



Council Meeting Agenda

DECEMBER 16, 2020

VIDEO CONFERENCE

5:00 P.M. Closed Session; 6:00 P.M. Regular Session

201 N. Broadway, Escondido, CA 92025

MAYOR	Paul McNamara
DEPUTY MAYOR	Michael Morasco
COUNCIL MEMBERS	Consuelo Martinez Tina Inscoe Joe Garcia
CITY MANAGER	Jeffrey Epp
CITY CLERK	Zack Beck
CITY ATTORNEY	Michael McGuinness
DIRECTOR OF COMMUNITY DEVELOPMENT	Mike Strong
DIRECTOR OF ENGINEERING SERVICES	Julie Procopio

COVID-19 PUBLIC SERVICE ANNOUNCEMENT

Pursuant to Governor Newsom's Executive Orders, including N-25-20 and N-29-20: Certain Brown Act requirements for the holding of a public meeting have been temporarily suspended and members of the Escondido City Council and staff will participate in this meeting via teleconference. In the interest of reducing the spread of COVID-19, members of the public are encouraged to submit their agenda and non-agenda comments online at the following link: <https://www.escondido.org/agenda-position.aspx>. Council Chambers will be closed.

Public Comment: To submit comments in writing, please do so at the following link: <https://www.escondido.org/agenda-position.aspx>. If you would like to have the comment read out loud at the meeting (not to exceed three minutes), please write "Read Out Loud" in the subject line.

Depending on the volume and/or similarity of public comments, and pursuant to the City Council Rules of Procedure, the Mayor or Presiding Councilmember may limit the number of comments to be read and/or limit the amount of time each comment may be read. It is in the interests of members of the public who desire that their statement be read out loud to be mindful of this potential limitation when drafting their comment. The entirety of all comments received from the public will be made a part of the record of the meeting.

The meeting will be available for viewing via public television on Cox Communications Channel 19 (Escondido only). The meeting will also be live streamed online at the following link: <https://www.escondido.org/meeting-broadcasts.aspx>

In the event a quorum of the City Council loses electrical power or suffers an internet connection outage not corrected within 15 minutes, the meeting will be adjourned. Any items noticed as public hearings will be continued to the next regularly scheduled meeting of the City Council. Any other agenda items the Council has not taken action on will be placed on a future agenda.

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

December 16, 2020
5:00 p.m. Meeting
Mitchell Room
Escondido City Council

CALL TO ORDER

ROLL CALL: Garcia, Inscoe, Martinez, Morasco, McNamara

ORAL COMMUNICATIONS

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

CLOSED SESSION: (COUNCIL/RRB)

- I. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code §54956.8)**
 - a. **Property:** 3400 Burnet Dr., APN 2251414000
City Negotiator: Jeffrey Epp, City Manager, or designee
Negotiating Parties: Association de Charros de El Caballo Park
Under Negotiation: Terms of Agreement
- II. CONFERENCE WITH LEGAL COUNSEL-- EXISTING LITIGATION (Government Code 54956.9(d)(1))**
 - a. Daniel Sundquist v. City of Escondido
Case No. 37-2019-00022784-CU-PO-NC
- III. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION/SIGNIFICANT EXPOSURE (Government Code 54956.9(d)(2))**
 - a. 1 matter (Potential litigation regarding Ordinance No. 2020-24)
 - b. 1 matter (Potential litigation regarding ROPS21-22)
- IV. CONFERENCE WITH LABOR NEGOTIATORS (Government Code § 54957.6)**
 - a. **Agency representative:** Jeffrey Epp (City Manager) and/or designee
Employee organization: Escondido Police Officers' Association
 - b. **Agency representative:** Jeffrey Epp (City Manager) and/or designee
Employee organization: Escondido Firefighters' Association

ADJOURNMENT



Council Meeting Agenda

**December 16, 2020
6:00 P.M. Meeting**

Escondido City Council

CALL TO ORDER

MOMENT OF REFLECTION:

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

FLAG SALUTE

ROLL CALL: Garcia, Inscoc, Martinez, Morasco, McNamara

CLOSED SESSION 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. (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 \(COUNCIL/RRB\)](#)

2. APPROVAL OF WARRANT REGISTER (Council)

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

- 347418 – 347640 dated November 10, 2020
- 347641 – 347896 dated November 18, 2020
- 347897 – 348062 dated November 24, 2020
- 348063 – 348310 dated December 2, 2020

Staff Recommendation: **Approval (Finance Department: Christina Holmes)**

3. APPROVAL OF MINUTES: Regular Meeting of November 18, 2020

4. ANNUAL FINANCIAL REPORT ON CAPITAL FUNDS FUNDED BY DEVELOPMENT IMPACT FEES PER GOVERNMENT CODE SECTION 66006 -

Request the City Council receive and file the Annual Financial Report on Development Impact Fees.

Staff Recommendation: **Receive and File (Finance Department: Christina Holmes)**

5. PUBLIC SERVICES AGREEMENT WITH INVOICE CLOUD, INC. TO PROVIDE ELECTRONIC PAYMENT AND BILLING SERVICES -

Request the City Council approve authorizing the Mayor to execute a five year Public Service Agreement with Invoice Cloud, Inc.

Staff Recommendation: **Approval (Finance Department: Christina Holmes)**

RESOLUTION NO. 2020-163

6. ADOPTION OF RESOLUTION NO. 2020-166 APPROVING RECOGNIZED OBLIGATION PAYMENT SCHEDULE ("ROPS21-22") FOR JULY 2021 THRU JUNE 2022 -

Request the City Council approve the Recognized Obligation Payment Schedule ("ROPS 21-22") so that the Successor Agency may continue to make payments due for enforceable obligations.

Staff Recommendation: **Approval (Finance Department: Christina Holmes)**

RESOLUTION NO. 2020-166

7. FINANCIAL REVIEW OF REIDY CREEK GOLF COURSE AND BUDGET ADJUSTMENT REQUEST-

Request the City Council review the City's financial obligations due to Reidy Creek and approve a budget adjustment for the fiscal year ending June 30, 2020 operating results.

Staff Recommendation: **Approval (Finance Department: Christina Holmes)**

8. PROPOSED MILLS ACT AGREEMENT AND CEQA EXEMPTION FOR 153 EAST 6th AVENUE (CASE NO. HP 19-0002) -

Request the City Council approve entering into a Mills Act Contract with the owner of 153 W. 6th Avenue. In addition, it is requested the City Council approve the CEQA exemption.

Staff Recommendation: **Approval (Community Development Department: Mike Strong)**

RESOLUTION NO. 2020-168

9. LEASE AGREEMENT WITH JOHN & ANN O'FLYNN dba LAKE WOHLFORD RESORT ON A PORTION OF A CITY OWNED PARCEL (APN:190-110-17), LAKE WOHLFORD ROAD, COUNTY OF SAN DIEGO -

Request the City Council approve authorizing the Mayor to execute a Lease Agreement with John & Ann O'Flynn on a City owned parcel located on Lake Wohlford Road in the County of San Diego (APN 190-110-17).

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

RESOLUTION NO. 2020-161

10. FY 2020-21 DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL GRANT AND BUDGET ADJUSTMENT -

Request the City Council approve and authorize the Escondido Police Department to accept a FY 2020-21 Department of Alcoholic Beverage Control Grant in the amount of \$20,000; 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. This grant will fund grant-required training, overtime, and overhead expenses for officers to conduct operations related to alcohol sales to minors and to enhance local efforts to reduce alcohol-related problems in the community.

Staff Recommendation: **Approval (Police Department: Edward Varso)**

RESOLUTION NO. 2020-169

11. FY 2019-20 REGIONAL REALIGNMENT RESPONSE GRANT AND BUDGET ADJUSTMENT -

Request the City Council approve authorizing the Escondido Police Department to accept \$80,000 of FY 2019-20 Regional Realignment Response Grant funds; 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. Funding was provided by the State of California Board of Community Corrections through Assembly Bill 118 and Senate Bill 89, initiatives to reduce state prison overcrowding and support local law enforcement efforts to efficiently manage offenders and parole-violators. Escondido's allocation is used to support regional and local suppression operations. Funds must be used for police officer overtime and associated overhead.

Staff Recommendation: **Approval (Police Department: Edward Varso)**

12. FY 2019 STATE HOMELAND SECURITY GRANT PROGRAM AND BUDGET ADJUSTMENT -

Request the City Council approve authorizing the Escondido Police Department to accept FY 2019 State Homeland Security Grant funds in the amount of \$115,710; 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. The County of San Diego Office of Emergency Services authorized the City of Escondido to spend its funds on equipment to support regional, public safety projects. The Fire Department will utilize \$57,440 to purchase VHF portable and mobile radios. The Police Department will utilize \$58,270 to purchase computers, monitors, investigative software, and medical kits.

Staff Recommendation: **Approval (Police Department: Edward Varso, Fire Department: Rick Vogt)**

CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)

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

13. ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING A MASTER AND PRECISE DEVELOPMENT PLAN TO SUPPORT THE NUTMEG HOMES PROJECT PROPOSAL ON THE SOUTH PORTION OF THE PROJECT SITE -

Approved on November 18, 2020 with a vote of 4/0

ORDINANCE NO. 2020-30 (Second Reading and Adoption)

PUBLIC HEARINGS

14. ANNUAL CODE CLEAN-UP AND AMENDMENTS TO THE MUNICIPAL CODE AND ZONING CODE (PL20-0636) -

Request the City Clerk approve amending various sections of the Zoning Code. The proposal involves minor amendments to Chapter 32 of the Municipal Code; and Article 1 ("General Provisions and Definitions"), Article 6 ("Residential Zones"), Article 16 ("Commercial Zones"), Article 19 ("Planned Development Zone"), Article 26 ("Industrial Zones"), Article 39 ("Off-Street Parking"), Article 40 ("Historical Resources"), Article 57 ("Miscellaneous Use Restrictions"), and Article 70 ("Accessory Dwelling Units") of the Escondido Zoning Code. The proposal also includes the adoption of the environmental determination prepared for the project.

Staff Recommendation: **Approval (Community Development Department: Mike Strong)**

ORDINANCE NO. 2020-31 (First Reading and Introduction)

15. DENSITY BONUS, TENTATIVE SUBDIVISION MAP, AND CONDOMINIUM PERMIT FOR A TEN-UNIT CONDOMINIUM DEVELOPMENT FOR HABITAT FOR HUMANITY -

Request the City Council approve a Tentative Subdivision Map and Condominium Permit for the development of ten for-sale units on a 0.6-acre site at 245 East El Norte Parkway (APN 229-040-14). The project developer is Habitat for Humanity, and all units would be reserved for low-income households. All units will have three bedrooms and 2.5 bathrooms, a private two car garage, and an enclosed private yard with patio. A common area will include various recreational and social amenities. A density bonus request is included with the project.

Staff Recommendation: **Approval (Community Development Department: Mike Strong)**

RESOLUTION NO. 2020-164

16. APPROVAL TO AMEND FISCAL YEAR 2019-2020 HUD ANNUAL ACTION PLAN ("THIRD AMENDMENT") AND BUDGET ADJUSTMENT -

Request the City Council approve amending the FY 2019-2020 HUD Action Plan, accepting the new Coronavirus Aid, Relief, and Economic Security ("CARES") Act funds from the Department of Housing and Urban Development ("HUD") and creating new projects to prevent, prepare for, and respond to COVID-19.

Staff Recommendation: **Approval (Community Development Department: Mike Strong)**

RESOLUTION NO. 2020-170

CURRENT BUSINESS

17. REVIEW AND UPDATE OF CURRENT CITY COUNCIL SUBCOMMITTEE MEMBER ASSIGNMENTS -

Request the City Council make determinations and ratify members to serve on the Council/Mayoral appointed subcommittees per the attached listing.

Staff Recommendation: **None (City Clerk's Office: Zack Beck)**

FUTURE AGENDA

18. FUTURE AGENDA -

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

Staff Recommendation: **None (City Clerk's Office: Zack Beck)**

COUNCIL MEMBERS SUBCOMMITTEE REPORTS AND OTHER 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
December 23	-	-	No Meeting (Christmas Break)	-
December 30	-	-	No Meeting (Christmas Break)	-
January 6	-	-	No Meeting	-
January 13	Wednesday	5:00 & 6:00 p.m.	Regular Meeting	Council Chambers

TO ADDRESS THE COUNCIL

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

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

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

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

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

- Online at <http://www.escondido.org/meeting-agendas.aspx>
- In the City Clerk's Office at City Hall
- 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 5:00 in Closed Session and 6:00 in Open Session.
(Verify schedule with City Clerk's Office)**

**Members of the Council also sit as the Successor Agency to the Community Development
Commission, 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

December 16, 2020

File No. 0400-40

SUBJECT: Approval of Warrants

DEPARTMENT: Finance Department

RECOMMENDATION:

Request approval for City Council and Housing Successor Agency warrant numbers:

347418 – 347640 dated November 10, 2020

347641 – 347896 dated November 18, 2020

347897 – 348062 dated November 24, 2020

348063 – 348310 dated December 2, 2020

FISCAL ANALYSIS:

The total amount of the warrants for the following periods are as follows:

November 5 – November 10, 2020, is \$ 658,837.15

November 11 – November 18, 2020, is \$ 2,276,472.53

November 19 – November 24, 2020, is \$ 1,101,575.53

November 25 – December 2, 2020, is \$ 1,678,376.97

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.

November 18, 2020
5:00 p.m. Meeting
Mitchell Room
Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 5:00 p.m. on Wednesday, November 18, 2020 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. Quorum present.

ORAL COMMUNICATIONS

None.

CLOSED SESSION: (COUNCIL/RRB)

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

- a. **Case Name:** Angelique Arenas v. City of Escondido
Case No.: San Diego Superior Court No. 37-2019-00037327-CU-PA-NC
- b. **Case Name:** KB Home Coastal, Inc. v. City of Escondido
Case No.: San Diego Superior Court No. 37-2020-00025968-CU-WM-NC
- c. **Matter Name:** North County Environmental Resources Project
Decision of Director of Planning & Development Services

Matter Number: County of San Diego, Planning & Development Services
PDS 2008-3910-0808012 (E.R. No.)
PDS 2008-3500-08-015 (Site Plan No.)
Hilltop Group, Inc. (Permittee)

II. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION (Government Code § 54956.9(d)(4))

- a. One Matter

ADJOURNMENT

Mayor McNamara adjourned the meeting at 5:40 p.m.

MAYOR

CITY CLERK

**November 18, 2020
6:00 P.M. Meeting**

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 6:00 p.m. on November 18, 2020 via Video Conference and in the City Council Chambers at City Hall with Mayor McNamara presiding.

MOMENT OF REFLECTION

Zack Beck, City Clerk led the Moment of Reflection

FLAG SALUTE

Paul McNamara, Mayor, led the Flag Salute

ATTENDANCE

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

Also present were: Jeffrey Epp, City Manager; Michael McGuinness, City Attorney; Mike Strong, Director of Community Development; Julie Procopio, Director of Engineering Services; and Zack Beck, City Clerk.

CLOSED SESSION REPORT

Matter Name: North County Environmental Resources Project
Decision of Director of Planning & Development Services

Matter Number: County of San Diego, Planning & Development Services
PDS 2008-3910-0808012 (E.R. No.)
PDS 2008-3500-08-015 (Site Plan No.)
Hilltop Group, Inc. (Permittee)

MOTION: Approved 4-0 to ratify approval.

ORAL COMMUNICATIONS

Nancy Burian - Expressed concern regarding fencing in her neighborhood.

Gloria Conejo - Requested the Council adopt term limits and rank-choice voting.

CONSENT CALENDAR

MOTION: Moved by Councilmember Morasco and seconded by Councilmember Diaz to approve all consent calendar items except items 4, 9 and 13. Approved unanimously.

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

2. APPROVAL OF WARRANT REGISTER (Council)

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

- 346808 – 347008 dated October 21, 2020

- 347009 – 347232 dated October 28, 2020
- 347233 – 347417 dated November 4, 2020

Staff Recommendation: **Approval (Finance Department: Christina Holmes)**

3. APPROVAL OF MINUTES: Regular Meetings of October 21, 2020 and October 28, 2020

4. BID AWARD FOR THE LED STREET LIGHT RETROFIT PROJECT - PHASE 2 -

Request the City Council approve rejecting the bid protest submitted by HMS Construction, awarding the bid to Baker Electric Inc. determined to be the lowest responsive and responsible bidder, and authorizing the Mayor and City Clerk to execute a Public Improvement Agreement in the amount of \$257,644 for the Multi Neighborhood Street Light L.E.D. Retrofit Project – Phase 2. (File Code No. 0470-32, A-3346)

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

RESOLUTION NO. 2020-158

Ed Gallo - Requested the City install new lights on Harding and Rose.

MOTION: Moved by Councilmember Diaz and seconded by Deputy Mayor Martinez to approve rejecting the bid protest submitted by HMS Construction, awarding the bid to Baker Electric Inc. determined to be the lowest responsive and responsible bidder, and authorizing the Mayor and City Clerk to execute a Public Improvement Agreement in the amount of \$257,644 for the Multi Neighborhood Street Light L.E.D. Retrofit Project – Phase 2. Approved unanimously.

5. ANNEXING PROPERTY TO CITYWIDE SERVICES COMMUNITY FACILITIES DISTRICT 2020-1 -

Request the City Council approve annexing two properties with proposed projects containing 21-units into the Citywide Services CFD 2020-1. Each property owner has provided a signed form consenting to the annexation. (File Code No. 0850-20)

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

RESOLUTION NO. 2020-160

6. NOTICE OF COMPLETION FOR PRADERA (TRACT 889, TRACT 894, SUB13-0033, SUB13-0011) NORTH OF LEHNER AVENUE TO STANLEY AVENUE, EAST OF ASH STREET TO CONWAY DRIVE -

Request the City Council approve the public improvements and authorize staff to file a Notice of Completion for the Pradera Tract 889, Tract 894, SUB13-0003, SUB13-0010, and SUB13-0011. (File Code No. 0600-95)

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

RESOLUTION NO. 2020-157

7. APPROVAL OF PAYMENT TO SDG&E FOR DESIGN AND MATERIALS NECESSARY FOR RELOCATION OF UTILITIES FOR THE CITRACADO PARKWAY EXTENSION PROJECT –

Request the City Council approve authorizing additional payment in the amount of \$174,300 as required by the Electric Transmission Facility Relocation Agreement with SDG&E for design and pre-order of materials necessary to relocate transmission electric lines in conflict with the upcoming Citracado Parkway Extension Project. (File Code No. 0680-20)

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

8. REQUEST FOR AUTHORIZATION TO PROCESS AN ANNEXATION AND GENERAL PLAN AMENDMENT OF FIVE PARCELS ON NORTH IRIS LANE -

Request the City Council provide direction to initiate an application for an Annexation and General Plan Amendment and how it affects a site containing five parcels totaling 7.7 gross acres, and reflects an intent to process a residential subdivision on this site. (File Code No. 0850-20)

Staff Recommendation: **Provide Direction (Community Development Department: Mike Strong)**

9. HOUSING AND COMMUNITY INVESTMENT STUDY - AWARD OF CONTRACT TO HARRIS & ASSOCIATES FOR THE PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR THE HOUSING ELEMENT UPDATE AND EAST VALLEY SPECIFIC PLAN –

Request the City Council approve authorizing the City Manager to enter into an agreement for professional services with Harris & Associates in a not-to-exceed amount of \$249,775 for the preparation of an EIR to support the HCIS. (File Code No. 0600-11)

Staff Recommendation: **Provide Direction (Community Development Department: Mike Strong)**

RESOLUTION NO. 2020-165

MOTION: Moved by Deputy Mayor Martinez and seconded by Councilmember Morasco to approve authorizing the City Manager to enter into an agreement for professional services with Harris & Associates in a not-to-exceed amount of \$249,775 for the preparation of an EIR to support the HCIS. Approved unanimously.

10. FOURTH AMENDMENT TO THE CONSULTING AGREEMENT FOR THE LAKE WOHLFORD DAM REPLACEMENT PROJECT -

Request the City Council approve and authorize the Mayor to execute a Fourth Amendment to the Consulting Agreement with Black & Veatch Corporation for the Lake Wohlford Dam Replacement Project. (File Code No. 0600-10, A-3060)

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

RESOLUTION NO. 2020-162

CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)

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

11. ADOPTION OF ORDINANCE REDUCING CAMPAIGN CONTRIBUTION LIMITS FOR MAYOR AND COUNCILMEMBERS AND RELATED CAMPAIGN CONTROL AMENDMENTS -

Approved on October 21, 2020 with a vote of 3/1 (Morasco - No)

ORDINANCE 2020-27 (Second Reading and Adoption)

12. ORDINANCE AMENDING ESCONDIDO MUNICIPAL CODE CHAPTER 2, ADMINISTRATION, ARTICLE 2, CITY COUNCIL, SECTION 2-24 FOR THE SELECTION OF A DEPUTY MAYOR -

Approved on October 21, 2020 with a vote of 4/0

ORDINANCE NO. 2020-28 (Second Reading and Adoption)

13. ORDINANCE TO AMEND ESCONDIDO MUNICIPAL CODE CHAPTER 16, ARTICLE 3, BUSINESSES LICENSED FOR REVENUE AND REGULATION, BY ADDING DIVISION 6, TOBACCO RETAILER LICENSE -

Approved on October 28, 2020 with a vote of 4/0

ORDINANCE NO. 2020-29R (Second Reading and Adoption)

Mary Anne Dijak - Expressed support for the item.

MOTION: Moved by Deputy Mayor Martinez and seconded by Councilmember Diaz to adopt Ordinance No. 2020-29R. Approved unanimously.

PUBLIC HEARINGS

14. ADOPTION OF PROPOSED ADJUSTMENTS TO CITY USER FEES -

Request the City Council approve proposed changes to City User Fees. (File Code No. 0600-10)

Staff Recommendation: **Approval (Finance Department: Christina Holmes)**

RESOLUTION NO. 2020-88

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to approve proposed changes to City User Fees. Approved unanimously.

15. FISCAL YEAR 2020-2021 HUD ANNUAL ACTION PLAN SUBSTANTIAL AMENDMENT AND BUDGET ADJUSTMENT -

Request the City Council approve to amend the US Housing & Urban Development FY 2020-2021 Annual Action Plan authorizing new Community Development Block Grant activities. (File Code No. 0870-11)

Staff Recommendation: **Approval (Community Development Department: Mike Strong)**

RESOLUTION NO. 2020-154

Kelly Capen Douglas - Expressed support for the item.

Robin Fox - Expressed support for the item.

MOTION: Moved by Councilmember Morasco and seconded by Deputy Mayor Martinez to amend the US Housing & Urban Development FY 2020-2021 Annual Action Plan authorizing new Community Development Block Grant activities. Approved unanimously.

16. MASTER AND PRECISE DEVELOPMENT PLAN, TENTATIVE SUBDIVISION MAP, AND GRADING EXEMPTION – NUTMEG HOMES RESIDENTIAL PROJECT - SOUTH PORTION (SUB 20-0007) -

Request the City Council approve a Master and Precise Development Plan to develop the south portion of the Nutmeg Homes site with up to 97 townhome units. In addition, approve a Tentative Subdivision Map and Grading Exemption for this development. (File Code No. 0860-20)

Staff Recommendation: **Approval (Community Development Department: Mike Strong)**

a) RESOLUTION NO. 2020-152 b) ORDINANCE 2020-30 (First Reading and Introduction)

Michael Sprangler - Expressed concern regarding the project.

MOTION: Moved by Deputy Mayor Martinez and seconded by Councilmember Diaz to approve a Master and Precise Development Plan to develop the south portion of the Nutmeg Homes site with up to 97 townhome units. In addition, approve a Tentative Subdivision Map and Grading Exemption for this development. Approved unanimously.

CURRENT BUSINESS

17. APPROVAL FOR USE OF THE PROP 68 PER CAPITA GRANT IN THE AMOUNT OF \$271,303 TO FUND A "JOHN MASSON MEMORIAL BIKE PARK" IN JESMOND DENE PARK AND A BUDGET ADJUSTMENT -

Request the City Council approve the application(s) for Prop 68 Per Capita grant funds, and authorize the Deputy City Manager/Director of Communications and Community Services or her designee to complete and submit all documents necessary for the completion of the grant scope(s); and approve the naming of the proposed bike park, the John Masson Memorial Bike Park in honor of late Councilmember John Masson. (File Code No. 0480-70)

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

RESOLUTION NO. 2020-151

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to approve the application(s) for Prop 68 Per Capita grant funds, and authorize the Deputy City Manager/Director of Communications and Community Services or her designee to complete and submit all documents necessary for the completion of the grant scope(s); and approve the naming of the proposed bike park, the John Masson Memorial Bike Park in honor of late Councilmember John Masson. Approved unanimously.

18. WASHINGTON PARK SKATE SPOT UPDATE -

Request the City Council receive and file the current skate spot report and presentation. (File Code No. 0915-07)

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

Angela Salcido - Expressed support for the project and requested that more soccer fields be constructed in Escondido.

19. UNCLASSIFIED SERVICE SCHEDULE, SALARY PLANS, AND BUDGET ADJUSTMENT -

Request the City Council approve to amend and re-establish the salary schedule for the Unclassified and Management groups and the Part-Time Hourly Compensation Plan, approve the budget adjustment for a new Building Development Technician, and receive and file update regarding classification and compensation study of full-time positions. (File Code No. 0720-20)

Staff Recommendation: **Approval (Human Resources Department: Jessica Perpetua; Community Development Department: Mike Strong)**

a) RESOLUTION NO. 2020-140 b) RESOLUTION NO. 2020-141

MOTION: Moved by Councilmember Diaz and seconded by Deputy Mayor Martinez to amend and re-establish the salary schedule for the Unclassified and Management groups and the Part-Time Hourly Compensation Plan, approve the budget adjustment for a new Building Development Technician, and

receive and file update regarding classification and compensation study of full-time positions. Approved unanimously.

- 20. RE-CAP OF COUNCIL TENURE AND LEAVING OFFICE COMMENTS: COUNCILMEMBER DIAZ-**
Request the City Council receive an overview and summary of Councilmember Diaz's career with the City of Escondido. (File Code No. 0610-90)

Staff Recommendation: **None (Councilmember: Olga Diaz)**

Barbara Letsom - Expressed appreciation for Councilmember Diaz.

Brenda Townsend - Expressed appreciation for Councilmember Diaz.

Danielle Coony - Expressed appreciation for Councilmember Diaz.

Danielle Polson - Expressed appreciation for Councilmember Diaz.

Deborah Flemming - Expressed appreciation for Councilmember Diaz.

Gloria Kendall - Expressed appreciation for Councilmember Diaz.

Gloria Conejo - Expressed appreciation for Councilmember Diaz.

Evelyn Langston - Expressed appreciation for Councilmember Diaz.

John Williams - Expressed appreciation for Councilmember Diaz.

Joseph Jawas Masso - Expressed appreciation for Councilmember Diaz.

Kay Guy - Expressed appreciation for Councilmember Diaz.

Kevin Stevenson - Expressed appreciation for Councilmember Diaz.

Linda Wilkinson - Expressed appreciation for Councilmember Diaz.

Lucia Levine - Expressed appreciation for Councilmember Diaz.

Maribeth Plunk - Expressed appreciation for Councilmember Diaz.

Mary Anne Dijak - Expressed appreciation for Councilmember Diaz.

Melissa Aguilar - Expressed appreciation for Councilmember Diaz.

Nedy Velazquez - Expressed appreciation for Councilmember Diaz.

Patricia Borchmann - Expressed appreciation for Councilmember Diaz.

Rob Knecht - Expressed appreciation for Councilmember Diaz.

Tania Bowman - Expressed appreciation for Councilmember Diaz.

FUTURE AGENDA

21. 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 AND OTHER 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

None.

ADJOURNMENT

Mayor McNamara adjourned the meeting at 8:35 p.m.

MAYOR

CITY CLERK

CITY COUNCIL STAFF REPORT

Consent Item No. 4

December 16, 2020

File No. 0480-45

SUBJECT: Annual Financial Report on Capital Funds Funded by Development Impact Fees per Government Code Section 66006

DEPARTMENT: Finance Department

RECOMMENDATION:

It is requested that the City Council receive and file the Annual Financial Report on Development Impact Fees.

