 12 of 13

SOUTHEASTERLY AND THEREOF TO COINCIDE WITH THE BOUNDARY OF A 50 FOOT RADIUS CIRCULAR
PARCEL OF LAND CENTERED AT SAID SOUTHEASTERLY TERMINUS OF SAID EASEMENT STRIP.

APN: 238-160-42-00

ATTACHMENT "B"

Mills Act Application

List of Improvements

Property Address: 2630 Las Palmas Avenue

Property Owner: Errol Cowan

1. Repair concrete foundation cracks. (completed)
2. Replace non-functional bathroom sewer line. (completed)
3. Replace missing retaining wall segments. (completed)
4. Install new breaker box and upgrade electrical system. (completed)
5. Replace damaged master bedroom exterior French entry doors. (completed)
6. Replace or repair/refinish worn/weathered exterior front, maid's room and pool doors. (planned)
7. Remove and haul off extensive debris and possessions left by former owner. (planned)
8. Replace damaged and unsightly fiberglass pool fencing. (planned)
9. Replace damaged and weathered patio cover adjacent to lanai room. (planned)
10. Repair, replace or remove tool shed proximate to carport. (planned)
11. Repair and reseal or repave the entire long driveway damaged by tree roots. (planned)
12. Replace missing rain gutters and downspouts around entire house. (planned)
13. Clean and repaint adobe wall entry statement on street. (planned)
14. Replace weathered canopies over exterior windows. (planned)
15. Repair and seal adobe brick retaining walls around home. (planned)
16. Replace dead and dying shrubbery. (planned)
17. Install irrigation system to properly water vegetation. (planned)

RESOLUTION NO. 2017-150

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A MILLS ACT CONTRACT, ALSO KNOWN AS AN HISTORIC PROPERTY PRESERVATION AGREEMENT, WITH JASON VANDEWARKER AND ALLISON VANDEWARKER FOR THE LOCAL REGISTER LISTED PROPERTY LOCATED AT 323 EAST TENTH AVENUE

(CASE NO. HP 17-0010)

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

WHEREAS, Jason Vandewarker and Allison Vandewarker have submitted a request to enter into a Historic Property Preservation Agreement (“Agreement”) with the City for property located at 323 East Tenth Avenue (APN 233-580-5000); and

WHEREAS, this property qualifies for a Mills Act Contract since it was listed in the City’s Local Register of Historic Resources on October 19, 2017; and

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

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

1. That the above recitations are true.
2. That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City, an Agreement with Jason Vandewarker and Allison Vandewarker for the property located at 323 East Tenth Avenue. A copy of the Agreement is attached as Exhibit "A" and is incorporated by this reference.

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

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

HP 17-0010

Resolution No. 2017-150
Exhibit A
Page 1 of 11

THIS SPACE FOR RECORDER'S USE ONLY

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement is made and entered into by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter referred to as "the CITY") and Jason Vandewarker and Allison Vandewarker (hereinafter referred to as "the OWNERS").

Recitals

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

Agreement

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

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

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

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

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

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

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

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

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

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

_____ OWNERS' INITIALS

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

_____ OWNERS' INITIALS

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

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

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

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

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

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

_____ OWNERS' INITIALS

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

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

_____ OWNERS' INITIALS

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

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

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

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

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

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

_____ OWNERS' INITIALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNERS: Jason & Allison Vandewarker
323 East Tenth Avenue
Escondido, CA 92025

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

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

(Remainder of page left intentionally blank.)

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

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

CITY OF ESCONDIDO

Dated: _____

By: _____

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

Dated: _____

By: _____

Diane Halverson, City Clerk
(This signature must be notarized.)

OWNERS

Dated: _____

By: _____

Jason Vandewarker
(This signature must be notarized.)

Dated: _____

By: _____

Allison Vandewarker
(This signature must be notarized.)

APPROVED AS TO FORM:

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

By: _____

ATTACHMENT "A"

LEGAL DESCRIPTION

All that real property situated in the City of Escondido, County of San Diego, State of California, described as:

LOT 2 OF HOOPER TRACT SUBDIVISION UNIT NO. 1, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 3069, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 7, 1954.

Commonly Known As: 323 East 10th Avenue, Escondido, CA 92025

APN: 233-580-50-00

ATTACHMENT "B"

**Mills Act Application
List of Improvements**

Property Address: 323 East 10th Avenue

Property Owners: Jason and Allison Vandewarker

1. Removal of security door. (completed)
2. Repair and upgrade existing house electrical system. (completed)
3. Repair existing house plumbing. (completed)

4. Replace existing roofing. (completed)
5. Repaint house exterior with period-appropriate colors. (completed)
6. Replace some aluminum frame windows with period-appropriate replacements. (completed)
7. Replace dilapidated existing rear fencing with new 1950's style horizontal wood fencing. (completed)
8. Repair and resurface the existing asphalt driveway. (planned)
8. Remove the adjacent overgrown juniper hedges causing damage to the driveway. (planned)
9. Relandscaping in front to include low mid-century style horizontal wood fence. (planned)

CITY COUNCIL STAFF REPORT

Public Hearing Item No.: 7

November 15, 2017

File No. 0680-10; 0600-15

SUBJECT: General Plan Amendment, Rezone, Specific Plan, Tentative Subdivision Map, Specific Alignment Plan, Development Agreement, and Final Environmental Impact Report for the Villages – Escondido Country Club Project Proposal (Planning Case Nos.: SUB 16-0009, PHG 16-0018, and ENV 16-0010).

DEPARTMENT: Planning Division of the Community Development Department

RECOMMENDATION:

It is requested that the City Council conduct a public hearing on the Escondido Country Club Project proposal, which includes a total of 380 residential homes, a Village Center, and approximately 48.9 acres of permanent passive and active open space on property located along both sides of West Country Club Lane, west of Nutmeg Street; and take action on the recommendations of City staff and the Planning Commission, which recommends that the City Council:

1. Adopt Resolution No. 2017-151 for certification of a Final Environmental Impact Report, adoption of CEQA Findings and a Statement of Overriding Considerations, and adoption of Mitigation Measures and a Mitigation Monitoring and Reporting Program;
2. Adopt Resolution No. 2017-152 to adopt amendments to the General Plan to change the Land Use designation from Residential Urban 1 to Specific Planning Area #14;
3. Introduce Ordinance No. 2017-13, "An Ordinance of the City Council of the City of Escondido, California, adopting the Villages Specific Plan and adopting an amendment to the Citywide Zoning Map to change the designation of the Project site from R-1-7 to Specific Plan (SP) to support the Villages – Escondido Country Club Project proposal";
4. Adopt Resolution No. 2017-153 to approve the Tentative Subdivision Map and Specific Alignment Plan; and
5. Introduce Ordinance No. 2017-14, "An Ordinance of the City Council of the City of Escondido, California, approving a Development Agreement between the City of Escondido and New Urban West Inc. for the Villages – Escondido Country Club Project."

PROJECT DESCRIPTION:

The Project involves a series of actions to implement the Villages – Escondido Country Club Project proposal, which includes a total of 380 residential homes at 3.5 dwelling units per acre; recreational, social, and community amenities in a Village Center; and approximately 48.9 acres of permanent open space with active greenbelts and 3.5 acre of parks ("Project"). A General Plan Amendment is proposed to change the existing Urban I (up to 5.5 units per acre) General Plan designation on the 109.3-acre site to Specific Planning Area #14 to facilitate the Specific Plan process for the implementation of new development standards for the site. A companion rezone is proposed to change the existing Zoning from R-1-7 (Single-family Residential, 7,000 SF minimum lot size) to SP

(Specific Plan). A proposed Tentative Subdivision Map was filed concurrently with the Specific Plan application. The proposed Tentative Subdivision Map provides 192 single-family lots (with a minimum lot size of 3,630 square feet) and 30 condominium lots (with 188 detached and attached condo units) for a total of 380 dwelling units in the proposed development. The map depicts the grading and drainage, individual residential lots, common ownership lots, public streets, private driveways, and infrastructure improvements. The Project also proposes a Specific Alignment Plan (SAP) to improve Country Club Lane from Golden Circle Drive to Nutmeg Street with traffic calming features to enhance active transportation and reduce vehicular speeds along the corridor. The SAP features two proposed roundabouts, at the Golden Circle Drive and La Brea Street intersections. The applicant also filed a Development Agreement application pursuant to Government Code Sections 65864 through 65869.5 (the "Development Agreement Statutes"), in order to extend the amount of time allowed to record a final map, to partially or fully waive parkland impact fees, and to process grading permits prior to map recordation. The proposal also includes the adoption of the environmental determination prepared for the Project.

All relevant reports and related items for this Project are available on the City maintained project page at the following website address:

<https://www.escondido.org/ecc.aspx>

FISCAL ANALYSIS:

The proposed Project is a private development project that will require the payment of fees in effect at the time permits are requested. Reimbursement of staff or contract extension staff time to process the request has occurred through the cost recovery system. The Project will be required to pay all applicable impact fees as conditioned, excepting those parkland-related impact fees to be waived in conjunction with the proposed Development Agreement for those reasons as so stated therein.

PLANNING COMMISSION RECOMMENDATION:

On October 24, 2017, the Planning Commission voted 5-1 (with Garcia voting NO and Weiler RECUSED) to recommend that the City Council approve the General Plan Amendment, approve the Rezone, adopt the Specific Plan, approve the Tentative Subdivision Map, approve the Specific Alignment Plan, and approve the Development Agreement based upon the findings and conditions as modified. The recommended actions section of this report reflects the Planning Commission recommendation.

Written and oral testimony was provided to the Planning Commission at their meeting on October 24, 2017. About 44 members of the public spoke at the meeting with the speakers almost evenly split between supporters and opponents. They included property owners and residents of the greater Escondido Country Club community. An additional 119 speaker slips were turned in to the Minutes Clerk, with community members registering support or opposition to the Project, but opting out of speaking to the Commission. Fifty-nine (59) slips received supported the Project. Sixty (60) slips

opposed the Project. Draft Planning Commission Meeting Minutes are provided in Attachment “C,” which includes detailed comments from the speakers and Commissioners. Written correspondences received at this meeting, and thereafter, are provided in Attachment “D.” A high-level summary of community-based questions and a response to key issues raised at the hearing is provided in Attachment “E.” The attachment generally responds to five (5) topic areas of concern. Those topics include private view impacts, the consideration of a new map alternative, proposed Project phasing, Project drainage, and the disposition of public comments to City officials.

BACKGROUND:

The Escondido Country Club community was developed over the course of several decades beginning with the first approval in 1963 for a nine (9) hole golf course, recreation center and 1,030-unit subdivision known as the “Golden Circle Valley” subdivision. The Applicant (Morgan Stivers) noted the community was designed to be a “senior citizens’ development” and that construction of the golf course and recreational buildings were necessary for the successful completion of the overall project. The following year the property was sold to Royart who completed the nine (9) hole golf course, and then set to expand the course to 18-holes and reconfigure and expand the residential development surrounding the golf course.

By 1973, Royart and its successor Prudential Savings and Loan had developed the first five (5) housing tracts totaling over 458 units in what was now known as the Escondido Country Club. This represented almost half the lots envisioned by the original developer. Through the use of special use permits and variances, the developers were granted various exceptions to setback standards and minimum lot size based on the presence of recreational facilities in the community and statements that the golf course compensated for smaller lots.

The balance of the (undeveloped) property within the Escondido Country Club area was thereafter conveyed to various ownerships, with individual subdivisions being processed and developed throughout the 1970s and 1980s. The entirety of the acreage included within Royart’s retirement community had been fully subdivided by 1989. This included a total of 977 housing units (53 units fewer than the 1,030-unit “Golden Circle Valley” tentative map originally approved by the City but later abandoned by Royart in favor of Royart’s proposed enlarged development). As the 1990’s commenced, development activity in the area slowed and was limited to properties further away from the Escondido Country Club golf course.

The Escondido Country Club golf course was foreclosed upon in December of 2012. A new owner, Stuck in the Rough, LLC, continued golf course operations for another four (4) months before closing the course in April of 2013. On August 9, 2013, Stuck in the Rough, LLC filed the first residential development proposal on the former 109.3-acre golf course property. The proposed Preliminary Development Plan (PHG 13-0030) included 283 single-family residential lots with lot sizes ranging from approximately 7,000 SF to 19,000 SF in size. Proposed amenities included neighborhood parks, a clubhouse and pool, and approximately 22 acres of drainages and ponds.

On August 14, 2013, the City Council approved Ordinance No. 2013-10 adopting a qualified initiative measure designating the Escondido Country Club and golf course as Open Space-Park (OS-P) in the Escondido General Plan. In light of Council's action, the Planning Division notified the Applicant on August 23, 2013, that processing of the Preliminary Development Plan would cease because the application was no longer in conformance with the General Plan. Stuck in the Rough responded by filing a lawsuit against the City. The lawsuit challenged the adopted initiative on several points, including an assertion that the change to the General Plan constituted an uncompensated taking of private property.

While the litigation regarding the City's change to the General Plan designation on the golf course from residential to open space was pending, Stuck in the Rough successfully circulated a ballot initiative proposing a residential development on the former golf course described as "The Lakes Specific Plan." The Lakes Specific Plan proposed changing the General Plan designation from Open Space-Park to Specific Planning Area #14 to accommodate a development proposal that included 430 dwelling units, a community center and pool and approximately 27 acres of open space. The Lakes Specific Plan initiative (Proposition H) was rejected by Escondido voters in November of 2014. In March of 2015, the Superior Court overturned the City Council's prior approval of the citizen's initiative that designated the former golf course as open space. The court action restored the previous Urban I Residential Land Use designation on the former golf course and clubhouse property. A settlement agreement between the City and property owner ended litigation on the General Plan issue and kept the Urban I residential designation for the Project site in place. The property owner then selected New Urban West, Inc. to move forward with a proposed development proposal for the property.

On October 31, 2016, the developer, New Urban West Inc. (Applicant), filed a proposed development plan application. In response, the City initiated a city-level review of the application to verify that the proposed buildings and structures would be constructed in compliance with all local, state, or federal laws and ordinances. The City also identified the need for preparation of an Environmental Impact Report (EIR).

ANALYSIS:

The Project site is currently designated in the City of Escondido General Plan as Residential Urban 1, which allows for up to 5.5 dwelling units per acre. The existing land use designation would be amended to the Specific Planning Area No. 14 (SPA #14) Land Use designation to provide the flexibility to create a mix of open space uses, residential uses of varying densities, and social and recreational uses. However, the Project does not propose a General Plan Amendment to increase residential density. The proposed Project includes a total of 380 dwelling units on approximately 109.3 acres resulting in a density of 3.47 dwelling units per acre, which is below the 5.5 dwelling units per acre allowed under the current General Plan Land Use designation. Lowering the allowable General Plan residential density on the site eliminates any potential conflict with Proposition "S," and reduces the Project density to a level less than any of the existing neighborhoods that abut the former

golf course. Therefore, the Project’s proposed density would be consistent with the surrounding area and the General Plan.

The proposed development, which is discussed in greater detail in the October 24, 2017 Planning Commission staff report (attached), would alter the regulations that currently control the property, and instead propose a Specific Plan to encourage a comprehensive and tailored-approach to the use of the land. A clustered development pattern is proposed through the Specific Plan to create larger open space lots and preserve in-site natural drainage courses and biological resources. It is important to note that the “clustering design” for the proposed development would not increase the overall density of the site, but would allow for reduced lot sizes and the same number of homes clustered on a smaller portion of the total available land. Through this context-sensitive design, approximately 44.7 percent of the Project site is preserved as open space or recreational area. This open space area, which would have otherwise been allocated to individual home sites, is now converted into protected passive and active open space areas and shared by the residents of the subdivision and the entire community. The clustered development pattern helps transition new development into the existing Escondido Country Club neighborhood, and creates a sense of buffering. As a result of the proposed clustered development pattern, the Project would provide a landscaped privacy buffer of approximately 50 feet to 200 feet between existing homes and new residences. The landscape buffer includes trees and landscaping densely arranged to separate and buffer the surrounding neighborhoods. Furthermore, within each residential Village, there would be a balanced combination of residential housing types on a range of lot sizes. In addition, 15 percent of all of the homes would be single-story. Altogether, these standards promote a variety of roof lines and sight-line articulation, and the three (3) distinct architectural styles within each individual Village would add to diverse character form. This helps ensure that new development is of high quality, compatible, and can fit in to the existing community character context.

Policy 5.1 of the Land Use Element calls for a minimum lot size of 3,630 square feet in the Urban 1 Land Use category when a project is submitted utilizing clustering as part of a Specific Plan application. Otherwise a 6,000 square foot lot is required. As proposed through a Specific Plan application, the average residential lot area within the Project is 7,266 square feet, with the smallest proposed residential lot measuring 3,634 square feet and the largest lot measuring 26,318 square feet. The following table breaks down the different lot sizes proposed.

Lot Size/Prototype	Proposed Lot Size in Square Feet (SF)	# Lots Proposed	# Units Proposed
(46 to 50 feet) by (75 to 79 feet)	3,634 SF min.	88	88
45 feet by 95 feet	4,275 SF min.	79	79
55 feet by 95 feet	4,275 SF min.	24	24
Detached row	13,197 SF min.	17	111
Four (4) or six (6) unit clusters	13,104 SF min.	14	78
Total		222	380

The Project's compliance with proposed Specific Plan's site and building design guidelines ensure that the Project would be compatible with adjacent off-site land uses and those land uses proposed within the Project site. Surrounding land use designations include Residential Urban 1, Suburban, Estate I, Estate II, and Rural I. These adjacent land use designations allow residential development that is less dense than the Urban I Land Use designation. The use of Special Use Permits, Planned Unit approvals, and Planned Developments in the past have clustered many of these surrounding, residential developments into the portions of properties that are not constrained due to steep topographic constraints or other environmental resources. This has resulted in smaller lot sizes surrounding the Project, although there are many areas that still feature a minimum lot size of 7,000 square feet. In addition, several residential condominium developments allowing duplex dwelling units were approved and constructed under previous/different land use regulations. This has occurred in many areas surrounding the Project site, and resulted in residential development adjacent to and in the immediate vicinity of the Project site that has both single-family detached and duplex dwelling units on lot sizes ranging from 2,000 to 7,000 square feet. Many of these homes are single-story. In order to maintain compatibility with the surrounding built environment, the Project was modified to include more single-story homes. Approximately 16 percent of homes in each Village would be single-story, which results in 60 total units.

Although the remaining two-story homes would be larger and taller than adjacent one- and two-story residential structures, compatibility with the adjacent neighborhood and overall mass and scale of the project has been addressed through the use of multiple smaller building groups rather than fewer but larger buildings; architectural style and building materials similar to adjacent single- and multi-family development; and privacy buffers between 50 and 200 feet are proposed, which provide varied building setbacks around the perimeter of the site and larger setbacks adjacent to residential uses. In addition, the Project proposes to preserve or enhance much of the natural features on the site in order to maintain the open character of the area. The character of the site would also be enhanced with the addition of landscaping throughout the developed portion of the Project site. The landscaping would be designed to incorporate areas of native vegetation and would utilize native and adaptive plant materials. These Project features are intended to foster compatibility and minimize conflicts with adjacent land uses.

As part of the Project, a Specific Alignment Plan (SAP) is proposed for the segment of Country Club Lane fronting the Project site, from Golden Circle Drive in the west to Nutmeg Street in the east. The SAP would provide a series of intersection improvements designed to calm traffic speeds and enhance pedestrian and bicycle circulation. Other improvements include lane reductions, narrowed lane widths, enhanced street landscaping, improvements to crosswalks and safety features, bicycling infrastructure and protection areas, and other measures to reduce traffic design speeds. Improvements to the streetscape, such as those covered in the SAP, can still effectively move the same volume of cars through the corridor, while enhancing roadway safety and provide effective countermeasures to vehicle speeding and accidents. Currently, cars move at high speeds, interspersed with areas of slow congestion. As designed, the SAP would allow car traffic to continue to move, but more smoothly and steadily, at a managed pace.

The Project would create three new connections with West Country Club Lane, with two connections converting T-intersections into four-way intersections at North Golden Circle Drive. The new connection converting the existing T-intersection of North Golden Drive with West Country Club Lane into a four-way intersection would be developed into a roundabout. The second roundabout in the corridor is proposed at La Brea Street. A new four-way intersection would be created on Gary Lane that provides secondary access to both Villages 1 and 2. A public street for access to Village 3 would create one new T-intersection to La Brea Street south of West Country Club Lane, and a new T-intersection providing access to the small eastern portion of Village 2 would be created on Gary Lane near Nutmeg Street.

The Project includes off-site improvements and travel lane modifications that generally would enhance circulation in the area. The lane striping along El Norte Parkway between Nutmeg Street/Nordahl Road and the southbound I-15 onramp would be enhanced to better serve the adjacent commercial uses, and installation of adaptive signalization along El Norte Parkway would be implemented to improve traffic flow. An additional single-occupancy lane from El Norte Parkway to southbound I-15 would be added to the existing onramp. However, as annotated in the Final EIR, because the improvement would be located within the jurisdiction and control of the State of California (Caltrans), and neither the applicant nor the City of Escondido can assure that Caltrans will permit the improvement to be made, for the purposes of CEQA, the long-term significant cumulative impact at this location is considered significant and unavoidable. A series of statements of overriding benefits have been prepared to demonstrate why the Project should be approved, despite the impact being categorized as a significant and unavoidable impact.

ENVIRONMENTAL REVIEW:

A Draft Environmental Impact Report (EIR), State Clearinghouse House (SCH) No. 2017011060 (City Log No. ENV 16-0010), was issued in accordance with applicable local and State laws to address potential environmental effects associated with the proposed Project. The City evaluated comments on the environmental issues received from persons who reviewed the Draft EIR. In accordance with the California Environmental Quality Act (CEQA), the City duly investigated each comment and prepared written responses describing the disposition of significant environmental issues raised. Responses to comments received on the Draft EIR have been incorporated into the Final EIR. As reflected in the Final EIR, Mitigation Measures required under CEQA were developed to reduce the potential for adverse effects with respect to air quality, biological resources, cultural resources, greenhouse gas (GHG) emissions, hazards/hazardous materials, noise, and transportation/traffic. In determining whether the proposed Project has a significant effect on the environment, the City has based its decision on substantial evidence and has complied with CEQA Sections 21081.5 and 21082.2 and CEQA Guidelines Section 15901(b). A Mitigation Monitoring and Reporting Program (MMRP) has been prepared for the proposed Project, which the City has adopted or made a condition of approval of the proposed Project.

The Final EIR concludes all potentially significant impacts would be mitigated to less than significant levels with the exception of one traffic-related impact, which would remain significant and unavoidable. The Project would result in a significant unavoidable long-term cumulative traffic impact at the I-15 southbound on-ramp at El Norte Parkway. Although mitigation is proposed to reduce this impact, it is considered a significant unavoidable impact even with the identified mitigation improvements because the improvements are located within the jurisdiction and responsibility of the California Department of Transportation (Caltrans), and neither the Applicant nor the City of Escondido can ensure that Caltrans will permit the improvement to be made. Pursuant to CEQA, before a project can be approved, which is determined to have significant and unmitigated effects, the public agency must consider and adopt a "Statement of Overriding Considerations" per CEQA Guidelines 15043 and 15093. Nonetheless, the proposed mitigation improvements are considered feasible to implement, and both the Applicant and City will continue to coordinate with Caltrans to complete the mitigation improvements should the Project be approved. If Caltrans subsequently concurs and authorizes such improvements, this would eliminate the identified significant impact at the referenced on-ramp.

PUBLIC COMMENTS:

Over the past couple of years, many people in the community expressed interest in how, and when, the property may be reused. Because this issue was of significant interest to the public, the City began the process of reviewing the land use development application with an interest in keeping the community informed and up-to-date, which continued throughout the duration of the Project's planning and environmental review process. Through direct mail, informational meetings and open houses, legal advertisements, and e-newsletters, a broad range of residents, businesses, and other community members were given the opportunity to learn more about the development plan application and/or participate in the planning process.

Substantive comments regarding the Project and/or approach have been received over the course of Project's history.

- A total of 485 written comments received during the Draft EIR circulation period (dated June 28 to August 18, 2017). These public review comments and a response to those comments were provided in the Final EIR.
- Sixty-five (65) written communications received between August 18, 2017 and October 18, 2017. These letters/emails were provided as an attachment to the October 24, 2017 Planning Commission staff report (Attachment "B").
- Twenty-three (23) written communications received after the staff report was posted (i.e. October 18, 2017), but prior to the Planning Commission public hearing, were incrementally forwarded to Commission members.
- Two (2) written communications submitted to the Planning Commission during the course of the public hearing.
- One hundred fifty-nine (159) signed petition cards, supporting the Project, were submitted by the Project Applicant to the Minutes Clerk of the Planning Commission.

- Oral comments provided at the Planning Commission meeting are included in the draft Meeting Minutes (Attachment "C"). A total 45 speakers, including the Project Applicant, provided comment. Through the testimony, 24 speakers stated that they supported the Project and 21 stated that they opposed for those reasons stated in the draft Meeting Minutes.
- The Minutes Clerk of the Planning Commission received 119 additional speaker slips, with community members registering support or opposition to the Project, but opting out of speaking to the Commission. Fifty-nine (59) slips received supported the Project. Sixty (60) slips opposed the Project.
- Letters/emails received during or after the Planning Commission public hearing are provided in Attachment "D."

All letters/emails received, as of this writing, are provided or referenced in Attachment "D." October 24, 2017 speaker slips and filed petition cards are on file with the Planning Division as part of the administrative record.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Bill Martin, Director of Community Development
11/9/2017 9:46 a.m.

Mike Strong, Assistant Director of Planning
11/9/2017 9:56 a.m.

ATTACHMENTS:

1. Attachment A – Project related graphics and Tentative Subdivision Map
2. Attachment B – October 24, 2017 Planning Commission staff report
3. Attachment C – Draft Planning Commission Minutes
4. Attachment D – Public correspondences, not included in the Final EIR or October 24, 2017 Planning Commission staff report
5. Attachment E – Reported concerns and frequently asked questions
6. Resolution No. 2017-151
7. Resolution No. 2017-151 - Exhibits A, B, C, and D
8. Resolution No. 2017-152
9. Resolution No. 2017-152 - Exhibits A and B
10. Resolution No. 2017-153
11. Resolution No. 2017-153 - Exhibits A and B
12. Ordinance No. 2017-13
13. Ordinance No. 2017-13 - Exhibits A, B, and C
14. Ordinance No. 2017-14
15. Ordinance No. 2017-14 - Exhibits A and B

ATTACHMENT A

Project related graphics and Tentative Subdivision Map

Due to the number of pages of Attachment A, a link has been provided to review the document electronically.

<https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ECC/exhibits/FINALSUB16-0009-TheVillages.pdf>

[https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ECC/exhibits/Landscape Plans_TheVillages SUB16-0009.pdf](https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ECC/exhibits/LandscapePlans_TheVillages_SUB16-0009.pdf)

A hardcopy of the Attachment is available for review in the Office of the City Clerk during normal business hours. To obtain a copy, please contact the City Clerk at (760) 839-4617. For City Council members, a copy is available in the City Council reading file.

ATTACHMENT B

October 24, 2017 Planning Commission staff report

Due to the number of pages of Attachment B, a link has been provided to review the document electronically.

<https://www.escondido.org/Data/Sites/1/media/agendas/PC/2017/102417PCAgendaPacket.pdf>

A hardcopy of the Attachment is available for review in the Office of the City Clerk during normal business hours. To obtain a copy, please contact the City Clerk at (760) 839-4617. For City Council members, a copy is available in the City Council reading file.

ATTACHMENT C

CITY OF ESCONDIDO

MINUTES OF THE REGULAR MEETING OF THE ESCONDIDO PLANNING COMMISSION

October 24, 2017

The meeting of the Escondido Planning Commission Meeting was called to order at 6:00 p.m. by Chairman Weber, in the City Council Chambers, 201 North Broadway, Escondido, California.

Commissioners present: Jeffery Weber, Chairman; Stan Weiler, Commissioner; James Spann; Commissioner; Don Romo, Vice-chairman; Michael Cohen, Commissioner; Joe Garcia, Commissioner; and James McNair, Commissioner.

Commissioners absent: None.

Staff present: Bill Martin, Director of Community Development; Mike Strong, Assistant Planning Director; Owen Tunnell, Principal Engineer; Kristin Blackson, Contract Planner; Adam Phillips, Deputy City Attorney; and Ty Paulson, Minutes Clerk.

MINUTES:

Moved by Commissioner Spann seconded by Commissioner McNair, to approve the minutes of the October 10, 2017, meeting. Motion carried. Ayes: Weber, Weiler, Spann, Romo, Garcia and McNair. Noes: None. Abstained: Cohen. (6-1)

WRITTEN COMMUNICATIONS – Received. Assistant Planning Director Strong stated that substantial amounts of public input were received regarding Public Hearing Item G.1. Any correspondences not previously shared with the Commission were done so at this time.

FUTURE NEIGHBORHOOD MEETINGS – Received.

ORAL COMMUNICATIONS: None.

