



APRIL 10, 2019
CITY COUNCIL CHAMBERS
4:30 P.M. Regular Session
201 N. Broadway, Escondido, CA 92025

MAYOR	Paul McNamara
DEPUTY MAYOR	Consuelo Martinez
COUNCIL MEMBERS	Olga Diaz John Masson Michael Morasco
CITY MANAGER	Jeffrey Epp
CITY CLERK	Zack Beck
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

**April 10, 2019
4:30 P.M. Meeting**

Escondido City Council

CALL TO ORDER

MOMENT OF REFLECTION:

FLAG SALUTE

ROLL CALL: Diaz, Martinez, Masson, Morasco, McNamara

PROCLAMATIONS: Certificate of Recognition for Rotary of Escondido After 5 Club
Certificate of Recognition for Bimbo Bakeries USA
Earth Day - April 22, 2019

PRESENTATIONS: Earth Day Poster Contest Awards

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)

Request the City Council approve the City Council, Successor Agency, and Housing Successor Agency warrant numbers:

- 329020 – 329276 dated March 27, 2019

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

3. APPROVAL OF MINUTES: A) REGULAR MEETING OF MARCH 20, 2019 B) SPECIAL MEETING OF MARCH 27, 2019

4. AUTHORIZE AGREEMENTS WITH SAN DIEGO GAS AND ELECTRIC FOR A 20C CONVERSION REPLACEMENT OF OVERHEAD WITH UNDERGROUND FACILITIES AND THE EXTENSION AND THE CONSTRUCTION OF UNDERGROUND ELECTRIC SERVICES AT THE EL NORTE PARKWAY BRIDGE BETWEEN KEY LIME WAY AND KAILE LANE -

Request the City Council approve authorizing the Mayor and City Clerk to execute two agreements, an Agreement for Replacement of Overhead with Underground Facilities and an Agreement for Extension and Construction of Underground Electric with San Diego Gas and Electric (SDG&E) in the amount of \$103,088 to replace existing overhead with underground facilities and construct underground electric at the El Norte Parkway Bridge.

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

RESOLUTION NO. 2019-51

5. ADOPTION OF THE FISCAL YEAR 2019/20 ROAD MAINTENANCE AND REHABILITATION ACCOUNT PROJECT LIST -

Request the City Council approve the list of streets proposed to be completed with Fiscal Year 2019/20 Road Maintenance and Rehabilitation Account (RMRA) funding.

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

RESOLUTION NO. 2019-54

6. VALIANO PROJECT SEWER FLOW AGREEMENT -

Request the City Council approve authorizing the Mayor and City Clerk execute a Sewer Flow Agreement with The Eden Hills Project Owner, LLC; The EHF Owner, LLC; the EHH Owner, LLC; and The EHA Owner, LLC (collectively the "Property Owner") for the City of Escondido's acceptance of a sewer flow from a 326 single-family residential development project (the "Valiano Project") within the City's sphere of influence.

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

RESOLUTION NO. 2019-60

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.)

7. AMENDMENT TO CHAPTER 2 OF THE ESCONDIDO MUNICIPAL CODE TO MOVE THE CLOSED SESSION MEETING AND REGULAR CITY COUNCIL MEETING TIMES -

Approved on March 20, 2019 with a vote of 3/1/1, Morasco voting no, Masson absent
THIS ITEM WAS CONTINUED FROM APRIL 3, 2019.

ORDINANCE NO. 2019-05 (Second Reading and Adoption)

PUBLIC HEARINGS

8. CONDITIONAL USE PERMIT, GRADING EXEMPTIONS, AND GENERAL PLAN AMENDMENT (PHG 17-0025 AND ENV 17-0007) -

Request the City Council approve a General Plan Amendment to allow non-residential structures up to three (3) stories in height within the Suburban land-designation; approve a Conditional Use Permit for a residential-care facility and Grading Exemptions for retaining walls and fill slopes over ten (10) feet in height; and adopt a Final Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program that was prepared and issued in conformance with the California Environmental Quality Act (CEQA) for the Escondido Assisted Living project located at 1802 North Centre City Parkway.

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

RESOLUTION NO. 2019-48

CURRENT BUSINESS

9. LIBRARY SECURITY IMPROVEMENTS -

Request the City Council receive and file a presentation regarding the security improvements made at the Escondido Public Library in partnership with the Escondido Library Foundation.

Staff Recommendation: **Receive and File (Communications & Community Services Department: Joanna Axelrod)**

10. ANNUAL APPOINTMENTS TO THE LIBRARY BOARD OF TRUSTEES -

Request the City Council ratify the Mayor's recommendation to fill two regular vacancies on the Library Board of Trustees, each for a three-year term, terms to expire March 31, 2022.

Staff Recommendation: **Ratify the Mayor's Appointments (City Clerk's Office: Zack Beck)**

FUTURE AGENDA

11. 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: Zack Beck)**

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. This report is also available on the City's website, www.escondido.org.

- 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
April 17	-	-	No Meeting	-
April 24	-	-	No Meeting	-
May 1	Wednesday	3:30 & 4:30 PM	Regular Meeting	Council Chambers
May 8	Wednesday	5:00 & 6:00 PM	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.



AFFIDAVITS

OF

ITEM

POSTING



CITY COUNCIL STAFF REPORT

Consent Item No. 2

April 10, 2019

File No. 0400-40

SUBJECT: Approval of Warrants

DEPARTMENT: Finance Department

RECOMMENDATION:

Request approval for City Council, Successor Agency and Housing Successor Agency warrant numbers 329020 – 329276 dated March 27, 2019.

FISCAL ANALYSIS:

The total amount of the warrants for the period of March 21 – 27, 2019 is \$3,797,257.02.

BACKGROUND:

The Escondido Municipal Code Section 10-49 states that warrants or checks may be issued and paid prior to audit by the City Council, provided the warrants or checks are certified and approved by the Director of Finance as conforming to the current budget. These warrants or checks must then be ratified and approved by the City Council at the next regular Council meeting.

CITY OF ESCONDIDO
March 20, 2019
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 3:32 p.m. on Wednesday, March 20, 2019 in the City Council Chambers at City Hall with Mayor McNamara presiding.

ATTENDANCE:

The following members were present: Councilmember Olga Diaz, Deputy Mayor Consuelo Martinez, Councilmember Michael Morasco, and Mayor Paul McNamara. Absent: Councilmember John Masson. Quorum present.

ORAL COMMUNICATIONS

Steve Boyle, Superintendent of the Escondido Union High School District, shared concerns regarding recent action taken by the Successor Agency to the Community Development Commission and impacts to the school districts.

Douglas Paulson, Board Member for the Escondido Union School District, shared comments regarding the impact of early repayment of the traffic loan.

Michael Taylor, Assistant Superintendent of the Escondido Union School District, shared comments regarding a 2009 agreement regarding between City of Escondido, Escondido Redevelopment Agency, and the Escondido Union School Districts.

Amanda Phillips, Assistant Superintendent of the Escondido Union High School District, shared comments regarding the impacts of early repayment on the school districts.

Kelley Owens, counsel for the Escondido School Districts, referenced a letter from the Department of Finance and requested an amendment be submitted before October 1, 2019.

Christi Knight, Board Member for the Escondido Union High School District, requested an amendment to the Recognized Obligation Payment Schedule (ROPS).

CLOSED SESSION: (COUNCIL/SUCCESSOR AGENCY/RRB)

MOTION: Moved by Councilmember Morasco and seconded by Deputy Mayor Martinez to recess to Closed Session. Ayes: Diaz, Martinez, Morasco, McNamara. Noes: None. Absent: Masson. Motion carried.

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

- a. **Case Name:** Sandra Matyus v. City of Escondido
Case No: ADJ11360738, ADJ11360794

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

- a. **Property:** 613 East Lincoln Avenue (APN 229-160-54)
City Negotiator: Jeffrey Epp, City Manager
Negotiating Parties: Escondido Community Child Development Center
Under Negotiation: Lease Terms

- b. **Property:** 1201 East Washington Avenue (APN 230-141-01)
City Negotiator: Jeffrey Epp, City Manager
Negotiating Parties: San Diego Gas & Electric
Under Negotiation: Potential Leasing Opportunity

- c. **Property:** 200 - 290 East Via Rancho Parkway (APNs 271-030-14, -15, -16, -17, -18, 19, -20)
City Negotiator: Jeffrey Epp, City Manager
Negotiating Parties: Westfield Corporation
Under Negotiation: Potential Purchase and Sale, Westfield Mall

III. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION/SIGNIFICANT EXPOSURE (Government Code 54956.9(d)(2))

- a. The City Council will consider issues related to the payment in full of the former Escondido Redevelopment Agency's Traffic Impact Fund loan approved in the 2019-20 ROPS.

ADJOURNMENT

Mayor McNamara adjourned the meeting at 4:45 p.m.

MAYOR

CITY CLERK

DEPUTY CITY CLERK

CITY OF ESCONDIDO
March 20, 2019
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 4:51 p.m. on Wednesday, March 20, 2019 in the City Council Chambers at City Hall with Mayor McNamara presiding.

MOMENT OF REFLECTION

Zack Beck led the Moment of Reflection.

FLAG SALUTE

Escondido Cub Scout Pack 659 led the flag salute.

ATTENDANCE:

The following members were present: Councilmember Olga Diaz, Deputy Mayor Consuelo Martinez, Councilmember Michael Morasco, and Mayor Paul McNamara. Absent: Councilmember John Masson. 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; Zack Beck, City Clerk; and Jennifer Ekblad, Deputy City Clerk.

PRESENTATIONS

Mayor McNamara presented certificates of recognition to Merrilyn Carpenter and Bill Dixon.

ORAL COMMUNICATIONS

Nancy Burian, Escondido, shared concerns regarding fencing at the dog park and homeless issues related to an abandoned home on Broadway.

Bonnie Wade Thompson, Escondido, shared concerns regarding homeless issues at an abandoned home on Broadway and requested the issues be addressed.

Lee Stephens, representative Carpenters Local 619, shared his experience living in Escondido and commented regarding the union journeyman apprenticeship.

Andrew Meling, member of the Southwest Regional Council of Carpenters Local 619, shared an interest in obtaining more local construction jobs.

CONSENT CALENDAR

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to approve all Consent Calendar items with the exception of items 5, 7, 10, and 13. Ayes: Diaz, Martinez, Morasco, McNamara. Noes: None. Absent: Masson. Motion carried.

1. AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)

2. APPROVAL OF WARRANT REGISTER (Council/Successor Agency)

Request the City Council approve the City Council, Successor Agency, and Housing Successor Agency warrant numbers: (File No. 0400-40)

- 327452 – 327699 dated February 6, 2019
- 327700 – 327881 dated February 13, 2019
- 327882 – 328110 dated February 20, 2019
- 328111 – 328339 dated February 27, 2019
- 328340 – 328622 dated March 6, 2019

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

3. APPROVAL OF MINUTES: A) Regular Meeting of February 6, 2019 B) Regular Meeting of February 13, 2019 C) Special Meeting of February 27, 2019

4. TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED DECEMBER 31, 2018 AND RECOMMENDED INVESTMENT STRATEGIES -

Request the City Council receive and file the October through December 2018 City Treasurer's Quarterly Investment Report and recommended investment strategies from PFM Asset Management. (File No. 490-55)

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

5. FISCAL YEAR 2018 URBAN AREA SECURITY INITIATIVE GRANT AND BUDGET ADJUSTMENT -

Request the City Council approve authorizing the Escondido Police Department to accept a Fiscal Year 2018 Urban Area Security Initiative Grant in the amount of \$32,992; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. (File No. 0480-70)

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

Craig Carter, Police Chief, and Rick Vogt, Fire Chief, were available to answer questions.

MOTION: Moved by Deputy Mayor Martinez and seconded by Councilmember Diaz to approve authorizing the Escondido Police Department to accept a Fiscal Year 2018 Urban Area Security Initiative Grant in the amount of \$32,992; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. Ayes: Diaz, Martinez, Morasco, McNamara. Noes: None. Absent: Masson. Motion carried.

6. AUTHORIZATION FOR RELEASE OF REQUEST FOR PROPOSALS FOR AFFORDABLE HOUSING PURPOSES -

Request the City Council approve authorizing Housing & Neighborhood Services Division staff to release a Request for Proposals (RFP) for the provision of long-term affordable housing through acquisition or rehabilitation or redevelopment of blighted properties. The RFP will include a total of \$3,000,000 in Affordable Housing Funds, including Successor Housing Agency and HOME funds. (File No. 0875-21)

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

7. ANNUAL PROGRESS REPORT ON THE IMPLEMENTATION OF THE GENERAL PLAN AND ANNUAL HOUSING ELEMENT REPORT (MISC 19-0004) -

Request the City Council receive and file the General Plan Annual Progress Report, documenting the City's progress on implementing the General Plan and authorize submittal of the report to the State

Office of Planning and Research (OPR), the State Department of Housing and Community Development (HCD), and SANDAG. (File No. 0830-07)

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

Mike Strong, Assistant Director of Planning, was available to answer questions.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to receive and file the General Plan Annual Progress Report, documenting the City's progress on implementing the General Plan and authorize submittal of the report to the State Office of Planning and Research (OPR), the State Department of Housing and Community Development (HCD), and SANDAG. Ayes: Diaz, Martinez, Morasco, McNamara. Noes: None. Absent: Masson. Motion carried.

8. PUBLIC SERVICE AGREEMENT WITH TIMECLOCK PLUS TO PROVIDE A TIME AND ATTENDANCE TRACKING SOFTWARE SYSTEM FOR THE CITY OF ESCONDIDO -

Request the City Council approve authorizing the Mayor and City Clerk to execute a three (3) year Public Service Agreement with TimeClock Plus with three (3) additional one-year renewal option periods conditional upon budget appropriations. (File No. 0600-10 [A-3289])

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

RESOLUTION NO. 2019-36

9. UPDATE OF CURRENT CITY COUNCIL ASSIGNMENT TO THE LEAGUE OF CALIFORNIA CITIES -

Request the City Council make determinations and ratify the Mayor's appointment of Deputy Mayor Martinez to serve as the Council's alternate representative for the League of California Cities. (File No. 0610-55)

Staff Recommendation: **Ratify the Mayor's Appointment (City Clerk's Office: Zack Beck)**

10. AMENDMENT TO CHAPTER 2 OF THE ESCONDIDO MUNICIPAL CODE TO MOVE THE CLOSED SESSION MEETING AND REGULAR CITY COUNCIL MEETING TIMES -

Request the City Council approve amending Section 2-21(a) of the Escondido Municipal Code to move Closed Session meetings to 5:00 p.m. and regular City Council meetings to 6:00 p.m. (File No. 0680-10)

Staff Recommendation: **Approval (City Clerk's Office: Zack Beck)**

ORDINANCE NO. 2019-05 (First Reading and Introduction)

Zack Beck, City Clerk, was available to answer questions.

MOTION: Moved by Councilmember Diaz and seconded by Deputy Mayor Martinez to approve amending Section 2-21(a) of the Escondido Municipal Code to move Closed Session meetings to 5:00 p.m. and regular City Council meetings to 6:00 p.m. and introduce Ordinance No. 2019-05. Ayes: Diaz, Martinez, McNamara. Noes: Morasco. Absent: Masson. Motioned carried.

11. CITY OF ESCONDIDO LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT - PRELIMINARY ENGINEER'S REPORT FOR ZONES 1-38 FOR FISCAL YEAR 2019/2020 -

Request the City Council approve initiating the proceedings for the annual levy of assessments for the City of Escondido Landscape Maintenance Assessment District (LMD) for Zones 1 through 38 for the Fiscal Year 2019/2020; approve the preliminary Engineer's Report for LMD Zones 1 through 38; and set a public hearing date of May 1, 2019 for LMD Zones 1 through 38. (File No. 0685-10)

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

A) RESOLUTION NO. 2019-30 B) RESOLUTION NO. 2019-31

12. NOTICE OF COMPLETION FOR THE VISTA VERDE RESERVOIR REPLACEMENT PROJECT - PHASE II -

Request the City Council approve authorizing the Director of Utilities to file a Notice of Completion for the Vista Verde Reservoir Replacement Project - Phase II. (File No. 0600-95)

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

RESOLUTION NO. 2019-45

13. AGREEMENT FOR THE PROVISION OF HOMELESS CASE MANAGEMENT SERVICES -

Request the City Council approve authorizing an agreement with Interfaith Community Services to add a social worker to provide homeless case management services to the team addressing homelessness in Escondido. (File No. 0600-10 [A-3290])

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

RESOLUTION NO. 2019-46

William Wolfe, Deputy City Manager, and Karen Youel, Housing and Neighborhood Services Manager, were available to answer questions.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to approve authorizing an agreement with Interfaith Community Services to add a social worker to provide homeless case management services to the team addressing homelessness in Escondido and adopt Resolution No. 2019-46. Ayes: Diaz, Martinez, Morasco, McNamara. Noes: None. Absent: Masson. Motion carried.

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

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

PUBLIC HEARINGS

14. MASTER AND PRECISE DEVELOPMENT PLAN AND GRADING EXEMPTION FOR GRAND AVENUE APARTMENTS, 1316 EAST GRAND AVENUE (PHG 17-0019) -

Request the City Council conduct a public hearing on the Grand Avenue Apartments project proposal, which includes a 15-unit apartment building on approximately 0.51 acre of property located on the north side of East Grand Avenue, between East Ohio Avenue and Harding Street; approve a Master and Precise Development Plan for an apartment building containing 15 residential units and associated off-street parking; approve a Notice of Exemption per the California Environmental Quality Act (CEQA); and approve a Grading Exemption for a fill slope over ten (10) feet in height within 50 feet of property lines, and an associated retaining wall up to 22.5 feet in height. (File No. 0800-10)

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

A) RESOLUTION NO. 2019-37 B) ORDINANCE NO. 2019-02 (First Reading and Introduction)

Ann Dolmage, Associate Planner, presented the staff report utilizing a PowerPoint presentation.

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

Mark Baker, representative for the applicant, shared comments regarding the proposed project and was available to answer questions. **Gary Wynn**, representative for the applicant, and **Mike LaCaze**, applicant, were also available to answer questions.

Mayor McNamara asked if anyone else would like to speak on this issue in anyway. No asked to be heard; therefore, he closed the public hearing.

MOTION: Moved by Councilmember Morasco and seconded by Councilmember Diaz to the Grand Avenue Apartments project proposal, which includes a 15-unit apartment building on approximately 0.51 acre of property located on the north side of East Grand Avenue, between East Ohio Avenue and Harding Street; approve a Master and Precise Development Plan for an apartment building containing 15 residential units and associated off-street parking; approve a Notice of Exemption per the California Environmental Quality Act (CEQA); and approve a Grading Exemption for a fill slope over ten (10) feet in height within 50 feet of property lines, and an associated retaining wall up to 22.5 feet in height and adopt Resolution No. 2019-37 and introduce Ordinance No. 2019-02. Ayes: Diaz, Martinez, Morasco, McNamara. Noes: None. Absent: Masson. Motion carried.

15. REVIEW AND RE-AFFIRM COMMUNITY DEVELOPMENT PRIORITIES OF THE FISCAL YEAR 2015-2019 CONSOLIDATED PLAN AND APPROVE ALLOCATION PROCESS FOR FISCAL YEAR 2019-2020 CDBG AND ESG FUNDING -

Request the City Council review and re-affirm the community development priorities adopted in the Amended 2015-2019 Five-Year Consolidated Plan for Community Development Block Grant (CDBG); approve an allocation process for Fiscal Year 2019/2020 CDBG funds to utilize the maximum 15 percent allowable for public service activities to address the priorities of the Consolidated Plan, and the maximum 20 percent allowable for administration of the CDBG program; authorize the release of a Request for Proposals (RFP) for public services and community redevelopment activities; review and re-affirm the homelessness and homelessness prevention priorities adopted in the Amended 2015-2019 Five-Year Consolidated Plan for Emergency Solutions Grant (ESG); authorize the release of a Notice of Funding Availability (NOFA) for organizations assisting persons experiencing homelessness or at-risk of homelessness within the City. (File No. 0870-11)

Staff Recommendation: **Provide Direction (Community Development Department: Bill Martin)**

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

Mayor McNamara 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.

COUNCIL PROVIDED DIRECTION TO STAFF.

CURRENT BUSINESS

16. ZONING CODE LAND USE STUDY - INFORMATIONAL REPORT AND STATUS UPDATE (PHG 18-0006) -

Request the City Council receive and file the status update on the Zoning Code Land Use Study and provide direction to staff as appropriate. No action is required at this time. (File No. 0680-50)

Staff Recommendation: **Provide Direction (Community Development Department: Bill Martin)**

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

Haley Guiffrida, Carlsbad, spoke in favor of the smoke and vape shop regulation to keep them 1000 feet from schools and requested the 1000 feet be applied to parks and clubs where children are located.

Gena Knutson, Program Manager for the Tobacco Control Program at Vista Community Clinic, voiced support for the zoning changes prohibiting tobacco stores within 1000 feet of schools and shared information regarding smoke shop and tobacco stores.

Maria Wallace, Escondido, read a letter sharing concerns regarding e-cigarettes and their impacts on the community and environment; shared suggestions regarding new zoning regulations for tobacco products.

COUNCIL PROVIDED DIRECTION TO STAFF.

FUTURE AGENDA

17. 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: Zack Beck)**

DEPUTY MAYOR MARTINEZ REQUESTED A FUTURE AGENDA ITEM REGARDING A HOUSING ACTION PLAN; SUPPORTED BY COUNCILMEMBER DIAZ.

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

Councilmember Diaz attended a San Dieguito River Park Joint Powers Authority meeting and reported member contributions will increase by five percent.

Deputy Mayor Martinez attended a League of California Cities meeting and reported regarding regional economic development councils.

Mayor McNamara attended a SANDAG Transportation Subcommittee meeting and shared comments regarding transportation issues in San Diego County.

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. This report is also available on the City's website, www.escondido.org.

- **WEEKLY ACTIVITY REPORT**

ORAL COMMUNICATIONS

ADJOURNMENT

Mayor McNamara adjourned the meeting at 6:55 p.m.

MAYOR

CITY CLERK

DEPUTY CITY CLERK

**CITY OF ESCONDIDO
MARCH 27, 2019
4:30 p.m. Meeting Minutes**

MITCHELL ROOM

**Special Meeting of the
Escondido City Council and Library Board of Trustees**

CALL TO ORDER

The Special Meeting of the Escondido City Council was called to order at 4:35 p.m. on Wednesday, March 27, 2019 in the Mitchell Room at City Hall with Mayor McNamara presiding.

ATTENDANCE:

The following members were present: Councilmember Olga Diaz, Deputy Mayor Consuelo Martinez, Councilmember Michael Morasco, and Mayor Paul McNamara. Absent: Councilmember John Masson. Quorum present.

Also present were: Zack Beck, City Clerk, Joanna Axelrod, Director of Communications and Community Services.

JOINT CITY COUNCIL AND BOARD/COMMISSION INTERVIEWS

4:30 Library Board of Trustees

Oral Communications

Brief description of the Library Board of Trustees (**Joanna Axelrod**)

Discussion among Council, current Board members, and applicants regarding expectations and responsibilities and duties associated with membership on the Library Board of Trustees, and the role of the Library Board of Trustees in City Government.

NO COUNCIL ACTION, DISCUSSION ONLY.

ORAL COMMUNICATIONS

ADJOURNMENT

Mayor McNamara adjourned the meeting at 6:34 p.m.

MAYOR

CITY CLERK



CITY COUNCIL STAFF REPORT

Consent Item No. 4

April 10, 2019

File No. 0600-10, A-3294, A-3295

SUBJECT: Authorize Agreements with San Diego Gas and Electric for a 20C Conversion Replacement of Overhead with Underground Facilities and the Extension and Construction of Underground Electric Services at the El Norte Parkway Bridge Between Key Lime Way and Kaile Lane

DEPARTMENT: Engineering Services Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-51 authorizing the Mayor and the City Clerk to execute two agreements, an Agreement for Replacement of Overhead with Underground Facilities and an Agreement for Extension and Construction of Underground Electric ("Agreements"), with San Diego Gas and Electric (SDG&E) in the amount of \$103,088 to replace existing overhead with underground facilities and construct underground electric at the El Norte Parkway Bridge.

FISCAL ANALYSIS:

Funding for this contract have been previously programmed in the Capital Improvement Program (CIP) budget for the El Norte Parkway Improvement Project

BACKGROUND:

As a part of the El Norte Parkway Widening Project, a second bridge will be installed on El Norte Parkway over the Escondido Creek, bringing the street to its ultimate Major Road width of eighty-two (82) feet, adding medians and landscaping on El Norte Parkway between El Norte Hills Place and East Valley Parkway. These Agreements will allow the City of Escondido to install infrastructure through the new bridge to support extending SDG&E's 20C conversion of overhead power lines to underground facilities at the bridge over Escondido Creek.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services
4/4/2019 10:02 a.m.

ATTACHMENTS:

1. Resolution No. 2019-51
2. Resolution No. 2019-51 Exhibits "A" and "B" SDG&E Agreement

RESOLUTION NO. 2019-51

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, AGREEMENTS WITH SAN DIEGO GAS AND ELECTRIC FOR A 20C CONVERSION REPLACEMENT OF OVERHEAD UTILITIES WITH UNDERGROUND FACILITIES AND EXTENSION AND CONSTRUCTION OF UNDERGROUND ELECTRIC SERVICES AT THE EL NORTE PARKWAY BRIDGE BETWEEN KEY LIME WAY AND KAILE LANE

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program Budget for the El Norte Parkway Improvement Project; and

WHEREAS, the Engineering Services staff has evaluated the agreements and deemed the proposal offered by San Diego Gas and Electric (“SDG&E”), a Sempra Utility Company, to replace existing overhead utilities with underground and construct underground electric services at the El Norte Parkway bridge; and

WHEREAS, the Director of Engineering Services recommends the execution of two agreements, an Agreement for Replacement of Overhead with Underground Facilities and an Agreement for Extension and Construction of Underground Electric (“Agreements”), with SDG&E, a Sempra Utility Company, to replace existing overhead utilities with underground and construct underground electric services at the El Norte Parkway Bridge; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to approve said Agreements with SDG&E, a Sempra Utility Company.

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

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Director of Engineering Services/City Engineer.
3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, two Agreements with SDG&E, a Sempra Utility Company, in the amount of \$103,088 to replace existing overhead with underground and construct underground electric at the El Norte Bridge between Keylime and Kaile. The Agreements are attached as Exhibits "A" and "B" and are incorporated herein by this reference as though fully set forth.



Submitted to Applicant by:
Keenon Holmes
SDG&E Work Order(s): 2908150
2908151

AGREEMENT FOR REPLACEMENT OF OVERHEAD
WITH UNDERGROUND FACILITIES

THIS AGREEMENT, made and entered into, by and between SAN DIEGO GAS & ELECTRIC COMPANY, a corporation, hereinafter called "Utility", and _____, hereafter called "Applicant(s)".

WITNESSETH:

WHEREAS, Applicant(s) are the owners, lessees, or others having a legal interest in those certain premises known as El Norte Parkway located at Key Lime and Kaile; and

WHEREAS, Applicant's desire that existing overhead facilities be replaced with underground facilities, and in consideration of the desirability and value which said underground facilities will add and contribute to the above premises;

NOW, THEREFORE, it is agreed by and between Utility and Applicants as follows:

1. Subject to the conditions hereinafter provided, Utility, upon obtaining satisfactory easements for any required rights of way, shall remove its existing overhead electric power facilities serving Applicants and shall replace these facilities with underground facilities, in accordance with its Rule 20.C for Replacement of Overhead with Underground Facilities as filed with the California Public Utilities Commission.
2. All work performed by the Utility and Applicants pursuant to this Agreement shall be in conformity with the General Conditions and the Specifications attached hereto and by this reference made a part hereof. Utility shall furnish underground electric service to the premises shown on Specifications and, upon completion of the work specified herein, Utility shall not furnish overhead electric service to any of such premises.
3. This Agreement shall become effective only upon compliance with all of the following conditions:
 - a) All Applicants shall execute this Agreement and shall perform all of the conditions herein contained.
 - b) All Applicants shall execute a companion agreement with each company, municipality, or agency that is a joint user with Utility of poles, or maintains other poles, within the area from which Utility's pole will be removed pursuant to Section 1, for providing communication service, traffic signals, police or fire alarm boxes, or street or safety lighting supplied by overhead wiring. Such agreement or agreements will provide for such service to be discontinued or converted and maintained through underground circuits or other appropriate and lawful means, so that all of said poles can be removed from the area within a reasonable time after Utility has removed its poles.
 - c) Applicants will, at their expense and in conformity with the Contract Documents as defined in the General Conditions, furnish and install the material, and facilities and perform the work indicated below by a check mark. The material, facilities and work listed below which are not indicated with a check mark shall be furnished, installed and performed by Utility at Applicants' expense.

- Excavation, backfill and compaction
- Conduits
- Concrete substructures

- d) Utility shall notify Applicants, in writing, of final acceptance of the work specified herein. Applicants hereby grant to Utility all facilities installed by Applicants pursuant to this Agreement, said grant to be effective upon receipt of Utility's written final acceptance.
 - e) Each Applicant shall, at his expense, promptly provide any necessary changes to the existing facilities on his property so as to receive underground electric service at the points specified on the Specifications. The Applicants' work shall be in accord with Utility's Rule on Service Connections filed with the California Public Utilities Commission effective as of the date of this Agreement, and in accord with the Contract Documents. Underground electric service will not be supplied until all affected premises are equipped to receive electric service in accordance with said plan and specifications.
4. Receipt is acknowledged from Applicant(s) of \$103,088, which is an amount equal to the estimated cost of Utility's conversion work computed in accordance with its Filed Rule on Replacement of Overhead with Underground Facilities. Said amount includes any engineering fee or fees that may have been paid to Utility in contemplation of the work provided for in Section 2.
5. In the event any additions, rearrangements, or changes to the electric wiring are required or performed on Applicants' several premises, other than the work pursuant to Section 3.e) above, Applicants shall cause said additions, rearrangements, and changes to be made at their expense.
6. All wires, cables, conductors, conduits, ducts, connectors and appurtenances installed by Utility, or its agents, on the premises of Applicants, or elsewhere, and all facilities granted to Utility by Applicants, shall become and remain the property of Utility notwithstanding any payment made under this Agreement. Such facilities will be maintained and operated by Utility in accordance with its Rules for the Sale of Electric Energy on file with the California Public Utilities Commission.
- a) Utility shall be under no obligation to perform and complete the work undertaken by it pursuant to this Agreement until Applicants' obligations incurred pursuant to Paragraphs 3.b) and 3.e) of this Agreement shall have been fulfilled.
 - b) If the Specifications attached hereto require the installation of new street lighting standards, Utility shall be under no obligation to remove and cease operating its overhead electric facilities nor to furnish underground electric service to any of the premises shown on the Specifications until said street lighting standards have been installed and energized.
 - c) Utility at its sole election, may undertake to perform the work to be performed by it prior to the occurrence of the conditions specified in section 7. and subsection b) of this Section. The commencement of any such work by Utility under the provisions of this subsection shall not constitute a waiver of any of the requirements imposed upon any Applicants under section 7. or subsection b) of this Section, or under any other provisions of this Agreement.
 - d) If any Applicants shall, within one year of the date of this Agreement, fail or refuse to comply with any of the conditions hereof or to perform all work required under the contracts executed pursuant to Paragraph 3.b) of this Agreement, Utility shall have the right to make such changes and to impose such further conditions upon the Applicants as may be necessary to protect its rights under any existing agreement for any increase in its costs of installation, and to provide in any other manner for the accomplishment of the purposes of this Agreement consistent with applicable rules, laws, ordinances and its contractual obligations hereunder.
7. Once Applicant has started to perform the work required by the Contract Documents, Applicants agree to exercise reasonable diligence in pursuing such work to completion within one year after the effective date of the Contract Documents. If such work has not been completed within one year after the effective date of the Contract Documents, Utility shall have the right, upon giving written notice to Applicants, to cancel and terminate the Contract Documents. Utility shall return to Applicants, an amount equal to the above cash advance, minus Utility's costs. Utility's costs are defined as the actual cost (including but not limited to labor, materials and overhead) incurred by Utility prior to such cancellation and termination in connection with work done in furtherance of Applicants' project, plus

the actual cost of removing any of the Utility installed facilities which Utility desires to salvage, minus the salvage value of such facilities. Upon exercise of this right to cancel and terminate, and upon payment to Applicants, all of Utility's obligations under the Contract Documents shall cease.

8. This Agreement shall at all times be subject to such changes or modifications by the California Public Utility Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.
9. All terms and situations heretofore made and agreed to by the parties in relation to said electric line replacement are set forth in this Agreement and no representation of any agent or employees shall be binding upon Utility except as expressed herein. Appendix B & V attached hereto is solely for use by Utility and nothing contained therein shall in any way alter or vary any term, condition or stipulation contained in this Agreement.
10. If Applicant is a corporation, partnership, joint venture or a group of individuals, the subscriber hereto represents that he has the authority to bind said corporation, partners, joint venture or individuals as the case may be. Each Applicant signing this Agreement agrees that he shall be jointly and severally liable under the terms of this Agreement with every other applicant signing the Agreement.
11. All of the terms and conditions of this Agreement shall be binding upon and shall insure to the benefit of the parties hereto, their heirs, administrators, executors, personal representatives, trustees, successors and assigns.
12. The Contract Documents shall become effective only upon the date signed by the authorized representative of Utility.

IN WITNESS WHEREOF, the parties hereto have individually executed, or have caused this Agreement to be executed for and on behalf of each, by and through their responsible agents, partners, or duly authorized corporate officers, as the case may be.

APPLICANT: _____

SAN DIEGO GAS & ELECTRIC COMPANY,
a corporation

By: _____
(Authorized Signature)

By: _____
(Authorized Individual-Utility)

Name: _____
(Please Print or Type)

Date Executed: _____

Title: _____

Date: _____

Address: _____

Telephone: _____

WORK ORDER: 2908150 EL NORTE PKY 20C-T/C & CABLE 852621-020-001

A. COST SUMMARY

	BASE	* TAX	TOTAL
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1. UTILITY'S ESTIMATED INSTALLED COST OF UNDERGROUND FACILITIES REQUIRED TO REPLACE OVERHEAD	\$ 153545	\$ 0	\$ 153545
2. UTILITY'S ESTIMATED COST OF RELATED OVERHEAD CONSTRUCTION AND REMOVAL OF EXISTING FACILITIES	\$ 12257	\$ 0	\$ 12257
NOTE: UTILITY'S ESTIMATED COST OF RELATED OVERHEAD CONSTRUCTION - - SEE OVERHEAD APPENDIX			
3. TOTAL ESTIMATED COST OF REQUIRED WORK (LINE A.1 PLUS LINE A.2)	\$ 165802	\$ 0	\$ 165802
4. CREDIT FOR SCRAP/SALVAGE (IF APPLICABLE)	\$ 1272	\$ 0	\$ 1272
5. CREDIT FOR DEPRECIATION (IF APPLICABLE)	\$ 863	\$ 0	\$ 863
6. BILLING - R/W ACQUISITION - BY UTILITY - NON-REFUNDABLE	\$ 0	\$ 0	\$ 0
7. TOTAL COST TO APPLICANT (LINE A.3 LESS LINE A.4 LESS LINE 4.5 PLUS LINE A.6)	\$ 163667	\$ 0	\$ 163667

B. BILLING

1. TOTAL COST TO APPLICANT (LINE A.7)	\$ 163667	\$ 0	\$ 163667
2. ESTIMATED VALUE OF WORK REQUIRED FOR AND PROVIDED BY APPLICANT	\$ 60579	\$ 0	\$ 60579
3. AMOUNT DUE UTILITY (LINE B.1 LESS LINE B.2)	\$ 103088	\$ 0	\$ 103088
4. AMOUNT DUE APPLICANT (LINE B.2 LESS LINE B.1)	\$ 0	\$ 0	\$ 0

C. DIRECT PAYMENTS

1. AMOUNT DUE APPLICANT FOR ADDITIONAL FACILITIES AFTER FINAL ACCEPTANCE OF WORK	\$ 0	\$ 0	\$ 0
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* THE TAX RATE IS 00.0 % ON CAPITAL COST

WORK ORDER: 2908151 EL NORTE PKWY 20C RFS

852621-030-001

A. OVERHEAD CONVERSION COST

- 1. BILLING FOR OVERHEAD CONSTRUCTION AND REMOVALS
- 2. BILLING - R/W ACQUISITION - BY UTILITY - NON-REFUNDABLE
- 3. CREDIT FOR SCRAP/SALVAGE (IF APPLICABLE)
- 4. CREDIT FOR DEPRECIATION (IF APPLICABLE)
- 5. NET COST TO CUSTOMER

B. BILLING - CONSTRUCTION BY UTILITY


- 1. AMOUNT DUE UTILITY (LINE A.1 PLUS LINE A.2 LESS LINE A.3 LESS LINE A.4)
- 2. AMOUNT DUE APPLICANT AFTER FINAL ACCEPTANCE OF WORK
(LINE A.3 PLUS LINE A.4 LESS LINE A.1 LESS LINE A.2)

* THE TAX RATE IS 00.0 % ON CAPITAL COST

	BASE	* TAX	TOTAL
\$ 12257	0 \$	12257	
\$ 0	0 \$	0	
\$ 9	0 \$	9	
\$ 390	0 \$	390	
\$ 11858	0 \$	11858	
\$ 11858	0 \$	11858	
\$ 0	0 \$	0	

Submitted to Applicant by
Keenon Holmes



A  Sempra Energy utilitySM

General Conditions for Underground
Electric Distribution, Service Systems
Construction and Gas Trench

PROJECT WORK ORDER NUMBER AND PROJECT TITLE
EL NORTE PKWY 20C T/C & CABLE
WO#2908150 & WO2908151

CONSTRUCTION / TRENCH INSPECTIONS
PH: 760 -432-5805

MARK-OUT 1-800-227-2600

NOTICE

**ALL WORK DONE PURSUANT TO THE ATTACHED MUST BE
ACCOMPLISHED IN COMPLIANCE WITH THE FEDERAL AND
STATE OF CALIFORNIA OCCUPATIONAL SAFETY AND
HEALTH ACT.**

ONE COPY TO BE KEPT AT PROJECT SITE

- 1.0 SCOPE OF GENERAL CONDITIONS
- 2.0 DEFINITION OF TERMS
- 3.0 CONTRACT DOCUMENTS
- 4.0 INSPECTION OF WORK AND INTERPRETATION OF CONTRACT DOCUMENTS
- 5.0 SDG&E'S RIGHT TO DO WORK
- 6.0 SCHEDULING
- 7.0 SURVEY AND EASEMENTS
- 8.0 PAVEMENT REMOVAL AND REPLACEMENT
- 9.0 EXCAVATIONS
- 10.0 INSTALLATION OF CONDUIT
- 11.0 BACKFILL AND COMPACTION
- 12.0 SUBSTRUCTURES
- 13.0 CABLE INSTALLATIONS (NEW)
- 14.0 SAFEGUARDS
- 15.0 CHANGES IN WORK
- 16.0 PHASING FOR ENERGIZING
- 17.0 DRAWINGS AND PRINTS
- 18.0 RELATIONSHIP OF PARTIES
- 19.0 FINAL ACCEPTANCE
- 20.0 WARRANTY
- 21.0 PERMITS AND LICENSES
- 22.0 INDEMNITY
- 23.0 PUBLIC RELATIONS
- 24.0 UNION LABOR IF APPLICABLE
- 25.0 RISK OF LOSS OR DAMAGE
- 26.0 NOTICE OR DEMAND

1.0 SCOPE OF GENERAL CONDITIONS

These General Conditions apply to new underground electric facilities and gas trench where the facilities being installed by an Applicant or by an applicant's contractor are for operations by SDG&E.