FISCAL ANALYSIS:

There is no fiscal impact from this action.

PREVIOUS ACTION:

The annual report for the Fiscal Year ending June 30, 2019, was brought to the City Council on November 6, 2019.

BACKGROUND:

The Mitigation Fee Act, codified as California Government Code Section 66006, requires local agencies that impose Development Impact Fees to follow certain accounting procedures for tracking fee revenue received and to prepare an annual, consolidated report showing the receipt and use of those fees. The Fiscal Year June 30, 2020 Financial Information Report (Attachment 1) provides the information required by the Government Code for the four Development Impact Fees that meet this reporting requirement: Park Development, Traffic Impact, Storm Drain, and Public Facilities. These fees are accounted for in separate funds, and each fund earns and accumulates interest. No refunds have been made nor are any required.

The annual report is not a budget document and only reports the revenues, expenditures, and project balances as of and for the fiscal year ending June 30, 2020. More information on these funds and all other capital project funds is available in the Five-Year Capital Improvement Program, which was adopted by the City Council for Fiscal Years 2020/21-2024/25.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Christina Holmes, Director of Finance

12/9/20 3:43 p.m.

ATTACHMENTS:

1. Attachment 1 - Financial Information Report

CITY OF ESCONDIDO
Financial Information Report
Capital Funds Funded by Development Impact Fees and Subject to Gov. Code Sec. 66006
Fiscal Year Ended June 30, 2020

This report contains information on the City of Escondido's Capital Funds Funded by Development Impact Fees. These fees collected from developers are subject to the Government Code Section 66000 et seq., which governs the administration of development fees paid by developers for the public facilities and infrastructure needed to serve the new development. In order to be in compliance with the government code, fees are accounted for in separate funds to ensure that the fees are spent on the specific purpose for which they were collected. This report is organized by the fund that each development fee is collected in and includes the following information:

- 1) A brief description of the type of fee collected in each fund
- 2) The amount of the fee
- 3) The beginning and ending balances in each fund
- 4) The amount of fees collected, interest earned, and transfers/loans
- 5) A description of the public improvements that the fees were spent on, along with the total percentage of the cost of the public improvement that was funded with the fees
- 6) A description of each interfund transfer or loan made from each fund, along with the date the loan will be repaid and the rate of interest
- 7) The estimated date when projects will commence if sufficient funds have been collected to complete a project
- 8) The amount of refunds made pursuant to the code, if applicable

For the fiscal year ended June 30, 2020 there were no refunds of development fees pursuant to the code. For more information regarding timelines, future uses, and history on the capital projects designated by the City Council in these funds, see the City of Escondido's Five Year Capital Improvement Program and Budgets, which are available on the City of Escondido's website or at the City Clerk's reference desk.

PARK DEVELOPMENT FUND	Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenue & Transfers-In	Capital Expenditures & Transfers-Out	Ending Fund Balance
FUND 109	\$ 3,890,507	\$ 293,714	\$ 149,411	\$ -	\$ (342,627)	\$ 3,991,005

Park Fee: \$6,849.30 per dwelling unit, \$6,533.10 per dwelling unit for multi family development, \$4,655.40 per dwelling unit located in the Downtown Specific Plan Area

Purpose: To ensure that the park land and recreational facility standards established by the City are met with respect to the additional needs created by such development.

Capital Expenditures and Transfers Out:

Project No.	Expenditure Description	Expenditures	FYE 2020 Appropriation Balance	Fees as a % of Total Project's Funding
501701	Aquatic Facility Improvements	8,387	1,204,395	100%
501001	Calisthenics Park Equipment	41,290	-	100%
501602	City Park Capital Improvements	60,000	36,414	100%
501810	City Skate Spots	105,054	428,622	100%
503501	El Caballo Environmental Review	-	40,000	100%
501002	Expanded Arena Sports	56	295,144	100%
508901	Grape Day Park CPTED Improvements	28,855	366,411	100%
501901	Grape Day Park Expansion	-	438,395	100%
501601	Grape Day Park Restrooms	28,694	712,130	100%
501404	Jim Stone Pool	-	137,110	24%
501501	Kit Carson Park Parking Lot Lights & Security	11,511	899,535	100%
501702	Kit Carson Park Sports Center Restroom	-	53,344	100%
504901	Kit Carson Park Tennis Courts	-	10,062	100%
501003	MVP Tennis Courts Resurfacing	120	40,680	100%
508902	Park Development Outreach	21,857	9,943	100%
504902	Park Signage	1,500	22,117	100%
501808	Play Equipment Shade Structure	-	250,000	100%
501903	Washington Park Improvements	26,056	17,094	100%
501809	Washington Park Parking Lot Expansion	9,247	375,609	100%
504501	Washington Park Tennis Courts	-	17,049	100%
Total Expenditures and Appropriations:		\$ 342,627	\$ 5,354,053	

CITY OF ESCONDIDO
Financial Information Report
Capital Funds Funded by Development Impact Fees and Subject to Gov. Code Sec. 66006
Fiscal Year Ended June 30, 2020

TRAFFIC IMPACT FUND	Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenue & Transfers-In	Capital Expenditures & Transfers-Out	Ending Fund Balance
FUND 120	\$ 5,079,630	\$ 661,879	\$ 193,906	\$ -	\$ (658,777)	\$ 5,276,639

Local Traffic Fee: \$4,109.58 per single-family dwelling unit, \$2,054.28 per dwelling unit for multi family development
(See City Fee Guide for Development Projects Traffic fee schedule for additional details)

Purpose: To ensure that the traffic and transportation facility standards established by the City are met with respect to the additional needs created by such development.

Regional Traffic (RTCIP) Fee: \$2,583.15 per residential dwelling unit

Purpose: To ensure local agency participation in circulation improvements to allow quality of life standards to be achieved and allow new development to proceed.

Capital Expenditures and Transfers Out:

Project No.	Expenditure Description	Expenditures	FYE 2020 Appropriation Balance	Fees as a % of Total Project's Funding
661901	Centre City Parkway Signals	-	350,000	100%
661001	Citracado, West Valley to Harmony Grove	-	6,485,390	17%
661406	El Norte Pkwy Bridge at Escondido Creek	648,575	-	14%
668901	Roadway Network Update	10,202	83,215	100%
Total Expenditures and Appropriations:		\$ 658,777	\$ 6,918,605	

Interfund Loans:

During the fiscal year ended 1985, per CDC resolution 85-7, the traffic impact fund established a loan to the Community Development Commission (CDC) to provide funding to construct certain capital improvements as described in the Redevelopment Plan. The initial loan amount was \$200,000, with accrued interest and payments received the current balance is \$1,018,427.

STORM DRAIN FUND	Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenue & Transfers-In	Capital Expenditures & Transfers-Out	Ending Fund Balance
FUND 227	\$ 653,973	\$ 132,332	\$ 15,654	\$ -	\$ (75,417)	\$ 726,542

Drainage Facilities Single-family residential \$1,113.84 per dwelling unit, non-residential \$0.72 per sq. ft.

Fee: Multi-family residential \$460.02 per dwelling unit.

Purpose: To ensure that storm water drainage facilities meet the requirements established by the City's Drainage Master Plan.

Capital Expenditures and Transfers Out:

Project No.	Expenditure Description	Expenditures	FYE 2020 Appropriation Balance	Fees as a % of Total Project's Funding
671801	E Valley Pkwy & Midway Drainage Improvem	61,914	747,456	100%
671403	Storm Drain - Chestnut at Luna Vista	-	5,351	100%
679908	Storm Drain - La Honda Drive	-	200,001	100%
799501	Fees Available for Developer Reimbursements	13,503	-	100%
Total Expenditures and Appropriations:		75,417	952,808	

CITY OF ESCONDIDO
Financial Information Report
Capital Funds Funded by Development Impact Fees and Subject to Gov. Code Sec. 66006
Fiscal Year Ended June 30, 2020

PUBLIC FACILITIES FUNDS	Beginning Fund Balance	Developer Fee Revenue	*Interest Earned	Other Revenue & Transfers-In	Capital Expenditures & Transfers-Out	Ending Fund Balance
FUNDS 243	\$ 7,555,580	\$ 437,322	\$ 277,650	\$ -	\$ (1,066,853)	\$ 7,203,699

Public Facility Fee: Residential \$4,872.54 per dwelling unit.
Commercial \$2.21 per square foot, Industrial \$1.67 per square foot. Parking structure \$0.60 per square foot.

Purpose: To ensure that public facility standards established by the City are met with respect to the additional needs created by such development. (For public facilities such as Police, Fire, Library, etc.)

Capital Expenditures and Transfers Out:

<u>Project No.</u>	<u>Expenditure Description</u>	<u>Expenditures</u>	<u>FYE 2020 Appropriation Balance</u>	<u>Fees as a % of Total Project's Funding</u>
406601	Automated Materials Handling	19,446	83,796	100%
128901	CAD Mapping Upgrade	-	345,000	100%
100239	Computer Aided Dispatch	-	80,036	46%
121501	Downtown Public Wireless	4,420	862	100%
151701	Dumpster Enclosure Security Upgrades	4,162	24,894	100%
166901	Fire Department Aerial Truck	600,849	-	100%
153009	GIS Public Internet Server	-	3,584	100%
400901	Library Books & Circulating Materials	246,897	-	100%
408101	Library Expansion Project	-	199,377	100%
160001	Mechanical CPR Resuscitation	53,552	-	100%
441801	PACC Entry Gate	-	8,873	100%
410001	PACC Fire Alarm Systems	-	80,000	100%
410002	PACC Security Improvements	34,248	15,752	100%
406001	Public Printing	-	80,000	100%
556501	Public Works Yard Relocation	-	6,792,791	23%
406602	Radio Frequency Identification	17,168	38,175	100%
106702	RCS Financing	86,111	516,615	23%
Total Expenditures and Appropriations:		\$1,066,853	\$8,269,755	

Interfund Loans:

During the fiscal year ended 2015, per resolution 2014-115, the public facilities fund established a loan to the general fund to expedite the purchase of a CAD system. The initial loan amount was \$225,000 and was set to be repaid in 5 years with an annual principal payment of \$45,000 and interest equivalent to the City's calculated investment portfolio monthly yield. During this fiscal year, \$45,000 in principal was repaid along with \$848.25 in interest. The remaining principal balance on the loan as of June 30, 2020 is \$0.

During the fiscal year ended 2019, per resolution 2018-146, the public facilities fund established a loan to the California Center for the Arts (CCA) to expedite the purchase of a Sound System in the CCA Concert Hall. The initial loan amount was \$261,500 and is being repaid in monthly payments over 5 years. The loan is being repaid with an interest rate of 2.598%. The remaining balance on this loan as of June 30, 2020 is \$173,808.52.

During the fiscal year ended 2020, per resolution 2019-161, the public facilities fund established a loan to the California Center for the Arts (CCA) to finance Conference Center furnishings. The initial loan amount was \$100,000 and is being repaid in monthly payments over 5 years. The loan is being repaid with an interest rate of 3.069%. The remaining balance on this loan as of June 30, 2020 is \$92,239.17.

CITY COUNCIL STAFF REPORT

Consent Item No. 5

December 16, 2020

File No. 0600-10, A-3229

SUBJECT: Public Services Agreement with Invoice Cloud, Inc. to Provide Electronic Payment and Billing Services

DEPARTMENT: Finance Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2020-163 authorizing the Mayor to execute a five (5) year Public Service Agreement with Invoice Cloud, Inc.

FISCAL ANALYSIS:

The cost of services provided by Invoice Cloud, Inc. ("Invoice Cloud") is variable, dependent on the volume of transactions and the type of credit card presented for payment. Invoice Cloud assesses a \$.70 per credit card transaction and \$.50 per Auto Clearing House (ACH) transaction. Invoice Cloud is proposing a fee increase of \$.02 for each payment option to \$.72 per credit card transaction and \$.52 per Auto Clearing House (ACH) transaction as part of the extension of the contract.

In FY2019/20, the fees paid to Invoice Cloud for processing Utility Billing payments were approximately \$124,000 allocated to the Water and Wastewater Funds. The General Fund incurred fees of \$2,240 for the processing of business license payments.

Interchange fees are also incurred and paid by the City of Escondido ("City") as part of the service costs of processing credit card payments. Interchange fees are transaction fees that the merchant's bank account must pay whenever a customer uses a credit or debit card. The fees are paid to the card-issuing bank to cover handling costs, fraud and bad debt costs and the risk involved in approving the payment. Interchange fees differ based on variety of factors including the credit card company, the type of card (e.g. rewards card, business card, etc.), and transaction size.

In FY2019/20, the interchange fees paid for processing Utility Billing payments were approximately \$144,000 allocated to the Water and Wastewater Funds. The General Fund incurred fees of \$8,000 for the processing of business license payments.

PREVIOUS ACTION:

On August 16, 2017, the City Council adopted Resolution No. 2017-116, approving the Public Services Agreement with Invoice Cloud to Provide Electronic Payment and Billing Services for Utility Billing accounts.

Public Services Agreement with Invoice Cloud, Inc. to Provide Electronic Payment and Billing Services

December 16, 2020

Page 2

BACKGROUND:

Prior to May 2018, online payment services for Utility Billing were processed by Velocity, a website provided by Bank of America. The website was difficult to use and resulted in frustrated customers. To provide a better online payment service for the City's Utility Billing customers, a Request for Proposal process was completed and City Council approved a contract with Invoice Cloud.

On May 1, 2018, the new online payment portal with Invoice Cloud successfully launched for Escondido Utility Billing customers. The service provides customers the option of paying their utility bill online, by phone, or by text. The Invoice Cloud payment portal also gives customers the ability to enroll in paperless billing and optional text message features. In addition to creating efficiencies for staff, the new online payment interface and account management options have decreased customer complaints, increased customer satisfaction level with the online customer experience, and has increased the number of customers that are utilizing the online customer portal.

In FY2019/20, Invoice Cloud processed approximately 180,000 utility billing payment transactions. Of the 32,000 Escondido utility billing customers, 40% have registered with the online system, approximately 10,000 customers have selected the paperless billing option, 3,500 have registered to pay by text, and almost 9,000 customers have enrolled in the auto pay option.

Invoice Cloud payment processing services have also been integrated with the implementation of Cityworks. In March 2019, Business License went live with the Cityworks web portal for online services. In FY2019/20, 3,600 business license payments were processed online by Invoice Cloud. On July 1, 2020, the online services offered through the Cityworks web portal were expanded to include the Fire, Planning, Building, Engineering, and Field Engineering departments.

Currently, not all payments for City services can be made online. Online payment options increase City operational efficiencies and provide a convenience to customers. The Coronavirus pandemic has also created a greater need for "contactless" payments as social distancing and various restrictions for public interactions are in place. Approving the Public Services Agreement with Invoice Cloud and expanding the use of their online payment services to other City departments will provide efficiencies for City staff and offer a universal and consistent experience for customers.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Christina Holmes, Director of Finance

12/9/20 3:43 p.m.

ATTACHMENTS:

1. Resolution No. 2020-163
2. Resolution No. 2020-163 – Exhibit "A" – Public Services Agreement

RESOLUTION NO. 2020-163

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC SERVICES AGREEMENT WITH INVOICE CLOUD, INC. FOR ELECTRONIC PAYMENT AND BILLING SERVICES.

WHEREAS, on March 29, 2017, the City issued a Request for Proposal (“RFP”) for electronic payment and billing services for Utility Billing; and

WHEREAS, on August 16, 2017, the City Council adopted Resolution No. 2017-116, authorizing the Mayor and City Clerk to execute a three year Public Service Agreement (“Agreement”) with Invoice Cloud, Inc. for Utility Billing electronic payment and billing services; and

WHEREAS, on September 26, 2018, the City issued a Request for Proposal (“RFP”) for online payment gateway services for Business License, Code Enforcement, Building, Planning, and Engineering; and

WHEREAS, on October 10, 2018, the Deputy City Manager executed a Public Service Agreement with Invoice Cloud, Inc. for online payment gateway services; and

WHEREAS, Invoice Cloud, Inc. is a secure, robust, and efficient processing system and has successfully performed online payment and billing services for the City for three years; and

WHEREAS, it is the City’s desire to expand the payment options and convenience to allow customers to pay for additional City services online; and

WHEREAS, the Public Services Agreement with Invoice Cloud, Inc. will provide a unified and consistent experience for City customers for all applications for electronic payment processing and billing services and will provide the capability for the City to expand online payments to additional City services.

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 this recommendation from the Director of Finance.
3. That the Mayor is hereby authorized to execute the attached Public Services Agreement for online payment and billing services in substantially similar form as approved by the City Attorney. A copy of this Public Services Agreement is attached as Exhibit "A" and incorporated by this reference.



CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT

This Public Services Agreement ("Agreement") is made and entered into as of this ____ day of _____ 2020 ("Effective Date")

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Christina Holmes
(760) 839-4620
("CITY")

And: INVOICE CLOUD, INC.
a Delaware corporation
30 Braintree Hill Office Park, Suite 303
Braintree, MA 02184
Attn: Thomas E. Griffin, President
781-848-3733
("CONTRACTOR").

WHEREAS, the CITY and CONTRACTOR desire to enter into this Agreement for the performance of the Services described herein.

NOW, THEREFORE, it is mutually agreed as follows:

1. Description of Services. CONTRACTOR shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services"). CONTRACTOR agrees to diligently perform the Services to their completion, with professional quality and technical accuracy.
2. Compensation. The CONTRACTOR'S compensation for all Services shall be estimated based on the CITY's activity and usage. Any breach of this Agreement shall relieve the CITY from the obligation to pay CONTRACTOR, if CONTRACTOR has not corrected the breach within a reasonable time after CITY provides notice. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in any subsequent amendment shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.
3. Term and Time of Performance. The term of this Agreement shall be for a period of five years, commencing on the Effective Date of this Agreement. The CITY shall have five successive options to extend the initial five-year term of this Agreement, from the date upon which the term of this Agreement would otherwise expire. Each of the five successive options to extend this Agreement shall be for a period of one year. If the CITY elects to exercise any of said options, it shall do so by

written amendment of this Agreement. Extension of terms or time of performance may be made only upon the City's written consent

4. Scope of Compensation. CONTRACTOR shall be compensated only for performance of the Services as described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent.
5. Performance. CONTRACTOR shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement.
6. City Property. All original documents, drawings, electronic media, and other materials prepared by CONTRACTOR pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONTRACTOR for any other purpose without the CITY's prior written consent.
7. Insurance Requirements.
 - a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal advertising injury, with limits no less than \$2,000,000 per occurrence, \$4,000,000 general aggregate.
 - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.
 - (3) *Workers' Compensation.* Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.
 - b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
 - (1) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A- rating. Best's rating of no less than A-III, or as approved by the CITY.
 - (2) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, and CG 20 37 if a later edition is used. The Automobile Liability additional insured endorsement shall be at least as broad as ISO Form CA 20 01.
 - (3) *Primary Coverage.* CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents,

employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

- (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (5) *Subcontractors.* If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
 - (6) *Waiver of Subrogation.* CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its agents, representatives, employees, and subcontractors.
 - (7) *Self-Insurance.* CONTRACTOR may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONTRACTOR shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONTRACTOR's (i) net worth and (ii) reserves for payment of claims of liability against CONTRACTOR are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONTRACTOR's utilization of self-insurance shall not in any way limit the liabilities assumed by CONTRACTOR pursuant to this Agreement.
 - (8) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.
- c. *Verification of Coverage.* At the time CONTRACTOR executes this Agreement, CONTRACTOR shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
 - d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
 - e. *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage CONTRACTOR must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
 - f. Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONTRACTOR fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement or (ii) order CONTRACTOR to stop work under this Agreement and/or withhold any payment that becomes due to CONTRACTOR until CONTRACTOR demonstrates compliance with the insurance requirements in this Agreement.

8. Indemnification, Duty to Defend, and Hold Harmless.

- a. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall hold harmless, defend, and indemnify the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONTRACTOR's (including CONTRACTOR's agents, employees, and subcontractors, if any) performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the sole negligence or willful misconduct of the CITY.
- b. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall defend, indemnify, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.
- c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.

9. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONTRACTOR in entering into this Agreement, CONTRACTOR shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.

10. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

11. Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.

12. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR.

13. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONTRACTOR concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.

14. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by CITY, in whole or in part.

15. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this

Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.

16. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
17. Multiple Copies of Agreement/Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence if any differences exist among copies or counterparts of the Agreement.
18. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
19. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONTRACTOR shall promptly provide the other party with notice of any changes to such contact information.
20. Business License. CONTRACTOR shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
21. Compliance with Laws, Permits, and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. This shall include, but shall not be limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither CITY, nor any elected or appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
22. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/oprl/dprevwagedetermination.htm> and incorporated into this Agreement by this reference. Neither CITY, nor any elected or appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
23. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONTRACTOR affirms that as a licensed Contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONTRACTOR agrees to comply with such provisions before commencing any work on, and continuously throughout the performance of, this Agreement.
24. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signators below.

25. Non-Appropriation. The CITY's funding of this Agreement shall be on a fiscal year basis and is subject to annual appropriations. CONTRACTOR acknowledges that the CITY is a municipal corporation, is precluded by the State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the CITY or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the terms within this Agreement are contingent upon appropriation of funds. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. The CITY is not obligated to pay CONTRACTOR for any amounts not duly appropriated and authorized by City Council.

IN WITNESS WHEREOF, this Agreement is executed by the parties or their duly authorized representatives as of the Effective Date

CITY OF ESCONDIDO

Date

Paul cNamara
ayor

INVOICE CLOUD, INC.

Date

Thomas E. Griffin, President

APPROVED AS TO FOR

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

BY

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

A General

Invoice Cloud, Inc., a Delaware corporation ("Contractor") will provide the City of Escondido, a California municipal corporation ("City") with electronic payment and billing services that will give the City the ability to accept online payments for invoiced and non-invoiced items in a securely hosted real-time environment. The services will also allow customers of the City the capability to locate, view, and print bills, invoices, and payment records online as well as pay online using credit cards, debit cards, and electronic checks.

B Location

Services will be provided by electronic means.

C Services

Contractor shall provide the services as described in Exhibit 1, which is attached to this Scope of Work and incorporated herein by this reference.

D Scheduling

Services shall be provided on a continual basis for the term of this Agreement.

E Contract Price and Payment Terms

Contractor's compensation for all services shall be estimated based on the City's activity and usage. The City will not be charged any fees that have not been disclosed in Exhibit 2, which is attached to this Scope of Work and incorporated herein by this reference.

F Term

The term of this Agreement shall be for a period of five years, commencing on the Effective Date of this Agreement. The City shall have five successive options to extend the initial five-year term of this Agreement, from the date upon which the term of this Agreement would otherwise expire. Each of the five successive options to extend this Agreement shall be for a period of one year.

Invoice Cloud Statement of Work City of Escondido

Overview

The Invoice Cloud (IC) suite of services (The Service) will give the *City of Escondido* (Biller) and its customers the ability to accept online payments for invoiced and non-invoiced items. The Service will allow the *City of Escondido* to offer online payment processing in a securely hosted real-time environment. Customers will be able to locate, view and print bills or invoices and payment records online and pay using credit cards, debit cards, and electronic checks.

Definitions:

1. Biller – Merchant / *City of Escondido*
2. Payer – Client customer, resident, person paying a bill or invoice
3. EBPP – Electronic Bill Presentment & Payment
4. Bill – Bill and Invoice are used synonymously throughout this document
5. RTDR - Real-Time Data Refresh – collects and aggregates the data as soon as a user accesses a specific function
6. NTDR – Near-Time Data Refresh – integration that happens periodically; the data is collected immediately but it is not aggregated until later – data can be processed every day, every hour or even every few minutes

1. Security and Industry Compliance

Invoice Cloud maintains full compliance with current Payment Card Industry (PCI) standards, Cardholder Information Security Program (CISP) regulations and National Automated Clearinghouse Association (NACHA) rules and guidelines. Invoice Cloud will be responsible for the security of all cardholder data that Invoice Cloud possesses.

- a. **PCI** - Invoice Cloud will provide secure, private and PCI compliant storage of Biller's customer payment information that is certified by Visa/Mastercard. Data is secure during collection and transmission via SSL with our patent pending encryption technology. All confidential information will be treated in accordance with the PCI standards.
- b. **Software as a Service (SaaS) Architecture** – All Biller customer financial and payment information and the invoice presentment and payment processing application is housed offsite from Biller.
- c. **Browser Compatibility** - Invoice Cloud supports the most current version of the industry's most common browsers.

2. EBPP Data Integration

Invoice Cloud maintains an integration with *Blue Heron/Oracle CC&B*. The integration for the *Blue Heron/Oracle CC&B* will include the functionality found in Appendix B.

3. Payer Portal

The Payer Portal is an electronic bill presentment and online payment portal where a Biller's customer (Payer) can view a bill and then proceed, within the same user interface, to make an online payment.

- a. Invoice Cloud will present bills electronically through a payer portal that is branded for Biller or via an email notification, if the Payer provides an email address.
- b. The electronic invoice presentment will simulate the paper invoice Biller uses and will be available in PDF and/or html format.
- d. The Service may provide the Payer the option of making a payment via credit card (Visa, MasterCard, American Express and Discover) or electronic check (also referred to as ACH, e-check, EFT).
- e. The Service provides the Payer a one-time online payment option without registration, and the capability to register to access Payer's account history, schedule a payment, or set up AutoPay payments.
- f. A Payer will have the ability to choose their payment date (also known as scheduled payments).
- g. The system will accept partial, full, or overpayments as defined by the Biller.
- h. The Payer will register with the Service using the authentication method designated by Biller.

- i. Linking Accounts - After registering with the Service, the Payer will be able to login into their account(s). If the Payer has multiple accounts and uses the same authentication information for all accounts, the Payer will be able to link their account and view from a single registration. The Payer will then have the option to choose which account they would like to pay or view in further detail.
- j. The Payer will receive an email confirmation of payment at the conclusion of any payment process.
- k. The Payer will have the ability to search and access historical bills once they register with the Service. The Service will store twenty-four (24) months of rolling history from the point of Biller's first invoice file upload to the Service. This includes invoice history and account history.
- l. Biller has the option of allowing The Payer to pay via different payment methods which include online, IVR, IC Biller Portal, Pay by Text, CloudCSRConnect and CloudPOSCConnect.
- m. Payers who have scheduled a payment or registered for AutoPay will receive email notification from the Service of pending payments.
- n. The Service includes shopping cart functionality.
- o. The Service will allow the Payer the option to elect paperless billing.
- p. A Payer registered for paperless billing will be automatically placed back on paper billing if their email address is undeliverable; notification of the Payer's undeliverable email address will be sent to Biller via email.
- q. The Service complies with Federal E-Signature Act for paperless billing and AutoPay by providing a system in which a Payer must confirm enrollment in paperless billing and/or AutoPay by responding to an email sent after the Payer registers for paperless billing and/or AutoPay through online self-service.

4. **Biller Portal**

The Biller Portal is an administrative portal where Biller staff will have secure access to reporting, search customers, search invoices, search payments, initiate payments or credits, login as a Payer, modify email templates, etc.