PUBLIC HEARINGS:

1. **SPECIFIC PLAN, GENERAL PLAN AMENDMENT, REZONE, TENTATIVE SUBDIVISION MAP, SPECIFIC ALIGNMENT PLAN, DEVELOPMENT AGREEMENT, AND FINAL ENVIRONMENTAL IMPACT REPORT – SUB 16-0009; PHG 16-0018; ENV 16-0010:**

REQUEST: The proposed project involves a series of actions to implement The Villages – Escondido Country Club Specific Plan project, which includes a total of 380 residential homes at 3.5 dwelling units per acre; approximately 48.9 acres of permanent open space with active greenbelts; 3.5 acres of parks; and recreational, social, and community amenities in a Village Center. A General Plan Amendment is proposed to change the existing Urban I (up to 5.5 units per acre) General Plan designation on the 109.3-acre site to Specific Planning Area #14 to facilitate the specific plan process for the implementation of new development standards for the site. A companion rezone is proposed to change the existing zoning from R-1-7 (Single-Family Residential, 7,000 SF minimum lot size) to SP (Specific Plan). A proposed tentative subdivision map provides 191 single-family lots and 31 condominium lots with 189 detached and attached condominium units for a total of 380 dwelling units in the proposed development. The Project also proposes a Specific Alignment Plan (SAP) to improve Country Club Lane from Golden Circle Drive to Nutmeg Street with traffic calming features to reduce speeds along the corridor and enhance active transportation. The SAP features two proposed roundabouts, at the Golden Circle Drive and La Brea Street intersections. The applicant is also requesting the approval of a Development Agreement to extend the life of the project entitlements and receive specific fee credits. The proposal also includes the adoption of the environmental determination prepared for the Project.

PROPERTY SIZE AND LOCATION: The approximately 109.3-acre project site is located in the northwest portion of the City, along both sides of West Country Club Lane, addressed as 1800 West Country Club Lane.

Mike Strong, Assistant Planning Director, and Kristin Blackson, Contract Planner; referenced the staff report and noted staff issues were the adequacy of the Final EIR, whether the development capacity of the Project site has been reduced by prior density transfers to surrounding developments, appropriateness of the proposed residential clustering design; and compatibility of the proposed site design within the Escondido Country Club (ECC) community context. Staff recommended approval for the following reasons:

1. A Draft EIR, State Clearinghouse House (SCH) No. No. 2017011060 (City Log No. ENV 16-0010), was issued in accordance with applicable local and State laws to address potential environmental effects associated with the proposed Project. The City evaluated comments on the environmental issues received from persons who reviewed the Draft EIR. In accordance with the California Environmental Quality Act (CEQA), the City duly investigated each comment and prepared written responses describing the disposition of significant environmental issues raised. Responses to comments received on the Draft EIR have been incorporated into the Final EIR. As reflected in the Final EIR, Mitigation Measures required under

CEQA were developed to reduce the potential for adverse effects with respect to air quality, biological resources, cultural resources, greenhouse gas (GHG) emissions, hazards/hazardous materials, noise, and transportation/traffic. In determining whether the proposed Project has a significant effect on the environment, the City has based its decision on substantial evidence and has complied with CEQA Sections 21081.5 and 21082.2 and CEQA Guidelines Section 15901(b). A Mitigation Monitoring and Reporting Program (MMRP) has been prepared for the proposed Project, which the City has adopted or made a condition of approval of the proposed Project. The Final EIR concludes all potentially significant impacts would be mitigated to less than significant levels with the exception of one traffic-related impact, which would remain significant and unavoidable. The Project would result in a significant unavoidable long-term cumulative traffic impact at the I-15 southbound on-ramp at El Norte Parkway. Although mitigation is proposed to reduce this impact, it is considered a significant unavoidable impact even with the identified mitigation improvements because the improvements are located within the jurisdiction and responsibility of the California Department of Transportation (Caltrans), and neither the applicant nor the City of Escondido can ensure that Caltrans will permit the improvement to be made. Nonetheless, the proposed mitigation improvements are considered feasible to implement, and both the applicant and City will continue to coordinate with Caltrans to complete the mitigation improvements should the Project be approved. If Caltrans subsequently concurs and authorizes such improvements, this would eliminate the identified significant impact at the referenced on-ramp. For the reasons stated herein and elsewhere in this staff report, City staff recommends that the Planning Commission forward a recommendation to the Council to certify the EIR and adopt the Findings of Fact, Statement of Overriding Considerations, and the Mitigation Monitoring Reporting Program (MMRP).

2. Several months after the Project was submitted for City review, the Escondido Country Club Homeowners (ECCHO) prepared a "White Paper," dated January 26, 2017 (attached to this report), setting forth their position regarding the history of development in the area and the planning principals that have been applied in the past. The paper establishes a position that previous development in the Country Club area benefited from a density transfer from the open space provided by the golf course leaving a much lower residual density for any future development on the project site. The White Paper references, and includes as an exhibit, a City of Escondido report prepared in 2014 in response to an initiative measure for a residential development proposed by the property owner. The White Paper notes the City report provides a thorough recap of the development history in the Country Club area, "but does not explain the principal of density transfers

or bonuses resulting from the 'pledge' of open space provided by the golf course." The paper provides an example of five subdivisions where it is suggested that density bonuses were granted to these projects in recognition that the residential lots could be smaller because they had the benefit of adjoining the open space provided by the golf course. An exhibit depicting this point appears to indicate the allowable density for those subdivisions was an average R-1-7 density of 3.6 dwelling units per acre. Any higher density in one of these identified subdivisions would be considered an increase or bonus density granted or transferred from the open space provided by the golf course. The document concludes that pledged or transferred density received by past development projects results in a remaining maximum yield of 158 dwelling units on the project site.

While two of the listed subdivisions in the White Paper were developed under the R-1 zoning that existed prior to the implementation of R-1-7 zoning in 1966, the point can still be examined. Development density is a function of the General Plan, not zoning designations. For example, the current General Plan designation on the project site is Urban I, which allows a density of up to 5.5 dwelling units per acre. The existing R-1-7 zoning allows a minimum lot size of 7,000 square feet, but has no density allowance or other relation to allowable density beyond the number of 7,000 square foot lots that could fit within one acre. That may have been how allowable density and yield were calculated in the pre-General Plan era. The White Paper asserts that the R-1-7 zoning allows an average (and maximum) density of 3.6 dwelling units per acre. How this average density number was calculated, and why that number would also be the maximum density allowance, is not explained and is not supported by either the Escondido General Plan or the Escondido Zoning Code. The exhibit cannot be relied upon as proof that additional density was provided or transferred from the golf course to surrounding developments.

ECCHO's position that density was "pledged" over years from the golf course to surrounding development in return for smaller lot sizes and other exceptions like reduced setbacks is an interesting concept. Staff reports and resolutions from the time provide limited justification for the exceptions that were granted except for proximity to recreational facilities and the golf course. Similarly, there were no density calculations provided at the time that would have indicated the volume of density that presumably was transferred from the golf course. While proximity to the open area afforded by the golf course may have led to the granting of reduced lot sizes and other exceptions, there is no legal documentation that proves out the concept that a transfer of density occurred.

What can be determined is that a Special Use Permit granted by the Escondido Planning Commission in 1963 authorized the construction of a golf course on the site. The approval document (PC Resolution No. 389) included a condition specifying that a recorded document was to permanently reserve the golf course area as open space. A Declaration of Restrictions was recorded approximately four months later that carried out the provision of the open space condition as it related to the golf course. A subsequent approval for redesign of the residential development (Golden Circle Unit II) led to a subsequent Declaration of Restrictions recorded on July 31, 1964. This declaration included a provision noting the declarant was the owner of all property covered by the previous declaration and that "said prior declaration is hereby cancelled and rescinded in toto and this declaration is intended to replace the prior Declaration in full as though the latter does not exist." This substitute Declaration did not contain any language reserving the golf course as open space. This occurred despite the City's acknowledgement that Golden Circle Unit II was "predominated by below minimally sized lots" due specifically to the fact that "the central recreation area and golf course compensated for these small lots." Subsequent development approvals in the area likewise had no open space dedication requirements for the golf course. It appears there were no further efforts and there are no known legal documents that preserve any part of the former Country Club and golf course as permanent open space. This combined with the absence of formal documentation related to the concept of density transfers from the former golf course has led staff to determine the subject property retains its full density allowance provided by the Escondido General Plan.

The Project location and proposed density is consistent with the General Plan because the General Plan Land Use designation allows residential uses on the Project site. The proposed Specific Plan density of 3.47 units per acre allows the same (or less) density of development as the General Plan Land Use designation, which is Residential Urban 1 – up to 5.5 dwelling units per acre.

3. The clustering design for the proposed development would not increase the overall density of the site, but would allow for reduced lot sizes, larger open space lots, and preservation of the in-site natural drainage courses and biological resources. The same number of homes is clustered on a smaller portion of the total available land. Approximately 44.7 percent of the Project site is preserved as open space or recreational area. The remaining land, which would have been allocated to individual home sites, is now converted into protected passive and active open space areas and shared by the residents of the subdivision and the entire community. This also helps transition new development into existing neighborhoods, and create a

sense of buffering, which many were accustomed with the former golf course as a greenspace and recreational amenity.

4. The Project site is privately owned land consisting primarily of an abandoned 18-hole golf course. The surrounding residential development consists of single-family detached residences on a variety of lot sizes, attached single-family residences (duplexes) of several different densities, and several common-interest developments. These existing homes and associated properties would be located in close proximity to the proposed development and/or infrastructure improvements on the Project site. As proposed by the Project applicant, the Specific Plan would consist of new zoning standards and design guidelines. As a result of the proposed clustered development pattern, the Project would provide a landscaped privacy buffer of approximately 50 feet to 200 feet between existing homes and new residences. The landscape buffer includes trees and landscaping densely arranged to separate and buffer the surrounding neighborhoods. Furthermore, within each residential Village, there would be a balanced combination of residential housing types on a range of lot sizes. In addition, 15 percent of all of the homes would be single-story. Altogether, these standards promote a variety of roof lines and sight-line articulation, and the three (3) distinct architectural styles within each individual Village would add to diverse character form. This helps ensure that new development is of high quality, compatible, and can fit in to the existing community character context.

Mr. Strong requested revisions to Exhibit B in the staff report and changes to the Final EIR and MMRP to correct clerical errors.

Commissioner Weiler recused himself from this item and left the dais.

Commissioner Garcia noted that he had been requested to meet with Mike Slater and Bob Crowe.

Chairman Weber asked if the project would be graded in phases. Mr. Strong replied in the affirmative.

Commissioner Garcia and staff discussed the proposed setbacks and if the proposed Specific Plan had similar side yard setbacks to the R-1-7 Zone. Mr. Strong stated that both zoning districts similarly require a minimum side yard setback of five feet.

Commissioner Garcia asked if blasting was expected. Mr. Strong replied in the affirmative. Mr. Strong also stated that the any blasting activity would be subject

to mitigation measures and the Escondido Zoning Code, which regulates blasting activities.

Commissioner Garcia and Mr. Martin discussed the density transfer issue raised by some community members. Mr. Martin noted there was no evidence documenting any transfer of density from the golf course to an adjacent development.

Commissioner Romo and staff discussed the ADTs for Country Club Lane and the traffic calming measures as well as the status of the El Norte Parkway onramp in relation to the project.

Jonathan Frankel, New Urban West, thanked staff for their help with the project and urged the Commission to adopt staff's recommendation. He then provided an overview of New Urban West and the history for the subject property. He stated that the community outreach included meeting with over 350 residents at 40 kitchen table meetings, a 2-day open house with over 700 residents in attendance, and going door to door to over 1900 homes. He noted that most of the residents commented that New Urban West was on the right track. He indicated that they were contacted by a property owner, which led to multiple community meetings that grew in number and eventually formed ROCC (Renew our County Club). He stated that they felt the outreach process and extensive environmental review by City staff and experts led to the creation of the proposed solution that would benefit the community and remove the current property owner. He elaborated that the project would mitigate all of the environmental impacts, provided over 49 acres of open space and recreational and social amenities, and provided millions of dollars to road improvements and local schools. Mr. Frankel asked the individuals in support of the project to stand and then submitted 462 support cards and additional letters of support. He then played a video outlining the concerns and support for the project from individuals who lived in the Escondido Country Club community.

Bob Crowe, Escondido, was opposed to the project. He felt the project would be incompatible with the existing community, noting it proposed two-story multi-family units next to single-family homes. He expressed his concern with not receiving a response from staff when asking for design elevations from the perspective homes, noting his concern with visual impacts. He stated that the net profit for the project would be approximately \$80 million. He asked that the Commission deny the project and request a plan that was compatible with the General Plan and R-1-7 zone.

Patricia Hunter, Escondido, was opposed to the project. She expressed concern with the mix of dwellings changing from 392 with 78 condominiums to 380 with 188 condominiums during the draft and final EIR. She stated that New Urban West

had assured her no condominiums were proposed during the community talks. She then presented pictures of the homes on Portola Avenue and a New Urban West project in Harmony Grove, feeling that a 5-foot setback with 35-foot-high dwellings would be inappropriate. She also felt the project would create parking issues and also stated that the community would not support a community facilities district.

Jerry Swadley, Escondido, asked that the Commission vote no on the project. He indicated that the EIR stated that the alternate development plan was environmentally superior to the Villages Specific Plan. He noted that a plan in 2014 by the public was defeated for a similar high-density development. He felt the EIR was severely flawed, citing a two-page letter from the law firm of Delano and Delano which showed a draft conceptual master plan where every item in the EIR was not being provided. He was opposed to the proposed assessment district and asked that the Commission vote no on the project.

Flo Nystrom, Escondido, was in favor of the project. She felt the project would mitigate traffic, drainage, and illicit activities occurring in the area. She also felt the project would create safer conditions for the children and neighborhood.

Vivian Holland, Escondido, noted that she resided in the Barcelona Complex. She provided a video and slide presentation outlining concerns with drainage from the Country Club area onto their property. She expressed concern with the density of the project increasing the amount of impermeable surface area, thus reducing the amount of open land on-site where storm water could be absorbed. She disagreed with the EIR's statements that drainage would be insignificant. She was opposed to the proposed zone change and variances and asked that the property remain R-1-7.

Bonnie Goldstein, Escondido, was in favor of the project. She expressed her concern with the existing condition of the golf course and asked that the Commission approve the project.

Bill Westlake, Escondido, was in favor of the project. He felt the project would bring new families, which would renew the energy in the community. He was in favor of the project's amenities. He was concerned with the existing clubhouse attracting graffiti, vandalism, and transients. He noted that the development would bring additional property taxes, development fees, and traffic mitigation measures. He asked that the Commission approve the project.

Denise Miner, Escondido, was in favor of the project. She expressed her concern with the riffraff in the area and traffic, feeling New Urban West would rectify the issues in the area.

Rorie Johnson, speaking on behalf of the Board of Directors for the Escondido Chamber of Commerce, provided a letter of comment on the project. She noted that they supported well-planned housing developments that would meet the demands for current and future residents and employers. She also stated that they were confident that the City's development standards would ensure a quality development.

Sarah Valenzuela, Escondido, was in favor of the project. She felt the project would create a safer neighborhood for her and her children. She asked that the Commission approve the project.

Lena Bishop, Escondido, was concerned that the project would reduce her property value, and create additional noise and traffic on Country Club Lane. She also stated that the current conditions in the area created stress for her.

Everett DeLano, Escondido, did not feel enough time was provided to review the plans for the project. He felt the project was inconsistent with the General Plan, Municipal Code, Proposition S requirements, and the R-1-7 zoning. He referenced Section 6-484 and 17.122 of the Municipal Code, noting concern with allowing the site to go into disrepair and using the existing condition of it as an objective or incentive to approve the subject project. He then referenced Page 2 of the staff report and noted that the fact that the existing homes in the area were developed looking out onto a golf course could not be ignored and needed to be considered before taking action. He felt a reduced density alternative could meet all of the project's objectives.

Kirk Effinger, Escondido, was in favor of the project. He felt the project represented a compromise and was less dense than allowed for the zoning. He was in favor of the proposed infrastructure improvements and amenities the developed proposed. He expressed concern with the ECCHO group being opposed to another proposal that was 150 homes less than what was being proposed. He was also concerned with the legal fees and delays associated with lawsuits about the subject property. He felt the project would help the shortfall of housing and asked that the Commission approve the project.

Dylan Valenzuela, Escondido, concurred with the previous speaker and noted he was in favor of the project. He felt the project would be respectful of the area and would create a safer environment for his family.

Mike Slater, Escondido, President of the ECCHO Group, asked if the EIR and staff report was prepared by staff or by a consultant and whether the City Manager participated in finalizing staff's recommendation. He felt there was a significant bias towards New Urban West when reading the EIR, Specific Plan, and staff report. He asked who would build and maintain the amenities. He expressed his

concern with all of the amenities being taken care of after project approval and recordation of the final map through a community facilities district. He felt the community was entitled to know what the applicant's full plans were. He stated that they had prepared a white paper explaining the history of why the residential development consisted of what exists today, noting that the original golf course development was done prior to the Subdivision Map Act of 1972. They felt the property owners, especially those on the golf course, had rights that were being ignored. ECCHO urged the Commission to reject the project and deem the EIR inadequate and consider a project that was consistent with the General Plan and R-1-7 zoning.

Scott Tippett, Escondido, expressed concern with the issue before the Commission tearing their neighborhood apart and expressed his desire to build a better future for their families and Escondido.

Teri Argabright, Escondido, expressed her concern with the area being dilapidated. She stated that she was an engineer and read the entire EIR. She felt the detail and work that New Urban West put into the EIR met all of the City's requirements. She asked that the Commission approve the project.

Triny Finsterbusch, Escondido, was in favor of the project. She expressed her concern with being afraid to walk down the street in her area.

Tracie Bailey, Escondido, was in favor of the project. She felt the project would incorporate the needs of the community as well as feeling that New Urban West developed a plan that would meet the community's desires. She asked that the Commission approve the project.

Allan Gray, Escondido, was not against the project but was not in favor of the proposed density. He then referenced the traffic conditions and asked why nothing was mentioned about Firestone Drive with regard to traffic mitigation measures, feeling this needed to be addressed.

Hoodean Vafaei, Escondido, noted that he was speaking on behalf of him and his wife. He stated that a large portion of Escondido's citizens and the residents were in support of the project. He felt the project would increase property values, mitigate traffic issues, and create a safe neighborhood. He asked that the Commission approve the project.

Mitchell Bailey, Escondido, was in favor of the project. He noted that representatives of New Urban West were up front with them. He expressed his concern with the condition of the former golf course, feeling the project would create a safe neighborhood for his children.

Luis Nevarez, Escondido, was in favor of the project. He felt the project would create a great neighborhood with walkable areas.

Rick Elkin, Escondido, expressed his view that other plans were available, noting that Proposition H was defeated by a margin of 2:1. He stated that he had worked on hundreds of large developments. He felt the development should be done right versus being done fast, noting the subject property was once the centerpiece of the community. Additionally, he noted that this was an infill project in the middle of a settled and prestigious community and was the last parcel to a General Plan initiated 50 years in the past. He felt the City should demand that any development in the subject area adhere to the R-1-7 zoning. He noted that the vetting process had only been taking place for one year and asked that the Commission not make a decision until it was the right decision.

Mike Russo, Escondido, was opposed to the project. He felt the project was too dense and lacked resources. He did not feel the project would provide employment opportunities. He stated that the area was not within walking distance to any schools and had limited transit opportunities. He expressed his concern with traffic conditions on North Nutmeg Street, from El Norte Parkway to Country Club Lane, noting traffic enforcement was non-existent. He also expressed concern with the plan to widen the street in the area of Memory Lane and North Nutmeg, feeling this was the most dangerous intersection in the area. He questioned why this was not addressed in the EIR or by staff and asked the Commission to ask staff to address this issue.

Mike Finsterbusch, Escondido, was in favor of the project. He felt there was a legally defensible path forward. He stated that he was surrounded on three sides by two-story houses. He felt the proposed project would work for the community and asked the Commission to approve the project.

Kelly Puogil, Escondido, noted that her residence was located in close proximity to the defunct golf utility facility, noting her support for the project. She felt the development would create a safer environment, provide open space and landscaping with reasonably priced homes.

Karen Mottoneu, Escondido, was in favor of the project. She felt the project would increase property values. She also felt the project would bring more youth and jobs to the City.

Mike Sennella, Escondido, was in favor of the project. He noted that he lived in a condominium in the area, noting the attached condo units in the project were similar.

Ronald Newlin, Escondido, stated he was not opposed to development but was opposed to the proposed density. He expressed his view that the previous master plan should have been one that the City and its planners could rely on and that if any changes were needed that they be infrequent and only for compelling reasons for the public. He felt changes to the General Plan invalidated the zoning for the residents in the subject area. He asked that no special consideration be provided to the developer and that the property remain R-1-7.

Norma Chaves, Escondido, was in favor of the project. She stated that the neighbors in the area felt unsafe which impacted everyone in the community. She felt the project would help heal and create a safe community.

Gary Erickson, Escondido, strongly objected to the public review time for 2,200 pages of documents. He requested that this item be continued in order to allow more time to prepare remarks. He felt the project would have adverse visual impacts to existing residences along the golf course looking out onto the proposed development with fencing and 30- to 35-foot high duplex units with minimal setbacks. He then shined a flashlight to the top of Council Chambers indicating that the height of the proposed units would be higher. He asked that the Commission review the other messages he had sent to them with specific emphasis on the Subject Line PC and PC11 before voting on the subject matter. He also noted that the community had voted no on Proposition H, feeling a better solution should be looked into.

Brian Fieldman, Escondido, was opposed to the project. He expressed his concern with the closing of the golf course. He felt the solution was mediation between the residents and the developer. He disagreed with the EIR indicating that 17 of the 18 issues had been mitigated, noting his view that the aesthetics had not been mitigated.

Miles Grimes, Escondido, was in favor of the project. He stated that the ROCC group was very diverse sampling of residents and were in favor of the project. He asked that the Commission approve the project.

Mike Anet, Escondido, referenced the access points for the area in question, noting his concern with the area being heavily congested with traffic, especially in the area of El Norte Parkway and I-15. He did not feel the project would mitigate the traffic in the area.

Jeff Frey, Escondido, was opposed to the project. He felt the zoning should remain R-1-7; feeling the impact to the quality of life of the residents would be adversely impacted. He noted that the General Plan was adopted in 2012 and questioned what had changed so much that it should be revised. He also noted

that the citizens of Escondido had voted and won twice against developments that were not what was best for the citizens.

Suzanne Southwell, Escondido, was opposed to the project. She was concerned with the density of the project adding to the traffic and congestion in the area, especially on Nutmeg Street. She expressed concern with the stacking of vehicles on El Norte Parkway from Nutmeg Street during the morning hours and noted her view that adding a fourth lane was not possible. She felt the proposed traffic plan was unacceptable, noting that the pollution and noise generated by said traffic had not been taken into consideration. She asked that the number of housing units be reduced along with requiring more single-story homes.

Danis Carter, Escondido, was opposed to the project. He expressed his concern with the existing traffic volumes in the area and the project adding to said traffic volumes and pollution. He felt the EIR aesthetics section was biased towards the developer, feeling the rows of two-story homes would not blend with the existing neighborhood. He referenced Key View No. 7 as outlined in the report, noting that it would adversely change the character of the existing development. He felt reducing the project to 150 single-family homes would be more acceptable and aesthetically pleasing.

Scott Schmidt, Escondido, was in favor of the project, feeling it would create a better neighborhood.

Brad Mattoneri, Escondido, was in favor of the project. He felt the project would revitalize the neighborhood and bring the neighborhood together.

Patsy Grant, Escondido, expressed her concern with the excessive traffic volumes in the area. She expressed concern with being assessed for the amenities without it being exclusive to the residents. She questioned how the assessment would work. She was opposed to the project, feeling a better project could be developed.

Brian Monson, Escondido, was opposed to the project. He felt the project would create additional traffic and congestion. He was also opposed to the project due to wanting to honor the voice of the people's decision on Proposition H and retaining the General Plan designation of R-1-7

Audience Member Gina, Escondido, expressed her concern with the construction of the project proposing blasting. She was also concerned with increasing traffic in the area and the high speeds of said traffic. She felt a better project could be created.

Timothy Dutton, Escondido, noted that he rented in the area. He felt there were better options that the Commission could look at.

Karen Carter, Escondido, asked that the Commission notice how many blue and green shirts were left in the audience.

The Chair formally closed the Public Hearing portion of this item and asked commission members to deliberate.

Commissioner Romo noted he had lived in Escondido for 47 years and had observed the changes to the area in question. He stated that he had studied all of the project materials and would have a hard time not supporting it.

Commissioner Spann felt the project proposed amenities and infrastructure improvements that would increase property values and mitigate traffic issues. He stated that he was in favor of the project.

Commissioner McNair assured the public that he had read the EIR, written communications, and the staff report. He felt the project would mitigate storm water runoff. He was in favor of the mixed density component including the inclusion of the condo units. He noted his feeling that the EIR was adequately prepared. He stated the plan was acceptable and he was in support of the project.

Commissioner Cohen assured the public that he had read all of the material on the project. He felt the project would mitigate traffic, enhance safety in the community and beautify the area. He was in support of the project.

Commissioner Garcia expressed his sorrow for the division of the community on this subject. He felt the project proposed great amenities, but expressed his concern with number of homes proposed in the project. He questioned whether the proposed development was the best for the community. He stated he was opposed to the project.

Chairman Weber noted that he lived in the subject area and traveled the roads daily. He felt overall the project was appropriate. He concurred with some of the comments regarding Nutmeg Street having serious traffic issues, feeling traffic calming was needed in this area. He felt views from inside of the development needed additional landscape screening and architectural softening features. He also noted the Commission could not revisit the General Plan density. He stated he was in support of the project.

Ty Paulson, Minutes Clerk, noted that he received 60 additional slips opposed to the project and 59 additional slips in favor of the project. Those people indicated they wanted to register their position but did not need to address the commission.

ACTION:

Moved by Commissioner Spann, seconded by Commissioner Cohen, to approve staff's recommendation. The motion included incorporating revisions to exhibit B of the staff report, as findings of the Commissions; and changes to the Final EIR and MMRP to correct clerical errors as outlined in the staff report. Motion carried. Ayes: Weber, Spann, Cohen, McNair, and Romo. Noes: Garcia. Recused: Weiler. (5-1-1)

ORAL COMMUNATIONS: None.

PLANNING COMMISSIONERS: No discussion.

ADJOURNMENT:

Chairman Weber adjourned the meeting at 8:59 p.m. The next meeting was scheduled for November 14, 2017, at 7:00 p.m. in the City Council Chambers, 201 North Broadway, Escondido, California.

Mike Strong, Secretary to the Planning
Commission

Ty Paulson, Minutes Clerk

ATTACHMENT D

Public correspondences not included in the Final EIR or October 24, 2017 Planning Commission staff report

Due to the number of pages of Attachment D, a link has been provided to review the document electronically.

<https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ECC/Correspondence/PublicCorrespondence10.19to10.23.pdf>

<https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ECC/Correspondence/PublicCorrespondence10.23to10.24.pdf>

<https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ECC/Correspondence/PublicCorrespondence10.24.pdf>

<https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ECC/Correspondence/PublicComments10.24to11.7.pdf>

<https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ECC/Correspondence/PublicCorrespondencesfrom11.7to11.9.pdf>

A hardcopy of the Attachment is available for review in the Office of the City Clerk during normal business hours. To obtain a copy, please contact the City Clerk at (760) 839-4617. For City Council members, a copy is available in the City Council reading file.

ATTACHMENT E

STAFF RESPONSE TO COMMUNITY CONCERNS

The following helps summarize some of the key community-based questions that were presented as oral testimony to the Planning Commission at their October 24, 2017 meeting. Although this provides useful information to the reader in terms of assessing some of the issues that were identified during oral testimony, the reader is admonished to review the draft Planning Commission meeting minutes, provided as an attachment to the November 15, 2017 City Council staff report, to ascertain all matters that were orally presented.

A. WHY IS THE CITY NOT EVALUATING THE NEW 158-UNIT ALTERNATIVE?

City staff received a letter on October 4, 2017 that requested that the City revise the Draft EIR to accommodate a new reduced density alternative. The issue was also presented at the October 24, 2017 Planning Commission meeting. The City has reviewed the letter and has determined that further evaluation of the conceptual 158-unit plan is not required and that the plan is not feasible or reasonable for the following reasons:

1. *The City Already Considered a Reasonable Range of Feasible Alternatives to the Proposed Project in the EIR.*

CEQA requires the City to consider a reasonable range of feasible alternatives to a proposed project in the EIR; but, the City has satisfied this requirement by considering a reasonable range of alternatives in the EIR, including a “Reduced Density Alternative” substantially similar to the alternative suggested in the comment letter. The Draft EIR discussed the City’s rationale for selecting alternatives, and showed that a reasonable range of alternatives were selected that would (1) avoid or substantially lessen significant environmental impacts; (2) implement basic project objectives; (3) be feasible and reasonable. Pursuant to the State CEQA Guidelines, the alternatives analysis focused on alternatives that, if implemented, could reduce or eliminate any of the Project’s significant effects. Other factors considered by the City can include site suitability, economic viability and more.

The Reduced Density Alternatives (158 and 138 units) were considered based on two reduced-density alternatives submitted by ECCHO during the EIR scoping period. Several assumptions were made regarding these reduced density alternatives based on the "Alternative Concept Plans" submitted by ECCHO. The Draft EIR assumed that although fewer units would be developed, the footprint of disturbance to construct the reduced number of residences would be roughly the same as the Project because the lot sizes would be larger. The alternatives would also not include the Specific Alignment Plan.