2.0 DEFINITION OF TERMS

The following terms in these General Conditions shall be applied as follows:

- 2.1 "Agent" - Those persons authorized to act for or represent the Applicant or SDG&E.
- 2.2 "Applicant" - The party or parties contracting with SDG&E for underground facilities and to perform work described in these General Conditions.
- 2.3 "Contract Documents" - The Contracts, Agreements, Specifications, General Conditions, SDG&E Standards, drawings, permits and other papers for the purpose of construction or pertaining to construction of underground electric facilities and gas trench.
- 2.4 "Day or Days" - Normal SDG&E work days (Monday through Friday) unless otherwise specified.
- 2.5 "Excavation" - Trenching, boring, and removal of soil required for the installation of substructures, all necessary backfilling including required imported backfill material and removal of trench spoil, and acceptable surface repair to the local governing authority's specifications.
- 2.6 "Final Acceptance" - SDG&E's acceptance of all work performed by the Applicant includes "as-built" drawings and reconciliation of all material obtained for SDG&E.
- 2.7 "Final Grade" - The grade after paving and landscaping are completed.
- 2.8 "Finish Grade" - The grade shown on plans.
- 2.9 "Improvements"- The requirements of either the governing municipality or SDG&E which will ensure protection for SDG&E facilities and provide verification of finish grade. Improvements include, but are not limited to, curbs, sidewalks, berms, barricades, bridle or pedestrian paths, raised planters or parking lot berms in residential, commercial, manufacturing, or industrial projects, when these improvements are specified adjacent to SDG&E's facilities.
- 2.10 "Inspector" - The SDG&E employee assigned to inspect and accept or reject work on the basis of compliance or lack thereof with the Contract Documents, SDG&E standards, specifications and policies.
- 2.11 "Issued and Released" - When the specifications have been issued to the Construction Department and all related holds (monies, contracts, Right of Ways, etc.) have been removed.
- 2.12 "Landowner" - Public or private entity, or a natural person or persons, whose property is affected in any way by construction performed by Applicant.
- 2.13 "Project Coordinator" - The SDG&E employee assigned to coordinate projects through construction. The Project Coordinator will work with the SDG&E Inspector and Applicant to coordinate the scheduling of SDG&E crews.
- 2.14 "SDG&E" - San Diego' Gas & Electric Company (including its contractors, subcontractors, employees, representatives or agents).
- 2.15 "SDG&E Standards" - SDG&E Gas and Electric Construction Standards, including SDG&E's "Service Guide" (available upon request).

- 2.16 "Specifications" - The construction drawings (including any revisions, supplements or SDG&E approved field changes) furnished to the Applicant detailing the work to be performed.
- 2.17 "Substructures" - Includes, but are not limited to, manholes, handholes, vaults, pads (for transformers, terminators or fuse cabinets), grounding grids and other structures needed to accommodate cables, connections, transformers and appurtenances.
- 2.18 "Vault Book" - SDG&E transformer vault specifications.
- 2.19 "Work" - The performing of all labor and the furnishing and installing of all material and equipment, necessary to accomplish all the duties and obligations imposed by the Contract Documents and Specifications.

3.0 CONTRACT DOCUMENTS

- 3.1 These Contract Documents are mutually binding on all and the Applicant must be thoroughly familiar with them. Technical trade terminology shall retain well known meanings. All Applicant work responsibility and any work reasonably inferred necessary to produce the intended results, shall be supplied by the Applicant. Specified dimensions (except as provided in section 15.0) shall govern. Work not specified shall be performed in the same manner as similar work specified. Specific details take precedence in the manner of construction.

4.0 INSPECTION OF WORK AND INTERPRETATION OF CONTRACT DOCUMENTS

- 4.1 All work and materials shall be of SDG&E approved manufacture class or grade specified in the Contract Documents. It shall be the Applicant's responsibility to thoroughly familiarize all of its Agents with the contents of the Contract Documents and to accurately advise SDG&E of its construction schedule. SDG&E will be represented in the field by an Inspector, and all work and material shall be subject at all times to inspection by the Inspector.
- 4.2 Applicant is required to call the number on the cover sheet for inspection of his work by 2:30 p.m. one workday prior to the date inspection is requested. The Inspector will inspect each completed stage of Applicant's work including: trenching, substructure installation, conduit installation, backfill, compaction, and cabling. As each stage is completed, the Inspector will approve it. If SDG&E crews are needed, they will be dispatched as available after the Inspector has verified that the Applicant has satisfactorily performed his portion of the work.
- 4.3 Any workmanship or material supplied by the Applicant which does not meet the criteria specified in the Contract Documents may be rejected by the Inspector whose decisions shall be final and conclusive. The decision of SDG&E shall be final as to all matters of interpretation of the Contract Documents.
- 4.4 Any workmanship or material rejected by the Inspector shall be replaced by Applicant at Applicant's expense. Inspections and final acceptance shall not relieve the Applicant's obligation to complete the work in accordance with the Contract Documents and SDG&E Standards.

5.0 SDG&E'S RIGHT TO WORK

If the Applicant fails to perform the work in accordance with the standards, within the prescribed time period, or any obligation imposed by the contract documents, SDG&E, except as indicated below, after giving seven days written notice to the Applicant, may take over and finish the Applicant's work or may correct any defects at the Applicant's expense. If SDG&E is unable to collect reimbursement for its cost of work after 30 days from completion of the work, the actual cost may be deducted from Applicant's refundable monies on deposit with SDG&E, or, at its option, SDG&E may recover such cost by claim against the surety on the performance bond furnished by the Applicant.

6.0 SCHEDULING

After receipt of written notification from SDG&E that construction orders have been released and issued, the Applicant shall immediately advise SDG&E of the construction schedule, arrange a pre-construction meeting with the Project Coordinator and verbally confirm the start date two working days in advance of trenching.

- 6.1 All work by Applicant shall be coordinated with SDG&E in a manner that will permit SDG&E or its Agents to perform its work without delay and in an efficient manner throughout the period of construction without being required to reschedule its construction forces after starting the field installation.
- 6.2 The Applicant understands that trenching and backfilling must be coordinated with the installation of facilities such as gas piping and/or equipment by SDG&E. The Applicant shall contact the Project Coordinator to avoid SDG&E construction schedule delays. The Inspector will specify the amount of clear open trench for SDG&E work. Inspector and Construction Crew work will be performed during normal business hours. The Applicant shall continue trenching to allow the project to be completed in an efficient manner. Joint trench agreements with other underground utilities must be approved by SDG&E before the start of construction and coordinated to avoid conflicts between construction forces.
- 6.3 The Applicant should call Underground Service Alert (1-800-277-2600) for mark-out two working days before trenching. The Applicant must locate all existing facilities before construction and protect them throughout the construction period. Gas and electric facilities will not be installed until all wet utilities have been installed and backfilled. Pressurized sprinklers and irrigation lines installed after SDG&E's facilities must maintain the minimum clearances specified in SDG&E Standards.
- 6.4 Applicant shall report to Project Coordinator any damage to any facilities resulting from the construction and shall file a complete written report with SDG&E of the surrounding circumstances within 24-hours of the incident or by the end of the next working day.

7.0 SURVEY AND EASEMENTS

The Applicant shall be responsible for establishing and maintaining alignment and finish grade for SDG&E substructures and trenches throughout the construction of the project. SDG&E will survey, obtain easements and stake trench positions when easements dictate a definite route on private property, or in a dedicated street position.

8.0 PAVEMENT REMOVAL AND REPLACEMENT

- 8.1 Applicant agrees, that when trenching or excavating in paved streets or sidewalks, all cutting, removal and replacement of pavement or concrete shall be performed by methods which meet the requirements of all governmental authorities having jurisdiction.
- 8.2 Applicant agrees that any curtailment or rerouting of traffic necessitated by Applicant's work within streets or sidewalk areas shall be coordinated with all governmental authorities having jurisdiction.

9.0 EXCAVATIONS

- 9.1 Excavations for substructures shall be made to such dimensions and grade lines as are necessary to perform the work shown by Specifications and to a depth that will provide the ground coverage between the top of the conduit entering the substructures and finish grade directed in the appropriate SDG&E Standards. Applicant shall verify in writing that all substructures are set to finish grade prior to backfilling. The Applicant shall maintain finish grade stakes for all four corners of all substructures until final backfill and compaction has been completed and accepted by Inspector. Should any adjustments to substructures be required due to variations in final grade not previously submitted to SDG&E, all costs for adjustments made by SDG&E shall be borne by the Applicant.

- 9.2 Trenches shall be excavated in accordance with location and alignment shown on the **Specifications** and to **provide** minimum width and depth **necessary** to install the **substructures, electric lines or gas pipe as specified** in **SDG&E Standards**.
- 9.3 **Bottom of excavations** and trenches shall be free of rocks, dirt clods and **pockets** and shall be **graded** with a base so that sags will not occur in any conduit or gas pipe **placed** therein as **specified** in **SDG&E Standards**.
- 9.4 Any **excavation** made to an incorrect depth shall be adjusted to the **correct** depth and thoroughly **compacted** by Applicant in **accordance** with the **compaction requirements** of the **Contract Documents**.
- 9.5 **Where excavations** occur in soil, which is, in the opinion of the **Inspector**, unstable and unsuitable for **adequately** supporting the conduit, gas pipe or **substructures, reinforcement** shall be required and constructed to **accommodate** the individual case as **determined** by **SDG&E**.
- 9.6 The Applicant shall not place **excavated** soil **where** it would pose a hazard to **pedestrian or vehicular** traffic or interfere with the installation of **SDG&E facilities**. The **Applicant** is responsible for the **disposal** of all **excess** soil.
- 9.7 If **SDG&E** encounters **hazardous** or toxic **material** while performing **construction** on the **project**, **SDG&E** will halt work immediately, and it will be the Applicant's responsibility to **remove** and or clean up all **hazardous toxic material**. **SDG&E** will have no **liability** or **obligation whatsoever** to clean up, **remove** or **remediate** any hazardous or toxic **materials discovered** during the course of **construction**, unless the **material** were **deposited through** the **negligence** of **SDG&E**.
- 9.8 The location of all **excavation** is subject to **change** as **necessitated** by conflicts, **obstacles**, or field conditions **revealed** by actual **examination during construction** and Applicant **agrees** to pay any additional trenching, excavation, **backfill, compaction, pavement replacement** or other costs required by such **changes in location**.
- 9.9 When **padmount equipment** is to be installed in a **location** which requires equipment barriers or retaining walls, Applicant shall install them in **accordance** with **SDG&E Standards**.
- 9.10 **Retaining** walls may be used as an **acceptable** alternative to **establishment** of proper grade. They shall be **provided** and installed at **Applicant's expense** per **SDG&E Standards**. If retaining walls are required for any **reason** during the warranty **period**, they also shall be provided and installed at **Applicant's expense**.

10.0 INSTALLATION OF CONDUIT

THE FOLLOWING PROVISIONS APPLY TO APPLICANT'S INSTALLATION OF CONDUIT:

- 10.1 Conduits shall be installed in the trench in the alignment shown on the **Specifications** and all **material** used shall be those **specified** in **SDG&E Standards**.
- 10.2 On **approval** of **Inspector**, ground cover may be reduced **where** the **specified** minimum ground cover cannot be obtained in crossing over storm drains, foreign substructures, or other **obstacles**.
- 10.3 **Extreme** care shall be exercised to ensure that foreign matter does not enter the conduits during installation, or at any other time **thereafter**.
- 10.4 When such responsibilities are shown on the **Specifications**, cable pole **conduits** shall be **SDG&E approved** and installed per **SDG&E Standards** unless **otherwise** instructed by the **Inspector**.

- 10.5 Manufactured horizontal bends in the conduit shall be installed according to SDG&E Standards. Should field conditions warrant a lesser radius, the Applicant shall obtain SDG&E approval.
- 10.6 All concrete, unless otherwise permitted by Inspector, shall be ready mixed and shall meet the requirements of SDG&E Standards.
- 10.7 The installation of conduit by Applicant must be coordinated with SDG&E or its Agent to permit the installation of substructures and any conduit which may be installed by SDG&E. After the substructures are placed in position, the conduits shall be terminated in the substructure per SDG&E Standards.
- 10.8 Service conduit stubs shall be extended and marked three feet beyond the substructure or retaining wall according to SDG&E Standards.
- 10.9 Any trench or excavation of 5 feet or more in depth, which will be entered by SDG&E employees, requires spoil to be placed a minimum of 24 inches from edge of excavation. Depths of less than 5 feet require a minimum clearance of 12 inches. Shoring or sloping may be required in depths less than 5 feet and is required for depths 5 feet or more (OSHA).
- 10.10 Gas and electric facilities in conflict with other construction must be shown on plans provided by Applicant, and SDG&E must be notified prior to trenching.
- 10.11 Street light circuits, CATV and telephone positions must be verified by the Applicant with each serving agency and installed to their specifications in addition to SDG&E Specifications.
- 10.12 Each run between substructures, pads, customer's service, risers, etc., shall be one size conduit continuously, i.e., no reducers are allowed except where the conduit enters the substructure or above the ground level on a riser pole. Deviations must be approved by SDG&E.
- 10.13 All plastic conduit shall comply with SDG&E Standards, identified by manufacturer's marking, and be verified that it is an approved conduit. Conduit found to be defective or not on approved supplier's list shall not be acceptable.
- 10.14 Installation of electric conduits with concrete substructures must be coordinated with SDG&E. All conduits shall enter a substructure in a horizontal plane, using bottom set of knockouts first, exception being a 3315, 3316 and 3324 manhole in which part of the job package are pages showing conduit placement to assure correct cable training and connections. Conduits shall be terminated in substructures per SDG&E Standards. Open conduit ends shall be sealed during construction to prevent contamination inside conduit. Conduits must be watertight and mechanically sound at entry point.
- 10.15 Core boring can only be authorized by SDG&E to insure against structural damage. All work must be performed per SDG&E Standards. Conduits used with core boring must be grouted.
- 10.16 Mandreling of conduit must be performed by the installer in the presence of SDG&E Inspector. The conduit installer must provide a 3/16-inch polypropylene pullrope in each conduit. The rope shall be approved by SDG&E and have a minimum average tensile strength of 720 lbs. Pullrope tails of 24 inches shall be secured at each end of the conduit.

11.0 BACKFILL AND COMPACTION

When Applicant's responsibility under the Contract Documents includes base, shading, backfill and compaction, the following provisions apply:

- 11.1 Backfill, base and shading shall be made with materials and by methods which will meet the requirements of all applicable codes, ordinances and SDG&E Standards. It must be approved by SDG&E Inspector.
- 11.2 Compaction shall be performed in accordance with governmental agencies and shall have a minimum of 90% relative compaction.
- 11.3 When gas piping is installed and not energized, shading will be done the same day, if practical, but not later than the following calendar day. Gas mains must be shaded and backfilled before they are energized. Gas services, when energized, must be covered during the same working day. During construction, new service lines must be made safe from normally anticipated hazards. Energized service lines left unattended must have a minimum of 12 inches cover on private property and 18 inches on public property. Completion of the backfill must be made in a timely manner.
- 11.4 Shading between the different levels of jointly used trench must be compacted with reasonable care to prevent damage to the facilities installed and shall be compacted before proceeding with the next utility installation.
- 11.5 Soil filled sacks or redwood timber breakers shall be installed across trenches as required by the Inspector in banks exceeding 25% slope. Water diversion berms shall be cut diagonally across trenches and working strips on banks exceeding 35% slope. The Inspector may require cement slurry backfill on slopes as specified in SDG&E Standards.

12.0 SUBSTRUCTURES

12.1 GENERAL

Unless otherwise specified, all substructures, and related hardware including, but not limited to, frames, covers, barrier posts, ladders, ground rods, ground grids and cable supports shall be provided and installed by the party responsible for installing the substructures and shall comply with SDG&E Standards and SDG&E Vault Books. All of the substructures and related hardware used are to be approved by SDG&E. The above facilities, if applicable, will be installed at locations specified by the Specifications and in a manner prescribed by SDG&E Standards.

12.2 PRIMARY MANHOLES AND VAULTS

The location of conduit entrances or recesses and sumps shall be as shown in SDG&E Standards. Manhole or Vault entrances shall be installed as shown on the specifications. Neck extensions shall be ordered with the manhole or vault and shall be adjusted to permit installation of the cover at final grade.

12.3 PRIMARY HANDHOLES

When Applicant's responsibility under the Contract Documents includes all or a portion of the substructures, Applicant shall adjust the top section and lid to final grade per SDG&E Standards. Conduits entering handholes shall be terminated in accordance with section 10.8.

Where any substructures are to be installed by SDG&E or its contractors and Applicant is responsible for excavation, finish grade must be established to within 3 inches before substructure can be set. The top section and lid shall be adjusted to final grade by SDG&E or its contractor if less than a 3-inch adjustment is required. The developer is responsible for

maintaining the excavations for substructures for a period of five days. If SDG&E has not installed the substructures within the five-day period, SDG&E assumes responsibility for the excavation.

12.4 TRANSFORMER AND EQUIPMENT PADS AND SECONDARY HANDHOLES

Prior to the installation of these facilities, the Applicant must complete the improvements adjacent to these facilities including barrier posts. Proper compaction and final grade must be established by Applicant and inspected by SDG&E for the transformer and equipment pads. Applicant must complete the required excavation for secondary handholes and site preparation for pads.

12.5 COMPLETION OF IMPROVEMENTS

The Applicant must complete improvements (including proper compaction, final grade, excavation and site preparation) adjacent to pads and secondary handholes prior to scheduling SDG&E crews for installation and energizing of facilities. If improvements are to be installed in segments, a minimum of 10 feet of improvements fronting electric facilities is required. Any damaged substructure shall be replaced by the Applicant before the system is energized.

13.0 CABLE INSTALLATIONS

THE FOLLOWING PROVISIONS APPLY TO APPLICANT'S INSTALLATION OF CABLE:

13.1 It shall be Contractor's responsibility to protect the cable and other material furnished by SDG&E against damage. Cable pulling methods shall be subject to the approval of the Project Coordinator. If cable or associated materials are damaged due to Contractor's negligence or faulty equipment, Contractor shall replace damaged section in a manner satisfactory to SDG&E and at no additional cost to SDG&E. All sections of cable that are damaged by the application of grips shall be discarded.

13.2 All cable ends shall be sealed to effectively prevent moisture from entering the cable.

13.3 HANDLING REELS

Inspection Contractor shall inspect each reel upon receipt to determine whether or not visible damage has occurred during transit and/or storage.

Loading and Unloading Reels shall be handled in such manner as to prevent smashing, nicking, cutting or other damage to the cable. When unloading reels from trucks, reels shall not be dropped to the ground or allowed to roll freely down ramps. Cranes or other equipment of adequate capacity shall be utilized, and care shall be taken to avoid damage to the cable or reels.

Final Inspection After removing lagging or other protective covering from reels, Contractor shall examine outside layer of each reel to be sure that the cable is undamaged and that no nails, staples, or other sharp objects which would damage the cable during unreeling protrude on the inside of the reelheads.

Empty Reels Contractor shall return all empty returnable reels prior to completion of the work as instructed by the Project Coordinator. Contractor shall dispose of all empty non-refundable reels.

13.4 SPLICES

Unless **otherwise directed**, **splices** shall be made in **accordance** with **SDG&E Standards**.

The Project **Coordinator** shall be present when all primary splices are **performed**, and shall reject those splices which do not comply with **SDG&E Standards**. Failure to notify the **Project Coordinator** is **justification** for **rejection** of the splices not **performed** in the **Project Coordinator's** presence.

The tools required for splicing the cable shall be furnished by **Contractor** and **approved** by **SDG&E**.

13.5 PROOF TESTING

All **primary** installations shall be **proof-tested** prior to permanent connection to the **distribution system**. The **Project Coordinator** shall be **present** during all **proof testing**. Failure to notify the **Project Coordinator** is **justification** for **rejection** of the tests not performed in the **Project Coordinators** presence.

The devices and methods utilized by **Contractor** for proof testing shall depend upon the circuit configuration and type of **equipment**. **Testing methods** shall be in **accordance** with **approved SDG&E procedures**.

14.0 **SAFEGUARDS**

All **material**, work, traffic control and work areas shall **comply** with all **applicable Federal**, State, and local **safety laws** or rules that are **necessary** to **protect Applicant's** and **SDG&E's employees**, the public, and **workmen** during the time of **construction**. **Applicant** shall take all steps to **protect property adjacent** to the **construction project** from **damage resulting** from work **specified** and **performed** hereunder.

15.0 **CHANGES IN WORK**

Modification of the **Specifications** may be made in writing by **mutual agreement** between the **Applicant** and **SDG&E**. **Requests** for changes shall be directed to **Planner**. Such changes may cause **delays** in **construction** and require an engineering fee and revision to the **Specifications**. **Costs** resulting from work **changes** are the **Applicant's responsibility** under section 20.0. **Minor changes** for **adverse field conditions** may be **approved** in writing at the job site by the **Inspector** to facilitate **construction**.

16.0 **PHASING FOR ENERGIZING** (Applies only when cabling is installed by SDG&E)

When **SDG&E** and the **Applicant** agree **before** the **completion** of final **Specifications**, portions of the underground facilities may be phased **for energizing** before **Final Acceptance** provided the phasing does not delay **completion** of the entire **project**, **SDG&E** retains control of the **energized portion**, and the **energized area** is **compatible** with the **system design** and **SDG&E's safety practices**. Energizing portions of **systems** shall in no way relieve the **Applicant** of any of its duties.

17.0 **DRAWINGS AND PRINTS**

- 17.1 **Applicant** shall at all times maintain a set of the current **Specifications** at the job site, and these will at all times be available for **Inspection** by the **Inspector** who shall have **access** thereto on request. **Applicant** shall maintain at the job site any related **project plans** (e.g. alignment and finish grade of street improvements) approved by the **governmental agencies** having jurisdiction.
- 17.2 Prior to energizing, **Applicant** shall **provide** as-built drawings of facilities installed by the **Applicant** or his contractor per **SDG&E Standards**.

18.0 RELATIONSHIP OF PARTIES

In assuming and performing the obligations of these Contract Documents, Applicant is acting as an independent contractor. Applicant shall assume full responsibility for the ownership, custody, and control of work and facilities to be constructed. All persons employed by Applicant in connection herewith shall be employees of Applicant. SDG&E's inspections, or any suggestions or objections made by SDG&E shall not constitute or be construed as an exercise of management or supervision over the work, nor shall it be construed as acceptance of the work, or any part thereof, as it progresses, nor shall it limit or affect the right of SDG&E to reject any part or all of the work when completed in case the same does not conform to Contract Documents.

19.0 FINAL ACCEPTANCE

Final acceptance by SDG&E will be made when Applicant has provided "as-built" drawings and satisfactorily completed all work and improvements as called for in the Contract Documents including reconciliation of materials. SDG&E shall notify Applicant in writing of final acceptance of the work. Failure or neglect on the part of SDG&E to reject inferior work during the construction period shall not be construed to imply acceptance of such work nor to preclude its right to reject it. Applicant shall be required to correct all defects which become evident at any time prior to final acceptance of Applicant's work by SDG&E. The cost of all such repairs, material, labor, and overheads shall be borne by Applicant. Ownership, custody, and control of the work and facilities shall pass to SDG&E only upon Final Acceptance.

20.0 WARRANTY

The Applicant expressly represents and warrants that all work performed and all materials used are free from defects of workmanship and conform to the Applicant's Contract obligations. This warranty shall commence upon Final Acceptance and end one year from that date. The Applicant shall pay the actual cost to SDG&E for any breach of this warranty corrected by SDG&E (including labor, material and overheads). If SDG&E is unable to collect for the work after 30 days from completion, the actual cost may be deducted from the Applicant's refundable monies on deposit with SDG&E. SDG&E may recover such cost by claim against the surety on the performance bond furnished by the Applicant.

21.0 PERMITS AND LICENSES

The Applicant shall obtain and pay for all permits and licenses required by governing agencies before starting any work. In the event any governmental agency imposes conditions which necessitate any changes in the trench or conduit system shown on the Specifications, the Applicant agrees not to proceed with any work affected by the conditions until SDG&E has completed the necessary redesign of construction drawings and new agreement documents have been signed by SDG&E and the Applicant. New agreements shall be the standard agreements in effect at the time the changes are made.

22.0 INDEMNITY

Applicant will indemnify, defend, hold SDG&E its employees and agents harmless from any and all claims, demands, loss, liability or expense (including attorneys' fees) for injury to or death of any person, or damage to or destruction of any property, in any way resulting from or connected with the performance of the work by Applicant's Contractor, its agents, employees, or subcontractors regardless of the negligence of SDG&E except in those cases where SDG&E has been solely negligent or SDG&E's willful misconduct caused the damage or injury. For purposes of this indemnification, SDG&E's inspections, objections or comments shall NOT be construed as an exercise of management or supervision.

23.0 PUBLIC RELATIONS

The Applicant shall maintain a good public image. Excess soil, litter and debris around the work area shall be removed during construction. Due precaution shall be observed to avoid damage to lawns, trees, shrubs, flowers, fences and other property. All landowners and tenants shall be notified in advance when work interferes with their use of walks, driveways, roadways or entrances. Any disagreements, problems or adverse criticism in connection with the work from area landowners, tenants, the general public or public officials shall be reported promptly to the Project Coordinator.

24.0 UNION LABOR IF APPLICABLE

If for any reason, any work is performed by Applicant upon facilities that are at the time of work by Applicant, owned and maintained by SDG&E, Applicant agrees that such work shall be done in compliance with the terms and conditions of that amended Agreement between SDG&E and Local Union 465, International Brotherhood of Electrical Workers, or such other agreements as may be entered into between the Applicants' Contractor and bonafide unions of international organizations affiliated with the American Federation of Labor and Congress of Industrial Organizations or other bonafide labor organizations.

25.0 RISK OF LOSS OR DAMAGE

The Applicant must take proper care to protect, and avoid any loss or damage to, material and/or equipment furnished by the Applicant or by SDG&E until Final Acceptance. Any damage, injury or loss shall be repaired, corrected or replaced by the Applicant at his sole expense. If the Applicant fails to do so, SDG&E may complete the work and deduct such costs from any amounts due or to become due to Applicant, or SDG&E may, at its option, recover such cost by claim against the surety on the performance bond furnished by Applicant.

26.0 NOTICE OR DEMAND

Any notices or demand which may or must be given by either party to the other hereunder unless otherwise specified shall be made in writing and shall be deemed to have been duly given when delivered by personal service, or 24 hours after it is deposited for mailing at San Diego, California, by certified United States mail, postage prepaid, addressed as follows, or to such other place as the parties may hereafter in writing direct:

TO UTILITY:

San Diego Gas & Electric Company
P.O. Box 1831
San Diego, CA 92112-4150

TO APPLICANT:

Address _____

Attention: _____

Attention: _____

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SAN DIEGO GAS AND ELECTRIC
 UG RULE 20.C CONVERSION - APPENDIX B

PAGE NO 1

WORK ORDER: 2908150 EL NORTE PKY 20C-T/C & CABLE 852621-020-001

A. COST SUMMARY

	BASE	* TAX	TOTAL
1. UTILITY'S ESTIMATED INSTALLED COST OF UNDERGROUND FACILITIES REQUIRED TO REPLACE OVERHEAD	\$ 153545	\$ 0	\$ 153545
2. UTILITY'S ESTIMATED COST OF RELATED OVERHEAD CONSTRUCTION AND REMOVAL OF EXISTING FACILITIES	\$ 12257	\$ 0	\$ 12257

NOTE: UTILITY'S ESTIMATED COST OF RELATED OVERHEAD CONSTRUCTION - SEE OVERHEAD APPENDIX

3. TOTAL ESTIMATED COST OF REQUIRED WORK (LINE A.1 PLUS LINE A.2)	\$ 165802	\$ 0	\$ 165802
4. CREDIT FOR SCRAP/SALVAGE (IF APPLICABLE)	\$ 1272	\$ 0	\$ 1272
5. CREDIT FOR DEPRECIATION (IF APPLICABLE)	\$ 863	\$ 0	\$ 863
6. BILLING - R/W ACQUISITION - BY UTILITY - NON-REFUNDABLE	\$ 0	\$ 0	\$ 0
7. TOTAL COST TO APPLICANT (LINE A.3 LESS LINE A.4 LESS LINE 4.5 PLUS LINE A.6)	\$ 163667	\$ 0	\$ 163667

B. BILLING

1. TOTAL COST TO APPLICANT (LINE A.7)	\$ 163667	\$ 0	\$ 163667
2. ESTIMATED VALUE OF WORK REQUIRED FOR AND PROVIDED BY APPLICANT	\$ 60579	\$ 0	\$ 60579
3. AMOUNT DUE UTILITY (LINE B.1 LESS LINE B.2)	\$ 103088	\$ 0	\$ 103088
4. AMOUNT DUE APPLICANT (LINE B.2 LESS LINE B.1)	\$ 0	\$ 0	\$ 0

C. DIRECT PAYMENTS

1. AMOUNT DUE APPLICANT FOR ADDITIONAL FACILITIES AFTER FINAL ACCEPTANCE OF WORK	\$ 0	\$ 0	\$ 0
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* THE TAX RATE IS 00.0 % ON CAPITAL COST

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SAN DIEGO GAS AND ELECTRIC
 DPSS - OH RULE 20B/C - APPENDIX V

PAGE NO 1

WORK ORDER: 2908151 EL NORTE PKWY 20C RFS

852621-030-001

	BASE	* TAX	TOTAL
A. OVERHEAD CONVERSION COST			
1. BILLING FOR OVERHEAD CONSTRUCTION AND REMOVALS	\$ 12257	0 \$	12257
2. BILLING - R/W ACQUISITION - BY UTILITY - NON-REFUNDABLE	\$ 0	0 \$	0
3. CREDIT FOR SCRAP/SALVAGE (IF APPLICABLE)	\$ 9	0 \$	9
4. CREDIT FOR DEPRECIATION (IF APPLICABLE)	\$ 390	0 \$	390
5. NET COST TO CUSTOMER	\$ 11858	0 \$	11858
B. BILLING - CONSTRUCTION BY UTILITY			
1. AMOUNT DUE UTILITY (LINE A.1 PLUS LINE A.2 LESS LINE A.3 LESS LINE A.4)	\$ 11858	0 \$	11858
2. AMOUNT DUE APPLICANT AFTER FINAL ACCEPTANCE OF WORK (LINE A.3 PLUS LINE A.4 LESS LINE A.1 LESS LINE A.2)	\$ 0	0 \$	0

* THE TAX RATE IS 00.0 % ON CAPITAL COST



Submitted to Applicant by:
Keenon Holmes
SDG&E Work Order(s): 2908150
2908151

AGREEMENT FOR EXTENSION AND CONSTRUCTION OF UNDERGROUND ELECTRIC

PARTIES

This Agreement, dated _____ ("Agreement"), is made and entered into, by and between SAN DIEGO GAS & ELECTRIC COMPANY, a corporation, hereinafter called "Utility," and the applicant whose legal name for purposes of this Agreement is as stated on page 5 of this Agreement, hereinafter called "Applicant".

RECITALS

Whereas, Applicant requests Utility to furnish underground electric service and extension to the premises of land known as El Norte Parkway located at Key Lime & Kalie.

AGREEMENT

Therefore, in consideration of the mutual promises herein, the parties agree as follows:

- 1. GENERAL.** In accordance with California Public Utilities Commission approved Rules 15 and 16, the allocation of work on work order(s), the General Conditions for Underground Electric Distribution, Service Systems Construction and Gas Trench ("Utility's General Conditions and Specifications") and the cost information summarized in Appendix A – Cost Summary all of which are attached hereto and by this reference incorporated herein, Utility and/or Applicant shall construct underground electric extension and service.
- 2. CONTRACT EXPIRATION.** Once Applicant has started to perform the work required by the Contract Documents, Applicant agrees to exercise reasonable diligence in pursuing such work to completion within one year after the date of the Contract Documents. If such work has not been completed within one year after the date of the Contract Documents, Utility shall have the right, upon giving written notice to Applicant, to cancel and terminate the Contract Documents.
- 3. CONTRACT CANCELLATION.** If Utility elects to cancel and terminate the Contract Documents, Utility shall return to Applicant an amount equal to the cash advance made, minus Utility's costs. "Utility's costs" are defined as the actual costs (including but not limited to labor, materials and overhead) incurred by Utility prior to such cancellation and termination in connection with work done in furtherance of Applicant's project, plus the actual costs of removing any of the installed facilities which Utility desires to salvage, minus the salvage value of such facilities. In the event Utility's costs exceed the above cash advance, Applicant agrees to pay Utility a sum equal to the amount by which the Utility's costs exceed the advance. Upon exercise of its right to cancel and terminate and upon payment to Applicant, all of Utility's obligations under the Contract Documents shall

cease. Applicant agrees to indemnify, defend, and hold Utility harmless from and against any and all demands, claims, suits, costs, attorneys' fees, witness fees, liabilities and other expenses, in any way arising from the refunding of any money or other pecuniary advances due to the cancellation of contract, regardless of the cause.

4. **CONTRACT COMPLIANCE.** If, after six (6) months following the date the Utility is first ready to serve residential loads for which allowances were granted, or one (1) year for non-residential loads for which allowances were granted, Applicant fails to take service, or fails to use the service contracted for, Applicant shall pay the Utility an additional Contribution, based on the allowances for the loads actually installed.
5. **EXCESS FACILITIES.** If the loads provided by Applicant result in the Utility installing facilities which are in excess of those needed to serve the actual loads, and the Utility elects to reduce such excess facilities, Applicant shall pay the Utility its estimated total cost to remove, abandon, or replace its excess facilities, less the estimated salvage value of any removed facilities.
6. **EASEMENTS.** Applicant shall, upon Utility's request, execute Utility's standard form easements for the construction, service, presence, maintenance or inspection of Utility's facilities as may be required hereunder.
7. **PAYMENT OPTIONS.** Applicant has the option of advancing a refundable Contribution representing the Utility's total estimated installed cost or a nonrefundable Contribution representing a percentage of the refundable amount, as indicated below and described in the attached Appendix(es).

ELECTRIC Refundable Nonrefundable
GAS Refundable Nonrefundable

8. **REFUNDS.** The total refundable amount shall be subject to refund, without interest, in accordance with the following provisions:
 - a) **Refund Timing.** Refunds will be made within ninety (90) days after the date Applicant becomes eligible for a refund, except that refunds may be accumulated to a \$50 minimum or the total refundable balance, if less than \$50.
 - b) **Residential Refunds.** Refunds will be made on the basis of a new customer's permanent load connecting to the line extension that produces additional revenues to Utility. Such refundable amount will be that amount which is on file at the time the Contract Documents are signed. The refund will be deducted from the total refundable amount, and the remaining amount subject to refund represents that portion of the extension cost not supported by revenues.
 - c) **Non-Residential Refunds.** Refunds will be made on the basis of Applicant's or new customer's permanent load connecting to the line extension which produces additional revenues to Utility. Utility shall be responsible to review Applicant's actual base annual revenue for the first three years from the date Utility is first ready to serve. Applicant shall be responsible for notifying Utility if new, permanent load is added in the fourth through tenth year from the date Utility is first ready to serve. Such review shall determine if additional revenue supports any refunds to Applicant.
 - d) **Applicant Installation.** When the Applicant Installation option is selected, refunds will be made based on the lower of the Utility's estimated refundable costs or the Applicant's Contract Anticipated Costs, as reported to the Utility, for the work performed under the Applicant Installation option.
 - e) **Series of Distribution Line Extensions.** When there is a series of Distribution Line Extensions, commencing with an extension having an outstanding amount

subject to refund, and each Distribution Line Extension is dependent on the previous Distribution Line Extension as a direct source of supply, a series refund will be made. Additional service connections supplied from a Distribution Line Extension on which there is a refundable amount will provide refunds first to the Distribution Line Extension to which they are connected. When the amount subject to refund on a Distribution Line Extension in a series is fully refunded, the excess refundable amount will provide refunds to the Distribution Line Extension having the oldest outstanding amount subject to refund in the series.

- f) **Ownership Charge – Electric.** When any portion of an electric refundable amount has not qualified for a refund at the end of twelve (12) months from the date Utility is first ready to serve, Applicant will pay to Utility an Ownership Charge (stated in Rule 15 Section J) on the remaining refundable balance. The difference between the total refundable advance and any refunds made or eligible to be made to Applicant shall serve as the basis of a monthly Ownership Charge. A monthly Ownership Charge will normally be accumulated and deducted from refunds due to Applicant. This provision does not apply to individual residential Applicants for electric service. Any refundable amount remaining at the end of the ten (10) year period shall become the property of the Utility.
- g) **Ownership Charges – Gas.** When any portion of a gas refundable amount has not qualified for a refund at the end of thirty six (36) months from the date Utility is first ready to serve, Applicant will pay to Utility an Ownership Charge (stated in Rule 15 Section I) on the remaining refundable balance. The difference between the total refundable advance and any refunds made or eligible to be made to Applicant shall serve as the basis of a monthly Ownership Charge. A monthly Ownership Charge will normally be accumulated and deducted from refunds due to Applicant. This provision does not apply to individual residential Applicants for gas service. Any refundable amount remaining at the end of the ten (10) year period shall become the property of the Utility.
9. **ASSIGNMENTS.** This Agreement may be assigned by Applicant only upon the assignee's written acceptance of said assignment, and the prior approval of Utility as evidenced by written endorsement thereon; however, such approval shall not constitute a release of Applicant's obligation hereunder unless expressly so provided in said endorsement. Utility may refuse to accept an assignment of the Contract Documents unless executed on form furnished and approved by Utility.
10. **COMMISSION CHANGES.** Applicant shall be governed by Utility's applicable Rates and Rules on file with the California Public Utilities Commission, which Rates and Rules are made a part hereof by reference, and a copy of which will be furnished to Applicant on request. This Agreement shall at all times be subject to such changes or modifications as said Commission may, from time to time, direct in the exercise of its jurisdiction.
11. **ELECTRIC OVERHEAD CONSTRUCTION RESPONSIBILITIES.** Utility is responsible for the installation of distribution poles, cross-arms, wires, transformers, and other related distribution equipment required to complete the extension and service, as delineated in the work order mentioned therein.
12. **ELECTRIC UNDERGROUND CONSTRUCTION RESPONSIBILITIES.** Applicant shall perform at its expense all trenching, excavation, backfilling and compaction, including furnishing any imported backfill material required, and will furnish and install all distribution and feeder conduit and substructures required, all in accordance with Utility's General Conditions and Specifications, attached hereto and made a part hereof by this reference. Utility is responsible for the installation of distribution cable, connections, transformers, and other related distribution equipment required to complete the extension and service.

Upon Utility's final acceptance of said installation in accordance with the referenced Utility's General Conditions and Specifications, Applicant hereby grants, sells and conveys to Utility all its rights, title and interest in and to all materials installed. Once the extension receives final acceptance, Utility agrees to own, operate and maintain such extension and service.