- a. Biller can login as the Payer on either the Biller or Payer Portal and make a payment on behalf of the Payer. There is an audit trail for who made the payment, and the source of every payment (CSR, Pay by Text, AutoPay, Web, IVR, etc.).
- b. Biller will have the capability of blocking future payments by specific Payer and payment method type (i.e. Credit Card or E-Check (ACH)).
- c. **Permissions** – The Biller Portal includes a table of role based permissions, determined by the Biller's System Administrator. Each permission is applied to a user ID on an individual basis to maximize flexibility. The system administrator can allow or disallow access to functions such as viewing data, creating reports, resending email notices, processing payments, credits or refunds, editing email templates and more. Since it is controlled by Biller administrator, changes can be made quickly on an as needed basis.
- d. **Administrative Email Notifications** - Biller may set up the system to send several administrative notifications and request system notifications be sent to multiple staff members. This allows different departments to get the information they need in a timely manner. The notifications include:
 - ACH Reject Notifications
 - Batch Close Notifications
 - Daily Management Report
 - File Processing Notifications
 - Month End Billing Invoice
 - Paperless Customer Email Bounce Daily Report
 - Request System Notifications (this is the ticketing system available in the Invoice Cloud payer portal).
 - Status Notifications (notifications of planned outages, new features, etc.)
- e. **Biller Controlled Configuration Options** – The Biller Portal includes several biller controlled configurable options to customize the way payments and customer accounts are handled. The Biller will be able to configure for:
 - allowing Auto-Pay and scheduled payments
 - allowing customers to update their phone or mailing address through the payer portal

- allowing customers to pay less than, or more than the balance due based on receivable type
- updating Refund Policy description
- updating customer service phone number

5. Biller Portal - Reporting

Billers can access a selection of pre-configured reports. Billers can request reports for daily, monthly, or date range activity. Most reports can be exported to excel files or scheduled for download as a custom report, as indicated by asterisk (*) in the report name. All stored payment data is truncated and this is reflected in all reports.

a. Reports:

- Search Customers
- Search Invoices
- Search Payment Transactions
- Monthly Summary
- Registration Report
- AutoPay Report
- Paperless Report
- Data Synchronization History
- EFT/ACH Rejects
- View Scheduled Payments
- Invoice File History
- Import Errors
- Daily Payment Received
- Total Outstanding Invoices
- Email Notification Summary
- Email Statistics
- Email Tracking
- Bounced Email Report

6. Payer Email Notifications

Invoice Cloud provides a set of customizable email notification templates for each invoice type that are delivered for numerous events surrounding electronic invoice presentment and payment activity. Email notifications may be customized through the Biller Portal using a Word style editor and options to insert secure hyperlinks to website, links to electronic documents such as newsletter or bill inserts, and/or variable fields selected from the Biller's data file.

- Up to three (3) invoice notifications can be scheduled based on a date or number of days from the invoice due date. Second and third notifications will only be sent to Payers with an outstanding balance, a scheduled payment, or Payers who have signed up for Auto-Pay.
- At the discretion of Biller, Payer email notifications can be delivered for each of the following events.
 - First Invoice Email Notification
 - Second Invoice Email Notification
 - Third Invoice Email Notification
 - Payment Transaction Receipt
 - Declined Auto Pay Transaction
 - Late Fee Email Notification
 - Declined Scheduled Payment Notification
 - Registered Customer Welcome Email
 - AutoPay Registration Notification
 - Paperless Registration Notification
 - ACH Reject/Chargeback Notices (with reason codes and descriptors)
 - Credit Card Expiration Notification
 - Scheduled Payment Confirmation

- AutoPay Reminder Notification
- FlexPay Confirmation Notification
- Scheduled Payment Reminder
- Paperless Off Confirmation
- Online Bank Direct Payment Receipt
- Check 21 Payment Receipt
- Linked Accounts First Notice Notification
- Linked Accounts Second Notice Notification
- Linked Accounts Second Notice Notification
- AutoPay Off Confirmation
- Conveyed Customer Notification
- Multiple Registered Customers Welcome Email
- Recurring Scheduled Payment Confirmation
- Recurring Scheduled Payment Canceled

7. **Business Rules**

The Invoice Cloud solution is designed to allow maximum flexibility for customer and billers. There are many rules currently available and we will also undertake the creation of new business rules. Each bill type operates independently and can accept different payment types as well as other business rules. At Biller's option, multiple business rules can be applied to each bill type. Invoice Cloud provides flexibility regarding business rules to support specific needs, including:

- a. Ability to allow partial payments, over payments, full balance only, or late fees.
- b. Ability to allow payments beyond the due date - The service is designed to accommodate biller specific business rules like allowing payments beyond their due date.
- c. Ability to allow for multiple payment types for one customer for the same bill - The service allows multiple payment types from one customer for the same bill when partial payments are allowed. Credit/debit card and e-check (ACH) can be run separately and an unlimited number of remittance types can be used. For example, a customer can pay part of a bill with a checking account, another part with a credit card and the remainder with a second credit card of a different type.

8. **Implementation Process**

Invoice Cloud assigns an Implementations Manager (IM) to each Biller. The IM will be the biller's primary contact during the implementation process and coordinates all necessary resources from biller, biller software company, Invoice Cloud, and any sub-contractors. The IM will provide the biller with the following documents to facilitate the project:

- a. **New Biller Questionnaire & Questionnaire Key** – Documents critical information needed to setup and initiate the service including information on business rules and feature selection.
- b. **Project Timeline** – Details project schedule and milestones.
- c. **Testing & Training Plan** – This plan walks the biller through a set of user acceptance testing criteria and facilitates training on the service.

9. **Support & Training**

- a. **Business Hours** – The business hours will be Monday through Friday from 8 a.m. to 8 p.m. Eastern Standard Time. Note: Biller Support hours are 8 am to 8 pm EST. Payer Support hours are currently 8 am to 4pm EST.
- b. **Help Desk** - The Service will provide a helpdesk ticketing system for Biller within the Biller Portal to get help from Invoice Cloud client support team. This tool will allow Biller to track and retain resolutions for historical reference.
- c. **Payer Support** – The Payer Support is two tiered with Biller staff as the first line of support regarding account, registration and billing questions. Issues with the Invoice Cloud service operation or incorrect credit card charges will be routed to Invoice Cloud Client Support via telephone or a Biller helpdesk ticket.

- d. **Billers Support** - If Biller encounters an inquiry which they cannot resolve Biller will create a helpdesk support ticket. Invoice Cloud Customer Support will resolve the issue and if applicable provide training to Biller on how to resolve that type of issue in the future. Invoice Cloud will make reasonable efforts to resolve tickets in a timely matter; most tickets will be resolved within twenty-four (24) business hours. Biller and technical support is available during business hours.
- i. **Routine Technical Support** - Technical Support is available during business hours. Biller may call customer support directly; however the use of the helpdesk ticketing system is encouraged as the preferred method of contact. Invoice Cloud staff views all tickets as they are submitted and routes them to the appropriate person for resolution.
- ii. **Emergency After-Hours Support** – The helpdesk service is monitored after business hours and emergency support issues are addressed within one (1) hour. An emergency support issue is defined as an issue involving the system being down and inoperable and does not include Payer payment issues. Biller may request email notification be provided in the event the system is down and inoperable.
- e. **Service Enhancements** - Most enhancements do not require action on the part of Biller. Upgrades are done at the Invoice Cloud server level, so there are no mandatory actions for Biller to take. Support levels are not affected by enhancements.
- f. **Billers Training**- Biller staff will be guided in how to use the system through in house training, documentation, remote live sessions, and access to our client support team.
- All standard training will be done remotely. Invoice Cloud’s training personnel will provide sessions for both Payer and Biller portals for City staff.
 - Separate training is conducted for Biller’s technical staff regarding the uploading of bill files and any other applicable processes.
 - Ongoing phone and Go-To-Meeting training will be provided during the first *month of use at no additional cost to Biller*.

10. **Marketing**

Invoice Cloud provides marketing support that our Billers can use to promote the EBPP and IC payment solutions to its Payers, at no charge. Invoice Cloud’s marketing group will schedule a 1 hour conference call to review Invoice Cloud’s recommended best practices for promoting the service. Sample templates will be provided for each item and customizations can be made upon request. The marketing collateral that Invoice Cloud provides may include:

- Bill Inserts
- Newsletters
- Envelope Teasers
- Pay Button Link
- Posters with Acrylic Stands for Payment Counters
- Business card sized take-away cards with QR code
- Local cable/TV station announcement

11. **CloudIVRConnect™**

The IC CloudIVRConnect allows Billers to accept payments via our interactive voice response system. It provides customers with 24-hour access to account status and billing information (total balance due, past due amount, last payment made, next billing date etc.). The following options are available:

- Provides for a toll free call and a caller ID number set by the biller
- Supports messaging in both English and Spanish
- Provides for a customizable initial greeting (includes City/County/Company name) – all remaining prompts are standard
- Ability to pay with credit card (Visa, Mastercard, Discover, American Express), debit card, or echeck (ACH)
- Replays information with Invoice Cloud generated confirmation #

12. CloudSMSConnect™ (Pay By Text)

The IC CloudSMSConnect allows Billers to accept payments via SMS text messaging. The following options are available:

- Provides interactive registration and service sign-up confirmation
- Sends notification when new bills are available for payment
- Ability to pay with credit card (Visa, Mastercard, Discover, American Express), debit card, or echeck (ACH)
- Allows for payment utilizing a stored-payment method

13. CloudStore™

The IC CloudStore allows Billers to accept payments for non-invoiced services like books, t-shirts, etc., fire, police, building permits, or activity programs. The following options are available:

- Accept electronic check and or credit/debit cards.
- Customer receives immediate email confirmation of payment.
- Department receives email notification of purchase event for instant fulfillment services.
- Ability to apply convenience fees, if required.
- Reporting by service type.
- Linked to Biller branded payment portal.
- Each service type can have its own online registration form.
- Can be setup to accept payments over the counter.

14. Online Bank Direct™

The IC Online Bank Direct (OBD) allows Billers to electronically import echeck (ACH) payments initiated from consumer bank bill sites. The following options are available:

- Auto-matching of payments with open invoices
- Email consumer a payment notification for those customers with an email address on file
- Ability to apply a single payment to multiple invoices
- Custom search capabilities to locate matching invoice(s)
- Electronic deposit of corresponding echecks

15. Privacy

Invoice Cloud is committed to protecting the confidentiality of biller and payer data. Invoice Cloud does not sell confidential data to third parties under any circumstances. If required by law to provide such information, Invoice Cloud will comply. The privacy policy is available on our website at: <https://www.invoicecloud.com/privacy.html>.

Appendix A: System Modifications

As outlined below, Invoice Cloud has agreed to make the following changes to the setup and functionality of our platform:

NONE

Appendix B: EBPP Integration Supported Features

Modules & Features	Blue Heron/Oracle	
PRODUCTS		
Invoice Types	3 - Sewer	
EBPP	Supported	
Cloud IVR Connect	Supported	
Pay by Text	Supported	
Cloud POS Connect	Supported	
Cloud CSR Connect	Supported	
KIOSK	Not Supported	
DATA EXCHANGE	Method	Frequency
Invoices	Web Services	Each Billing Cycle
Payments	Data Pump (Near Time)	Near Time (Data Pump)
AutoPay Flags	Data Pump (Near Time)	Near Time (Data Pump)
Paperless Flags	Data Pump (Near Time)	Near Time (Data Pump)
Account Balances	Real Time Data Refresh	Real Time Data Refresh (RTDR)
Block Payment Method (Credit/ACH)	Real Time Data Refresh RTDR	Real Time Data Refresh (RTDR)
INVOICE FILES		
IC Translates file	Supported	
Historical Data (2 years shown online)	Supported	
BILL PRESENTMENT		
PDF Extraction (Partial/Full)	Supported	
Templates	Not Supported	
Link to PDFs	Supported	
BATCH CLOSE		
Standard or Custom	Custom	
CUSTOM OPTIONS		
Single Sign-on	Not Supported	
Branded Biller Portal	Supported	
Branded Payer Portal	Supported	

Appendix C: EBPP Biller Deliverables

Deliverable
Sample Invoice File (BIF)
White Listing of IC IP Addresses
Data Pump Payment/Tender code list
Sample Images of Bills – if PDF extraction is being used
Auto Pay Conversion data if applicable
Paperless conversion data if applicable

Biller Agreement

1. License Grant & Restrictions. Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will sign all third party applications and agreements required for the Service including without limitation payment and credit card processing agreements and merchant agreements. For invoice types listed on the Order Form (e.g. real estate taxes, utility bills, parking tickets, insurance premium, loans, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization for processing of Biller's Customers' Payment Instrument Transactions for each electronic payment type selected in the Biller Order Form throughout the term of this Agreement.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud reserves the right to remove and/or discard Customer Data with 30 days notice except as prohibited by applicable law or in the event of exigent circumstances which makes prior notice impracticable, and in which case, notice will be provided promptly thereafter.

4. Confidentiality / Intellectual Property Ownership. Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers consider confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as required to perform the Services under this Agreement or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other

information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, customer and/or prospective customer information, product features and plans, marketing/sales collateral, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

5. Billing and Renewal. Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are non-cancellable and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify any pricing with respect to fees owed by the Biller upon thirty days written notice to Biller based on increases incurred by Invoice Cloud on fees, assessments, and the like from credit card processors, bank card issuers, payment associations, ACH and check processors.

6. Term and Termination. The initial term of this Agreement shall commence of the execution date of the Biller Order Form and continue for a period of five (5) years after the date that the first transactions are processed through the Service ("**Initial Term**") and will renew for up to five additional successive one (1) year term ("**Renewal Term**") unless terminated as set forth herein or as provided in the next sentence. If the Biller elects to exercise any of said options, it shall do so by written amendment of this Agreement. Extension of terms or time of performance may be made only upon the City's written consent. This Agreement may be terminated by either party effective at the end of the Initial or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. For example, any unauthorized use of the Invoice Cloud Technology or Service by Biller, or its authorized users will be deemed a material breach of this Agreement. Upon any early termination of this Agreement by Invoice Cloud as a result of the breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account computed in accordance with the Order

Form. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise bill Biller for such unpaid fees.

7. Invoice Cloud Responsibilities. Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Order Form under normal use and circumstances and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided that the Biller shall maintain immediately accessible backups of the Customer Data. In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

8. Limited Warranty EXCEPT AS PROVIDED IN SECTION 7, THE SERVICES AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT DELAY IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems.

9. Biller's Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and/or any payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processor, ACH bank and other related circumstances. Biller agrees and acknowledges that in the event that Biller has access to, receives from, creates, or receives protected health information, or Biller has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"), during the performance under this Agreement, it will comply with all such law, regulations and rules related thereto.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of services and adjustment of Transactions. Biller is also required to disclose all refund, return and cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return/ cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed

the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed, unless required by applicable law

10. Indemnification. Invoice Cloud shall indemnify and hold Biller, employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller's costs, and reasonable attorneys' fees) arising out: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of the Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction Data). This indemnification does not apply to any claim or complaint relating to Biller's failure to resolve a payment dispute concerning debts owed to Biller or Biller's negligence or willful misconduct or violation of any applicable agreement or law.

11. Fees. Invoice Cloud will not charge fees related to the initial setup, initial implementation and personalization of its standard Service unless a fee is included in the Biller Order Form. Invoice Cloud will charge the Biller or payer fees as provided in the Biller Order Form. In addition, Invoice Cloud reserves the right to charge for changes to the setup, implementation or personalization performed after the completion of initial setup or implementation and any other requested work or changes including the following services, at its then standard rates:

- new file/biller set up
- template changes
- custom reports and other custom development
- new bill printer support
- invoice file format changes resulting in revision of integration/data translation
- re-implementation of a site/system and/or new billing system
- payment file revisions
- loading pdfs and importing/loading invoices
- conversion of biller customer registrations/passwords (post initial implementation)
- balance forward of invoices
- other out of scope services

12. Limitation of Liability. INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

13. Export Control. The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

14. Notice. Either party may give notice by electronic mail to the other party's email address (for Biller, that address on record on the Biller Order Form, or by written communication sent by first class mail or pre-paid post to the other party's address on record in Invoice Cloud's account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 303, Braintree, MA 02184 Attention: Client Services. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

15. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

16. Insurance. Invoice Cloud agrees to maintain in full force and effect during the term of the Agreement, at its own cost, the following coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and Two Million (\$2,000,000) general aggregate.
- b. Umbrella Liability Insurance with minimum combined single limits of Five Million (\$5,000,000) each occurrence and Five Million (\$5,000,000) general aggregate.
- c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

17. Immigration Laws. For Services performed within the United States, Invoice Cloud will assign only personnel who are either citizens of the United States or legally eligible to work in the United States. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

18. Beta Products. In the event that there is any functionality labelled "Beta" on the Biller Order Form, such functionality is provided "AS IS" WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD'S AGGREGATE LIABILITY WITH RESPECT TO SUCH FUNCTIONALITY SHALL BE UP TO AND NOT EXCEED \$10.

19. General. With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than a Biller Order, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14, 18 and 19 shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the edition of the Service that Biller is using.

Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/termsandconditions (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller.

(if different than location address)

Kiosk Type	Device Quantity	Per Device Txn Min
Standard/In-Door		750
Thru-Wall		800
Outdoor Model		850

Note: Biller will be charged for the minimum number of transactions listed to left each month per kiosk unity. In addition, if the Biller's order includes kiosks then the terms and conditions of Kiosk Managed Standard SOW (and applicable schedules) are hereby agreed and incorporated by reference

BILLER BANK INFO

Note: Must include voided business check or bank letter for each unique account

Billing Method	ACH Month End Fees	Bank Name	Bank of America
Name on Account	City of Escondido	Phone	8887151000
Bank Address	275 S. Valencia Ave		
	Brea, CA 92823		
Routing #	121000358	Last 4 Acct #	0550

DATA RETENTION

Months to Keep	24	*Additional Fees apply if greater than 24 months
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NOTES/SPECIAL HANDLING

Customization Services: Future custom work such as development of a custom report or integration changes will require a scope of work and mutual agreement by the parties. \$175 per hour.
 This order form includes a \$0.02 increase for IC Payment Transaction Fees - Credit Card and EFT.

CERTIFICATION AND AGREEMENT

- A. By signing below, the Biller hereby authorizes Invoice Cloud, Inc. ("Invoice Cloud") to initiate and execute debit/credit entries to its checking/deposit account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in account number(s) or bank has occurred at which time this authorization shall apply to such new/changed account. This notification must be received within 10 business days of change. A fee will be charged for any returned ACH debits.
- B. By signing below, the Biller named: (1) has read, agreed to, and acknowledges receipt of the Biller Agreement, Biller T+C and other Order Forms executed by the Biller, and (2) certifies to Invoice Cloud that he/she is authorized to sign this Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports (including a spouse if in a community property state); (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will be bound by the Order Form and the Biller Agreement in its entirety; (7) agrees that Biller will submit transactions only in accordance with the information in this Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes, and (8) the Biller agrees and understands that outstanding sums due and owing to Invoice Cloud, will be charged daily or monthly and debited from its current depository account. Non-sufficient funds for these debits are grounds for a change in fees or termination of this Agreement. In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the current depository account at any time to ensure payment of the same.
- C. Pay by Text: Standard data rates and text messaging rates may apply based on the payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Service fees may apply based on the biller set up with Invoice Cloud. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.
- D. By signing below, the Biller hereby gives permission to Invoice Cloud to access his / her credit history via Trans Union, Equifax, or other credit-reporting agency.
- E. The Order Form and the Biller Agreement will become effective only when counter-signed by Invoice Cloud and upon execution by the Biller of such third party agreement required by Invoice Cloud to permit use of the payment function of the Service.

In WITNESS WHEREOF, the parties have executed this Agreement as of this day

Accepted by Biller:

X

Corporate Officer

Christina Holmes

Printed Name

Director of Finance

Title

Accepted by Invoice Cloud, Inc.:

X

Thomas E. Griffin

Corporate Officer

Thomas E. Griffin

Printed Name

President

Title



Bill Order Form

INVOICE PARAMETERS

Invoice Parameters must be completed for each invoice type

Invoice Type	Fire Prevention / IC Cloud Store	Pricing Model	Non-Submitter
Bill Software		Non-Submitter: Interchange Paid By	Bill

BILLING DETAILS

Please indicate which months bills are sent by placing the bill count for each month below:

Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
10	10	10	10	10	10	10	10	10	10	10	10

Avg Invoice \$ Max Invoice \$ Bill Frequency BPM

SERVICE FEES

Payment Source Description	Payment Method	Minimum Fee (\$) per Transaction	Calculation Type	Fee Amount
All Payment Sources	Credit/Debit			
All Payment Sources	ACH/EFT			
Kiosk	All Payment Methods			
IVR Surcharge	All Payment Methods			

PAYMENT SOURCE EXCEPTIONS

MAX PAYMENT CAP

CC Max	<input type="text"/>	ACH Max (\$)	125000.00
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BILLER DEPOSITORY BANK INFO

Note: must include voided business check or bank letter for each unique account

Routing # Last 4 Acct #

NOTES/SPECIAL HANDLING



Bill Order Form

INVOICE PARAMETERS

Invoice Parameters must be completed for each invoice type

Invoice Type	Business Licenses / IC Cloud Payments	Pricing Model	
Bill Software	CityWorks PLL	Non-Submitter: Interchange Paid By	

BILLING DETAILS

Please indicate which months bills are *sent* by placing the bill count for each month below:

Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
1940	1940	1940	1940	1940	1940	1940	1940	1940	1940	1940	1940

Avg Invoice \$ Max Invoice \$ Bill Frequency BPM

SERVICE FEES

Payment Source Description	Payment Method	Minimum Fee (\$) per Transaction	Calculation Type	Fee Amount
All Payment Sources	Credit/Debit			
All Payment Sources	ACH/EFT			
Kiosk	All Payment Methods			
IVR Surcharge	All Payment Methods			

PAYMENT SOURCE EXCEPTIONS

MAX PAYMENT CAP

CC Max		ACH Max (\$)	125000.00
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BILLER DEPOSITORY BANK INFO

Note: must include voided business check or bank letter for each unique account

Routing # Last 4 Acct #

NOTES/SPECIAL HANDLING



Bill Order Form

INVOICE PARAMETERS

Invoice Parameters must be completed for each invoice type

Invoice Type	Utility Billing / IC EBPP	Pricing Model	Non-Submitter
Bill Software	Oracle	Non-Submitter: Interchange Paid By	Bill

BILLING DETAILS

Please indicate which months bills are sent by placing the bill count for each month below:

Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
25800	30600	25800	30600	25800	30600	25800	30600	25800	30600	25800	30600

Avg Invoice \$ Max Invoice \$ Bill Frequency BPM

SERVICE FEES

Payment Source Description	Payment Method	Minimum Fee (\$) per Transaction	Calculation Type	Fee Amount
All Payment Sources	Credit/Debit			
All Payment Sources	ACH/EFT			
Kiosk	All Payment Methods			
IVR Surcharge	All Payment Methods			

PAYMENT SOURCE EXCEPTIONS

MAX PAYMENT CAP

CC Max	<input type="text"/>	ACH Max (\$)	125000.00
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BILLER DEPOSITORY BANK INFO

Note: must include voided business check or bank letter for each unique account

Routing # Last 4 Acct #

NOTES/SPECIAL HANDLING



Bill Order Form

INVOICE PARAMETERS

Invoice Parameters must be completed for each invoice type

Invoice Type	Community Development / IC Cloud Store	Pricing Model	Submitter
Bill Software		Non-Submitter: Interchange Paid By	

BILLING DETAILS

Please indicate which months bills are *sent* by placing the bill count for each month below:

Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
10	10	10	10	10	10	10	10	10	10	10	10

Avg Invoice \$ Max Invoice \$ Bill Frequency BPM

SERVICE FEES

Payment Source Description	Payment Method	Minimum Fee (\$) per Transaction	Calculation Type	Fee Amount
All Payment Sources	Credit/Debit	1.95	Percent (%)	2.95 %
All Payment Sources	ACH/EFT	0.00	Fixed (\$)	\$0.00
Kiosk	All Payment Methods			
IVR Surcharge	All Payment Methods			

PAYMENT SOURCE EXCEPTIONS

MAX PAYMENT CAP

CC Max	<input type="text" value="125000.00"/>	ACH Max (\$)	<input type="text" value="125000.00"/>
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BILLER DEPOSITORY BANK INFO

Note: must include voided business check or bank letter for each unique account

Routing # Last 4 Acct #

NOTES/SPECIAL HANDLING

Invoice type is converting from non-submitter to submitter.

CITY COUNCIL STAFF REPORT

Consent Item No. 6

December 16, 2020

File No. 0440-35

SUBJECT: Adoption of Resolution No. 2020-166 Approving Recognized Obligation Payment Schedule (ROPS21-22) for July 2021 thru June 2022

DEPARTMENT: Finance Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2020-166 to approve the Recognized Obligation Payment Schedule (ROPS21-22) so that the Successor Agency may continue to make payments due for enforceable obligations.

FISCAL ANALYSIS:

The Successor Agency is responsible for submitting to the County Oversight Board a payment schedule for obligations of the former Redevelopment Agency. The County Oversight Board will forward this payment schedule to the State for approval. Once approved by the State, the County of San Diego will fund the payments from the County Redevelopment Property Tax Trust Fund (RPTTF).

PREVIOUS ACTION:

Resolution No. 2019-179 to approve the Recognized Obligation Payment Schedule (ROPS20-21) was approved by the City Council on December 18, 2019.

BACKGROUND:

The City of Escondido ("City")'s Redevelopment Agency ("Redevelopment Agency") was established in December 1984 in connection with the adoption of the Escondido Redevelopment Plan ("Plan") and formation of a Redevelopment Project Area ("Escondido Redevelopment Project Area"). The Redevelopment Agency consisted of the members of the Escondido City Council, although the City and Redevelopment Agency were legally separate entities. Under applicable laws, the cap on total tax increment that could be collected was \$1.499 billion and the life of the Redevelopment Agency extended until 2025.

In essence, redevelopment worked for decades by freezing the level of property taxes at the time the Redevelopment Agency adopted the Plan for the Escondido Redevelopment Project Area. During the existence of redevelopment, any increases in taxes went to the Redevelopment Agency, rather than the various entities that would have otherwise received the tax increases. This stream of revenue (the difference between taxes at the time of formation and the amount of increases, which occur over the years) was known as "tax increment" and could be used to pay the principal of and

interest on loans, moneys advanced to, or indebtedness incurred by the Redevelopment Agency to finance a redevelopment project.

DISSOLUTION:

As part of the 2011 Budget Act, and in order to protect funding for core public services at the local level, the State Legislature approved the dissolution of the state's 400 plus Redevelopment Agencies ("RDAs"). The State of California's passage of Assembly Bill X1 26 dissolved RDAs and replaced them with successor agencies effective February 1, 2012. As a result of the elimination of the RDAs, property tax revenues are now being used to pay required payments on existing bonds, other obligations, and pass-through payments to local governments. The remaining property tax revenues that exceed the enforceable obligations are being allocated to cities, counties, special districts, and school and community college districts.

To help facilitate the wind-down process at the local level, successor agencies were established to manage redevelopment projects currently underway, make payments on enforceable obligations, and dispose of redevelopment assets and properties. The City elected to serve as the Successor Agency for the Redevelopment Agency. The state dissolution laws also provided for the appointment of an Oversight Board. The Oversight Board to the Redevelopment Agency included seven members that were appointed by their specific entities within the former Escondido Redevelopment Project Area. Oversight Board members were appointed by the County of San Diego, the San Diego County Board of Supervisors, Palomar Community College, the Escondido School Districts, Palomar Pomerado Hospital District, and two representatives from the City. Members of the Oversight Board have a fiduciary responsibility to the holders of enforceable obligations to ensure payment of obligations and specific duties to oversee the Successor Agency in its efforts to wind down the former redevelopment agency's operations.

Pursuant to Health and Safety Code Section 34179(j), on July 1, 2018, one Countywide Oversight Board ("Countywide OB") was created and has replaced the oversight boards previously created by all successor agencies in San Diego County. The Countywide OB consists of seven members representing agencies in the County and it will continue to oversee and approve the wind down actions of the successor agencies for former redevelopment agencies. As such, all actions of the Successor Agency approved by the City Council will then be submitted to the Countywide OB for approval, and then to the State Department of Finance for final approval.

RECOGNIZED OBLIGATION PAYMENT SCHEDULE OUTSTANDING OBLIGATIONS:

California Health and Safety Code Section 33445 authorized a redevelopment agency to enter into agreements with the host city to borrow money and accept financial assistance from the city for redevelopment projects located within the agency's jurisdiction. Because newly formed agency funding was limited to a future, expected stream of tax increment, cities often loaned agencies both staff and funding to get redevelopment projects started. Agreements to borrow funds from cities

constituted an indebtedness of the agency and this indebtedness could be paid out of taxes levied in the project area and allocated to the agency under subdivision (b) of Health and Safety Code Section 33670 or out of any other available funds.