As discussed in the Final EIR, as compared to the Project, each of these Reduced Density Alternatives would reduce the significant impacts of the Project associated with air quality, noise, greenhouse gas emissions, and transportation and traffic. Most notably, this is because fewer homes would be built, so less traffic would be

generated from residents and these associated impacts would be reduced. Furthermore, while construction emission impacts would be similar for the alternatives; because fewer units would be developed, fewer emissions would occur over a shorter duration. Impacts to biological resources, cultural resources, and hazards/ hazardous materials would be the same or similar to the Project. For these reasons, the 138-unit alternative was considered the environmentally superior alternative.

There is a table that compares alternatives relative to Project Objectives to show how or if each of the alternatives relative to achieving each of the Project Objectives. In sum, the Draft EIR states Reduced Density Alternatives (138 and 158 Units) would not meet Project Objectives 3, 5, and 6 and only partially achieve Project Objectives 4, 7, and 8. The Reduced Density Alternatives (279 Units) would not meet Project Objectives 3, 5, and 6, and would only partially achieve Project Objectives 2, 4, 7, and 8. The No Project/No Development Alternative would not satisfy any Project Objectives.

The City has thus complied with CEQA by considering a reasonable range of feasible alternatives, and providing an adequate discussion of alternatives that would reduce the Project's significant effects and foster informed decision-making and informed public participation. (State CEQA Guidelines § 15126.6 (f).)

2. *The City is Not Required to Consider Every Alternative Suggested by Comments.*

CEQA does not require that an agency consider specific alternatives that are proposed by members of the public or other outside agencies. Rather, the EIR need only discuss 'a range of reasonable alternatives. The City has satisfied this requirement by considering a reasonable range of alternatives in the EIR, including a "Reduced Density Alternative" substantially similar to the alternative suggested in the comment letter.

If an EIR discusses a reasonable range of alternatives, it is not rendered deficient merely because it excludes other potential alternatives. The new 158-unit map alternative is not shown to offer any environmental advantages over the Project or alternatives; and is merely a variation of the "Reduced Density Alternative" already discussed and analyzed accordingly in the EIR.

When an EIR discusses a reasonable range of alternatives sufficient to foster informed decision-making, it is not required to discuss additional alternatives substantially similar to those discussed. No consideration is required of an alternative which offers no substantial environmental advantages over the project or other alternatives considered in the EIR. Further, it is possible to reject variations on the alternative considered and rejected in the EIR. Consideration of another 158-unit alternative is not justified.

3. *The New 158-Unit Alternative is Infeasible*

In determining whether an alternative is feasible the City must weigh and balance the advantages and disadvantages of the alternative taking into account economic, social, environmental, technological, legal, and other factors – including desirability and practicality. The commenter provides no evidence of the economic feasibility of its proposal. With the substantial unit count reduction and additional community features/benefits, the upkeep and maintenance costs would likely exceed any reasonable HOA assessment.

B. WHAT IS THE PROPOSED PHASING OF THE PROJECT?

According to what was recorded in the Final EIR, demolition of the existing clubhouse building and associated structures would occur first. This is consistent with the proposed terms of the Development Agreement, or stated elsewhere in the proposed Project's Conditions of Approval. Following demolition, preparation of the Project site (i.e., grading, soil import, trenching for dry and wet utilities, and surface improvements) for vertical building construction would commence. It is assumed that site-preparation activities would occur in four (4) phases. The first phase would include Village 1 and the Village Center. The second phase would include Village 2. The third phase would include the northeast parcel of Village 3, bordered by Country Club Lane, La Brea Street, La Mirada Avenue, and Nutmeg Lane. The last phase (four) would include the southwest portion of Village 3 bordered by La Brea Street, Country Club Lane, and Firestone Drive. Rough grading is estimated to be completed in approximately seven (7) months. Finished grading is estimated to require approximately (2) months.

Three paving phases represent off-site improvement areas on Country Club Lane, El Norte Parkway, and Nutmeg Street, and said paving phasing would generally follow the incremental improvements of the subject site. The SAP improvements would be phased alongside each village. The Project's proposed Conditions of Approval require the SAP to be completed before the 50th unit is built. However, it is anticipated that the roundabout at Golden Circle and Country Club Lane (Project entry) and improvements at Gary Lane will be constructed prior to the issuance of first certificate of occupancy for Village 1. Furthermore, it is anticipated that the SAP improvements at Country Club Lane and Firestone, as well as Country Club Lane and La Brea will be constructed prior to issuance of first certificate of occupancy for Village 2. The SAP improvements at Country Club Lane and Nutmeg will be constructed prior to issuance of first certificate of occupancy for Village 3.

C. WHAT IS THE PROJECT DOING TO IMPROVE SITE DRAINAGE?

The Project would include removal of existing concrete drainage channels that currently convey runoff through the Project site, as well as the construction of channels that would provide biofiltration for the stormwater runoff from the Project, the existing surrounding development, and all of the existing tributary drainage flowing through the Project site into

San Marcos Creek. Stormwater would be collected in treatment basins where it would flow through a biofiltration treatment system to remove pollutants.

The greenbelts and environmental channels/basins would comprise 48 acres of the 109.3-acre development. All of the Project's proposed biofiltration BMPs would be designed for water quality requirements, per City specifications and the Project Drainage Study. The proposed biofiltration detention basins and channels would minimize off-site discharge of surface water pollutants while simultaneously preventing downstream flooding-related impacts.

D. WHAT HAS BEEN DONE TO PROTECT PRIVATE VIEWS?

In terms of site design, context-sensitive transitions between new development and the existing residences is best achieved through clustered development. The purpose of clustered development is to provide for more flexibility in the location of dwelling units within a subdivision, to promote efficiency of access, and to reduce the overall amount and extent of physical improvements required for residential development to preserve open space, conserve natural features of land, and/or to avoid potential adverse environmental impacts. This is an important feature of the Project and helps produce a comprehensive development of superior quality than might otherwise occur from more traditional development applications because the proposed development clusters density at the center of the site allowing for more open space at the perimeter, preserving visual character.

In terms of building design, the recommended action to approve the Project has been made contingent upon compliance with the new Specific Plan and Conditions of Approval imposed on the associated Tentative Subdivision Map. Such limitations are necessary to protect the best interests of, and to assure developments and improvements more compatible with, the surrounding properties, to secure an appropriate development through the orderly, planned use of property as anticipated within the General Plan, and to prevent or mitigate the potential adverse environmental effects of the subject recommended action. The properties involved are suitable for the uses permitted by the proposed Project since the permitted use on the proposed development site would be the same use permitted by the previous zoning and the proposed Project would be consistent with the development standards of the Escondido Municipal and Zoning Codes in terms of building height (35 feet). Approximately 16 percent of the units are designated to be built as single-story and variegated building prototypes are proposed to create site lines and to facilitate high quality architecture.

E. HOW AND WHEN WERE PUBLIC COMMENTS REVIEWED?

All written communications have become part of the Project's administrative record. The City logs and organizes all Project-related materials, and then distributes those records to all decision-makers involved with the public hearing process.

The noticed public comment period on the Draft EIR commenced June 28, 2017 and ended on August 18, 2017. Written material received during this time has been logged into the Final EIR, as referenced in the staff report. Notwithstanding, those records directly addressed to the Commission were provided to the commissioners at their August 8, 2017 meeting. Additional correspondences received after the EIR circulation period were either provided to the Commission at their October 10, 2017 meeting; or if received by the City after this meeting date, provided to Commissioners electronically as part of the staff report, which posted on October 19, or through separate email-batched communications on October 23, 2017. Other written correspondences were received at the October 24, 2017 meeting.

Therefore, any communications addressed directly to the Commission were delivered to each member in a time and manner that allowed the communications to be appropriately considered. City staff has made every effort to get submitted materials to City Officials as soon as reasonably practical. All correspondences may be reviewed at the following link:

<https://www.escondido.org/city-council-november-15-2017-staff-report.aspx>

RESOLUTION NO. 2017-151

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
CERTIFYING THE FINAL ENVIRONMENTAL
IMPACT REPORT AND ADOPTING FINDINGS
OF FACT, A STATEMENT OF OVERRIDING
CONSIDERATIONS, AND A MITIGATION
MONITORING AND REPORTING PROGRAM
FOR THE VILLAGES–ESCONDIDO COUNTRY
CLUB PROJECT PROPOSAL

CASE NOS.: SUB 16-0009, PHG 16-0018, and ENV 16-0010

WHEREAS, New Urban West, Inc. (“Applicant”) submitted a land use development application to build 380 new homes, a Village Center, and provide approximately 48.9 acres of permanent passive and active open space on property located in the northwest portion of the City of Escondido (“City”), along both sides of West Country Club Lane west of Nutmeg Street. The Project site currently has an address of 1800 West Country Club Lane, Escondido CA 92025, legally described in Exhibit “D” attached to this Resolution and incorporated herein by this reference as though fully set forth; and

WHEREAS, pursuant to the authority of Government Code Sections 65450 – 65457, Government Code Section 65350 et seq., Government Code Section 66410 et. seq., and Government Code Sections 65864 – 65869.5, said verified application in its entirety constitutes a Specific Plan, General Plan Amendment, Rezone, Tentative Subdivision Map, Specific Alignment Plan, and Development Agreement (“Project”); and

WHEREAS, said verified application was submitted to, and processed by, the Planning Division of the Community Development Department as Planning Case Nos.

SUB 16-0009, PHG 16-0018, and ENV 16-0010, in accordance with the rules and regulations of the Escondido Municipal and Zoning Codes, and the applicable procedures and time limits specified by the Permit Streamlining Act (Government Code Section 65920 et seq.) and the California Environmental Quality Act (“CEQA”) (Public Resources Code Section 21000 et seq.); and

WHEREAS, pursuant to CEQA (Public Resources Code Section 21000 et. seq.), and its implementing regulations (the State CEQA Guidelines), 14 California Code of Regulations Section 15000 et. seq., the City is the lead agency for the Project, as the public agency with the principal responsibility for approving the proposed Project; and

WHEREAS, an Initial Study Checklist was prepared in accordance with CEQA Guidelines Section 15063. The Initial Study Checklist was posted on the City’s website on January 25, 2017. Based on the Initial Study, the City determined an EIR would be prepared to address potential direct and cumulative impacts associated with air quality, aesthetics, biological resources, cultural resources/tribal resources, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology/water quality, land use and planning, noise, public services, transportation/traffic and utilities and services; and

WHEREAS, in accordance with Guidelines Section 15082, the City distributed a Notice of Preparation (“NOP”) of an EIR to the State Clearinghouse, local and regional responsible agencies, and other interested parties on January 25, 2017, for a 30-day comment period which ended on February 24, 2017. The Initial Study was provided as an attachment to the NOP. The City also advertised the NOP comment review period in an Escondido Country Club e-newsletter, print flyers at City Hall, and a display ad in a

local newspaper; and made an announcement in the City Manager's weekly log and at a January Planning Commission meeting. In addition, a public scoping meeting was held on February 13, 2017; and

WHEREAS, the Draft EIR for the proposed Project was then prepared and circulated for review and comment by the public, agencies, and organizations and was circulated for public review and comment pursuant to the State CEQA Guidelines by filing a Notice of Availability ("NOA") of the Draft EIR for review with the County Clerk of San Diego. The NOA was also mailed to organizations and parties expressing interest in the Project on June 28, 2017, notifying the general public, public agencies, and interested individuals and organizations that a 45-day public review period would begin on June 28, 2017, and end on August 11, 2017. The NOA was also filed with the City Clerk, published in the Daily Transcript, and posted on the City's website; and

WHEREAS, a Notice of Completion the Draft EIR was circulated to State agencies for review through the State Clearinghouse, Office of Planning and Research (SCH No. 2017011060) on June 28, 2017; and

WHEREAS, on August 8, 2017, the City provided a Notice of Extended Comment Period and extended the public comment period for the Draft EIR by seven (7) days, to close August 18, 2017, for a total public review and comment period of 52 days; and

WHEREAS, during the 52-day public comment period of the Draft EIR, the City consulted with and requested comments from all responsible and trustee agencies, other regulatory agencies and others pursuant to State CEQA Guidelines Sections 15086 and 15087; and

WHEREAS, the City received comments concerning the Draft EIR from public agencies, organizations, and individuals, and pursuant to CEQA Guidelines Section 15088, the City prepared responses to all written comments received on the Draft EIR which raised environmental issues; and

WHEREAS, the City has determined that the comments received on the Draft EIR did not contain any significant new information within the meaning of CEQA Guidelines Section 15088. 5 and therefore, recirculation of the Draft EIR is not required; and

WHEREAS, the City prepared a Final EIR, which contains the information required by CEQA Guidelines Section 15132, including the Draft EIR, the technical appendices and referenced documents, revisions and additions to those documents, public and agency comments on the Draft EIR and the City' s responses to comments, which was sent out for a 10-day public notice period on October 13, 2017, and ending on October 23, 2017, pursuant to Public Resources Code Section 21092.5; and

WHEREAS, the Planning Commission did hold a duly noticed public hearing as prescribed by law to consider the certification of the Final EIR on October 24, 2017, during which it received any evidence and took and considered public testimony from those wishing to be heard regarding certification of the Final EIR; and

WHEREAS, the Planning Commission adopted Planning Commission Resolution No. 6105 recommending that City Council certify the EIR, adopt the CEQA Findings of Fact, adopt the Statement of Overriding Considerations and adopt the Mitigation Monitoring and Reporting Program; and recommending approval of said Project, with

recommended revisions, on file with the Office of the City Clerk and incorporated herein by this reference as though fully set forth herein; and

WHEREAS, pursuant to Public Resources Code Section 21092.5, the City provided a Notice of City Council Public Hearing to all organizations and individuals who had previously requested such notice, and published the Notice of Public Hearing in the Daily Transcript and posted the Notice on the City's website; and

WHEREAS, the City Council did on November 15, 2017, hold a duly noticed public hearing as prescribed by law to consider the Planning Commission's recommendation to certify the Final EIR and approve said Project, during which it considered all factors relating to the EIR and the Project, including additional evidence and considered public testimony from those wishing to be heard regarding certification of the Final EIR; and

WHEREAS, the City Council has carefully reviewed and considered all environmental documentation comprising the Final EIR, including the Draft EIR and the revisions and additions thereto, the technical appendices and referenced documents, and the public comments and the responses thereto (Exhibit "A" of this Resolution, on file in the Office of the City Clerk and incorporated herein by this reference as though fully set forth herein), and has found that the Final EIR considers all potentially significant environmental impacts of the Project and is complete and adequate, and fully complies with all requirements of CEQA and the State CEQA Guidelines; and

WHEREAS, at said public hearing, City Council members independently and jointly reviewed and analyzed the Draft EIR and Final EIR, and these documents reflect the independent judgment of the City Council and the City as the Lead Agency for the

Project. The City Council considered all significant impacts, mitigation measures, Project alternatives identified in the Final EIR, and considered all written and oral communications from the public regarding the environmental analysis, and found that all potentially significant impacts of the Project have been lessened or avoided to the extent feasible; and

WHEREAS, CEQA and the CEQA Guidelines provide that no public agency shall approve or carry out a project for which an EIR has been completed that identifies one or more significant effects of the project unless the public agency makes certain written findings for each of the significant effects, accompanied by a statement of facts supporting each finding; and

WHEREAS, CEQA and the CEQA Guidelines require that where an agency approves a project that would allow the occurrence of significant environmental effects which are identified in an Environmental Impact Report, but are not mitigated to a level of insignificance; the agency state in writing the specific reasons supporting its action based on the Final EIR and/ or other information in the record; and

WHEREAS, pursuant to CEQA Guidelines Section 15091, 15093, and 15097, the City of Escondido has prepared CEQA Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program (as revised based on City Council's decision described herein), which have been filed with the City of Escondido (Exhibits "B" and "C" of this Resolution, which are incorporated by this reference); and

WHEREAS, the City Council has balanced the benefits of the Project against its unavoidable environmental risks in making its recommendation on this Project as

necessary to serve the existing and future needs of the City of Escondido, has analyzed the information submitted by staff and considered any written and oral comments received at the public hearing, including all factors relating to the Project (Planning Case Nos. SUB 16-0009, PHG 16-0018, and ENV 16-0010), and has determined that any remaining unavoidable significant impacts are outweighed by specific economic, legal, social, or other benefits of the Project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Escondido, in its independent judgment, hereby finds that:

1. That the foregoing recitations are true and correct and are incorporated herein by this reference as though set forth in full.

2. That in determining whether the proposed Project has a significant impact on the environment, and in adopting these Findings pursuant to Section 21081 of CEQA, the City has based its decision on substantial evidence and has complied with CEQA Sections 21081.5 and 21082.2 and Guidelines Section 15901(b). In addition, the City has analyzed the potential for adverse secondary impacts that could result from the mitigation measures proposed as part of the Project pursuant to CEQA Guidelines Section 15126.4(a)(1)(D), and finds that no additional significant adverse impacts would result from implementation of Project mitigation measures.

3. That the Record of Proceedings upon which the City Council bases its decision includes, but is not limited to: (1) the Final EIR and the appendices and technical reports cited in and/or relied upon in preparing the Final EIR; (2) the staff reports, City files and records and other documents, prepared for and/or submitted to the City relating to the Final EIR and the Project itself; (3) the evidence, facts, findings

and other determinations set forth herein; (4) the General Plan and the Escondido Municipal Code; (5) all designs, plans, studies, data and correspondence submitted to the City in connection with the Final EIR and the Project itself; (6) all documentary and oral evidence received at public workshops, meetings, and hearings or submitted to the City during the comment period relating to the Final EIR and/or elsewhere during the course of the review of the Project itself; and (7) all other matters of common knowledge to the to the City, including, but not limited to, City, state, and federal laws, policies, rules, regulations, reports, records and projections related to development within the City and its surrounding areas.

4. That as recommended by the Planning Commission and identified in Planning Commission Resolution No. 6105, on file in the Office of the City Clerk and incorporated herein by this reference as though fully set forth herein, Mitigation Measure M-N-1 in the Final EIR and Mitigation and Monitoring and Reporting Program shall be revised to correct a clerical error. The Final EIR was distributed to public agencies and made available for public review on October 13, 2017. At the same time, or shortly thereafter, the full City Council also received this version of the Final EIR to enable ample opportunity for individual review in advance of the public hearing. In consideration of the foregoing, Section 2.6.5 and Section 7.6.1 of the Final EIR shall be revised to require noise mitigation when construction equipment is within 260 feet from existing residences, rather than 200 feet.

5. That the following mitigation measures recommended in the Final EIR and Mitigation Monitoring and Reporting Program shall be revised as follows to correct a clerical error (strikeout indicates deleted text and underline indicates new text):

Traffic Mitigation Measure TR-1 Intersection #8. El Norte Parkway/Woodland Parkway.

Prior to issuance of a building permit for the 158th dwelling unit, the Project applicant, or its designee, shall restripe the westbound approach of El Norte Parkway at Woodland Parkway to provide ~~one left-turn lane~~ two left-turn lanes, two through lanes, one right-turn lane, and a bike lane. The westbound leg (west of Woodland Parkway, now Borden Road) shall be restriped with two receiving lanes and a bike lane. The striped median and eastbound left-turn lane will be restriped to correct the offset. The westbound right-turn lane striping on Borden Road to the church driveway will be removed. The two westbound lanes shall continue westbound to Amber Drive, where a lane drop shall be striped to transition to a single westbound through lane. Traffic signal equipment at the El Norte Parkway/Woodland Parkway intersection shall also be modified to serve the revised geometry. No widening of El Norte Parkway or Borden Road will be required.

6. That the Final EIR, as so amended and evaluated, is adequate and provides good-faith disclosure of available information on the Project and all reasonable and feasible alternatives thereto.

7. That the information provided in the various reports submitted in connection with the Project and in the responses to comments on the Draft EIR, the information added to the Final EIR, and the evidence presented in written and oral testimony at public hearings on the Project, do not constitute significant new information

that would require recirculation of the EIR pursuant to Public Resources Code Section 21092.1 and CEQA Guidelines Section 15088.5.

8. That the findings of the Planning Commission, contained in Planning Commission Resolution No. 6015, on file with the Office of the City Clerk and incorporated herein by reference, are hereby adopted as the findings of the City Council.

9. That the City has made no decisions that constitute an irretrievable commitment of resources toward the proposed Project prior to certification of the Final EIR, nor has the City previously committed to a definite course of action with respect to the proposed Project.

10. That the City Council finds and determines that the applicable provisions of CEQA and the State CEQA Guidelines have been duly observed in conjunction with said hearing and the considerations of this matter and all of the previous proceedings related thereto. The City Council finds and determines that (a) the Final EIR is complete and adequate in scope and has been completed in compliance with CEQA and the State CEQA Guidelines for implementation thereof; (b) the Final EIR was presented to the City Council, and the City Council has fully reviewed and considered the information in Final EIR prior to approving the Project,; and (c) the Final EIR reflects the City Council' s independent judgment and analysis, and, therefore, the Final EIR is hereby declared to be certified in relation to the subject of this Resolution.

11. That the City Council further finds and determines that the Project is approved despite the existence of certain unavoidable significant environmental effects identified in the Final EIR, and, pursuant to Public Resources Code section 21081(b)

and CEQA Guidelines section 15093, the City Council hereby makes and adopts the Statement of Overriding Considerations appended hereto as Exhibit "B" and made part hereof by this reference, and finds that such effects are considered acceptable because the benefits of the Project outweigh the unavoidable environmental effects.

12. That pursuant to Public Resources Code Section 21081.6 and CEQA Guidelines Section 15091(d), the City Council hereby adopts and approves the Mitigation Monitoring and Reporting Program, which is appended hereto as Exhibit "C" and is made a part hereof by this reference, with respect to the significant environmental effects identified in the Final EIR, and hereby makes and adopts the provisions of the Mitigation Monitoring and Reporting Program as conditions of approval for the Project.

13. That this action is final on the date this Resolution is adopted by the City Council. Unless a shorter statute of limitations applies, the time limits for judicial review shall be as provided in California Code of Civil Procedures Section 1094.6.

14. That pursuant to Public Resources Code Section 21081.6(a)(2) and CEQA Guidelines Section 15091(e), all documents and other materials which constitute the record of proceedings are located at the City of Escondido, City Civic Center. The City Clerk, whose office is located at 201 North Broadway, Escondido CA 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the City Council's decision is based, which documents and materials shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

EXHIBIT A TO CITY COUNCIL RESOLUTION NO. 2017-151

FINAL ENVIRONMENTAL IMPACT REPORT

THE VILLAGES – ESCONDIDO COUNTRY CLUB PROJECT

Due to the number of pages of Exhibit A, a link has been provided to review the document electronically.

<https://www.escondido.org/finaleir.aspx>

A hardcopy of the Exhibit is available for review in the Office of the City Clerk during normal business hours. To obtain a copy, please contact the City Clerk at (760) 839-4617. For City Council members, a copy is available in the City Council reading file.

EXHIBIT B TO CITY COUNCIL RESOLUTION NO. 2017-151

CEQA FINDINGS OF FACT

Due to the number of pages of Exhibit B, a link has been provided to review the document electronically.

https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ECC/CEQA_Findings_ECC2017.pdf

A hardcopy of the Exhibit is available for review in the Office of the City Clerk during normal business hours. To obtain a copy, please contact the City Clerk at (760) 839-4617. For City Council members, a copy is available in the City Council reading file.

EXHIBIT C TO CITY COUNCIL RESOLUTION NO. 2017-151

MITIGATION MONITORING AND REPORTING PROGRAM

Due to the number of pages of Exhibit C, a link has been provided to review the document electronically.

https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ECC/exhibits/MMRP_ready101817_revised11_7.pdf

A hardcopy of the Exhibit is available for review in the Office of the City Clerk during normal business hours. To obtain a copy, please contact the City Clerk at (760) 839-4617. For City Council members, a copy is available in the City Council reading file.

EXHIBIT D TO CITY COUNCIL RESOLUTION NO. 2017-151

LEGAL LOT DESCRIPTION

Due to the number of pages of Exhibit D, a link has been provided to review the document electronically.

<https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ECC/exhibits/Reso2017-151ExhibitD.pdf>

A hardcopy of the Exhibit is available for review in the Office of the City Clerk during normal business hours. To obtain a copy, please contact the City Clerk at (760) 839-4617. For City Council members, a copy is available in the City Council reading file.

RESOLUTION NO. 2017-152

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING AMENDMENTS TO THE GENERAL PLAN TO CHANGE THE DESIGNATION OF THE PROJECT SITE FROM RESIDENTIAL URBAN 1 TO SPECIFIC PLAN #14 AND TO APPROVE OTHER ANCILLARY GENERAL PLAN AMENDMENTS TO SUPPORT THE VILLAGES-ESCONDIDO COUNTRY CLUB PROJECT PROPOSAL

CASE NOS.: SUB 16-0009, PHG 16-0018, and ENV 16-0010

WHEREAS, New Urban West, Inc. ("Applicant") submitted a land use development application to build 380 new homes, a Village Center, and provide approximately 48.9 acres of permanent passive and active open space on property located in the northwest portion of the City of Escondido ("City"), along both sides of West Country Club Lane west of Nutmeg Street. The Project site currently has an address of 1800 West Country Club Lane, Escondido CA 92025, legally described in "Exhibit D to City Council Resolution No. 2017-151, which is incorporated herein by this reference as though fully set forth herein; and

WHEREAS, said verified application was submitted to, and processed by, the Planning Division of the Community Development Department as Planning Case Nos. SUB 16-0009, PHG 16-0018, and ENV 16-0010 in accordance with the rules and regulations of the Escondido Municipal and Zoning Codes, and the applicable procedures and time limits specified by the Permit Streamlining Act (Government Code Section 65920 et seq.) and CEQA (Public Resources Code Section 21000 et seq.); and

WHEREAS, the Planning Division of the Community Development Department completed its review and scheduled a public hearing regarding the application before

the Planning Commission for October 24, 2017, at which interested persons were given the opportunity to appear and present their views with respect to said proposed General Plan Amendment and related Project actions. Following the public hearing on October 24, 2017, the Planning Commission adopted Resolution No. 6105, which recommended that the City Council, among other things, approve the General Plan Amendment; and

WHEREAS, the City Council of the City of Escondido is authorized by State law to adopt and, from time to time, amend the General Plan governing the physical development of the City of Escondido; and

WHEREAS, the City Council may also adopt more detailed plans relating to the manner of development of various areas of the City of Escondido, like the proposed Project, which includes a Specific Plan request; and

WHEREAS, an original copy of the proposed General Plan Amendment and all other related Project materials are on file in the Office of the City Clerk, with a copy of each document submitted to the City Council for its consideration. The City Clerk, whose office is located at 201 North Broadway, Escondido CA 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the City Council's decision is based, which documents and materials shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act; and

WHEREAS, the City Council did on November 15, 2017, hold a duly noticed public hearing as prescribed by law. Evidence was submitted to and considered by the City Council, including, without limitation:

- a) Written information including all application materials and other written and graphical information posted on the project website.
- b) Oral testimony from City staff, interested parties, and the public.
- c) The City Council staff report, dated November 15, 2017, which along with its attachments, is incorporated herein by this reference as though fully set forth herein, including the Planning Commission's recommendation on the request.
- d) Additional information submitted during the public hearing; and

WHEREAS, pursuant to the California Environmental Quality Act, a Final Environmental Impact Report (SCH No. 2017011060) relative to the Project was prepared and the City Council has certified it, along with adopting the CEQA Findings of Fact, a Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program per City Council Resolution No. 2017-151; and

WHEREAS, that upon consideration of the Findings/Factors to be Considered, attached as Exhibit "A" and incorporated herein by this reference as though fully set forth, the November 15, 2017 City Council staff report, the Planning Commission recommendation, based on the totality of the record and evidence described and referenced in this Resolution, the City Council desires to adopt the proposed Specific Plan, called the Villages - Escondido Country Club ("Villages Specific Plan"), to govern the physical development of that area of the City of Escondido; and

WHEREAS, a Specific Plan is a tool for the systematic implementation of a General Plan. The City of Escondido General Plan requires amendment to provide consistency with the proposed Villages Specific Plan and to effect the purposes of the proposed Villages development plan proposal. The City Council will consider adopting

Ordinance No. 2017-13 to adopt the Villages Specific Plan and to amend the Citywide Zoning Map to ensure internal consistency of the City' s policy and regulatory framework following adoption of this General Plan Amendment. Approval of Resolution No. 2017-152 will enable City Council adoption of Ordinance 2017-13, in accordance with the Government Code Section 65454.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Escondido, in its independent judgment and after fully considering the totality of the record and evidence described and referenced in this Resolution, hereby declares that:

1. That the foregoing recitations are true and correct and are incorporated herein by this reference as though set forth in full.

2. That the General Plan is hereby amended to change the Land Use designation on the subject site from Residential Urban 1 to Specific Plan #14, as set forth in Exhibit "B" and incorporated herein by reference as though fully set forth.

3. That under Government Code Section 65300.5, no policy conflicts can exist either textual or diagrammatic, between the components of an otherwise complete and adequate General Plan. The Project requires conforming amendments to the Land Use Element portion of the General Plan. Said amendments and text/map changes are necessary to provide consistency between the goals and polices of the various elements of the General Plan and between the General Plan and Zoning. The proposed amendments shown in Exhibits "B" are required to establish Specific Plan #14.

3. That the proposed General Plan Amendments are consistent with sound planning principles in that the proposed implementing regulations are compatible and

ensure that the goals and policies of the General Plan can be adequately implemented to achieve the community's vision.