13. **GAS CONSTRUCTION RESPONSIBILITIES.** Utility is responsible for the installation of distribution main, valves, regulators, and other related distribution equipment required to complete the extension, including all necessary trenching/excavation, backfilling and compaction, and any imported backfill material required, as delineated in the Work Order(s) mentioned herein.

Where mutually agreed upon by Utility and Applicant, Applicant shall have the option of performing all excavation, backfilling and compaction, including furnishing any imported backfill material, and substructures required, all in accordance with Utility's General Conditions and Specifications, attached hereto and made part hereof by this reference. Utility shall reimburse Applicant, Utility's estimated installed cost of such facilities and work, by applying a credit toward Applicant's advance. Any amount not so credited shall be reimbursed to Applicant upon final acceptance of said work and facilities by Utility.

14. **APPLICANT INSTALLATION OPTION.** Where the Applicant Installation option is selected, the Applicant shall use qualified contractors to install that portion of the new electric/gas extension and service normally the responsibility of the Utility. Such installation shall be in accordance with the Utility's design and General Conditions and Specifications, attached hereto and made a part hereof by this reference.

The Contract Documents reflects the lower of the Utility's estimated refundable costs or the Applicant's Contract Anticipated Costs for the work normally the responsibility of the Utility, unless the Applicant has declined to provide these costs. The Applicant certifies that any cost reported to the Utility for the execution of this contract is true and accurate to the knowledge of the Applicant.

15. **BETTERMENT.** Where mutually agreed upon by Utility and Applicant, Applicant shall perform additional work to install additional electric/gas facilities in accordance with Utility's specifications, timing, and applicable tariffs. Utility shall reimburse Applicant, Utility's estimated installed cost of such additional electric/gas facilities and work, by applying a credit toward Applicant's advance. Any amount not so credited shall be reimbursed to Applicant upon final acceptance of the additional facilities and work by Utility.

16. **AUTHORIZED SIGNATURE.** If Applicant is a corporation, partnership, joint venture or a group of individuals, the subscriber hereto represents that he has the authority to bind said corporation, partners, joint venture or individuals as the case may be.

17. **EFFECTIVE DATE.** The Contract Documents shall become effective only upon the date signed by the authorized Utility representative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for and on behalf of each, by their duly authorized agents, partners, or corporate officers.

APPLICANT:

Applicant Mailing Address:

Telephone: _____

Date: _____

SAN DIEGO GAS & ELECTRIC COMPANY,
a corporation

By: _____
(Authorized Signature)

Name: _____
(Please Print or Type)

Title: _____

By: _____
(Authorized Individual-Utility)

Date Executed: _____

By: _____
(Authorized Signature)

Name: _____
(Please Print or Type)

Title: _____

Type of Customer (For SDG&E Use Only)

Residential Non-Residential

Individual Subdiv/Dev.

WORK ORDER: 2908150 EL NORTE PKY 20C-T/C & CABLE 852621-020-003

A. REFUNDABLE UNDERGROUND EXTENSION COST

	BASE	* TAX	TOTAL
1. ESTIMATED INSTALLED COST OF EXTENSION (PROJECT SPECIFIC ESTIMATE)	\$ 13385	\$ 3014	\$ 16399
2. ESTIMATED VALUE OF SUBSTRUCTURES REQUIRED FOR AND PROVIDED BY APPLICANT	\$ 456	\$ 109	\$ 565
3. ESTIMATED VALUE OF REQUIRED SUBSTRUCTURES PROVIDED BY UTILITY	\$ 0	\$ 0	\$ 0
4. RELATED OVERHEAD COSTS - CABLE POLE RELATED	\$ 0	\$ 0	\$ 0
5. RELATED OVERHEAD COSTS - NON-CABLE POLE RELATED	\$ 0	\$ 0	\$ 0
6. RELATED OVERHEAD COST - LINE EXTENSIONS	\$ 0	\$ 0	\$ 0
7. CREDIT FOR SCRAP/SALVAGE (IF APPLICABLE) (INCLUDING OH WRK TYPs)	\$ 0	\$ 0	\$ 0
8. CREDIT FOR DEPRECIATION (IF APPLICABLE) (INCLUDING OH WRK TYPs)	\$ 0	\$ 0	\$ 0
9. SUBTOTAL (SUM OF LINE A.1 THROUGH A.6 LESS LINE A.7 LESS LINE A.8)	\$ 13841	\$ 3123	\$ 16964
10. EXTENSION ALLOWANCE (NOT TO EXCEED LINE A.9)	\$ 0	\$ 0	\$ 0
11. AMOUNT SUBJECT TO FUTURE REFUND (LINE A.9 LESS LINE A.10)	\$ 13841	\$ 3123	\$ 16964

B. OTHER-COSTS

1. TAX ON ESTIMATED VALUE OF TRENCH AND CONDUIT BY APPLICANT	\$	\$ 1258	\$ 1258
2. BILLING FOR REQUIRED TRENCH AND CONDUIT WORK BY UTILITY	\$ 354	\$ 85	\$ 439
3. BILLING - R/W ACQUISITION - BY UTILITY - NON-REFUNDABLE (INCLUDING OH WRK TYPs)	\$ 0	\$ 0	\$ 0
4. CREDIT FOR REQUIRED SUBSTRUCTURES BY APPLICANT (LINE A.2)	\$ 456	\$	\$ 456
5. VALUE OF ADDITIONAL FACILITIES PROVIDED AND INSTALLED BY APPLICANT	\$ 0	\$	\$ 0

C. ADVANCE - OPTION #1 - REFUNDABLE OPTION

1. AMOUNT DUE UTILITY (LINE A.11 PLUS LINE B.1 PLUSLINE B.2 PLUS LINE B.3 LESS LINE B.4 LESS LINE B.5)
2. AMOUNT DUE APPLICANT (LINE B.4 PLUS LINE B.5 LESS LINE A.11 LESS LINE B.1 LESS LINE B.2 LESS LINE B.3)
3. AMOUNT SUBJECT TO FUTURE REFUND (LINE A.11)

SAN DIEGO GAS AND ELECTRIC
UG RULE 15 - APPENDIX C

DP003DPS-REMOT30-001
02/01/19 16:08

852621-020-003

WORK ORDER: 2908150 EL NORTE PKY 20C-T/C & CABLE

D. ADVANCE - OPTION #2 - NON-REFUNDABLE DISCOUNT OPTION

- 1. NON-REFUNDABLE DISCOUNT OPTION PAYMENT (LINE A.11 X50%)
- 2. AMOUNT DUE UTILITY (LINE D.1 PLUS LINE B.1 PLUS LINE B.2 PLUS LINE B.3 LESS LINE B.4 LESS LINE B.5)
- 3. AMOUNT DUE APPLICANT (LINE B.4 PLUS LINE B.5 LESS LINE D.1 LESS LINE B.1 LESS LINE B.2 LESS LINE B.3)

	BASE	* TAX	TOTAL
1.	\$ 6921	\$ 1561	\$ 8482
2.	\$ 6819	\$ 2904	\$ 9723
3.	\$ 0	\$ 0	\$ 0

* THE TAX RATE IS 24.0 % ON CAPITAL COST

AGREEMENT FOR EXTENSION & CONSTRUCTION OF ELECTRIC & GAS FACILITIES

APPENDIX A - EXTENSION CONTRACT COST SUMMARY FOR PROJECT 852621

FOLLOWING IS A SUMMARY OF THE PROJECT COST, ALLOWANCES, REFUNDABLE AMOUNTS, AND DIRECT PAYMENTS ASSOCIATED WITH THE GAS AND ELECTRIC INSTALLATIONS COVERED BY THE ENCLOSED EXTENSION CONTRACTS FOR THIS PROJECT. YOU MAY HAVE ADDITIONAL COSTS SUMMARIZED ELSEWHERE.

APPENDICES	AMOUNT DUE APPLICANT*	AMOUNT SUBJECT TO FUTURE REFUND**	AMOUNT DUE UTILITY***
RULE 15 ELECTRIC OVERHEAD LINE EXTENSION			
RULE 15 ELECTRIC UNDERGROUND LINE EXTENSION	\$0	\$0	\$9723
RULE 15 GAS MAIN EXTENSION			
RULE 16 ELECTRIC SERVICE INSTALLATION			
RULE 16 GAS SERVICE INSTALLATION			
ELECTRIC STREET LIGHTING INSTALLATION			
ELECTRIC STREET LIGHT SERVICE POINT			
TOTAL	\$0	\$0	\$9723
ALL COSTS CONTAINED IN THE SUMMARY ABOVE INCLUDE AN INCOME TAX COMPONENT OF CONTRIBUTION (ITCC)			

* AMOUNT DUE APPLICANT WILL BE MADE AFTER FINAL ACCEPTANCE OF WORK BY UTILITY
 ** FUTURE REFUNDS WILL BE MADE IN ACCORDANCE WITH THE REFUND PROVISIONS IN RULE 15
 *** CONSTRUCTION WILL COMMENCE ONLY AFTER RECEIPT OF SIGNED AGREEMENTS, CUSTOMER PAYMENT, AND ANY OTHER SPECIFIED PROJECT REQUIREMENTS

NOTE: PLEASE SEE ATTACHED APPENDICES FOR A DETAILED ACCOUNTING OF THE COSTS ASSOCIATED WITH EACH OF THE ABOVE INSTALLATIONS. PLEASE ALSO SEE THE ENCLOSED COST LETTER FOR ANY ADDITIONAL COSTS FOR THIS PROJECT.

ALLOWANCES GRANTED TO CUSTOMER

ELECTRIC RESIDENTIAL ALLOWANCES (0 UNITS X \$ 0 / PER UNIT)	\$0
ELECTRIC NON-RESIDENTIAL ALLOWANCES	\$0
GAS RESIDENTIAL ALLOWANCES (0 UNITS X \$ 0 / PER UNIT)	\$0
(LOAD: - HEAT - WATER HEAT - RANGE - DRYER)	
GAS NON-RESIDENTIAL ALLOWANCES	\$0
TOTAL ALLOWANCES GRANTED TO CUSTOMER	\$0

CITY COUNCIL STAFF REPORT

Consent Item No. 5

April 10, 2019

File No. 0600-95

SUBJECT: Adoption of the Fiscal Year 2019/20 Road Maintenance and Rehabilitation Account Project List

DEPARTMENT: Engineering Services Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-54 approving the list of streets proposed to be completed with Fiscal Year (FY) 2019/20 Road Maintenance and Rehabilitation Account (RMRA) funding.

FISCAL ANALYSIS:

There is no fiscal impact associated with this action. The City of Escondido ("City") is required to submit a City Council approved Project List in order to receive RMRA funding for use on approved projects. Approved streets will be included in the 2019 Street Rehabilitation and Maintenance project, and staff will request approval of project funding from the City Council at that time.

BACKGROUND:

On April 28, 2017, the Governor signed Senate Bill (SB) 1, known as the Road Repair and Accountability Act of 2017. Prior to May 1 of each year, the City is required to provide the California Transportation Commission (CTC) the draft list of projects, project locations, and the type of work proposed for RMRA funding. RMRA funding is proposed to be used for resurfacing streets as a part of the City's Annual Street Resurfacing Project. The proposed list of streets is included as Exhibit "A" of Resolution No. 2019-54. The City may modify the list of streets. Any modifications will be reported to the CTC after the City Council authorizes the Notice of Completion for the 2019 Street Maintenance and Rehabilitation Project.

The City's Annual Street Resurfacing Project focuses on residential street resurfacing within one (1) of eight (8) zones per year. The rotation between zones was established based on the lowest average Pavement Condition Index (PCI). Since the program began in 2014, four (4) zones have been treated. Based on average PCI, the zone of focus for 2019 is the west area, located south of the 78 Freeway, and west of Interstate 15. The list of streets includes several streets within this year's zone, including portions of 11th Avenue, Avenida del Diablo, Del Dios Road, Enterprise Street, Eucalyptus Avenue, and Hale Avenue. In addition to residential streets within the West Zone, resurfacing of collector and major streets are anticipated throughout the City based on condition.

2019 Road Maintenance Rehabilitation Account (RMRA) Project List
April 10, 2019
Page 2

The final list of streets to be resurfaced will be determined based on bids received late this summer for the 2019 Street Maintenance and Rehabilitation Project.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services
4/4/2019 10:02 a.m.

ATTACHMENTS:

1. Resolution No. 2019-54
2. Resolution No. 2019-54 Exhibit "A" 2019 Road Maintenance Rehabilitation Account (RMRA) Project List

RESOLUTION NO. 2019-54

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA
ADOPTING FISCAL YEAR 2019-20 ROAD
MAINTENANCE AND REHABILITATION
("RMRA") ACCOUNT PROJECT LIST

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Escondido are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Escondido must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Escondido will receive an estimated \$2,589,800 in RMRA funding in Fiscal Year 2019-20 from SB 1; and

WHEREAS, this is the third year in which the City of Escondido is receiving SB 1 funding and will enable the City of Escondido to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging street improvements, providing bike lane facilities, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Escondido has undergone an extensive process to review each City street, create and prioritize eight maintenance zones within the City, and use submitted input from the community to ensure the community's transportation priorities are being addressed; and

WHEREAS, the City of Escondido utilized a Pavement Management System to develop the SB 1 project list to ensure revenues are being used to treat the highest-priority streets applying a cost-effective Maintenance Zone approach for residential street rehabilitation and maintenance projects that meet the City's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Escondido complete annual street rehabilitation and maintenance of multiple streets/roads throughout the City this year and complete similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City of Escondido's streets and roads are in "fair/at-risk" condition and this revenue will help us increase the overall Pavement Condition Index (PCI) of our road system, and over the next decade will bring our streets and roads into a "good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on safety, accessibility, bike facilities, maintenance, and upgraded signal facilities by investing in our streets infrastructure, and using available technology, materials and practices, will have significant and positive co-benefits statewide.

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 approves the adoption of the Fiscal Year 2019/20 Road Maintenance and Rehabilitation (“RMRA”) Account Project List to be completed with Fiscal Year 2019/20 RMRA revenues as shown in Exhibit “A”, which is attached to this Resolution and incorporated by this reference.

Road Maintenance and Rehabilitation Account (RMRA)

FY 19/20 Project List

2019 Street Rehabilitation and Maintenance Project

The City has elected to use Road Maintenance and Rehabilitation Account (RMRA) funding on this project. This annual project rehabilitates street and sidewalk areas that are in the poorest condition within the City. A majority of this project will take place in the western part of the City. As part of this project RMRA funds will be used to remove and replace pavement in very poor condition along the following streets:

Collector and Above Classified Streets

11th Avenue from Hale Avenue to Del Dios Road
11th Avenue from Alhudson Drive to Bernardo Avenue
Avenida Del Diablo from Del Dios Road to Citracado Parkway
Avenida Del Diablo from Citracado Parkway to End W
Del Dios Road from 11th Avenue to Avenida Del Diablo
Enterprise Street from Mission Road to Auto Park Way
Enterprise Street from Auto Park Way to End S
Eucalyptus Avenue from Buckskin Drive to Via Rancho Parkway
Eucalyptus Avenue from Gamble Lane to Hamilton Lane
Hale Avenue from Harmony Grove Road to Avenida Del Diablo

Residential Streets

Aero Way from Auto Park Way to Don Lee Place
Aldergrove Avenue from Andreasen Drive to End
Alhudson Drive from 11th Avenue to Towell Lane
Alpine Way from Auto Park Way to Don Lee Place
Amethyst Way from Chardonney Way and End
Briargate Place from Hamilton Avenue to End
Buckskin Drive from Eucalyptus Avenue to Mandeville Drive
Cambria Place from Eucalyptus Avenue to End
Candlelight Avenue from Scenic Drive to Candlelight Glen
Canyon Oak Place from Oak View Way to End
Chardonney Way from Live Oak Road to Live Oak Road
Claudan Road from Valley Parkway to Vista Lago Terrace

Continental Lane from Hamilton Avenue to End
Cortina Circle from Mandeville Drive to Eucalyptus Avenue
Dexter Place from Bernardo Avenue to End
Don Lee Place from Auto Park Way to Alpine Way
Fleetwood Street from Autumn Woods Place to End
Glade Lane from Eucalyptus Avenue to End
Industrial Avenue from Hale Avenue to Market Place
Mandeville Place from Stoneridge Circle to End
Mountain Heights Drive from Bernardo Avenue to Sunrise Way
Oak View Way from Amethyst Way to Kauana Loa Drive
Opper Street from Meyers Avenue to End
Orange Avenue from Hamilton Lane to City Limits
Orinda Place from Cortina Circle to End
Pauma Place from Industrial Avenue to End
Ridgecrest Place from Hamilton Lane to End
Ritter Place from Dexter Place to End
Scenic Drive from Del Dios Road to End
Shalimar Place from Eucalyptus Avenue to End
Simeon Place from Acker Way to End
Simpson Way from Hale Avenue to Venture Street
State Place from Simpson Way to End
Sterling Court from Superior Street to Venture Street
Stoneridge Circle from Mandeville Place to Eucalyptus Avenue
Superior Street from Simpson Way to Sterling Court
Tanglewood Lane from 11th Avenue to End
Tanglewood Lane from 9th Avenue to End
Towell Lane from Alhudson Drive to End
Ventana Drive from Eucalyptus Avenue to Monterey Drive
Venture Street from Auto Park Way to Sterling Court
Vermel Avenue from Avenida Del Diablo to End
Vermel Avenue from Valley Parkway to Fleetwood Street
Vinewood Street from Aldergrove Avenue to Wineridge Place
Vinewood Street from Auto Park Way to Industrial Avenue
Warpaint Place from 11th Avenue to End

These segments of roadway were selected because of the high volumes of daily traffic, isolated elements in need of repair, or the average pavement condition for these streets is well below the City's program goals.

The City anticipates starting this project in 2019 and completing the project before the end of Fiscal Year 19/20.

Work completed as part of this project has an Estimated Useful Life between 7 and 15 years for the various treatments, with the potential to exceed that timeline with properly scheduled maintenance.

CITY COUNCIL STAFF REPORT

Consent Item No. 6

April 10, 2019

File No. 0600-10, A-3296

SUBJECT: Valiano Project Sewer Flow Agreement

DEPARTMENT: Utilities Department, Wastewater Division

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-60, authorizing the Mayor and the City Clerk to execute a Sewer Flow Agreement with The Eden Hills Project Owner, LLC; The EHF Owner, LLC; The EHH Owner, LLC; and The EHA Owner, LLC (collectively the "Property Owner") for the City of Escondido's (City) acceptance of sewer flow from a 326 single-family residential development project (the "Valiano Project") within the City's sphere of influence.

FISCAL ANALYSIS:

The approval of the Sewer Flow Agreement will result in the construction of an upgraded sewer lift station and a permanent wet weather storage facility for the City, resulting in operational savings and a net of approximately \$1.7 million in sewer connection fees.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Council's Action Plan regarding Economic Development.

PREVIOUS ACTION:

On December 9, 2015, the City Council adopted Resolution No. 2015-209 approving a Sewer Facilities Development Memorandum of Understanding, which requires the construction of an upgraded sewer lift station, the construction and dedication of a wet weather storage facility, and the payment of sewer fees to the City ("MOU")

In addition, the adoption of Resolution No. 2015-209 on December 9, 2015, by the City Council, also approved a Traffic Mitigation Funding Agreement, which identified certain obligations to mitigate traffic impacts of the project and provided the City with a one-time fair share contribution of \$250,000 for eventual completion of Citracado Parkway.

BACKGROUND:

The Valiano Project is located on 239 acres just outside of the city limits, but within Escondido's sphere of influence. The project is not contiguous to the city's boundaries. The project was approved

by the San Diego County Board of Supervisors in July of 2018. The City of Escondido has no land use approval authority for this development project.

The City previously entered into the MOU, which requires the developer to reconstruct Sewer Lift Station No. 12, install new gravity and force mains, and provide a 5.5 million gallon wet weather storage facility that would serve the development as well as the City. In addition, the developer would pay \$2,445,000 in sewer connection fees. The City would credit up to \$750,000 to the developer for costs incurred in the development of the sewer facilities improvements, leaving the City with a minimum of nearly \$1.7 million for future sewer capacity projects. The developer would also reimburse the City for its review of plans and the costs of inspection of the various sewer projects.

The MOU only becomes effective if the County of San Diego approves the development project, and if the City and County are able to enter into a sewer service agreement. Recently, it has become clear that the County does not wish to exercise jurisdiction over the sewer services in this area. The Property Owner believes that an agreement through which the City would provide service directly would be the most expedient way to provide service to the Valiano Project.

The proposed Sewer Flow Agreement would authorize the City's provision of wastewater collection and treatment services to the Valiano Project directly, subject to the San Diego County Local Agency Formation Commission's ("LAFCO") approval and in anticipation of a future annexation. The Sewer Flow Agreement is unique. The City has not provided wastewater service outside the City at this scale previously, except through an interagency agreement (e.g. the agreement with the City of San Diego for treatment of Rancho Bernardo wastewater).

The Property Owner would pay the usual wastewater connection charges (\$7,500 per unit, for a total of \$2,445,000, not including credits) and future homeowners would be wastewater customers of the City of Escondido. Revenues from these customers would fund the cost of treatment and maintenance of the wastewater collection system outside the city limits. The Sewer Flow Agreement also provides for an irrevocable offer of annexation that provides the City with the option of annexing the Valiano Project in the future.

Emergency storage is needed to ensure that increased flows during a storm can be temporarily stored if the flow exceeds the capacity of the wastewater outfall. Rather than discharging excess flows after treatment through the outfall, and potentially overwhelming the outfall, the water would be treated to a recycled water standard and temporarily stored in the emergency storage basin. The emergency storage associated with the Valiano Project and other planned projects will bring the City's total emergency storage volume to 15.5 million gallons. This storage, along with capital improvement projects like the Membrane Filtration and Reverse Osmosis (MFRO) Facility and recycled water lines, will help the City meet its long-term goals for wastewater treatment and reuse. The basins to be provided by the proposed Valiano Project, while not completely satisfying the City's need for emergency storage, will help the City avoid some of the cost of land acquisition and construction of similar basins within the recycled water system.

Replacing Sewer Lift Station No. 12 will not only provide the City with a new lift station, but it will also relocate the lift station and force main. The existing force main is in a right-of-way that is difficult to access, in part because it traverses several residential yards. Relocating the force main will improve the efficiency of access and reduce the cost of maintenance.

Although the existing MOU provides many of the same benefits to the City, the proposed Sewer Flow Agreement provides for a more direct and cost-effective way forward for wastewater service to the Valiano development, and increases the probability that the benefits are realized.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Christopher W. McKinney, Director of Utilities
4/4/2019 9:09 a.m.

ATTACHMENTS:

1. Resolution No. 2019-60
2. Resolution No. 2019-60 Exhibit "A" Sewer Flow Agreement

RESOLUTION NO. 2019-60

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 SEWER FLOW AGREEMENT FOR
THE VALIANO PROJECT

WHEREAS, The Eden Hills Project Owner, LLC, The EHF Owner, LLC, The EHH Owner, LLC, and The EHA Owner, LLC (collectively the "Property Owner") owns a 326 single family residential development project (the "Valiano Project") outside of the City of Escondido's ("City) limits; and

WHEREAS, the Valiano Project is within the City's sphere of influence; and

WHEREAS, the Valiano Project requires a method to treat wastewater generated by the project and the Property Owner has identified the City of Escondido as its preferred method; and

WHEREAS, it is requested that the City extend sewer service to the Valiano Project outside of the City's limits in anticipation of future annexation; and

WHEREAS, the Sewer Flow Agreement identifies the requirements of the Property Owner regarding the sewer system upgrades and fees; and

WHEREAS, the Sewer Flow Agreement is contingent on approval by the San Diego County Local Agency Formation Commission of the extension of sewer service to the Valiano Project; and

WHEREAS, it is the best interest of the City to enter into the Sewer Flow Agreement with the Property Owner.

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 authorize the Mayor and City Clerk to executive a Sewer Flow Agreement (“Agreement”) with the Property Owner. A copy of the Agreement is attached as Exhibit “A” to this Resolution and is incorporated by this reference.



Sewer Flow Agreement

Agreement for the Acceptance of Sewer Flow from
Valiano Project to the City of Escondido.

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AGREEMENT FOR THE ACCEPTANCE OF SEWER FLOW

RECITALS

WHEREAS, the City of Escondido ("City") owns and operates a sewage treatment disposal and reuse system; and

WHEREAS, The Eden Hills Project Owner, LLC, The EHF Owner, LLC, The EHH Owner, LLC, and The EHA Owner, LLC (collectively the "Property Owner") owns a residential development known as "Valiano Project" (the "Property" as defined hereinbelow) located within the City's sphere-of-influence as determined by the San Diego County Local Agency Formation Commission ("LAFCO").

WHEREAS, the City and Property Owner agree that in this particular case it is in the best interests of the current and future residents of the City to enter into an agreement for acceptance of sewage flows to provide more efficient and cost-effective service to customers within the jurisdictions of the County but not within an area where either the County or a special district provides wastewater/sewer service; and

WHEREAS, a portion of the Property lies near the City sewage collection system; and

WHEREAS, the Property Owner wishes to receive sewer service from the City in anticipation of future annexation.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Property Owner agree that the terms and conditions of this Agreement created pursuant hereto are as follows:

Section 1 Definition of Terms

The following words in this Agreement shall have the significance attached to them in this Section unless otherwise apparent from their context.

- 1.1 Agreement. Agreement means this Agreement for the Acceptance of Sewer Flow from Valiano Project to the City of Escondido.
- 1.2 City. The City means the City of Escondido, a California general law City.
- 1.3 County. The County means the County of San Diego, a California charter county.
- 1.4 Director. Director means the City's Director of Utilities.
- 1.5 Effective Date. Effective Date means the date this Agreement is countersigned by the Mayor of the City.

- 1.6 Force Majeure Event. Force Majeure Event means a cause or causes beyond a Party's reasonable control including, but not limited to, acts of God, fires, floods, earthquakes, natural disasters, terrorism, strikes, blackouts, war, restraints of government, or other like causes any one of which makes performance hereunder commercially impracticable.
- 1.7 MOU. MOU means the Memorandum of Understanding entered into between the City and The Eden Hills Project Owner, LLC, on December 28, 2015 with certain requirements and obligations that are hereby incorporated fully into this Agreement unless otherwise expressly changed herein.
- 1.8 Party. City or Property Owner may be referred to individually as Party or collectively as Parties.
- 1.9 Property. Property means the real property currently identified as the Valiano Project and as more fully described in Exhibit "A", and as that real property may be subdivided from time to time.
- 1.10 Property Owner. Property Owner has the meaning ascribed to such term in the second recital and shall include its successors and assigns in the Property.
- 1.11 Sewer System. Sewer System means the sewer system serving the Property to be owned and maintained by the City in accordance with the policies and procedures of the City and as accepted by the Director in writing. This includes the wastewater improvements as provided in Section 5.

Section 2 Acceptance of Sewage

- 2.1 Public Services. This Agreement is for the provision of public services not being provided by County or any other sewer service provider in anticipation of a future annexation to the City. Property Owner agrees to deliver sewage to the City, and the City agrees to accept said sewage, subject to the terms and conditions contained in this Agreement.
- 2.2 Easements and Dedications. Property Owner shall provide and dedicate any and all necessary easements to the City to effectuate the City's ownership of the Sewer System as determined by the City.
- 2.3 Service Interruptions. The Parties acknowledge and agree that the sewer services anticipated by this Agreement may at times be precluded or reduced for reasons beyond the reasonable or immediate control of the City. The Parties agree that the City shall not be responsible or liable for any damage, harm, or economic loss suffered by Property homeowners due to any interruption, reduction or cessation in acceptance of sewage under this Agreement due to Force Majeure Events, or that are necessary as determined in the sole discretion of the Director because of maintenance or operational imperatives or needs.

2.4 LAFCO Approval. This Agreement is contingent on approval of the provision of service by the San Diego Local Agency Formation Commission (LAFCO) such that if LAFCO does not approve this Agreement, it shall be null and void, with the exception of the reimbursement required under Section 3.4.

2.5 CC&Rs. Property Owner shall ensure that any obligations under this Agreement are included as obligations for the Property Owner or any subsequent owner. Property Owner shall ensure that any necessary documents to obligate any subsequent property owner to perform any obligations under this Agreement are recorded on the Property, which includes but is not limited to, CC&Rs as part of the establishment of a homeowner's association. Any amendment of the CC&Rs relating to this Agreement shall be subject to approval by the City.

Section 3 Charges and Fees

3.1 Capacity charges. Property Owner shall pay City capacity charges of \$7,500 per dwelling unit. City shall reserve sufficient capacity to accept 215 GPM of effluent flow from the Property.

3.2 Recurring charges. Upon commencement of sewer service, Property Owner, and upon sale to individual homeowners, individual homeowners, shall pay the City all sewer charges based on the most current resolution establishing user fees for the City of Escondido at the time the charge is due per applicable City of Escondido policy. The Property will receive water service from the Rincon del Diablo Municipal Water District ("Rincon"). Meter readings will be provided to the City by Rincon for water meters serving the Property. The readings for the Property will be provided via the same mechanism that all other meter readings are provided to the City, which is bi-monthly. The City will apply its applicable sewer rates to the water use at the Property as described in the Utility Rates and Fees schedule in effect at the time of billing.

3.3 Payments. All recurring charges shall be payable in the same manner and due upon the same terms and conditions as other comparable ratepayers.

3.4 Reimbursement. The Property Owner shall reimburse the City \$25,000 expended in reviewing the various terms and conditions of the MOU and this Agreement within thirty (30) days of this Agreement. The reimbursement for the City's costs of overseeing and inspecting the construction work under the MOU shall continue as provided in the MOU.

Section 4 Maintenance

4.1 Generally. The Property Owner shall be responsible for maintaining private laterals and other private improvements serving the Sewer System in a state of repair that will prevent excessive infiltration and inflow from entering downstream sewers as determined by the City in its sole discretion.

Section 5 Wastewater Improvements

- 5.1 Generally. The Property Owner has agreed, by MOU with the City, to provide certain improvements and ensure certain obligations are recorded in the CC&Rs and are passed on to the Homeowner's Association for maintenance and responsibility. The MOU is hereby incorporated as if fully set forth herein, and the improvements and obligations shall be conditions precedent to the City's obligations under this Agreement.
- 5.2 Replacement and Relocated Facilities. The Property Owner has agreed to replace and relocate the City's Sewer Pump Station No. 12 and construct a new sewer pump station, gravity main, and force main in accordance with City design standards at the time of installation and warranty the improvement for a period of at least one year. These improvements shall be the subject of a public improvement agreement, in a form approved by the City, and security shall be provided in accordance with regular City procedures. Upon completion, the new pump station, gravity main, and force main must be dedicated to the City.
- 5.3 Wet Weather Storage Wastewater Flows. The Property Owner has agreed to provide the City with a wet weather storage facility site within the Valiano Project site for the temporary storage of Title 22 recycled water during peak wet weather storm events. The Valiano Project has agreed to dedicate up to 2 acres for a capacity of 5,500,000 gallons for a wet weather storage facility, and the location of the proposed wet weather storage facility is generally depicted as Lot Q on Exhibit "B" hereto.
- 5.4 Recycled Water. The Property Owner will plan, design and construct a recycled water distribution system in accordance with the requirements of the City and Rincon. Through the use of open space, the Valiano Project will provide approximately 36 acres of permanent recycled water irrigation and 31 acres of continuing agricultural irrigation, which is planned to provide an opportunity for treated effluent disposal of wastewater on an average annual basis, and is programmed to reduce impacts on the City's wastewater system occurring from land and ocean outfall on an average annual basis. Peak irrigation demands will be supplemented by the Plant and any system-wide storage available or dedicated to reclaimed water.

Section 6 Discharge Standards

- 6.1 Generally. All transferred sewage flows from the Valiano Project shall comply with the City's established standards and limitations, as may be changed from time to time, for the quality of the sewer flows. In addition, all transferred sewage flows shall meet applicable federal, state, and local discharge requirements, which shall include all applicable industrial waste discharge limitations.
- 6.2 Rights of Inspection. Property Owner agrees upon reasonable notice to provide the City the right to enter the Property Owner facilities for the purposes of providing

sewer services under this Agreement, and of monitoring, sampling, analyzing or observing the sewer systems operation, as may be required to ensure compliance with this Agreement or by the RWQCB or by any state or local health departments.

Section 7 Term

- 7.1 Term. This Agreement shall begin upon the Effective Date and shall continue for thirty (30) years. The Agreement shall be renewed automatically for five year terms unless otherwise terminated or agreed to by the Parties. Notwithstanding any other provision of this Agreement, this Agreement shall terminate upon the annexation of the Valiano Project into the City.
- 7.2 Termination. If the City determines that (a) there is no longer sufficient capacity for the Valiano Project and (b) that the City's best interests require the discontinuance of service, then this Agreement may be terminated after both Parties agree to an adequate alternative for delivery of sewer flows with no significant increase in cost to landowners within the Property. The Property Owner, and any subsequent owners, shall be responsible for any decommissioning costs, which cost shall not be used in the calculation of a significant increase in cost in the preceding sentence. "Decommissioning costs" shall mean the direct costs of abandoning in place unneeded sewer lines from the new point of diversion to a substitute wastewater treatment provider to the City of Escondido's municipal boundary.
- 7.3 Termination for Default. This Agreement may be terminated after notice of default and an opportunity to cure for a material breach of this Agreement by either Party, including, but not limited to, failure to make a payment, illicit or illegal discharges, or other failures to perform the terms of this Agreement. The Party alleging the default shall provide written notice of the alleged default setting forth with reasonable particularity the nature of the default and the steps necessary to cure the default. The Party alleged to be in default shall cure the default within 30 days of receipt of the notice of default, unless such default is not capable of being cured within 30 days, in which case that Party shall commence to cure within the 30 day cure period and shall continue to diligently prosecute the cure until complete. If the Party alleged to be in default does not cure or commence cure and diligently pursue such cure within the times provided herein, the Party alleging default may exercise any legal remedies available to it; however, termination of this Agreement shall only be effective after (i) the Parties agree to termination or (ii) a court of competent jurisdiction has determined the defaulting Party is in material breach of this Agreement.

Section 8 Annexation

- 8.1 Irrevocable offer to annex. The Property Owner shall provide the City with an irrevocable offer to annex into the City, which may be accepted at the City's election, and shall be recorded on the Property substantially in the form attached hereto as

Exhibit "C".

- 8.2 Improvements. The irrevocable offer to annex shall provide that the Property Owner consents to the transfer of any then-existing community facilities district to be transferred to jurisdiction of the City at the City's election, subject to requirements under state law. If the Property Owner or a successor developer still has an interest in the Project at the time of annexation, the Property Owner, or the successor developer with such an interest shall use commercially reasonable efforts to assist the City to cause the transfer of such then-existing community facilities district to be transferred to the jurisdiction of the City at the City's election.
- 8.3 Merger, Consolidation or Establishment of a District. Property Owner hereby consents, for purposes of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, California Government Code §§ 56000 et. seq., to any petition or order for the merger of Rincon with the City of Escondido or any petition or order for the establishment of Rincon as a subsidiary district of the City.
- 8.4 CC&Rs. The Property Owner shall ensure that these annexation obligations are disclosed and acknowledged in the CC&Rs.
- 8.5 Deposit of Anticipated Costs. At the same time as the reimbursement payment required by Section 3.4 is made, Property Owner shall deliver a payment of \$9,150 to defray any future annexation costs should the City proceed with annexation proceeds. Such deposit shall be deemed irrevocable when made and may be retained by the City for that purpose notwithstanding any other provision of law.

Section 9 Indemnification

The City shall have no liability to Property Owner or any other person for, and Property Owner shall indemnify, defend, and hold harmless the City from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which the City may suffer or incur or to which the City may become subject by as a result of or allegedly caused by Property Owner' activities, obligations, or otherwise occurring because of this Agreement. If any action or proceeding is brought against the City by reason of any of the matters against which Property Owner has agreed to indemnify the City as provided above, Property Owner, upon notice from the City, shall defend the City at Property Owner's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. The City need not have first paid for any of the matters to which the City is entitled to defense and indemnification in order to be so indemnified. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Section 10 Attorney's Fees, Costs and Expenses

In the event legal action is brought to enforce the terms of this Agreement, the unsuccessful Party shall pay all of the successful Party's costs of such action, together with reasonable attorney's fees, in an amount to be fixed by the court.

Section 11 Assignment

Prior to receipt by City of the payments required in Section 3.4 and Section 8.4, Property Owner shall not assign, transfer or convey its rights and/or obligations under this Agreement or the MOU without the prior written consent of City, which consent City may withhold in its sole and absolute discretion. Any attempted assignment without the prior written consent of City shall be void, and Property Owner shall be deemed in default hereunder. After receipt by City of the payments required in Section 3.4 and Section 8.4, Property Owner may assign, transfer, convey or hypothecate this Agreement or the MOU without the consent of the City to (i) any subsequent owner of the Property or any portion thereof, (ii) to a homeowner's association for the Property, (iii) or for the benefit of any mortgagee of the Property, and upon such assignment, assigning Property Owner shall be released of all obligations under this Agreement and assuming Property Owner shall be deemed to assume all obligations of Property Owner hereunder. Notwithstanding any other provision of this Agreement, upon the first conveyance of a recorded lot to a homebuyer, the homeowner of such lot shall not be deemed a Property Owner hereunder for any purpose, except the obligation to pay Recurring Charges pursuant to Section 3.2.

Section 12 Miscellaneous

- 12.1 Applicable Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the North County Division of the San Diego County Superior Court or federal courts located in San Diego County, California.
- 12.2 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.
- 12.3 Captions. Any captions to, or headings of, the sections, subsections, paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.
- 12.4 No Obligations to Third Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties thereto, to any person or entity other than the Parties hereto.
- 12.5 Amendment. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.
- 12.6 Waiver. The waiver or failure to enforce any provision of this Agreement shall not

operate as a waiver of any future breach of any such provision or any other provision hereof.

- 12.7 Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Property Owner and City as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party shall be of any effect unless it is in writing and executed by the Party to be bound thereby.
- 12.8 Partial Invalidity. If any portion of this Agreement as applied to either Party or to any circumstances shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this Agreement and shall in no way effect the validity or enforceability of the remaining portions of this Agreement.
- 12.9 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
- 12.10 Preparation of Agreement. The Parties acknowledge that they each have been represented by counsel, that the provisions and language of this Agreement have been negotiated, and agree that no provision of this Agreement shall be construed against either Party by reason of such Party having drafted such provision

(SIGNATURES ON FOLLOWING PAGE)

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

THE EDEN HILLS PROJECT OWNER, LLC,
A DELAWARE LIMITED LIABILITY COMPANY,

BY: _____
NAME: _____
TITLE: _____

THE EHF OWNER, LLC
A DELAWARE LIMITED LIABILITY COMPANY,

BY: _____
NAME: _____
TITLE: _____

THE EHH OWNER, LLC,
A DELAWARE LIMITED LIABILITY COMPANY,

BY: _____
NAME: _____
TITLE: _____

THE EHA OWNER, LLC,
A DELAWARE LIMITED LIABILITY COMPANY,

BY: _____
NAME: _____
TITLE: _____

CITY OF ESCONDIDO

Date: _____

Paul McNamara, Mayor

Date: _____

Zack Beck, City Clerk

APPROVED AS TO FORM:

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

EXHIBIT A

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

APN: 232-013-01:

LOT 5 OF SECTION 19, TOWNSHIP 12 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM 1/16 OF ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS CONTAINED IN SAID LAND AS PROVIDED IN STATE PATENT NO. 18244 ISSUED TO THOMAS M. KEMP AND RECORDED OCTOBER 22, 1930, IN BOOK 15, PAGE 232 OF PATENTS IN THE COUNTY RECORDER'S OFFICE, SAN DIEGO COUNTY.