The Recognized Obligation Payment Schedule for July 2021 through June 2022 (ROPS21-22) lists two enforceable obligations of the Redevelopment Agency and the total funding requested for FY 2021/22 is equal to \$2,892,955:

Item #	Description	Total Outstanding Debt or Obligation	Funding Requested FY2020-21
7	Loan Repayment to the Traffic Impact Fund	\$990,639	\$150,000
29	Reinstatement of loans to the General Fund	2,742,955	2,742,955
		\$3,733,594	\$2,892,955

ROPS21-22 Item #7 – Loan Repayment to Traffic Impact Fund: \$150,000

By Escondido Community Development Commission (“CDC”) Resolution 1985-07, the Traffic Impact Fund loaned the Redevelopment Agency \$200,000 for certain Nordahl Bridge improvements. On December 18, 2012, this Loan was recognized by the Department of Finance to be an enforceable obligation of the Successor Agency. Under Section 5 of Resolution No. CDC 85-7, the Commission agreed to accrue interest at the rate of twelve percent (12%) per annum.

With the repayment of the 2007A and 2007B Lease Revenue bonds on September 1, 2018, sufficient funds became available to repay the Traffic Impact Loan balance of \$953,953. The City requested and was approved to repay this loan using “Other Funds” held by the Successor Agency on ROPS19-20 under City Council Resolution No. 2018-186 and County OB Resolution No. OB-2019-005.

With the approval of the Traffic Impact Fund loan balance, the remaining enforceable obligation held by the Successor Agency is the Reinstatement of Loans to the General Fund. Based on the repayment terms of AB 1484 and SB 107, the obligation will be paid in full by FY 2021/22 at which time the Successor Agency would dissolve. Dissolution of the Successor Agency would result in additional annual property tax revenue to the City of approximately \$1.3 million annually.

After the ROPS19-20 had been approved and submitted to the Department of Finance, in early 2019, the School Districts contacted the County OB to voice their concerns and objections regarding the requested repayment of the Traffic Impact loan given their claim to an anticipated revenue stream derived from a settlement of claims in 2009 (the “2009 Settlement Agreement” or “Agreement”). This 2009 Settlement Agreement was entered into among the CDC, the City of Escondido, the Escondido Union School District, the Escondido Union High School District, and San Diego County

Adoption of Resolution No. 2020-166 Approving Recognized Obligation Payment Schedule (ROPS21-22) for July 2021 thru June 2022

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Superintendent of Schools. It was intended to resolve a dispute between these parties regarding the previously anticipated tax revenue payments to the School Districts. To resolve the dispute between the parties, the 2009 Settlement Agreement adjusted the formulas and manner in which the School Districts were to receive tax increment revenue from the CDC. This Agreement projected that the School Districts would receive tax-sharing payments from the CDC until Fiscal Year 2035/36. This date was based on tax increment projections which estimated when the CDC would be able to pay off all debt owed by it which, in 2009, included Community Development Commission Bonds, the Traffic Impact Loan, Housing Set Aside Loan, and the City Loan to the General Fund. Of course, at that time, none of the parties knew that redevelopment agencies like the CDC would be dissolved pursuant to state law and all of the issues that have arisen with the wind-down of these complicated entities.

The School Districts contend that the Successor Agency's payment in full of the Traffic Impact Loan would result in an early termination of the School Districts' pass-through payments that were "promised" through Fiscal Year 2035/36 under the Agreement. The payment in full of the Traffic Loan required by the Department of Finance would have the unintended consequence of immediately changing the end date of School District pass-through payments from FY 2035/36 to FY 2022/23, reducing the tax revenue that the School Districts would receive under the 2009 Settlement Agreement. At this time, the School Districts continue to receive contractual pass-through payments from the County Auditor-Controller based on the 2009 Settlement Agreement.

To allow time for both the City and the School Districts to find a long-term solution to this issue, in June 2019, the City and the Successor Agency entered into an Interim Settlement Agreement with the School Districts to submit an amended ROPS19-20 to the Department of Finance making the minimum repayment due to the Traffic Loan Fund (\$50,000) rather than the full \$953,953 payment. On August 15, 2019, the County OB approved the amendment to the ROPS19-20. On November 13, 2019, the Department of Finance published their determination letter on the requested ROPS19-20 Amendment. According to the Department of Finance, under Health and Safety Code Section 34177(o)(1)(E), the request for a ROPS amendment must be to make a "necessary payment" on an approved enforceable obligation. Since the Successor Agency's request was to reduce an approved payment amount using "Other Funds" held by the Successor Agency, the Department of Finance determined that the request was not necessary for the payment of the obligation and the requested amendment was not approved.

After reviewing the determination letter from the Department of Finance and analyzing the available funds held by the Successor Agency, and in furtherance of the Interim Settlement Agreement, City staff delayed the full repayment of the Traffic Impact Loan and moved forward with the \$50,000 minimum loan repayment as listed in the Amended ROPS19-20 schedule.

Adoption of Resolution No. 2020-166 Approving Recognized Obligation Payment Schedule (ROPS21-22) for July 2021 thru June 2022

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As part of the review of the original Traffic Impact Loan documents, it was determined that the annual interest rate and minimum loan repayments should be modified to comply with the provisions under the Health and Safety Code (HSC) amended as part of the dissolution of Redevelopment Agencies (RDA). Per HSC Section 34171(d)(2), loan agreements entered into between the RDA and the City within two years of the date of the creation of the RDA may be deemed to be enforceable obligations. The Escondido Commission was formed in 1984 by Resolution No. 84-213. The Loan Agreement under Community Development Commission Resolution No. 85-7 was entered into with the first two years of the date of creation in 1985 and the funds were advanced within the first two years of creation. Under this Resolution, the Commission agreed to pay interest to the City at the rate of twelve percent (12%) per annum. The Traffic Impact Loan Repayment Schedule has been adjusted to reflect the correct interest rate resulting in a minimum loan repayment per year of \$150,000 resulting in full repayment of the loan in FY2030/35. The \$150,000 loan repayment was approved on ROPS20-21.

Listed in ROPS21-22 (Exhibit A) is a request for payment of \$150,000, which will result in an ending loan balance of \$959,515 including accrued interest. This will allow City staff to continue to work with the School Districts on a solution for the distribution of tax increment revenue to both entities.

ROPS21-22 Item #29 – Reinstatement of loans made by the City to the former RDA: \$2,742,955

The City and the Redevelopment Agency entered into a Cooperation Agreement in 1988 that authorized the advance of monies for Civic Center projects and other redevelopment projects outside the Civic Center. This 1988 Cooperation Agreement provided a repayment schedule to the City from future tax increment, and provided for a specific interest rate formula that was tied to the City's cost of funds. The repayment schedule provided that any balances remaining unpaid rolled over to the next year. The City and the Redevelopment Agency have operated under the terms of this Cooperation Agreement since its adoption and have maintained ongoing information on annual reports regarding the balances due and payable. The outstanding principal balance at the time of the dissolution of Redevelopment was \$9,832,652.

On January 24, 2017, the Oversight Board approved Resolution No. OB 2017-02 to find that the City Loans were for legitimate redevelopment purposes that meet the definition of a loan eligible for reinstatement pursuant to Health and Safety Code Section 34191.4(b)(2)(A) and approved the agreement to reinstate the City Loans made to the former Redevelopment Agency. On April 26, 2017, the Department of Finance approved the action taken by the Oversight Board and found that the City loans were for legitimate redevelopment purposes and eligible for reinstatement. As a result of the reinstatement, the loan obligation was placed on ROPS18-19. The outstanding balance included \$9,832,652 of principal. In addition, in accordance with Health and Safety Code 34191.4(b)(3)(A), interest on the remaining principal of the loan was recalculated at a simple interest rate of three percent from the date of the origination of the loan. This resulted in interest outstanding of \$8,356,514 and a total loan obligation amount of \$18,189,166.

The annual repayment amount is calculated pursuant to Health and Safety Code Section 34191.4(b)(3)(A) which requires repayment to be equal to one-half of the increase between the ROPS residual pass-through distributed to the taxing entities in the preceding fiscal year and the ROPS residual pass-through distributed to the taxing entities in the Fiscal Year 2012/13 base year. For the Successor Agency, the ROPS residual pass-through amounts for Fiscal Year 2012/13 and 2020/21 are zero and \$12,821,321, respectively. Therefore, the Agency is able to request payment for the remaining loan balance of \$2,742,955 for FY 2021/22.

ROPS21-22 Item #10 – Administrative Costs: \$0

Health and Safety Code Section 34171(b)(3) limits the fiscal year Administrative Cost Allowance to three percent of actual Redevelopment Property Tax Trust Fund (RPTTF) distributed in the preceding fiscal year reduced by the Successor Agency's administrative cost allowance and loan repayments made to the City. The remaining enforceable obligations listed on the ROPS Schedule are for the repayments of City loans. As a result, the Agency's maximum Administrative Cost Allowance is \$0 for fiscal year 2021/22.

Administrative Cost Allowance (ACA) Calculation

Actual RPTTF distributed for fiscal year 2020/21	\$6,549,771
Less distributed Administrative RPTTF	-
Less sponsoring entity loan repayments	(6,562,660)
Less distributed Prior Period Adjustment	12,889
RPTTF distributed for 2020/21 after adjustments	\$0
ACA Cap for 2021/22 per HSC Section 34171(b)	\$0

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Christina Holmes, Director of Finance
 12/9/20 3:43 p.m.

ATTACHMENTS:

1. Resolution No. 2020-166
2. Resolution No. 2020-166 – Exhibit "A"

RESOLUTION NO. 2020-166

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AS THE SUCCESSOR AGENCY TO THE ESCONDIDO REDEVELOPMENT AGENCY ADOPTING A RECOGNIZED SCHEDULE OF ENFORCEABLE OBLIGATIONS FOR THE PERIOD OF JULY 2021 THRU JUNE 2022 PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177

WHEREAS, pursuant to authorizing Resolution No. 2012-16, the City Council of the City of Escondido elected to serve as the Successor Agency and Successor Housing Agency to the Escondido Redevelopment Agency; and

WHEREAS, pursuant to Health and Safety Code Section 34177, successor agencies are required to make payments due for enforceable obligations and adopt a Recognized Obligation Payment Schedule (“ROPS”); and

WHEREAS, pursuant to Health and Safety Code Section 34177, a ROPS must be adopted that lists all of the enforceable obligations within the meaning of Health and Safety Code Section 34167(d), and must thereafter be reviewed by other entities, updated, and published in a specific manner; and

WHEREAS, it is the intention of the City Council of the City of Escondido as the Successor Agency to the Escondido Redevelopment Agency to adopt the ROPS so that the Successor Agency may continue to make payments due for enforceable obligations.

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, as the Successor Agency to the Escondido Redevelopment Agency, hereby adopts the ROPS for the period of July 2021 to June 2022, which is attached hereto as Exhibit "A" and incorporated by this reference.

**Recognized Obligation Payment Schedule (ROPS 21-22) - Summary
 Filed for the July 1, 2021 through June 30, 2022 Period**

Successor Agency: Escondido

County: San Diego

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	21-22A Total (July - December)	21-22B Total (January - June)	ROPS 21-22 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 2,742,955	\$ 150,000	\$ 2,892,955
F RPTTF	2,742,955	150,000	2,892,955
G Administrative RPTTF	-	-	-
H Current Period Enforceable Obligations (A+E)	\$ 2,742,955	\$ 150,000	\$ 2,892,955

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

 Name Title

/s/ _____
 Signature Date

Escondido
Recognized Obligation Payment Schedule (ROPS 21-22) - ROPS Detail
July 1, 2021 through June 30, 2022

A	B	C	D	E	F	G	H	I	J	K	O	Q	U	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 21-22 Total	ROPS 21-22A (Jul - Dec)	21-22A Total	ROPS 21-22B (Jan - Jun)	21-22B Total
											Fund Sources		Fund Sources	
											RPTTF		RPTTF	
								\$3,733,595		\$2,892,955	\$2,742,955	\$2,742,955	\$150,000	\$150,000
7	Loan Repayment to Traffic Impact Fund	City/County Loan (Prior 06/28/11), Other	08/15/1994	12/31/2035	City of Escondido	Capital Improvement-Nordahl bridge improvements	Esc. Redev.	990,640	N	\$150,000	-	\$-	150,000	\$150,000
10	Employee Costs-Admin. Fee	Admin Costs	07/01/2011	06/30/2021	Employees of City of Escondido	Administration	Esc. Redev.	-	N	\$-	-	\$-	-	\$-
29	Reinstatement of loans made by the City to the former RDA	City/County Loan (Prior 06/28/11), Cash exchange	04/26/2017	06/30/2023	City of Escondido	Repayment of loans made to former RDA by the City of Escondido		2,742,955	N	\$2,742,955	2,742,955	\$2,742,955	-	\$-

Escondido
Recognized Obligation Payment Schedule (ROPS 21-22) - Report of Cash Balances
July 1, 2018 through June 30, 2019
 (Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
		Fund Sources					
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
	ROPS 18-19 Cash Balances (07/01/18 - 06/30/19)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	Comments
1	Beginning Available Cash Balance (Actual 07/01/18) RPTTF amount should exclude "A" period distribution amount.			123,891	2,091,565		Reserve Balance = \$111,002 from FY2016/17 plus \$12,889 from FY2017/18.
2	Revenue/Income (Actual 06/30/19) RPTTF amount should tie to the ROPS 18-19 total distribution from the County Auditor-Controller				45,243	11,164,651	Income is due to interest earnings on available cash balances
3	Expenditures for ROPS 18-19 Enforceable Obligations (Actual 06/30/19)				1,035,247	11,161,395	
4	Retention of Available Cash Balance (Actual 06/30/19) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)			123,891	1,050,000		\$111,002 is used to pay enforceable obligations on ROPS19-20A. \$12,889 is used to pay enforceable obligations on ROPS20-21A. \$1,050,000 is used to pay obligations on ROPS20-21A
5	ROPS 18-19 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 18-19 PPA form submitted to the CAC		No entry required			3,256	Bond expense and Administrative cost savings in fiscal year 2018-2019
6	Ending Actual Available Cash Balance (06/30/19)	\$-	\$-	\$-	\$51,561	\$-	

Escondido
Recognized Obligation Payment Schedule (ROPS 21-22) - Notes
July 1, 2021 through June 30, 2022

Item #	Notes/Comments
7	
10	
29	

CITY COUNCIL STAFF REPORT

Consent Item No. 7

December 16, 2020

File No. 0430-86

SUBJECT: Financial Review of Reidy Creek Golf Course and Budget Adjustment Request

DEPARTMENT: Finance Department

RECOMMENDATION:

It is requested that the City Council approve a Budget Adjustment (Attachment 2) for the fiscal year ending June 30, 2020 based on Reidy Creek Golf Course operating results.

PREVIOUS ACTION:

On September 23, 2020, the City Council received the Fiscal Year 2019/20 Financial Status Report and Budget Adjustment Request. However, the Budget Adjustment for the Reidy Creek Golf Course ("Reidy Creek") was delayed.

FISCAL ANALYSIS:

As a result of the one-time revenue, the General Fund was able to report a net ending positive amount of \$3.0 million for FY 2019/20. On September 23, 2020, the City Council approved a Budget Adjustment request following staff's recommendation to place \$2.7 million of the one-time funds in the Section 115 Pension Trust Fund, to be used to offset the impact of future cost cutting and service reduction measures. Carryover requests of \$261,230 were also approved.

Although Council delayed addressing the Reidy Creek matter at the time, staff continues to request that \$40,000 be transferred to Reidy Creek to cover the loss from operations and fund debt service requirements.

The Reidy Creek operating results for the Fiscal Year ending June 30, 2020 are detailed in Attachment 1. Although there has been an historical string of losses associated with Reidy Creek, both the City of Escondido ("City") and the operator JC Management have made significant progress in steadily closing the gap in recent years. While there has been a steady increase in revenue, the closure for the course due to COVID-19 resulted in an overall loss of \$38,025 more than the \$95,890 that was budgeted for FY 2019/20. An additional \$1,975 is requested for the Reidy Creek Debt Service Fund. This additional amount remedies an error in the calculation of the available fund balance in the debt service fund.

BACKGROUND:

Reidy Creek is an 18-hole executive municipal golf course that opened in 2002 and was developed in conjunction with the 222-lot Brookside residential development approved by the City Council in July of 2000. Amenities for public use include a 2,582-yard course that offers 9 or 18 holes of golf, disc golf,

and foot golf, a complete pro shop with golf and disc golf merchandise, and the newly renovated Clubhouse and Creekside Tavern that also serves as a venue for meetings and special events.

In 2002, the City entered into a 10-year Management Agreement (“Agreement”) with JC Management to manage the Golf Course on the City’s behalf. The Agreement was renegotiated in 2012 and extended an additional 10-years, ending in June 2022. Under the Agreement, JC Management is responsible for the ongoing operation, management, maintenance, repair and upkeep of the golf course and receives an annual fixed base management fee defined in the Agreement and 0.75% of gross revenues. The percentage received from gross revenues cannot exceed 20% of the fixed base management fee. The management fee for FY 2019/20 was \$85,177 which includes the Agreement minimum of \$81,125 plus the percentage of gross revenues which equaled \$4,052.

Since the daily financial operations of Reidy Creek are the responsibility of JC Management, the financial transactions of the golf course are accounted for in a separate fund that includes a balance sheet and statement of income and expense. The City is responsible for the cash flows necessary for operations which are recorded as transfers from the General Fund, the general operating fund of the City. The amount of the transfer is budgeted for at the beginning of each fiscal year as part of the adoption of the City’s Operating Budget. At the end of each fiscal year, if budgeted operating expenses exceed the net revenues, additional funds are requested from the General Fund to replenish the cash necessary to continue operations at the golf course.

In addition to the financial operations of Reidy Creek, the City is also responsible for the debt service of tax-exempt Lease Revenue Bonds that were issued in April 2001 for the construction of the golf course. The debt issued was intended to be paid back or subsidized by income earned at the property. Since the property has not achieved those levels of income, the General Fund is obligated to make the debt service payments which average about \$365,000 a year. The current outstanding principal and interest on the bonds is \$3,978,447 which will be paid in full September 2030.

Reidy Creek has reported operating deficits since FY 2010/11. Competition from local golf courses and an overall decrease in golfers nationwide contributed to a decrease in revenue. In FY 2009/10 Reidy Creek reported 30,651 rounds of golf played at the course compared to 25,363 in FY 2019/20. To address the decline in revenues, cost reductions have been implemented by JC Management including reducing maintenance on less visible parts of the course and reducing the level of staffing. Two new revenue generating activities, foot golf and disc golf, have been introduced at the course. Disc golf was added to the course at the end of FY 2018/19 and continues to be a popular activity. In addition, clubhouse improvements for the “Creekside Tavern” were completed this year, giving a fresh look to the interior and the ability for the space to be used more as a rental for special events in the future.

Even with the cost reductions and efforts to increase revenues, Reidy Creek continues to report net operating losses. City Staff have explored alternatives for the property once the agreement ends on June 30, 2022. The options for changing the use of the property are limited due to the Lease

Revenue Bonds issued to construct the golf course. In order to maintain the tax-exempt status of the bonds, the law requires that the property must be used for municipal purposes.

One possible option for the future would be to repurpose the course into an open space park. However, the cost to maintain the course as a park would require additional City resources and cost the City approximately \$425,000 annually to maintain. Due to the limited General Fund resources currently available, the City could let the course go fallow and not maintain the land as a park; however, there are continued costs of at least \$100,000 annually to address weed abatement, graffiti elimination, code enforcement, and other policing of the site. In addition, alternative uses would need to be established for the clubhouse, maintenance building, and facilities yard that may result in even higher maintenance and security costs than anticipated.

In any event, the City's obligations presently require the requested budget adjustment. Staff will continue to evaluate options and work with the City Council to determine a future course of action for Reidy Creek.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Christina Holmes, Director of Finance

12/9/20 3:43 p.m.

ATTACHMENTS:

Attachment 1 – Reidy Creek Financial Status Report

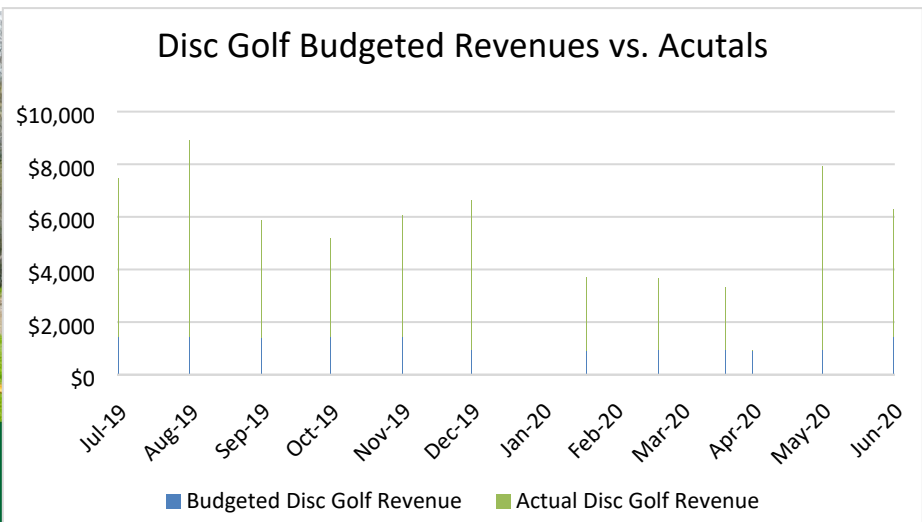
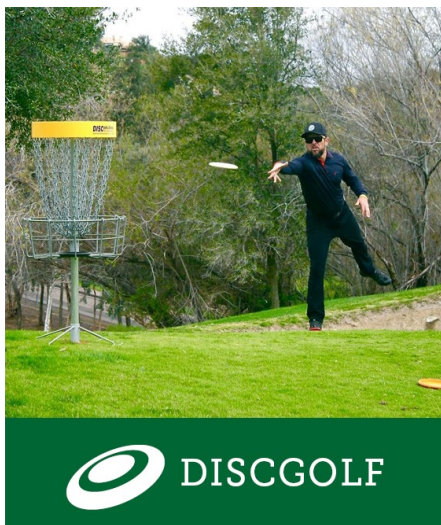
Attachment 2 – Budget Adjustment Request

REIDY CREEK GOLF COURSE FUND

Despite Reidy Creek Golf Course being closed to golfers from March 22 to May 1, 2020 due to COVID-19, overall revenues were up 10% compared to the prior year. Disc Golf revenues far exceeded expectations, coming in at almost triple what was projected. Operating expenditures were up 1.6% from the prior year due to increased maintenance costs largely due to golf cart repairs needed on aging carts earlier in the year.

Clubhouse improvements for the “Creekside Tavern” were completed this year, giving a fresh look to the interior and the ability for the space to be used more as a rental for special events in the future. Funds for these improvements were previously budgeted in a capital project for Reidy Creek Clubhouse Improvements.

While there has been a steady increase in revenue at the course, the closure of the course resulted in an overall loss of \$38,025 more than the \$95,890 that was budgeted for FY 2019/20. Therefore, there is a budget adjustment request to transfer \$40,000 in regards to Reidy Creek. The \$38,025 is requested for the Reidy Creek Operating Fund to cover the loss from operations and the remaining \$1,975 is requested for the Reidy Creek Debt Service Fund. An error was made in the calculation of the available fund balance in the debt service fund and this amount is needed to cover the negative ending fund balance.



	FISCAL YEAR 2019/20 BUDGET	FISCAL YEAR 2019/20 ACTUAL	FISCAL YEAR 2018/19 ACTUAL
Total Revenues	\$564,885	\$541,007	\$490,570
Total Expenditures	(660,775)	(674,922)	(664,220)
Net Operating Deficit	(95,890)	(133,915)	(173,650)
Budgeted Transfer from the General Fund	95,890	95,890	44,590
Additional Funding Approved at Yearend	-	-	129,060
Total Sources over (Uses)	\$-	\$(38,025)	\$-

CITY COUNCIL STAFF REPORT

Consent Item No. 8

December 16, 2020

File No. 0880-10

SUBJECT: Proposed Mills Act Agreement and CEQA Exemption for 153 East 6th Avenue
(Case No. HP 19-0002)

DEPARTMENT: Community Development Department, Planning Division

RECOMMENDATIONS:

It is requested that the City Council adopt Resolution No. 2020-168 authorizing the Mayor to execute a Historic Property Preservation Agreement for the subject property and to approve a CEQA exemption.

APPLICANT:

Property owner and resident Lorene I. Hatley

FISCAL ANALYSIS:

The Mills Act program is a financial incentive that encourages the protection of the City of Escondido's ("City")'s designated historic resources. The benefit of the program to the owner is a reduction in property taxes, while the benefit to the City is the preservation of a significant historic or cultural resource. As of this writing, the City has entered into 103 total Mills Act agreements. It is estimated that the cumulative reduction to the City's share of property taxes is approximately \$20,600. Approval of the Historic Property Preservation Agreement identified above would further reduce the City's share of property taxes by another \$200.

PREVIOUS ACTIONS:

The Historic Preservation Commission (HPC) voted previously to list the structure that is located on the subject property on the City's Local Register of Historic Places and recommended approval of entering into a Mills Act contract with the owner of 153 East 6th Avenue on November 21, 2019.

BACKGROUND:

Pursuant to Government Code section 50280 et seq. ("Mills Act"), upon application of an owner of any qualified historical property, the legislative body of any city or county may contract with the owner to actively participate in preserving the qualified historical property. Such contract is commonly referred to as a Mills Act agreement (or "Historic Property Preservation Agreement"). A Mills Act agreement provides for possible alternative property tax rate calculations in exchange for specific and ongoing maintenance and preservation of the property, specifically its historic elements. The Mills Act is the single most important economic incentive program in California for the restoration and preservation of historic buildings by private property owners.

California Government Code section 50280.1 denotes that properties that are eligible for application of a Mills Act agreement must be privately owned, not exempt from property taxation, and listed in a state, city, or county official register of historic sites. The subject property at 153 East 6th Avenue is privately owned, not exempt from property taxation, and listed on the City's local register of historic sites. The subject property is therefore a "qualified historical property." The history and supporting documents for the subject property were reviewed by the HPC. A copy of the HPC Staff Report is attached to this report (Attachment "A"). The contract would be for a minimum ten-year term that is automatically renewed each year. The terms of the contract require that the owner make a commitment to maintain the property and complete other improvements. (See Exhibit "B" of the Historic Property Preservation Agreement.) As indicated, the owner has planned significant future improvements at the property and these improvements have been approved by the HPC. All improvements must be performed according to the Secretary of the Interior Standards and be completed during the contract term. In addition, the applicant has been informed that some improvements may require permits from the City's Building Division and that all exterior modifications require staff review and the issuance of a Certificate of Appropriateness.

This action to approve the request would engage the City into a standard Mills Act agreement with Lorene I. Hatley, the owner of the subject property. The intent of this contract is to require maintenance and preservation of this historic site in exchange for possible property tax relief as calculated by the County of San Diego. By approving a Mills Act contract for this property, the City would be incurring a relatively small loss per year of property tax revenue. However, this will provide the property owner an incentive (i.e., tax savings) that would be earmarked for property maintenance and preservation.

ENVIRONMENTAL REVIEW:

The project is exempt pursuant to CEQA Guidelines section 15331 (Historical Resource Restoration/Rehabilitation) as the project is limited to maintenance, repair, stabilization, restoration, preservation, conservation, or reconstruction of a historical resource in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Mike Strong, Director of Community Development
12/9/20 3:47 p.m.

Paul Bingham, Assistant Planner II
12/9/20 5:10 p.m.

ATTACHMENTS:

1. Attachment A - HPC Staff Reports
2. Attachment B - CEQA Exemption
3. Resolution No. 2020-168
4. Resolution No. 2020-168 – Exhibit A

**HISTORIC PRESERVATION
COMMISSION**

Agenda Item No.: H.1
Date: September 19, 2019

TO: Historic Preservation Commission

FROM: Paul Bingham, Assistant Planner II

REQUESTS: Residence addressed as 153 East 6th Avenue (case number HP19-0002)

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

RECOMMENDATION: Forward recommendation of approval to the City Council

BACKGROUND:

City of Escondido Historical/Cultural Resources Survey

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

Local Register of Historic Places Listing

The subject property was approved for listing on the City's Local Register on May 5, 1992.