4. That the City Council will consider adopting Ordinance No. 2017-13 to approve the Villages Specific Plan. Furthermore, an implementation program associated with the actions and approvals included in this Resolution is required to ensure consistency with the General Plan. City Council will consider adopting Ordinance No. 2017-13 to also ensure continued, horizontal consistency between various planning documents. The Villages Specific Plan and Rezoning of the subject site from R-1-7 to Specific Plan (SP), all of which are more particularly described in Ordinance 2017-13, shall be adopted to ensure consistency with the General Plan, as revised by this City Council Resolution No. 2017-152.

5. That the findings of the Planning Commission, contained in Planning Commission Resolution No. 6015, on file with the Office of the City Clerk and incorporated herein by reference, are hereby adopted as the findings of the City Council.

6. That concurrently with this Resolution, the City Council is taking a number of actions in furtherance of the Project, as generally described by the November 15, 2017 City Council staff report. No single component of the series of actions made in connection with the Project shall be effective unless and until it is approved by an Ordinance or Resolution and is procedurally effective within its corporate limits as a statute in the manner provided by state law. Therefore, this Resolution shall become effective and operative only if City Council Resolution No. 2017-151 is approved.

EXHIBIT A TO CITY COUNCIL RESOLUTION NO. 2017-152

FINDINGS/FACTORS TO BE CONSIDERED

General Plan Amendment Determinations:

1. The proposed General Plan Amendment would change the Project site from Residential Urban 1 (up to 5.5 dwelling units per acre) to Specific Planning Area No. 14 (SP #14). The General Plan Amendment to SP #14, as implemented through a new Specific Plan, which would allow the same density of development as the Residential Urban 1 Land Use designation. Both of these designations permit residential units at a density of up to 5.5 dwelling unit per acre. General Plan policies 5.8 and 11.7 of the Land Use Element allow provisions for clustered development, or development with reduced lot size requirements, in conjunction with Planned Development or Specific Plan applications. Therefore, location, design, and density of the proposed Project, which includes a Specific Plan application, is consistent with the land use and density-related General Plan policies of the City.
2. The public health, safety and welfare would not be adversely affected by the proposed General Plan Amendment that changes the subject property from Residential Urban 1 (up to 5.5 dwelling units per acre) to Specific Planning Area No. 14. The Project site has been thoroughly analyzed for applicable environmental impacts related to this proposed development (Environmental Impact Report, State Clearinghouse #2017011060), and as appropriate, the Final EIR recommends measures to mitigate potential impacts. The site is suitable for the residential type of development proposed since the Project is located on property that is surrounded by residential uses at a relatively similar size. The Project implements the General Plan's policies and goals for orderly development that is supported by public infrastructure and services.
3. The proposed General Plan Amendment for the subject property would be compatible with existing development patterns in the surrounding areas. Surrounding land use designations include Residential Urban 1, Suburban, Estate I, Estate II, and Rural I. The use of Special Use Permits, Planned Unit approvals, and Planned Developments in the past have clustered many of these residential developments into the portions of properties that are not constrained due to steep topographic constraints or other environmental resources. This has resulted in smaller lot sizes surrounding the Project, although there are many areas that still feature a lot size of 7,000+ square feet. Therefore, the subject property is suitable for the residential type of development proposed because it is surrounded by residential uses at a relatively similar size and scale.
4. The proposed General Plan Amendment from Residential Urban 1 to Specific Planning Area No. 14 would be consistent with the goals and polices of the General Plan as a whole.
 - The General Plan allows for the establishment and administration of Specific Plan (SP) Zones in and establishes a designation for Specific Plan (SP) on the General Plan and Zoning maps. The proposed Specific Plan is consistent with the maximum density of 5.5 dwelling units per acre permissible in the Residential Urban 1 District since the proposed development includes 3.47 dwelling units per acre. The decrease in residential density would allow the Project to have a residential development that is more consistent with the surrounding residential developments and land use. The surrounding residential developments and land use have a General Plan land use designation of Urban 1. All necessary public facilities and services would be provided to the Project site in accordance with all local, county, and State development requirements.
 - The Project promotes a balance of land uses and amenities needed to enrich the quality of life including parks, open spaces, cultural facilities, and community gathering areas

within an efficient use of space. The Specific Plan currently shows that a mix of housing types, commercial center (i.e. Village Center) and other related community-gathering land uses, parks and other open space, trails and other greenbelts would be provided.

- The Project would provide a mechanism by which the City can accommodate quality, market rate and age-targeted housing in accordance with the housing policy framework of the General Plan.
- The Project is well integrated with the City's street network, creates unique neighborhood environments and establishes a pedestrian friendly environment. The proposed Project would not create conflicts with vehicular, bicycle, or pedestrian modes of transportation. The layout of the Project provides adequate off-site access and on-site circulation for vehicle, bicycle, and pedestrian modes. A transportation and circulation analysis for the Specific Plan is included in the Final EIR and determined that implementation of proposed traffic mitigations would reduce traffic impacts below a threshold of significance.
- The Project would result in fiscally neutral or positive effect on the City's general fund, provide for needed schools, infrastructure and parklands. If approved, the development would be built and maintained in accordance with these requirements and regulations and the requirements and regulations of the Specific Plan.
- Active public park areas, greenways, open space, trail systems, agricultural/farm area, and infrastructure that would serve both the development and the City as a whole promotes public health, safety and general welfare through a balance of benefits to the entire Escondido Country Club (ECC) community.

Proceedings:

1. The Record of Proceedings upon which the City Council bases its decision includes, but is not limited to: (1) the Final EIR and the appendices and technical reports cited in and/or relied upon in preparing the Final EIR; (2) the staff reports, City files and records and other documents, prepared for and/or submitted to the City relating to the Final EIR and the Project itself; (3) the evidence, facts, findings and other determinations set forth in herein; (4) the General Plan and the Escondido Municipal Code; (5) all designs, plans, studies, data and correspondence submitted to the City in connection with the Final EIR and the Project itself; (6) all documentary and oral evidence received at public workshops, meetings, and hearings or submitted to the City during the comment period relating to the Final EIR and/or elsewhere during the course of the review of the Project itself; (7) all other matters of common knowledge to the to the City, including, but not limited to, City, state, and federal laws, policies, rules, regulations, reports, records and projections related to development within the City and its surrounding areas.

EXHIBIT B TO CITY COUNCIL RESOLUTION NO. 2017-152

GENERAL PLAN AMENDMENT

CHANGE OF LAND USE DESIGNATION AND ESTABLISHMENT OF SPECIFIC PLANNING AREA #14 AT 1800 W. COUNTRY CLUB LANE, ESCONDIDO, CA SUB 16-0009 / PHG 16-0018 / ENV 16-0010

Each parcel associated with the proposed General Plan Amendment:

APNs	Existing General Plan Land Use Designation	Proposed General Plan Land Use Designation / Zone
223-210-53	Residential Urban 1	Specific Plan (SP)
224-211-05, -11, -12, -15	Residential Urban 1	Specific Plan (SP)
224-230-36	Residential Urban 1	Specific Plan (SP)
224-430-04	Residential Urban 1	Specific Plan (SP)
224-431-01, -02, -03	Residential Urban 1	Specific Plan (SP)
224-490-05, -06	Residential Urban 1	Specific Plan (SP)
224-491-01	Residential Urban 1	Specific Plan (SP)
224-811-28	Residential Urban 1	Specific Plan (SP)

I. Land Use Element - Land Use Designations Map

The General Plan Land Use Map is amended as shown (incorporates SUB 16-0009 / PHG 16-0018 / ENV 16-0010 land use mapping strategy described in the November 15, 2017 City Council staff report), as attached hereto and made a part hereof. All parcels will carry the Specific Plan (SP) General Plan Land Use. The entire, existing General Plan land use map in on file with the Office of the City Clerk.

The map amends the following in the General Plan Land Use Element

- Page II-3, Figure II-1: Color of project site to be changed from orange (Urban 1) to light gray (Specific Plan)
- Page II-38, Figure II-8: Project site to be labelled as SPA #14

II. Land Use Element - Specific Planning Areas

Amendments to the Land Use Element (~~strikeout~~ is used to denote existing text being deleted; underline is used to denote new text being added):

3. Page II-61: Graphic and text to be inserted for new SPA #14 and new Figure II-18, as follows:

14. The Villages SPA #14

Location: The Project site is located in the northwest portion of the City, along both sides of West Country Club Lane, west of Nutmeg Street.

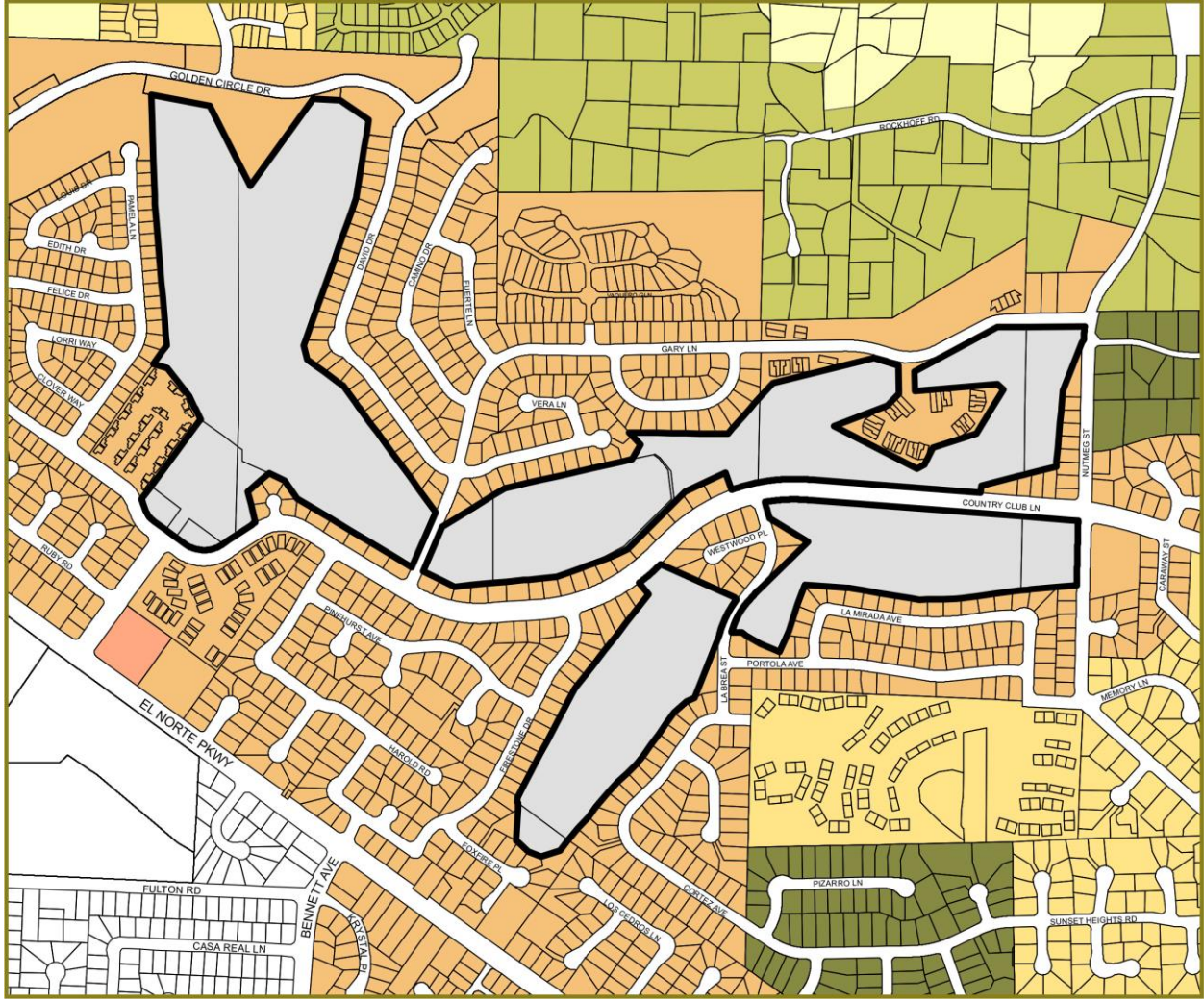
Size: Approximately 109.3 acres (Figure II-19).

Current Status: privately owned land consisting primarily of an abandoned 18-hole golf course.

Adopted Plan Details: The Villages Specific Plan establishes developments standards and guidelines for this SPA. The project is a planned community with that includes a total of 380 residential homes at 3.5 dwelling units per acre; approximately 48.9 acres of permanent open space with active greenbelts; 3.5 acre of parks; and recreational, social, and community amenities in a Village Center

SPA 14 Guiding Principles:

The subject site provides a unique opportunity to allow for a compact mixed-use village in an already urbanized area, with existing infrastructure in place. The Specific Plan shall confer citywide benefits of infill development through goals and policies designed to incorporate smart growth principles. The Specific Plan shall also establish provisions for comprehensively planned development, focused on context sensitivity, to ensure to ensure that the new development is compatible with existing community character.



III. Clerical Tasks

The City Clerk be hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the adoption of this General Plan Amendment reveals that there is a conflict, in order to avoid confusion and possible accidental repeal of existing provisions.

RESOLUTION NO. 2017-153

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING A TENTATIVE SUBDIVISION
MAP AND SPECIFIC ALIGNMENT PLAN TO
SUPPORT THE VILLAGES – ESCONDIDO
COUNTRY CLUB PROJECT PROPOSAL

CASE NOS. SUB 16-0009, PHG 16-0018, and ENV 16-0010

WHEREAS, New Urban West, Inc. (“Applicant”) submitted a land use development application to build 380 new homes, a Village Center, and provide approximately 48.9 acres of permanent passive and active open space on property located in the northwest portion of the City of Escondido (“City”), along both sides of West Country Club Lane west of Nutmeg Street. The Project site currently has an address of 1800 West Country Club Lane, Escondido CA 92025, legally described in “Exhibit D to City Council Resolution No. 2017-151, which is incorporated herein by this reference as though fully set forth herein; and

WHEREAS, said verified application was submitted to, and processed by, the Planning Division of the Community Development Department as Planning Case Nos. SUB 16-0009, PHG 16-0018, and ENV 16-0010 in accordance with the rules and regulations of the Escondido Municipal and Zoning Codes, and the applicable procedures and time limits specified by the Permit Streamlining Act (Government Code Section 65920 et seq.) and CEQA (Public Resources Code Section 21000 et seq.); and

WHEREAS, the Planning Division of the Community Development Department completed its review and scheduled a public hearing regarding the application before the Planning Commission for October 24, 2017, at which interested persons were given the opportunity to appear and present their views with respect to said proposed General

Plan Amendment and related Project actions. Following the public hearing on October 24, 2017, the Planning Commission adopted Resolution No. 6105, which recommended that the City Council, among other things, approve the Tentative Subdivision Map and Specific Alignment Plan; and

WHEREAS, an original copy of the proposed Tentative Subdivision Map and Specific Alignment Plan and all other related Project materials are on file in the Office of the City Clerk, with a copy of each document submitted to the City Council for its consideration. The City Clerk, whose office is located at 201 North Broadway, Escondido CA 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the City Council's decision is based, which documents and materials shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act; and

WHEREAS, the City Council did on November 15, 2017, hold a duly noticed public hearing as prescribed by law. Evidence was submitted to and considered by the City Council, including, without limitation:

- a) Written information including all application materials and other written and graphical information posted on the project website.
- b) Oral testimony from City staff, interested parties, and the public.
- c) The City Council staff report, dated November 15, 2017, which along with its attachments, is incorporated herein by this reference as though fully set forth herein, including the Planning Commission's recommendation on the request.
- d) Additional information submitted during the public hearing; and

WHEREAS, the City Council has reviewed the request for the Tentative Subdivision Map and Specific Alignment Plan, and reviewed and considered the recommendation from the Planning Commission; and

WHEREAS, following the review by technical experts assigned to the Project, City staff recommended revisions to Conditions of Approval, to which the changes have been made subsequent to the review and consideration of the Planning Commission at their October 24, 2017 meeting. These changes are described in summary form in the City Council Agenda Item for this Project, dated November 15, 2017, on file with the Office of the City Clerk and incorporated herein by this reference as though fully set forth herein, along with making other necessary refinements; and

WHEREAS, pursuant to the California Environmental Quality Act, a Final Environmental Impact Report (SCH No. 2017011060) relative to the Project was prepared and the City Council has certified it, along with adopting the CEQA Findings of Fact, a Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program per City Council Resolution No. 2017-151; and

WHEREAS, that upon consideration of the Findings/Factors to be Considered, attached as Exhibit "A" and incorporated herein by this reference as though fully set forth, the November 15, 2017 City Council staff report, the Planning Commission recommendation, based on the totality of the record and evidence described and referenced in this Resolution, the City Council desires to adopt the proposed Specific Plan, called the Villages - Escondido Country Club ("Villages Specific Plan"), to govern the physical development of that area of the City of Escondido, in which this Tentative Subdivision Map and Specific Alignment Plan help implement; 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, in accordance with Government Code Section 66473.5 no local agency shall approve a tentative map, unless there is a finding that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan required by Article 5 (commencing with Section 65300 of the Government Code), or any specific plan adopted pursuant to Article 8 (commencing with Section 65450 of the Government Code); and

WHEREAS, on November 15, 2017, the City Council approved a General Plan Amendment, per City Council Resolution No. 2017-152, and approved, separately, a Specific Plan and Rezone, per Ordinance 2017-13, to provide consistency between the General Plan, Specific Plans, Municipal Code and Zoning Code; and to enable potential adoption of the proposed Tentative Subdivision Map and Specific Alignment Plan on the subject site; and

WHEREAS, this City Council hereby approves said Tentative Subdivision Map and Specific Alignment Plan as reflected in the staff report(s), and on plans and documents on file in the Office of the City Clerk.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Escondido, in its independent judgment and after fully considering the totality of the record and evidence described and referenced in this Resolution, hereby declares that:

1. That the foregoing recitations are true and correct and are incorporated herein by this reference as though set forth in full.

2. That the Findings of Fact, attached as Exhibit "A" and incorporated herein by this reference as though fully set forth herein, are hereby made by this City Council, and represent the City Council's careful consideration of the record. The findings of this City Council on Exhibit "A" shall be the final and determinative Findings of Fact on this matter.

3. That upon consideration of the Findings, all material in the November 15, 2017 City Council staff report (a copy of which is on file with the Office of the City Clerk), public testimony presented at the hearing, and all other oral and written evidence on this Project, this City Council approves the Tentative Subdivision Map and Specific Alignment Plan, subject to the Conditions of Approval in Exhibit "B" and the Mitigation Monitoring and Reporting Program set forth as "Exhibit C to City Council Resolution No. 2017-151. Copies of said Resolution is on file with the Office of the City Clerk and are incorporated herein by this reference. Said Mitigation Monitoring and Reporting Program included in City Council Resolution No. 2017-151 carries the same force and effect as though fully set forth and promulgated herein this City Council Resolution.

4. That the findings of the Planning Commission, contained in Planning Commission Resolution No. 6015, on file with the Office of the City Clerk and incorporated herein by reference, are hereby adopted as the findings of the City Council.

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 36 months of the effective date of the companion Ordinance 2017-13 approval,

or the date that Ordinance 2017-14 specifies by Development Agreement, or unless an Extension of Time is granted pursuant to Section 66452.6 of the California Government Code. Copies of said Ordinances are on file with the Office of the City Clerk and are incorporated herein by this reference as though fully set forth herein.

6. That concurrently with this Resolution, the City Council is taking a number of actions in furtherance of the Project, as generally described by the November 15, 2017 City Council staff report. No single component of the series of actions made in connection with the Project shall be effective unless and until it is approved by an Ordinance or Resolution and is procedurally effective within its corporate limits as a statute in the manner provided by state law. Therefore, this Resolution shall become effective and operative only if City Council Resolution Nos. 2017-151 and 2017-152 are approved; and effective and operative on the day immediately subsequent to the date that Ordinance 2017-13 becomes effective.

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.

EXHIBIT A TO CITY COUNCIL RESOLUTION NO. 2017-153

FINDINGS/FACTORS TO BE CONSIDERED

Tentative Subdivision Map Determinations:

1. The City Council makes the finding that none of the findings (a) through (g) below in Section 66474 of the California Government Code that require a City to deny approval of a Tentative Subdivision Map apply to this Project for the reasons stated as follows:

Findings for Tentative Map Approval	Explanation of Finding
<p>A. That the proposed map is consistent with applicable general and Specific Plans as specified in Section 65451 of the Subdivision Map Act</p>	<p>The proposed Project has been reviewed in accordance with the City's General Plan. The proposed subdivision is consistent with the General Plan because the General Plan land use designation allows residential uses on the Project site. The proposed Tentative Subdivision Map is consistent with the maximum density of 5.5 dwelling units per acre permissible in the General Plan, since the proposed development includes 3.47 dwelling units per acre. The Project meets the applicable minimum lot size area standards for the Urban 1 Land Use designation, when proposed as a Planned Development or Specific Plan. The Project is also consistent, and advances, a number of other important goals and policies of the General Plan, as discussed in the November 15, 2017 City Council staff report. The Project site is not located within an existing Specific Plan; however, the Project proposes a Specific Plan for a specific area of the City to provide flexible site design, smart growth and sustainability, and to ensure that new development fits in to the existing community context.</p>
<p>B. That the design or improvement of the proposed subdivision is consistent with applicable general and Specific Plans.</p>	<p>There are special circumstances or conditions affecting the subject property, which formerly operated as a golf course, which makes the development proposal relevant in its ability to promote amenities beyond those expected under a conventional development, and to achieve greater flexibility in design and context-sensitive use of land. This type of development approach is specifically permitted by the General Plan. New development standards are proposed through the use of a new Specific Plan; however, the Project's proposed street alignments, grades and widths; drainage and sanitary facilities and utilities, including alignments and grades thereof; location and size of all required easements and rights-of-way; fire roads and firebreaks; lot size and configuration; traffic access; grading; and parkland areas were all reviewed for compliance to relevant City policies and codes. As conditioned, the design and improvements of the proposed subdivision are consistent with the General Plan.</p>

<p>C. The Project site is physically suitable for the proposed type of Project.</p>	<p>The Project site has been thoroughly analyzed for applicable environmental impacts related to this proposed development (Environmental Impact Report, State Clearinghouse #2017011060), and as appropriate, the Final EIR recommends measures to mitigate potential impacts.</p> <p>The site is suitable for the residential type of development proposed since the Project is located on property that is surrounded by residential uses at a relatively similar size and scale. The location, access, density/building intensity, size and type of uses proposed in the Tentative Subdivision Map are compatible with the existing and future land uses in the surrounding neighborhood because this is an infill site that lends itself to the proposed type and density of development. Adequate access and utilities can be provided to the site. The proposed grading design would not result in any manufactured slopes or pad that would create any significant adverse visual or compatibility impacts with adjacent lots, nor block any significant views. Extensive grading is not required to support the project, and the project would not result in the destruction of desirable natural features, nor be visually obstructive or disharmonious with surrounding areas because the site is not located on a skyline or intermediate ridge, and the site does not contain any significant topographical features. Additionally, a combination of trees, shrubs, and groundcover would be installed to soften the appearance of the manufactured slopes.</p>
<p>D. That the site is physically suitable for the proposed density of development.</p>	<p>The granting of the Tentative Subdivision Map would not violate the requirements, goals, policies, or spirit of the General Plan. The Urban 1 Land Use designation allows for a maximum of 5.5 dwelling units per acre. The subdivision of the subject property would create 380 residential units on 222 lots, with an additional 81 lots provided to support the overall development, consistent with the allowable density.</p> <p>The Project also would not be out of character for the area because the proposed development would be well integrated into its surroundings, since the new structures would incorporate compatible and integrated architecture, materials and colors, the project would not be visually obstructive or disharmonious with surrounding areas, or harm major views from adjacent properties, and the development would provide an attractive pedestrian access throughout the site. Necessary services and facilities are available or can be provided.</p>

<p>E. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially or avoidably injure fish or wildlife or their habitat.</p>	<p>The Project site has been thoroughly analyzed for applicable environmental impacts related to this proposed development (Environmental Impact Report, State Clearinghouse #2017011060), and as appropriate, the Final EIR recommends measures to mitigate potential impacts. The design of the map and type of improvements are not likely to cause substantial environmental problems or substantially and avoidably injure fish or wildlife or their habitat since no endangered wildlife occurs on the property as determined and reasonably concluded in the Final EIR. As identified in the Final EIR, potential impacts to biological resources will be mitigated below a level of significance.</p>
<p>F. That the design of the subdivision of the type of improvements is not likely to cause serious public health concerns.</p>	<p>The design of the map and the type of improvements are not likely to cause serious public health problems since the project would not degrade the levels of service on the adjoining streets or drainage system and city sewer and water is available to the site.</p> <p>The Project's proposed street alignments, grades and widths; drainage and sanitary facilities and utilities, including alignments and grades thereof; location and size of all required easements and rights-of-way; fire roads and firebreaks; lot size and configuration; traffic access; grading; and parkland areas were all reviewed for compliance to relevant City policies and codes. The proposed deviations from the City of Escondido standards are with the proposed public streets, by utilizing a six (6) inch curb and gutter; and streets "C," "E," "I," "J," and "L" are short cul-de-sacs with a minimum radius of 200 feet rather than 435 feet. Elsewhere, the proposed subdivision map has been designed to meet the requirements of the City and other service agencies standards. All necessary public facilities and services are in place or can be extended to serve the Project, which comes with support from fire, sewer, water, and school service providers, indicating that existing facilities are available to service the Project.</p> <p>New homes are not proposed to be located in areas that contain earthquake faults, flooding or dam inundation potential, or within the currently adopted safety zones. Environmentally sensitive areas and drainage courses are maintained and incorporated within the plan. The design of the subdivision would not result in serious health problems and would not be detrimental to the public welfare or injurious to other property in the territory in which the property is situated.</p>

<p>G. That the design of the subdivision or the type of improvements would not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.</p>	<p>The design of the map and type of improvements would not conflict with easements of record, or easements established through court judgment, or acquired by the population at large, for access through, or use of property within the proposed map once all required quitclaims and easement relocations have been accomplished. All easements recorded identified in the preliminary title report for the subject property are shown on the proposed Tentative Subdivision Map. No conflicts with easements of record have been identified.</p> <p>Portions of the 109-acre site would be conveyed for street dedication improvements, including public right-of-way. The Project also incorporates a greenbelt into its design, which includes a series of pocket parks along four (4) miles of meandering trails in approximately 29 acres of passive/active open space. The walking trails and pocket parks would be open to the surrounding neighborhoods and the Escondido Country Club Community. The Project's recreational facilities would be privately developed and maintained; however, these facilities would be available for public use. The aforementioned improvements would enhance access through the property.</p>
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2. The Tentative Subdivision Map has been conditioned appropriately to provide all infrastructure improvements including interconnected street system, pedestrian connectivity, and sufficient open space and landscaping. The conditions of approval and subsequent design review of future residential development would ensure consistency with all standard requirements. All permits and approvals applicable to the proposed map pursuant to Escondido Zoning Code will be obtained prior to recordation of the map.
3. All applicable requirements of the Map Act and any ordinance of the City of Escondido regulating land divisions have been satisfied.

Specific Alignment Plan:

1. Within the study area, Country Club Lane from El Norte Parkway to Nutmeg Street is classified on the City of Escondido's Circulation Element as a Collector Roadway (4-lanes) with a capacity of 20,000 ADT to 34,200 ADT, depending on the presence of parking. In response to site conditions and constraints, the Project is proposing modifications to Local Collector standards for Country Club Lane from El Norte Parkway to Nutmeg Street.
2. The roadway improvements to Country Club Lane proposed in the Specific Alignment Plan (SAP) that would be implemented as part of the Project would create a more "complete street" by improving circulation for vehicles, bicyclists, and pedestrians; provide a modified Local Collector that achieves City standards for acceptable levels of service; and introduces traffic calming measures, including road dieting, enhanced street landscaping, improvements to crosswalks and safety features, and bicycling infrastructure and protection areas.

Proceedings:

1. The Record of Proceedings upon which the City Council bases its decision includes, but is not limited to: (1) the Final EIR and the appendices and technical reports cited in and/or relied upon in preparing the Final EIR; (2) the staff reports, City files and records and other documents, prepared for and/or submitted to the City relating to the Final EIR and the Project itself; (3) the evidence, facts, findings and other determinations set forth in herein; (4) the General Plan and the Escondido Municipal Code; (5) all designs, plans, studies, data and correspondence submitted to the City in connection with the Final EIR and the Project itself; (6) all documentary and oral evidence received at public workshops, meetings, and hearings or submitted to the City during the comment period relating to the Final EIR and/or elsewhere during the course of the review of the Project itself; (7) all other matters of common knowledge to the to the City, including, but not limited to, City, state, and federal laws, policies, rules, regulations, reports, records and projections related to development within the City and its surrounding areas.

EXHIBIT B TO CITY COUNCIL RESOLUTION NO. 2017-153

CONDITIONS OF APPROVAL

Project Mitigation Measures:

1. The approval of the Specific Plan, General Plan Amendment, Rezone, Specific Alignment Plan (SAP), and Development Agreement, called THE VILLAGES - ESCONDIDO COUNTRY CLUB PROJECT PROPOSAL, Planning Code Nos. SUB 16-0009, PHG 16-0018, and ENV 16-0010, (hereinafter referred to as "Project"), is granted subject to the approval of the Final EIR and is subject to all Project features and mitigation measures contained therein. Applicant shall implement, or cause the implementation of the Final EIR Mitigation Monitoring and Reporting Program, provided as "Attachment 1 to Exhibit B," which is incorporated herein by reference as though fully set forth.