APN 232-013-02:

PARCEL 1 OF PARCEL MAP 3795, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON MAY 15, 1975.

232-013-03-00 and 232-020-55-00:

PARCELS 2 AND 3 OF PARCEL MAP 3795, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, ON MAY 15, 1975.

232-492-01-00

THE SOUTHERLY HALF OF LOT 1, SECTION 19, TOWNSHIP 12 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE SOUTHERLY 330.00 FEET THEREOF.

232-500-18-00 and 232-500-21-00:

THE WESTERLY 466.7 FEET OF THE SOUTHERLY 466.7 FEET OF THE NORTHERLY 486.7 FEET OF THE SOUTH ONE HALF OF LOT 3 OF SECTION 19, TOWNSHIP 12 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SAID PROPERTY BEING DESCRIBED AS PARCEL "B" IN A CERTIFICATE OF COMPLIANCE RECORDED ON DECEMBER 7, 1978 AS INSTRUMENT NO. 78-527514 OF OFFICIAL RECORDS.

232-500-19-00 and 232-500-22-00:

PARCEL B OF CERTIFICATE OF COMPLIANCE RECORDED JANUARY 12, 2011 AS FILE NO. 2011-0022646, OFFICIAL RECORDS, BEING A PORTION PARCELS "A" AND "D" OF CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 7, 1978 AS INSTRUMENT NO. 78-527514 OF OFFICIAL RECORDS, BEING PORTIONS OF LOT 3 OF SECTION 19 AND LOT 2 OF SECTION 30, TOWNSHIP 12 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHERLY 466.7 FEET OF THE NORTHERLY 486.7 FEET OF THE SOUTH ONE HALF OF SAID LOT 3; THENCE ALONG THE NORTHERLY LINE OF SAID SOUTHERLY 466.7 FEET NORTH 89°46'21" WEST 540.53 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LINE, SOUTH 22°13'41" WEST 95.41 FEET; THENCE SOUTH 15°42'34" EAST 342.31 FEET; THENCE SOUTH 32°53'45" EAST 318.33 FEET; THENCE SOUTH 07°33'50" EAST 152.65 FEET; THENCE SOUTH 17°46'32" EAST 133.04 FEET; THENCE SOUTH 00°30'53" EAST 248.94 FEET; THENCE SOUTH 88°21'23" WEST 98.89 FEET; THENCE NORTH 77°21'46" WEST 225.00 FEET; THENCE NORTH 00°12'32" EAST 43.65 FEET; THENCE NORTH 89°47'28" WEST 774.97 FEET TO THE WEST LINE OF SAID LOT 3; THENCE ALONG SAID WEST LINE NORTH 00°25'06" EAST 655.74 FEET TO THE SOUTH LINE OF PARCEL "B" AS DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 7, 1978 AS INSTRUMENT NO. 78-527514 OF OFFICIAL RECORDS; THENCE ALONG SAID PARCEL "B" SOUTH 89°46'17" EAST 466.71 FEET; THENCE NORTH 00°25'06" EAST 466.66 FEET TO THE NORTH LINE OF THE SOUTHERLY 466.7 FEET OF THE NORTHERLY 486.7 FEET OF THE SOUTH ONE HALF OF SAID LOT 3; THENCE ALONG SAID LINE NORTH 89°46'41" WEST 325.87 FEET TO THE TRUE POINT OF BEGINNING.

232-500-20-00, 232-500-23-00 and 232-500-24-00:

PARCEL A OF CERTIFICATE OF COMPLIANCE RECORDED JANUARY 12, 2011 AS FILE NO. 2011-0022646, OFFICIAL RECORDS, BEING A PORTION PARCELS "A" AND "D" OF CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 7, 1978 AS INSTRUMENT NO. 78-527514 OF OFFICIAL RECORDS, BEING PORTIONS OF LOT 3 OF SECTION 19 AND LOT 2 OF SECTION 30, TOWNSHIP 12 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHERLY 466.7 FEET OF THE NORTHERLY 486.7 FEET OF THE SOUTH ONE HALF OF SAID LOT 3; THENCE ALONG THE NORTHERLY LINE OF SAID SOUTHERLY 466.7 FEET OF THE NORTHERLY 486.7 FEET OF THE SOUTH ONE HALF OF SAID LOT 3, NORTH 89°46'21" WEST 540.53 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LINE, SOUTH 22°13'41" WEST 95.41 FEET; THENCE SOUTH 15°42'34" EAST 342.31 FEET; THENCE SOUTH 32°53'45" EAST 318.33 FEET; THENCE SOUTH 07°33'50" EAST 152.65 FEET; THENCE SOUTH 17°46'32" EAST 133.04 FEET; THENCE SOUTH 00°30'53" EAST 248.94 FEET;

THENCE SOUTH 88°21'23" WEST 98.89 FEET; THENCE NORTH 77°21'46" WEST 225.00 FEET; THENCE NORTH 00°12'32" EAST 43.65 FEET; THENCE NORTH 89°47'28" WEST 774.97 FEET TO THE WEST LINE OF SAID LOT 3; THENCE ALONG SAID WEST LINE SOUTH 00°25'06" WEST 170.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE WEST LINE OF SAID LOT 2, SOUTH 00°38'35" WEST 355.35 FEET TO THE NORTHERLY LINE OF THE SOUTHERLY 308.00 FEET OF THE NORTH ONE-HALF OF THE NORTH ONE-HALF OF SAID LOT 2; THENCE ALONG SAID NORTHERLY LINE SOUTH 89°45'07" EAST 1249.06 FEET; THENCE NORTH 00°28'55" EAST 31.23 FEET; THENCE SOUTH 89°46'15" EAST 75.00 FEET TO THE EASTERLY LINE OF SAID LOT 2; THENCE ALONG SAID EASTERLY LINE NORTH 00°30'06" EAST 325.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE EASTERLY LINE OF SAID LOT 3 NORTH 00°51'33" EAST 1292.03 FEET TO THE NORTHEAST CORNER OF THE SOUTHERLY 466.7 FEET OF THE NORTHERLY 486.7 FEET OF THE SOUTH ONE-HALF OF LOT 3; THENCE ALONG THE NORTHERLY LINE OF SAID SOUTHERLY 466.7 FEET OF THE NORTHERLY 486.7 FEET OF THE SOUTH ONE-HALF OF LOT 3, NORTH 89°46'21" WEST 540.53 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT A

EXHIBIT B

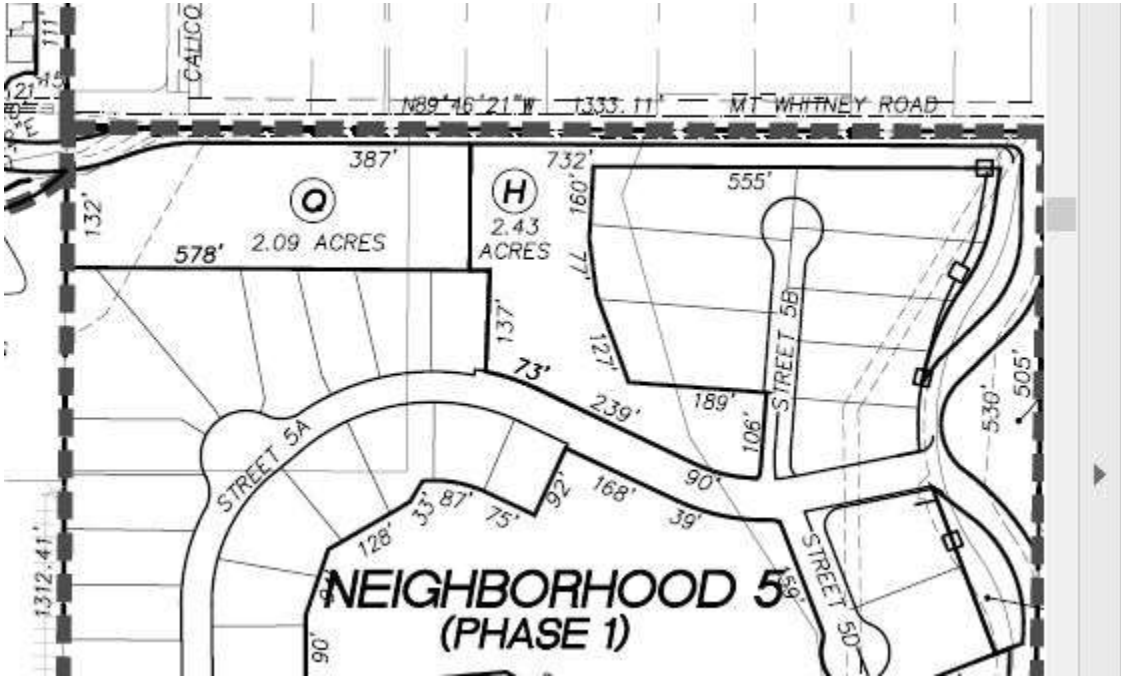


EXHIBIT C

(attached)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Attn: _____

(Space Above For Recorder's Use)

This Irrevocable Offer of Annexation is recorded at the request and for the benefit of the City of Escondido and is exempt from the payment of a recording fees pursuant to Government Code Section 27383.

IRREVOCABLE OFFER OF ANNEXATION
(VALIANO PROJECT)

THIS IRREVOCABLE OFFER OF ANNEXATION (the "IOA") is made this _____ day of _____, 2018, by THE EDEN HILLS PROJECT OWNER, LLC, a Delaware limited liability company, THE EHF OWNER, LLC, a Delaware limited liability company, THE EHH OWNER, LLC, a Delaware limited liability company, and THE EHA OWNER, LLC a Delaware limited liability company (collectively the "Property Owner") in favor of the CITY OF ESCONDIDO, a California general law city ("City").

R E C I T A L S

- A. Property Owner is the legal owner of a fee interest in certain real property located in the City of Escondido, County of San Diego, State of California, as more particularly described in Exhibit A attached hereto (the "Valiano Project").
- B. Property Owner and City have previously entered into that certain Agreement for the Acceptance of Sewer Flow from Valiano Project to the City of Escondido, dated ____, 2019 which provides, among other things, for the provision of waste water service to the Valiano Project.
- C. Subject to certain terms and conditions set forth herein, Property Owner desires to provide this IOA to consent to the annexation of the Valiano Project into the City of Escondido.

A G R E E M E N T

NOW, THEREFORE, Property Owner and City agree as follows:

- 1. Irrevocable Offer to Annex. Property Owner hereby makes an irrevocable offer of annexation to City and Property Owner agrees to waive any right of protest in the annexation of the property to the City provided for under the annexation laws of the State of California. This

waiver shall be binding upon the Property Owner, and the Property Owner's successor-in-interest, and assigns in the Valiano Project as depicted in Exhibit "A" and any portion thereof later subdivided.

2. No Right to Annexation. This IOA creates no right to annexation and shall not be construed to allow Property Owner, or successor-in-interest or assign, to cause the City to annex the Valiano Project into the City of Escondido. For purposes of clarity, the Parties acknowledge and agree that the City shall retain its full and complete discretion to determine if and when the Valiano Project is to be annexed into the City of Escondido.

3. Resolution of Annexation. At such time as the City determines that annexation of the Valiano Project is appropriate, City may, at its discretion, adopt a Resolution of Annexation to annex the Valiano Project, without further consent of Property Owner.

4. Duration, Acceptance. This IOA shall be binding upon the owner and the heirs, assigns or successors in interest to the Property and shall not expire except as provided herein. Notwithstanding any other provision of this Agreement, this IOA shall automatically terminate and be of no further force and effect upon annexation of the Valiano Project into the City of Escondido or the completion of annexation into another city.

5. Remedies. The City may pursue all equitable remedies to enforce the terms, conditions and restrictions of the IOA. In the event of a breach, any forbearance on the part of any such party to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

6. Successors and Assigns. The terms, covenants, conditions, exceptions, obligations and reservations contained in this IOA shall be binding upon and inure to the benefit of the successors and assigns of both the Property Owner and the City, whether voluntary or involuntary.

7. Severability. If any provision of this IOA is held to be invalid, or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.

Executed this _____ day of _____, 20__.

“Property Owner”

THE EDEN HILLS PROJECT OWNER, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

THE EHF OWNER, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

THE EHH OWNER, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

THE EHA OWNER, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

“City”

CITY OF ESCONDIDO,
_____ city

By: _____
Name: _____
Title _____

Attest:

APPROVED AS TO FORM

City Attorney

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ORDINANCE NO. 2019-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING ARTICLE 2, CHAPTER 2 OF THE ESCONDIDO MUNICIPAL CODE TO MOVE THE CLOSED SESSION MEETING TO 5:00 P.M. AND THE REGULAR CITY COUNCIL MEETING TIME TO 6:00 P.M.

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

SECTION 1. Subsection 2-21(a) of Article 2, Chapter 2 of the Escondido Municipal Code is hereby amended to read as follows:

Article 2 – City Council.

Sec. 2-21. Time, location of meetings.

(a) The regular meeting time for the Escondido City Council will be on the first four (4) Wednesdays of each month, commencing with closed session items at 5:00 p.m. and a regular public meeting at 6:00 p.m. Such meetings may be canceled from time to time depending on the number of agenda items, availability of council members or related circumstances. Unless publicly noticed otherwise, all meetings shall take place at Escondido City Hall, 201 North Broadway, Escondido, California.

SECTION 2. 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.

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

CITY COUNCIL STAFF REPORT

Public Hearing Item No. 8

April 10, 2019

File No. 0830-20

SUBJECT: Conditional Use Permit, Grading Exemptions, and General Plan Amendment (PHG 17-0025, ENV 17-0007)

DEPARTMENT: Community Development Department, Planning Division

RECOMMENDATION:

It is requested that the City Council conduct a public hearing on the Escondido Assisted Living project located at 1802 N. Centre City Parkway, and take action on the recommendations of City staff and the Planning Commission, which recommends that the City Council:

1. Adopt Resolution No. 2019-48 to approve a General Plan Amendment to allow non-residential structures up to three (3) stories in height within the Suburban land-designation; approve a Conditional Use Permit for a residential-care facility and Grading Exemptions for retaining walls and fill slopes over ten (10) feet in height; and adopt a Final Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program that was prepared and issued in conformance with the California Environmental Quality Act (CEQA).

PROJECT DESCRIPTION:

The project includes a request for a Conditional Use Permit (CUP) for the development of an approximately 71,316 SF, three (3) story residential care facility; Grading Exemption(s) for retaining walls and fill slopes in excess of ten (10) feet in height; and a General Plan Amendment to allow non-residential structures up to three stories in height within the R-1-10 zone (Single-Family Residential, up to 10,000 sf min. lot size). The project includes 22 memory care and 66 assisted living units (88 units accommodating up to 96 beds) and up to 43 parking spaces. Access to the project would be provided by a single driveway fronting onto Centre City Parkway. Centre City Parkway is proposed to be widened across the project frontage to provide a transition lane for ingress and egress into the site. The existing creek along the eastern boundary of the proposed development area is proposed to be retained and preserved as a project feature. The proposal also includes the adoption of the environmental determination prepared for the project.

LOCATION:

On the eastern side of North Centre City Parkway, south of Iris Lane, addressed as 1802 N. Centre City Parkway, APN 226-190-22.

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.

PLANNING COMMISSION RECOMMENDATION:

On March 12, 2019, the Planning Commission voted 7-0 to recommend the City Council approve the Project and General Plan Amendment based upon the findings and conditions of approval. The Planning Commission supported the project and design features, and did not express any concerns regarding the project or request for a General Plan Amendment for a three (3) story structure. There were no public speakers at the Planning Commission hearing. The Planning Commission staff report and Planning Commission meeting minutes are provided as Attachments 1 and 2, respectively.

BACKGROUND:

The triangular, approximately 3.48-acre property is currently vacant and disturbed due to previous grading. Several Conditional Use Permits (CUPs) have been approved by the City over the past couple of decades to allow development of the site with a variety of residential-care facility design and sizes, up to three (3) stories in height. Grading plans were approved and rough grading and retaining walls were constructed in 1997. However, the building(s) were never constructed and the use permit for the project(s) subsequently expired. The project applicant (The Mitchell Group) is requesting to develop the site with a new, three (3) story residential-care facility, along with Grading Exemptions to accommodate the building and required street widening and roadway transition improvements.

The property is zoned R-1-10 (Single-Family Residential, 10,000 SF min. lot size) and has a General Plan Designation of Suburban ("S"). The Suburban ("S") designation applies to areas that generally surround the urbanized core of the community and primarily accommodates single-family detached homes on relatively large lots. Prior to the 2012 Comprehensive General Plan Update, the Suburban ("S") land-use designation did not have limits on building heights or the number of stories. Specific development requirements were provided by the Zoning Code. At the time, the associated R-1 Zone originally allowed buildings up to three (3) stories and 35 feet in height. Therefore, prior to 2012, an R-1 Zoned property could develop up to three (3) stories in height. In 2012, the Comprehensive General Plan established new criteria for the Suburban ("S") land-use designation, which consisted of new height standards, effectively limiting new development to one (1) and two (2) stories. In 2017, the Zoning Code was amended to consolidate all of the residential zones into one section (Article 6) and the limit on the number of stories was deleted for the R-1 Zone. The overall height of 35 feet was retained. Although Article 6 (Residential Zones Ordinance) does not specify a maximum number of stories for the R-1 Zone district, the current General Plan land-use designation of Suburban ("S") limits structures up to two (2) stories in height. The applicant is requesting a text amendment to the General Plan to allow three (3) stories in height as previously allowed. However, in consideration of land-use compatibility concerns, the three (3) story height allowance is proposed to only apply to non-residential structures in the Suburban ("S") designation, where the appropriateness of the additional story could be evaluated through a discretionary process (e.g. Conditional Use Permit or Planned Development) to ensure compatibility with adjacent uses.

ANALYSIS:

General Plan:

The General Plan land-use designation for the approximately 3.48-acre parcel is Suburban and the property is zoned R-1-10 (Single-Family Residential, 10,000 SF min. lot size). The proposed CUP is consistent with the goals and policies of the General Plan and R-1-10 zone because residential-care facilities are generally considered a long-term care option for people who stay in a residential setting, rather than in their own home; and the use is conditionally permitted within residential zones. The proposed new building would not diminish the Quality-of-Life Standards of the General Plan as the project does not materially degrade the levels-of-service on adjacent streets, utilities or public facilities. The project also would provide housing for a wide range of special needs households, including the elderly and disabled.

The General Plan supports the development of congregate-care type facilities through the Conditional Use Permit process, and the development of older, adult-care facilities within residential land-use designations. Policies have been identified in the General Plan that emphasizes human health services, including ease of service availability, accessibility, prevention, and public/private partnerships (Goals and policies of the Community Health and Services Element). Also, provisions for care facilities support community development, health, and equity issues. The proposed residential-care facility is consistent with the zoning and land-use designation, which permits care facilities upon approval of a Conditional Use Permit. The proposed text amendment to the General Plan to allow three (3) stories in height enables the processing and consideration of the subject application. The project will be required to conform to the provisions of the Citywide Facilities Plan through the payment of fees to ensure the Quality of Life Standards will continue to be met.

General Plan Amendment:

The proposed building would be three (3) stories in height, which would not conform to Suburban ("S") land-use designation that limits structures to two (2) stories. To address this issue, staff is proposing to amend the text of the General Plan to allow non-residential buildings up to three (3) stories in height within the Suburban ("S") land-use designation. In consideration of the proposed General Plan Amendment request, nearly all non-residential uses (i.e., large residential-care facilities, churches, schools, nurseries, wineries, etc.) allowed in most residential zones require the approval of a Conditional Use Permit. This helps ensure that issues such as structural height, intensity of use, and neighborhood compatibility can be discussed openly in a public hearing format, and duly considered with proper notices made to surrounding property owners.

Another option would be to require the applicant to limit the proposed building to two (2) stories, though the applicant indicated this would affect the financial viability of the project because the buildable area of the site is limited by the existing creek and would necessitate a substantial decrease in the number of units/beds that could be provided. The applicant feels the proposed amendment to the General Plan's text to allow a residential-care facility up to three (3) stories on the subject site is

warranted for this project because the site is located adjacent to a Major Circulation Element Road (Centre City Parkway) and surrounding by a mix of surrounding land uses that include a high school; adjacent creek; single- and multi-story residential development; and a municipal corporate yard. The site also is bisected by Reidy Creek on the east and south, which significantly limits the development area/potential for the property. The applicant also feels a three (3) story facility is warranted in this case because a three-story care facility previously was approved on the project site, and there is a nearby three (3) story residential-care facility that recently was constructed. Appropriate setbacks, landscape buffers and architectural elements would be incorporated into the design to be compatible with the mix of surrounding land uses.

Project Design:

The proposed project includes a three (3) story design with a L-shaped footprint to help break up the mass and scale of the facility as seen from varying public and adjacent views. A more residential style of architectural design incorporates varied wall planes (building recesses and pop outs), and a Spanish tile mansard roof to reflect the multi- and single-family style of development throughout the surrounding area. The mansard type roof element (up to approximately 37 feet in height) also will provide screening for the roof-top mechanical equipment that will be situated within rooftop equipment wells. The Zoning Code limits building height to 35 feet and the building would be consistent with the underlying R-1-10 height requirements because the code also allows for certain roof elements to exceed the height limit provided the element does not create an unnecessary aesthetic impacts on surrounding properties.

Various outdoor landscape areas and walkways are provided for the residents, as well as a separate landscaped recreation area for the memory-care component of the project. The final landscape plan will provide various landscape and hardscape amenities along the eastern landscape area to take advantage of the views towards the creek (such a benches, shade structures, etc.). The proposed parking area and first floor of the building would be situated approximately five to twelve feet lower than Centre City Parkway. The majority of the parking spaces facing Centre City Parkway and main internal driveway would be screened by the existing higher sloping topography, lower pad elevation, and an approximately 40-foot wide landscaped parkway and on-site frontage landscaping. The building would be setback 70 to 110 feet away from Centre City Parkway.

The proposed three (3) story elevation would be similar in mass and scale to other larger commercial buildings, non-residential developments and multi-story residential projects located throughout the surrounding neighborhood. Views of the site from the east, northeast and southeast generally would be obscured by existing vegetation within the Reidy Creek drainage channel and existing mature trees along the Centre City Parkway. The project would affect existing views through the site along Centre City Parkway and from some of the units within the condominium project across Centre City Parkway (street level and ground-floor views). The photo simulations prepared by the applicant and included in the Planning Commission report demonstrate views through the site to the distant hillside are partially obscured by the existing mature trees, but the majority of views to the distant hillsides would be maintained, especially from upper stories vantage points.

To address potential compatibility issues associated with the facility and the existing residential property located immediately to the north of the project site, the proposed building has been set back approximately 25 feet from the northern property boundary. Ground floor residential units are limited along this elevation and resident activities oriented away from the property boundary. The project has been conditioned to provide a solid fence along this section of the property boundary to provide an additional visual barrier between the project and the residence. The increased setback also provides appropriate area for dense landscaping to provide an additional visual buffer between the two uses.

Parking:

The City's parking regulations for care facilities require one (1) parking space per three (3) beds, which would require a minimum of 32 parking spaces for the proposed 96-bed facility. The parking regulations also require appropriate drop-off/pick up areas for the residents. Because parking along Centre City Parkway is restricted, the site does not provide any overflow parking opportunities to accommodate any peak parking demands and shift changes. Therefore, the project is proposed to provide up to 43 parking spaces (including one van accessible and one standard accessible space), which is an approximately 34 percent increase in the number of required spaces. The final number of spaces may vary depending on the final design of the driveway entrance that may require some additional widening to accommodate a right-turn in/out "pork chop" type feature. This could reduce the final number of spaces by one (1) or two (2). The applicant indicated the facility would employ approximately 30 total staff members, with approximately 12 to 15 on the peak shift. The facility would implement a staggered shift change program to ensure sufficient parking spaces will be available during peak times. An emergency vehicles staging area, along with resident loading and delivery areas will be available along the covered circular driveway at the building entrance. Staff feels the additional parking spaces, and loading areas would be sufficient to accommodate the potential parking demand for the facility to accommodate staff, residents, visitors and delivery vehicles.

Grading Design:

Initial rough grading of the site and installation of a 14-foot-high retaining wall were completed as part of a previously approved Conditional Use Permit and associated building/grading permit in 1997. Additional grading and retaining walls are necessary to support the proposed facility, which includes Grading Exemptions for fill slopes and combination fill slopes/retaining walls up to approximately 15 feet in height. The storm water design includes three storm water biofiltration basins that would be landscaped. A portion of the northern and western areas of the site would be lowered and a retaining wall installed along the northern and western boundary of the site to accommodate the building, internal driveway and parking spaces. These walls generally would face inward towards the project site. The grading design in this area of the site and new retaining wall also would help to screen views along a portion of the lower floor of the building and parking from Centre City Parkway as the project site is situated lower than Centre City Parkway. The southern area of the site would be raised

with the use of retaining walls and fill material to support the building, parking, emergency access around the building and required roadway widening along Centre City Parkway. The existing retaining wall along the Reidy Creek drainage channel also would be extended southerly to support the facility. The extension of this retaining wall ranges from approximately 10 feet to 14 feet in height, but would be screened by the existing vegetation within the creek and generally only would be seen from the high school located to the east. Grading within the southern area of the site would orient easterly; be located below the street grade; and generally would not create any visual impacts from views along Centre City Parkway. Grading in this area also has been designed to avoid encroachment into the creek and floodplain, and to retain as many mature Eucalyptus trees as possible. Appropriate decorative security fencing would be required on top of the retaining walls. The new slopes would be landscaped to further soften the visual impacts and help screen the facility from adjacent views. The final grading design and height of the slopes/wall may vary (typically one foot) based on the more precise final grading design and implementation of Engineering Services Department conditions.

PUBLIC INPUT:

Notices were mailed to all property owners within a 500-foot radius of the project site, to inform them of the Planning Commission and City Council hearings, as well as issuance of the draft Initial Study/Mitigated Negative Declaration for public review and comment. Staff has not received any written comments from the public or responsible agencies expressing any concern regarding the project. City staff received one phone call from a resident in the multi-family residential project southwest of the site expressing concerns regarding traffic and views through the site. In response, the applicant prepared detailed photo simulations to demonstrate project related view impacts from various views along Centre City Parkway, which were considered by the Planning Commission at the March 12, 2019 hearing.

During the public review period for the Draft IS/MND the applicant conducted a neighborhood meeting on January 30, 2019, in the City Hall Mitchell Room. City staff also was present to answer questions. Six (6) members of the public attended the meeting. There were no significant issues or concerns raised regarding the project. The project applicant also indicated that he has attempted to contact the owner of the adjacent residential property immediately to the north of the project site, but has not received any responses from the owner. The applicant also met with the Rincon del Diablo Water District to discuss the project and extension of necessary utilities to the site.

ENVIRONMENTAL REVIEW:

A Draft Initial Study/Mitigated Negative Declaration (IS/MND) was prepared for the project (City File No. ENV17-0007, and State Clearinghouse No. 2019011009). The findings of the Initial Study identified potential effects related to biological, cultural, tribal cultural resources, and noise that might be potentially significant. Mitigation measures have been identified that would reduce all potential impacts to a less-than-significant level. The project applicant has agreed to implement all mitigation

measures identified in the Final IS/MND and a Mitigation Monitoring Reporting Program (MMRP) has been prepared for the project.

The Draft IS/MND was circulated for public review for 30 days (January 11 - February 11, 2019). The public review period was extended until February 19, 2019, to allow all interested parties the opportunity to comment on the draft document. No written comments were received from any responsible agencies or the public expressing any concerns regarding the project during the public review period. A copy of the Final IS/MND and appendices can be found at the following link:

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

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Bill Martin, Director of Community Development
4/4/2019 8:58 a.m.

Jay Paul, Senior Planner
4/3/2019 3:27 p.m.

ATTACHMENTS:

- 1 Attachment 1 – Planning Commission staff report (March 12, 2019)
- 2 Attachment 2 – Planning Commission Minutes (March 12, 2019)
- 3 Resolution No. 2018-48
4. Resolution No. 2018-48 – Exhibits A, B, C, D, E, F and G

ATTACHMENT 1

PLANNING COMMISSION STAFF REPORT

PHG 17-0025

Escondido Assisted Living

Due to the number of pages of Attachment 1, the following link has been provided to review the document electronically on the City's web site:

<https://www.escondido.org/Data/Sites/1/media/agendas/PC/2019/03.12.19PCAgendaPacket.pdf>

A hardcopy of the Attachment is available for review in the Office of the Planning Division during normal business hours. To obtain a copy, please contact the City Clerk at (760) 839-4617 or Planning Division at (760) 839-4671.

ATTACHMENT 2

CITY OF ESCONDIDO

ACTION MINUTES OF THE REGULAR MEETING OF THE ESCONDIDO PLANNING COMMISSION

March 12, 2019

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

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

Commissioners absent: None.

Staff present: Bill Martin, Director of Community Development; Owen Tunnell, Principal Engineer; Adam Phillips, Senior Deputy City Attorney; Adam Finestone, Principal Planner; Jay Paul, Senior Planner; and Kirsten Peraino, Minutes Clerk.

MINUTES:

Moved by Commissioner Garcia, seconded by Commissioner McNair to approve the Action Minutes of the February 12, 2019 meeting. Motion carried. 6-0-1 Ayes: Cohen, Garcia, McNair, Romo, Spann, and Weiler. Noes: None. Abstained: Watson.

WRITTEN COMMUNICATIONS: – Received.

FUTURE NEIGHBORHOOD MEETINGS: – None.

ORAL COMMUNICATIONS: Received.

PUBLIC SPEAKERS:
Lee Stephens
Rafael Pena

ATTACHMENT 2

PUBLIC HEARINGS:

1. **CONDITIONAL USE PERMIT, GRADING EXEMPTION AND GENERAL PLAN AMENDMENT – PHG 17-0025:**

REQUEST A Conditional Use Permit for the development of an approximately 71,316 SF, three-story residential care facility; Grading Exemption(s) for retaining walls and fill slopes in excess of 10 feet in height; and a General Plan Amendment to allow structures up to three stories in height within the R-1-10 zone (Single-Family Residential, up to 10,000 sf min. lot size). The project includes 22 memory care and 74 assisted living units (totaling 96 beds) and up to 43 parking spaces. Access to the project would be provided by a single driveway fronting onto Centre City Parkway. Centre City Parkway is proposed to be widened across the project frontage to provide a transition lane for ingress and egress into the site. The existing creek along the eastern boundary of the proposed development area is proposed to be retained and preserved as a project feature.

PROPERTY SIZE AND LOCATION: The approximately 3.48-acre property is located southeast of the intersection of North Centre City Parkway and North Iris Lane, addressed as 1802 N. Centre City Parkway (APN 226-190-22), in the City of Escondido, County of San Diego, California.

ENVIRONMENTAL STATUS: An Initial Study/Mitigated Negative Declaration (City File No. ENV 17-0007) was prepared and issued in compliance with all requirements contained in the California Environmental Quality Act (CEQA) and Article 47 (Environmental Quality Regulations) of the Escondido Zoning Code. Mitigation measures were developed to reduce potential impacts to biological, cultural, tribal cultural resources, and noise.

STAFF RECOMMENDATION: Approval.

COMMISSIONER DISCUSSION AND QUESTIONS.

COMMISSION ACTION:

Moved by Commissioner Weiler, seconded by Commissioner Watson to approve staff's recommendation with the modification to General Condition No. 10. Motion carried unanimously. (7-0-0)

RESOLUTION NO. 2019-48

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING A GENERAL PLAN
AMENDMENT TO THE SUBURBAN LAND-
USE DESIGNATION STANDARDS, AND A
CONDITIONAL USE PERMIT AND GRADING
EXEMPTIONS FOR A RESIDENTIAL-CARE
FACILITY WITHIN THE R-1-10 ZONE

Case Nos. PHG 17-0025 and ENV 17-0007

WHEREAS, The Mitchell Group (herein after referred to as “Applicant”) submitted a land use development application with the City of Escondido for an approximately 71,316 SF, three-story residential-care facility to accommodate up to 96 beds along with Grading Exemptions for fill slopes and retaining walls in excess of ten feet in height on the approximately 3.48-acre project site located at 1802 N. Centre City Parkway (APN 226-190-22). The Applicant also requests approval of a General Plan Amendment to the Suburban land-use designation standards. A site plan for the Project is attached as Exhibit “C” and incorporated herein by this reference as though fully set forth. The Project site is more particularly described in Exhibit “G” incorporated herein by this reference as though fully set forth; and

WHEREAS, said verified application was submitted to, and processed by, the Planning Division of the Community Development Department as Planning Case No. PHG 17-0025 and ENV 17-0007 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, residential-care facilities are permitted uses within the R-1-10 zone, subject to the approval of a Conditional Use Permit; 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 March 12, 2019, at which interested persons were given the opportunity to appear and present their views with respect to said proposed Project actions. Following the public hearing on March 12, 2019, the Planning Commission adopted Resolution No. 2019-04, which recommended that the City Council, among other things, approve the General Plan Amendment, Conditional Use Permit and Grading Exemptions; and

WHEREAS, an original copy of the proposed General Plan Amendment, Conditional Use Permit and Grading Exemptions, 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 April 10, 2019, 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 April 10, 2019, 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 General Plan Amendment, Conditional Use Permit and Grading Exemptions and reviewed and considered the recommendation from the Planning Commission; and

WHEREAS, Pursuant to the California Environmental Quality Act ("CEQA"), an Initial Study/Mitigated Negative Declaration (IS/MND) was prepared in accordance with the requirements of the California Environmental Quality Act of 1970, as amended and state and local guidelines implementing CEQA. The Initial Study/Mitigated Negative Declaration (City File No. ENV 17-0007) concluded that implementation of the Project could result in a number of significant effects on the environment and identified mitigation measures that would reduce the significant effects to a less-than-significant level.

WHEREAS, the City of Escondido is the Lead Agency for the Project, and the City Council is the decision-making body for the proposed Project. The City Council does hereby make the following findings: (1) it has independently reviewed and analyzed the Initial Study/Mitigated Negative Declaration and other information in the record and has considered the information contained therein, prior to acting upon or

approving the Project; (2) the Initial Study/Mitigated Negative Declaration prepared for the Project has been completed in compliance with CEQA and consistent with state and local guidelines implementing CEQA; and (3) the Initial Study/Mitigated Negative Declaration represents the independent judgment and analysis of the City as lead agency for the Project. Whenever a Lead Agency approves a project requiring the implementation of measures to mitigate or avoid significant effects on the environment, CEQA also requires a lead agency to adopt a Mitigation Monitoring and Reporting Program to ensure compliance with the mitigation measures during project implementation. The City Council does hereby adopt the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring Reporting Program prepared for the Project; and

WHEREAS, Ordinance No. 78-2 enacted pursuant to Section 65974 of the California Government Code and pertaining to the dedication of land and fees for school facilities has been adopted by the City of Escondido; and

WHEREAS, this City Council hereby approves said General Plan Amendment, Conditional Use Permit and Grading Exemptions 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/Factors to be Considered, 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/Factors all material in the April 10, 2019, 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 Conditional Use Permit and Grading Exemptions, subject to the Conditions of Approval attached as Exhibit “B”, and adopts the Initial Study/Mitigated Negative Declaration, attached as Exhibit “E”, and Mitigation Monitoring Reporting Program prepared for the Project, attached as Exhibit “F”, incorporated herein by this reference as though fully set forth.

4. That Figure II-6 (Suburban Land-Use Designation-Required Standards for Building Height) of the General Plan is hereby amended as set forth in Exhibit “D” to this Resolution and incorporated herein by this reference as though fully set forth herein; and

5. That this Conditional Use Permit and Grading Exemptions shall be null and void unless utilized within 36 months, or unless an Extension of Time is granted pursuant to Article 61 of the Escondido Zoning Code.

BE IT FURTHER RESOLVED that, pursuant to Government Code Section 66020(d)(1):

1. NOTICE IS HEREBY GIVEN that the project is subject to certain fees

described in the City of Escondido's Development Fee Inventory on file in both the Community Development Department and Public Works Department. The project is also subject to dedications, reservations, and exactions, as specified in the Conditions of Approval.

2. NOTICE IS FURTHER GIVEN that the 90-day period during which to protest the imposition of any fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this Resolution and any such protest must be in a manner that complies with Section 66020.

EXHIBIT "A"
FINDINGS OF FACT/FACTORS TO BE CONSIDERED
PHG 17-0025, ENV 17-0007

Environmental Determination:

The Planning Commission, in its independent judgement, has determined the preparation and adoption of a Final Initial Study/Mitigated Negative Declaration is appropriate for this proposed project in conformance with the California Environmental Quality Act (CEQA) Article 6, Sections 15070 to 15075. The requirements CEQA have been met and an Initial Study/Mitigated Negative Declaration (City File No. ENV17-0007, State Clearinghouse No. 2019011009) was prepared and issued for the project. The findings of this review are that the Initial Study identified effects related to biological, cultural, tribal cultural resources, and noise, that might be potentially significant. However, design and minimization measures, revisions in the project plans and/or mitigation measures agreed to by the applicant would provide mitigation to a point where potential impacts are reduced to less than a significant level. No significant issues remain unresolved through compliance with code requirements, mitigation measures and the recommended conditions of approval.

Public Notice and Outreach:

Planning Division staff provided public notice of the application in accordance with City and State public noticing requirements. At the time of writing this report, there have been no inquiries from the public. A notice was published in the local newspaper on March 1, 2019. In addition, 118 notices were sent to property owners within 500 feet of the project site. A public notice also was posted on the project site, on the City's website, and posted at City Hall and City Library.

During the public review period for the Draft IS/MND the applicant conducted a neighborhood meeting on January 30, 2019 in the City Hall Mitchell Room. City staff also was present to answer questions.

Conditional Use Permit

1. The location and design of the proposed three-story residential-care facility would be consistent with the goals and policies of the Escondido General Plan related to providing housing opportunities for a wide range of special needs households, including the elderly and disabled. The General Plan supports the development of congregate-care type facilities through the Conditional Use Permit (CUP) process, and the development of older, adult-care facilities within residential land use designations. The proposed project would be in conformance with the Quality-of-Life Standards of the General Plan as the project would not materially degrade the level of service on adjacent streets or public facilities; would not create excessive noise levels; and adequate services could be provided to the site.
2. The site is physically suitable to accommodate the proposed use because adequate setbacks, parking, access, landscaping and open space/recreation areas could be provided. Extensive

grading is not necessary to accommodate the proposed facility. The use of taller retaining walls and slopes (and Grading Exemption) are necessary to support the pad area for the building and parking, required road improvements and to avoid impacts into the adjacent creek and flood plain. The proposed project would not diminish the Quality-of-Life Standards of the General Plan as the project would not materially degrade the level of service on adjacent streets or public facilities, and adequate services could be provided to the site. The proposed project has been designed to avoid any potential impacts to sensitive habitat or species located on or off of the subject site.