Mills Act Contract and Property Applying

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



The subject property is located within the City's Old Escondido Neighborhood historic district, addressed as 153 East 6th Avenue (APN 233-262-06-00). It consists of .15 acre with a one-story Craftsman residence

Attachment A

built circa 1915. The structure's exterior is clad in a unique pattern of alternating thin and wide rows of wooden shingles, pairs of beams project from double porch columns and a low, flat gable facing the street all give the structure a decidedly Oriental look. At the time the property was evaluated in the City's 1990 historic survey, the historian considered the house significant. A double garage covered in Board and Batten siding is located at the rear of the property and its pair of single bay doors face the alley. While old, the garage was likely built or moved onto the site sometime after the main house. No permit record was found to establish its exact age. The current owner desires to enter into a Mills Act contract for this property's continued preservation. The owner is proposing as part of the contract to do important repairs. (See attached list of improvements.)

ANALYSIS

Escondido Historical/Cultural Resources Survey

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

Requirement for Listing on a Register of Historic Places

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

Mills Act Contract

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

Attachment A

Mills Act Application List of Improvements

Property Address: 153 East 6th Avenue

Property Owner: Lori Hatley

1. Installation of new house wiring and electric panel (completed)
2. Replacement of residence's plumbing system (in progress)
3. Repair/restore rear garage including replacement of dry rotted wood (planned)
4. Restore original barn door style garage doors and original rolling hardware (planned)
5. Repainting of both structures with colors from a period appropriate palette (planned)
6. Replacement of rolled roofing over front porch of the main house (planned)
7. Replacement of rolled roofing over rear portion of the main house (planned)
8. Installation of period appropriate front door screen belonging to residence (planned)

Attachment A



CITY OF ESCONDIDO
 Planning Division
 201 North Broadway
 Escondido, CA 92025-2798
 (760) 839-4671
 Fax: (760) 839-4313

FOR INTERNAL USE ONLY	
Case No. <u>HP19-0002</u>	
Date Submitted: <u>8/21/19</u>	
Project Planner: <u>P. B...</u>	
Fees: <u>NA</u>	
Receipt No.: <u>NA</u>	
<input type="checkbox"/> Incomplete	Date of Notice _____
<input type="checkbox"/> Complete	Date _____

HISTORIC PROPERTY PRESERVATION (MILLS ACT) APPLICATION AND AGREEMENT

APPLICANT/CONTACT PERSON

Name (Print): Lori Hatley
 Address: 2418 Stevens Pl.
 City, State, Zip: Escondido, CA 92027
 Phone: 760 679-6376
 Fax: _____
 E-mail: backinout@hotmail.com
 Signature: *Lori Hatley*

OWNER (If multiple owners/addresses, attach additional sheets as necessary.)

Name (Print): Lori Hatley
 Address: 2418 Stevens Pl
 City, State, Zip: Escondido, Ca 92027
 Phone: 760 679 6376
 Fax: _____
 E-mail: backinout@hotmail.com
 Signature: *Lorene J Hatley*
 (authorizing applicant to submit application)

SITE INFORMATION

Property Address: 153 E. 6th Av Escondido, CA 92025
 Assessor's Parcel Number: 233-262-06-00
 Historic Name: Craftsman Bungalow

LANDMARK/LOCAL REGISTER INFORMATION

Historic Designation:
 Local State National
 Date of Designation: 5-5-92
 Local Register Listing: Yes No
 Date of Listing: 5-5-92

POTENTIAL STRUCTURE/PROPERTY IMPROVEMENT TIMELINE:

Please list the improvements which are intended to take place over the next 10 years. List them in order of owner's priority. The improvements listed may be as specific or as general as the applicant prefers; however, physical alterations shall comply with the Secretary of Interior standards. Emergency maintenance not identified in this Agreement may be substituted for listed improvements. The listed improvements may be performed out of order, depending on the property owner's financial situation. Visits to the property by City representatives to monitor the progress will be performed every two to three years.

PROPOSED IMPROVEMENTS

- 1) Repainting of structures with period-correct palette. _____
- 2) Replacement of rolled roofing over front porch and rear of home. _____
- 3) Installation of period-correct front door screen door belonging to home. _____
- 4) Repair/restore rear garage including replacement/repair of dry-rot wood. _____
- 5) Restore/repair original barn door style garage doors and original rolling hardware. _____
- 6) Replacement of plumbing: updated prior to sale and also by current owner, more work to be completed. _____
- 7) Installation of new electrical wiring/electrical panel: completed prior to sale. _____

RECEIVED

AUG 21 2019

City of Escondido Planning Division

Attachment A

Signatures. Applicant and property owner signature lines must be signed, even if the applicant and property owner are the same. The signature of the architect and/or engineer is also required if drawings are submitted by professional architects and/or engineers.

Applicant

As part of this application the applicant hereby agrees to defend, indemnify and hold harmless the City of Escondido, its Council, boards and commissions, officers, employees, volunteers, and agents from any claim, action, or proceeding against the City of Escondido, its Council, boards and commissions, officers, employees, volunteers and agents, to attack, set aside, void or annul an approval of the application or related decision, including environmental documents, or to challenge a denial of the application or related decisions. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, causes of action, suit or proceeding whether incurred by applicant, City, and/or the parties initiating or bringing such proceeding. The applicant shall indemnify the City for all of City's costs, attorneys' fees, and damages which City incurs in enforcing the indemnification provisions set forth herein. The applicant shall pay to the City upon demand any amount owed to the City pursuant to the indemnification requirements prescribed.

By signing below, I hereby certify that the application I am submitting, including all additional required information, is complete and accurate to the best of my knowledge. I understand that any misstatement or omission of the requested information or of any information subsequently requested may be grounds for rejecting the application, deeming the application incomplete, denying the application, suspending or revoking a permit issued on the basis of these or subsequent representations, or for the seeking of such other and further relief as may seem proper by the City of Escondido.

Applicant: Lorne J Hatley Date: 8-21-19

Property Owner

By signing below, I hereby certify under penalty of perjury, that I am the owner of record of the property described herein and that I consent to the action requested herein. All other owners, lenders or other affected parties on the title to the property have been notified of the filing of this application. Further, I hereby authorize City of Escondido employees and officers to enter upon the subject property, as necessary to inspect the premises and process this application.

In order to facilitate the public review process, the City requires that property owners agree to allow any plans or drawings submitted as part of the application to be copied for members of the public. Property owner(s) hereby agree to allow the City to copy the plans or drawings for the limited purpose of facilitating the public review process.

Property Owner: Lorne J. Hatley Date: 8-21-19

Architect/Engineer

In order to facilitate the public review process, the City requires that architects and engineers agree to allow any plans, drawings, studies or reports submitted as part of the application to be copied for members of the public. Architect/Engineer hereby agrees to allow the City to copy the plans, drawings, studies or reports for the limited purpose of facilitating the public review process.

Architect: N/A Date: _____

Engineer: _____ Date: _____

Attachment A

State of California --- The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary # _____
 HRI # _____
 Trinomial _____
 NRHP Status Code _____

Other Listings _____
 Review Code _____ Reviewer _____ Date _____

Page 1 of 3 *Resource Name or #: (Assigned by recorder) _____ Parcel # 233-262-06-00

P1. Other Identifier: _____

*P2. Location: Not for Publication Unrestricted

*a. County San Diego and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad _____ Date _____ T _____; R _____; _____ 1/4 of _____ 1/4 of Sec _____; _____ B.M.

c. Address 153 E 6th Ave. City Escondido Zip 92025

d. UTM: (Give more than one for large and/or linear resources) Zone 11, 4928 mE/ 3664 mN

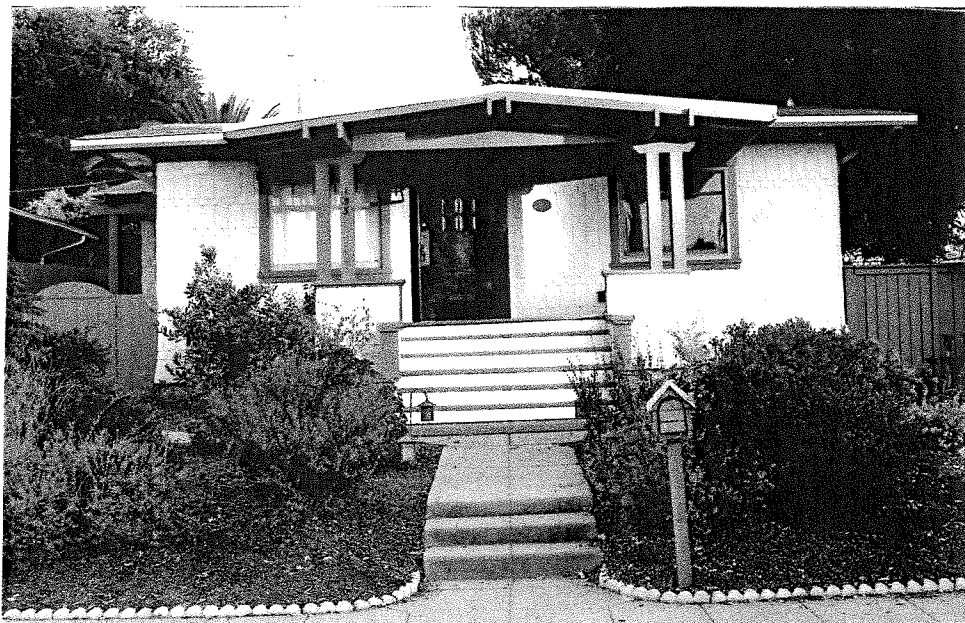
e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) _____

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

Wood shingles cover this small one-story Craftsman house with a low, wide porch. Gable facing front has oriental overtones. Pairs of beams project horizontally from the façade to the front of its porch. These are supported by another beam supported by double columns. A picture window with multi-paned transom is located on one side of the front door and a wide pair of casement windows is located on the other side. Looks well on site and condition is good. Wood front door features four small leveled glass windows on top. The exterior front of the home appears unaltered. A garage is present to the rear of the home and appears to have been built contemporaneous to the home; the garage appears to have retained its original barn style.

*P3b. Resource Attributes: (List attributes and codes) Craftsman bungalow

*P4. Resources Present: Building Structure Object Site District Element of District Other (Isolates, etc.)



P5b. Description of Photo:

(view, date, accession #) Front of building
August 2019

*P6. Date Constructed/Age and Source:

Historic Prehistoric Both
c1915 from Residential Building Record

San Diego County Assessor

*P7. Owner and Address: Lori Hatley

POB 912, Escondido, CA 92033

*P8. Recorded by:

(Name, affiliation, and address)
Ernest J. Dronenburg County of San Diego
POB 121750, San Diego, CA 92112

*P9. Date Recorded: July 8, 2019

*P10. Survey Type: (Describe) _____

*P11. Report Citation: (Cite survey report and other sources, or enter "none.") _____

*Attachments: NONE Location Map Continuation Sheet Building, Structure, and Object Record

Archaeological Record District Record Linear Feature Record Milling Station Record Rock Art Record

Artifact Record Photograph Record Other (List): List of deeded owners/Legal description/Residential Building Record

Attachment A

**State of California -- The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
BUILDING, STRUCTURE, AND OBJECT RECORD**

Primary # _____
HRI # _____

*NRHP Status Code _____

Page 2 of 3 *Resource Name or #: (Assigned by recorder) _____

- B1. Historic Name: _____
- B2. Common Name: _____
- B3. Original Use: single family home
- B4. Present Use: single family home
- *B5. Architectural Style: California bungalow

*B6. Construction History: (Construction date, alterations, and date of alterations)
Structure was built approx. 1915. Front of home appears to be relatively unaltered. For dates of improvements to property, refer to attached Residential Building Record from the San Diego County Assessor's office.

*B7. Moved? No Yes Unknown Date: _____ Original Location: _____

*B8. Related Features: _____

B9a. Architect: _____ b. Builder: Reverend Kemper

*B10. Significance: Theme _____ Area: _____

Period of Significance: Early California Property Type: single fam home Applicable Criteria: _____

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

This early California Craftsman bungalow is one of a row of a variety of Craftsman houses on the South side of E. 6th Ave. The house was originally built in c1915, and is currently 104 years old. Rev. Kemper, a former Methodist Minister, built this house and lived here before 1920. Judge Lawrence Turrentine, an uncle of Major Lloyd Turrentine, lived here in about 1920.

B11. Additional Resource Attributes: (List attributes and codes) _____

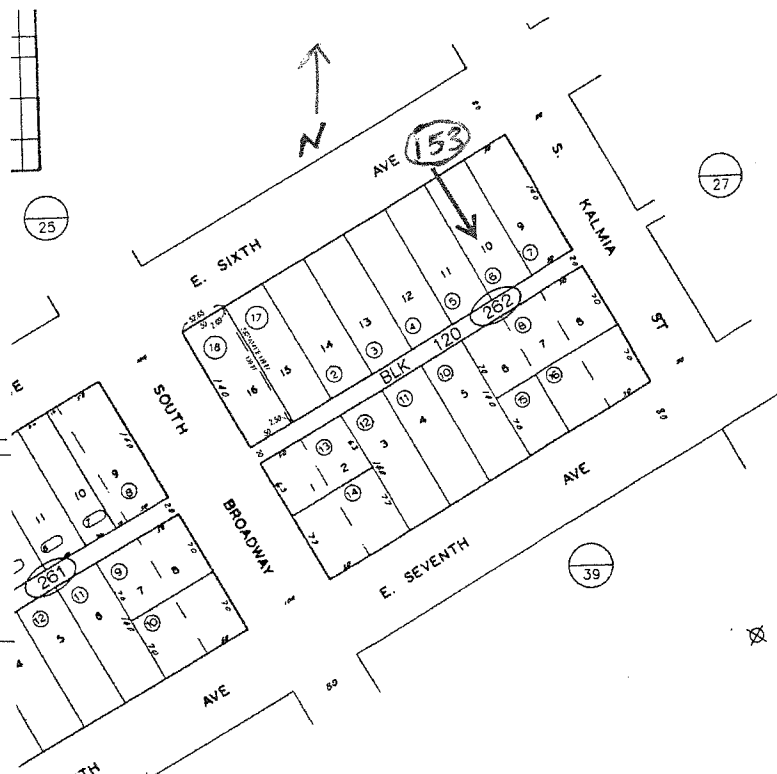
- *B12. References:
1990 City of Escondido Historic Resources Inventory
May 5, 1992 Escondido Historic Preservation Commission
Chain of Title, County of San Diego

B13. Remarks: _____

- *B14. Evaluator:
1990 City of Escondido/Escondido Historic Preservation
Commission

*Date of Evaluation: 1990

(This space reserved for official comments)



Attachment A

State of California -- The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary # _____
HRI # _____
Trinomial _____

Page 3 of 3 *Resource Name or #: (Assigned by recorder) _____

Recorded by: _____ Date: _____

Continuation Update

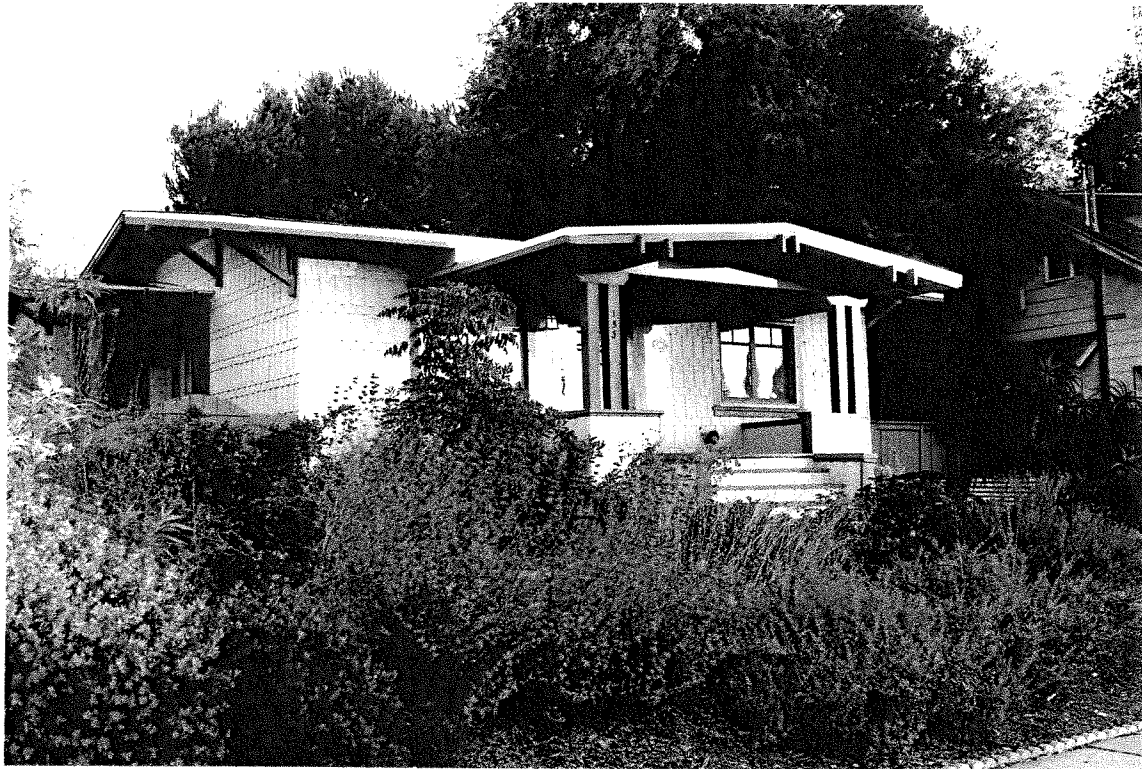
HISTORY OF OWNERSHIP - APN # 233-262-06-00 153 E. 6th AVE ESCONDIDO CA 92025

GRANTOR Name(s)	GRANTEE Name(s)	RECORDING DATE XX/XX/XXXX	WHERE RECORDED Book/Page or Doc#
Deborah K. Bond	Deborah K. Bond Trust 1-22-09	1/26/2009	2009-0034777
Bruce R. Atckison & Barbara Atckison Trustees 2002 B & B Atckison Trust	Deborah K. Bond	1/13/2002	2002-1015692
Bruce R. Atckison & Barbara Atckison	Bruce R. Atckison & Barbara Atckison Trustees 2002 B & B Atckison Trust	3/21/2002	2002-0238579
samy Esparza (by and through Karen Kern)/ Teresa Aguilar Esparza/ Samuel Esparza, Jr. (by Quentin Smith, Referee)	Bruce R. Atckison & Barbara Atckison	10/2/1989	1989-528849
Estate of Samuel Esparza/ Teresa Esparza Administrator	Teresa A. Esparza, Samuel Esparza, Jr., & Jessamy Esparza	5/27/1987	1987-291280
Charles R. Humphrey & Jacqueline Humphrey	Samuel Esparza & Karen L. Esparza	7/15/1977	1977-283030
Robert E. Shafer & Cleo V. Shafer	Charles R. Humphrey & Jacqueline Humphrey	5/13/1975	1975-114846
Carol Susan Bergquist	Robert E. Shafer & Cleo V. Shafer	7/16/1973	1973-195031
Carrie Shipley Bergquist & Henry Bergquist	Carol Susan Bergquist	1/29/1954	BOOK 5126 PG 287 / FILE# 12113
Henry N. Bergquist	Carrie Shipley Bergquist	1/3/1944	BOOK 1613 PG 109 / FILE# 113-3
Elmer P. Oaks & Maris Oaks	Henry N. Bergquist & Carrie S. Bergquist	6/8/1923	BOOK 936 PG 189 / FILE# 21489
Francis M. Kemper & Lizzie Kemper	Elmer P. Oaks & Maris Oaks	9/2/1919	BOOK 794 PG 173 / FILE# 17373
Mary C. Covell	Francis M. Kemper	9/21/1914	BOOK 663 PG 81 / FILE# 21175

Attachment A

Attachment
153 E. 6th Ave. ESCONDIDO, CA

92025



Attachment A
LEGAL DESCRIPTION

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

Lot 10 of Block 120 of Escondido, in the City of Escondido, County of San Diego, State of California, according to Map thereof No. 336, filed in the Office of the County Recorder of San Diego County, July 10, 1886.

APN: 233-262-06-00

(End of Legal Description)

MAP

THE MAP CONNECTED HERewith IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

RESIDENTIAL BUILDING RECORD

ADDRESS 153 E 62nd AVE

PARCEL 233-262-6

CLASS & SHAPE		CONSTRUCTION		STRUCTURAL		EXTERIOR		ROOF		LIGHTING		AIR CONDITION		ROOMS		FLOORS		ROOM AND FINISH DETAIL		
Permit No.	For	Amount	Date	YEAR	APPR. YEAR	NORMAL	% GOOD	Cond.	Arch. Plan	Con-Struc	Storage	Speed	Work-Shop	Fl. No.	Floors	FINISH	Walls	TRIM	INTERIOR FINISH	
D-5024	ARCHITECTURE	Light	Sub-Standard	Frame	Sheathing	Stucco on	Flor	Arch	Wiring	Conduit	Heating	Cooling	Rooms	Fl. No. <td>Floors</td> <td>FINISH</td> <td>Walls</td> <td>TRIM</td> <td>INTERIOR FINISH</td>	Floors	FINISH	Walls	TRIM	INTERIOR FINISH	
		Standard	Above-Standard	Concrete Block	Siding	Gable	Hip	K.T.	B.X.	Cable	Forced	Humid	All					DF	A	FL
		Special		B & B, T & G.	Shingle W/D	Cut Up	Dormers	Few	Alg.	Med.	Chap	Floor Unit	Zone Unit	Central						
				Brick	Shake	Roof	Gutters	Shingle	Plumbing	Water-Hi-Aula	Oil Burner	M-B-T.U.								
				Reinforced	Brick	Shake	Shake	Shake	Water-Softner	Fireplace	Fireplace	Fireplace								
				Concrete	Wood	Stone	Tile	Tile	Water-Softner	Fireplace	Fireplace	Fireplace								
				Floor Joists	Sub-Floor	Concrete Floor	Tile Trim	Tile	Water-Softner	Fireplace	Fireplace	Fireplace								
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				2nd, 3rd	2nd, 3rd	2nd, 3rd	2nd, 3rd	2nd, 3rd	Water-Softner	Fireplace	Fireplace	Fireplace								
				2nd, 3rd	2nd, 3rd	2nd, 3rd	2nd, 3rd	2nd, 3rd	Water-Softner	Fireplace	Fireplace	Fireplace								
				2nd, 3rd	2nd, 3rd	2nd, 3rd	2nd, 3rd	2nd, 3rd	Water-Softner	Fireplace	Fireplace	Fireplace								
				2nd, 3rd	2nd, 3rd	2nd, 3rd	2nd, 3rd	2nd, 3rd	Water-Softner	Fireplace	Fireplace	Fireplace								
				2nd, 3rd	2nd, 3rd	2nd, 3rd	2nd, 3rd	2nd, 3rd	Water-Softner	Fireplace	Fireplace	Fireplace								
				2nd, 3rd	2nd, 3rd	2nd, 3rd	2nd, 3rd	2nd, 3rd	Water-Softner	Fireplace	Fireplace	Fireplace			</					

Attachment A
City of Escondido
HISTORIC RESOURCES INVENTORY

IDENTIFICATION AND LOCATION

1. Historic Name
2. Common or Current Name
3. Number & Street 153 E. Sixth Avenue

Ser.No.
 Natl. Reg. Status
 Local Designation
 Local Ranking individ.signif.

- Cross-Corridor
- City: Escondido Vicinity Only Zip 92025 County: San Diego
4. UTM zone A E4928.90 B N36641.10 C Zone 11 D
 5. Quad map No. Parcel No. 293-262-06 Other

DESCRIPTION

6. Property Category If district, number of documented resources
7. Briefly describe the present physical appearance of the property, including condition, boundaries, related features, surroundings, and (if appropriate) architectural style.

Wood shingles cover this small one-story Craftsman house with a low, wide porch. Gable facing front has oriental overtones. Pairs of beams project horizontally from the facade to the front of its porch. These are supported by another beam supported by double columns. A picture window with multi-paned transom is located on one side of the front door and a wide pair of casement windows is located on the other. Looks well on site. Natural wood front door features four small leveled glass windows on top. Appears unaltered.

The architectural style is: Craftsman
 The condition is: good
 The related features are: garage to rear
 The surroundings are: residential
 The boundaries are:



8. Planning Agency
 City of Escondido
9. Owner and Address
 Samuel and Karen L. Esparza
 same
10. Type of Ownership private
11. Present Use residence
12. Zoning
13. Threats none known

Attachment A

HISTORICAL INFORMATION

14. Construction Date(s) c1915 Original location unknown Date moved
15. Alterations & date none apparent
16. Architect unknown Builder unknown
17. Historic attributes (with number from list)

SIGNIFICANCE AND EVALUATION

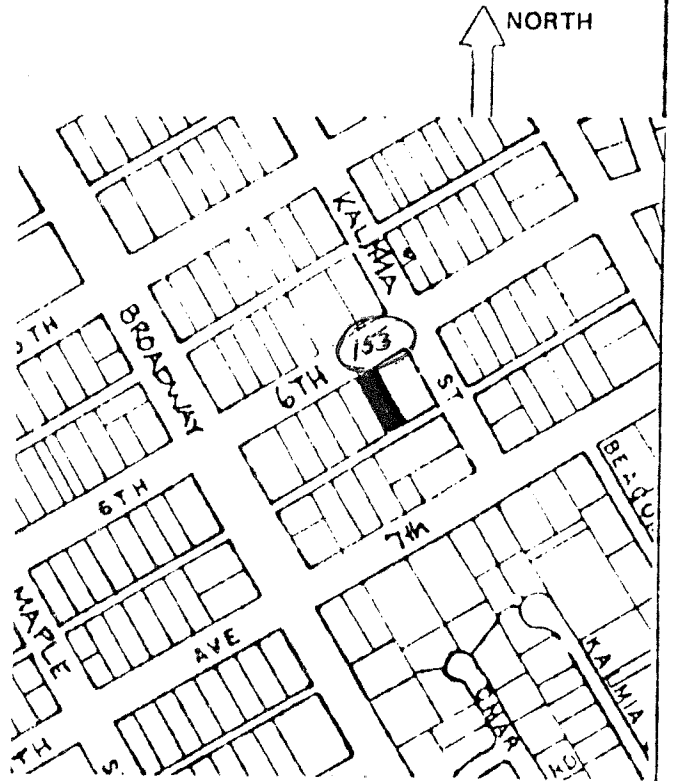
18. Context for Evaluation: Theme architecture Area
Period Property Type Context formally developed?
19. Briefly discuss the property's importance within the context. Use historical and architectural analysis as appropriate. Compare with similar properties.

Rev. Kemper, a former Methodist Minister, built this house and lived here before 1920. This house is one of a row of Craftsman houses spanning this side of 6th Avenue.

20. Sources
21. Applicable National Register criteria
22. Other Recognition:
State Landmark Number
23. Evaluator
Date of Evaluation 1990
24. Survey type
25. Survey name
26. Year Form Prepared 1983
By(Name) Donald A. Cotton Associates
Organization Revised by Aegis 1990
Address 111 Spring Street
City & Zip Claremont, CA 91711
Phone (714) 621 1207

Attachment A

Locational sketch map (draw and label site and surrounding streets, roads, and prominent landmarks):



Attachment A

NOMINATION REPORT FOR THE CITY OF ESCONDIDO LOCAL REGISTER OF HISTORIC PLACES

Address of Resource: 153 East Sixth Avenue

Existing Use: Residential

Zoning: R-1-6

General Plan Designation: Urban 1

Tier Designation: Central/Tier 1

Construction Date: c1912

Meets Ordinance Criteria 2, 5, and 6 for Local Register Listing.

Justification for Register Listing:

This house is one of a row of variety of Craftsman houses in this side of Sixth Avenue. Judge Lawrence Turrentine, an uncle of Major Lloyd Turrentine, lived here about 1920.

Wood shingles cover this small one-story Craftsman house with a low wide porch. Craftsman elements are evident in the front facing globe, the picture window with multi-paned transom, and a wide pair of easement windows flanking the front door. Natural wood front door features four small leveled glass windows on top. Oriental overtones are noted by the pairs of beams projecting horizontally from the facade.

Staff Recommendation:

Staff recommends this resource be placed on the Local Register.