General Conditions:

1. The Project shall be completed in substantial conformance to the plans approved, except as modified herein. The Project shall be constructed and operated by the Applicant, Developer, Developer's Successor in interest, or Development Assignee ("Applicant") in accordance with the authorized use as described in the application materials and plans on file with the Office of the Clerk of the City of Escondido. Any additional uses or facilities other than those approved with this permit, as described in the approved plans, will require a separate application and approval.
2. In order to obtain construction permits for grading, building, and final inspection for an approved building, the Applicant shall process a Condition Compliance Release Form through the Community Development Department for each respective phase of the development in accordance with the progression described by this condition. The Planning Division shall release their holds on each phase of development by providing to the Building Division or Engineering Department the following:
 - a) Grading Permits - a copy of the signed Condition Compliance Release Form and two (2) "certified" stamped and signed approved copies of the grading plans.
 - b) Building Permits - a copy of the signed Condition Compliance Release Form and two (2) "certified" stamped and signed approved copies of the final site plan(s).
 - c) Final Inspection - a copy of the signed Condition Compliance Release Form after on-site compliance inspection by the Director of Community Development or his/her designee.

The Applicant shall submit to the Director of Community Development a Conditions and Mitigation Measures Compliance Plan that lists each condition of approval and Mitigation Measure, the City agency or Division responsible for review, and how or when the Applicant has met or intends to meet the conditions and/or mitigations. The Applicant shall sign the Conditions of Approval attached to the approval letter and submit that with the compliance plan for review and approval. The compliance plan shall be organized per step in the plan check/construction process unless another format is acceptable to the Director of Community Development. The Applicant, shall prepare and update the compliance plan and provide it each time the Condition Compliance Release Form is due to the City.

Planning Division Conditions:

1. The Applicant 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 permits are issued, including any applicable City-Wide Facilities fees, unless otherwise stipulated by an approved Development Agreement.
2. All construction and grading shall comply with all applicable requirements of The Villages Specific Plan, 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 Villages Specific Plan and 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.
 - a) The design and location of lighting fixtures related to residential areas, the Village Center, or open space and recreational areas shall confine the area of illumination to the site boundaries and minimize impacts to night sky views from surrounding properties. On-site lighting shall include decorative lighting fixtures and be fully shielded, diffused, or directed in a manner to avoid glare to adjacent properties and roadways. Lighting fixtures shall have the International Dark Sky Association "Fixture Seal of Approval." No light shall project onto adjacent roadways in a manner that interferes with on-coming traffic.
 - b) The glare from any luminous source on the Village Center property shall not exceed one-quarter (0.25) foot-candle at property line of the nearest residentially zoned property. The HOA shall fund field testing by an independent contractor or City staff trained in the use of a handheld photometer to demonstrate continued compliance. The City shall consider citizen complaints consisting of direct personal impacts as cause for requesting field testing. If increases in ambient light are found to be above the 0.25 footcandle level, the dimming level shall be adjusted until this level can be demonstrated. This must be completed and demonstrated through follow-up field testing within 24 hours or the lighting fixture shall not be operated until the lighting levels can be brought into compliance.
 - c) All monument signs proposed by this Project shall be externally lit by steady, stationary, down-shielded light.
7. Parking for the Village Center shall be provided as required by the Specific Plan. Said parking spaces shall be double-striped and dimensioned per City standards. The striping shall be drawn on the plan or a note shall be included on the plan indicating the intent to double-stripe per City standards. Each residence shall be provided with a two-car garage as depicted on the plans. All residential garages shall have a minimum interior width of 19.5 feet and a depth of 20 feet that is free and clear of obstructions.

8. Parking for disabled persons shall be provided (including "Van Accessible" spaces) in full compliance with Section 1129B (Accessible Parking Required) of the California Building Code, including signage. All parking stalls shall be provided with six-inch curbing or concrete wheel stops in areas where a vehicle could reduce minimum required planter, driveway or sidewalk widths.
9. An inspection by the Planning Division will be required prior to operation of the Project. Items subject to inspection include, but are not limited to parking layout and striping (double-stripe), identification of handicap parking stalls and required tow-away signs, lighting, landscaping, as well as any outstanding condition(s) of approval. Everything should be installed prior to calling for an inspection, although preliminary inspections may be requested. Contact the Project planner at (760) 839-4671 to arrange a final inspection.
10. Trash enclosures must be designed and built per City standards, and permanently maintained. All 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. 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.
11. Colors, materials and 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.
12. No signage is approved as part of this permit. A separate sign permit shall be required prior to the installation of any signs. All proposed signage associated with the Project must comply with the specific plan where specified. All other signs must comply with the City of Escondido Sign Ordinance (Article 66, Escondido Zoning Code).
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.
 - a) All roof mounted equipment and appurtenances, including air conditioners and their associated vents, conduits and other mechanical and electrical equipment, shall be architecturally integrated, and shall be shielded from view and sound buffered to the satisfaction of the Director of Community Development. Solar installations shall be exempt from this requirement. All rooftop equipment shall be assumed visible unless demonstrated otherwise to the satisfaction of the Director, and adequate structural support shall be incorporated into building design. Rooftop vent pipes shall be combined below the roof, and shall utilize decorative caps where visible from any point. Ground mounted mechanical and electrical equipment shall also be screened through use of a wall, fence, landscaping, berm, or combination thereof to the satisfaction of the Director. All exterior accessory structures shall be designed to be compatible with the primary building's exterior to the satisfaction of the Director.
15. 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 \$3,128.25 for a project with an Environmental Impact Report. 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. 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).

16. Prior to issuance of a grading permit, the emergency access road width, pavement and gate specifications shall be reviewed and approved by the Fire Department.
17. All Project generated noise shall comply with the City's Noise Ordinance (Ord. 90-08) to the satisfaction of the Planning Division.
18. Three copies of a revised Tentative Map, reflecting all modifications and any required changes arising from the public hearing process shall be submitted to the Planning Division for certification prior to submittal of grading and landscape plans and the Final Map.
19. All lots shall meet the lot area and average lot width requirements of the Specific Plan. 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.
20. No street names are part of this approval. A separate request shall be submitted prior to Final Map.
21. All proposed grading shall conform with the conceptual grading as shown on the Tentative Map to the satisfaction of the Planning and Engineering Divisions.
22. Applicant shall establish a homeowner's association (HOA) and corresponding covenants, conditions and restrictions (CC&Rs). Prior to recordation of the Final Map, two copies of the CC&Rs shall be submitted to the Planning Division for review and approval. Except for those public improvements located in the public right-of-way, the CC&Rs shall contain provisions for the maintenance of any common landscaping, open space, walls, the emergency access road, common drainage facilities, fuel modification zones, 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.

Prior to issuance of a building permit, the Applicant shall provide the Planning Division with a recorded copy of the official CC&Rs that have been approved by the Department of Real Estate and the Planning and Engineering Divisions. At a minimum, the CC&Rs shall contain the following provisions:

- a) Notice and Amendment. A copy of any proposed amendment shall be provided to the City in advance. If the proposed amendment affects the City, City shall have the right to disapprove. A copy of the final approved amendment shall be transmitted to City within 30 days for the official record.
- b) Failure of Association to Maintain Common Area Lots and Easements. In the event that the Association fails to maintain the "Common Area Lots and/or the Association's Easements," the City shall have the right, but not the duty, to perform the necessary maintenance. If the City elects to perform such maintenance, the City shall give written notice to the Association, with a copy thereof to the Owners in the Project, setting forth with particularity the maintenance which the City finds to be required and requesting the same be carried out by the Association within a period of thirty (30) days from the giving of such notice. In the event that the Association fails to carry out such maintenance of the Common Area Lots and/or Association's Easements within the period specified by the City's notice, the City shall be entitled to cause such work to be completed and shall be entitled to reimbursement with respect thereto from the Owners as provided herein.

- c) Special Assessments Levied by the City. In the event the City has performed the necessary maintenance to either Common Area Lots and/or Association's Easements, the City shall submit a written invoice to the Association for all costs incurred by the City to perform such maintenance of the Common Area Lots and or Association's Easements; and pursue collection.
- d) Landscape Maintenance Responsibilities. The HOAs and individual lot or unit owner landscape maintenance responsibilities shall be established.
- e) Homeowner improvements such as balconies, trellis, and decks. The CC&Rs shall set forth requirements for the HOA to review and approve all homeowner landscape and hardscape plans to ensure compliance with local, State and Federal laws. The CC&Rs shall state the individual lot or unit owner allowances and prohibitions regarding balconies, trellis, decks and other improvements as regulated by the Project approval.

The Villages HOA shall continuously maintain the property so that it is not dangerous to the health, safety, and general welfare of both on-site users and surrounding properties. This condition requires the Project site and all facets described herein to be regularly inspected, maintained, and that any defects are timely repaired. Among the elements to be maintained include but not limited to structures, fencing and walls, landscaping, parking lots, driveways, and signs.

- 23. Prior to recordation of a Final Map, the Project shall be annexed into the Landscape Maintenance District for the ongoing maintenance of the landscaping in the medians and roundabouts in Country Club Lane. The establishment of the Landscape Maintenance District shall be noted in the CC&Rs for the Project. These areas shall be placed in landscape easements if deemed appropriate by the Planning and Engineering Divisions.
- 24. This Tentative Subdivision Map shall expire concurrently with the term of the associated Development Agreement if a Final Map has not been approved or an extension of time has not been granted.
- 25. The design of Village Center, recreational facilities, social amenities, and all future homes within the development shall be subject to review and approval by the Staff Design Review Committee.
 - a) The building envelopes for all residences shall substantially comply to the building envelopes as set forth in the approved Specific Plan, with the following exceptions:
 - Architectural projections in relation to the building setback; or
 - Patio covers and any and all accessory structures shall be subject to the provisions of the standards adopted by the Villages Specific Plan, unless otherwise regulated by the of the Escondido Municipal or Zoning Codes.

- 26. The Project site is located within the Airport Influence Area for McClellan-Palomar Airport. In situations where state law requires a real estate disclosure statement, the following statement shall be provided:

NOTICE OF AIRPORT IN VICINITY: This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

In addition to the preceding real estate disclosure requirements, all new residential development approved within the Palomar Airport Influence Area shall record an Overflight Notification document with the same language noted above prior to issuance of any building

permits. An example of an Overflight Notification document is presented in Appendix F of the McClellan-Palomar Airport Land-Use Compatibility Plan, dated March 4, 2010.

27. A minimum 10-foot separation between detached residences shall be maintained at all times.
28. Accessory Dwelling Units shall not be permitted within this development to the extent allowed by state law.
29. If at the time the Final Map is approved, any streets, paths, alleys, public utility easements, rights-of-way for local transit facilities, such as bus turnouts, benches, shelters, landing pads, and similar items, which directly benefit the residents of a subdivision, or storm drainage easements are rejected, subject to Section 771.010 of the code of Civil Procedure, the offer of dedication shall remain open and the legislative body may by resolution at any later date, and without further action by the Applicant, rescind its action and accept and open streets, paths, alleys, rights-of-way for local transit facilities such as bus turnouts, benches, shelters, landing pads, and similar items, which directly benefit the residents of a subdivision, or storm drainage easements for public use, which acceptance shall be recorded in the Office of the County Recorder.
30. The Director of Community Development, or his/her designee, is authorized and directed to make, or require the Applicant to make, all corrections and modifications to the Specific Plan, Tentative Tract Map, Specific Alignment Plan ("SAP"), Development Agreement, and any other relevant document comprising the Project in its entirety, as necessary to make them internally consistent and in conformity with the final action on the Project. Development shall occur substantially as shown on the approved Exhibits. Any proposed development, that substantially deviates from this approval, shall require an amendment to this approval.
31. To ensure that services, facilities, and amenities are provided together with the proposed residential development of each respective phase, the Applicant shall cause all amenities, parks, open space and recreation facilities located within each Village to be constructed prior to the issuance of 75 percent of the certificates of occupancy for each respective Village. The Applicant shall cause the full quota of development permissible and required as part of the Specific Alignment Plan (SAP) to be constructed, as set forth on the application materials and plans on file with the Office of the Clerk of the City of Escondido, prior to the issuance of the certificates of occupancy for the 50th unit of the Project, irrespective of Project phasing.
32. The City reserves the right to modify or terminate the Development Agreement upon the failure or refusal to comply with the terms of the Agreement by the Developer. Unless amended or otherwise terminated, the Development Agreement is enforceable during its term by a party to the Agreement. The City Manager is authorized and directed to perform all acts authorized to be performed by the City Manager in the administration of the Development Agreement pursuant to the terms of the Development Agreement.
33. Applicant shall and does hereby agree to indemnify, protect, defend, and hold harmless the City of Escondido, its Council members, officers, employees, agents, and representatives, from and against any and all liabilities, losses, damages, demands, claims and costs, including court costs and attorney's fees incurred by the City arising, directly or indirectly, from (a) City's approval and issuance of the series of actions that this Project comprises, and/or (b) City's approval or issuance of any permit or action, whether discretionary or ministerial, in connection with the land use and activity contemplated described by this Project. This obligation survives until all legal proceedings have been concluded and continues even if the City's approval is not validated.
34. The Applicant shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services or work related to the Project of their responsibilities to comply with all pertinent requirements herein and as otherwise regulated by local, State, or Federal Law.

35. If any of the following conditions fail to occur, or if they are, by their terms, to be implemented and maintained over time, if any of such conditions fail to be so implemented and maintained according to their terms, the City shall have the right to revoke or modify all approvals herein granted; deny or further condition issuance of all future building permits; deny, revoke, or further condition all certificates of occupancy issued under the authority of approvals herein granted; record a notice of violation on the property title; institute and prosecute litigation to compel their compliance with said conditions or seek damages for their violation.
36. If any condition for construction of any public improvements or facilities, or the payment of any fees in-lieu thereof, imposed by this approval or imposed by law on this Project are challenged, this approval shall be suspended as provided in Government Code Section 66020. If any such condition is determined to be invalid, this approval shall be invalid unless the City Council determines that the project without the condition complies with all requirements of law.
37. Prior to the recordation of the Final Map, along with the submission of construction documents, the Applicant shall submit to the Director of Community Development a list of measures to respond to and track complaints pertaining to construction noise.
38. Approval of the Tentative Subdivision Map and all associated permits will expire concurrently with the expiration of the five-year term of the Development Agreement, unless otherwise extended. The granting of such an extension request is a discretionary action that may be subject to additional or revised conditions of approval or site plan modifications.
39. A minimum of 48.9 acres of open space and recreational areas shall be provided within the Project to satisfaction of Community Development Director. This area shall consist of a minimum 3.5 acres of park land.
 - a) All required usable open space or recreational areas, including all trails, trail amenities, and the 3.5 acres of park land, shall be permanently maintained and provided for general public use and enjoyment.
 - b) Prior to the recordation of a Final Map, the Applicant shall reference on the map any parcels or lots that benefit the public, which includes all trail and park facilities, in a manner meeting the approval of the Director of Community Development.
 - c) All pedestrian passageways in the designated park land or trails shall have walkway non-slip surfaces, such as decomposed granite, to enable multi-generational use, designed to prevent dust, and otherwise be designed to allow convenient use for outdoor activities. There shall be no obstructions above the open space except for devices to enhance its usability, such as aspergolar or awning structures.
 - d) A two-way pedestrian access easement shall be recorded on HOA Lot 2 at the terminus of Street "C," to allow for the provisions of a future pedestrian connection to Golden Circle Drive.
40. Applicant shall designate a minimum of 22 homes on the Final Map of Village 3 to be restricted as single-story, based upon the findings of Project approval. Prior to issuance of any building permits for any lots or units associated with Village 3, the Applicant shall enter into and cause to be record a deed restriction or a covenant for the design, phasing, construction, marketing, occupancy, and maintenance of the restricted single-story housing units in Village 3.
41. The Postmaster shall approve final location of mailbox kiosks associated with this Project prior to issuance of a precise grading permit.
42. Prior to hauling dirt or construction materials to or from any proposed construction site within this Project, shall apply for and obtain approval from, the City Engineer for the proposed haul route.
43. Upon transfer of the property from the current property owner to the Applicant, the Project site along with any lots comprising the Project, shall be maintained for weed abatement so that

weeds, dry grasses, and other growth shall be maintained to a height not to exceed four (4) inches; and all dead shrubs, dead trees, or other dead vegetation growing upon the streets, sidewalks, or upon the Project site shall be removed and maintained so as to meet the City's Fire Department or Code Enforcement standards.

44. Subsequent to the approval of the Project, the Applicant shall, within 120 days after the expiration of any applicable challenge or appeal periods, submit a complete final improvement plan set and final map to the City of Escondido for review. Upon approval by the City of Escondido of a final map and improvement plans, Applicant shall commence demolition of the existing clubhouse facility in accordance with all applicable laws, regulations and ordinances within seven (7) business days.

In the event a legal challenge or referendum is filed, the applicant shall, within 120 days after final resolution of any litigation or election, submit final improvement plans and a final map to the City of Escondido. Upon approval by the City of Escondido of a final map and improvement plans, Applicant shall commence demolition of the existing clubhouse facility in accordance with all applicable laws, regulations and ordinances within seven (7) business days.

The Applicant shall agree to provide any and all information necessary to show that the Escondido Country Clubhouse has been demolished and any associated blight or nuisance completely abated. Thereafter, the grounds associated with the clubhouse shall be kept in a blight/nuisance-free condition and maintained in an attractive and suitable fashion to the satisfaction of the Director of Community Development.

45. Prior to the recordation of a Final Map, the Applicant shall prepare any required improvement plans and shall identify on the plans the limits of all the facilities which the Applicant intends to fund through a Community Facilities District (CFD). In addition, the improvement plans shall identify the specific CFD under which the improvements will be funded, in a manner meeting the approval of the Director of Community Development.
46. The City Council maintains the authority to initiate the formation of a CFD pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code. In connection with the land use and activity contemplated described by the Project, the CFD may fund any of the following related to the services described as follows: (i) obtaining, constructing, and/or furnishing of equipment, apparatus, facilities related to providing the services and/or equipment; (ii) paying the salaries and benefits, or consultant fees, of personnel necessary or convenient to provide the services; (iii) payment of insurance costs and other related expenses; and (iv) the provision or future provision of services. Said eligible activities shall be used to finance public improvements and services when no other source of money is available. The services to be financed by the CFD are in addition to those provided in the territory of the CFD before the date of formation of the CFD and will not supplant services already available within that territory when the CFD is created.
47. Model homes in a number for each Village not to exceed that necessary to provide an example of each dwelling type being offered in each respective Village, may be allowed in accordance with the City's Municipal and Zoning codes.
 - a) Building permits may not be issued for model homes until a Final Map has been recorded, or, in the alternative, that a Final Map has been submitted which the Engineering Director has determined to be in conformance with the approved tentative map and technically correct.
 - b) Prior to issuance of building permits for model homes, the applicant shall submit a Model Home Permit application to the satisfaction of the Director of Community Development, indicating, among other things, the location of the model homes and their relation to off-street parking, vehicular and pedestrian access, and existing and all known future development in surrounding areas, including within the Project site.

- c) Model homes shall include at least one model designated as a "Water Efficient Landscape Model," featuring elements such as hydrozones, irrigation equipment, and other elements which contribute to overall water efficiency.
 - d) Any use of a trailer coach as a temporary business /sales office shall comply with the provisions of the City's Municipal and Zoning code and shall be removed upon completion of the sales program.
 - e) A temporary construction trailer shall be allowed on the Project site. The temporary construction trailer shall be identified, on the grading and building permit site plan and be removed prior to issuance of Certificate of Occupancy of the unit on the lot it is contained within to the satisfaction of the Director of Community Development.
48. The Applicant shall submit Public Improvement Plans for the SAP on Country Club Lane, showing all proposed improvements as described in the application materials and plans on file with the Office of the Clerk of the City of Escondido, and in compliance with the conditions and City requirements including but not limited to curbs, gutters, sewer laterals, storm drains, street trees, paving details, locations of transformers and other above ground utility structures, the design specifications and locations of facilities required by the Utilities Division, street lighting, on-street parking, accessibility improvements, and any other requirements for the Project as provided for in this approval. Encroachment permits shall be obtained as necessary for any applicable improvements located within the public right-of-way.
49. All SAP-related improvements shall be completed to the satisfaction of the City Engineer and phased in accordance with the schedule described herein these Conditions of Approval.
50. Prior to the issuance of any related encroachment permits, the Applicant shall provide adequate sight distance at all intersections in a manner meeting the approval of the City Engineer. Adequate visibility for vehicular and pedestrian traffic shall be provided at clear sight triangles at all 90 degree intersections of public right-of-way and private driveways. The Applicant shall make all necessary revisions to the Specific Alignment Plan to meet the sight distance requirement such as removing slopes, landscaping, or other encroachments from the limited use area.
51. Low-profile landscaping shall be added to all deflections of the proposed roundabouts, including bulb-outs, approach constriction points, and central island. The central island landscaping can enhance the safety of the intersection by making the intersection a focal point and by lowering speeds. Plant material should be selected so that sight distance is maintained, including consideration of future maintenance requirements to ensure adequate sight distance for the life of the project.
52. Where truck aprons are used in conjunction with a streetscape project, the pavement should be consistent with other streetscape elements. However, the material used for the apron should be different than the material used for the sidewalks so that pedestrians are not encouraged to cross the circulatory roadway.
53. If fountains or monuments are being considered for the central island, they must be designed in a way that will enable proper viewing from the perimeter of the roundabout. In addition, they must be located and designed to minimize the possibility of impact from an errant vehicle.
54. Adequate lighting shall be provided at all roundabouts. Illumination should be provided to improve the visibility of pedestrians and bicyclist. Good illumination should be provided on the approach nose of the splitter islands, at all conflict areas where traffic is entering the circulating stream, and at all places where the traffic streams separate to exit the roundabout. The shall light the roundabouts from the outside, in towards the center. Ground-level lighting within the central island that shines upwards towards objects in the central island can improve their visibility.

Landscaping Conditions

1. Prior to occupancy of each phase, all perimeter, slope and parking lot landscaping shall be installed. All vegetation (including existing vegetation required as part of previous project approvals) 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. Applicant shall submit and obtain City approval of a Final Landscape and Irrigation Plan showing conformance with the approved Preliminary Landscape Plan and the City's landscaping standards. Seven copies of detailed landscape and irrigation plan(s) shall be submitted prior to issuance of grading or building permits, and shall be equivalent or superior to the concept plan attached as an exhibit to the satisfaction of the Planning Division. A plan check fee based on the current fee schedule will be collected at the time of the submittal. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Landscape Standards) of the Escondido Zoning Code as well as the State Model Water Efficient Landscape Ordinance. The plans shall be prepared by, or under the supervision of a licensed landscape architect who shall sign a statement on the cover sheet that the plans are consistent with California water efficient irrigation standards.
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 prior to requesting a final inspection.
4. Street trees shall be provided along each of the site's street frontages, in conformance with the Landscape Ordinance and the City of Escondido Street Tree List. Trees within five feet of the pavement shall be provided with root barriers.
5. Details of Project fencing and walls, including materials and colors, shall be consistent with the adopted specific plan and depicted on the landscape plans.
 - a) All masonry freestanding or retaining walls visible from points beyond the project site shall be treated with a protective sealant coating to facilitate graffiti removal. The sealant shall be of a type satisfactory to the Director of Community Development. The Applicant and/or HOA shall be responsible for the removal in a timely manner of any graffiti posted on such walls.
6. All new medians installed as part of the Specific Alignment Plan shall incorporate landscaping in areas where median width exceeds six feet to the satisfaction of the Planning Division.
7. All fencing for basin areas shall be set back at least five feet from back of sidewalk or edge of pavement to allow the appropriate integration of landscape screening to the satisfaction of the Planning Division.
8. All landscaping shall be maintained in a healthy and thriving condition, free from weeds, trash, and debris. All irrigation systems shall be maintained to provide the optimum amount of water to the landscape for plant growth without causing soil erosion and runoff.
9. Each lot shall be required to install the landscaping within the front and rear yards within six (6) months after occupancy of the unit.
10. A Street Tree Maintenance Agreement is needed for any new landscaping installed in existing or proposed City right-of-way.

Fire Department Conditions

1. Notate or show gates on all final plans. Clarify if they are manual or electric. Manual gates will require a KNOX lock and electric gates will require a KNOX switch and opticom sensor. Note who will be responsible for gate maintenance.
2. Provide rolled curbs around center island and medians at intersections. Center island will need to account for over hang of front and back of apparatus. If vegetation or water feature are part of the center design they will need to be set back. Show design and apparatus turning on plans.
3. Minimum turning radius for our apparatus is 28 feet inside. Show on all final plans.
4. Provide a note on the plans stating fire access roadways shall be rated to 75,000 lbs.
5. All homes to be fire sprinklered per NFPA 13D.
6. Hydrants to be spaced every 500 feet.

Engineering Department Conditions - General

1. Improvement plans prepared by a Civil Engineer are required for all public street and utility improvements. Grading/Private Improvement plan prepared by Civil Engineer is required for all grading, drainage and private onsite improvement design. Landscaping Plans shall be prepared by a Landscape Architect. Traffic signal plans shall be prepared by a Traffic Engineer. The developer shall post securities in accordance with the City-prepared bond and fee letter based on a final estimate of grading and improvements cost prepared by the project engineer. The project owner is required to provide performance, labor and material and guarantee and warrantee bonds for all public improvements and a Grading bond for all grading, landscaping and private improvements (not including buildings) prior to approval of the Grading/Private Improvement plan, Final Map, and Improvement Plans.
2. As surety for the construction of required off-site and on-site improvements, bonds and agreements in forms acceptable to the City Attorney shall be posted by the developer with the City of Escondido prior to the approval of Grading Permit and/or Final Subdivision Map.
3. No building Permits shall be issued prior to recordation of Final Map unless appropriate securities are deposited and agreements executed as approved by the City Engineer and City Attorney.
4. Grading Permit may be issued prior to approval of the Final Map, upon completion of the following requirements; a) City Engineer approval of the Grading & Erosion Control plan, Drainage and Water Quality Technical Report (WQTR) b) review of the Landscaping & Irrigation Plans; c) Compliance with all Planning requirements related to project Grading; d) Post bonds and fees for, Erosion Control, Grading, Drainage, Landscaping and Irrigation improvements. All private access and utilities easements encumbering the project property shall be quit claimed prior to approval of the Grading Plans or satisfactory documentation to allow the developer to grade in the areas encumbered by easements shall be provided to the City Engineer.
5. The developer is required to establish a long term maintenance plan for all project-related improvements. In addition, the developer shall provide maintenance access to all existing public storm drains in accordance with City standards or shall provide for long term maintenance for

these existing facilities prior to approval of first Final Map. Long term maintenance shall be by a qualified contractor hired by the Home Owners' Association, or through an alternate method funded by the project residents and acceptable to the City Engineer, Community Development Director and City Attorney.

6. The property to be subdivided lies is within the Country Club Zone of the City's Landscape Maintenance District. The developer is responsible to pay for the cost to prepare an Engineers Estimate to calculate the assessment attributable to each parcel prior to approval of first Final Map.
7. 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.
8. 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.
9. The project owner 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.
10. If multiple Final Maps are to be recorded for this project, the City Engineer will determine the extent of public and private improvements to be constructed with each Final Map.
11. If the project is constructed in multiple phases, the City Engineer will determine the extent of on-site and offsite improvements required to be completed for each phase prior to issuance of occupancy for the units within the phase.

Street Improvements and Traffic Conditions

1. Public and private street improvements shall be designed in compliance with City of Escondido Design Standards and requirements of the City Engineer and Fire Marshal.
2. The project owner shall construct public and private street improvements for the following streets:

<u>STREET</u>	<u>CLASSIFICATION</u>
Interior Streets (A-N)	Residential (Public)
Interior Private Drives & Easements	Private Access Easement
Country Club Drive	Specific Alignment Plan (Modified Collector)
El Norte Parkway	Major/Super Major
Nutmeg Street	Local Collector

Bennett Avenue

Local Collector

3. The developer shall be responsible for design and construction of all interior public streets to Residential Street standards with 36' roadway within 56' right-of-way modified with a rolled curb and 5 ½" thick concrete driveway approaches and 5' wide concrete sidewalk designed to the satisfaction of the City Engineer.
4. The developer shall be responsible for design and construction of all interior private drives in accordance with the Private Access Easement Road standards.
5. The developer shall be responsible for design and construction of street improvements along the frontage of the project and all mitigation measures as described in the adopted Environmental Impact Report in accordance with City Standards and to the satisfaction of the City Engineer. The improvements shall include but not be limited to the following:

- a. Nutmeg Street, along the project frontage, south of Gary Lane:

The developer shall improve Nutmeg Street to Local Collector standards. Improvements shall include resurfacing of the intersection of Nutmeg and Gary Lane with asphalt concrete grind and overlay or type II slurry, re-striping, and signage as needed.

- b. Gary Lane, along the project frontage:

The developer shall install a street light at the project entrance; remove and reconstruct all damaged sections of sidewalk, curb and gutter; resurface roadway with type II slurry or asphalt concrete grind and overlay; and restripe as required by the City Engineer.

- c. El Norte Parkway/Borden Road and Woodland Parkway:

The developer shall submit signing and striping improvement plans for El Norte Parkway between Country Club Lane and Palomino to provide for two through west bound lanes. Improvements shall include modification of existing through traffic, buffer and bike lane striping with no impact to the existing double left turn lanes. Improvements shall include removal of the existing striping, full width roadway resurfacing with Type II slurry, and installation of signing and striping in accordance to the final plan approved by the City Engineer. Improvements within the City of San Marcos shall be reviewed by and coordinated with City of San Marcos staff.