3. The General Plan encourages compatible in-fill development and discourages the intrusion of uses which do not reflect the character of the existing neighborhood. The project would be compatible with the character of the existing neighborhood because the project site is located adjacent to and would take access from a major road, which would not disrupt the traffic pattern or disrupt the physical arrangement of the surrounding neighborhood. The project site also is adjacent to the Rincon del Diablo Municipal Water District corporate offices and maintenance yard to the north; Escondido High School agricultural operations, stadium and play fields to the east and south; and multi-story development to the west and northeast. A major commercial node also is located further south of the site at the intersection of El Norte Parkway and Centre City Parkway. The project design, building orientation, and conditions of approval would ensure compatibility with the variety of surrounding land uses, especially the single-family development to the north. Therefore, the project would not result in an adverse disruption to the established developments and circulation within the area, and would not be out of character with the surrounding development pattern.
4. Granting this Conditional Use Permit for the proposed residential care facility is based on sound principles of land use and would not create a nuisance, cause deterioration of bordering land uses or create special problems for the area in which it is located because the proposed use would not create any adverse traffic or noise impacts to surrounding properties, as indicated in the staff report and environmental document prepared for the project. Outdoor lighting would be designed in accordance with the City's outdoor lighting requirements, which would minimize potential glare and spillover to adjacent properties. Appropriate setbacks and landscape buffer areas would be provided, especially from residential properties. Appropriate access, on-site circulation and parking would be provided.
5. This proposal is in response to services required by the community because residential-care facilities provide housing and services for the community and their specific client needs.
6. The proposed Conditional Use Permit has been considered in relationship to its effect on the community, and the request would be in compliance with the General Plan Policies and reasons stated above and detailed in the Planning Commission staff report dated December 5, 2018. The impacts of the proposed project will not adversely affect the policies of the General Plan or the provisions of the Municipal Code. The project as proposed will be required to comply with all applicable Building and Fire Codes through the standard plan checking process.

Grading Exemptions:

1. Granting the proposed new and modified Grading Exemption is consistent with the Grading Design Guidelines for the following reasons:
 - a. The proposed Grading Exemptions would not significantly affect sensitive biological species or habitats, mature or protected trees, or required landscaping, and the development shall incorporate erosion control measures as defined in the City's stormwater management requirements.
 - b. The proposed Grading Exemptions would not create a negative visual impact upon neighboring properties or the public right of way because plantings on the earthen retaining wall and at the base of the wall would assist in softening the visual effect. The taller walls orient inward towards the project and generally would not be seen or would be partially obscured from public views by existing topography and proposed landscaping.
 - c. The proposed retaining wall would not intrude into or disturb the use of any adjacent property or adversely block the primary view of any adjacent parcels; disturb any utilities or drainage facilities; obstruct circulation patterns or access; or preclude the future development of any adjacent parcel.
 - d. The proposed design of the retaining walls and slopes would not adversely affect any adjoining septic systems. The proposed project would be provided with sewer service.
 - e. The proposed retaining walls and slopes would be structurally stable, and appropriate permits will be obtained prior to construction/grading. All graded areas will be protected from wind and water erosion through compliance with the City's stormwater management requirements. The development will be required to incorporate interim erosion control plans, certified by the project engineer and reviewed and approved by the City's Engineering Services Department.

General Plan Amendment

1. The public health, safety and welfare will not be adversely affected by the proposed General Plan Amendment from to allow structures up to three stories in height. All development would be required to conform to current Fire, Engineering and Building requirements, and appropriate permits obtained.
2. The proposed General Plan Amendment to allow a three-story structure on the subject site would be compatible with existing development patterns in the surrounding areas, which includes a variety of multi-story residential and taller commercial and institutional uses/structures. The City's General Plan (Policy 17.5, pg. II-116) establishes criteria for evaluating the merits of amendments requests that calls for a consideration of whether "physical, social, or city-wide economic factors or changes have made the plan designation, policy statement, goal or intent inappropriate from the standpoint of the general public welfare." The proposed GPA has been evaluated based on these criteria and the GPA is appropriate because the site is on a subject parcel that previously has been planned for and approved for a similar three-story residential care facility. Due to the unique nature and

development restriction on the site due to the creek, a three-story facility is necessary to make the project financially feasible. The site also is within an area that is developed with a variety of land-uses including, commercial, institutional, utilities/industrial type development and the proposed three-story care facility would not be incompatible the pattern of development adjacent to the site. The proposed General Plan amendment would limit three-story structures to non-residential use, which require a discretionary conditional use permit within the Suburban land-use designation. The discretionary CUP process would ensure quality development and desirable land uses on suitable properties.

3. The proposed General Plan Amendment would be consistent with the goals and polices of the General Plan as a whole. The project incorporates an attractive design, water-efficient landscaping, and sufficient parking. The General Plan Amendment would not change the types of uses allowed on this property, because residential-care facilities are conditionally permitted uses with the Suburban land-use designation and underlying R-1-10 zone.

EXHIBIT "B"
CONDITIONS OF APPROVAL
PHG 17-0025; ENV 17-0007

This project is conditionally approved as set forth on the application and project drawings, all designated as recommended for approval by the Planning Commission on March 12, 2019, and shall not be altered without the express authorization by the Planning Division. Nothing in this permit shall relieve the applicant from complying with conditions and regulations generally imposed upon activities similar in nature to the activity authorized by this permit. **Prior to final occupancy, a Planning Final Inspection shall be completed to ensure that the property is in full compliance with the conditional use permit conditions.**

General

1. All construction shall comply with all applicable requirements of the Escondido Zoning Code and requirements of the Planning Department, Director of Building, Engineering Services Department, and the Fire Chief. Approval of this request shall not waive compliance with any sections of the Municipal Code and all other applicable City regulations in effect at the time of Building Permit issuance unless specifically waived herein.
2. If blasting occurs, verification of a San Diego County Explosive Permit and a policy or certificate of public liability insurance shall be filed with the Fire Chief and City Engineer prior to any blasting within the City of Escondido.
3. Access for use of heavy fire fighting equipment as required by the Fire Chief shall be provided to the job site at the start of any construction and maintained until all construction is complete. Also, there shall be no stockpiling of combustible materials, and there shall be no foundation inspections given until on-site fire hydrants with adequate fire flow are in service to the satisfaction of the Fire Marshal.
4. The legal description attached to the application has been provided by the applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.
5. Prior to or concurrent with the issuance of building permits, the appropriate development fees and Citywide Facility fees shall be paid in accordance with the prevailing fee schedule in effect at the time of building permit issuance, to the satisfaction of the Director of Community Development.
6. All exterior lighting shall conform to the requirements of Article 1072, Outdoor Lighting (Ordinance No. 86-75). A copy of the lighting plan shall be included as part of the building plans, to the satisfaction of the Planning Division.
7. All project generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08). Mechanical parking lot sweeping and other noise generating outdoor maintenance activities

shall be restricted to daytime operational hours. The outdoor open space area identified for Memory Care shall incorporate appropriate noise attenuation walls/features based on a final noise study for the project to demonstrate compliance with the General Plan outdoor noise goals, to the satisfaction of the Director of Community Development.

8. As proposed, the buildings, architecture, color and materials, and the conceptual landscaping of the proposed development shall be in accordance with the staff report, exhibits, project Details of Request and conditions of approval, to the satisfaction of the Planning Division.
9. No signage is proposed or approved for this project. A separate sign permit would be required for any building signage in conformance with the City's Sign Ordinance. All proposed signage associated with the project must comply with the City of Escondido Sign Ordinance (Article 66) for non-residential properties in residential zones.
10. All roof mounted, ground-mounted or wall mounted mechanical equipment and devices must be screened from public views utilizing materials and colors that match the building in conformance with Zoning Code Section 33-1085, to the satisfaction of the Director of Community Development. The final building plans shall clearly indicate that all mechanical equipment and devices are properly screened. A cross section and roof plan shall be included (which details the location and height of all rooftop equipment) to demonstrate that the height of the roof element is sufficient to screen the mechanical equipment.
11. All retaining walls shall be constructed of decorative materials or incorporate a decorative finish, and matching cap. The existing retaining wall along the Reidy Creek drainage channel and northern boundary of the project site shall be finished with a suitable material/color to blend in with the surrounding environment and to discourage graffiti. The final material and colors shall be indicated on the building and landscape plans. Any proposed chain-link fencing shall be black clad vinyl coated. The location and design of any walls and fencing shall be noted on the building plans and the final landscape plans.
12. No structures shall be constructed in the adjacent creek and habitat area without approval of the Director of Community Development and with the appropriate permits from the resource agencies, as may be required. Activities in the creek and sensitive habitat areas shall be limited to: general maintenance of vegetation and any storm water/drainage features (including invasive species, trimming of trees), removal of trash and debris, graffiti, etc.
13. A minimum of 41 striped parking spaces shall be provided in conjunction with this development. 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. Parking for disabled persons shall be provided (including "Van Accessible" spaces) in full compliance with chapter 2-71, Part 2 of Title 24 of the State 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.
14. All grading and grading exemptions shall be in substantial conformance with the concept grading design and detail of request. Grading exemptions may vary by up to one foot in height based on the final grading/previse grading plan, to the satisfaction of the City Engineer.

15. The facility shall obtain and maintain a proper license from the State of California for the operation of a residential-care facility.
16. All new utilities shall be underground.
17. This Conditional Use Permit shall become null and void unless utilized 36 months of the effective date of the CUP.
18. The City of Escondido hereby notifies the applicant that State Law (AB 3158) effective January 1, 1991, 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 the "County Clerk," in the amount of \$2,404.75 for a project with a Negative Declaration. In addition, these fees include an additional authorized County administrative handling fee of \$50.00 (Total fee of \$2,404.75). Failure to remit the required fees in full within the specified time noted 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. In addition, Section 21089(b) of the Public Resources Code, and Section 711.4(c) of the Fish and Game Code provide that no project shall be operative, vested, or final until all the required filing fees are paid.
19. At any time after project implementation, the City may require a noticed public hearing to be scheduled before the Planning Commission to determine if there has been demonstrated a good faith intent to proceed in reliance on this approval. This item may be referred back to the Planning Commission upon recommendation of the Director of Community Development for review and possible revocation or modification of the Conditional Use Permit upon receipt of nuisance complaints regarding the facility or non-compliance with the Conditions of Approval.
20. The approval of the Conditional Use Permit is granted subject to the approval of the Final IS/MND and is subject to all project features and mitigation measures contained therein. The Applicant shall implement, or cause the implementation of the Final IS/MND Mitigation Monitoring and Reporting Program, provided in the Resolution as Exhibit "F" which is incorporated herein by reference as though fully set forth herein. The project shall be in compliance with all of the following mitigation measures:

Mitigation Measures

BIO-1:

Prior to the issuance of grading permits, impacts to non-native grassland shall be mitigated at a ratio of 0.5:1 and shall consist of 0.33 acres. Mitigation shall be provided by either (1) preservation of equivalent or better habitat at an off-site location via a covenant of easement or other method approved by the City to preserve the habitat in perpetuity, or (2) purchase of non-native grassland or equivalent habitat credits at an approved.

BIO-2:

No clearing, grubbing, grading, or other construction activities shall occur between February 15 and September 15, the raptor and migratory bird nesting season, unless a qualified biologist completes a pre-construction survey to determine if active nests are present or absent. If no active nests are present, then construction activities may proceed. If active raptor nests are present, no grading or removal of habitat shall take place within 300 feet of active nesting sites during the nesting/breeding season (February 15 through September 15).

The pre-construction survey must be conducted within 10 calendar days prior to the start of construction activities (including the removal of vegetation). The applicant shall submit the results of the preconstruction survey to the City for review and approval prior to initiating any construction activities.

BIO-3

Vegetation clearing or brushing shall occur outside of the typical breeding season for raptors and migratory birds (February 15 to September 15). If this is not possible, then a qualified biologist shall conduct a survey for nesting birds no more than five calendar days prior to construction to determine the presence or absence of nests on the project site. The applicant shall submit the results of the pre-construction survey to the City for review and approval prior to initiating any construction activities. No construction activities shall occur within 300 feet of tree dwelling raptor nests, or within 800 feet of ground dwelling raptor nests, until a qualified biologist has determined that they are no longer active or that noise levels will not exceed 60 dB(A) Equivalent Energy Level (Leq) at the nest site. Alternatively, noise minimization measures such as noise barriers shall be constructed to bring noise levels to below 60 dB(A) Leq, which will reduce the impact to below a level of significance.

BIO-4

During construction activities, the construction contractor shall ensure that the limits of grading are flagged or marked with silt fencing prior to grading to prevent indirect impacts to the adjacent Reidy Creek and sensitive riparian habitat. Prior to grading, a qualified biologist shall review the flagging and silt fencing and during grading the qualified biologist shall monitor the limits of clear and grub and grading activities. Monitoring shall be conducted on an as needed basis as determined by the qualified biologist.

BIO-5

If it is determined that the proposed project cannot avoid the jurisdictional features on the project site and would result in significant impacts to jurisdictional waters, regulatory permits will be required to be obtained prior to project construction. To comply with the state and federal regulations for impacts on jurisdictional wetland features/resources, the following permits will be required to be obtained, or verified that they are not required: USACE 401 Permit, RWQCB 404 Permit (in accordance with Section 404 and 401 of the Clean Water Act [CWA]), and a CDFW Streambed Alteration Agreement under Section 1600 of California Fish and Game Code (CFG). Mitigation to offset the impacts to Waters of the U.S. and State will be implemented in accordance with these regulatory permit conditions.

CUL-1

If subsurface deposits believed to be cultural or human in origin are discovered during construction, then all work must halt within a 50-foot radius of the discovery. An on-site archaeological monitor or Principal Investigator, meeting the Secretary of the Interior's Professional Qualification Standards for prehistoric and historic archaeology, shall be retained and afforded a reasonable amount of time to evaluate the significance of the find. Work cannot continue at the discovery site until the archaeologist conducts sufficient research and data collection to make a determination that the resource is either 1) not cultural in origin; or 2) not potentially significant or eligible for listing on the NRHP or CRHR. If a potentially-eligible resource is encountered, then the archaeologist, lead agency, and project proponent shall arrange for either 1) total avoidance of the resource, if possible; or 2) test excavations to evaluate eligibility and, if eligible, total data recovery as mitigation. The determination shall be formally documented in writing and submitted to the lead agency as verification that the provisions in CEQA/NEPA for managing unanticipated discoveries have been met.

CUL-2

In the event that evidence of human remains is discovered, construction activities within 50 feet of the discovery will be halted or diverted, and the requirements above will be implemented. Depending on the occurrence, a larger radius may be necessary and will be required at the discretion of the on-site archaeologist. In addition, the provisions of Section 7050.5 of the California Health and Safety Code, Section 5097.98 of the California Public Resources Code, and Assembly Bill 2641 will be implemented. When human remains are discovered, state law requires that the discovery be reported to the County Coroner (Section 7050.5 of the Health and Safety Code) and that reasonable protection measures be taken during construction to protect the discovery from disturbance (AB 2641). If the Coroner determines the remains are Native American, the Coroner notifies the Native American Heritage Commission, which then designates a Native American Most Likely Descendant (MLD) for the project (Section 5097.98 of the Public Resources Code). The MLD may not be the same person as the tribal monitor. The designated MLD then has 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains (AB 2641). If the landowner does not agree with the recommendations of the MLD, the NAHC can mediate (Section 5097.94 of the Public Resources Code). If no agreement is reached, the landowner must rebury the remains in situ, or in a secure location in close proximity to where they were found, where they will not be further disturbed (Section 5097.98 of the Public Resources Code). This will also include either recording the site with the NAHC or the appropriate Information Center; using an open space or conservation zoning designation or easement; or recording a document with the county in which the property is located (AB 2641).

NOI-1

Temporary Construction Barrier. In order to reduce the temporary noise impact from construction along the norther property boundary adjacent to residential development, a temporary noise barrier is required (as detailed in Figure 9b, page 24 of the acoustical assessment, dated October 9, 2018 revised). The barrier would be constructed out of min. 5/8-inch plywood with no gaps, that would span the length of the adjacent property boundary, and would have a minimum height of six feet above the project grade. The barrier shall be installed prior to grading operations on the site. The barrier shall be installed prior to grading operations on the site.

NOI-2

Construction Notification. The construction contractor shall provide written notification to all residences located within 75 feet of the proposed construction activities at least three weeks prior to the start of construction activities, informing them of the estimated start date and duration of daytime vibration-generating construction activities. This notification shall include information about the potential for nuisance vibration. The City shall provide a phone number for the affected residences to call if they have concerns about construction-related vibration.

NOI-3

Vibration Best Management Practices. For construction activities within 75 feet of residences along the northern project boundary, the construction contractor shall implement the following measures during construction:

1. Stationary sources, such as temporary generators, shall be located as far from nearby vibration-sensitive receptors as possible.
2. Trucks shall be prohibited from idling along streets serving the construction site where vibration-sensitive receptors are located.
3. Demolition, earthmoving, and ground-impacting operations shall be phased so as not to occur in the same time period.

TCUL-1

It is recommended the City of Escondido Planning Division ("City") enter into a Tribal Cultural Resource Treatment and Monitoring Agreement (also known as a preexcavation agreement) with a tribe(s) that is traditionally and culturally affiliated with the Project Location ("TCA Tribe") prior to issuance of a grading permit. The purposes of the agreement are (1) to provide the applicant with clear expectations regarding tribal cultural resources; and (2) to formalize protocols and procedures between the City and the TCA Tribe for the protection and treatment of, including but not limited to, Native American human remains; funerary objects; cultural and religious landscapes; ceremonial items; traditional gathering areas; and cultural items located and/or discovered through a monitoring program in conjunction with the construction of the proposed project, including additional archaeological surveys and/or studies, excavations, geotechnical investigations, grading, and all other ground disturbing activities.

TCUL-2

Prior to issuance of a grading permit, the City shall retain a qualified archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for archaeology (U.S. Department of the Interior, 2008), and a Native American monitor(s) associated with a TCA Tribe(s) to implement the monitoring program. The archaeologist shall be responsible for coordinating with the Native American monitor(s). This verification shall be presented to the City in a letter from the project archaeologist that confirms the selected Native American monitor(s) is associated with a TCA Tribe(s). The City, prior to any pre-construction meeting, shall approve all persons involved in the monitoring program.

TCUL-3

The qualified archaeologist and a Native American monitor(s) shall attend the pre-grading meeting with the grading contractors to explain and coordinate the requirements of the monitoring program.

TCUL-4

During the initial grubbing, site grading, excavation or disturbance of the ground surface, the qualified archaeologist, or an archaeological monitor working under the direct supervisor of the qualified archaeologist, and the Native American monitor(s) shall be on site full-time. If imported fill materials, or fill used from other areas of the project site, are to be incorporated at the project site, those fill materials shall be absent of any tribal cultural resources. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of cultural resources that qualify as historical, unique archaeological, and/or tribal cultural resources. Archaeological and Native American monitoring will be discontinued when the depth of grading and soil conditions no longer retain the potential to contain cultural deposits. The qualified archaeologist, in consultation with the Native American monitor(s), shall be responsible for determining the duration and frequency of monitoring.

TCUL-5

the event that previously unidentified cultural resources that qualify as historical, unique archaeological, and/or tribal cultural resources are discovered, the qualified archaeologist and the Native American monitor(s) shall have the authority to temporarily divert or temporarily halt ground disturbance operation in the area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so the monitored grading can proceed.

TCUL-6

If a cultural resource is discovered that may qualify as a historical, unique archaeological, and/or tribal cultural resource, the qualified archaeologist shall notify the City of said discovery, and shall conduct consultation with TCA tribe(s) to determine the most appropriate mitigation. The qualified archaeologist, in consultation with the City, the TCA Tribe and the Native American monitor(s), shall determine the significance of the discovered resource. Recommendations for the resource's treatment and disposition shall be made by the qualified archaeologist in consultation with the TCA Tribe and the Native American monitor(s) and be submitted to the City for review and approval.

TCUL-7

The avoidance and/or preservation of significant cultural resources that qualify as historical, unique archaeological, and/or tribal cultural resources must first be considered and evaluated as required by CEQA. Where any significant resources have been discovered and avoidance and/or preservation measures are deemed to be infeasible by the City, then a research design and data recovery program to mitigate impacts shall be prepared by the qualified archaeologist (using professional archaeological methods), in consultation with the TCA Tribe and the Native American monitor(s), and shall be subject to approval by the City. The archaeological monitor, in consultation with the Native American monitor(s), shall determine the amount of material to be recovered for an adequate artifact sample for analysis. Before construction activities are allowed to resume in the affected area, the research design and data recovery program activities must be concluded to the satisfaction of the City.

TCUL-8

If the qualified archaeologist elects to collect any archaeological materials that qualify as tribal cultural resources, the Native American monitor(s) must be present during any testing or cataloging of those resources. Moreover, if the qualified archaeologist does not collect the

archaeological materials that qualify as tribal cultural resources that are unearthed during the ground disturbing activities, the Native American monitor(s), may at their discretion, collect said resources and provide them to the TCA Tribe for respectful and dignified treatment in accordance with the Tribe's cultural and spiritual traditions. The project archaeologist shall document evidence that all cultural materials have been curated and/or repatriated as follows:

1.) It is the preference of the City that all tribal cultural resources be repatriated to the TCA Tribe as such preference would be the most culturally sensitive, appropriate, and dignified. Therefore, any tribal cultural resources collected by the qualified archaeologist shall be provided to the TCA Tribe. Evidence that all cultural materials collected have been repatriated shall be in the form of a letter from the TCA Tribe to whom the tribal cultural resources have been repatriated identifying that the archaeological materials have been received.

OR

2.) Any tribal cultural resources collected by the qualified archaeologist shall be curated with its associated records at a San Diego curation facility or a culturally-affiliated Tribal curation facility that meets federal standards per 36 CFR Part 79, and, therefore, would be professionally curated and made available to other archaeologists/ researchers for further study. The collection and associated records, including title, shall be transferred to the San Diego curation facility or culturally affiliated Tribal curation facility and shall be accompanied by payment of the fees necessary for permanent curation. Evidence that all cultural materials collected have been curated shall be in the form of a letter from the curation facility stating the prehistoric archaeological materials have been received and that all fees have been paid.

TCUL-9

Prior to the release of the grading bond, a monitoring report and/or evaluation report, if appropriate, which describes the results, analysis and conclusion of the archaeological monitoring program and any data recovery program on the project site shall be submitted by the qualified archaeologist to the City. The Native American monitor(s) shall be responsible for providing any notes or comments to the qualified archaeologist in a timely manner to be submitted with the report. The report will include California Department of Parks and Recreation Primary and Archaeological Site Forms for any newly discovered resources.

Landscaping

1. Detailed landscape and irrigation plan(s) shall be submitted to the Engineering Services Department in conjunction with the submittal of the Grading and Improvement Plans, and shall be equivalent or superior to the concept plan attached as exhibit(s) in the staff report(s). A plan check fee of will be collected at the time of submittal. The required landscape and irrigation plan(s) shall comply with the provisions, requirements and standards in the City's Landscape Standards 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.
2. The landscaping plan shall include specimen sized evergreen trees, to the satisfaction of the Planning Division. Root barriers shall be provided in accordance with the Landscape Ordinance.

3. The landscape design for the storm water basins shall be a visual amenity for the project to include an appropriate variety of plants and features.
4. The parking landscaping along Centre City Parkway shall be designed and installed in accordance with the Centre City Parkway landscape design guidelines. The parkway landscaping and irrigation, along with any off-site walls and slopes created by the project shall be permanently maintained by the facility.
5. The rear (eastern) portion of the site shall be landscaped with a combination of specimen-sized trees, shrubs and ground cover to provide an appropriate passive and active open space areas for the residents. This area also shall include amenities for the residents such as benches, gathering spaces and shade structures.
6. The northeastern area of the site shall include specimen sized trees and dense landscaping/shrubs to provide appropriate shielding and buffer area of the site to the adjacent residential property to the north. A solid wall/fence (up to six feet in height) shall be constructed along a portion of the northern property boundary to provide appropriate barrier between the site and trash enclosure area to the adjacent residential property to the north.
7. All landscaping shall be permanently maintained in a flourishing manner. All irrigation shall be maintained in fully operational condition.
8. All manufactured slopes, or slopes cleared of vegetation shall be landscaped within thirty (30) days of completion of rough grading. If, for whatever reason, it is not practical to install the permanent landscaping, then an interim landscaping solution may be acceptable. The type of plant material, irrigation and the method of application shall be to the satisfaction of the Planning Division and City Engineer.
9. Prior to occupancy, all required landscape improvements shall be installed and all vegetation growing in an established, flourishing manner. The required landscaped areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan.
10. The installation of the landscaping and irrigation shall be inspected by the project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.

ENGINEERING CONDITIONS OF APPROVAL

GENERAL

1. As surety for the construction of required off-site and/or on-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the developer with the City of Escondido prior to grading plan approval.
2. The developer/applicant shall submit 3 copies of the final site plan revised to reflect the final Engineering Conditions of Approval to the Planning Department for approval and Certification. One copy of this approved Certified Site Plan must be included with the first submittal of final engineering plans to the Engineering Department.

STREET IMPROVEMENTS AND TRAFFIC

1. Public street improvements shall be designed in compliance with the City of Escondido Design Standards and requirements of the City Engineer. Private driveway opening and drive aisles shall be designed in accordance with the requirements of the City Engineer, Fire Marshal, and Planning Director.
2. The developer shall construct frontage public improvements on Centre City Parkway to City's Design Standards. Frontage improvements shall include extending the existing Iris Lane northbound trap right lane (63' from centerline) along the project frontage, constructing the deceleration lane (60' from centerline), and transitional improvements to join existing edge of pavement to the south per the City's CCP driveway opening criteria and to the satisfaction of the City Engineer.
3. The project driveway approach on Centre City Parkway shall be designed as a street intersection with curb returns, and triangular island, with a minimum throat width of twenty-six (26) feet, per the City's CCP driveway opening criteria and to the satisfaction of the City Engineer.
4. Adequate horizontal sight distance shall be provided at all street intersections and driveway entrances. Increased parkway widths, open space easements, and restrictions on landscaping may be required at the discretion of the City Engineer.
5. The developer shall be required to design an off-site and on-site signing and striping plan that includes signage and striping per the current California MUTCD for the bike lanes, right turn traps lanes, project entrance/exit left turn restrictions, and to the satisfaction of the Traffic Engineer. The developer's contractor shall complete all necessary removal of existing striping and signage and shall install all new signing and striping per the approved plans and as directed by the Field Engineer.
6. The developer may be responsible for an overlay of Centre City Parkway due to the many utility trenches necessary to serve this project. The determination of the extent of the overlay shall be to the satisfaction of the City Engineer.

7. The developer shall be required to construct two LED street lights in accordance with Escondido Standard Drawing No. E-1-E on Centre City Parkway at the project entrance and at the southerly property line.
8. If site conditions change adjacent to the proposed development prior to completion of the project, the developer shall 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.
9. The developer shall be required to provide a detailed detour and traffic control plan, for all construction within existing right-of-way, to the satisfaction of the Traffic Engineer and the Field Engineer. This plan shall be approved prior to issuance of an Encroachment Permit for construction within the public right-of-way.
10. 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.

An engineered improvement plan is required for all public improvements (unless only sidewalks, driveways and/or streetlights are required). The developer shall post security for these improvements and an improvement plan shall be approved by the City of Escondido prior to issuance of any building permits. All required improvements shall be constructed prior to final acceptance of subject construction by the City.

GRADING

1. A site grading and erosion control plan shall be approved by the Engineering Department prior to issuance of building permits. The project shall conform with the City of Escondido's Storm Water Management Requirements. Both Construction BMPs and Permanent Treatment BMPs shall be provided for the project.
2. A site landscaping and irrigation plan shall be submitted with the first submittal of the grading plan to the Engineering Dept.
3. The project owner will be responsible to implement best management practices to prevent storm water pollution in accordance with the approved Erosion Control Plan, CASQA guidelines and City of Escondido Municipal Code during all phases of project construction to the satisfaction of the City Engineer.
4. A Final Storm Water Quality Management Plan (SWQMP) in compliance with the City's latest adopted Storm Water Design Manual (BMP Manual) shall be prepared for all onsite improvements, newly created impervious frontage, and required offsite improvements and submitted for approval together with the final improvement and grading plans. The Storm Water Quality Management Plan shall include hydro-modification calculations (if applicable), treatment calculations, post-construction storm water treatment measures and maintenance requirements.

5. The developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance.
6. The owner or association shall be responsible for maintenance of Treatment BMPs in the public right-of-way intended for treatment of the Centre City Parkway frontage public improvements.
7. The project owner shall be responsible for design and construction of all permeable surfaces proposed for the project to the specifications of the version of the County of San Diego Green Streets manual approved by the County of San Diego at the time the grading permits are issued. All permeable surfaces within the project footprint that are subject to vehicular traffic shall be designed for H2O loading.
8. The project owner shall perpetually maintain all permeable surfaces in accordance to the standards established by the County of San Diego Green Streets manual in effect at the time the grading permits are issued. The City shall have the right to inspect all permeable surfaces as needed to ensure they function as designed. City shall have the right to require qualified third party testing at the property owner's expense when surface failure is suspected. Contractor qualifications are outlined in the County of SD Green Streets manual. The project owner will be required to repair or reinstall the permeable surface for all failing surfaces to County of SD Green Streets manual standards in place at the time of the grading permit. In the event of failure to maintain the permeable pavers system that result in not functioning as designed, the project owner will be responsible to replace the pervious pavers system with an alternate method of storm water treatment system that complies with the City's Storm Water Design Manual in place at the time the grading permit is issued.
9. All private driveways and parking areas shall be paved with a minimum of 3" AC over 6" of AB or 5 1/2" PCC over 6" AB. All paved areas exceeding 15% slope or less than 1.0% shall be paved with PCC.
10. All retaining walls shall be reconstructed on private property and maintained by the owner. The proposed segmental and cmu retaining wall system shall include the following: Six (6) copies of the retaining wall calculations stamp and signed with expiration date from a licensed engineer. Wall details and retaining wall profiles shall be shown on the grading plans. Three (3) copies of the project soils report. Copy of the retaining wall system Design Manual.
11. The on-site trash enclosure shall drain toward the landscaped area and include a solid roof over the enclosure in accordance with the City's Storm Water Management requirements and to the satisfaction of the City Engineer.
12. Cut slope setbacks must be of sufficient width to allow for construction of all necessary screen walls and/or brow ditches.
13. A Construction General Permit is required from the State Water Resources Control Board for all storm water discharges associated with a construction activity where clearing, grading and excavation results in a land disturbance of one or more acres.

*All site grading and erosion control plans shall be prepared by a Registered Civil Engineer. A separate submittal to the Engineering Department is required for the site grading and erosion control plans. Plans will **not** be forwarded from the Building Department.*

DRAINAGE

1. Final on-site and off-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a drainage study to be prepared by the engineer of work. The drainage study shall be in conformance with the City of Escondido Design Standards and Storm Water Management Requirements.
2. All on-site storm drain run-off shall be directed toward an approved storm water treatment facility prior to discharging into the street or approved drainage course in accordance with the approved Storm Water Quality Management Plan.
3. Downspouts of the building shall be directed to landscaping to allow the infiltration of runoff into the ground. Where feasible, runoff from the hardscape areas shall be directed to landscaped areas to allow infiltration into the ground.

WATER SUPPLY

1. Fire hydrants together with an adequate water supply shall be installed at locations approved by the Fire Marshal.
2. This project is located within the Rincon Del Diablo Municipal Water District. It will be the developer's responsibility to make all arrangements with the Rincon District as may be necessary to provide water service for domestic use and fire protection.

RECYCLED WATER

1. The developer may be required to enter into an agreement with Rincon Del Diablo Municipal Water District for the use of reclaimed water for irrigation of major common areas when recycled water is available.

SEWER

1. The existing public sewer main that currently located within the project site shall be field verified by the project engineer. The actual location of the sewer shall be shown on the site plan. The project plans shall keep the existing sewer line and easement free of any encroachment by the project improvements of propose relocation of the existing sewer to the satisfaction of the Utilities Engineer. Access to the existing or proposed sewer shall be provided to the satisfaction of the City Engineer. A public sewer main extension may be required to provide sewer service. Construction of the sewer main shall be in accordance with the Standards and specifications of the City Escondido.
2. The developer shall be required to replace the existing sewer pipeline within the proposed slope with C900 pipe. The developer shall provide an all-weather access road (suitable for use by maintenance vehicles) to all sewer mainlines and manholes within the easement.

3. The developer, through his engineer, shall verify the location of all public utility easements within this project and shall verify that public utilities are within these easements.
4. Sewer laterals shall be six (6) inch PVC minimum with a standard clean-out at the right-of-way and/or easement line per standard drawing S-2-E and at all angle points, and shall be designed and constructed per the current UPC. If the existing sewer lateral is less than 6 inches, then it shall be replaced with a minimum 6" sewer lateral in accordance with City Standards.
5. Any new development whose wastewater discharge may contain pollutants not normally found or in concentrations in excess of those normally found in domestic wastewater shall require a wastewater discharge permit according to the Escondido Municipal Code, Chapter 22, Article 8. New users shall apply at least ninety (90) days prior to connecting to or contributing to the City's wastewater system and a permit must be obtained prior to commencement of any discharge to the system.

EASEMENTS AND DEDICATIONS

1. The developer shall grant the necessary public utilities, open space, and drainage easement over the section of Reidy Creek that is located within the project site to the satisfaction of the City Engineer.
2. Necessary public utility easements (for sewer) shall be granted to the City. The minimum easement width is 20 feet. Easements with additional utilities shall be increased accordingly.

Material necessary for processing a dedication or easement shall include: a current grant deed or title report, a legal description and plat of the dedication or easement signed and sealed by a person authorized to practice land surveying (document size) and traverse closure tapes. The City will prepare all final documents.

FEES

1. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public to private property and improvements, install new BMP's, and stabilize and/or close-up a non-responsive of abandoned project. Any moneys used by the City for clean-up or damage will be drawn from this security. The remaining portion of this clean-up security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, drainage, retaining wall, landscaping, and best management practices item of work with a minimum of \$5,000 up to a maximum of \$50,000, unless a higher amount is deemed necessary by the Director of Engineering Services.

UTILITY UNDERGROUNDING AND RELOCATION

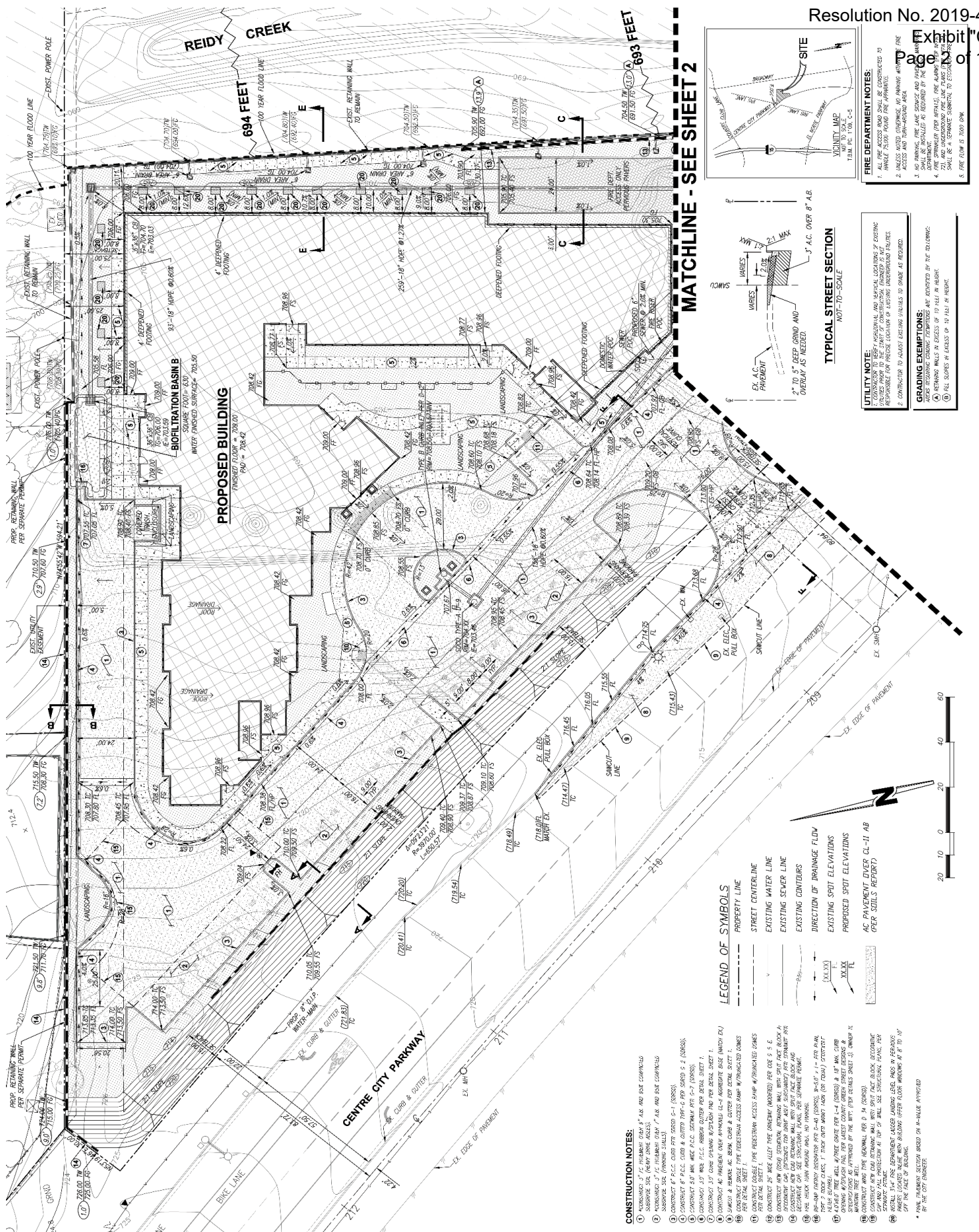
1. All existing overhead utilities within the property boundary or along fronting streets shall be relocated underground as required by the Utility Undergrounding Ordinance. The developer may request a waiver of this condition by writing a letter to the City Engineer explaining his/her

reasons for requesting the waiver. The developer will be required to pay a waiver fee as adopted by City Council resolution.

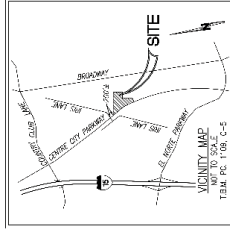
2. The developer shall sign a written agreement stating that they have made all such arrangements as may be necessary to coordinate and provide utility construction, relocation and undergrounding. All new utilities shall be constructed underground.

SURVEYING AND MONUMENTATION

1. All property corners shall be monumented by a person authorized to practice land surveying and a Record of Survey Map (or Corner Record if appropriate) shall be recorded.

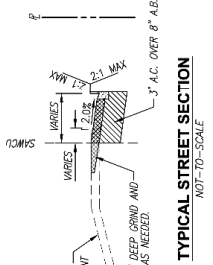


MATCHLINE - SEE SHEET 2



FIRE DEPARTMENT NOTES:

1. ALL FIRE ACCESS ROADS SHALL BE CONSTRUCTED TO HANDLE FUTURE FLOOD FIRE APPROVALS.
2. MAXIMUM WALKWAY WIDTHS OF 10 FEET SHALL BE MAINTAINED THROUGHOUT THE PROJECT.
3. ALL PARKING SPACES SHALL BE CONSTRUCTED TO ACCOMMODATE FIRE TRUCKS AND EMERGENCY VEHICLES.
4. FIRE DEPARTMENT SHALL BE NOTIFIED OF ANY CHANGES TO THE PROJECT THAT MAY AFFECT FIRE ACCESS OR SAFETY.
5. ALL CONSTRUCTION SHALL BE SUBJECT TO THE FIRE DEPARTMENT'S REVIEW AND APPROVAL.
6. FIRE DEPARTMENT SHALL BE NOTIFIED OF ANY CHANGES TO THE PROJECT THAT MAY AFFECT FIRE ACCESS OR SAFETY.