Commission Action:

On May 5, 1992, the Commission voted unanimously to approve placing this resource on the Local Register.

Attachment A

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

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

THIS SPACE FOR RECORDER'S USE ONLY

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement is made and entered into by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter referred to as "the CITY") and [Insert Owner's Name] (hereinafter referred to as "the OWNER").

Recitals

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

Agreement

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

Attachment A

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

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

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

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

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

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

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

Attachment A

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

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

 A OWNER'S INITIALS

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

 LH OWNER'S INITIALS

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

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

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

Attachment A

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

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

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

 AH **OWNER'S INITIALS**

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

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

 AH **OWNER'S INITIALS**

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

Attachment A

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

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

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

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

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

 EH **OWNER'S INITIALS**

Attachment A

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

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

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

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

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

Attachment A

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

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

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

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

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

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

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

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

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

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

OWNER: [Insert Owner's Name & Mailing Address]
LORI HATLEY
POB 912
ESCONDIDO, CA 92033

Attachment A

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

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

(Remainder of page left intentionally blank.)

Attachment A

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

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

CITY OF ESCONDIDO

Dated: _____

By: _____
Mayor

Dated: _____

By: _____
City Clerk

OWNER

Dated: _____

By: _____
[Insert Owner's Name]
(This signature must be notarized.)

Dated: _____

By: _____
[Insert Owner's Name]
(This signature must be notarized.)

APPROVED AS TO FORM:

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

By: _____

**HISTORIC PRESERVATION
COMMISSION**

**Agenda Item No.: H.1
Date: November 21, 2019**

TO: Historic Preservation Commission

FROM: Paul Bingham, Assistant Planner II

REQUESTS: Residence addressed as 153 East 6th Avenue (case number HP19-0002)

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

RECOMMENDATION: Forward recommendation of approval to the City Council

BACKGROUND:

City of Escondido Historical/Cultural Resources Survey

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

Local Register of Historic Places Listing

The subject property was approved for listing on the City's Local Register on May 5, 1992.

Mills Act Contract and Property Applying

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



The subject property is located within the City's Old Escondido Neighborhood historic district, addressed as 153 East 6th Avenue (APN 233-262-06-00). It consists of .15 acre with a one-story Craftsman residence built circa 1915. The structure's exterior is clad in a unique pattern of alternating thin and wide rows of wooden shingles, pairs of beams project from double porch columns and a low, flat gable facing the street

Attachment A

all give the structure a decidedly Oriental look. At the time the property was evaluated in the City's 1990 historic survey, the historian considered the house significant. A double garage covered in Board and Batten siding is located at the rear of the property and its pair of single bay doors face the alley. While old, the garage was likely built or moved onto the site sometime after the main house. No permit record was found to establish its exact age. The current owner desires to enter into a Mills Act contract for this property's continued preservation. The owner is proposing as part of the contract to do important repairs. (See attached list of improvements.)

ANALYSIS

Escondido Historical/Cultural Resources Report

Since purchasing the property on June 7, 2019, the owner has completed the installation of new house wiring, a new electric panel and is currently replacing the house's plumbing. The applicant is requesting a Mills Act contract in order to help offset some of the costs associated with planned future restoration and repair work. The owner has conducted the required historic research and data collection, including providing the requested chain of title, and has submitted the information in the required format on State Department of Parks and Recreation forms (see attached). The applicant has also provided supplemental information as requested by the HPC on September 19, 2019, and staff feels this is adequate for the purpose of determining the appropriateness of recommending Mills Act approval. A copy of the staff report from the September 19, 2019 meeting is attached to this report for reference.

Requirement for Listing on a Register of Historic Places

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

Mills Act Contract

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

Attachment A

Mills Act Application List of Improvements

Property Address: 153 East 6th Avenue
Property Owner: Lorene I. Hatley

1. Repair dry rotted and damaged wood on garage
2. Restore/repair two original barn door style garage doors and original rolling hardware and tracks
3. Repaint main house with period-appropriate colors
4. Install new gate in rear fencing to allow original direct access to current garage
5. Restore/repair east side garage "man door"
6. Restore/repair original garage windows
7. Replace sprinklers with drip and install drought tolerant native plants in yard
8. Restore/repair existing French door so it can be opened properly
9. Replace rolled roofing over front porch of the main house
10. Replace rolled roofing over rear portion of the main house
11. Install period appropriate front door screen

Attachment A



RECEIVED

OCT 28 2019

City of Escondido Planning Division

CITY OF ESCONDIDO
Planning Division
201 North Broadway
Escondido, CA 92025-2798
(760) 839-4671
Fax: (760) 839-4313

HISTORIC PROPERTY PRESERVATION (MILLS ACT) APPLICATION AND AGREEMENT

FOR INTERNAL USE ONLY
Case No. NP19-0002
Date Submitted: 10/28/19
Project Planner: P.B.
Fees: NA
Receipt No.: NA
Incomplete Complete
Date of Notice Date

APPLICANT/CONTACT PERSON

Name (Print): Lori Hatley (Lorene)
Address: 2418 Stevens Pl
City, State, Zip: Escondido, CA 92027
Phone: 760 679-6376
Fax:
E-mail: backinout@hotmail.com
Signature:

OWNER (If multiple owners/addresses, attach additional sheets as necessary.)

Name (Print): Lorene Hatley
Address: 2418 Stevens Pl
City, State, Zip: Escondido, CA 92027
Phone: 760 679-6376
Fax:
E-mail: backinout@hotmail.com
Signature: (authorizing applicant to submit application)

SITE INFORMATION

Property Address: 153 E. 6th Av Escondido CA 92025
Assessor's Parcel Number: 233-262-06-00
Historic Name: Kemper House

LANDMARK/LOCAL REGISTER INFORMATION

Historic Designation:
Local State National
Date of Designation: 5-5-1992
Local Register Listing: Yes No
Date of Listing: 5-5-1992

POTENTIAL STRUCTURE/PROPERTY IMPROVEMENT TIMELINE:

Please list the improvements which are intended to take place over the next 10 years. List them in order of owner's priority. The improvements listed may be as specific or as general as the applicant prefers; however, physical alterations shall comply with the Secretary of Interior standards. Emergency maintenance not identified in this Agreement may be substituted for listed improvements. The listed improvements may be performed out of order, depending on the property owner's financial situation. Visits to the property by City representatives to monitor the progress will be performed every two to three years.

PROPOSED IMPROVEMENTS

- 1) Repaint house 2) Installation of period-correct front door screen 3) Replacement of rolled-roofing over front porch 4) Replacement of rolled-roofing over rear of home, the portion with the less pitched roof line over the master bath, laundry and sunroom. 5) install new gate in rear fencing to allow direct access to current garage 6) Repair dry rot and damaged wood to garage 6) Restore/repair 2 original barn door style garage doors and original rolling hardware and curving tracks for easier access into garage spaces 7) Restore/repair east side garage "man door" 8) restore/repair original garage windows 9) installation of drip system for drought tolerant, native plant species in both the front and back 10) Restore french door leading into dining room so it can open and close properly

Attachment A

Signatures. Applicant and property owner signature lines must be signed, even if the applicant and property owner are the same. The signature of the architect and/or engineer is also required if drawings are submitted by professional architects and/or engineers.

Applicant

As part of this application the applicant hereby agrees to defend, indemnify and hold harmless the City of Escondido, its Council, boards and commissions, officers, employees, volunteers, and agents from any claim, action, or proceeding against the City of Escondido, its Council, boards and commissions, officers, employees, volunteers and agents, to attack, set aside, void or annul an approval of the application or related decision, including environmental documents, or to challenge a denial of the application or related decisions. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, causes of action, suit or proceeding whether incurred by applicant, City, and/or the parties initiating or bringing such proceeding. The applicant shall indemnify the City for all of City's costs, attorneys' fees, and damages which City incurs in enforcing the indemnification provisions set forth herein. The applicant shall pay to the City upon demand any amount owed to the City pursuant to the indemnification requirements prescribed.

By signing below, I hereby certify that the application I am submitting, including all additional required information, is complete and accurate to the best of my knowledge. I understand that any misstatement or omission of the requested information or of any information subsequently requested may be grounds for rejecting the application, deeming the application incomplete, denying the application, suspending or revoking a permit issued on the basis of these or subsequent representations, or for the seeking of such other and further relief as may seem proper by the City of Escondido.

Applicant: Loren J. Hatley

Date: 10-28-19

Property Owner

By signing below, I hereby certify under penalty of perjury, that I am the owner of record of the property described herein and that I consent to the action requested herein. All other owners, lenders or other affected parties on the title to the property have been notified of the filing of this application. Further, I hereby authorize City of Escondido employees and officers to enter upon the subject property, as necessary to inspect the premises and process this application.

In order to facilitate the public review process, the City requires that property owners agree to allow any plans or drawings submitted as part of the application to be copied for members of the public. Property owner(s) hereby agree to allow the City to copy the plans or drawings for the limited purpose of facilitating the public review process.

Property Owner: Loren J. Hatley

Date: 10-28-19

Architect/Engineer

In order to facilitate the public review process, the City requires that architects and engineers agree to allow any plans, drawings, studies or reports submitted as part of the application to be copied for members of the public. Architect/Engineer hereby agrees to allow the City to copy the plans, drawings, studies or reports for the limited purpose of facilitating the public review process.

Architect: _____

Date: _____

Engineer: _____

Date: _____

Attachment A

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary # _____
 HRI # _____
 Trinomial _____
 NRHP Status Code _____

Other Listings _____
 Review Code _____ Reviewer _____ Date _____

Page 1 of 11 *Resource Name or #: (Assigned by recorder) Parcel #233-262-06-00

P1. Other Identifier: Kemper House

***P2. Location:** Not for Publication Unrestricted

***a. County** San Diego and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)

***b. USGS 7.5' Quad** _____ **Date** _____ **T** _____; **R** _____; _____ **% of** _____ **% of Sec** _____; _____ **B.M.**

c. Address 153 E. 6th Avenue **City** Escondido **Zip** 92025

d. UTM: (Give more than one for large and/or linear resources) **Zone** 11, 4928 mE/ 3664 mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) See attached continuation page 3

***P3a. Description:** (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

The Kemper House is an excellent example of the California Bungalow style prevalent in the 1915-1920's era, retaining many of its original elements. Typical of the Craftsman Bungalow style, the home has a simple design, is functional and easy to care for, with a low pitch roof line and was built by the owner, Francis Kemper, which is typical of the Craftsman era. The home is one-story, basically square in shape, and has several casement windows with original glass (see supplement for further details). The home has a low, wide porch. The gable facing front has oriental overtones with pairs of beams (continued pg 3)

***P3b. Resource Attributes:** (List attributes and codes) HP-2 Single Family Residence

***P4. Resources Present:** Building Structure Object Site District Element of District Other (Isolates, etc.)



P5b. Description of Photo:
 (view, date, accession #) Front of building, North elevation, facing South, October 2019

***P6. Date Constructed/Age and Source:**

Historic Prehistoric Both
1915

***P7. Owner and Address:** Lorene

Hatley, 2418 Stevens Pl, Escondido, CA
92027

***P8. Recorded by:**

(Name, affiliation, and address)
Lorene Hatley, 2418 Stevens Pl, Escondido,
CA 92027

***P9. Date Recorded:** July 8, 2019

***P10. Survey Type:** (Describe) Reconnaissance for Mills Act nomination

***P11. Report Citation:** (Cite survey report and other sources, or enter "none.") none

***Attachments:** NONE Location Map Continuation Sheet Building, Structure, and Object Record
 Archaeological Record District Record Linear Feature Record Milling Station Record Rock Art Record
 Artifact Record Photograph Record Other (List): List of deeded owners, legal description, residential building record

Attachment A

**State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
BUILDING, STRUCTURE, AND OBJECT RECORD**

Primary # _____

HRI # _____

*NRHP Status Code _____

Page 2 of 11 *Resource Name or #: (Assigned by recorder) _____

B1. Historic Name: Kemper House
 B2. Common Name: Kemper House
 B3. Original Use: Residence
 B4. Present Use: Residence
 *B5. Architectural Style: California Bungalow

*B6. Construction History: (Construction date, alterations, and date of alterations)
 This structure was built in 1915 by Francis M. Kemper. The front of the home is relatively unaltered. Originally, the home was a 2 bedroom, 1 bath home with a kitchen, living room, and dining area. At an unknown date, a master bath and laundry room was added to the rear of the home. According to the San Diego County Residential building record, a sunroom, located east of the laundry room, was added 9/24/2003.

*B7. Moved? No Yes Unknown Date: _____ Original Location: _____

*B8. Related Features:
 There is an approx 18x18' garage built in the back yard contemporaneous with the home (County records show the garage on the plot map in 1927 and on the Residential Building Record). Unlike the home, the garage has vertical wood siding with 3 inch verticle trim pieces every 12 inches. The roof was originally wood shake, but is now asphalt shingle. There are two skylights, added at an unknown date. (see attached pg 3)

B9a. Architect: unk b. Builder: Francis M. Kemper

*B10. Significance: Theme Residential Architecture Area: Central Escondido, Old Esc Historic District
 Period of Significance: calif bungalow c1915 Property Type: single family home Applicable Criteria: _____
 (Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

The Craftsman Bungalow was a popular style of home between 1890 and 1940. The homes had a simple design, were functional, easy to care for, and affordable to an ever growing population in need of housing. Before WWI, a bungalow could be built for as little as \$900, although the price rose to around \$3,500 after the war. Bungalow designs were spread by the practice of building from mail-order plans available from catalogs, the most popular of which was the Sears Roebuck catalogs. The kits contained pre-cut lumber and the materials necessary to build a simple, functional home. There is a possibility the Kemper home could be from a kit, but this cannot be verified. The Residential Building Record from the County of San Diego is "retroactive" to the property, starting in 1964, and working both backwards and forwards. Of interest, the home directly adjacent and to the East of the Kemper home (161 E 6th, Shriver House), was built in 1916 by Francis M. Kemper. Francis Kemper lived in the Shriver home until 1921 when it was sold to Edith Shriver. Mr. Kemper, (see attached contuation pg 4)

B11. Additional Resource Attributes: (List attributes and codes) HP5

*B12. References:
 City of Escondido Historic Resources Inventory, Assessor/Recorder
 County of San Diego, Escondido Directories 1910-1930,
 Ancestry.com, findagrave.com, billiongraves.com, freshhome

B13. Remarks:
 This property is zoned R-1. It falls within the Old Escondido Historic District. Its location within the historic district offers a level of protection and preservation. No threats are known at this time.

*B14. Evaluator:
 Lori Hatley, 2418 Stevens Pl, Escondido, CA 92027

*Date of Evaluation: October 24, 2019

(This space reserved for official comments)



ALLEY

Attachment A

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary # _____
HRI # _____
Trinomial _____

Page 3 of 11 *Resource Name or #: (Assigned by recorder)

153 E. 6th Ave, Escondido, CA 92025

Recorded by: Lorene Hatley

Date: 7-8-19

Continuation Update

Continued from pg 1, P2e, Other Locational Data:

Lot 10 of block 120 of Escondido, in the City of Escondido, County of San Diego, State of California, according to Map thereof No. 336, filed in the Office of the County Recorder of San Diego County, July 10, 1886. APN: 233-262-06-00

Continued from pg 1, P3a, Description: projecting horizontally from the facade to the front of its porch. These are supported by another beam supported by double columns. The 7000 sq ft lot is located on the South side of E. 6th Ave, one home west of Kalmia St, and is slightly elevated above street level. The 1184 sq ft wood-framed home has a concrete foundation and a composite shingle roof. Rolled roofing is located over the front porch and rear of the home over the master bath, laundry, and sunroom, which are later additions to the home. Of particular interest, the entire home is covered with an interesting repeating pattern of 6x16 cedar shingles in a three layer lap pattern. This is original to the home, and indicative of the Craftsman period. The front and rear yards have drought tolerant landscaping, replacing the 1980's lawn. In particular, several plant species native to S. California are located in the front yard, including Manzanita. A concrete walkway leads from the sidewalk to the house.

North Elevation: The front of the house faces north and features 6 fairly steep stairs leading to an elevated porch, with architectural details previously discussed. On the left side of the porch, there is a 6 paned picture window with 5 smaller wood framed panes above the larger pane, all with original "wavey" glass. On the right side of the porch, there is a casement window with 6 panes, 4 smaller wood framed panes above 2 larger panes, again with original glass. The front door is original to the home, and also has oriental overtones, with 4 beveled windows located in the center of the top half of the door. The interior of the door appears to have some original lockset hardware. The front of the home including porch is covered by the layered wood shingles.

East Elevation: The East side of the home, beginning at the north side, has a small 5ft x 7ft elevated concrete foundation patio with 2 verticle beams supporting a wood patio cover with 1x1 wood slats. Two doors lead out to the patio, the first being a pair of 12 paned french doors leading from the living room, the second a single 12 paned french door leading from the dining area. There is a 6 paned casement window in the dining area with 4 smaller wood framed panes and 2 larger panes, with original glass. This is followed by the sunroom, which has 3 windows at this location. The wood shingles cover the side of the home with the exception of the sunroom. Under the roof line, there are verticle wood slats which allow for "natural" attic venting and the roof line projects out with the dining area/sunroom at this location. There is a small screen access point to the crawl space beneath the home.

South Elevation: The back of the house is a series of addtions to the home. Beginning on the west side, There is the Master bath addition. It has a pair of side-by-side casement windows with 3 panes each, 2 smaller wood panes on top of a larger pane. The windows, although not original, match the overall theme/look of the home. Next, the laundry room has the only sash window of the home. This is followed by the sunroom which contains two windows, followed by a door, followed by two more windows.

West Elevation: The West side of the home, beginning at the north side, has three windows. The first is the front bedroom window, which is a single casement window with 3 panes, 2 smaller glass panes over a larger pane, all original "wavy" glass. The next is the guest bath window, which is another casement window with 3 panes, 2 smaller panes over a larger pane. The larger pane has privacy glass. The last window is for the master bedroom and is a casement window with 6 glass panes, each window having 2 smaller panes above a larger pane. The water heater enclosure is located between the first two windows, with a garden-type faucet located to the right of it. Verticle wood slats exist for attic venting under the roof line, and a small screen access point to the crawl space is located under the first bedroom window.

Continued from pg 2, B8: The garage has a concrete foundation and driving access from the alley behind the home. Francis Kemper also built a garage for the Shriver home next door at approx the same time. Of interest, on the south side of the garage, are the unusual rolling barn door garage doors which curve along a rounded track when opening and closing. The hardware, including the rollers to the barn doors, appears to be original. Three stairs and a door lead into the garage on the north side, and there is a bordered up window on both the east and west sides.

Attachment A

State of California & Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Primary#
HRI #
Trinomial

CONTINUATION SHEET

Property Name: Kemper House, 153 E 6th Ave, Escondido, CA 92025
Page 5 of 11



North
Elevation

East Elevation



Attachment A

State of California Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Primary#
HRI #
Trinomial

CONTINUATION SHEET

Property Name: Kemper House, 153 E 6th Ave, ESCONDIDO, CA 92025
Page 6 of 11



South
Elevation

West Elevation



Attachment A

State of California Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Primary#
HRI #
Trinomial

CONTINUATION SHEET

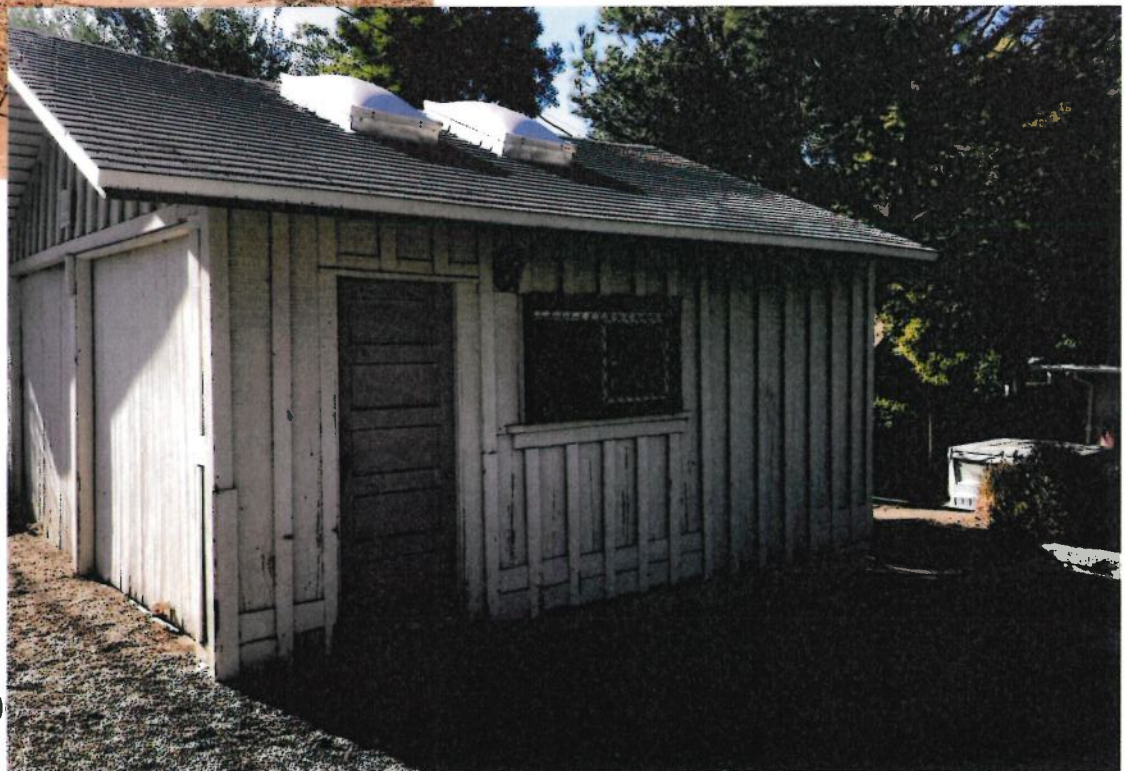
Property Name: Kemper House, 153 E. 6th Ave, Escocedda, CA 92025
Page 7 of 11



Garage

North

Elevation



Garage

East Elevation

Attachment A

State of California & Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

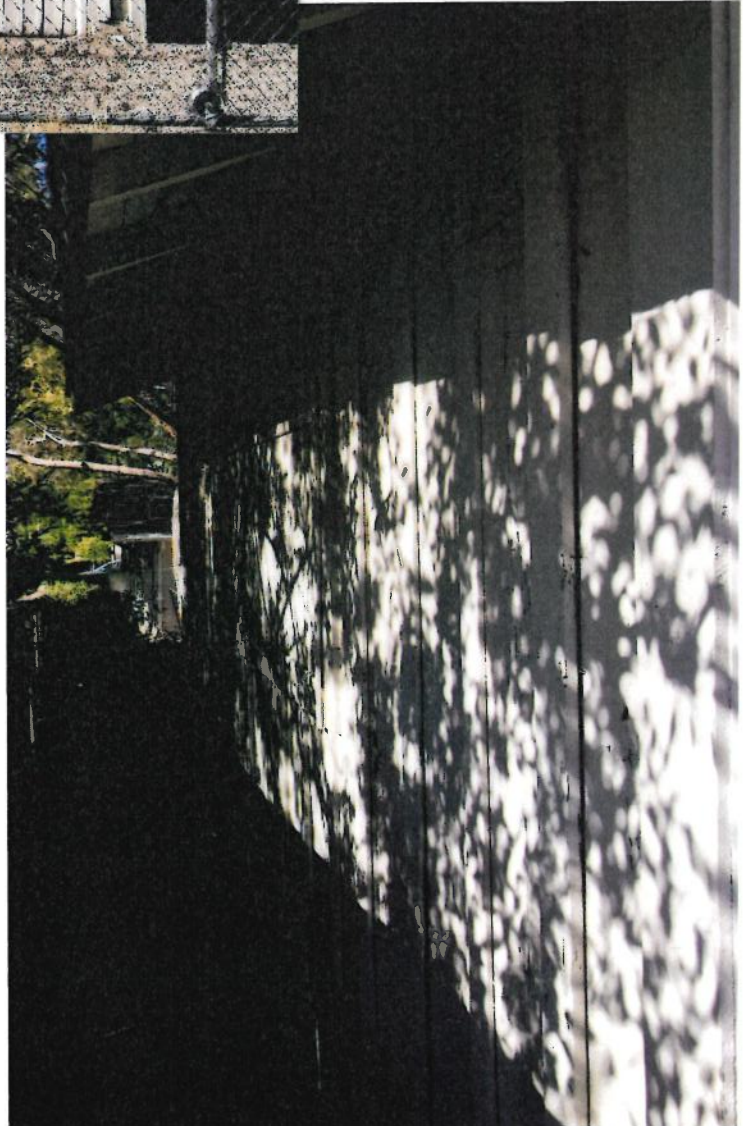
Primary#
HRI #
Trinomial

CONTINUATION SHEET

Property Name: Kempee House, 153 E. 6th Ave, ESCONDIDO, CA 92025
Page 8 of 11



Garage
South
Elevation



Garage
West Elevation

Attachment A

State of California Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

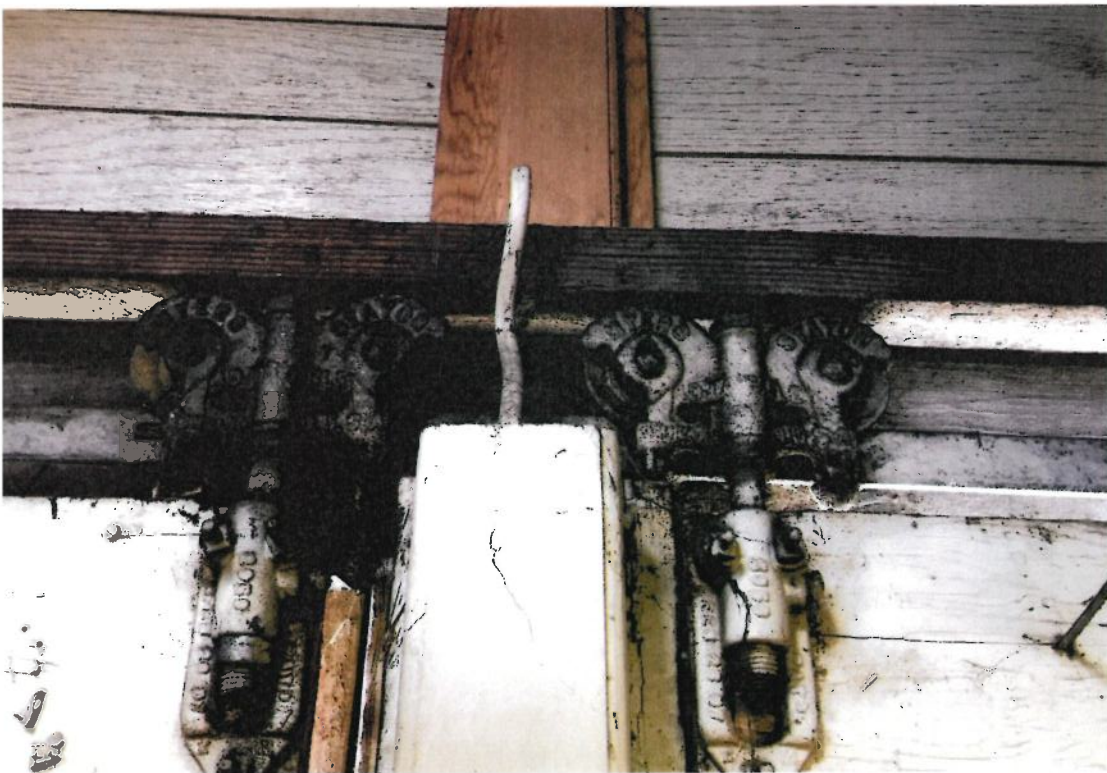
Primary#
HRI #
Trinomial

CONTINUATION SHEET

Property Name: Kemper House, 153 E. 6th Ave, ESCONDIDO, CA 92025
Page 9 of 11



South facing
Garage
Interior



Original rolling
Hardware and
Rails for garage
Barn doors

Attachment A

State of California Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Primary#
HRI #
Trinomial

CONTINUATION SHEET

Property Name: Kemper House, 153 E. 6th Ave., ESCONSIDO, CA 92025
Page 10 of 11



Original Front
Door



Original Lock Set



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

Notice of Exemption

To: San Diego Assessor/Recorder/County Clerk
Attn: Fish & Wildlife Notices
1600 Pacific Hwy, Room 260
San Diego, CA 92101
MS A-33

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

Project Title/Case No.: HP 19-0002 / Mills Act Contract

Project Location - specific: Addressed as 153 East 6th Avenue (APN 233-262-06-00), located on the south side of East 6th Avenue between South Kalmia Street and South Broadway.