- d. El Norte Parkway and Country Club Drive:

The project owner shall be responsible for modification of the traffic signal system; and signing, striping and intersection improvements to provide for east-bound dual left turn lanes. Improvements will include replacement of the existing east-bound traffic signal pole and mast arm to accommodate for an additional signal head required for dual left turns. Intersection improvements shall include refreshing the existing striping on all approach lanes within 200 feet.

- e. El Norte Parkway and Nordahl/Nutmeg:

The developer shall be responsible to modify the existing traffic signal system, signing and striping at the intersection in accordance with the concept plan and to the requirements of the City Engineer. To accommodate for the south-bound dual left-turn and the third west-bound lane, replacement of the west-bound and south bound traffic signal mast arms will be required. Replacement of signal poles/foundations may also be required based on current structural

standards. Intersection improvements shall include refreshing the existing striping on all approach lanes within 200 feet. Improvements within the County of San Diego shall be reviewed by and coordinated with County of San Diego staff.

f. El Norte Parkway, I-15 to Nutmeg/Nordahl:

The project owner shall submit a signing, striping and median improvement plan based on the concept plan included in Tentative Map for review and approval. Signing and striping improvements shall include removal of the existing striping, full width roadway resurfacing with Type II slurry, and construction of signing and striping in accordance with the final plan approved by the City Engineer.

g. N. Nutmeg Street, between La Paloma Avenue and Via Alexandra:

The project owner shall submit street widening, signing and striping improvement plans based on the concept plan included in Tentative Map, for review and approval by the City Engineer. Improvements shall include widening of the existing roadway to provide for a 14' wide south-bound travel lane with curb, gutter, and sidewalk designed as a green streets facility. Improvements shall include removal and reconstruction of the existing driveways to private driveway standards and a parking restriction along the improved section of Nutmeg Street.

h. Bennett Avenue, between El Norte Parkway and Toyon Glen.

The project owner shall submit signing, striping and median improvement plans based on the concept plan included in Tentative Map for review and approval. Signing and striping improvements shall include removal of the existing striping, full width roadway resurfacing with Type II slurry, and construction of signing and striping in accordance to the final plan approved by the City Engineer. Improvements within the City of San Marcos shall be reviewed by and coordinated with City of San Marcos staff.

6. The developer shall be responsible for final design of improvements and construction of modifications to Country Club Lane in accordance with the approved Specific Alignment Plan and to the requirements of City Engineer. Country Club Lane improvements shall also include resurfacing of the roadway between Golden Circle and Nutmeg Street with type II slurry and restriping of the roadway in accordance with signing and striping plan approved by the City Engineer. Improvements shall include but not be limited to:

a. Country Club Lane and Golden Circle:

The project owner shall be responsible for construction of a roundabout in accordance with the approved Specific Alignment Plan for Country Club Lane by modifying the existing improvements on Country Club Lane and Golden Circle to the requirements of the City Engineer.

b. Country Club Lane and La Brea:

The project owner shall be responsible for construction of a roundabout in accordance with the approved Specific Alignment Plan for Country Club Lane by modifying the existing improvements on Country Club Lane and La Brea to the requirements of the City Engineer.

c. Country Club Lane and Gary Lane:

The project owner shall be responsible for installation of a new traffic signal and improvement of the intersection in accordance with the Country Club Lane Specific Alignment plan and to the requirements of the City Engineer. Traffic signal system for this intersection shall be

interconnected to the existing traffic signal system at the intersection of Country Club Lane and El Norte Parkway.

d. Country Club Lane and Nutmeg Street:

The project owner shall be responsible for installation of a new traffic signal and improvement of the intersection in accordance with the Country Club Lane Specific Alignment plan and to the requirements of the City Engineer. Intersection improvements shall include refreshing the existing striping on all approach lanes within 200 feet. Signal system for this intersection shall be interconnected with the proposed traffic signal at Country Club Lane and Gary Lane.

e. Country Club Lane and Firestone Drive:

The project owner shall be responsible for construction a mid-block crossing in accordance with City's mid-block crossing improvements policy guidelines with rectangular rapid flash beacons, raised crosswalk, pedestrian ramps, safety lighting, signing and striping to the requirements of the City Engineer.

7. The developer shall be responsible to construct I-15 south bound on-ramp improvements in accordance with the concept plan in Tentative Map and to the requirements of Caltrans. The project owner shall be responsible to provide the City Engineer with approved plans by Caltrans and pay all required fees, post bonds and construct or fund all improvements to the requirements of Caltrans.
8. The developer shall be responsible to construct improvements on El Norte Parkway and Borden Road that requires approval from the City of San Marcos. The developer is responsible to provide the City Engineer with approved plans by the City of San Marcos and pay all the fees, post bonds and construct improvements to the requirements of the cities of Escondido and San Marcos.
9. The project owner shall prepare and submit for approval by the City Engineer a complete final signing and striping plan for all project streets and intersections. The developer will be responsible for removal of all existing signing and striping and resurfacing with type II slurry or approved equal to refresh the pavement surface within improvements limits of removed and replaced signing and striping to the requirements of the City Engineer.
10. The developer is responsible for development of timing plan for the intersection and coordination of the intersection signal system with the adjacent signalized intersections to the north, south, east and west to the satisfaction of the City Engineer. All work shall be completed prior to issuance of the first occupancy permit unless otherwise indicated in the adopted Environmental Impact Report or approved phasing plan. Signal system designs shall include signal interconnects to the requirements of the City Engineer.
11. The project owner 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.
12. The project owner is required to refresh striping and install Type II slurry on all street sections where striping is to be realigned as required by the of the City Engineer.

Grading Conditions

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 or 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 retaining wall design is in conformance with the recommendations and specifications as outlined in the Geotechnical Report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by Regional or City Standard Drawings.
3. The project owner 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.
4. 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.
5. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.
6. 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.

Drainage Conditions

1. Final on-site and off-site drainage improvements shall be designed and constructed in accordance with the City's standards and to the requirements of the City Engineer, based on the approved drainage study prepared by the project owner's engineer.
2. A Final Storm Water Quality Management Plan in compliance with City's latest adopted Best Management Practices Manual shall be prepared and submitted for approval together with the final improvement and grading plans. The Storm Water Quality Management Plan shall include hydro-modification calculations, post construction storm water treatment measures and maintenance requirements. All onsite cistern or other hydro-modification facilities for treatment facilities shall be located outside public easements.
3. All proposed drainage systems, storm water treatment and retention facilities and their drains shall be maintained by the home owners' association. Provisions stating the maintenance responsibilities shall be included in the CC&Rs.
4. The project owner will be required to submit a signed, notarized and recorded copy of Storm Water Control Facility Maintenance Agreement by the home owners' association to the City Engineer. This Agreement shall be referenced and included in the CC&Rs.

Water Conditions

This project is located within the City of Escondido and Rincon Water District service areas. Water supply for the project is provided by both agencies, subject to following conditions:

City of Escondido:

1. All water main locations and sizing shall be to the satisfaction of the City Engineer and Utilities Engineer. Required water main improvements shall include the construction of minimum 8-inch

water mains (to serve single family residences) or 12" water mains (to serve multi-family residences or commercial facilities), to the satisfaction of the City Engineer and Utilities Engineer. All proposed water mains shall be sized to provide the required fire flow while still meeting City Standards.

2. All water mains shall be looped, unless the only means to loop the proposed main would interconnect the City of Escondido's water system with another water agency's water system. Fire hydrants together with an adequate water supply shall be installed at locations approved by the Fire Marshal.
3. Because fire sprinklers are required by the Fire Department, a 1" minimum water service, 1" water meter, and back flow prevention device shall be required for each lot. Water meters and back flow prevention devices shall not be installed within the driveway apron or private drive areas.
4. No trees or deep rooted plants shall be planted within 10 feet of any water service.
5. All water mains, services, and appurtenances within the City of Escondido's service area shall be installed per current City of Escondido Design Standards and Standard Drawings.

Rincon Water District:

1. The property owner is responsible to make arrangements with the Rincon District as may be necessary to provide water service for domestic use and fire protection. The developer shall provide evidence of such arrangements prior to recordation of the Final Map, to the satisfaction of the City Engineer. The City of Escondido and the Rincon District will sign approval of the improvement plans with respect to the water mains.
2. Fire hydrants together with an adequate water supply shall be installed at locations approved by the Fire Marshal.

Sewer Conditions

1. All sewer main locations and sizing of mains shall be to the satisfaction of the City Engineer and Utilities Engineer. Required sewer main improvements include construction of minimum 8-inch sewer mains to serve the project.
2. Private 4" minimum PVC sewer laterals with standard clean-outs within 18" of the Public Utilities Easement shall be constructed for each Lot containing a single family residence and shown on the Improvement and Grading plans. Private 6" minimum PVC sewer laterals with standard clean-outs within 18" of the Public Utilities Easement shall be constructed for each Lot containing a multi-family residence or commercial building, and shown on the Improvement and Grading plans. The construction of all sewer laterals shall be included in the improvement plans and bonding quantities.
3. No trees or deep rooted bushes shall be planted within 10' of any sewer lateral, or within 15' of any sewer main.
4. All sewer laterals will be considered a private sewer system. The property owners and/or the home owners' association will be responsible for all maintenance of their individual sewer laterals to the sewer main. Provisions stating this shall be included in the CC&Rs.
5. All sewer mains, laterals, and appurtenances shall be installed per current City of Escondido Design Standards and Standard Drawings.

CC&Rs Conditions

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 home owners' association of all project features including but not limited to private streets; all drainage swales and channels (concrete and natural); all project storm drain systems, water quality and hydro-modification/detention facilities; sewer laterals; all facilities in common open spaces (parks, trails, amenities) including retaining walls, fencing, landscape and irrigation; public street parkways; landscape, irrigation and hardscape installed with the Country Club Lane Specific Alignment Plan; and all at-grade and above grade facilities within public utility and emergency access easements. Existing public or bypass storm drain pipes designed to the satisfaction of the City Engineer with public easement, appropriate vehicular access provided with public easement, vehicular maintenance access and clean-out structure outside channel boundaries will be eligible for public maintenance. Above provisions must be approved by the Engineering and Planning Departments prior to approval of the Final Map. Maintenance of certain project features through a Landscaping Maintenance District, or formation of Community Facility District, may be considered by the City Council in the future at the request of the developer and will be subject to applicable City policy.
3. If offsite improvements require storm water pollution control facilities, the project owner will be responsible for securing future maintenance to the satisfaction of the City Engineer.
4. The CC&R shall make provisions in the CC&R recognizing that the City shall have the right, but not the obligation, to enforce those Protective Covenants set forth in this Declaration in favor of, or in which the City has an interest. In the event that the home owners' association fails to maintain the project features including but not limited to drainage swales and channels (concrete and natural); all project storm drain systems, water quality and hydro-modification/detention facilities; sewer laterals; all facilities in common open spaces (parks, trails, amenities) including retaining walls, fencing, landscape and irrigation; public street parkways; landscape, irrigation and hardscape installed with the Country Club Lane Specific Alignment Plan; and all at-grade and above grade facilities within public utility and emergency access easements.

If the City elects to perform such maintenance, the City shall give written notice to the home owners' association, setting forth with particularity the maintenance which the City finds to be required and requesting the same be carried out by the home owners' association within a period of thirty (30) days from the giving of such notice. In the event that the home owners' association fails to carry out the required maintenance within the period specified by the City's notice, the City shall be entitled to cause such work to be completed and shall be entitled to reimbursement with respect thereto from the property owners as provided herein.

In the event the City has performed the necessary maintenance on behalf of the home owners' association, the City shall submit a written invoice to the Association for all costs incurred by the City to perform such maintenance and pursue collection.

5. The CC&R's shall reference the recorded Storm Water Control Facility Maintenance Agreement and the approved SWQMP for the project.
6. Prior to issuance of a building permit, the Applicant shall provide the Planning and Engineering with a recorded copy of the official CC&Rs that have been approved by the Department of Real Estate and the City Planner.
7. A copy of any future proposed amendments to the CC&R shall be provided to the City Planner in advance. If the proposed amendment affects the City, City shall have the right to disapprove. A

copy of the final approved amendment shall be transmitted to City within 30 days for the official record.

8. The CC&R's must state that (if stamped concrete or pavers are used in the private drives or utilities easements) the property owners are responsible for replacing the pavers and/or stamped concrete in kind if the City has to trench the street or within public utilities easements for repair or replacement of an existing utilities.

Final Map – Easements and Dedications

1. The developer shall make all necessary dedications for public rights-of-way for public streets or public utilities and emergency access easements for the private streets according to the following street classifications.

<u>STREET</u>	<u>CLASSIFICATION</u>
Interior Streets (A-N)	Residential (Public)
Interior Private Drives/ Emergency Access easements	Private Access Easement (Minimum 24 feet in width)
Country Club Drive	Specific Alignment Plan (Modified Collector Street)

2. All necessary right-of-ways, public utilities and emergency access easements shall be granted on the Final Map.
3. All easements, both private and public, affecting subject property shall be shown and delineated on the Final Map. Necessary right-of-ways, public utilities and emergency access easements shall be granted on the Final Map.
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. If an easement of record contains an existing access that could not be quit claimed, grading permit will not be issued for lots in which construction will conflict with existing access rights unless the developer provides the City Engineer satisfactory documentation prior to issuance of Grading Permit or Final Map approval.
5. Approval of the Tentative Subdivision Map and all associated permits will expire on five (5) years after the approval of this Project, unless otherwise extended. Extensions of time to the expiration date may be granted in increments each not to exceed an additional five (5) years. The granting of such an extension request is a discretionary action that may be subject to additional or revised conditions of approval or site plan modifications.
6. Applicant shall prepare, submit and process for City Engineer approval a Final Map to subdivide this Project. One or more final maps may be recorded for this Project.
7. Prior to the City approval of the Final Map for any phase of this Project, Applicant shall cause property owner to apply for, execute, and submit, to the City Engineer for recordation, an Encroachment Agreement covering 43 private encroachments or other documentation transferring the encroached areas to the abutting property owners.

8. A minimum of 48.9 acres of open space and recreational areas shall be provided within the Project. This area shall consist of a minimum 3.5 acres of park land.
9. Prior to the recordation of a Final Map, the Applicant shall reference on the map any parcels or lots that benefit the public, which includes all trail and park facilities, in a manner meeting the approval of the Director of Community Development.
10. A two-way pedestrian access easement shall be recorded on HOA Lot 2 at the terminus of Street "C," to allow for the provisions of a future pedestrian connection to Golden Circle Drive.
11. The project owner shall be responsible for obtaining any easements or letters of permission from property owners subject to project's construction impact to their driveways or yards.
12. Necessary public utility easements for sewer, water, storm drain, etc. shall be granted to the City on the Final Map. The minimum easement width is 20 feet. For a single utility line and 24 feet for an Emergency Access road. Easements with additional utilities shall be increased to the requirements of the Utilities Engineer.
13. The project owner shall provide the City Engineer with a Subdivision Guarantee and Title Report covering subject property.

Repayment, Fees, and Cash Securities

1. The project owner shall be required to pay all development fees, including any repayments in effect prior to approval of the Final Subdivision Map. All development impact fees are paid at the time of Building Permit.
2. 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 \$50,000.

Utility and Undergrounding Conditions

1. All existing overhead utilities along the project frontage and within the project boundaries shall be relocated underground.
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.

ORDINANCE NO. 2017-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING THE VILLAGES SPECIFIC PLAN AND ADOPTING AN AMENDMENT TO THE CITYWIDE ZONING MAP TO CHANGE THE DESIGNATION OF THE 109.3-ACRE PROJECT SITE FROM R-1-7 TO SPECIFIC PLAN (SP) TO SUPPORT THE VILLAGES – ESCONDIDO COUNTRY CLUB PROJECT PROPOSAL

APPLICANT: New Urban West Inc.
CASE NOS.: SUB 16-0009, PHG 16-0018, and ENV 16-0010

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

SECTION 1. The City Council makes the following findings:

a) New Urban West, Inc. ("Applicant") submitted a verified land use development application on property located in the northwest portion of the City, along both sides of West Country Club Lane west of Nutmeg Street. The Project site is approximately 109.3 acres in size and currently has an address of 1800 West Country Club Lane, Escondido CA 92025, legally described as "Exhibit D to City Council Resolution No. 2017-151," which is incorporated herein by this reference as though fully set forth herein. Said verified application was submitted to, and processed by, the Planning Division of the Community Development Department as Planning Case Nos. SUB 16-0009, PHG 16-0018, and ENV 16-0010 and seeks approval of a Specific Plan and Rezone relating to the Project site.

b) The Planning Division of the Community Development Department completed its review and scheduled a public hearing regarding the application before the Planning Commission for October 24, 2017. Following the public hearing on October 24, 2017,

the Planning Commission adopted Resolution No. 6015, which recommended that the City Council, among other things, approve the Project's Specific Plan and Rezone.

SECTION 2. An original copy of the proposed Specific Plan and Rezone and all other related Project materials are on file in the Office of the City Clerk, with a copy of each document submitted to the City Council for its consideration. The City Clerk, whose office is located at 201 North Broadway, Escondido CA 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the City Council's decision is based, which documents and materials shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

SECTION 3. The City Council did on November 15, 2017, hold a duly noticed public hearing as prescribed by law. Evidence was submitted to and considered by the City Council, including, without limitation:

- a) Written information including all application materials and other written and graphical information posted on the project website.
- b) Oral testimony from City staff, interested parties, and the public.
- c) The City Council staff report, dated November 15, 2017, which along with its attachments, is incorporated herein by this reference as though fully set forth herein, including the Planning Commission's recommendation on the request.
- d) Additional information submitted during the public hearing.

SECTION 4. Pursuant to the California Environmental Quality Act, a Final Environmental Impact Report (SCH No. 2017011060) relative to the Project was prepared and the City Council has certified it, along with adopting the CEQA Findings of

Fact, a Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program per City Council Resolution No. 2017-151.

SECTION 5. That upon consideration of the Findings/Factors to be Considered, attached as Exhibit "A" and incorporated herein by this reference as though fully set forth, the November 15, 2017 City Council staff report, the Planning Commission recommendation, based on the totality of the record and evidence described and referenced in this Resolution, the City Council desires to adopt the proposed Specific Plan, called the Villages - Escondido Country Club ("Villages Specific Plan"), to govern the physical development of that area of the City of Escondido. In accordance with Government Code Section 65454, no Specific Plan may be adopted or amended unless the proposed plan or amendment is consistent with the General Plan. In order for zoning and other measures to comply with consistency requirements, the General Plan itself must first be complete and adequate and must be internally consistent.

SECTION 6. The City Council has approved a General Plan Amendment to enable adoption of the Villages Specific Plan, per City Council Resolution No. 2017-152.

SECTION 7. A Rezone or text/map changes to the Citywide Zoning Map is necessary to provide consistency between the General Plan, Specific Plan, Municipal Code and Zoning Code. That the Citywide Zoning Map is hereby amended to change the zoning on the subject site from R-1-7 (Single-Family Residential – 7,000 square foot minimum lot size) to Specific Plan (SP), as set forth in Exhibit "B" and incorporated herein by reference as though fully set forth.

SECTION 8. That the City Council desires at this time and deems it to be in the best public interest to approve the Specific Plan associated with the Project, and hereby adopts said Specific Plan, as attached as Exhibit "C," and incorporated herein by this reference as though fully set forth herein.

SECTION 9. The findings of the Planning Commission, contained in Planning Commission Resolution No. 6015, on file with the Office of the City Clerk and incorporated herein by reference, are hereby adopted as the findings of the City Council.

SECTION 10. All references within this Ordinance to "Applicant," "Developer," or "Subdivider" shall be equally applicable to the current property owner and to any successors-in-interest or assigns, whether such successors of assigns own, control, or otherwise have development authority for all, a portion, or portions of that property included within the Project site.

SECTION 11. 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 12. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 13. Concurrently with this Ordinance, the City Council is taking a number of actions in furtherance of the Project, as generally described by the November 15, 2017 City Council staff report. No single component of the series of

actions made in connection with the Project shall be effective unless and until it is approved by an Ordinance or Resolution and is procedurally effective within its corporate limits as a statute in the manner provided by state law. Therefore, this Ordinance shall become effective after final passage and publication as required by law, and operative only if City Council Resolution Nos. 2017-151 and 2017-152 are approved.

SECTION 14. The City Council authorizes all subsequent action to be taken by City Officials consistent with this Ordinance.

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

SECTION 16. The Ordinance shall become effective 30 days from the date of the passage.

EXHIBIT A TO ORDINANCE 2017-13

FINDINGS/FACTORS TO BE CONSIDERED

Rezone Determinations:

1. The proposed Rezone would change the subject property from R-1-7 (7,000 square foot minimum lot size) to Specific Plan (SP Zone). The change of zone is proposed in conjunction with a General Plan Amendment that would change the land use designation from Residential Urban 1 to Specific Planning Area No. 14 (SP #14) to allow 380 residential homes at 3.5 dwelling units per acre; approximately 48.9 acres of permanent open space with active greenbelts; 3.5 acre of parks; and recreational, social, and community amenities in a Village Center. Approval of the General Plan Amendment alongside the Rezone would keep the project in conformance with Figure II-32 under Land Use Policy 2.3 in the General Plan, which matches General Plan land uses to their corresponding zoning categories.
2. The proposed Rezone is in conformance with the goals, policies, and objectives of the General Plan because the Project would facilitate and guide growth in accordance with the General Plan, which allows for the extension of the existing residential zoning pattern of the surrounding area. The Project site is bounded by existing residential neighborhoods, consisting of single-family detached residences on a variety of lot sizes, attached single-family residences (duplexes) of several different densities, and several common-interest developments. The proposed Rezone is consistent with Land Use Policy 2.4, which necessitates the consideration of locational and operational characteristics of existing and proposed land uses, as well as the surrounding zoning patterns, when establishing new zoning. The Specific Plan (SP) zone is established to provide a zone for property that is subject to a specific plan adopted in accordance with the provisions of the Government Code and the Zoning Ordinance. The Specific Plan (SP) zone recognizes the detailed and unique nature of specific plans and the need to ensure that development conforms to the uses, development standards, and procedures contained in specific plans. Upon approval of General Plan Amendment and Rezone, the General Plan designation and zoning for the entire property would be SP and the Project would be consistent with the intent of the General Plan and Municipal Code through designation of the site as Specific Plan.

The proposed Rezone is consistent with, supports, or advances goals, policies, and objectives in other General Plan Elements. The Project supports the policies and goals of the General Plan by allowing the preservation of community character of the existing suburban residential neighborhood, while at the same time allowing strategic growth and development that is expressly allowed as use by the General Plan. The benefits conferred by orderly, well-designed development served by existing infrastructure and services and connected by transit, bicycle, and pedestrian networks with open space systems would be an amenity to existing and future residents. These benefits are consistent with the long term vision of sustainable growth stipulated in the General Plan, and the benefits help ensure the continued economic viability of the greater ECC community.

3. The proposed Rezone would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City because the development standards and building requirements allowed under the Rezone would be subject to all local and State regulations including, but not limited to, Air Pollution Control District regulations, Public Works Department regulations, Health Department regulations, Zoning Code and approved Specific Plan standards, Fire Department standards, and Building and Safety Division regulations. The proposal meets the purpose of the Municipal and Zoning Codes as it would be consistent with the established rules of the proposed zoning districts. The Project site has been thoroughly analyzed for applicable environmental impacts related to this proposed development (Environmental Impact Report,

State Clearinghouse #2017011060), and as appropriate, the Final EIR recommends measures to mitigate potential impacts.

4. The uses proposed for the subject property would not be detrimental to surrounding properties since the site is located in an established residential area containing a range of similar residential uses at a relatively similar size. All public services and utilities to serve the Project would remain as identified for in the General Plan or applicable Municipal and Zoning Codes. The open space system serves as a natural physical barrier, which provides ample distances from adjacent residential areas and proposed residential and commercial land uses. New vegetative screening and fencing would further reduce potential conflicts between existing and future residential uses.

The development would not impair the desirability of investment or occupation in the vicinity and is otherwise in the best interest of the public health, safety, and welfare because the development of the Project represents an upgrade of the property. The Specific Plan's proposed architecture, including the character, scale and quality of the design, relationship with the site and other buildings, building materials, colors, screening of exterior appurtenances, exterior lighting and signing and similar elements establishes a clear design concept and is compatible with the character of buildings on adjoining and nearby properties.

5. The proposed Rezone meets all applicable development standards established in the Escondido Municipal and Zoning Codes, except whereas noted in the October 24, 2017 Planning Commission staff report. The action to approve the proposed Rezone, as recommended, has been made contingent upon compliance with the conditions of approval imposed herein. Such limitations are necessary to protect the best interests of, and to assure developments and improvements more compatible with, the surrounding properties, to secure an appropriate development through the orderly, planned use of property as anticipated within the General Plan, and to prevent or mitigate the potential adverse environmental effects of the subject recommended action. The properties involved are suitable for the uses permitted by the proposed Rezone since the permitted use on the proposed development site would be the same use permitted by the previous zoning and the proposed Project would be consistent with the development standards of the Escondido Municipal and Zoning Codes.

Specific Plan Determinations:

1. There are special circumstances or conditions affecting the subject property, which formerly operated as a golf course, which makes the Specific Plan development proposal relevant in its ability to promote amenities beyond those expected under a conventional development and to achieve greater flexibility in design and context-sensitive use of land. In accordance with City policy and California Government Code Sections 65450 et seq., and in consideration of the different application types that could be processed on the subject property, a Specific Plan application with clustered development patterns is the appropriate zoning tool or mechanism that can be used by the City to guide future development on the subject property and to promote greater flexibility in site design.

As proposed, the City Council makes the finding that:

- Context-sensitive transitions between new development and the existing residences is best achieved through clustered development. This type of development approach is specifically permitted by the General Plan, Goal 5 et seq. of the Land Use portion of the General Plan. The purpose of clustered development is to provide for more flexibility in the location of dwelling units within a subdivision, to promote efficiency of access, and to reduce the overall amount and extent of physical improvements required for residential development to preserve open space conserve natural features of land, and/or to avoid potential adverse environmental impacts. The proposed clustered development is in conformance with the applicable goals and policies of the General Plan because the Project is consistent with the land use and housing-related policies in that essential open

space masses and vital elements of the terrain are being protected while still allowing for the development at densities that are reasonably consistent with the patterns established on adjoining properties.

- Innovative land use measures promoting the preservation of open space and environmentally sensitive areas is an important feature of the Project and helps produce a comprehensive development of superior quality than might otherwise occur from more traditional development applications because the proposed development clusters density at the center of the site allowing for more open space at the perimeter, preserving visual character. The proposed lot configuration of the three (3) Villages are context-sensitive, whereby residential neighborhoods provide a degree of separation from existing land uses (i.e. a landscaped buffer measuring between 50 and 200 feet is proposed). In addition, the Project provides 44.7 percent of the total site as public open space with recreational facilities and four (4) miles of walking trails along the perimeter of the development.
 - The proposed clustered development concept is reasonably suited to the specific characteristics of the site and the surrounding neighborhood and the site is physically suitable for the type and density/intensity of development being proposed because the proposed development is relatively similar in size and intensity to the residential development adjacent to the site. The site only requires limited changes to topography to complete development because the site is flat and previously graded under an unrelated permit. Implementation of the Specific Plan would result in new structures and landscaping that are in scale with the character of the ECC community neighborhood. To help with visual compatibility with adjacent single story residential buildings, 15 percent of all housing units would be restricted to single-story, which is adequate to provide variety in unit type and size.
 - The proposed clustered development can be adequately, conveniently, and reasonably served by public conveniences, facilities, services and utilities because the proposed development is immediately adjacent to existing residential developments and established routes to commercial centers both walking, and via private transportation. In addition, the area is largely developed except for this site, and fully serviced by existing or extended utilities. A traffic study, addressed in the Final EIR, determined that the site is adequately served by public facilities and services; the evidence and finding contained in that report are incorporated herein by this reference as though fully set forth.
2. The proposed Specific Plan has been prepared in accordance with Sections 65450 - 65457 of the Government Code.
 3. A General Plan Amendment and Rezone is necessary to support the Specific Plan application and would ensure the proposed Project's consistency with the City's General Plan and Zoning Ordinance. All future development projects contributing to the build-out of the subject property would be subject to the Project's conditions of approval, applicable Specific Plan regulations, as well as other local, State, and Federal requirements pertaining to land use, as well as the Mitigation Monitoring and Reporting Program (MMRP).
 4. The proposed Specific Plan, with ancillary and conforming amendments to the General Plan and Zoning map, is found to be consistent with the General Plan based on the following findings:
 - The Project is consistent with the applicable General Plan Land Use designation *because* the General Plan land use designation allows residential uses on the Project site. The proposed Specific Plan allows the same density of development as the General Plan Residential Urban 1 Land Use designation. Both of these designations permit residential units at a density of up to 5.5 units per acre. The Project proposes to subdivide an existing 109.3 acres into 303 lots, which would accommodate 222 residential lots, 2 Village Center lots, 15 lots to accommodate basins and channels, and 21 lots for landscaped areas and parks.