UTILITY NOTES:

1. ALL UTILITIES SHALL BE LOCATED AND DEPTH VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. UNDETECTED UTILITIES SHALL BE REVEALED AND DEPTHS VERIFIED BY THE CONTRACTOR.
2. CONTRACTOR TO ADJUST EXISTING UTILITIES TO GRADE AS REQUIRED.

GRADING EXEMPTIONS:

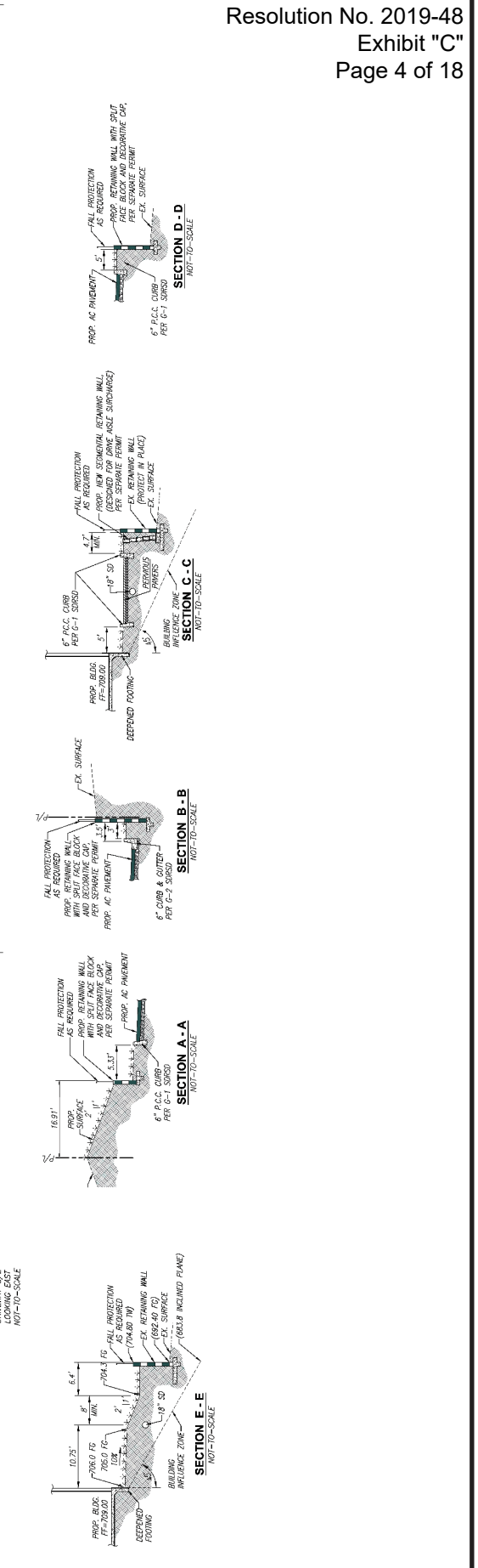
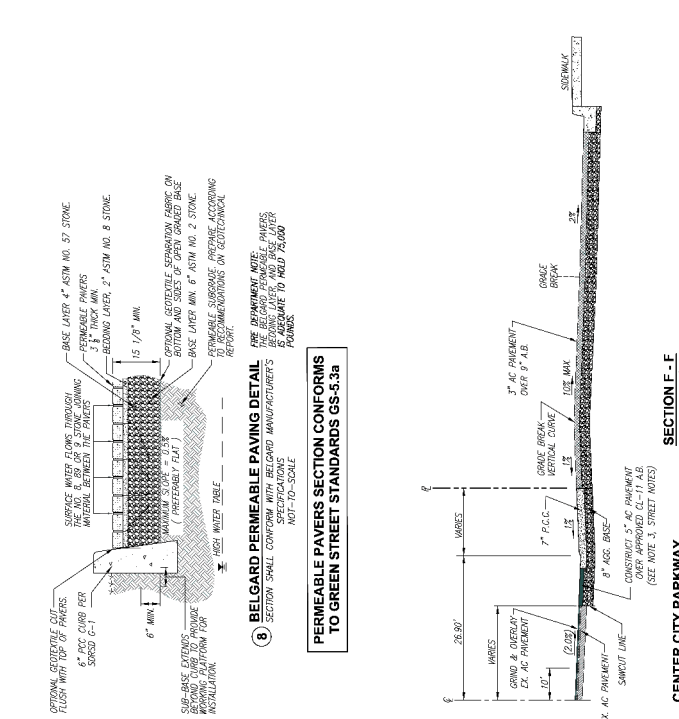
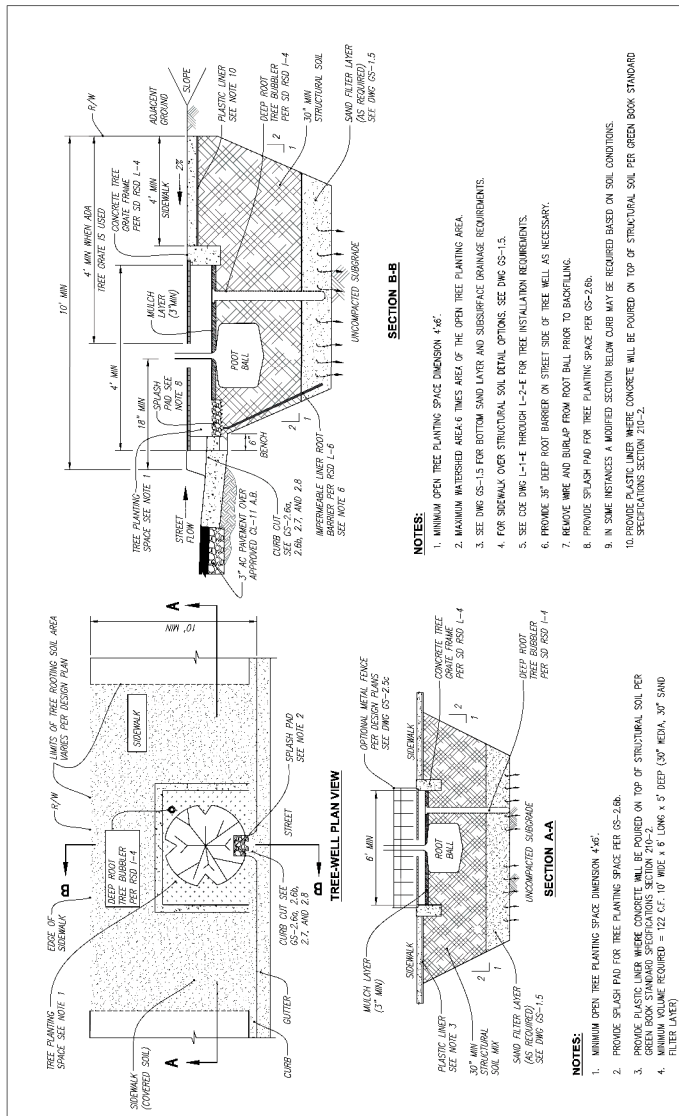
- (A) RETAINING WALLS TO EXISTING GRADE.
- (B) ALL SLOPES OF EXISTING GRADE.
- (C) ALL SLOPES OF EXISTING GRADE.

LEGEND OF SYMBOLS

- PROPERTY LINE
- STREET CENTERLINE
- EXISTING WATER LINE
- EXISTING SEWER LINE
- EXISTING CONTOURS
- DIRECTION OF DRAINAGE FLOW
- EXISTING SPOT ELEVATIONS
- PROPOSED SPOT ELEVATIONS
- AC PAVEMENT OVER CL-11 AB (PER SOIL'S REPORT)

CONSTRUCTION NOTES:

1. CONSTRUCT 6" R.C.C. CURB WITH 2" SLOPE TO 1" SLOPE.
2. CONSTRUCT 6" R.C.C. CURB WITH 2" SLOPE TO 1" SLOPE.
3. CONSTRUCT 6" R.C.C. CURB WITH 2" SLOPE TO 1" SLOPE.
4. CONSTRUCT 6" R.C.C. CURB WITH 2" SLOPE TO 1" SLOPE.
5. CONSTRUCT 6" R.C.C. CURB WITH 2" SLOPE TO 1" SLOPE.
6. CONSTRUCT 6" R.C.C. CURB WITH 2" SLOPE TO 1" SLOPE.
7. CONSTRUCT 6" R.C.C. CURB WITH 2" SLOPE TO 1" SLOPE.
8. CONSTRUCT 6" R.C.C. CURB WITH 2" SLOPE TO 1" SLOPE.
9. CONSTRUCT 6" R.C.C. CURB WITH 2" SLOPE TO 1" SLOPE.
10. CONSTRUCT 6" R.C.C. CURB WITH 2" SLOPE TO 1" SLOPE.
11. CONSTRUCT 6" R.C.C. CURB WITH 2" SLOPE TO 1" SLOPE.
12. CONSTRUCT 6" R.C.C. CURB WITH 2" SLOPE TO 1" SLOPE.
13. CONSTRUCT 6" R.C.C. CURB WITH 2" SLOPE TO 1" SLOPE.
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16. CONSTRUCT 6" R.C.C. CURB WITH 2" SLOPE TO 1" SLOPE.
17. CONSTRUCT 6" R.C.C. CURB WITH 2" SLOPE TO 1" SLOPE.
18. CONSTRUCT 6" R.C.C. CURB WITH 2" SLOPE TO 1" SLOPE.
19. CONSTRUCT 6" R.C.C. CURB WITH 2" SLOPE TO 1" SLOPE.
20. CONSTRUCT 6" R.C.C. CURB WITH 2" SLOPE TO 1" SLOPE.



PROPOSED PROJECT
PHG 17-0025





**PROPOSED PROJECT
PHG 17-0025**

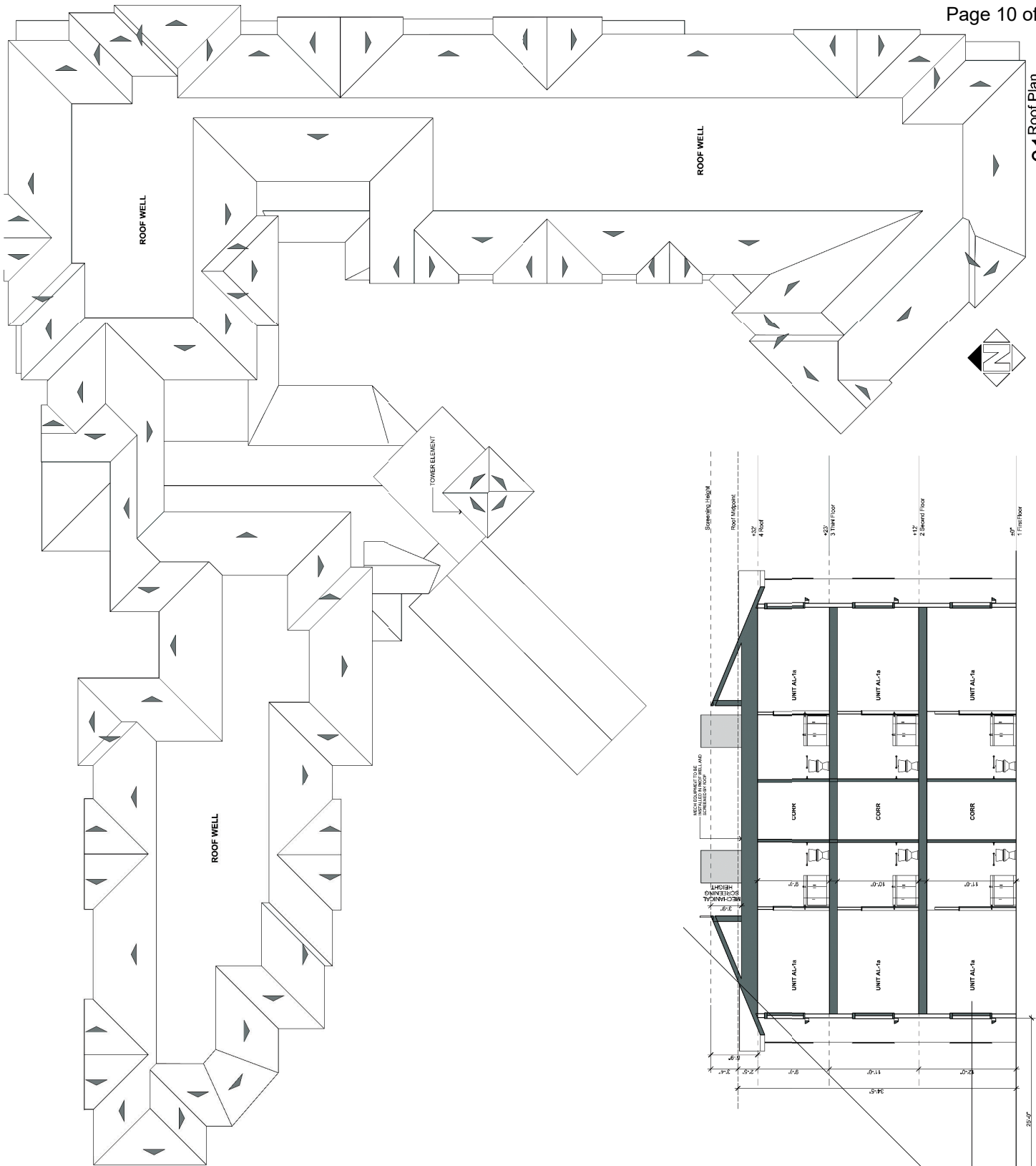




**PROPOSED PROJECT
PHG 17-0025**

FP

THIRD FLOOR PLAN



01 Roof Plan

04 SECTION A

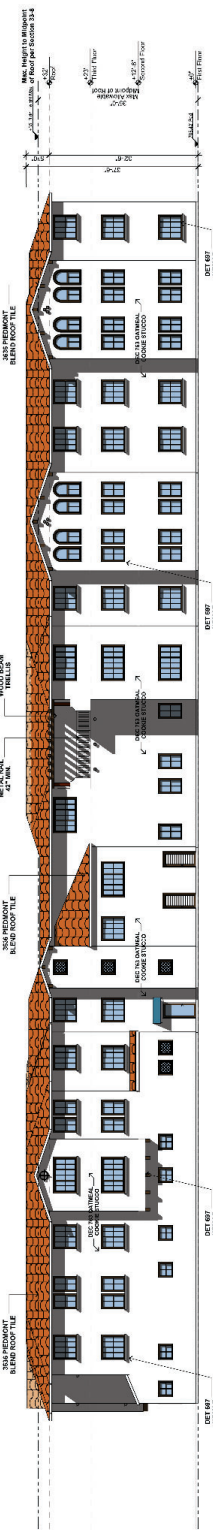
PROPOSED PROJECT
PHG 17-0025



ROOF PLAN



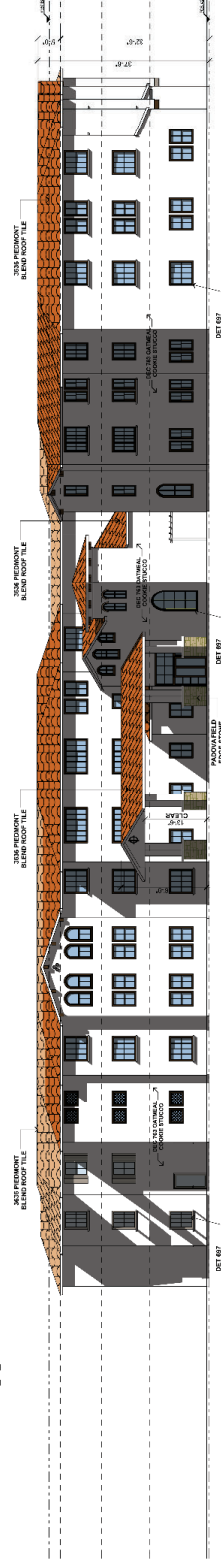
05 West Elevation



04 North Elevation



03 East Elevation



02 South Elevation

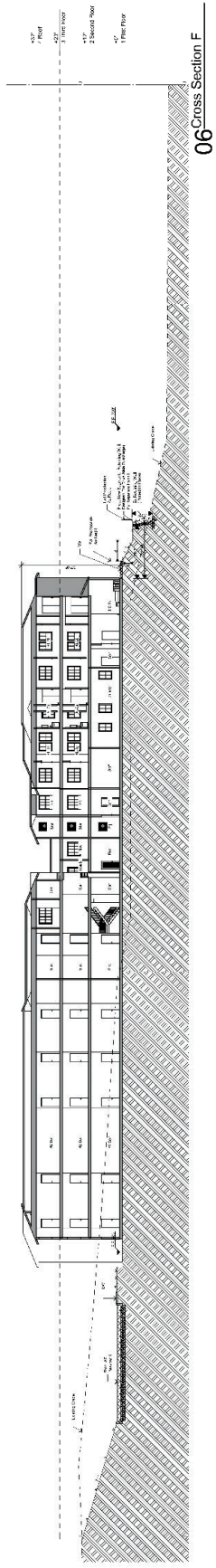


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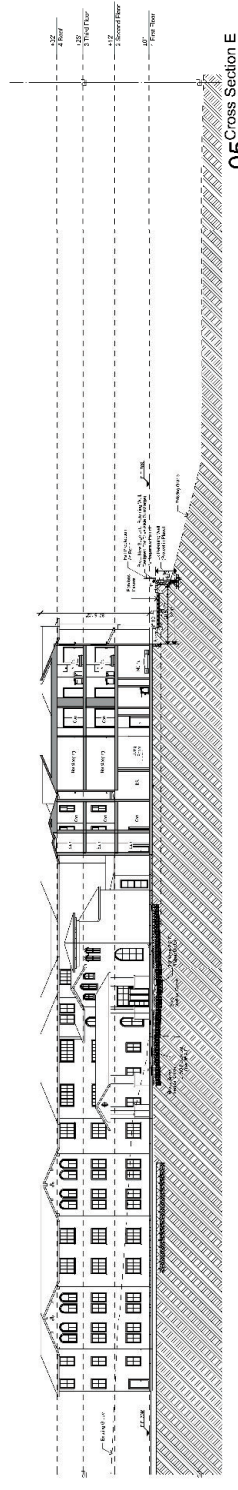
PROPOSED PROJECT
PHG 17-0025

EE

EXTERIOR ELEVATIONS



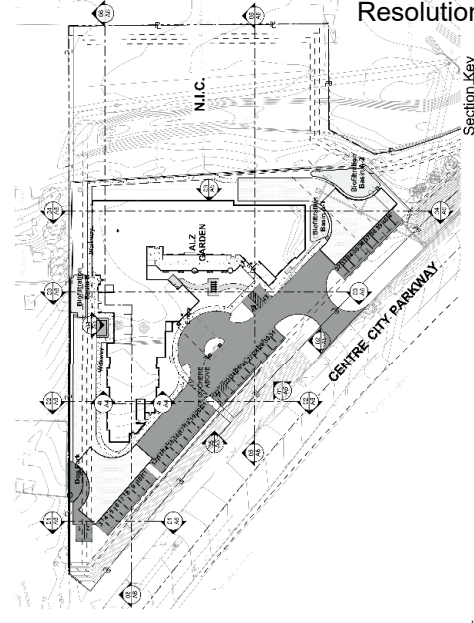
06 Cross Section F



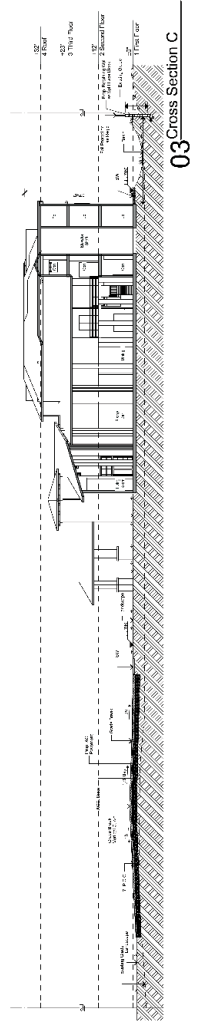
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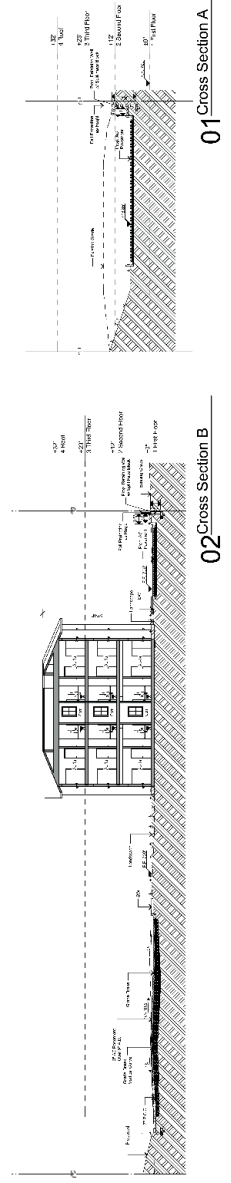
04 Cross Section D



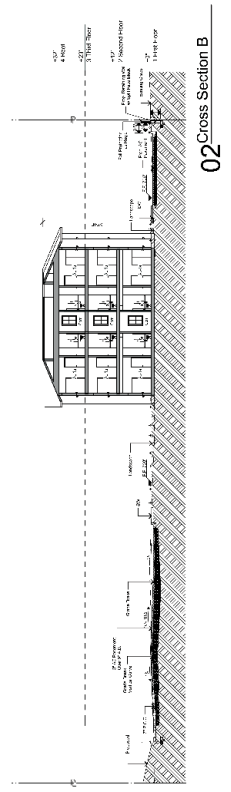
Section Key



03 Cross Section C



01 Cross Section A

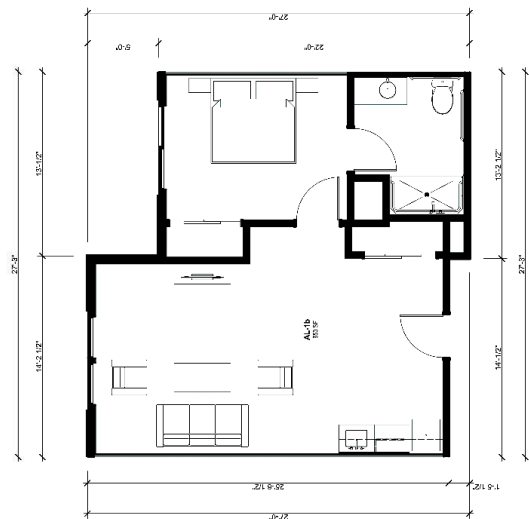
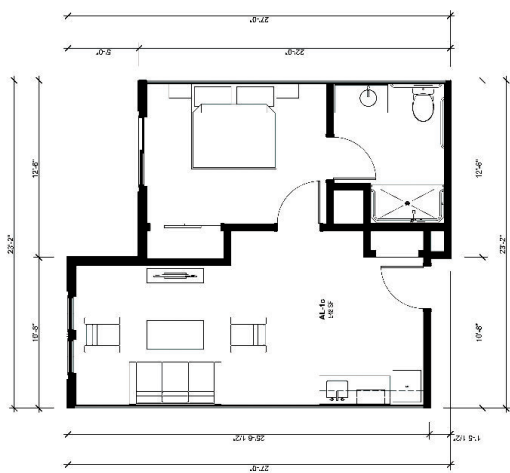
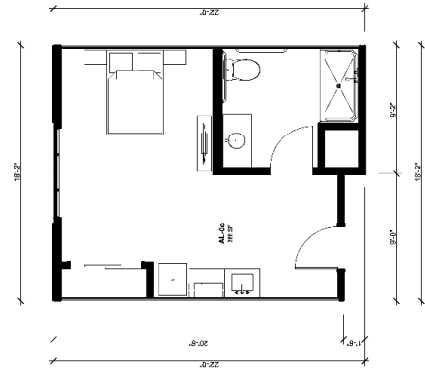
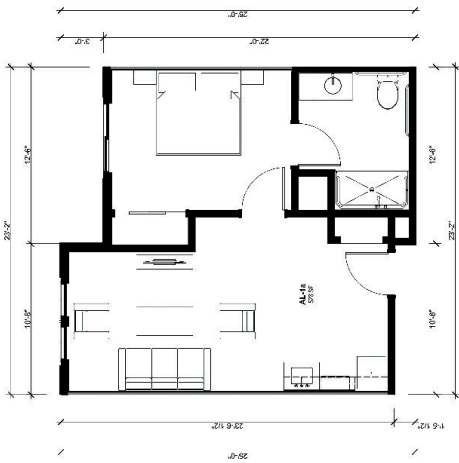
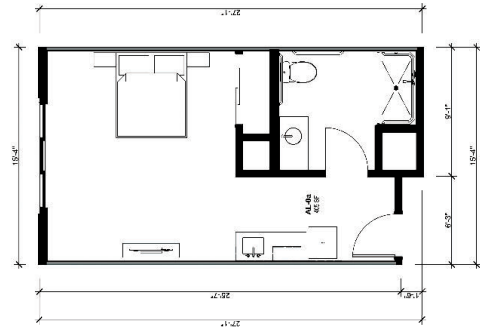
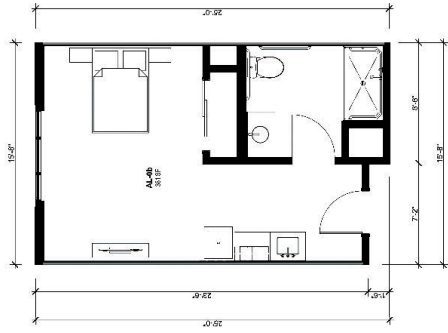


02 Cross Section B

**PROPOSED PROJECT
 PHG 17-0025**

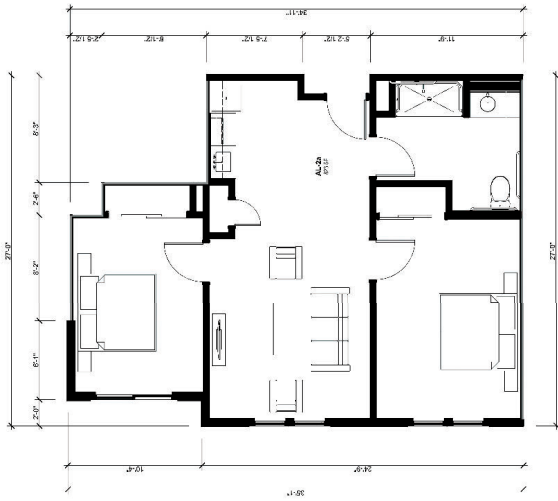


CROSS SECTION

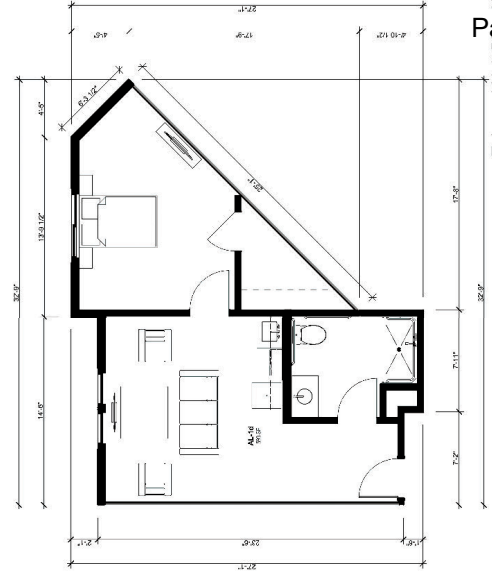


**PROPOSED PROJECT
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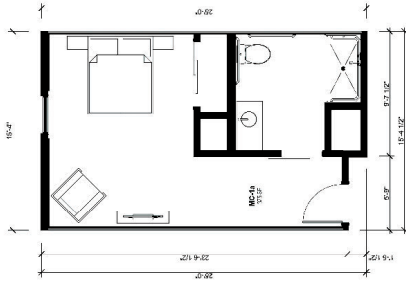




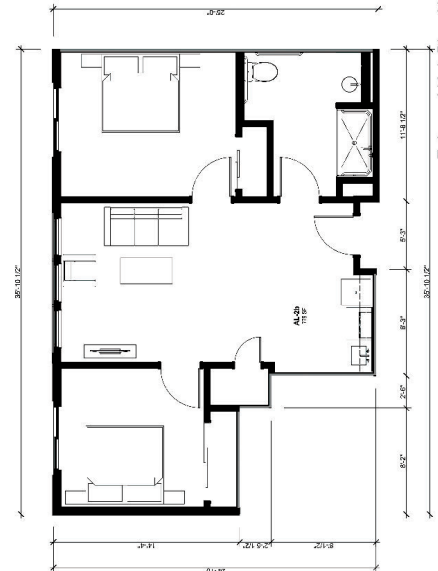
02 Enlarged Unit Plan 2a



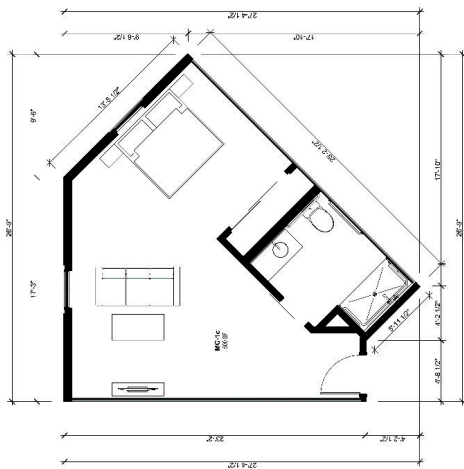
01 Enlarged Unit Plan 01



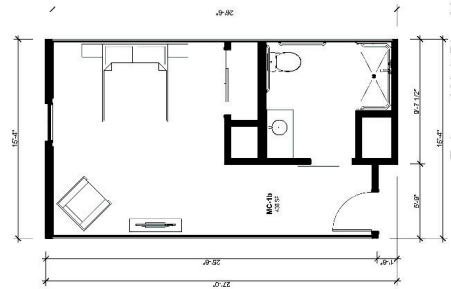
05 Enlarged Unit Plan MC-1a



04 Enlarged Unit Plan AL-2b



08 Enlarged Unit Plan MC-1c

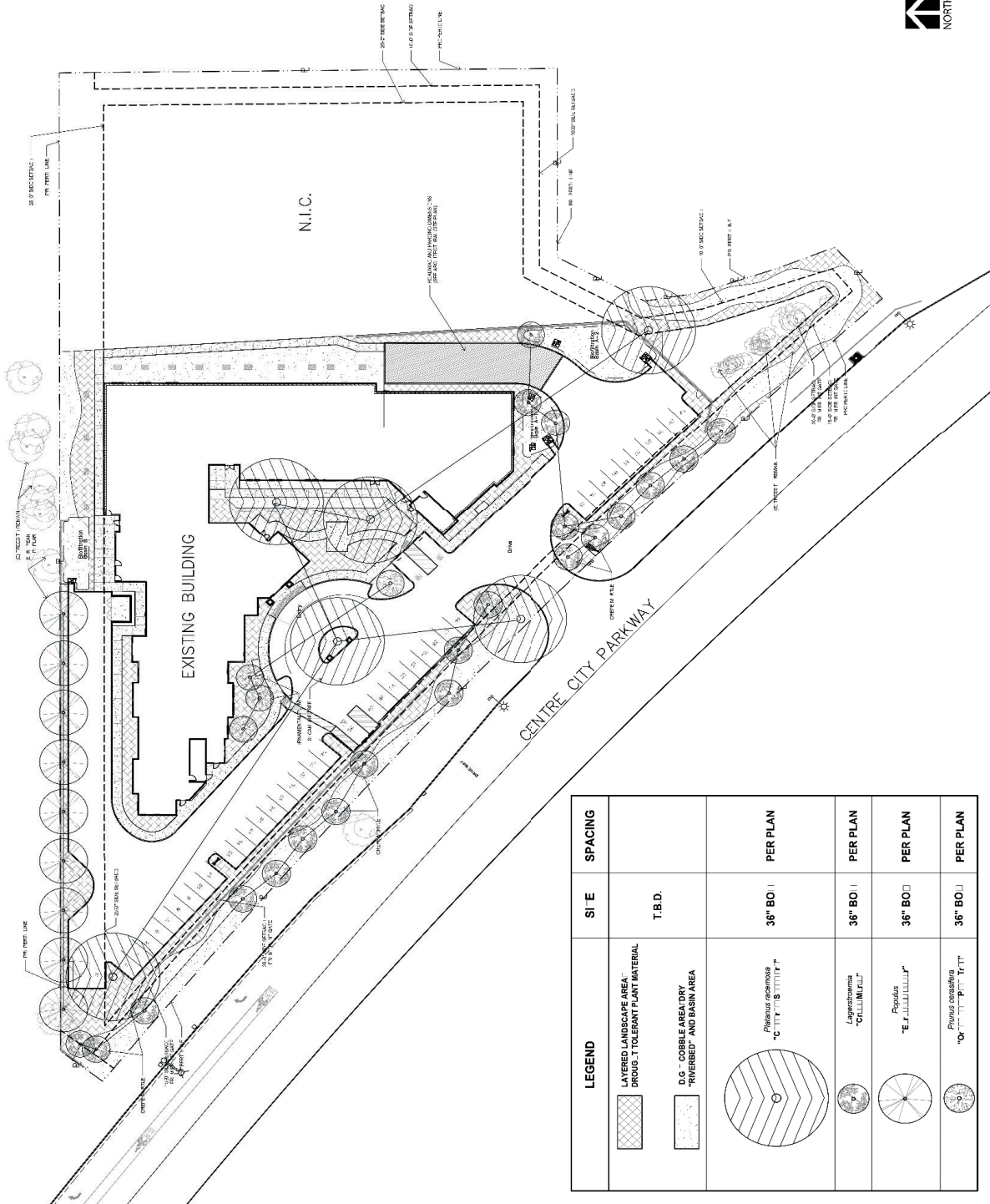


07 Enlarged Unit Plan MC-1b

PROPOSED PROJECT
PHG 17-0025



PICTURE	NAME
	LANTANA
	KANGAROO PAW
	CLEANOT RUS
	ICEBERG ROSE
	GA'ANIA MULTICOLOR
	RIVER BED
	<i>Pilea racemosa</i> "CELLULITE"
	<i>Lagotis</i> "E"
	<i>Panicum</i> "C"
	<i>Pilea racemosa</i> "CELLULITE"



LEGEND	SI E	SPACING
LAYERED LANDSCAPE AREA ORGANIC, TOLERANT PLANT MATERIAL	T.B.D.	
D.C. GREEN AREA "RIVERBED" AND BASIN AREA		
<i>Pilea racemosa</i> "CELLULITE"	36" BO	PER PLAN
<i>Lagotis</i> "E"	36" BO	PER PLAN
<i>Panicum</i> "C"	36" BO	PER PLAN
<i>Pilea racemosa</i> "CELLULITE"	36" BO	PER PLAN

**PROPOSED PROJECT
 PHG 17-0025**





**PROPOSED PROJECT
PHG 17-0025**

R

RENDERING



**PROPOSED PROJECT
PHG 17-0025**

R

RENDERING



**PROPOSED PROJECT
PHG 17-0025**

R

RENDERING

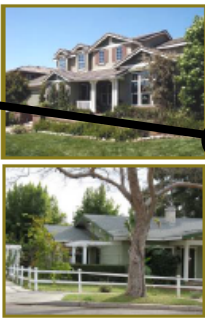



EXHIBIT "D"

PHG17-0025 General Plan Amendment Text Change

Page II-20, Figure II-6: Building Height for Suburban to include the following additional text (under Required Standards column, add below Building Height 1-2 stories):

"1-3 stories for non-residential structures"

Figure II-6
General Plan Land Use Designations

Land Use Designation	Required Standards: <i>Density and Design</i> <i>Minimum Lot Size</i> <i>Maximum Building Height</i> <i>(Also refer to policies)</i>	General Description of Uses	Recommended Urban Form Characteristics
Single Family Residential			
Suburban This designation applies to areas that generally surround the urbanized core of the community and accommodates single family detached homes on relatively large lots. Development clustering is permitted pursuant to General Plan Residential Clustering Policies			
Suburban 	Maximum densities allowed on the following slope categories: 0-25% - 3.3 du/ac; 25-35% - 1.5 du/ac; and 35%+ - 1 du/20 ac. Min lot size: 10,000 sf Building Height: 1-2 stories Street designs support pedestrian and bicycle use along with vehicular circulation Zoning: R-1-10 or higher	Single family homes with a traditional residential neighborhood character. 	<ul style="list-style-type: none"> ▪ Interconnected curvilinear street system facilitating traffic flow ▪ Community services and neighborhood parks within walking distance of local residents, where feasible ▪ Established street tree canopy providing shade and enhanced neighborhood character
Urban I This designation applies to residential areas of the main Escondido "valley floor" and accommodates single family detached homes on smaller urban lots. Development clustering is permitted pursuant to General Plan Residential Clustering Policies			
Urban I 	Maximum densities allowed: 5.5 du/ac; Min lot size: 6,000 sf Building Height: 1-3 stories Street designs support pedestrian and bicycle use along with vehicular circulation Zoning: R-1-9 or lower	Single family homes in a more urban, medium-density living environment, characteristic of much of Escondido. Mobile homes, patio homes, and zero-lot-line developments are also permitted. 	<ul style="list-style-type: none"> ▪ Highly interconnected linear street system facilitating traffic flow ▪ Community services and neighborhood parks within walking distance of local residents, where feasible ▪ Established street tree canopy providing shade and enhanced neighborhood character ▪ Range of housing types and design consistent with existing forms and patterns where appropriate ▪ Streets in older neighborhoods maintain limited curb cuts with rear, alley, and side garage access

Add Text

EXHIBIT "E"
FINAL IS/MND
PHG17-0025 AND ENV17-0007

Due to the number of pages of Exhibit E, a link has been provided to review the document electronically on the City's web site at.

<https://www.escondido.org/escondido-assisted-living.aspx>

A hardcopy of the Exhibit is available for review in the Office of the Planning Division during normal business hours. To obtain a copy, please contact the City Clerk at (760) 839-4617 or Planning Division at (760) 839-4671.

Note: The following documents are available under the link above:

- Draft IS/MND and technical documents
- Final IS/MND and technical documents
- Final corrected IS/MND (checklist and supplemental comments) with strikeout and bold/underlined text.

Mitigation Monitoring and Reporting Program (MMRP)

PROJECT NAME: Initial Study/Mitigated Negative Declaration for Escondido Assisted Living Facility (ENV17-0007)

PROJECT LOCATION: City of Escondido, CA, (approximately 3.48-acre parcel) addressed at 1802 N. Centre City Parkway (APN 226-190-2200).