Project Location - City: Escondido

Project Location - County: San Diego

Description of Project:

A request to execute a Mills Act contract for the purpose of preservation of a 0.15-acre local register-listed property in the R-1-6 (Single-Family Residential, 6,000 square foot minimum lot size) zone, located in the U1 (Urban I) designation of the General Plan.

Name of Public Agency Approving Project: City of Escondido

Name of Persons or Agency Carrying Out Project:

Name: Lorene I. Hatley
Address: 2418 Stevens Place, Escondido, CA 92027

Telephone: (760) 679-6376

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

Exempt Status:

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

Reasons why project is exempt:

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

Lead Agency Contact Person: Paul K. Bingham

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

Signature: Assistant Planner II

Date

Signed by Lead Agency

Date received for filing at OPR:

Signed by Applicant

RESOLUTION NO. 2020-168

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A MILLS ACT CONTRACT, ALSO KNOWN AS A HISTORIC PROPERTY PRESERVATION AGREEMENT, WITH LORENE I. HATLEY FOR THE LOCAL REGISTER LISTED PROPERTY LOCATED AT 153 EAST 6TH AVENUE

CASE NO. HP 19-0002

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

WHEREAS, Lorene I. Hatley (“Owner”) submitted a request to enter into a Historic Property Preservation Agreement, (“Agreement”) attached as Exhibit “A” to this Resolution, with the City of Escondido (“City”) for certain real property located at 153 East 6th Avenue in the City, having assessor’s parcel number (APN) 233-262-06-00 and more particularly described in Exhibit A to the Agreement; and

WHEREAS, the Property qualifies for a Mills Act contract since it was listed in the City’s Local Register of Historic Places on May 5, 1992; and

WHEREAS, pursuant to the California Environmental Quality Act (“CEQA”), the project, consisting of certain requested improvements to the historical structure on the Property and the entering into of the Agreement (“Project”), is categorically exempt from environmental review in accordance with CEQA Guidelines section 15331 (Historical Resource Restoration/Rehabilitation).

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

1. The above recitations are true.
2. The CEQA exemption for the Project, pursuant to CEQA Guidelines section 15331, is hereby adopted.
3. The Mayor is hereby authorized to execute, on behalf of the City, the above-referenced Agreement with the Owner of the Property. A copy of the Agreement is attached as Exhibit "A" to this Resolution and is incorporated herein by this reference.

EXEMPT FROM FEES pursuant to
Gov't Code §§ 6103, 27383, and 27388.1
(filing requested/executed by municipality)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

HP 19-0002

This Space for Recorder's Use Only

HISTORIC PROPERTY PRESERVATION AGREEMENT

This HISTORIC PROPERTY PRESERVATION AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2020, by and between the City of Escondido, a California municipal corporation ("**City**") and Lorene I. Hatley, an individual ("**Owner**"). (The City and Owner may each be referred to herein as a "**Party**" and collectively as the "**Parties.**")

RECITALS

A. The Owner possesses and owns that certain real property located within the City as further described in Exhibit A to this Agreement, attached hereto and incorporated herein by this reference ("**Property**").

B. The City and the Owner desire to enter into this Agreement to carry out the purposes of the Mills Act (California Government Code section 50280 et seq.) ("**Mills Act**") and California Revenue and Taxation Code sections 439 to 439.4.

C. The Property is a "qualified historical property," as that term is defined under the Mills Act ("**Qualified Historical Property**"), in that the Property is privately owned, the Property is not exempt from property taxation, and the Property is listed in the City's Local Register of Historic Places.

D. The Property is a "restricted historical property," as that term is defined in Revenue and Taxation Code section 439.1.

E. The City and the Owner desire to limit the use of the Property and to preserve the Property so as to retain its characteristics as a property of cultural, architectural, and historical significance.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the substantial public benefits to be derived therefrom, the Parties hereby mutually agree as follows:

1. Recitals. The Recitals set forth above are included herein by reference as part of this Agreement and the Parties agree that said Recitals are essential facts to this Agreement.

2. Applicability of Government Code and Revenue and Taxation Code. This Agreement is made pursuant to the Mills Act and California Revenue and Taxation Code sections 439 to 439.4 and is subject to all of the provisions of these statutes.

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

a. The Owner agrees to preserve/rehabilitate and maintain the cultural, historical, and architectural characteristics of the Property during the term of this Agreement as set forth in the Schedule of Improvements identified in Exhibit B to this Agreement, attached hereto and incorporated herein by this reference (“**Schedule of Improvements**”).

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

(i.) dilapidated, deteriorating, or unrepaired structures, such as fences, roofs, doors, walls, and windows;

(ii.) scrap lumber, junk, trash, or debris;

(iii.) abandoned, discarded, or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, cans, containers, or similar items;

(iv.) stagnant water or excavations, including swimming pools or spas; and

(v.) any device, decoration, design, structure, or vegetation that a reasonable person would determine to be unsightly by reason of its height, condition, or location.

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

d. If the City institutes a code enforcement action pertaining to the Property, the City may request, and the Owner shall submit within 30 days of such request, documentation of expenditures incurred and work performed by the Owner within the previous 24 months to accomplish items from the Schedule of Improvements. If the Owner performs work on the Property, rather than contracting with a third party, the value of the Owner’s labor shall be calculated at the market rate for such work performed. The Owner shall be in substantial compliance with the

Schedule of Improvements when the expenditures incurred and work performed to accomplish the improvements are equal to or greater than the Owner's annual property tax savings for the previous 24 months, as determined by the City, based upon the County Tax Assessor's valuation of the Property using the process set forth in California Revenue and Taxation Code sections 439 to 439.4.

e. The Owner shall, within 30 days after written notice from the City, furnish the City with any information the City shall require to enable the City to determine (i) the Property's present state, (ii) the Property's continued eligibility as a Qualified Historical Property, and (iii) whether the Owner is in compliance with this Agreement.

_____ **OWNER'S INITIALS**

4. Inspections. The Owner agrees to permit periodic examinations and inspections of the interior and exterior of the Property by the City, the County Assessor, the State Department of Parks and Recreation, and the State Board of Equalization, as may be necessary to determine the Owner's compliance with this Agreement. After five years, and every five years thereafter, the City shall inspect the Property, including the interior and exterior of the premises, to determine the Owner's continued compliance with this Agreement.

_____ **OWNER'S INITIALS**

5. Term. This Agreement shall be effective and shall commence on January 1 of the year following the successful recordation of this Agreement by the San Diego County Recorder's Office and shall remain in effect for a period of 10 years thereafter.

6. Renewal.

6.1. *Automatic Renewal*. On the 10th anniversary of this Agreement and on each successive anniversary date ("**Renewal Date**"), a period of one year shall automatically be added to the initial term of this Agreement unless a Party gives a notice of nonrenewal as provided in this Agreement.

6.2. *Notice of Nonrenewal*. If, in any year, a Party desires not to renew this Agreement, such Party shall serve a written notice of nonrenewal on the other Party. If the Owner elects to serve a notice of nonrenewal, the notice must be served on the City at least 90 days prior to the Renewal Date, or else a period of one additional year shall automatically be added to the term of this Agreement. Conversely, if the City elects to serve a notice of nonrenewal, the notice must be served on the Owner at least 60 days prior to the Renewal Date, or else a period of one additional year shall automatically be added to the term of this Agreement. The City may issue a notice of nonrenewal if the City determines improvements, maintenance, rehabilitation, renovation, or restoration of the Property is required for the Property's continued eligibility as a Qualified Historical Property. Upon receipt by the Owner of a notice of nonrenewal from the City, the Owner may make a written protest of such nonrenewal. The City may, at any time prior to the Renewal Date, withdraw its notice of nonrenewal.

6.3. *Effect of Notice of Nonrenewal*. If, in any year, either Party serves a notice of nonrenewal as provided in this Agreement, this Agreement shall remain in effect for (i) the balance of the period remaining under the initial term of this Agreement, or (ii) the balance of the period remaining since the last renewal of this Agreement, as the case may be.

7. Cancellation.

7.1 The City may cancel this Agreement if the City determines that the Owner (i) has breached any term, condition, or covenant of this Agreement; (ii) has allowed the Property to deteriorate to the point that the Property no longer meets the standards of a Qualified Historical Property; or (iii) has failed to restore or rehabilitate the Property in the manner required by this Agreement.

_____ **OWNER'S INITIALS**

7.2 *Notice of Cancellation.* This Agreement cannot be cancelled until after the City has given notice and has held a public hearing as required by California Government Code section 50285.

7.3 *Cancellation Fee.* If the City cancels this Agreement pursuant to the terms of this Agreement, the Owner shall pay those cancellation fees set forth in the Mills Act. Upon cancellation, the Owner shall pay a cancellation fee of 12.5% of the then-current fair market value of the Property, which is to be determined by the County Assessor as though the Property were free and clear of any of the restrictions pursuant to this Agreement. The cancellation fee shall be paid to the County Auditor at the time and in the manner that the County Auditor shall prescribe and shall be allocated by the County Auditor to each jurisdiction in the tax rate area in which the Property is located in the same manner as the County Auditor allocates the annual tax increment in that tax area for that fiscal year.

_____ **OWNER'S INITIALS**

8. No Compensation. The Owner shall not receive any payment from the City in consideration for the obligations imposed under this Agreement. The Parties recognize and agree that the consideration for the execution of this Agreement is the substantial public benefits to be derived therefrom and the advantage that will accrue to the Owner as a result of the assessed value of the Property because of the restrictions that this Agreement imposes on the use and preservation of the Property.

9. Enforcement.

9.1 As an alternative to cancellation of the Agreement, the City may, in its sole discretion, specifically enforce or enjoin the Owner's breach of the terms of this Agreement, including but not limited to bringing an action to enforce this Agreement by specific performance or injunction. In the event of such breach, the City shall give written notice to the Owner notifying the Owner of the the violation ("**Notice of Violation**"). If such breach is not corrected to the reasonable satisfaction of the City within 30 calendar days after the date of the Notice of Violation, or within such other reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within 30 calendar days and thereafter diligently pursued to completion), the City may, without further notice, declare the Owner to be in breach of the terms of this Agreement, and may bring any action necessary to specially enforce the obligations of the Owner under the terms of this Agreement or apply for such other relief as authorized under local, state, or federal law.

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

10. Indemnification. The Owner (including Owner's agents, employees, contractors, and subcontractors, if any) shall hold harmless, defend (with counsel reasonably acceptable to the City), and indemnify the City, its boards, commissions, departments, officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "**Claims**"), and any attorney's, consultant, or expert fees and City staff costs for investigating or responding to any Claims, incurred in connection with or arising in whole or in part from this Agreement, the use or occupancy of the Property by the Owner (including Owner's agents, employees, invitees, contractors, and subcontractors, if any), the condition of the Property, or any construction or other work undertaken on the Property, including without limitation (i) any death or bodily injury to a person; (ii) any injury to, loss, or theft of tangible or intangible property, including economic loss; or (iii) any other loss, damage, or expense sustained by the Owner in connection with any work or obligations performed in connection with this Agreement, except for any liability resulting from the active negligence, sole negligence, or willful misconduct of the City. The duty to defend the City as described in this Paragraph 10 shall apply regardless of whether any Claims are groundless, fraudulent, or false. All obligations under this Paragraph 10 shall survive the termination of this Agreement.

_____ **OWNER'S INITIALS**

11. Condemnation, Eminent Domain, Destruction of Property.

11.1 *Condemnation/Eminent Domain.* If condemnation proceedings are filed against the Property, or if the Property is acquired in whole or in part by eminent domain or other acquisition by an entity authorized to exercise the power of eminent domain, and such acquisition is determined by the City to frustrate the purpose of this Agreement, this Agreement shall be cancelled and shall be deemed null and void for all purposes of determining the value of the Property, or part of the Property, that is acquired. However, if any such condemnation proceeding is subsequently abandoned or the acquisition of the Property rescinded, this Agreement shall be reactivated retroactively and shall be in full force and effect without the need for any further act by the Parties.

11.2 *Destruction of Property.* If the Property is destroyed by fire or other natural disaster such that, in the opinion of the City, the historic value of the structure has been lost and a majority of the structure must be replaced, this Agreement shall be cancelled.

11.3 *No Cancellation Fee.* If the Agreement is cancelled for any reason articulated in Paragraphs 11.1 or 11.2 of this Agreement, no cancellation fee as otherwise required by this

Agreement and the Mills Act shall be imposed.

12. Miscellaneous.

12.1 *Governing Law.* This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Any litigation arising out of this Agreement shall be conducted only in the state or federal courts of San Diego County, California.

12.2 *Entire Agreement.* This Agreement, together with its attachments or other documents, if any, described or incorporated herein, contains the entire agreement and understanding concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. Each of the Parties hereto acknowledges that no other Party, nor the agents nor the attorneys for any Party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein, to induce the execution of this Agreement and acknowledges that this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

12.3 *Amendment.* This Agreement may not be amended except in a writing signed by all of the Parties hereto, and then only in the specific instance and for the specific purpose given. Any such amendment shall be recorded with the Office of the County Recorder for the County of San Diego.

12.4 *Independent Investigation.* The Parties acknowledge that they have conducted an independent investigation of the facts concerning the subject matter of this Agreement. The Parties agree that the factual recitals are correct and expressly assume the risk that the true facts concerning the foregoing may differ from those currently understood by them.

12.5 *Advice of Counsel.* The Parties hereby acknowledge that they have executed this Agreement after having the opportunity to consult with, and receive the advice of, their own counsel.

12.6 *Capacity.* Each individual signing this Agreement represents and warrants that he or she has been authorized to do so by proper action of the Party on whose behalf he or she has signed.

12.7 *Headings.* Section headings are for reference purposes only and shall not be used for interpreting the meaning of any provisions of this Agreement.

12.8 *Attorney's Fees.* In any action to enforce the terms of this Agreement, the Parties agree that the prevailing party shall be entitled to its reasonable attorney's fees and all costs, fees, and expenses, including the fees of expert witnesses and consultants, whether or not such costs, fees, and expenses are recoverable or allowed as costs under section 1033.5 of the California Code of Civil Procedure. In addition to the foregoing award of attorney's fees and costs, the prevailing party shall be entitled to its attorney's fees and costs incurred in any post-judgment proceedings to collect or enforce any judgment. This provision is separate and shall survive the merger of this provision into any judgment on this Agreement.

12.9 *Counterparts.* This Agreement may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document.

12.10 *Severability*. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.

12.11 *Notice*. All notices, demands, approvals, or consents provided for in this Agreement shall be in writing and delivered to the appropriate Party at its address as follows:

If to the City:

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

If to the Owner:

Lorene I. Hatley
2418 Stevens Place
Escondido, CA 92027

Any notice, delivery, or other communication shall be effective and shall be deemed to be received by the other Party within five business days after the notice has been deposited in the U.S. Mail, duly registered or certified, with postage prepaid, and addressed as set forth above. Any Party may change the address information provided above by giving written notice to the other Party in the manner provided in this Agreement.

12.12 *Covenants Run with Land*. So long as this Agreement remains in effect, the obligations and benefits provided for in this Agreement shall run with the land obligated and benefited, respectively, and shall be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof. As such, it is the intent of the Parties that this Agreement and the promises, covenants, rights, and obligations set forth herein (i) shall be and are covenants running with the Property, encumbering the Property for the term of this Agreement, binding upon the Owner's successors in title and all subsequent owners and operators of the Property; (ii) are not merely personal covenants of the Owner; and (iii) shall bind the Owner and its respective successors and assigns during the term of this Agreement. Further, the Owner shall ensure that any future transfer of interest in the Property is made subject to the terms of this Agreement, such that any future successor in title or owner or operator of the Property shall be bound by the terms herein.

12.13 *Sale of Property*. The Owner shall ensure that any future transfer of interest in the Property is made subject to the terms of this Agreement, such that any future successor in title or owner or operator of the Property shall be bound by the terms herein. If the Property is sold, the Owner shall provide notice to the City of the sale and provide the City with a signed statement from the new owner indicating that a copy of this Agreement, all exhibits this Agreement, and all amendments to this Agreement, if any, were provided to the new owner.

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

This Agreement is executed by the Parties or their duly authorized representatives:

CITY OF ESCONDIDO

Date: _____ By _____
Paul McNamara, Mayor

LORENE I. HATLEY

Date: _____ By _____
Lorene I. Hatley

(ABOVE SIGNATURES MUST BE NOTARIZED; ACKNOWLEDGMENT PAGES FOLLOW)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
Michael R. McGuinness, City Attorney

ACKNOWLEDGMENT

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,

_____, a 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)

ACKNOWLEDGMENT

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, _____, a 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)

Exhibit A

Legal Description of Property

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

Lot 10 of Block 120 of Escondido, in the City of Escondido, County of San Diego, State of California, according to Map thereof No. 336, filed in the office of the County Recorder of San Diego County, July 10, 1886.

APN: 233-262-06-00

Exhibit B

Schedule of Improvements

Property Address □ 153 East 6th Avenue
Property Owner □ Lorene I. Hatley

1. Repair dry rotted and damaged wood on garage.
2. Restore/repair two original barn door style garage doors and original rolling hardware and tracks.
3. Repaint main house with period appropriate colors.
4. Install new gate in rear fencing to allow original direct access to current garage.
5. Restore/repair east side garage "man door".
6. Restore/repair original garage windows.
7. Replace sprinklers with drip and install drought tolerant native plants in yard.
8. Restore/repair existing French door so it can be opened properly.
9. Replace rolled roofing over front porch of the main house.
10. Replace rolled roofing over rear portion of the main house.
11. Install period appropriate front door screen.

CITY COUNCIL STAFF REPORT

Consent Item No. 9

December 16, 2020

File No. 0600-10, A3184

SUBJECT: Lease Agreement with John & Ann O’Flynn DBA Lake Wohlford Resort on a portion of a City of Escondido owned parcel (APN 190-110-17), Lake Wohlford Road, County of San Diego

DEPARTMENT: Engineering Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2020-161 authorizing the Mayor to execute a Lease Agreement with John & Ann O’Flynn DBA Lake Wohlford Resort on a City owned parcel located on Lake Wohlford Road in the County of San Diego (APN 190-110-17).

FISCAL ANALYSIS:

Rental revenue in the amount of \$983.90/month will be deposited into the Water Enterprise Fund for the first term of the lease, with a 3% increase applied annually for the second term of the lease. The Lessee assumes all costs of maintenance.

PREVIOUS ACTION:

On April 14, 2010 the City Council adopted Resolution No. 2010-21, authorizing the existing lease agreement with Lake Wohlford Resort, which was extended to January 31, 2016 via a First Amendment to Lease Agreement, approved by Resolution 2013-12 on February 13, 2013. On February 3, 2016, City Council adopted Resolution No. 2016-20, authorizing a lease with a three (3) -year term, which included two (2) one (1) -year options.

BACKGROUND:

The City of Escondido (“City”) acquired the subject property in 1987 from the Escondido Mutual Water Company and inherited a lease for an airstrip operation, which was later assigned to the current tenant, Lake Wohlford Resort. The lease has been renewed several times since then. The current lease expires on January 31, 2021 and contains no further options to extend. The Lessee has requested to continue leasing the property under the proposed new lease agreement for an additional three (3) -year term, with options.

The airstrip is unique, since it is what is known as a “limited use airport”, which means that it provides limited access, is usually located in a non-urban area, may be used for a single purpose, has few or no based aircraft and provides no services. Approximately one-half of the airstrip is on property that is

Lease Agreement with John & Ann O'Flynn DBA Lake Wohlford Resort on a Portion of a City of Escondido owned parcel (APN 190-110-17), Lake Wohlford Road, County of San Diego
December 16, 2020
Page 2

owned by John & Ann O'Flynn and the other half of the airstrip occupies approximately six (6) acres of the larger 155-acre parcel that is owned by the City. The monthly rental amount is a negotiated fair market rent and is to remain constant for the first term to allow consideration for tenant improvements that were completed recently, as well as financial impacts due to the pandemic. A 3% increase will be applied annually during the second term of the lease.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services

12/9/20 5:11 p.m.

ATTACHMENTS:

1. Resolution No. 2020-161
2. Resolution No. 2020-161 Exhibit A – Lease Agreement with John & Ann O'Flynn

RESOLUTION NO. 2020-161

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A LEASE AGREEMENT FOR A SIX-ACRE PORTION OF CITY OWNED LAND AT THE LAKE WOHLFORD AIRSTRIP IN THE COUNTY OF SAN DIEGO

(Portion of APN 190-110-17)

WHEREAS, the City of Escondido (“City”) owns that certain real property, referred to as Assessors Parcel Number 190-110-17; and

WHEREAS, approximately six acres of the City parcel is presently leased to John and Ann O’Flynn, DBA Lake Wohlford Resort, for an airstrip operation; and

WHEREAS, it is in the City’s best interests to continue to lease the airstrip until it may be needed for another purpose; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the Lease Agreement (“Agreement”) with John and Ann O’Flynn.

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

1. That the above recitations are true.
2. The Mayor is authorized to execute, on behalf of the City, the Lease Agreement with John & Ann O’Flynn DBA Lake Wohlford Resort on a portion of a City

of Escondido owned parcel (APN 190-110-17), in substantially the form attached to this resolution as Exhibit "A" and incorporated by this reference, and subject to final approval as to form by the City Attorney.



LAKE WOHLFORD AIRSTRIP LEASE AGREEMENT

Lessee: John & Ann O'Flynn dba Lake
Wohlford Resort

Term: 3 Years

Address: Lake Wohlford Airstrip, Lake Wohlford Road, 6-Acre Portion of APN 190-111-17

Date: _____, 2020



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CITY OF ESCONDIDO LEASE AGREEMENT

This Lease is made as of _____, 2020 between the City and John & Ann O'Flynn dba Lake Wohlford Resort,

Section 1 Definition of Terms

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

- 1.1 **City.** The City means the City of Escondido, a California general law City.
- 1.2 **Effective Date.** The Effective Date means the date this Lease is commenced, as stated in Section 3.1 of this Lease.
- 1.3 **Lease.** Lease means this lease agreement.
- 1.4 **Lease Administrator.** The Lease Administrator means the City of Escondido Real Property Manager or, upon written notice to Lessee, such other person as shall be designated from time to time by the City.
- 1.5 **Lessee.** Lessee means John & Ann O'Flynn dba Lake Wohlford Resort, and does not include its heirs, assigns, or successors-in-interest.
- 1.6 **Party(ies).** Lessee or the City may be referred to individually as Party or collectively as Parties.
- 1.7 **Premises.** Premises means a six acre portion of the real property commonly known as Assesor's Parcel Number 190-111-07, located on Lake Wohlford Road, within the County of San Diego, as depicted on **EXHIBIT A.**
- 1.8 **Rent Commencement Date.** The Rent Commencement Date means the first date on which rent is paid pursuant to this Lease, as stated in Section 7.1 of this Lease.

Section 2 Administration

This Lease will be administered on behalf of the City by the Lease Administrator, whose address is:

City of Escondido
Attn: Real Property Manager
201 North Broadway
Escondido, CA 92025



And on behalf of Lessee by John & Ann O'Flynn, whose address is:

Lake Wohlford Resort
Attn: John O'Flynn
67 Balboa Coves
Newport Beach, CA 92663

Section 3 Term

- 3.1 The term of this Lease shall be three years, commencing on February 1, 2021.
- 3.2 *Hold Over.* The occupancy of the Premises by Lessee, after the expiration of the Term shall be construed as a month-to-month tenancy, and all other terms and conditions of this Lease shall continue in full force and effect, on a month-to-month basis. The City shall have the right to terminate the month-to-month tenancy without cause and for any reason by giving 30 days' prior notice to Lessee.

Section 4 Termination of Lease

- 4.1 The City may terminate this Lease at any time, at its sole discretion, by providing the other Party with 60 days' written notice.
- 4.2 *Default.* If the City discovers at any time that the Lessee has violated any provision of this Lease, the City may notify Lessee of the violation and immediately terminate the Lease upon written notice.

Section 5 Options to Renew

- 5.1 At the end of the Term, this Lease may be renewed for one additional three-year term, upon mutual written agreement by the City and Lessee. Upon renewal the base rent shall be increased by 3% and shall thereafter increase 3% annually on the first of February.

Section 6 Vacation of Premises

- 6.1 Upon termination of this Lease for any reason, Lessee shall peaceably vacate and deliver the Premises to the City in the same condition as Lessee found it upon Lessee's acceptance of the Premises hereunder, excepting ordinary wear and tear and conditions caused by acts of God.
- 6.2 Upon such termination, Lessee shall immediately:
 - A. Arrange and pay for the disconnection of all utilities and services



ordered by Lessee; and

- B. Provide a written statement to the Lease Administrator of Lessee's new address for purpose of refunding monies, if any, due Lessee under this Lease; and
- C. Deliver any keys for the Premises to the Lease Administrator or send said keys by certified mail to the City.

Section 7 Rent

7.1 *Rental Rate.* In consideration of the possession and use of the Premises, Lessee shall deliver and pay rent to the City in the amount of **\$983.90** per month on or prior to the first day of each month. Rent payments will commence on February 1, 2021. Upon renewal of the lease, the base rent shall be increased by 3% and shall thereafter increase 3% annually on the first of February.

7.2 *Hold Over Rental Rate.* The rent payments for any hold over will be equal to 110% of the previous year's rental rate.

Section 8 Security Deposit

Not applicable to this lease.

Section 9 Late Payment

Rent payments received after the fifth day of any month will be charged an additional 20% late payment fee.

Section 10 Utilities Payments

Lessee agrees to provide and pay for all utilities and services necessary for the occupancy and use of the Premises, including, but not limited to: gas, water, electricity, sewage charges or septic service, trash and any telecommunications services.

Section 11 Taxes, Assessments, and Fees

11.1 The terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in Lessee, Lessee may be subjected to the payment of personal property taxes levied on such interest. Lessee shall be responsible for the payment of, and shall pay before delinquent, all taxes, assessments, and fees assessed or levied upon Lessee, on said Premises or any interest therein, on any buildings, structures, machines, appliances, or other improvements of any nature whatsoever, or on any interest therein.

11.2 Lessee further agrees not to allow such taxes, assessments, or fees to



become a lien against said premises or any improvement thereon. Nothing herein contained shall be deemed to prevent or prohibit Lessee from contesting the validity or amount of any such tax, assessment, or fee in any manner authorized by law.

Section 12 Acceptance and Maintenance

12.1 Lessee hereby acknowledges that Lessee has inspected the Premises and Lessee accepts said Premises "as is" and "where is." Lessee acknowledges that the City makes no representations as to the condition or suitability of the Premises or any improvements on the Premises.

12.2 Pursuant to the noticing requirements of California Civil Code section 1938, Lessee acknowledges that the Premises being leased has not undergone inspection by a Certified Access Specialist. Pursuant to California Civil Code section 1938(e), the City states as follows:

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

Lessee hereby expressly agrees that the cost for any such inspection and any repairs or modifications necessary to correct violations of construction-related accessibility standards that are noted in a Certified Access Specialist's inspection report are the sole responsibility of the Lessee.

12.3 Lessee agrees to maintain the Premises in good condition and in compliance with all applicable property maintenance and related laws. Lessee releases the City from the obligation to maintain any portion of the Premises. Said release is part of the consideration for the rental of the Premises, and Lessee therefore waives all rights it may otherwise have under Sections 1941 and 1942 of the California Civil Code.

12.4 In the event Lessee fails to properly maintain the premises as required by the City, the City may notify Lessee in writing of said failure. In the event



Lessee fails to perform said maintenance within 30 days after such notice by the City, the City may perform such maintenance, and any costs including, but not limited to, the cost of labor, material, and equipment shall be paid by Lessee to the City within 10 days from receipt by Lessee of an invoice from the City.