- The location and design of the proposed Specific Plan is consistent with the goals and policies of the Escondido General Plan because of the following:
 - a) The proposed residential Project is located on property that is surrounded by residential uses at a relatively similar size and scale. The location, access, density/building intensity, size and type of uses proposed in the Specific Plan are compatible with the existing and future land uses in the surrounding neighborhood because this is an infill site that lends itself to the proposed type and density of development. The area is easily served by existing roadway network and in close proximity to freeways. Existing streets and pedestrian facilities are adequate in width and pavement type to carry the quantity and type of traffic expected to be generated by the proposed development because the existing streets would be improved as required by condition of approval. These modifications to the street widths would carry traffic safely in and out of the site as explained in the traffic report, which is an Appendix to the Final EIR. Furthermore, the proposed landscape buffer and meandering pathway on the perimeter of the subject property provides connections within and between neighborhoods allowing for pedestrians to walk safely within and around the neighborhood.
 - b) The proposed infill residential project would be in conformance with General Plan Housing Goals and Policies to expand the stock of all housing; increase homeownership; plan for quality managed and sustainable growth; and encourage a compact, efficient urban form that promotes transit, supports nearby commercial establishments and takes advantage of infrastructure improvements installed to accommodate their intended intensities. The proposed location of the development allows the development to be well integrated with its surroundings because adequate parking, circulation, utilities and access would be provided for the development (as detailed in the October 24, 2017 Planning Commission staff report).
 - c) While the project eliminates the land-intensive golf course use to make the land available for residential uses and new residents, many of the previous recreational and social functions would be replaced or expanded.
 - d) The former golf course provided visual open space and buffering from other land uses in the original design of the master planned ECC community. Many of the existing homes adjacent to the former golf course are oriented to take advantage of the visual open space and buffering from other homes provided by the golf course use. To successfully integrate the additional residential development into the existing community, the Specific Plan's open space system functions to provide this visual open space and buffering. The greenbelt portion of the open space system would provide a recreational amenity in the form of walking trails and parks. The convenient availability of walking trails and parks that are accessible for use by both nearby existing residents and new residents would satisfy and reduce the demand on the local parks and recreational facilities. The landscape treatment within the greenbelt would enhance the screening and buffering of existing homes from the new residential uses where needed, and retain existing distant views for residents where they currently exist.
 - e) The main topographic feature of the Project site is San Marcos Creek, a reach of which flowed from northeast to southwest through the former golf course via a combination of natural and man-made concrete channels that do not meet current Regional Water Quality Control Board requirements or City of Escondido flood control standards. The drainage features on site currently either abate within uplands or collect into the existing storm drain system, and are geographically isolated. These inadequate drainage channels would be replaced by open vegetated environmental channels and stormwater treatment basins that both safely convey stormwater currently flowing through the site and clean the stormwater runoff with Best Management Practices (BMP's) from the Project site.
 - f) The residential areas surrounding the Project site are served by local residential streets. New residential streets would provide access to the new residential

development and are designed to connect with the existing circulation system at multiple locations. This would disperse additional trips throughout the existing residential streets so as to not concentrate additional trips within the existing local circulation pattern.

- g) The pedestrian connectivity within the greenbelt encourages walking for residents of new development as well as for the existing residents. In addition, traffic calming measures along West Country Club Lane would enhance pedestrian experiences and widen the network of walkable routes throughout the extended community. The SAP on Country Club Lane focuses strongly on providing enhanced intersections, crosswalks, and large, buffered bike lanes to encourage circulation for all modes.
- h) The Project site is surrounded by existing residential development that is currently served by public infrastructure consisting of sewage collection systems, water distribution pipelines, electrical grid and telecommunications. Public services for the new residential uses would require only connections to existing infrastructure systems, rather than the extension of these services to currently unserved parts of Escondido.

Proceedings:

1. The Record of Proceedings upon which the City Council bases its decision includes, but is not limited to: (1) the Final EIR and the appendices and technical reports cited in and/or relied upon in preparing the Final EIR; (2) the staff reports, City files and records and other documents, prepared for and/or submitted to the City relating to the Final EIR and the Project itself; (3) the evidence, facts, findings and other determinations set forth in herein; (4) the General Plan and the Escondido Municipal Code; (5) all designs, plans, studies, data and correspondence submitted to the City in connection with the Final EIR and the Project itself; (6) all documentary and oral evidence received at public workshops, meetings, and hearings or submitted to the City during the comment period relating to the Final EIR and/or elsewhere during the course of the review of the Project itself; (7) all other matters of common knowledge to the to the City, including, but not limited to, City, state, and federal laws, policies, rules, regulations, reports, records and projections related to development within the City and its surrounding areas.

EXHIBIT B TO ORDINANCE 2017-13

REZONE

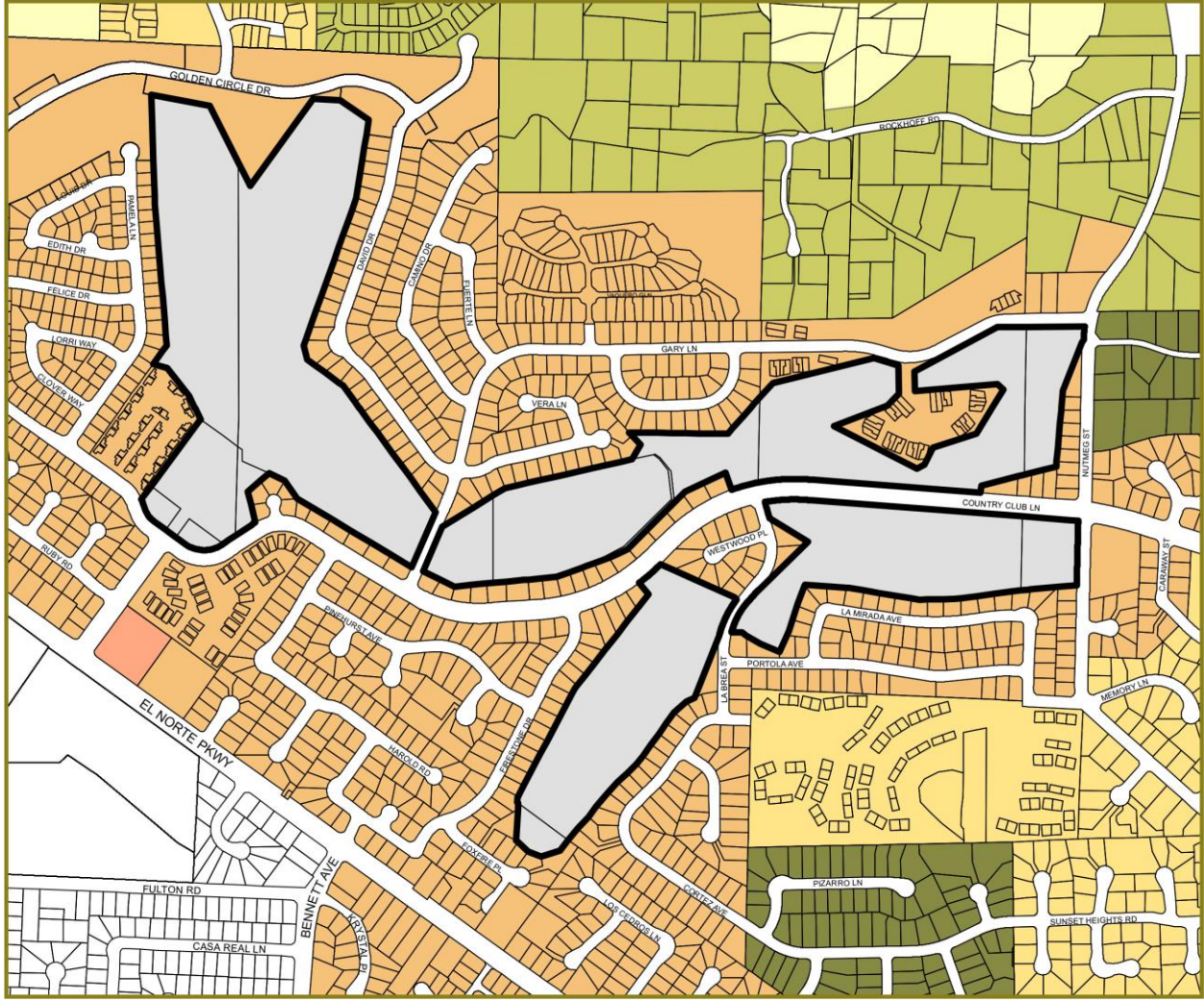
**CHANGE OF ZONING
AT 1800 W. COUNTRY CLUB LANE, ESCONDIDO, CA
SUB 16-0009 / PHG 16-0018 / ENV 16-0010**

Each parcel associated with the proposed Rezone:

APNs	Existing Zone	Proposed Zone
223-210-53	R-1-7	SPA #14
224-211-05, -11, -12, -15	R-1-7	SPA #14
224-230-36	R-1-7	SPA #14
224-430-04	R-1-7	SPA #14
224-431-01, -02, -03	R-1-7	SPA #14
224-490-05, -06	R-1-7	SPA #14
224-491-01	R-1-7	SPA #14
224-811-28	R-1-7	SPA #14

I. Official Zoning Map

That the Official Zoning Map, also known as the Zoning Map of the City, is amended as shown (incorporates SUB 16-0009 / PHG 16-0018 / ENV 16-0010 land use mapping strategy described in the October 24, 2017 Planning Commission staff report), as attached hereto and made a part hereof. All parcels will carry the Specific Plan No. 14 (SP#14) Zoning Designation. The existing, complete Map being amended is on file with the Office of the City Clerk.



II. Clerical Tasks

The City Clerk be hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this Rezone reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repeal of existing provisions.

EXHIBIT C TO ORDINANCE 2017-13

THE VILLAGES SPECIFIC PLAN

Due to the number of pages of Exhibit C, a link has been provided to review the document electronically.

<https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ECC/finalEIR/VillagesSpecificPlan10-13-171.pdf>

A hardcopy of the Exhibit is available for review in the Office of the City Clerk during normal business hours. To obtain a copy, please contact the City Clerk at (760) 839-4617. For City Council members, a copy is available in the City Council reading file.

ORDINANCE NO. 2017-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ESCONDIDO AND NEW URBAN WEST INC. FOR THE VILLAGES – ESCONDIDO COUNTRY CLUB PROJECT

APPLICANT: New Urban West Inc.
CASE NOS.: SUB 16-0009, PHG 16-0018, and ENV 16-0010

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

SECTION 1. The City Council makes the following findings:

a) California Government Code Section 65864 et. seq. authorizes any local agency to enter into an agreement for the development of real property within the jurisdiction of that local agency.

b) Article 58 of the Escondido Zoning Code sets forth certain procedures for the processing and approval of Development Agreements in the City of Escondido.

c) New Urban West, Inc. ("Applicant") submitted a verified land use development application on property located in the northwest portion of the City, along both sides of West Country Club Lane west of Nutmeg Street. The Project site is approximately 109.3 acres in size and currently has an address of 1800 West Country Club Lane, Escondido CA 92025, legally described as "Exhibit D to City Council Resolution No. 2017-151," which is incorporated herein by this reference as though fully set forth herein. Said verified application was submitted to, and processed by, the Planning Division of the Community Development Department as Planning Case Nos. SUB 16-

0009, PHG 16-0018, and ENV 16-0010 and seeks approval of a Development Agreement relating to the Project site.

d) The Planning Division of the Community Development Department completed its review and scheduled a public hearing regarding the application before the Planning Commission for October 24, 2017. Following the public hearing on October 24, 2017, the Planning Commission adopted Resolution No. 6015, which recommended that the City Council, among other things, approve the terms of the Project's Development Agreement.

SECTION 2. An original copy of the proposed Development Agreement and all other related Project materials are on file in the Office of the City Clerk, with a copy of each document submitted to the City Council for its consideration. The City Clerk, whose office is located at 201 North Broadway, Escondido CA 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the City Council's decision is based, which documents and materials shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

SECTION 3. The City Council did on November 15, 2017, hold a duly noticed public hearing as prescribed by law. Evidence was submitted to and considered by the City Council, including, without limitation:

a) Written information including all application materials and other written and graphical information posted on the project website.

b) Oral testimony from City staff, interested parties, and the public.

c) The City Council staff report, dated November 15, 2017, which along with its attachments, is incorporated herein by this reference as though fully set forth herein, including the Planning Commission's recommendation on the request.

d) Additional information submitted during the public hearing.

SECTION 4. Pursuant to the California Environmental Quality Act, a Final Environmental Impact Report (SCH No. 2017011060) relative to the Project was prepared and the City Council has certified it, along with adopting the CEQA Findings of Fact, a Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program per City Council Resolution No. 2017-151.

SECTION 5. That upon consideration of the Findings/Factors to be Considered, attached as Exhibit "A" and incorporated herein by this reference as though fully set forth, the November 15, 2017 City Council staff report, the Planning Commission recommendation, based on the totality of the record and evidence described and referenced in this Resolution, the City Council desires to adopt the proposed Development Agreement.

SECTION 6. The 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, and further finds that the Development Agreement provides additional Project-related benefits that could not otherwise be obtained. City proposes to enter this Agreement for the reasons enumerated in the Development Agreement, and (i) to eliminate uncertainty in the comprehensive development planning of large-scale projects within the City, such as the Project; (ii) to secure orderly development and progressive fiscal benefits for public services, park and recreation

improvements and facilities planning in the City; (iii) to expeditiously remove and abate the former clubhouse; (iv) to help meet the goals and objectives of the City of Escondido General Plan; and (v) to replace, for Applicant's and City's benefit, an underutilized infill site that previously operated as a golf course, with a high-quality master-planned community capable of meeting many community needs of current and future Escondido residents, at a location well suited for this type of development.

SECTION 7. That the Development Agreement is hereby approved, as set forth substantially to the same form on file with the Office of the City Clerk, and attached as Exhibit "B," and incorporated herein by this reference as though fully set forth herein.

SECTION 8. All references within this Ordinance to "Applicant," "Developer," or "Subdivider" shall be equally applicable to the current property owner and to any successors-in-interest or assigns, whether such successors of assigns own, control, or otherwise have development authority for all, a portion, or portions of that property included within the Project site.

SECTION 9. 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 10. Concurrently with this Ordinance, the City Council is taking a number of actions in furtherance of the Project, as generally described by the November 15, 2017 City Council staff report. No single component of the series of actions made in connection with the Project shall be effective unless and until it is

approved by an Ordinance or Resolution and is procedurally effective within its corporate limits as a statute in the manner provided by state law. Therefore, this Ordinance shall become effective after final passage and publication as required by law, and operative only if City Council Resolution Nos. 2017-151, 2017-152, and 2017-153 are approved and on the day immediately subsequent to the date that Ordinance 2017-13 becomes effective.

SECTION 11. The City Council authorizes all subsequent action to be taken by City Officials consistent with this Ordinance. By approving the Development Agreement, including its exhibits, the City Council authorizes the Director of Community Development and other applicable City officials to take all actions reasonably necessary or prudent to perform the City's obligations under the Development Agreement in accordance with the terms of the Development Agreement.

SECTION 12. That the City Clerk is hereby directed to certify to the passage of this Ordinance and to cause the same or a summary to be prepared in accordance with Government Code Section 36933, to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

SECTION 13. The Ordinance shall become effective 30 days from the date of the passage. This Ordinance shall become operative only on (and no rights or duties are affected until) the later of a) 30 days from the date of its passage, or b) the date that Ordinance 2017-13 becomes effective. Copies of said Ordinance is on file with the Office of the City Clerk and are incorporated herein by this reference as though fully set forth herein.

EXHIBIT A TO ORDINANCE 2017-14

FINDINGS/FACTORS TO BE CONSIDERED

Development Agreement Determinations:

1. The proposed Development Agreement is proposed in conjunction with a General Plan Amendment and Rezone that would allow 380 residential homes at 3.5 dwelling units per acre; approximately 48.9 acres of permanent open space with active greenbelts; 3.5 acre of parks; and recreational, social, and community amenities in a Village Center.
2. The proposed Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan since the proposed change to the General Plan land use designations from Urban 1 to Specific Plan (SP) does not change the number of homes permitted on the subject property. The Project is consistent with the maximum density of 5.5 dwelling units per acre permissible in the General Plan since the proposed development includes 3.47 dwelling units per acre. The Project development proposal promotes amenities beyond those expected under a conventional development, and achieves greater flexibility in design and context-sensitive use of land. The proposed Development Agreement is 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 Specific Planning (SP), 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 provides sufficient benefit to the community to justify entering into the agreement. The Project is required to demolish and remove the clubhouse within six (6) months of Project approval.
4. The proposed Development Agreement would be beneficial to the public interest and general welfare of the City as it would help facilitate a Project that provides 48.9 acres of permanent open space with active greenbelts; 3.5 acre of parks; and recreational, social, and community amenities in a Village Center. These provisions for community benefits could not otherwise be required of the developer. Therefore, the proposed Development Agreement would be in the best interests of the City; and the ECC community would enjoy many benefits of the Project. The Development Agreement requires the Project to comply with the Conditions of Approval, the certified Final EIR and Mitigation Monitoring Reporting Program (MMRP), all applicable local and State regulations, including but not limited to, Air Pollution Control District regulations, Public Works Department regulations, Health Department regulations, Zoning Code and approved Specific Plan standards, Fire Department standards, and Building and Safety Division regulations, and to ensure that the Project would not be otherwise detrimental to the public interest, health, safety, convenience, or general welfare of the City.
5. The Development Agreement is consistent with the provisions of State law (Government Code, Sections 65864 – 65869.5) to develop in accordance with project approvals and existing laws. These Government Code Sections outline requirements related to the contents of agreements, the applicability of an agreement and on the public hearing and approval process. 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 Development Agreement provides certainty to the applicant regarding fees required and construction obligations for associated public improvements for a period of five (5) years. In addition, the agreement complies with Article 58 of the Escondido Zoning Code, which outlines

the procedures and requirements for the review, approval and amendment of development agreements.

6. The proposed Development Agreement would not adversely affect the orderly development of property or the preservation of property values since the project would be developed in conformance with the Specific Plan on the property, which would have a positive effect on the orderly development of the subject property and/or the preservation of neighboring property values. In addition, the agreement does not allow a use that would not be permitted by the Zoning Code. The agreement specifies the duration of the agreement, the terms of the agreement, the permitted uses of the property, and the density or intensity of use.

Proceedings:

1. The Record of Proceedings upon which the City Council bases its decision includes, but is not limited to: (1) the Final EIR and the appendices and technical reports cited in and/or relied upon in preparing the Final EIR; (2) the staff reports, City files and records and other documents, prepared for and/or submitted to the City relating to the Final EIR and the Project itself; (3) the evidence, facts, findings and other determinations set forth in herein; (4) the General Plan and the Escondido Municipal Code; (5) all designs, plans, studies, data and correspondence submitted to the City in connection with the Final EIR and the Project itself; (6) all documentary and oral evidence received at public workshops, meetings, and hearings or submitted to the City during the comment period relating to the Final EIR and/or elsewhere during the course of the review of the Project itself; (7) all other matters of common knowledge to the to the City, including, but not limited to, City, state, and federal laws, policies, rules, regulations, reports, records and projections related to development within the City and its surrounding areas.

EXHIBIT B TO ORDINANCE 2017-14

DEVELOPMENT AGREEMENT

Due to the number of pages of Exhibit B, a link has been provided to review the document electronically.

<https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/ECC/exhibits/DevelopmentAgreement.pdf>

A hardcopy of the Exhibit is available for review in the Office of the City Clerk during normal business hours. To obtain a copy, please contact the City Clerk at (760) 839-4617. For City Council members, a copy is available in the City Council reading file.



FUTURE CITY COUNCIL AGENDA ITEMS
Updated November 8, 2017

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

November 22, 2017
NO MEETING (Thanksgiving)

November 29, 2017
NO MEETING (5th Wednesday)

Weekly Activity Report



November 9, 2017

FEATURED THIS WEEK

City Provides Recovery Assistance for Fire Victims

The Escondido Fire Department was contacted by a local family that were victims of a house fire this week (*read more about the incident in the "Fire" section of this report*). The family was especially thankful for the book they were given by Fire personnel, the "Red Book for Recovery" is produced for all agencies in San Diego County to give to victims of property damage outlining the recovery process. They were also given a gift card from the California Fire Foundation to help with immediate needs.

Successful Solutions

In keeping our City safe, clean, and efficiently run, we have a couple of more bits of great news. The City Manager's Office and COPPS unit have been meeting with officials from Emanuel Faith Community Church to tailor their efforts to help the homeless towards strategies used by the City and away from merely feeding people in the park. This includes ride-alongs by Church members with the COPPS unit, and our staff visiting with the Church committee working on this topic.

COPPS officer Lew Shaver is to be congratulated for a specialized effort: A 58-year-old homeless man had been on the streets of Escondido for years. Officer Shaver took advantage of resources from the District Attorney's office, the North Inland Regional Recovery Center, and Travelers Aid to resolve outstanding law enforcement issues and reunite the man with his family in Louisiana. Since the man had been the subject of police contacts on average of twice a month for the last seven years, this was a great use of resources, and a nice success story for this person.

SPECIAL EVENTS

3rd Annual Escondido Tamale Festival

Saturday, November 11, 2017 | 11am - 5pm | Grape Day Park

The Escondido Tamale Festival is a celebration of Tamales and all the great Latin foods that have become iconic staples of California's culture. It's a look back at the history of the Spanish and Mexican settlers who have influenced and contributed so much to our multicultural community, and a show of appreciation for the traditions which have so positively affected Escondido. Mark your calendars and come to Escondido in North San Diego County for some traditional fun and the best tamales in Southern California! For more information visit:

<http://www.escondidotamalefestival.org/>

ECONOMIC DEVELOPMENT

Congratulations to Escondido businessman, Lars Herman of Herman Construction Group on receiving the 2017 Veteran & Military Entrepreneur Award from the *San Diego Business Journal*.

NOVEMBER 6, 2017

SPECIAL REPORT: VETERANS

SAN DIEGO BUSINESS JOURNAL 35

Best Entrepreneur, Medium Company

Naval Vet Sees Construction Work as Extension of His Service

■ By EMMET PIERCE

Lars Herman, president of Herman Construction Group Inc., has been honored as best entrepreneur, medium company, with a 2017 Veteran & Military Entrepreneur Award.

Herman, 35, said he was proud to receive the honor Oct. 25 at the Hyatt Regency La Jolla at Aventine.

"It was fantastic," he said. "This is a military town. There are a ton of incredible veterans out there doing incredible things. It's very humbling. There were a lot of good names and good businesses on that list" of nominees.

Transition to Civilian Life

After graduating from the Naval Academy in 2004, Herman served in the Navy for five years, rising to the rank of lieutenant in the Civil Engineering Corps. He resigned his commission in June 2009 and began operating his construction company in Escondido. He has grown Herman Construction from a two-employee operation into a busy firm with more than 50 workers.

Over the past eight years his company has completed or been awarded more than 100 federal general construction and design-build projects throughout the U.S.

"We've done probably over \$100 million since inception," Herman said. "We're on a number of multiyear contracts."

The company provides construction services to such numerous government entities, including the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the National Reconnaissance Office, and the Department of Homeland Security. It also serves the private sector.

A Natural Extension

Herman says running his company is a natural extension of his military service.

"It's what I knew," he said. "I knew how the government purchased things. It was easy for me to get my foot in the door.

Just because we don't wear a uniform anymore doesn't mean that we don't want to serve. I deal very closely with active-duty members by performing work on bases."

Herman's company has become an expert in the renovation, repair, and upgrade of research facilities, laboratories, examination rooms, patient interview rooms, and staff offices within hospitals. A major focus has been the renovation of health-care facilities and hospitals serving veterans.

Earlier this year, Herman was named small business person of the year by the Small Business Association (SBA) California. He finished as second runner-up nationally among 51 nominees for the award.

Herman is a member of the Associated General Contractors (AGC) National Small Business Council, as well as the AGC of San Diego, which meets to discuss the policies and procedures of the various government agencies.

The entrepreneur is an active member of the SmartBidNet Advisory Board. Herman assists and advises this group in organizing the electronic bidding of government contracts.

Community Focused

Herman and his company are active in civic affairs, supporting peace officers, construction trades, the YMCA and an orphanage in Mexico. He serves as a member of the San Diego Honorary Sheriff Association.

"Men in uniform who deal with tough stuff, we need to honor them," he said. "Their jobs are not easy. I like giving back."

Herman has served as a forum chair and moderator for Entrepreneurs' Organization (EO), a global peer-to-peer network for leading entrepreneurs. He and his wife Jenna have three children.

The businessman said his wife and his employees are responsible for his success.

"None of this would have been possible without an amazing supporting spouse and incredible employees," he said. "It's not just about me."



Bob Thompson/Fotoworks

Lars Herman does a lot of work renovating research and health facilities.

COMMUNITY DEVELOPMENT

Major Projects Update

The following major projects are currently being reviewed and coordinated with Planning, Engineering, Fire, Building and Utilities staff. A complete description of each project can be viewed [here](#). Updates provided below cover project milestones that occurred last week.

Commercial / Office:

1. Escondido Research and Technology Center – West (ERTC) (Developer: James McCann) – A plan for a new two-story, 57,000 SF, 52-bed Palomar Rehabilitation Institute was submitted on July 31, 2017. The applicant submitted revised plans and a storm water management plan three weeks ago. Revised elevations were submitted to Planning on October 3, 2017. The applicant has been informed that civil plans are necessary.
2. Centre City Commercial Center (Developer: Todd Dwyer) SE corner Centre City/Mission – The expedited plan check process for the grading, building and landscape plans and the final parcel map started on July 25, 2017. The grading and improvement plans for the commercial buildings have been approved and a pre-con meeting will be conducted this

week. Comments on the carwash building plans were sent by Planning on October 2, 2017. The precise grading plan for the carwash lot was submitted two weeks ago.

Industrial

1. Escondido Self-Storage Facility (Developer: Brandywine Homes, Inc.) 2319 Cranston Dr. – The applicant resubmitted revised grading, landscape, and street improvement plans on September 15, 2017. Another revised grading plan was submitted several weeks ago. Planning has approved the grading plan. Engineering is readying the bond and fee letter in advance of issuing a grading permit. The applicant has resolved the previous fire flow issues.
2. Exeter Harmony Grove Industrial Development (Developer: John Couvillion, Badiie Development) 1925 and 2005 Harmony Grove Road – This proposed combination of the previously approved Victory and Innovative Industrial Projects into an 11.04-acre site for a single-tenant 212,000 square foot industrial building was submitted as a modified Master and Precise Plan on September 25, 2017. The applicant submitted revised plans on October 16, 2017. A Planning Commission hearing is anticipated on November 28, 2017. Grading plans were submitted for concurrent, expedited processing on October 11, 2017. Building plans were submitted for concurrent, expedited processing on October 23, 2017. Engineering comments on the grading plan were sent out this week. Planning met with the project architect on November 2 to discuss remaining architectural issues.
3. North American Self-Storage (Developer: Russ Colvin) 852 S. Metcalf – This project has participated in the expedited plan check program. The demo has been completed. Building plans were approved by Esgil, Planning and Fire the last week of June. The grading permit was issued the end of September. The applicant has not started construction. On October 16, 2017, the applicant submitted a modified Plot Plan application to remove the basement level and increase the building height to five stories. All departments are now reviewing the revised project and the applicant has been informed that a civil site plan is necessary.

City Projects

1. Micro-Filtration Reverse Osmosis (Developer: City of Escondido Utilities Department) SE corner Ash/Washington – The lawsuit challenging the project approval has been settled and it is expected that a contract for engineering design will be considered soon.
2. Lake Wohlford Replacement Dam (Developer: City of Escondido Utilities Department) – A Draft EIR was prepared and issued for a 45-day public review period that began on October 4, 2016 and closed on November 17, 2016. A field visit with staff from the state and federal wildlife agencies took place on May 11, 2017, to review biological mitigation requirements. Staff sent a follow-up letter to the wildlife agencies on June 29, 2017, seeking clarification on the proposed biological mitigation requirements. Staff is now coordinating with the consultant to final the EIR and start the decision-making process. It is anticipated the Final EIR will be scheduled for certification by the City Council on December 6, 2017.

Institutional

1. Self-Realization Fellowship Center (Developer: John Pyjar, Domusstudio Architecture 1840 Del Dios Rd. – The CUP application was submitted on November 14, 2016. The applicant

resubmitted revised plans and technical studies on May 19, 2017. Another resubmittal from the applicant was received on August 22, 2017. Comments from Engineering and Utilities were sent to the applicant last week and a follow-up meeting with the applicant occurred on October 4, 2017. A revised project submittal was received on October 20, 2017 with additional revisions received last week. Fire flow issues are being coordinated with Fire and Utilities. Staff is coordinating the next level of comments.

2. Chalice Unitarian Universalist Congregation (Developer: Pete Bussett, Bussett Architecture) 2324 Miller Avenue – The applicant has been revising the project to respond to staff comments and meet the needs of the congregation. The Mitigated Negative Declaration completed a 20-day public review period on October 18, 2017. Final issues related to the Storm Water Management Plan are being resolved. A Planning Commission hearing has tentatively been scheduled for November 28, 2017.
3. Escondido Assisted Living (Developer: Tigg Mitchell, Mitchell Group) 1802 N. Centre City Parkway – This CUP application for a 71,300 SF three-story, assisted living and memory care facility with 90 total units was submitted on October 31, 2017, and is now being distributed to other departments for review.