PROJECT DESCRIPTION: A Conditional Use Permit for the development of an approximately 71,316 SF, three-story residential care facility; Grading Exemption(s) for retaining walls and fill slopes in excess of 10 feet in height; and a General Plan Amendment to allow structures up to three stories in height within the R-1-10 zone (Single-Family Residential, up to 10,000 sf min. lot size). The project includes 22 memory care and 74 assisted living units (totaling 96 beds) and 41 parking spaces. Access to the project would be provided by a single driveway fronting onto Centre City Parkway. Centre City Parkway is proposed to be widened across the project frontage to provide a transition lane for ingress and egress into the site. The existing creek along the eastern boundary of the proposed development area is proposed to be retained and preserved as a project feature. A Mitigated Negative Declaration (MND) has been prepared pursuant to CEQA and provides an analysis of potential impacts from the proposed project.

APPLICANT/CONTACT PERSON: Tigg Mitchell, The Mitchell Group

PHONE NUMBER/Email: (619) 993-7089; tigg@themitchellgroup.us

ASSOCIATED CASE NO.: ENV 17-0007 and PHG 17-0025

APPROVAL BODY/DATE: _____

PROJECT MANAGER: Jay Paul, Planning Division
(760) 839-4537
jpaul@escondido.org

Phase at which the Mitigation Measures are to be implemented

Prior to issuance grading and development

Mitigation Measure	Description	Identification No. Location in Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
Biological Resources					
Bio 1 Habitat Replacement	Prior to the issuance of grading permits, impacts to non-native grassland shall be mitigated at a ratio of 0.5:1 and shall consist of 0.33 acres. Mitigation shall be provided by either (1) preservation of equivalent or better habitat at an off-site location via a covenant of easement or other method approved by the City to preserve the habitat in perpetuity, or (2) purchase of non-native grassland or equivalent habitat credits at an approved.	Bio 1	Project Applicant		
Bio 2 Nesting Birds/Raptors	No clearing, grubbing, grading, or other construction activities shall occur between February 15 and September 15, the raptor and migratory bird nesting season, unless a qualified biologist completes a pre-construction survey to determine if active nests are present or absent. If no active nests are present, then construction activities may proceed. If active raptor nests are present, no grading or removal of habitat shall take place within	Bio 2	Project Applicant Project Biologist		

Mitigation Measure	Description	Identification No. Location in Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
	<p>300 feet of active nesting sites during the nesting/breeding season (February 15 through September 15).</p> <p>The pre-construction survey must be conducted within 10 calendar days prior to the start of construction activities (including the removal of vegetation). The applicant shall submit the results of the preconstruction survey to the City for review and approval prior to initiating any construction activities.</p>				
Bio 3 Nesting Birds	Vegetation clearing or brushing shall occur outside of the typical breeding season for raptors and migratory birds (February 15 to September 15). If this is not possible, then a qualified biologist shall conduct a survey for nesting birds no more than five calendar days prior to construction to determine the presence or absence of nests on the project site. The applicant shall submit the results of the pre-construction survey to the City for review and approval prior to initiating any construction activities. No construction activities shall occur within 300 feet of tree dwelling raptor nests, or within 800 feet of ground dwelling raptor nests, until a qualified biologist has determined that they are no longer active or that noise levels will not exceed 60 dB(A) Equivalent Energy Level (Leq) at the nest site. Alternatively, noise minimization measures such as noise barriers shall be constructed to bring noise levels to below 60 dB(A) Leq, which will reduce the impact to below a level of significance.	Bio 3	Project Applicant Project Biologist		
Bio 4 Sensitive Habitat Creek	During construction activities, the construction contractor shall ensure that the limits of grading are flagged or marked with silt fencing prior to grading to prevent indirect impacts to the adjacent Reidy Creek and sensitive riparian habitat. Prior to grading, a qualified biologist shall review the flagging and silt fencing and during grading the qualified biologist shall monitor the limits of clear and grub and grading activities. Monitoring shall be conducted on an as needed basis as determined by the qualified biologist.	Bio 4	Project Applicant Construction Contractor Biologist		
Bio 5 Sensitive Habitat Creek	If it is determined that the proposed project cannot avoid the jurisdictional features on the project site and would result in significant impacts to jurisdictional waters, regulatory permits will be required to be obtained prior to project construction. To comply with the state and federal regulations for impacts on jurisdictional wetland features/resources, the following permits	Bio 5	Project Applicant Project Biologist Wildlife and Resource Agencies		

Mitigation Measure	Description	Identification No. Location in Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
	will be required to be obtained, or verified that they are not required: USACE 401 Permit, RWQCB 404 Permit (in accordance with Section 404 and 401 of the Clean Water Act [CWA]), and a CDFW Streambed Alteration Agreement under Section 1600 of California Fish and Game Code (CFG). Mitigation to offset the impacts to Waters of the U.S. and State will be implemented in accordance with these regulatory permit conditions				
Cultural Resources					
Cul 1 Cultural or Human Remains	If subsurface deposits believed to be cultural or human in origin are discovered during construction, then all work must halt within a 50-foot radius of the discovery. An on-site archaeological monitor or Principal Investigator, meeting the Secretary of the Interior's Professional Qualification Standards for prehistoric and historic archaeology, shall be retained and afforded a reasonable amount of time to evaluate the significance of the find. Work cannot continue at the discovery site until the archaeologist conducts sufficient research and data collection to make a determination that the resource is either 1) not cultural in origin; or 2) not potentially significant or eligible for listing on the NRHP or CRHR. If a potentially- eligible resource is encountered, then the archaeologist, lead agency, and project proponent shall arrange for either 1) total avoidance of the resource, if possible; or 2) test excavations to evaluate eligibility and, if eligible, total data recovery as mitigation. The determination shall be formally documented in writing and submitted to the lead agency as verification that the provisions in CEQA/NEPA for managing unanticipated discoveries have been met.	Cul 1	Project Applicant Principal Cultural Investigator or Archaeologist		
Cul 2	In the event that evidence of human remains is discovered, construction activities within 50 feet of the discovery will be halted or diverted, and the requirements above will be implemented. Depending on the occurrence, a larger radius may be necessary and will be required at the discretion of the on-site archaeologist. In addition, the provisions of Section 7050.5 of the California Health and Safety Code, Section 5097.98 of the California Public Resources Code, and Assembly Bill 2641 will be implemented. When human remains are discovered, state law requires that the discovery be reported to the County Coroner (Section 7050.5 of the Health and Safety Code) and that reasonable protection measures be taken during construction to protect the discovery	Cul 2	Project Applicant Principal Cultural Investigator or Archaeologist County Coroner		

Mitigation Measure	Description	Identification No. Location in Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
	<p>from disturbance (AB 2641). If the Coroner determines the remains are Native American, the Coroner notifies the Native American Heritage Commission, which then designates a Native American Most Likely Descendant (MLD) for the project (Section 5097.98 of the Public Resources Code). The MLD may not be the same person as the tribal monitor. The designated MLD then has 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains (AB 2641). If the landowner does not agree with the recommendations of the MLD, the NAHC can mediate (Section 5097.94 of the Public Resources Code). If no agreement is reached, the landowner must rebury the remains in situ, or in a secure location in close proximity to where they were found, where they will not be further disturbed (Section 5097.98 of the Public Resources Code). This will also include either recording the site with the NAHC or the appropriate Information Center; using an open space or conservation zoning designation or easement; or recording a document with the county in which the property is located (AB 2641).</p>				
Noise					
<p>NOI 1 Construction Noise</p>	<p>Temporary Construction Barrier. In order to reduce the temporary noise impact from construction along the northern property boundary adjacent to residential development, a temporary noise barrier is required (as detailed in Figure 9b, page 24 of the acoustical assessment, dated October 9, 2018 revised). The barrier would be constructed out of min. 5/8-inch plywood with no gaps, that would span the length of the adjacent property boundary, and would have a minimum height of six feet above the project grade. The barrier shall be installed prior to grading operations on the site. The barrier shall be installed prior to grading operations on the site.</p>	<p>Noi 1</p>	<p>Project Applicant Construction Contractor</p>		
<p>NOI 2 Construction Noise</p>	<p>The construction contractor shall provide written notification to all residences located within 75 feet of the proposed construction activities at least three weeks prior to the start of construction activities, informing them of the estimated start date and duration of daytime vibration-generating construction activities. This notification shall include information about the potential for nuisance vibration. The City shall provide a phone number for the affected residences to call if they have concerns about construction-related vibration.</p>	<p>Noi 2</p>	<p>Project Applicant Construction Contractor</p>		

Mitigation Measure	Description	Identification No. Location in Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
NOI 3 Construction Noise	<p>Vibration Best Management Practices. For construction activities within 75 feet of residences along the northern project boundary, the construction contractor shall implement the following measures during construction:</p> <ol style="list-style-type: none"> 1. Stationary sources, such as temporary generators, shall be located as far from nearby vibration-sensitive receptors as possible. 2. Trucks shall be prohibited from idling along streets serving the construction site where vibration-sensitive receptors are located. 3. Demolition, earthmoving, and ground-impacting operations shall be phased so as not to occur in the same time period. 	Noi 3	Project Applicant Construction Contractor		
Tribal Cultural Resources					
TCUL 1 Tribal Cultural Resources and Monitoring Program	<p>It is recommended the City of Escondido Planning Division ("City") enter into a Tribal Cultural Resource Treatment and Monitoring Agreement (also known as a preexcavation agreement) with a tribe(s) that is traditionally and culturally affiliated with the Project Location ("TCA Tribe") prior to issuance of a grading permit. The purposes of the agreement are (1) to provide the applicant with clear expectations regarding tribal cultural resources; and (2) to formalize protocols and procedures between the City and the TCA Tribe for the protection and treatment of, including but not limited to, Native American human remains; funerary objects; cultural and religious landscapes; ceremonial items; traditional gathering areas; and cultural items located and/or discovered through a monitoring program in conjunction with the construction of the proposed project, including additional archaeological surveys and/or studies, excavations, geotechnical investigations, grading, and all other ground disturbing activities.</p>	TCUL 1	Project Applicant		
TCUL 2	<p>Prior to issuance of a grading permit, the City shall retain a qualified archaeologist meeting the Secretary of the Interior's</p>	TCUL 2	Project Applicant Archaeologist		

Mitigation Measure	Description	Identification No. Location in Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
Tribal Cultural Resources and Monitoring Program	Professional Qualifications Standards for archaeology (U.S. Department of the Interior, 2008), and a Native American monitor(s) associated with a TCA Tribe(s) to implement the monitoring program. The archaeologist shall be responsible for coordinating with the Native American monitor(s). This verification shall be presented to the City in a letter from the project archaeologist that confirms the selected Native American monitor(s) is associated with a TCA Tribe(s). The City, prior to any pre-construction meeting, shall approve all persons involved in the monitoring program.				
TCUL 3 Tribal Cultural Resources	The qualified archaeologist and a Native American monitor(s) shall attend the pre-grading meeting with the grading contractors to explain and coordinate the requirements of the monitoring program.	TCUL 3	Project Applicant Archaeologist Native American Monitor		
TCUL 4 Tribal Cultural Resources Monitoring Program	During the initial grubbing, site grading, excavation or disturbance of the ground surface, the qualified archaeologist, or an archaeological monitor working under the direct supervisor of the qualified archaeologist, and the Native American monitor(s) shall be on site full-time. If imported fill materials, or fill used from other areas of the project site, are to be incorporated at the project site, those fill materials shall be absent of any tribal cultural resources. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of cultural resources that qualify as historical, unique archaeological, and/or tribal cultural resources. Archaeological and Native American monitoring will be discontinued when the depth of grading and soil conditions no longer retain the potential to contain cultural deposits. The qualified archaeologist, in consultation with the Native American monitor(s), shall be responsible for determining the duration and frequency of	TCUL 4	Project Applicant Archaeologist Native American Monitor		

Mitigation Measure	Description	Identification No. Location in Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
	monitoring.				
TCUL 5 Tribal Cultural Resources Monitoring Program Discovery Resources	In the event that previously unidentified cultural resources that qualify as historical, unique archaeological, and/or tribal cultural resources are discovered, the qualified archaeologist and the Native American monitor(s) shall have the authority to temporarily divert or temporarily halt ground disturbance operation in the area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so the monitored grading can proceed.	TCUL 5	Project Applicant Archaeologist Native American Monitor		
TUL 6 Tribal Cultural Resources Discovery Resources	TCUL- 6: If a cultural resource is discovered that may qualify as a historical, unique archaeological, and/or tribal cultural resource, the qualified archaeologist shall notify the City of said discovery, and shall conduct consultation with TCA tribe(s) to determine the most appropriate mitigation. The qualified archaeologist, in consultation with the City, the TCA Tribe and the Native American monitor(s), shall determine the significance of the discovered resource. Recommendations for the resource's treatment and disposition shall be made by the qualified archaeologist in consultation with the TCA Tribe and the Native American monitor(s) and be submitted to the City for review and approval.	TUL 6	Project Applicant Archaeologist Native American Monitor City of Escondido Planning Division		
TUL 7 Tribal Cultural Resources Discovery Resources	The avoidance and/or preservation of significant cultural resources that qualify as historical, unique archaeological, and/or tribal cultural resources must first be considered and evaluated as required by CEQA. Where any significant resources have been discovered and avoidance and/or preservation measures are deemed to be infeasible by the City, then a research design and data recovery program to mitigate impacts shall be prepared by the qualified archaeologist (using professional archaeological	TUL 7	Project Applicant Archaeologist Native American Monitor City of Escondido Planning Division		

Mitigation Measure	Description	Identification No. Location in Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
	<p>methods), in consultation with the TCA Tribe and the Native American monitor(s), and shall be subject to approval by the City. The archaeological monitor, in consultation with the Native American monitor(s), shall determine the amount of material to be recovered for an adequate artifact sample for analysis. Before construction activities are allowed to resume in the affected area, the research design and data recovery program activities must be concluded to the satisfaction of the City.</p>				
<p>TCUL 8 Tribal Cultural Resources Discovery Resources</p>	<p>If the qualified archaeologist elects to collect any archaeological materials that qualify as tribal cultural resources, the Native American monitor(s) must be present during any testing or cataloging of those resources. Moreover, if the qualified archaeologist does not collect the archaeological materials that qualify as tribal cultural resources that are unearthed during the ground disturbing activities, the Native American monitor(s), may at their discretion, collect said resources and provide them to the TCA Tribe for respectful and dignified treatment in accordance with the Tribe's cultural and spiritual traditions. The project archaeologist shall document evidence that all cultural materials have been curated and/or repatriated as follows:</p> <p>1.) It is the preference of the City that all tribal cultural resources be repatriated to the TCA Tribe as such preference would be the most culturally sensitive, appropriate, and dignified. Therefore, any tribal cultural resources collected by the qualified archaeologist shall be provided to the TCA Tribe. Evidence that all cultural materials collected have been repatriated shall be in the form of a letter from the TCA Tribe to whom the tribal cultural resources have been repatriated identifying that the archaeological materials have been received.</p> <p style="text-align: center;">OR</p>	<p>TCUL 8</p>	<p>Project Applicant Archaeologist Native American Monitor City of Escondido Planning Division</p>		

Mitigation Measure	Description	Identification No. Location in Doc.	Responsibility for Implementation	Certified Initials/Date	Comments
	<p>2.) Any tribal cultural resources collected by the qualified archaeologist shall be curated with its associated records at a San Diego curation facility or a culturally-affiliated Tribal curation facility that meets federal standards per 36 CFR Part 79, and, therefore, would be professionally curated and made available to other archaeologists/ researchers for further study. The collection and associated records, including title, shall be transferred to the San Diego curation facility or culturally affiliated Tribal curation facility and shall be accompanied by payment of the fees necessary for permanent curation. Evidence that all cultural materials collected have been curated shall be in the form of a letter from the curation facility stating the prehistoric archaeological materials have been received and that all fees have been paid.</p>				
<p>TCUL 9 Tribal Cultural Resources Discovery Resources Reporting</p>	<p>Prior to the release of the grading bond, a monitoring report and/or evaluation report, if appropriate, which describes the results, analysis and conclusion of the archaeological monitoring program and any data recovery program on the project site shall be submitted by the qualified archaeologist to the City. The Native American monitor(s) shall be responsible for providing any notes or comments to the qualified archaeologist in a timely manner to be submitted with the report. The report will include California Department of Parks and Recreation Primary and Archaeological Site Forms for any newly discovered resources.</p>	<p>TCUL 9</p>	<p>Project Applicant Archaeologist Native American Monitor City of Escondido Planning Division</p>		

EXHIBIT "G"
PHG 17-0025
Property Description

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

PARCEL 1:

THAT PORTION OF BLOCK 421 OF RANCHO RINCON DEL DIABLO, IN CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 723, MADE BY J.M. GRAHAM, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 421, AS SHOWN ON RECORD OF SURVEY MAP NO. 10306; THENCE ALONG THE NORTHEASTERLY LINE THEREOF SOUTH 07°41'19" EAST, A DISTANCE OF 1,593.59 FEET TO A POINT ON SAID NORTHEASTERLY LINE; SAID POINT BEING ALSO THE NORTHEASTERLY CORNER OF LAND DESCRIBED IN DEED TO B.G. CARROL, ET UX, RECORDED JUNE 22, 1943, IN BOOK 1520, PAGE 99, AS FILE NO. 36643, OFFICIAL RECORDS; THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID CARROL'S LAND, NORTH 74°56'12" WEST, A DISTANCE OF 745.04 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 14°38'48" WEST, A DISTANCE OF 282.17 FEET; THENCE NORTH 74°56'12" WEST, A DISTANCE OF 114.59 FEET; THENCE SOUTH 43°22'52" WEST, A DISTANCE OF 55.93 FEET; THENCE SOUTH 06°09'03" WEST, A DISTANCE OF 30.55 FEET; THENCE SOUTH 03°27'14" EAST, A DISTANCE OF 46.78 FEET; THENCE SOUTH 06°14'19" EAST, A DISTANCE OF 35.08 FEET; THENCE SOUTH 62°42'46" WEST, A DISTANCE OF 11.10 FEET TO A POINT ON THE NORTHEASTERLY LINE OF CENTRE CITY PARKWAY, BEING ALSO KNOWN AS STATE ROUTE XI-SD-77F, AS SHOWN ON M.S. 606; SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 4,000.00 FEET; A RADIAL BEARING TO SAID POINT NORTH 62°42'46" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°2'15", A DISTANCE OF 655.37 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF THAT LAND DEEDED TO RINCON DIABLO MUNICIPAL WATER DISTRICT AS SHOWN ON RECORD OF SURVEY MAP NO. 10306; THENCE ALONG SAID WESTERLY LINE AND THE SOUTHEASTERLY PROLONGATION THEREOF, SOUTH 74°56'12" EAST, A DISTANCE OF 594.06 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

THAT PORTION OF BLOCK 421 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 723, MADE BY J.M. PASCOE, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892, LYING WITHIN CENTRE CITY PARKWAY, A PUBLIC HIGHWAY ALSO KNOWN AS STATE ROUTE XI-SD-77F AS SHOWN ON M.S. 606, BEING A STRIP OF LAND 30.00 FEET IN WIDTH LYING IMMEDIATELY ADJACENT TO AND SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF PARCEL "A" OF CERTIFICATE OF COMPLIANCE RECORDED SEPTEMBER 3, 1998 AS DOCUMENT NO. 1998-0565687, OFFICIAL RECORDS, SAID SOUTHWESTERLY LINE BEING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID CENTRE CITY PARKWAY, SAID SOUTHWESTERLY LINE AND SAID NORTHEASTERLY RIGHT-OF-WAY LINE BEING A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 4,000.00.

SAID 30.00 FOOT STRIP OF LAND TO TERMINATE NORTHERLY AT A LINE RADIAL TO SAID CURVE AT THE NORTHWEST CORNER OF SAID PARCEL "A" AND TERMINATE SOUTHERLY

AT A LINE RADIAL TO SAID CURVE AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID PARCEL "A".

APN: 226-190-22

CITY COUNCIL STAFF REPORT

Current Business Item No. 9

April 10, 2019

File No. 0135-10

SUBJECT: Library Security Improvements

DEPARTMENT: Communications & Community Services Department

RECOMMENDATION:

It is requested that the City Council receive a presentation regarding the security improvements made at the Escondido Public Library in partnership with the Escondido Library Foundation.

PREVIOUS ACTION:

During the second quarter of the last fiscal year, the City Council approved an increase to the Library Department budget by \$60,000 to make specific security improvements at the Escondido Public Library. Half of this amount was donated by the Escondido Library Foundation. The City of Escondido (City) covered the rest from increased property tax revenue.

BACKGROUND:

The Escondido Public Library is utilized by the public more than any other facility in the City. A strong partnership exists with Public Works staff who have made the library a top priority when it comes to maintaining facility landscaping and responding quickly to remove abandoned property from the Library campus. There is also a strong relationship with Escondido Police Department (EPD) Dispatch and Watch Command staff who monitor the security cameras, and with officers from both the patrol division as well as the Community Oriented Policing and Problem-Solving (COPPS) Unit who support the enforcement of both administrative policies and criminal law.

The strength of these partnerships was a key to the success of this project in that staff from the Library, Information Systems, EPD, and Building Maintenance/Public Works were all at the table from the very beginning to define the scope of the project and ensure that the most positive outcome was achieved within the budget constraints.

Lights

The former exterior facility lights were hot and inefficient high pressure sodium fixtures. They only provided 2000 lumens of brightness and had a lifespan of about 20,000 hours of operation at which point both the bulb and the ballast would need to be replaced at a cost significantly higher than that of replacing it with a new LED fixture.

The high pressure sodium fixtures located on and under the Library portico, in the back delivery parking lot, in the entryways to the Mathes Center and the Pioneer Room, and in the SDGE alcove

Library Security Improvements

April 10, 2019

Page 2

were all replaced with LED fixtures. Additionally, three new fixtures were installed on the west wall of the building casting light onto the Literacy Learning Center, Education Compact, and the parking lot in that area. These new fixtures provide 4000 lumens (twice as bright as the old lights) and have a lifespan of 50,000–100,000 hours of operation. They are cool and efficient, and each fixture cost just under \$100.

Cameras

Prior to this project, the Library's security cameras were more than twenty years old, utilized outdated analog technology, did not provide adequate coverage of the facility, were not networked with the rest of the City's cameras and, therefore, not able to be monitored or directly accessed by EPD. The new security camera system is fully digital and includes 18 total cameras across the interior and exterior of the facility, which provide more comprehensive coverage. This system is also integrated into the City's network, which allows access for EPD and a more efficient process of response and follow-up when a situation occurs.

CPTED Improvements

Part of the planning process for this security improvement project was a Community Policing Through Environmental Design (CPTED) analysis performed by EPD staff. They made recommendations for landscaping, building improvements, and locations of lights and cameras. As a result, the following improvements were made:

- An ID card reader, similar to those utilized at City Hall, was installed on the front staff door at the Library to provide an added layer of security for staff and volunteers entering and existing the facility before open public hours.
- Bushes, hedges, and decorative landscaping are maintained and trimmed to enhance security and not provide an unintentional hiding place or space that could be illegally used as an unapproved restroom.
- The SDGE alcove was outfitted with an improved LED light fixture and has been gated off to prevent trespassers from sleeping and using drugs in this area.
- The architecture of the Library facility created a narrow alleyway between the exterior stairwell wall and the building. Trespassers were using this space as a restroom, so Building Maintenance fenced it in and gated it off.

Security Personnel

Part of the success the City has seen in managing the safety and security of highly used public areas such as Grape Day Park and Maple Street Plaza has been the revamped Park Ranger Specialist program under the leadership of Deputy City Manager William Wolfe. The downtown Ranger Specialists are trained to connect those who are willing and open to receiving help with the resources available to them. They are also 832 certified, which means they are authorized to write citations for Escondido Municipal Code violations. Since the Escondido Public Library is a recreation area as

Library Security Improvements

April 10, 2019

Page 3

defined by Escondido Municipal Code section 18-67 and subject to all regulations found in Chapter 18 of the Municipal Code, the success we have seen in the parks can be directly translated to the Library.

An MOU has been signed between the City and Library Systems and Services (LS&S) whereby in lieu of a temp agency security guard, LS&S will pay for the services of City Ranger Specialists. This is at no additional cost to the City. The benefits of this arrangement are:

- Weekly security coverage will increase from 38 to 46 hours
- Authorized to write citations for Municipal Code violations (832 certified)
- Trained to connect those in need with resources available to them
- Carry radios to communicate directly with EPD
- Trained in defensive tactics and police report writing
- AMR First Aid Certified (one level down from a paramedic)
- Will utilize bodycams in the future
- Less turnover than working with a temp agency

Code of Conduct

The final key piece for ensuring safety and security is the Code of Conduct, which outlines standards of conduct, prohibited conduct, and the disciplinary/appeals process. The document is updated periodically with input from the City Attorney's Office, EPD, Library, and Communications and Community Services staff, and was most recently approved by the Library Board of Trustees in August 2018. Library staff, Police Officers, and Rangers all play an important role in maintaining a safe and welcoming environment for all users and are therefore trained in enforcement of the Code of Conduct.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Joanna Axelrod, Director of Communications & Community Services
4/3/2019 3:35 p.m.



CITY COUNCIL STAFF REPORT

Current Business Item No. 10

April 10, 2019

File No. 0120-10

SUBJECT: Annual Appointments to the Library Board of Trustees

DEPARTMENT: City Clerk's Office

RECOMMENDATION:

It is requested that the City Council ratify the Mayor's recommendation to fill two regular vacancies on the Library Board of Trustees, each for a three-year term, terms to expire March 31, 2022.

BACKGROUND AND SUMMARY:

The notice regarding vacancies for the Library Board of Trustees was posted on the City's website, at City Hall, and at the Public Library as required by State law (Maddy Act). The information was also promoted on the City's Facebook page, volunteermatch.org, Channel 19, and e-newsletters from the Library, Neighborhood Services and Economic Development.

Applications for the following individuals were received during the recruitment period:

- Virginia Abushanab
- Paul Bennett
- Carolyn Clemens
- Christine Filipovich
- Ruth Ketchum
- Gary Knight
- Christina Maehler
- Erin Martysz Thies
- Christine Nava (withdrew application on 3/12/19)
- Rebecca Nutile
- Andy Pino
- John Schwab
- Jennifer St. Antoine
- Brenda Townsend

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Zack Beck, City Clerk
4/3/2019 3:43 p.m.



FUTURE CITY COUNCIL AGENDA ITEMS

Updated April 4, 2019

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

April 17, 2019
NO MEETING (Spring Break)

April 24, 2019
NO MEETING (Spring Break)

Weekly Activity Report



April 4, 2019

Fire Hydrants Get a Fresh Look Thanks to Local Volunteers

On Sunday, March 31, 23 volunteers from the Church of Jesus Christ of Latter-day Saints painted 42 hydrants in Downtown Escondido, replaced caps, and even found one small leak for repair. We appreciate these volunteers for helping keep our City safe and clean! If you are interested in volunteering with the city, please call 760-839-4631 or visit: <https://www.escondido.org/volunteer-intern-program.aspx>



Nomad Robotics Team Heads to World Championships!

The team of young men and women based in Escondido just won the San Diego Regional Robotics Championships and are now heading to the world championships in Houston, TX. Congratulations!



Informational Sharing Opportunity on Community Choice Energy

San Diego County’s Board of Supervisors voted recently to start studying the idea of buying and selling electricity to county residents by scheduling a public workshop April 9 to hear from experts, consumer groups and other jurisdictions. The workshop is scheduled for 1:30 p.m., Tuesday, April 9, in the board chambers, room 310, at the County Administration Center, 1600 Pacific Highway, in San Diego. City of Escondido staff was informed that it would be a good opportunity to learn how cities can buy or generate and sell electricity to residents and businesses as alternatives to public utilities like San Diego Gas & Electric.

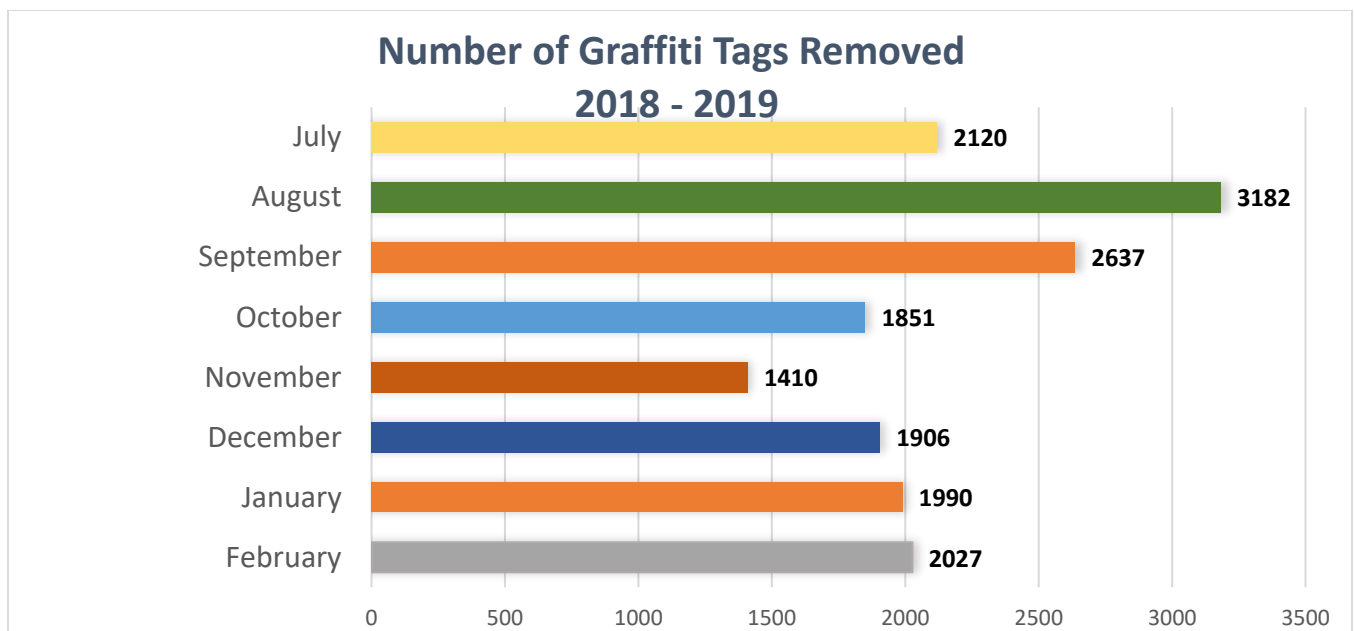
Online Business License Applications, Renewals, and Online Payments:

In an effort to provide more efficient and convenient services for our local business community, you can now apply, renew and pay your business license online using our Online Services portal using the following link:

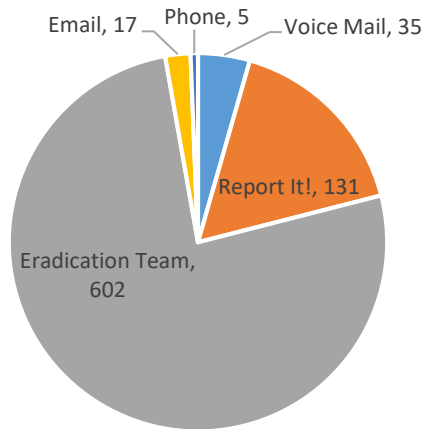
<https://www.escondido.org/online-services.aspx/>

BY THE NUMBERS

Public Works

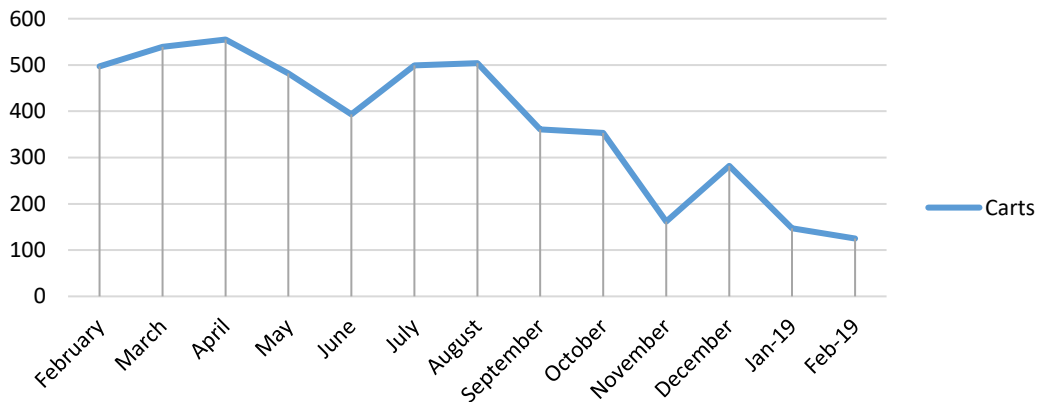


How Graffiti Was Reported - February 2019



■ Voice Mail
 ■ Report It!
 ■ Eradication Team
 ■ Email
 ■ Phone

NUMBER OF SHOPPING CARTS REMOVED



Code Enforcement

239 Total Active Cases

46 New Cases

50 Cases Closed

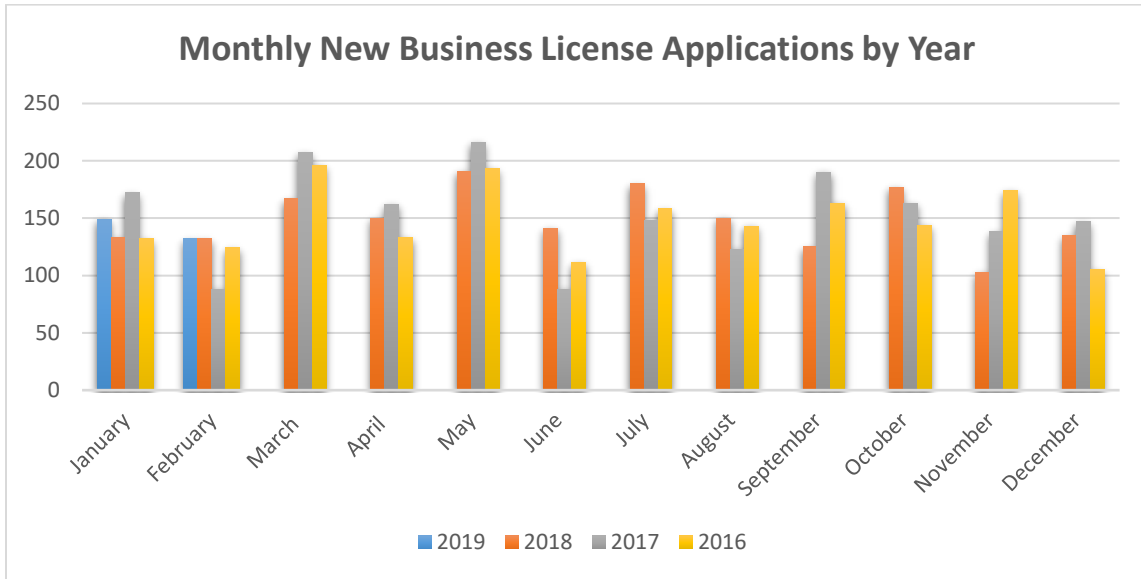
50 Voluntary Compliance

32 Notices Issued

0 Citations Issued

Total Code Cases (Year To Date)	572
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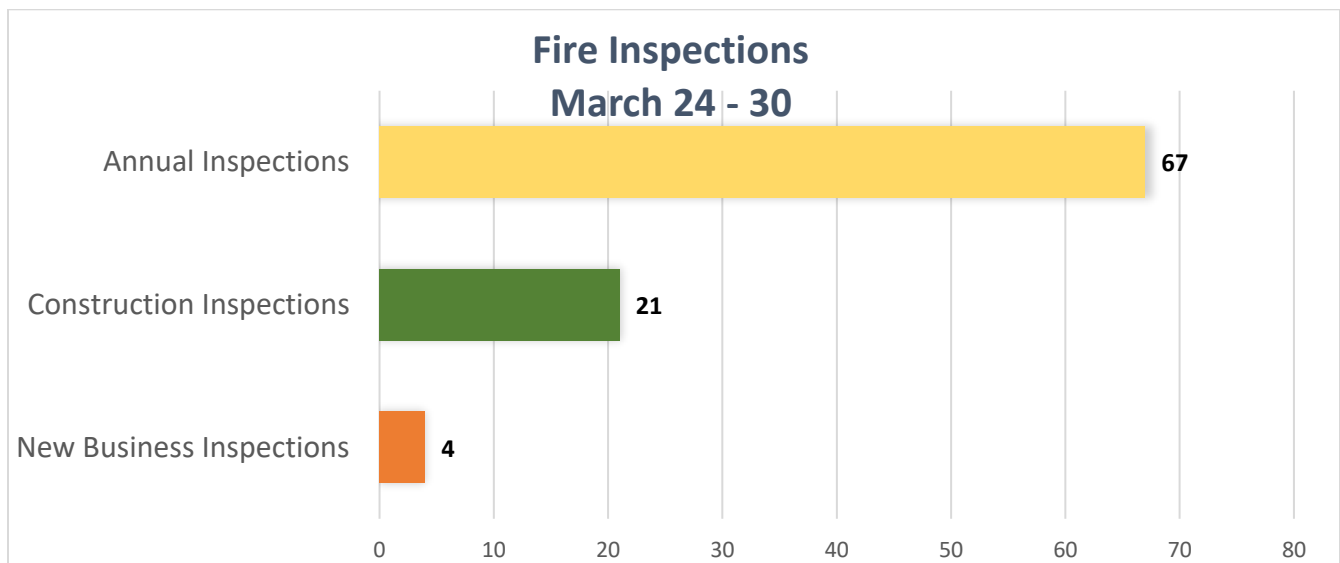
Business Licenses



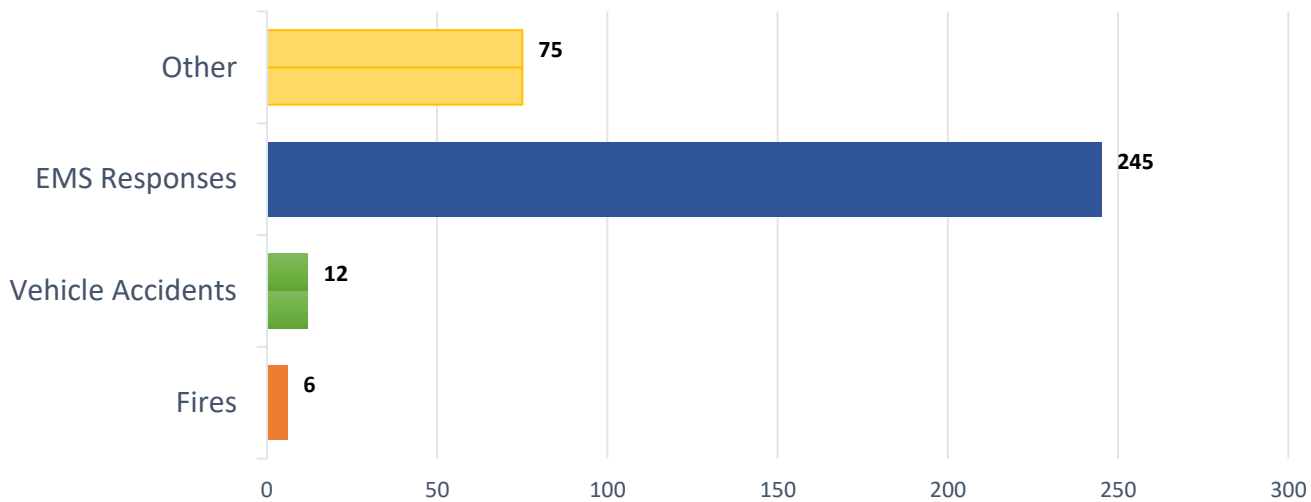
Graffiti Restitution

Collected This Week	Collected Year to Date
\$90	\$1660.88

Fire

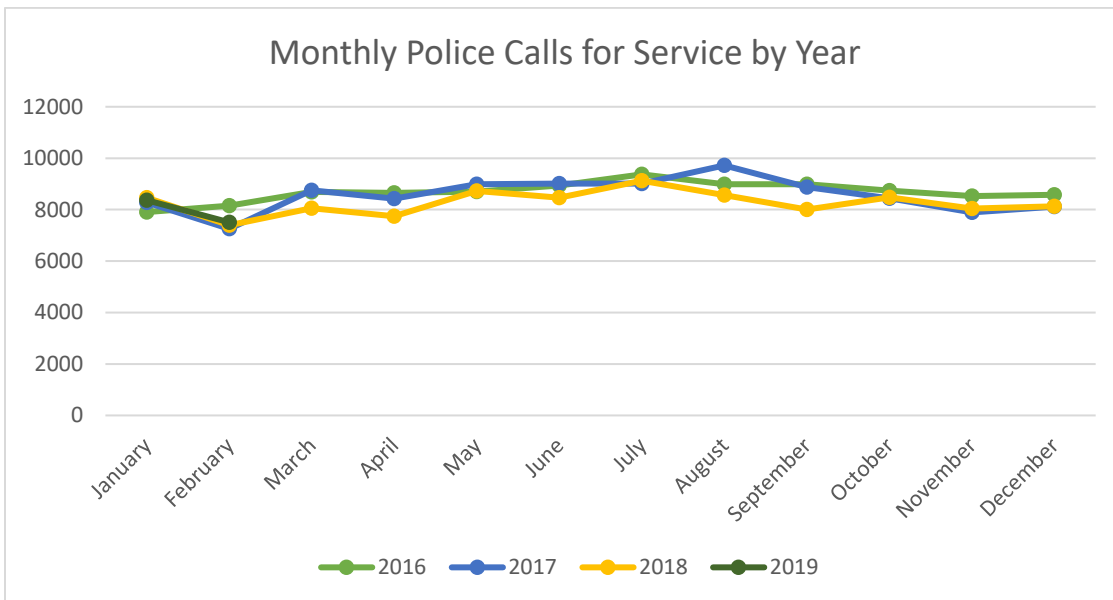


Fire Emergency Responses March 24 - 30

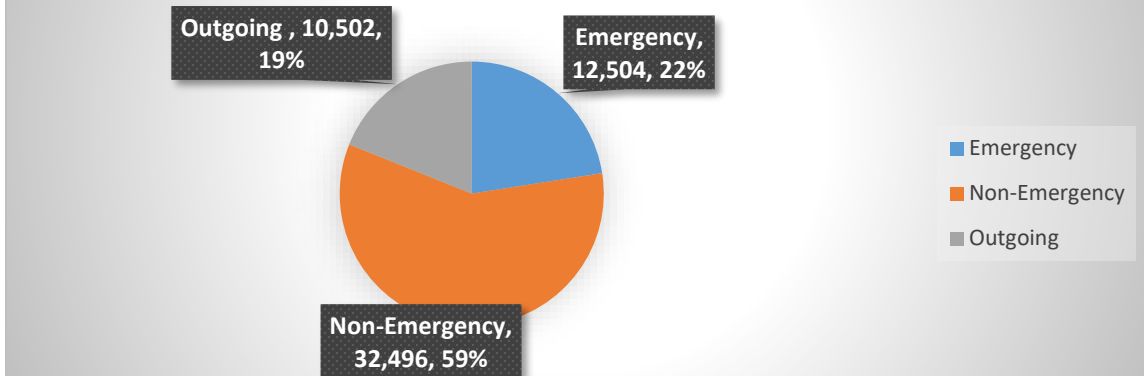


Total Emergency Responses (Year To Date)	4,357
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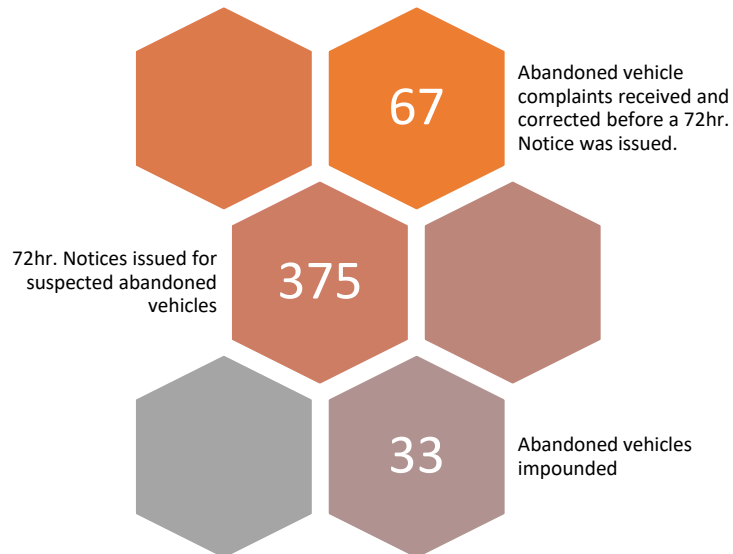
Police



2019 YTD Police/Fire Communication Center Call Volume

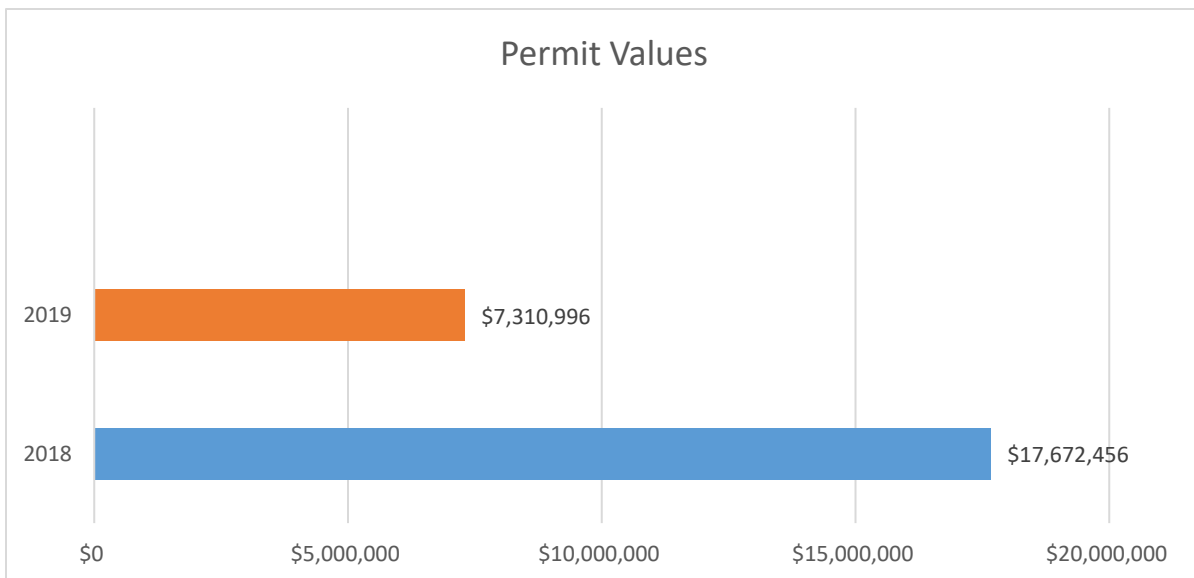


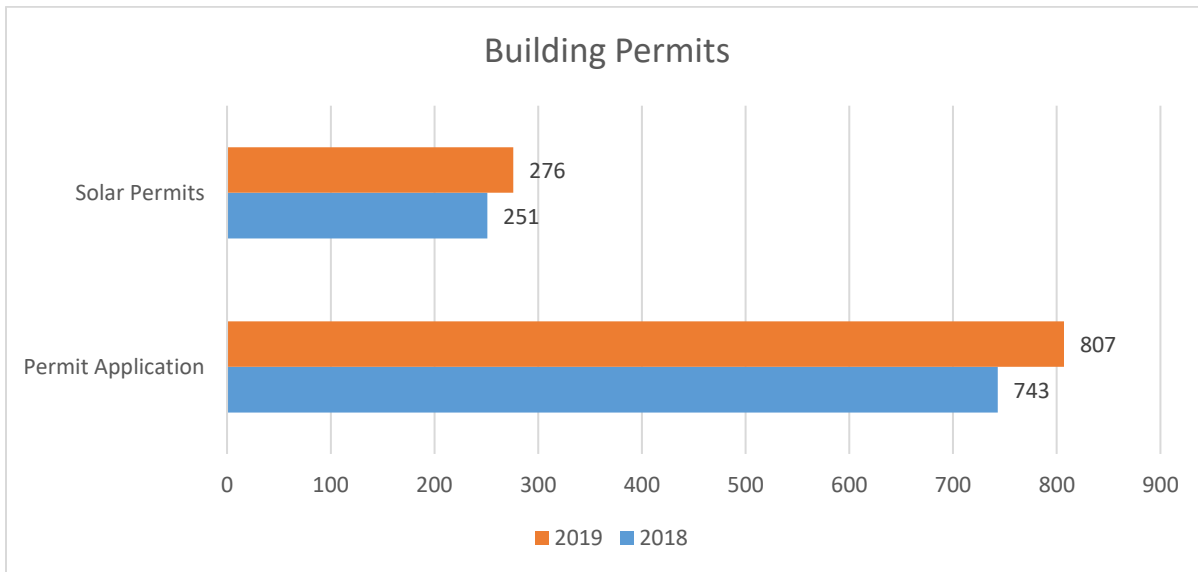
February Abandoned Vehicle Data



Building Division:

**Data reflects activity through March 30 of each year.*





POLICE DEPARTMENT

Incidents

Arson at Mosque

On March 24 at 3:15 a.m., EPD and EFD were dispatched to a call for service in the 300 block of 6th Avenue regarding an arson at the Dar-ul-Arqam mosque. Members of the mosque were inside when the fire started and were able to extinguish the fire. The exterior wall had minor damage. The unknown suspect had also spray painted the parking lot with references to the New Zealand shooter. FBI, ATF, the US Attorney's Office, S.D. District Attorney's Office, EPD, and EFD personnel are all working to identify the suspect.

Seven Arrested in online Prostitution Detail

On March 26 between 6:00 and 10:00 p.m., EPD detectives, along with the S.D. Human Trafficking Task Force, conducted an operation targeting individuals seeking prostitution via the internet. The suspects communicated with online, undercover officers to broker sex acts for money and an agreed upon meet location. Once the suspects arrived at the location they were arrested. Seven individuals were arrested, brought to the station for processing, and were eventually booked into the Vista Detention Facility.

Gang shooting at 13th Avenue and Maple

On March 30, officers responded to a call of a shooting in front of 133 W. 13th Avenue. The victim was a 20-year-old with a single gunshot to his torso. The victim was transported to Palomar Hospital for non-life threatening wounds. The shooting is believed to be gang related. The victim was not cooperative with the investigation.

Forgery / Identity Theft Arrest at Target

On March 28, officers received a radio call of a shoplift at Target. Loss Prevention Agents at Target identified an individual in the store as a suspect in prior shoplifting incidents in San Diego County. Officers spoke to the suspect in his vehicle. He was identified as having an arrest warrant for forgery. The suspect also had a credit card skimmer, which is used to steal electronic

information off of credit cards, along with several stolen checks in his possession. 24 victims of identity theft and other related charges were identified.

COPPS:

The 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, quality of life issues, and addressing crime and public nuisance in Grape Day Park and at Maple Plaza.

- 5 arrests
- 13 citation
- 45 extra patrols

EVENTS:

On Friday, March 29, Officers Terry Pizzutti, Vince Abeyta, Robert Bellamy, Kristina Adame, and Tim Hamilton received the Meritorious Service Award by the American Legion for demonstrating excellence in police work. Records Division employee, Lisa Sadowski received the Medal of Merit for her initiative, attention to detail, and a “can-do” attitude while working at the police department.



FIRE DEPARTMENT

News

The Fire Department Reserve Truck refurbishment project has begun! Truck 131R arrived at the Sutphen factory on Ohio and the 6-7 month process is underway.



On Saturday, March 30 several members of the Escondido Fire Department were honored for a number of special projects that helped make an impact on the organization. The following persons were recognized:

- Fire Engineer Ryan Vierra for his many hours of hard work and dedication to the Personal Protective Equipment project.
- Firefighter Paramedic Tyler Terich for his development of a medication inventory control system to eliminate waste and redundancy. Tyler's system has saved the department thousands of dollars over the past several years.
- Firefighter Paramedic Ricky Tlapala for managing the annual Love Your Heart Program. Ricky directed the day long project at 4 locations to check blood pressures on dozens of people, potentially saving lives.
- Volunteer Chris Vacarro for his many hundreds of hours performing business inspections.
- Fire Department Specialist Tyler Sheldon for his many years of fire hydrant testing and service.



COMMUNITY DEVELOPMENT

Major Projects Update

The following major projects are being reviewed and coordinated by Planning, Engineering, Fire, Building and Utilities. The list of projects below encompasses recent project updates and/or milestones from last week.

Commercial / Office:

1. Escondido Research and Technology Center (ERTC) – West (Developer: James McCann) 2181 Citracado Parkway – A plan for a new two-story, 57,000 SF, 52-bed Palomar Rehabilitation Institute was submitted as a Plot Plan on July 31, 2017. The Plot Plan approval letter was issued on February 7, 2018. The grading permit is ready to be issued once Planning confirms information from the applicant that assures adequate parking is provided. The applicant is working with the City to establish a parking management program to facilitate adequate parking throughout the Hospital Campus. City staff provided comments on the parking program on March 26, 2019.
2. Escondido Research and Technology Center (ERTC) – East (Developer: James McCann) 2130 Citracado Parkway – Building plans for the first 71,656 SF medical office building in this approved medical complex area across from Palomar Hospital were submitted into plan check on October 9, 2018. Fire and Esgil have approved the plans. Planning has a hold on the permit until the parking issues below are resolved.

A Specific Plan Amendment (SPA) will be required to move the temporary parking lot on the medical building site (above) to another location within ERTC. The SPA application was submitted on November 13, 2018, and proposes the construction of a new temporary parking lot at the southern end of the ERTC development on Lots 10-15 and a permanent parking lot on Lot 1. Fire is requesting paving for all driveways in the proposed temporary parking lot. A comment letter regarding parking counts and storm water requirements was sent to the applicant in mid-December. The applicant provided a draft MOU document on January 4, 2019 (intended to be signed by applicant, PPH and City) explaining the phasing and proposed parking improvements. Revised parking lot plans for both the permanent and temporary lots were received on January 8, 2019. Planning met with the applicant on January 30, 2019, to discuss the plans and management of the proposed temporary parking lot. The plot plan and grading exemption for Lot 1 was approved by the Zoning Administrator on March 21, 2019. Grading plan comments for Lot 1 were provided by Engineering on April 2, 2019.

3. Toyota of Escondido Certified Used Car Facility (Developer: Stephen Myers, Toyota of Escondido) 990 N. Broadway – A Plot Plan to assemble five commercial lots including a vacant used car business into an automotive sales and service facility for Toyota. The proposal includes the demolition of a vacant residence and a small expansion of an existing service building. The project application was submitted on January 7, 2019. Staff-level design review occurred on January 31, 2019. Comments from Planning, Engineering, Utilities, Fire and Traffic were sent to the applicant on February 5, 2019. Planning met with the applicant on February 28, 2019, to discuss proposed revisions to the plans. A revised Plot plan was resubmitted March 4, 2019. Project review is complete and conditions are being prepared for approval.

Industrial

1. Escondido Self-Storage Facility (Developer: Brandywine Homes, Inc.) 2319 Cranston Dr. – Updated building plans were resubmitted into plan check on July 24, 2018. Esgil and Fire have approved the plans. Planning provided comments on the building plans on September 19, 2018. The final map was approved by City Council on September 19, 2018, and has recorded. The grading permit has been approved and the final improvement plan mylars have been signed. The building plans have been approved by Esgil and Fire. The Planning approval is still outstanding and awaiting minor plan revisions to be returned by applicant. Planning met with the project architect on January 29, 2019, to go over the requested revisions.
2. Citracado Business Park (Developer: Dentt Properties) 2207 Harmony Grove Road – A proposed specific plan for two industrial warehouse/office buildings (145,930 SF and 125,930 SF) with the buildings to be separated by the future extension of Citracado Parkway. The application was submitted on August 14, 2018. All departments have completed their initial review and comments were sent to the applicant on September 17, 2018. SDG&E also has provided comments regarding the high voltage power lines that traverse the site. The applicant's traffic consultant submitted revised methodology and distribution to Engineering on October 19, 2018. A meeting with the applicant to review the various departmental comments occurred on October 29, 2018. Another round of comments related to the proposed specific plan have also been provided. The developer team met with several departments on April 4, 2019, primarily to discuss traffic-related issues.

City Projects

1. Micro-Filtration Reverse Osmosis (Developer: City of Escondido Utilities Department) SE corner Ash/Washington – The City Council approved a contractual agreement with Black and Veatch for engineering services on April 4, 2018. On January 16, 2019, the City Council expressed continued support for the MFRO, but directed staff to investigate moving the facility to another location. Utilities staff are investigating the feasibility of moving the MFRO to city property located at 901 W. Washington Avenue. An on-site meeting with the selected design-build and environmental contractors occurred on January 28, 2019. Preliminary geotechnical and survey work is underway. Helix Environmental Planning will be preparing the draft environmental documents. The AB 52 consultation letter will be sent to interested tribes once a new site plan has been developed. A Design Build Agreement was considered by the City Council on April 3, 2019. The Design Build Agreement with Filanc+BC Joint Venture provides for design and pre-construction services.
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 including an agency request for full mitigation for emergent vegetation at the eastern end of the lake that came into existence since the lake level was reduced for safety reasons. Staff sent a follow-up letter to the wildlife agencies on June 29, 2017, seeking clarification on the proposed biological mitigation requirements. Additional information has been compiled and analyzed by the City's biological consultants based on recent conversations with the agencies. The biological consultant and staff met with the wildlife agencies on November 28, 2018 to discuss a modified approach to fulfilling mitigation requirements. Written information summarizing what was discussed at the meeting was transmitted to the agencies on December 4, 2018. City staff

recently concluded a revised assessment of potential biological impacts and is coordinating a meeting with the agencies to present the findings.

Institutional

1. 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. The City Council authorized review of a General Plan Amendment request on March 21, 2018, which was necessary to review the request to allow a third floor for the building. A neighborhood meeting to discuss the project with interested residents was held on January 30, 2019. Public review of the draft Mitigated Negative Declaration (MND) closed on February 11, 2019, and no public comments were received. The Planning Commission provided a recommendation of approval for the project on March 12, 2019. A City Council hearing has been scheduled for April 10, 2019.

Residential

1. 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 for public review and comment. The comment period ended on January 2, 2018. Staff transmitted all the comment letters and emails to the Draft EIR consultant for review and to prepare a response to each comment. The Draft EIR and appendices have been posted on the City's website at the following link:

<https://www.escondido.org/safari-highlands-ranch-specific-plan.aspx>

The responses to comments have generated related revisions to the project design. The applicant's engineer submitted a revised tentative map on October 26, 2018. Generally, the amount of grading and the area of disturbance has decreased, while the overall number of 550 residential lots has remained the same. Engineering met with the project engineer and applicant on January 31, 2019, to discuss their comments on the revised tentative map. The revised tentative map and exhibits have been posted on-line at the link above. The applicant met with Traffic Engineering during the week of February 25th to discuss off-site mitigation. The applicant and biological consultant also met with staff on March 11, 2019.

2. 18 lots at 701 San Pasqual Valley Rd (Developer: Bob Stewart) – Staff comments on the revised tentative map were issued the last week of July 2017. The applicant has occasionally engaged in discussions with various departments since that time, but has declined a staff offer to schedule a comprehensive meeting with all city departments. Another set of revised plans were submitted the week of November 26, 2018. Planning, Engineering and Utilities comments on the revised plans were issued on February 25, 2019.
3. The Villages at Escondido Country Club (Developer: Jason Han, New Urban West, Inc.) 380 residences – The City Council voted 3-2 to approve the project on November 15, 2017. The applicant submitted rough grading plans, drainage improvement plans and utility relocation plans for all three villages on May 7, 2018. There have been three rounds of plan checks on the rough grading plans since the original submittal and a permit-ready letter for rough grading was issued on August 31, 2018 and revised on September 4, 2018. Landscape plans were submitted on June 5, 2018, and a second submittal was received on October 2, 2018. The applicant submitted the final map and other improvement plans on July 9, 2018. Additional

comments on the improvement plans, utility location plans, storm drain plans and all technical studies were provided by Engineering on September 11, 2018. Country Club Lane street improvement plans were submitted for first plan check on October 9, 2018, and Engineering comments were provided on November 21, 2018. A tree removal permit to remove trees on the former golf course property was issued by Planning on December 19, 2018. Fourth plan check for the Village 1 rough grading, improvement plans and landscape plans were submitted January 18, 2019, and Engineering comments are expected to be issued this week. Third plan check for final map and improvement plans for Village 3 submitted. Engineering comments were returned on March 12, 2019; and the developer team met with Engineering on April 1, 2019, to discuss the comments.

The approved tentative subdivision map, Final EIR and appendices, Specific Plan and other related information can be accessed on the City's website at the following link:

<https://www.escondido.org/ecc.aspx>

4. North Avenue Estates (Developer: Casey Johnson) 34 lots at North Ave./Conway Dr. –The City Council approved the project on January 10, 2018. LAFCO approved the annexation application on October 1, 2018, and the annexation has recorded. The new homebuilder, Taylor Morrison Homes submitted a Precise Development Plan to Planning on December 14, 2018. Grading plans, final map and improvement plans were submitted for review on December 7, 2018. Engineering comments were returned on January 18, 2019 and additional comments were sent on January 25, 2019. Engineering met with the applicant's engineer on January 31, 2019 to discuss drainage issues. A revised Certified TM was submitted on February 27, 2019. A revised Precise Development Plan was submitted on March 14, 2019. Final engineering plans were resubmitted on March 21, 2019. The project engineer, Engineering and County Water Authority staff met on April 2, 2019, to discuss the street and utility crossings over the CWA aqueduct.
5. Aspire (131 apartment units on Municipal Lot 1) (Developer: Addison Garza, Touchstone Communities) – The proposal consists of a six-story mixed-use development across from City Hall on Parking Lot 1. The project was initially submitted for entitlement processing for a 106-unit development on June 23, 2017. On March 14, 2019, the applicant submitted a revised project under state and city density bonus law that increases the number of dwelling units in return for the provision of 11 Very Low Income housing units. The increased density (now 131 units) has been accommodated by eliminating all 3-bedroom units to allow additional studio, one- and two-bedroom units within the same building structure. The project includes 4,289 square feet of commercial space on the ground floor, primarily fronting on Maple Street Plaza. A purchase and sale agreement for the project site (Parking Lot 1) was approved by the City Council on September 19, 2018. Concerns regarding parking have been expressed; and the applicant's parking consultant submitted a parking study on January 17, 2019.
6. The Ivy (95 condo units at 343 E. 2nd) (Developer: Addison Garza, Touchstone Communities) - The apartment project was initially submitted for entitlement processing for a 95-unit development on June 23, 2017. On February 8, 2019, the applicant submitted a revised project under state and city density bonus law that increases the number of dwelling units in return for the provision of 11 Very Low Income housing units. The increased density (now 127 units) was accommodated by adding another story to the development resulting in a five-story residential building up to 63 feet in height. While the building footprint is nearly identical to the previous design, the proposal also adds 1,175 square feet of commercial space on the ground

floor at the corner of Second Avenue/Ivy Street. Utilities and Fire comments on the revised development plan were issued on March 12, 2019.

7. Quince Street Senior Housing (Developer: Matt Jumper, 220 Quince, L.P.) 145 apartment units at 220 N. Quince St. – The five-story affordable senior housing apartment project was submitted on November 21, 2017. Multiple meetings with the applicant have taken place since the project submittal to discuss project design issues. A constraints map to identify fire access routes and locations of existing utilities has been approved by staff and the applicant utilized that map to submit a revised project on November 21, 2018. Staff comments from Planning, Engineering, Utilities and Fire were returned to the applicant on December 27, 2018. A follow-up meeting with Planning occurred on January 15, 2019, and revised project plans were submitted on February 12, 2019. City staff provided comments on March 25, 2019. The applicant has questioned some of the traffic comments.
8. Sager Ranch/Daley Ranch Resort Specific Plan (Developer: J. Whalen Associates, Inc., Sager Ranch Partners) 203 housing units and 225-room resort hotel on 1,783-acres, just north and east of Daley Ranch – This proposed residential and resort hotel annexation and specific plan project was received on March 2, 2018. The project submittal has been deemed incomplete and a letter from staff requesting additional project related information was sent to the applicant on April 4, 2018. Requested information includes annexation exhibits, proposed general plan amendment text, a proposed Transfer of Development Rights Program, environmental initial study, and a fiscal impact analysis. Planning met with the applicant on May 17, 2018 to discuss items listed in the letter. A follow-up meeting to discuss engineering issues occurred on June 27, 2018. The applicant met with Escondido Fire and Valley Center Fire on August 1, 2018 to discuss fire protection issues. Significant fire-related issues to be addressed include the steepness of the project entry road, secondary emergency access and Fire Department response times. A follow-up meeting with the applicant to discuss these issues occurred on October 11, 2018.

A project webpage containing draft documents and plans has been added to the Planning Division's website at the following link:

[Sager Ranch Resort Specific Plan - City of Escondido](#)

9. Nutmeg Condo General Plan Amendment (Developer: Jim Simmons, CCI) 137 townhome condo units on 7.7 acres on both sides of Nutmeg between I-15 and Centre City Parkway – This proposed multi-family residential development includes a GPA from Office to Urban III (up to 18 du/acre) as well as a specific alignment plan for Nutmeg and a vacation of approximately one acre of public right-of-way for use in the project. The project application was received on June 15, 2018. Initial comments from Planning, Fire, Engineering, Utilities and Traffic Engineering were provided to the applicant on July 13, 2018. A Notice of Preparation for the project EIR was sent out on August 29, 2018, and the comment period closed on October 1, 2018. A Scoping Meeting occurred on September 6, 2018. The applicant submitted revised plans and studies on October 16, 2018. Engineering, Utilities and Fire provided comments on the revised plans on November 13, 2018. Follow-up meetings with the applicant occurred on November 28, 2018 and February 6, 2019. Traffic Engineering provided comments on the Traffic Impact Analysis on December 10, 2019. Staff comments on the first screen check draft of the EIR were issued on January 14, 2019. The applicant team met with Engineering and resubmitted revised plans and the second screen check draft of the EIR on February 6, 2019. Partial comments on the second screen check EIR were issued on March 11, 2019, with the

remaining comments delivered on March 18, 2019. The third screen check EIR was received on March 29, 2019. Staff comments will be issued this week.

10. Oak Creek (Builder: KB Homes) 65 single-family residential lots on approximately 44 acres at Felicita Road and Hamilton Lane – The original developer, New Urban West, has secured permits from CDFW, ACOE and RWQCB. The Zoning Administrator approved a modification to the Precise Development Plan to revise the architecture on October 25, 2018. Grading, drainage and storm water management plans were submitted for first plan check on July 25, 2018. Fire and Engineering issued comments on the rough grading plan on September 4, 2018. Second plan check submittals for rough grading and off-site improvements were received on October 23, 2018. Fence and wall plans were submitted the second week of December. The model homes were submitted into building plan check the last week of October and the Precise Grading Plan for the models was submitted at the end of March. On-site remediation of hazardous materials has been completed in three of the four identified areas and a clearance letter from DTSC will be required prior to issuance of a grading permit. Planning is coordinating with the developer on vegetation removal. The bond and fee letter was issued a month ago. Grading plan check has been completed. The City is currently waiting for DTSC clearance and bonds/fees to be posted prior to issuing the rough grading permit for the site.
11. Mercado 3-Story Mixed Use Building (Developer: Curtis Lively) 5 residences and 2 commercial suites on 0.14-acre at 510 W. 2nd Avenue – A Plot Plan for five two-story residential units on top of 2,375 SF of commercial floor area and a parking garage was submitted July 13, 2018. Staff review comments were provided to the applicant who then submitted revised plans. Additional Planning and Engineering comments were sent to the applicant on September 27, 2018, and a revised project submittal was received on December 11, 2018. Comments from Fire, Utilities and Planning on the revised plans were sent to the applicant on January 2, 2019. The applicant submitted revised plans including a reduction of commercial space to 1,750 square feet on February 20, 2019. Planning staff completed design review on March 21, 2019, with no major recommended changes. All departments are now formulating conditions in preparation of project approval.
12. 555 West Grand Mixed-Use Building (Developer: Ed McCoy) 32 condo units in three floors over a parking garage – This 32-unit mixed-use development with 610 SF of office/flex space was submitted as a planned development application on August 27, 2018. The project is seeking a reduction in parking and open space standards. Initial multi-department comments were sent to the applicant on September 26, 2018. The applicant met with Fire, Engineering, Planning and Utilities staff on October 16, 2018 to discuss the staff comments. Engineering has agreed to accept a public utilities easement along Quince Street in lieu of a dedication of public right-of-way. This easement along with a revision to provide vehicular access from Second Avenue has been incorporated into revised project plans and was submitted with an updated Traffic Impact Analysis on March 13, 2019. Engineering and Planning will be sending comments to the applicant this week.
13. Villa Portofino (Developer: Chris Post, ATC Design Group) 15 apartment units in a three-story building with parking garage at 2690 S. Escondido Blvd. – This 15-unit multi-family residential project on a 0.52-acre parcel between S. Escondido Blvd and Cranston Drive was submitted as a Plot Plan application on November 28, 2018. A comment letter was issued on December 20, 2018. Comments included the need to evaluate the building construction type for fire purposes and consider the design standards in the South Centre City Specific Plan. Planning

staff have had several follow-up conversations with the applicant team and are awaiting revised plans.

14. Palomar Heights (Developer: Ninia Hammond, Integral Communities) Demolition and redevelopment of the old Palomar Hospital site with 424 multi-family units in 33 buildings – A proposed Tentative Map, Planned Development, Specific Plan Amendment and EIR to redevelop the 13.8-acre former hospital site. Up to 5,500 square feet of recreation or commercial space could be included. The project application was submitted on December 24, 2018. The initial plan submittal was presented to the Board of the Downtown Business Association on January 9, 2019, the Economic Development Committee of the Chamber of Commerce on January 10, 2019 and the Old Escondido Neighborhood Group on February 20, 2019. Engineering and Planning comments on the initial project submittal were sent to the applicant on February 12, 2019. A contract for a developer-funded planning consultant to work on this project as an extension of Planning staff was approved by the City Council on February 13, 2019. Planning Engineering and Fire met with the applicant team on February 27, 2019 to go through proposed revisions to the site plan and building designs. Comments from that meeting were provided to applicant team on March 5, 2019.
15. Henry Ranch (Builder: Joe Martin, Trumark Homes) An approved development of 97 single-family residential homes on 74.35 acres at the eastern terminus of Lincoln Avenue – The Tract 920 development proposal was originally approved in 2007 and an extension of the associated Development Agreement was approved in 2016. Trumark Homes acquired the property in 2018 and intends to complete the subdivision. A revised substantial conformance plan for the Certified Tentative Map was submitted January 15, 2019 and approved the last week of January. Final Map, grading plans and improvement plans were submitted for initial review on February 12, 2019, with staff comments expected to be provided by March 25, 2019. A demolition permit for the former packinghouse structures was submitted on February 14, 2019. Planning and Engineering provided comments on the demo permit on February 20, 2019, including the need to lead based paint and asbestos clearance as well as an erosion control plan. Architectural plans were submitted for Design Review on February 15, 2019, and comments were issued on March 14, 2019. A vegetation removal permit was issued on March 21, 2019. Final engineering comments were returned on March 25, 2019.
16. Accessory Dwelling Units – Planning staff is currently working on two applications for accessory dwelling units. Five accessory dwelling units have been approved so far this year. 24 accessory dwelling units were approved in 2018. Three accessory dwelling units were approved in 2017.

Building Division:

1. The Building Division issued 85 permits (including 27 solar photovoltaic) with a total valuation of \$517,964.
2. Our building inspectors responded to 178 inspection requests. 171 customers visited the Building counter during the week.
3. *No change from the previous.* The Meadowbrook three-story apartment building with underground garage at 2081 Garden Valley Glen is preparing the building for final inspection. Building approved temporary gas and electric release on 1/22/19.

4. *No change from the previous.* The Westminster Seminary at 1725 Bear Valley Pkwy so far has received final inspection approval and Temporary Certificates of Occupancy for all buildings except for Buildings B and H. Final building inspection was conducted for building B on 3/4/19 and the contractor is working on the corrections.
5. *No change from the previous.* The Emmanuel Faith Church at 639 E. 17th Ave. received final inspection corrections on 3/4/19 and they are working on the inspection corrections.
6. The Veterans Village project at 1540 S. Escondido Blvd received final Building approval on 3/28/19 and Fire approval on 3/15/19.
7. *No change from the previous.* The Latitude 2 apartment project at 650 Center City Pkwy has received Temporary Certificate of Occupancy for Buildings 2-4 and Building final approval for buildings 1-4.
8. *No change from the previous.* The new two story church sanctuary building at 1864 N. Broadway has received rough framing approval.
9. The Citron multifamily project at 2516 S. Escondido Blvd has received release of electrical meters for buildings 7 and 8 and final building approval for building 10.
10. The new 105-room hotel at 200 La Terraza Blvd is requesting a Temporary Certificate of Occupancy for staff training only.
11. *No change from the previous.* The four-story, 102,774 sf storage building at 222 W. Mission Ave has received inspection approval from Fire for the fire alarm system.
12. The new five-story storage building at 852 Metcalf St. has received inspection approval for the elevator, electric room and interior drywall.
13. *No change from the previous.* The new Gateway Grand 126-unit apartment project at 700 W. Grand Ave received approval to drop lumber from the Fire Department and are progressing through first floor framing.
14. *No change from the previous.* The new apartments at 917 W. Lincoln Ave has received inspection approval for exterior framing for buildings B and C. The project has 3 buildings and 9 total units.
15. Permits were issued for 3 accessory dwelling units at 1767 Foothill View Place, 1074 Memory Lane and 1078 Circle Dr.
16. Permits were issued for the new Shakey's Pizza tenant improvement at 355 N. Escondido Blvd.

ENGINEERING DEPARTMENT

Capital Improvements

1. 2018 Street Rehabilitation and Maintenance Project – This year's program will focus on residential areas south of Felicita and east of I-15 with major work on Citricado Parkway, Escondido Boulevard, Del Lago Boulevard, Centre City Parkway, Felicita Road, and Bear Valley Parkway. The replacement of concrete curb, gutter, and sidewalk is along Cranston Drive between Brotherton Road and Citracado Parkway this week. The pavement restoration is being done along Bear Valley Parkway between Las Palmas Drive to the north and Beethoven Drive to the south. For more information on the City's Street Maintenance Program including a comprehensive list of streets to be treated follow the link: (<https://www.escondido.org/city-of-escondido-street-maintenance-program.aspx>).
2. Valley Parkway/Valley Center Road Widening Project: Calendar Day 409 –Work on the punch list item is the focus of work this week. The landscape up-lighting is operational for the Welcome to Escondido monument.



3. Transit Center Pedestrian Bridge Project – *No changes from that reported last week:* Transit Center Pedestrian Bridge and Spruce Street Channel Improvement Project bid opening was held January 24. The preconstruction meeting is being scheduled. Safety training was completed for City staff working within North County Transit District right-of-way is set for next week.
4. Missing Link Project – The mid - block pedestrian crossing on Broadway is scheduled for inspection this Thursday by SDG&E.
5. HSIP Traffic Signal Project – *No changes from that reported last week:* The project will provide new traffic signals at Valley Parkway/Date Street and El Norte Parkway/Fig Street intersections. The project is funded by the Highway Safety Improvements Projects. The Notice to Proceed has been issued and the traffic signal poles have been ordered. The construction of the surface improvements will begin on May 6. All submittals have been reviewed and approved.
6. Tulip Street Improvements Phase IV –The construction of retaining walls is continuing along Tulip Street. Water laterals are being pot holed. SDG&E is working on gas lateral designs as

well as planning the replacement of a power pole locate at 2nd Avenue and Tulip Street intersection.

7. Multi Neighborhood Street Light L.E.D. Retrofit Project – *No changes from that reported last week:* The project will upgrade 644 existing high pressure sodium lights with energy efficient L.E.D. fixtures. The project boundaries are Lincoln Avenue to the north, 13th Avenue to the south, Ash Street to the east, and Upas Street to the west. The winning bid came in below the engineer’s estimate which will allow for the installation of an additional 100 lights. The project preconstruction meeting was held on Thursday, February 21. The new light fixtures have an anticipated delivery date of April 17. The work to install will commence immediately after delivery.
8. Storm Drain Pipe Lining and Rehabilitation Project Phase 1 – The project consists of 14 work zones and 3 Bid Alternate locations for the videoing, grouting, repairing, and lining of existing corrugated metal pipes (CMP) within the City’s inventory. The project bid opening was January 10, 2019. Four Engineering contractors supplied bids. The apparent low bidder was Sancon Engineering Inc. with a bid of \$841,310.00. The Engineers estimate for the project was \$746,734.00. The first day of the 120 construction calendar days was Monday of this week.

Private Development

1. Centre City Shopping Center – The projects pavement installation review has been completed. Portions of the Centre City Parkway and Mission Avenue frontage has been marked out for reconstruction. The timeline for this work is anticipated for later this month. This project is located at 425 West Mission Avenue.
2. Tract 932 - Canyon Grove Shea Homes Community – Engineering will be finishing 9 additional houses this week. Of the 179 home lots developed since the start of construction on February 11, 2016, only 14 remain under construction.
3. Latitude II Condominiums by a Lyon Homes Partnership: Washington Avenue @ Centre City Parkway – *No changes from that reported last week:* Work is ongoing for the construction of the storm water basins located along the Centre City Parkway frontage.
4. Tract 934 – Is a 5 lot subdivision located at 1207 Gamble Street. The contractor has submitted traffic control and received authorization for working in Gamble Street.
5. Veterans Village – *No changes from that reported last week:* The project has been walked and a punch list has been provided. One building will be released for occupancy this week.
6. KB Homes Oak Creek Project - *No changes from that reported last week:* The contractor is nearing completion of the remedial grading to remove unsuitable material from within the project. This work is focused on 4 specific areas. The project is located at the intersection of Hamilton Lane and Miller Avenue.
7. Escondido Self Storage - *No changes from that reported last week:* The grading of the project is idled. Offsite utility construction has begun along Brotherton Road. The project is located at the southwest corner of Brotherton Road and Cranston Drive.
8. Citron Development – *No changes from that reported last week:* The release of one additional building was completed this week.

9. ATT Facility Tank Relocation – Dewatering of the excavation is the order of the work this week. The contractor is awaiting the required permit for starting this operation
10. North American Self Storage – A temporary high line is required prior to construction of the new water main. This work should be complete this week. The water line work at Mission Avenue will be done during as night time operation. The project is located at 852 Metcalf Street.

GRANT APPLICATIONS

None this week.

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