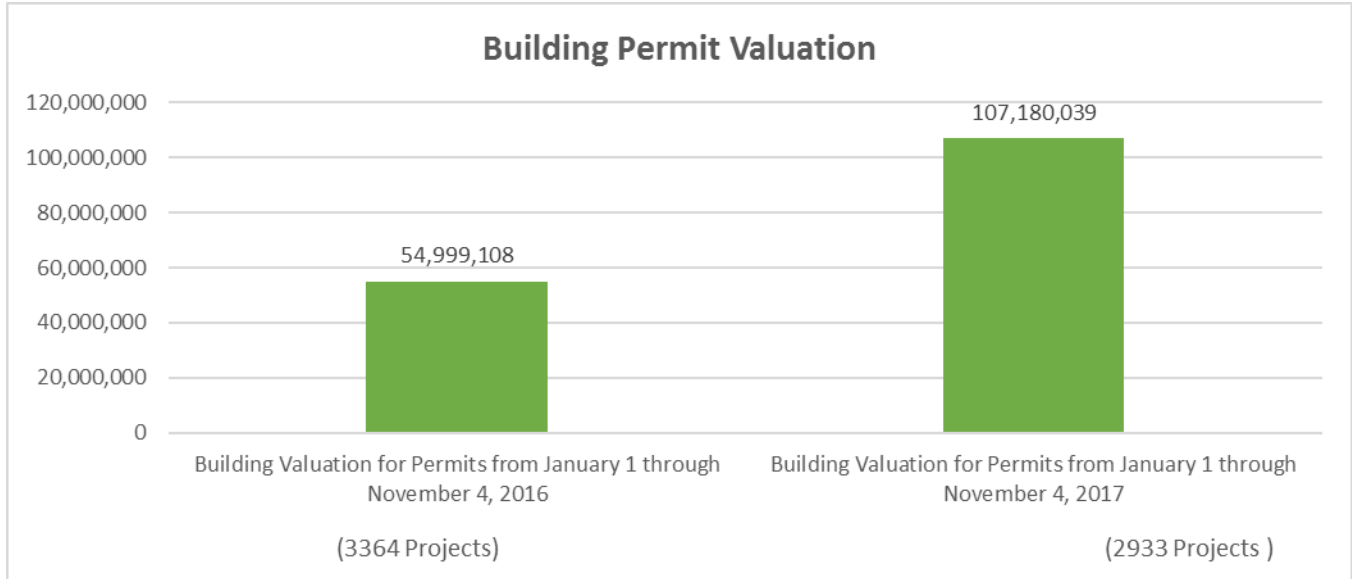
Residential

1. Citron (formerly Stella Park) (Developer: William Lyon Homes) 63 condo units at 2516 S. Esc. Blvd. – Building plans were submitted on April 6, 2017. Esgil and Planning have provided comments. Fire has approved the building plans. The rough grading has been completed on the site. The applicant resubmitted the precise grading plan on July 14, 2017. The applicant submitted the latest versions of the grading and improvement plans on November 6, 2017. Engineering and Building staff are working with the applicant to get construction of the model units underway.
2. Wohlford (Developer: Jack Henthorne) 55 lots at 661 Bear Valley Pkwy. –City staff is currently working to complete negotiations on the terms for the Development Agreement and schedule the item with the Planning Commission for review and consideration, most likely in January of 2018.
3. Safari Highlands Ranch (SHR) (Developer: Jeb Hall, Concordia Homes) 550 lots east of Rancho San Pasqual – A Notice of Availability for the Draft EIR was issued on October 16, 2017. The Draft EIR has a 52-day public review period that starts on October 16 and ends on December 7, 2017. The Draft EIR and appendices have been posted on the City's website at the following link: [Safari Highlands Ranch Specific Plan - City of Escondido](#).
4. 18 lots at 701 San Pasqual Valley Rd (Developer: Bob Stewart) – A three-year extension of time for the previously approved ten-lot subdivision (Tract 895) was approved by the City Council on June 7, 2017. Staff comments on the revised tentative map were issued the last week of July. Staff met with the applicant recently regarding unresolved project design issues.
5. Escondido Gateway (Developer: Carolyn Hillgren, Lyon Living) 126 condo units at 700 W. Grand – Building plans have been approved by Esgil, Planning and Fire. Grading plans have been approved by Utilities, Planning and Fire. A street vacation for right-of-way frontage

along Grand Avenue is in process. Demolition is complete and permits are ready to be issued once title to the site transfers to the builder in mid-December. The final map is scheduled for City Council approval on December 20, 2017.

6. The Villages at Escondido Country Club (Developer: Jason Han, New Urban West, Inc.) 380 residences – The Planning Commission reviewed the Project application on October 24, 2017, and voted 5-1 to recommend approval to the City Council. The City Council hearing has been scheduled for November 15, 2017. This information along with project status, Final EIR and appendices, Specific Plan and other related information can be accessed on the City's website at the following link: [ECC - City of Escondido](#).
7. North Avenue Estates (Developer: Casey Johnson) 34 lots at North Ave./Conway Dr. – A new annexation survey of surrounding property owners was mailed out at the request of LAFCO. A neighborhood meeting hosted by staff and the project applicant occurred on August 9, 2017. The applicant has reviewed drainage issues with the Engineering Division and a revised tentative map has been submitted.
8. Aspire (106 condo units on Municipal Lot 1) and The Ivy (95 condo units at 343 E. 2nd) (Developer: Addison Garza, Touchstone Communities) – The proposal consists of three separate downtown project sites proposed for mixed-use, residential and parking garage components on Parking Lot 1, Parking Lot 4 and the former Escondido Surgery Center property. Applications were submitted for entitlement processing on June 23, 2017. A project kick-off meeting with the applicant and city staff occurred on July 13, 2017. On July 24, 2017, staff sent a letter to the applicant indicating the project application submittal was incomplete. Subsequent meetings with the applicant and staff have been on-going.
9. Grand Avenue Apartments (Developer: Norm LaCaze, Escondido Venture 99, LLC) 15 apt. units at 1316 E. Grand Ave. – A planned development application proposing 15 multi-family units in one three-story building on a vacant 0.51-acre lot was submitted for entitlement processing on September 22, 2017. A completeness review letter was sent to the applicant on October 20, 2017 indicating the application was incomplete. A meeting with the applicant team occurred on October 26, 2017 to discuss identified issues. The applicant submitted a Storm Water Management Plan on October 30, 2017.

Building Division

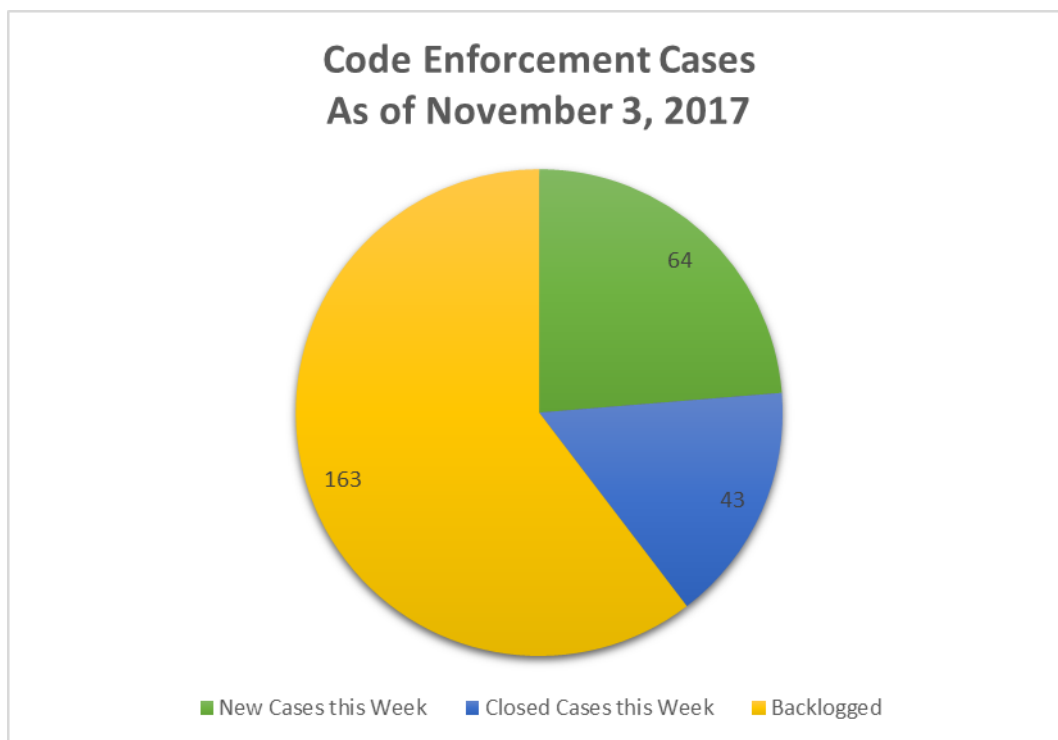


Building Permits Issued Last Week	Total Valuation
63	\$269, 440

1. A total of 31 solar photovoltaic permits were issued for the week. The Building Division has issued 845 solar permits this year, to date, compared to 1,125 issued during the same time last year.
2. Our building inspectors responded to 228 inspection requests for the week.
3. Building has issued 199 single-family dwelling permits this year and 224 multi-family units. This compares with 57 single family dwellings and 88 multi-family dwellings for the same time last year.
4. Projects nearing permit issuance are:
 - a. 917 W Lincoln, 3 new apartment buildings, 9 units.
 - b. 700 W Grand Ave Gateway project (former police building)
5. The City Plaza three-story mixed use building at 300 S. Escondido Blvd. is setting finishes in the units in preparation for building completion the first part of 2018.
6. The Meadowbrook, three-story apartment building with underground garage at 2081 Garden Valley Glen is preparing the building for final inspection.
7. Escondido Disposal is requesting inspection for site walls and framing of the weigh station.
8. The medical office building at 2125 Citracado Pkwy is now installing drywall and exterior lath.

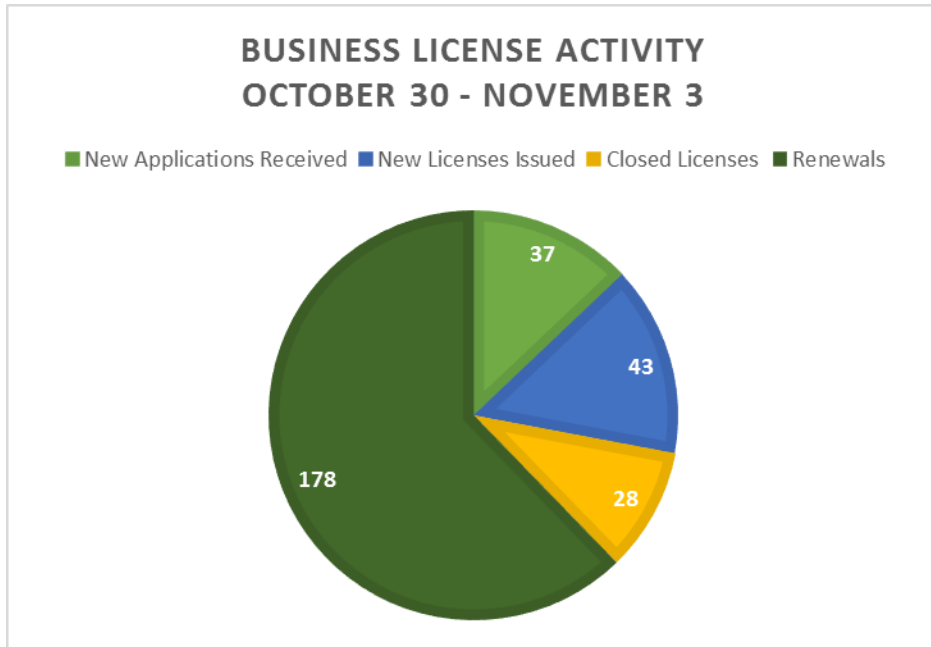
9. The medical office building at 1951 Citracado Pkwy has received inspection approval for drywall and they are now setting finishes.
10. The Westminster Seminary at 1725 Bear Valley Pkwy is preparing for exterior shear wall and framing inspections.
11. The children's building for Emanuel Faith Church at 639 E 17th Ave has received inspection approval for the framing of the building. The Church of Resurrection at 1445 Conway is progressing through the framing phase of the building.
12. The Veterans Village project at 1540 S Escondido Blvd has received underground plumbing, partial foundation and masonry inspections for the residential buildings.
13. The new supermarket shell building at 999 N. Broadway has completed the exterior masonry walls, parapets and roof ledgers.
14. The Ford dealership at 1717 Auto Park Way has commenced on the second phase of construction which includes the interior remodel and new showroom addition.
15. The Latitude II multi-family residential development at 650 N. Centre City Parkway has received foundation inspection approval for Building 3.
16. Plans were submitted for two individual single-family residences on Del Dios Highway and Peet Lane.

Code Enforcement

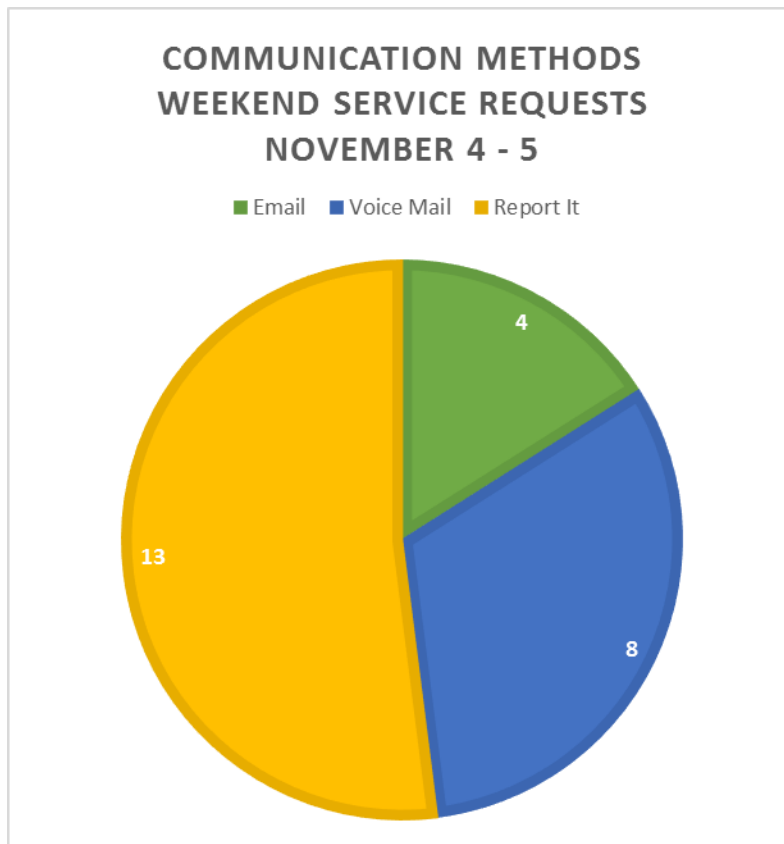


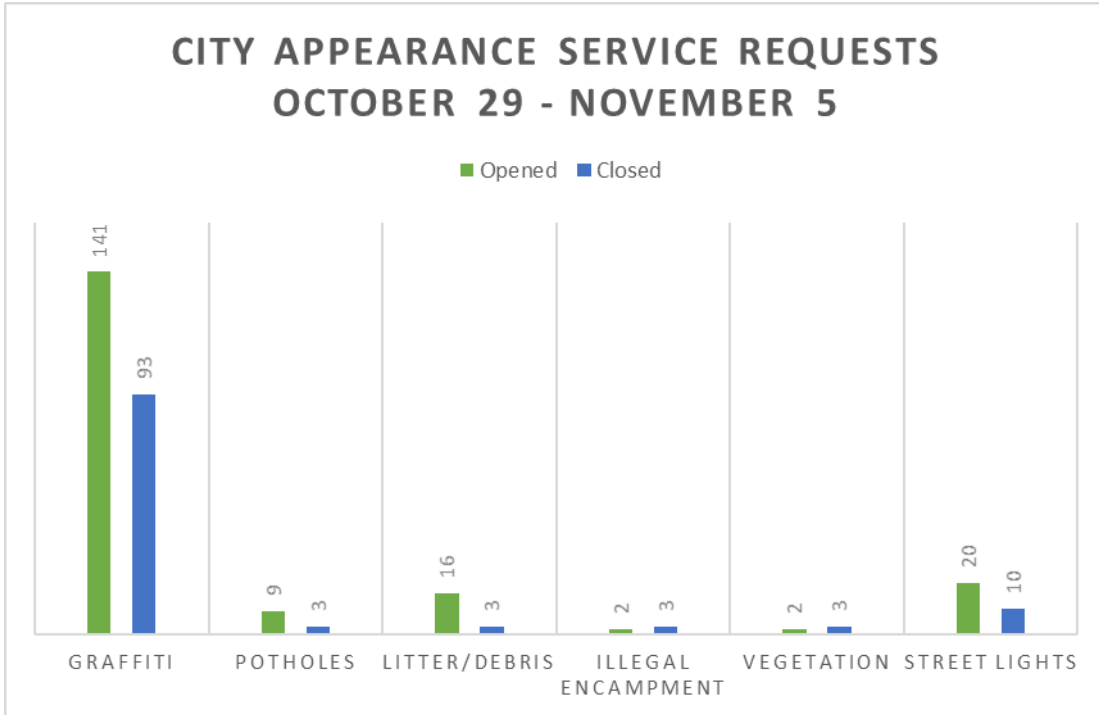
Total Open Code Cases	Illegal Signs Confiscated over the Previous Weekend
331	80

Business Licensing



Public Works Operations





Shopping Carts

The October numbers of collected shopping carts is in, staff collected 435 carts this month compared to 464 last month. These carts have become a huge burden for staff as they are cumbersome and are often broken and need to be disposed of. Staff is currently working on a plan to help minimize the number of carts being collected by the Public Works team.



Graffiti Restitution

Collected This Week	Collected Year to Date
\$536.90	\$8724.61

ENGINEERING
Capital Improvements

Valley Pkwy/Valley Center Road Widening Project

The bridge subcontractor is framing wall portions of the bridge abutments on both the north and south sides of the new bridge section. The concrete pour for the north side abutment wall is scheduled for Thursday of this week. The remain abutment wall will be poured on Monday, November 13. Excavation for the second of three pier footing is nearing completion this week. The Street Light contractor is installing conduit for the new street lights north of Lake Wohlford Road along the east side of Valley Center Road. The dry utility contractor is installing conduits along East Valley Parkway between Bevin Road and Lake Wohlford Road. A night time operation is scheduled for work through this heavily transited area beginning Sunday, November 12 from 8:00 p.m. to 5 a.m. This schedule will continue through Thursday, November 16.



Grading Excavation for Bio Filtration Basin



Forming and Rebar Installation for Bridge Abutment and Wing Wall

Neighborhood Lighting Project

The contractor is potholing utilities in preparation of the installation of conduit for the new lights in the Elm/Washington Street neighborhood. The scope of work for the project includes the installation of 44 new street lights along with the replacement of 22 existing street light fixtures with the latest L.E.D. fixtures in 5 neighborhood areas.

2017 Street Rehabilitation and Maintenance Project

The concrete replacement of sidewalk and curb and gutter damaged by the trees root system is continuing along Lincoln Avenue between Rose Street and El Norte Parkway. Paving restoration is scheduled for Monday, November 13 along Ash Street between Rincon and Stanley Avenue.

Corrugated Metal Storm Drain Pipe Assessment Study

This project televises all City-maintained corrugated metal pipes (CMP) and assesses their condition to allow for proactive and efficient pipe maintenance. To date, approximately 80% of the CMP storm drains have been televised.

Private Development

Pradera - Lennar Communities

No changes from that reported last week: The final eight (8) home site along Wagon Wheel Court have been started.

Lexington Model Homes - KB Homes

The contractor is working on installing the last section of water main located on Vista Avenue near Nina Lane. This work requires the closure of the roadway between the hours of 8:00 a.m. and 2:00 p.m. The residences were notified with door hangers which included information regarding the scope of work as well as the contractor's information. Electronic message boards were utilized to notify the local residents of the work dates and times.

Citron Project by William Lyon Homes

No changes from that reported last week: The project is idled again this week. The project is located at 2516 S. Escondido Boulevard.

Tract 932 - Canyon Grove Shea Homes Community

Testing and videoing of the sewer system is ongoing. On site water lines are being tested and final connection will be made this week.

Latitude II Condominiums by a Lyon Homes Partnership: Washington Avenue at Centre City Parkway

The import of fill material is continuing this week; no off site construction is scheduled this week.

Veterans Village

Flushing and additional testing of the project's water improvements are continuing this week.

Tract 877 – Bernardo Ave. by Ambient Communities:

The first 2 homes are being framed this week.

Victory Industrial Park

The grading operation is idled at this time. The project is located at 2005 Harmony Grove Road and is 5.4 acres in size.

Escondido Innovation Center

The contractor is clearing the site of vegetation and trees in preparation for grading the site. The project requires the importing of 17,700 cubic yards of material. The project is located 1925 Harmony Grove Road.

Centerpoint Project

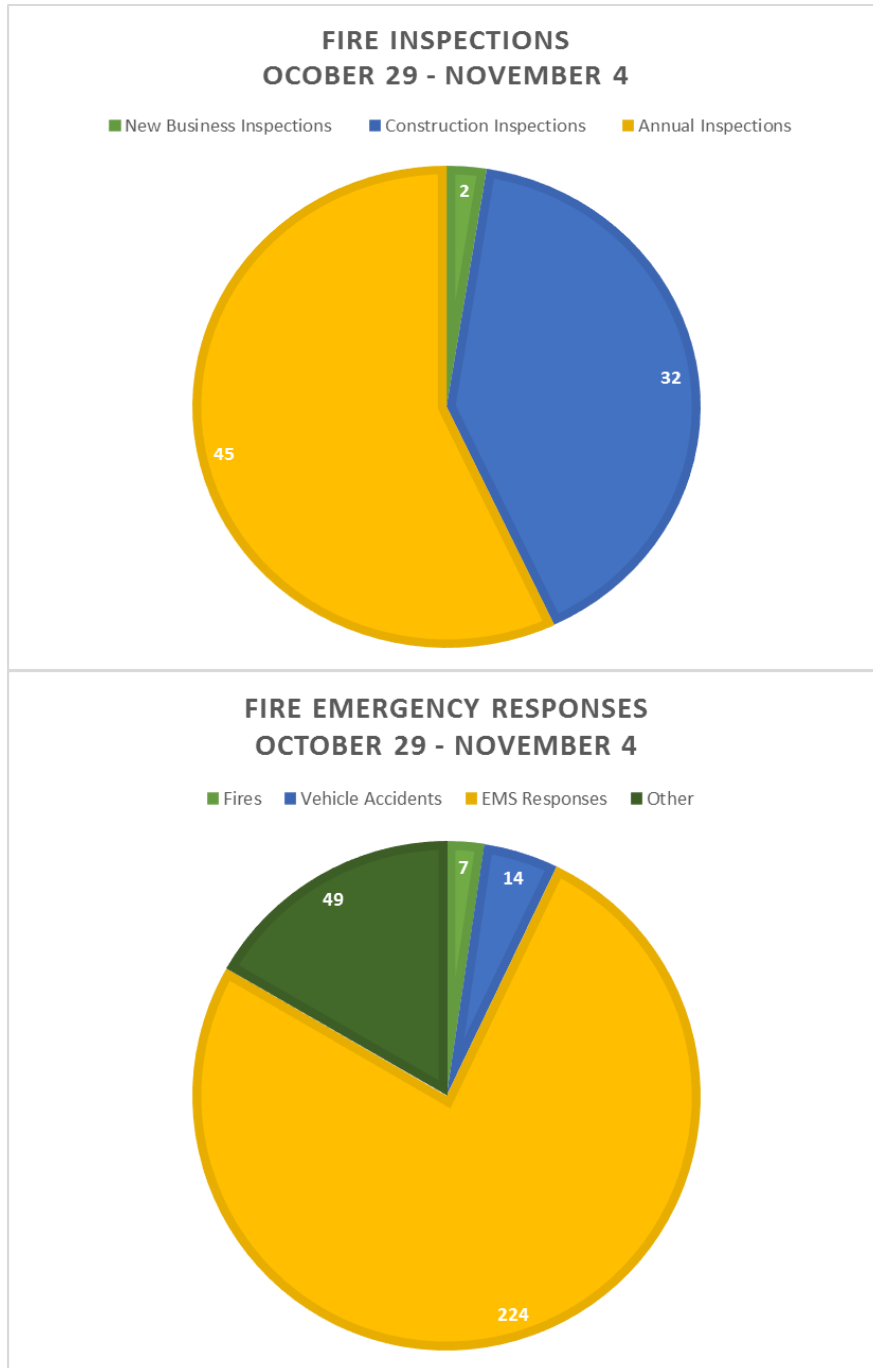
No changes from that reported last week: On site construction of water quality basins is underway. The project's waterlines were tied-in to the City's potable system on Tuesday of this week. The project is located at 999 Broadway.

Spring Hill Suites Hotel/ La Terraza Boulevard

No changes from that reported last week: The grading operation is continuing this week with the construction of the block wall along the rear of the property.

FIRE

Inspections:



Total Emergency Responses (Year To Date)	14,009
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News

- Through the MDA Fill the Boot program, firefighters go above and beyond the call of duty. Each year, more than 100,000 firefighters hit the streets asking citizens in their community to make a donation to MDA, helping them fill their boot with contributions. Off duty Firefighters from Escondido were able to raise \$5,416.53 for this year's MDA Boot Drive, far surpassing the amount raised the past 2 years. 14 Firefighters, Paramedics and Prevention Specialists collected donations at 2 intersections, Via Rancho Pkwy/SB I15 on ramp and Broadway/78 for approximately 2 hours on October 24th.
- On November 1, 2017 at approximately 5:14 PM, the Escondido Police and Fire Communication Center received a report of an oven on fire inside a mobile home at 2300 East Valley Pkwy (Imperial Mobile Home Park). A structure fire response was dispatched to the location. The first arriving engine reported a large amount of smoke coming from the roof of residence. Aggressive action by the firefighters contained and controlled the fire in approximately 30 minutes. The mobile home sustained major damage to kitchen with minor to moderate smoke damage throughout the home. There were no injuries to firefighters. The owner of mobile home was treated and transported to Palomar Hospital for possible smoke inhalation. In all, four fire engines, one truck, one rescue ambulance and one Battalion Chief responded to the fire. Escondido Police Units provided road closures and evacuations. A gift card from California Fire Foundation was provided for immediate emergency aid. The cause of the fire is under investigation.
- The City of Escondido Fire Department Senior Volunteers participated in the Food Drive for the Salvation Army. The Senior Volunteers donated time, money and canned goods towards the Salvation Army Thanksgiving dinner. On Friday, November 3rd, Senior Volunteer Coordinator Clint Sweet and Senior Volunteers Rosemary Patterson, Phil Weldemere, Cathy Tylka, Howard Glickman, Peggy Graf, Wayne Cooper and Bob Munnich presented Lieutenant James with their donation.





POLICE INCIDENTS:

- On 11/01/17 at 01:39 hours, officers were dispatched to the area of Harding St and the flood control channel regarding a palm tree that was on fire. Officers and FD arrived on scene. FD put out the fire and officers checked the area for possible suspects. No one located.
- On 11/01/17 at 02:17 hours, a male adult victim walked into Palomar Medical Center with a stab wound to his shoulder. Victim stated he was at a party at Kit Carson Park and while trying to break up a fight he was stabbed in the shoulder by an unknown suspect. No further details.
- On 11/01/17 at 18:37 hours, a 30 year old white male, 6-03, thin build, and wearing all black, struck a Macy's employee (220 E. Via Rancho Pkwy), in the eye causing minor injury. The suspect did this as he stole items from the store. An officer positively identified the suspect via surveillance video and knowledge from past contacts. The suspect left in an older, black Chevy Suburban type vehicle prior to police arrival.
- On 11/2/17, at 01:00 hours, Officer Larson stopped a vehicle at 8th Ave/Juniper for a several Vehicle Code violations. This same car (and one of the occupants) was recently stopped by an officer and firearms were located. Upon further investigation the rear passenger was arrested for being in possession of a loaded .38 revolver and methamphetamine. The front seat passenger was also arrested for being a felon in possession of loaded 9mm handgun.
- On 11/2/17, at 03:00 hours, an officer located a stolen vehicle heading into Valley Center. The vehicle yielded near Woods Valley Road and the female adult driver was arrested without incident for Auto Theft and Drug Possession. The male adult passenger was arrested for an outstanding parole warrant and Drug Possession.
- On 11/2/17 at 22:00 hours, an officer attempted to stop a motorcycle with two occupants at Washington Ave. and Rock Springs Rd. for both riders riding without helmets. A pursuit was initiated when the motorcycle failed to yield. The pursuit ended on Metcalf North of Lincoln Ave. Both driver and passenger fled. The passenger was

apprehended immediately and after searching, and further investigation, the driver was also arrested. The motorcycle was an unreported stolen that had just occurred from Plan 9 Alehouse. Both were charged with Auto Theft and the driver for Felony Evading.

COPPS:

The EPD COPPS (Community Oriented Policing and Problem-Solving) Unit is dedicated to increasing the quality of life for the residents of Escondido through pro-active responses to crime trends and community issues. Addressing crime and public nuisance in Grape Day Park is one project the Unit has been tasked with, along with patrolling the Downtown Business District and surrounding areas.

- 3 arrests were made
- 14 citations were issued
- Officers took a male transient to the Greyhound Bus Terminal to be reunited with family in Louisiana. Officer Shaver, with the help of Deputy City Manager Bill Wolfe, was able to clear outstanding warrants for the male to allow him to get the bus ticket home.
- Took a Field Trip to City of Lake Elsinore to get a brief on their contract company that patrols the city daily looking for campsites to clean up. Code Enforcement and City Shops personnel also attended.

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