Section 13 Alterations

Lessee shall not paint, alter, cut, add to, or otherwise change the appearance, structure, or condition of the Premises without the prior written consent of the Lease Administrator and only after obtaining applicable permits. Any tenant improvements and additional improvements made with the consent of the Lease Administrator shall become a fixture to the realty and shall remain on and be surrendered with the Premises upon termination of this Lease.

Section 14 Use

Lessee agrees to use the Premises exclusively for operating and maintaining an air strip, renting airplane hangars located thereon for storage of renters' personal property, consistent with this Lease. Additionally, Lessee agrees to use the Premises in accordance with the provisions and requirements contained in any permits or approvals issued by the City of Escondido or any other governmental agency. Lessee shall not use, nor permit the use of, the Premises other than as described. In any case where Lessee is, or should reasonably be, in doubt as to the propriety of any particular use, Lessee may request, and will not be in breach or default if Lessee abides by, the written determination of the Lease Administrator that such use is or is not permitted.

Section 15 Occupancy, Assignment, and Subletting

The Premises shall only be occupied by Lessee except with prior written consent of the Lease Administrator. Lessee may not assign or sublease any interest in this Lease to any other Party, at any time, including a transferee of a controlling interest in Lessee, without written consent from the Lease Administrator.

Section 16 Conduct

Lessee shall not violate, or permit the violation of, any City or County ordinance, or state or federal law, in or about the Premises.

Section 17 Pets

No pets or livestock of any kind may be kept on the Premises without the prior written consent of the Lease Administrator.



Section 18 Notices

Any notice required or permitted to be given by this Lease must either be personally served on the other Party or served by certified mail, return receipt requested, to the addressee. Notices served by mail shall be sent to the address listed above. A change of either Party's address must also be immediately served in the manner described above.

Section 19 Right of Inspection

The City reserves the right for its agents or employees to enter upon and inspect the Premises at any reasonable time to ascertain if Lessee is complying with the provisions of this Lease.

Section 20 Insurance

- 20.1 Lessee must have insurance in the following amounts at all times during this Lease:
- A. General liability insurance with at least \$2 Million combined single-limit coverage per occurrence for bodily injury and property damage.
 - B. Automobile liability insurance of \$1 Million combined single-limit per accident for bodily injury and property damage for any and all vehicles that are owned by the Lessee (if applicable).
 - C. Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship.
 - D. Commercial property insurance in an amount commensurate with the value of the improvements on the Premises.
- 20.2 Each insurance policy required above must be acceptable to the City Attorney:
- A. Each policy must name the City specifically as an additional insured under the policy on a separate endorsement page, with the exception of the workers' compensation policy.
 - B. Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A-rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.



- C. All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
- 20.3 Lessee agrees to deposit with the City, on or before the effective date of this Lease, one certificate of insurance for each of the policy or policies necessary to satisfy the insurance provisions of this Lease and to keep such insurance in effect during the entire term of this Lease. This certificate must be reviewed by, and acceptable to, the City Attorney, prior to the Effective Date of this Lease. Lessee will also deposit with the City an additional insured endorsement naming City specifically and separately as an "additional insured," with the exception of the worker's compensation policy.
- 20.4 City shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of the Lease Administrator, the insurance provisions in this Lease do not provide adequate protection for the City and for members of the public using the Premises, the City may require Lessee to obtain insurance sufficient in coverage, form and amount to provide adequate protection from and against the kind and extent of risks that exist or are foreseeable at the time a change in insurance is required. The Lease Administrator shall notify Lessee in writing of changes in the insurance requirements and, if Lessee does not deposit with the City within 60 days of receipt of such notice a new Certificate of Insurance for each policy or policies of insurance incorporating such changes, this Lease shall be deemed in default without further notice to Lessee and may be forthwith terminated by the Lease Administrator.
- 20.5 The procuring of such required policy or policies of insurance shall not be construed to limit Lessee's liability hereunder nor to fulfill the indemnification provisions and requirements of this Lease. Notwithstanding said policy or policies of insurance, Lessee shall be obligated for the full and total amount of any damage, injury, or loss attributable to any act or omission of it or its agents, customers, or guests in connection with this Lease or with use or occupancy of the Premises.

Section 21 Indemnification

Lessee shall defend, indemnify, and hold harmless City, its officers, agents, and employees from and against any and all claims, demands, and liabilities for loss of any kind or nature that City, its officers, agents, or employees may sustain or incur, or that may be imposed upon them or any of them, for injury to or death of persons or damage to property as a result of, arising out of, or in any manner connected with this Lease or with the occupancy and use of the Premises by Lessee, its invitees, visitors, or any other persons whatsoever. Lessee further agrees to pay any and all costs and expenses,



including, but not limited to, court costs and attorney's fees incurred by City on account of any such claims, demands, or liabilities. However, the provisions of this Lease shall not be construed to indemnify City for claims or acts arising from City's sole negligence.

Section 22 Attorney's Fees, Costs, and Expenses

In the event legal action is brought to enforce the terms of or to declare a termination of this Lease for reason of breach thereof, 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 23 Non-Discrimination

Lessee covenants that this Lease is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of disability, race, color, creed, religion, sex, marital status, national origin, ancestry, or any other protected class under federal, state, or local law, in the use, occupancy, tenure, or enjoyment of the Premises. Lessee shall not establish or permit any such practice of discrimination or segregation with reference to the selection, location, number, or use of occupancy by customers, tenants, or vendees in the Premises.

Section 24 Supersedure

This Lease, upon becoming effective, shall supersede any leases or rental agreements heretofore made or issued for the Premises between the City and Lessee.

Section 25 Hazardous and/or Contaminated Soil and Material

Lessee will not place or permit to be placed materials and/or contaminated soils on the premises that under federal, state, or local law, statute, ordinance, or regulations require special handling in collection, storage, treatment, and/or disposal. Lessee also hereby covenants and agrees that, if at any time it is determined there are materials and/or contaminated soils located on the premises that under any environmental requirement require special handling in collection, storage, treatment, or disposal, Lessee shall immediately notify the City. Within thirty (30) days after written notice to the City or from the City, Lessee shall commence to take and thereafter diligently complete, at Lessee's sole cost and expense, such actions as may be necessary to comply with environmental requirements.

Section 26 Law to Govern; Venue

This Lease is governed by the laws of the State of California. Venue for all actions arising from this Lease must be exclusively in the North County Division of the San Diego County Superior Court or federal courts located in San Diego County, California.



Section 27 Special Provisions

Lessee hereby acknowledges that Lessee waives all rights to any form of relocation assistance provided for by local, state, or federal law to which Lessee may be entitled by reason of this Lease.

Section 28 Compliance with Federal, State, and Local Laws

It is the duty of the Lessee while operating under this Lease to comply with all local, state, and federal laws, and to indemnify the City from any violation of any such law. Failure to comply with a provision of local, state, or federal law is grounds for the Lease Administrator's immediate termination of this Lease.

Section 29 Amendment

This Lease may not be amended, modified, or supplemented except by a writing executed by both Parties.

Section 30 Waiver

No waiver by a Party of any provision of this Lease shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision. The exercise by a Party of any right or remedy provided in this Lease or provided by law shall not prevent the exercise by that Party of any other remedy provided in this Lease or under the law.

Section 31 Entry

- 31.1 City, including but not limited to City's employees, consultants and affiliates may enter the Premises at any time to install, maintain, service, or otherwise tend to ALERTWildfire cameras, Mobotix Cameras, weather stations, sensors, and other wildfire monitoring equipment ("Wildfire Monitoring Equipment") on the Premises.
- 31.2 City shall notify Lessee at least 24 hours prior to any anticipated entry of the Premises. However, if any portion or component of the Wildfire Monitoring Equipment requires emergency repair or maintenance, City shall not be required to notify Lessee in advance of entry of the Premises.
- 31.3 Lessee shall not unreasonably interfere with installation, maintenance, service, or other necessary action of City, including but not limited to City's employees, consultants, and affiliates, relating to the Wildfire Monitoring Equipment on the Premises.



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

**JOHN & ANN O'FLYNN, DBA LAKE WOHLFORD
RESORT**

Date: _____

John O'Flynn

Ann O'Flynn

CITY OF ESCONDIDO

Date: _____

Paul McNamara, Mayor

APPROVED AS TO FORM:

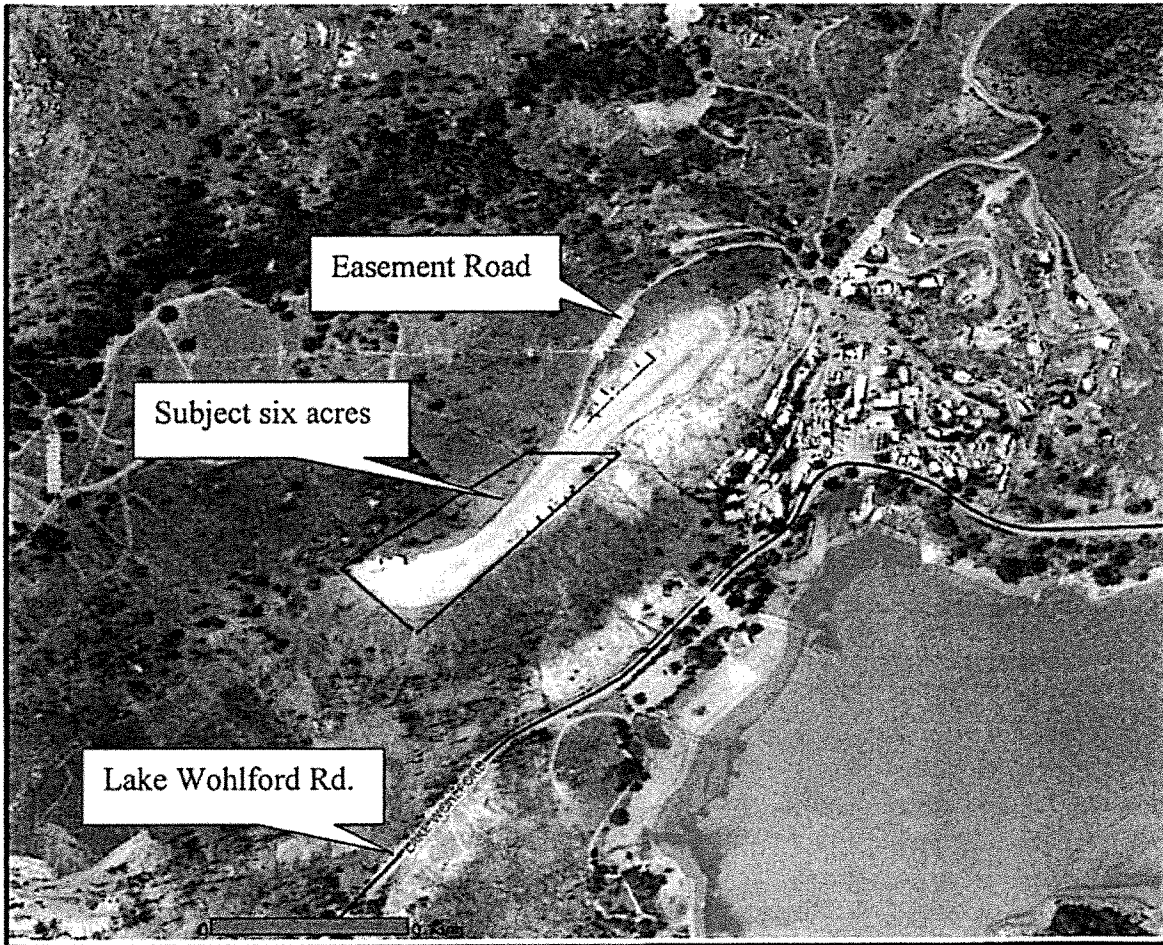
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _____
Kurt Whitman, Senior Deputy City Attorney



EXHIBIT A

LAKE WOHLFORD AIRSTRIP



CITY COUNCIL STAFF REPORT

Consent Item No. 10

December 16, 2020

File No. 0480-70

SUBJECT: FY 2020-21 Department of Alcoholic Beverage Control Grant and Budget Adjustment

DEPARTMENT: Police Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2020-169 and authorize the Escondido Police Department to accept a FY 2020-21 Department of Alcoholic Beverage Control (“ABC”) Grant in the amount of \$20,000, authorize the Chief of Police or his designee to execute grant documents on behalf of the City of Escondido (“City”), and approve budget adjustments needed to spend grant funds. This grant will fund grant-required training, overtime, and overhead expenses for officers to conduct operations related to alcohol sales to minors, and to enhance efforts to reduce alcohol-related problems in the community.

FISCAL ANALYSIS:

This will have no impact on the General Fund Budget. The FY 2020-21 ABC Grant is state funded. No matching funds are required and the City will be reimbursed for all expenditures. Grant funds must be spent on overtime expenses.

PREVIOUS ACTION:

The City Council accepted a FY 2017 ABC Grant in the amount of \$25,000 on October 19, 2016.

BACKGROUND:

The Escondido Police Department received a FY 2020-21 ABC Grant in the amount of \$20,000. Grant funds will be used to support the following:

- Training to educate licensed merchants on alcohol related laws. This training will provide a clear understanding of the law and help licensees reduce alcohol-related crime around their businesses.
- Operations to educate and deter licensed businesses from selling alcohol to minors and to detect and deter adults from purchasing alcohol for minors.
 - The Department will utilize a variety of methods to ensure that alcohol is not made available to minors. Undercover detectives, uniformed officers and minor decoys will

target ABC licensed establishments who sell alcohol to minors. Enforcement action will be taken on offenders.

- Undercover detectives, uniformed officers and minor decoys will also target adult patrons of ABC licensed establishments in an attempt to have them purchase alcohol for minors. Enforcement action will be taken on offenders.
- Undercover detectives will work in areas of convenience stores, liquor stores, and grocery stores that have experienced problematic beer thefts to help deter this activity.

FY 2020-21 ABC Grant funds will help reduce alcohol-related problems by focusing on the dangers associated with over consumption, underage drinking, over-service and youth access to alcoholic beverages.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Edward Varso, Chief of Police

12/9/20 3:42 p.m.

ATTACHMENTS:

1. Resolution No. 2020-169
2. Resolution No. 2020-169 – Exhibit “A” Standard Agreement with ABC
3. Budget Adjustment

RESOLUTION NO. 2020-169

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CHIEF OF POLICE TO RECEIVE A \$20,000 GRANT FROM THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) AND TO EXECUTE CONTRACT DOCUMENTS RELATED TO THE GRANT

WHEREAS, the City of Escondido ("City") desires to reduce alcohol-related problems in the community; and

WHEREAS, the Escondido Police Department has designated the FY 2020-2021 ABC Project to conduct specific programs to address this goal; and

WHEREAS, the ABC project will be funded in part from funds made available through the Office of Traffic Safety (OTS) administered by the Department of Alcoholic Beverage Control ("ABC").

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

1. That the above recitations are true.
2. That the City Council authorizes the Chief of Police of the City of Escondido to execute the attached contract with ABC, including any extensions or amendments thereof and any subsequent contract with the State in relation thereto. A copy of this Contract is attached as Exhibit "A" and incorporated by this reference.
3. That grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

SCO ID: 2100-2101S05

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 21-OTS-05	PURCHASING AUTHORITY NUMBER (If Applicable) ABC-2100
--------------------------------------	--

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Alcoholic Beverage Control

CONTRACTOR NAME

City of Escondido through the Escondido Police Department

2. The term of this Agreement is:

START DATE

October 1, 2020

THROUGH END DATE

August 31, 2021

3. The maximum amount of this Agreement is:

\$20,000.00 Twenty thousand dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions	04/2017
+ - Exhibit D	Special Terms and Conditions	1

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Escondido through the Escondido Police Department

CONTRACTOR BUSINESS ADDRESS

1163 N. Centre City Parkway

CITY

Escondido

STATE

CA

ZIP

92026

PRINTED NAME OF PERSON SIGNING

Edward Varso

TITLE

Chief of Police

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS

3927 Lennane Drive, #100

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Patty Nelson

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A SCOPE OF WORK

I. PROJECT REPRESENTATIVES

The project representatives during the term of this agreement will be:

Escondido Police Department
Suzanne Baeder, Sergeant
1163 N. Centre City Parkway
Escondido, CA 92026
(760) 839-4984
sbaeder@escondido.org

Department of Alcoholic Beverage Control
Diana Fouts-Guter, Grant Coordinator
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 928-9807
Diana.fouts-guter@abc.ca.gov

Direct all fiscal inquiries to:

Escondido Police Department
Barbara Marlett
1163 N. Centre City Parkway
Escondido, CA 92026
(760) 839-4734
bmarlett@escondido.org

Department of Alcoholic Beverage Control
Kristine Okino, Fiscal Grant Analyst
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2572
Kristine.okino@abc.ca.gov

II. SCOPE OF WORK

- Contractor agrees to implement the Department of Alcoholic Beverage Control programs as listed:
 - Minor Decoy operations
 - Shoulder Tap operations
 - Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections
- This agreement is for overtime compensation only.
- The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through the education of licensee, enforcement intervention and the impressions of omnipresence of law enforcement.
- In addition, Contractor agrees to the following goals:
 - The operation period of the grant is October 1, 2020 through August 31, 2021.
 - Contractor agrees to raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.

- Minor Decoy operations are designed to educate and deter licensed locations from selling/furnishing alcohol to minors. Contractor agrees to conduct Minor Decoy Operations at both "On-Sale" and "Off-Sale" licensed establishments within the operation period of the grant.
- Shoulder Tap operations are used to detect and deter adult furnishers outside of a licensed business. Contractor agrees to conduct Shoulder Tap Operations at "Off-Sale" licensed locations to apprehend adults that are unaffiliated with the licensed businesses and who are purchasing alcohol for minors outside of the stores within the operation period of the grant.
- Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) primary goal is to educate licensee's on alcohol related laws to help reduce alcohol-related crime in and around licensed premises. Contractor agrees to conduct visits and inspections of licensed premises identifying areas of non-compliance at "On-Sale" and "Off-Sale" licensed locations within the operation period of the grant.
- Contractor agrees to establish and implement a coordinated effort between Contractor and ABC, and acknowledges no operations will be conducted until after the Contractor's representative has completed training conducted by ABC.
- Contractor agrees to issue press releases as follows:
 1. To announce the start of the program;
 2. At the conclusion of each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy)
 3. At the conclusion of each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy).
 4. At the conclusion of each IMPACT operation has been held
- Contractor will fax (916) 419-2599 or email each press release to the Department's Public Information Officer (John.carr@abc.ca.gov) as soon as it is released.
- Contractor agrees in all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Minor Decoy/Shoulder Tap Grant Project, funded by the California Office of Traffic Safety through the National Highway Traffic Safety Administration.
- Contractor agrees to complete and submit bi-monthly reports, on a format designed by the Department of Alcoholic Beverage Control due no later than 15 days after operations conducted:
 - On or before **January 15, 2021** (with results of operations October, November & December 2020)
 - On or before **March 15, 2021** (with results of operations January & February 2021)
 - On or before **May 15, 2021** (with results of operations March & April 2021)
 - On or before **July 15, 2021** (with results of operations May & June 2021)
 - On or before **September 15, 2021** (with results of operations July & August 2021)
- Contractor agrees to submit an Executive Summary as part of the final report due on or before **September 15, 2021**. The summary shall contain the following:
 1. An evaluation statement concerning the end product and cost benefits; and a listing of recommended and/or adopted policy or procedure changes, if any, occurring as a result of the project.

2. Project personnel identifying the key personnel who worked on the project, together with their job classification, and a brief description of their contribution.
3. Problems – describe any operational or cost problems that were encountered in project implementation. If known, state alternative methods that would have avoided the problem and increased the effectiveness of the project.
4. Results – describe the results of the project in terms of meeting the original objectives as stated in the project agreement. Also, describe the results in terms of how they will be specifically applied for future improvement of the agency's continuing activities relating to alcohol problem prevention and enforcement. Where possible, describe estimated savings resulting from implementing project results.
5. Disclaimer – The final report shall include the following: "The opinions, findings, and conclusions expressed in this publication are those of the authors and not necessarily those of the State of California, Business, Consumer Services and Housing Agency, or the Department of Alcoholic Beverage Control."
6. Documentation – Attach any relevant documents developed. Examples are: new or revised forms, diagrams, management reports, photos, coding manuals, instructional manuals, etc.

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay a bi-monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost).
- Invoices shall clearly reference this contract number (21-OTS-05) and must not exceed the contract total authorized amount of \$20,000.00. Invoices are to be submitted on a bi-monthly basis, on the prescribed form designed by the Department of Alcoholic Beverage Control.

Submit to: Department of Alcoholic Beverage Control
Attn: Kristine Okino, Grants Fiscal Analyst
3927 Lennane Drive, Suite 100
Sacramento, California 95834

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice.
- Contractor understands in order to be eligible for reimbursement, cost must be incurred on or after the effective date of the project, October 1, 2020 and on or before the project termination date, August 31, 2021.
- Contractor understands any other costs incurred by Contractor, other than attendance at initial training and/or personnel overtime and benefits as authorized above, in the performance of this agreement are the sole responsibility of Contractor.

II. BUDGET CONTINGENCY CLAUSE

- It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

III. PROMPT PAYMENT CLAUSE

- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT D SPECIAL TERMS AND CONDITIONS

1. Disputes: Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director of the Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.
2. Cancellation/Termination: This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. No penalty shall accrue to either party because of contract termination.
3. Contractor Certifications: By signing this agreement, Contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>
4. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity.

CITY COUNCIL STAFF REPORT

Consent Item No. 11

December 16, 2020

File No. 0480-70

SUBJECT: FY 2019-20 Regional Realignment Response Grant and Budget Adjustment

DEPARTMENT: Police Department

RECOMMENDATION:

It is requested that the City Council authorize the Escondido Police Department to accept \$80,000 of FY 2019-20 Regional Realignment Response Grant funds, authorize the Chief of Police or his designee to execute grant documents on behalf of the City of Escondido ("City"), and approve budget adjustments needed to spend grant funds. Funding was provided by the State of California Board of Community Corrections through Assembly Bill 118 and Senate Bill 89, initiatives to reduce state prison overcrowding and support local law enforcement efforts to efficiently manage offenders and parole-violators. The City's allocation is used to support regional and local suppression operations. Funds must be used for police officer overtime and associated overhead.

FISCAL ANALYSIS:

This will have no impact on the General Fund Budget. The Regional Realignment Response Grant is state funded. No matching funds are required and the City will be reimbursed for all expenditures.

PREVIOUS ACTION:

On September 25, 2019, the City Council authorized the Chief of Police to accept a \$100,000 FY 2019 Regional Realignment Response Grant.

BACKGROUND:

The Escondido Police Department has been allocated funds under the FY 2019-20 Regional Realignment Response Grant. This funding was provided by the State of California Board of Community Corrections through Assembly Bill 118 and Senate Bill 89, initiatives to reduce state prison overcrowding and support local law enforcement. These bills allowed for the release of subjects into the community from prison before their sentences were fully served, putting the responsibility of monitoring them on local law enforcement. Intelligence information from regional partners is provided to identify early release offenders. Utilizing this information, officers will provide enhanced enforcement by increasing patrol presence in areas where early release offenders reside and are known to frequent.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Edward Varso, Chief of Police

12/9/20 3:42 p.m.

ATTACHMENTS:

1. Budget Adjustment

CITY COUNCIL STAFF REPORT

Consent Item No. 12

December 16, 2020

File No. 0480-70

SUBJECT: FY 2019 State Homeland Security Grant Program and Budget Adjustment

DEPARTMENT: Police and Fire Departments

RECOMMENDATION:

It is requested that the City Council authorize the Escondido Police Department to accept FY 2019 State Homeland Security Grant funds in the amount of \$115,710; authorize the Chief of Police or his designee to execute grant documents on behalf of the City of Escondido ("City") and approve budget adjustments needed to spend grant funds. The County of San Diego Office of Emergency Services authorized the City to spend its funds on equipment to support regional, public safety projects. The Fire Department will utilize \$57,440 to purchase mobile and portable VHF radios. The Police Department will utilize \$58,270 to purchase computers, monitors, investigative software, and medical kits.

FISCAL ANALYSIS:

This will have no impact on the General Fund Budget. The State Homeland Security Grant Program is 100% federally funded. No matching funds are required and the City will be reimbursed for all expenditures.

PREVIOUS ACTION:

On June 5, 2019, the City Council authorized the Police and Fire Departments to accept a FY 2018 State Homeland Security Program Grant in the amount of \$116,516. Escondido began participating in the State Homeland Security Grant Program in 2003. As a result of this Grant Program, the City has received valuable safety equipment and preparedness funding.

BACKGROUND:

The Escondido Police and Fire Departments received \$115,710 in FY 2019 State Homeland Security Grant funds. The County of San Diego Office of Emergency Services authorized the City to spend its funds on equipment to support regional public safety projects. The funding amount is based on jurisdiction population and number of first responder personnel. Funds will be used to purchase the following approved items:

- \$57,440 – Fire Department – 35 VHF (very high frequency) mobile and portable radios:
 - Grant funds will cover \$41,452 for 24 mobile radios installed in vehicles and \$15,988 for 11 portable radios that are handheld. VHF radios are used by fire agencies throughout the region and state as a common communication platform during major incidents such as wildland fires. New VHF portable and mobile radios are needed to replace older outdated

analog radios. Our current 240 channel VHF mobile radios must be replaced no later than 2023 in order to meet new technological standards. The new radios are digital, P25 compliant (national standard for VHF radio capability) and will have a capacity for 1200 channels that could be upgraded to 4000 if needed in the future. This upgrade is important because the size, frequency, amount and complexity of wildfires requires the use of ever more radio frequencies so firefighters can effectively communicate during incidents in Escondido or when we assist other communities.

- \$20,855 – Police Department – Computer hardware for forensic investigations:
 - Grant funds will cover costs of four computer systems that will be used by analysts and detectives to efficiently process large amounts of data while not overloading the City’s network connections. These computers will speed up and improve forensic investigations.
 - Grant funds will be used to purchase two iPads. These iPads will allow analysts and detectives access to technology while in the field or away from desktop computers.
- \$27,414 – Police Department – Forensic technology software for criminal investigations:
 - Grant funds will cover costs of forensic technology software to enhance investigative capabilities. These software packages will help analysts and detectives pinpoint areas of criminal activity. This information will be used to strategically deploy resources to prevent crimes and improve community safety.
- \$10,001 – Police Department – Medical kits for police vehicles:
 - Grant funds will be used to purchase trauma kits to help police officers during critical first response scenarios. Kits will include advanced first aid equipment and triage supplies.

SUMMARY

FY 2019 State Homeland Security Grant funds will provide Escondido’s Police and Fire Departments with crucial communication and safety equipment.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Edward Varso, Chief of Police
12/9/20 3:42 p.m.

Rick Vogt, Fire Chief
12/9/20 4:21 p.m.

ATTACHMENTS:

1. Budget Adjustment

ORDINANCE NO. 2020-30

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING A MASTER AND PRECISE DEVELOPMENT PLAN TO SUPPORT THE NUTMEG HOMES PROJECT PROPOSAL ON THE SOUTH PORTION OF THE PROJECT SITE

APPLICANT: Consultants Collaborative
CASE NO.: SUB 20-0007

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

SECTION 1. The City Council makes the following findings:

a) Consultants Collaborative (“Applicant”) submitted a verified land use development application on property located in the north portion of the City of Escondido (“City”), along both sides of North Nutmeg Street, between North Centre City Parkway and Interstate 15. The Project site is comprised of three lots with Assessor’s Parcel Numbers 224-260-23, 224-260-46, and 224-260-47, legally described in Exhibit “D” to City Council Resolution No. 2019-166, which is incorporated herein by this reference as though fully set forth herein.

b) The Master and Precise Development Plan was later revised to limit its scope to the portion of the Project site on the north side of North Nutmeg Street (the “north portion”), and to build 37 townhomes on the north portion of the Project site as characterized in the November 20, 2019 City Council staff report.

c) City Council approved the Master and Precise Development Plan for development of 37 townhomes on the north portion of the Project site at a public

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. 14

December 16, 2020

File No. 0810-20

SUBJECT: Annual Code Clean-Up and Amendments to the Municipal Code and Zoning Code (PL 20-0636)

DEPARTMENT: Community Development Department, Planning Division

RECOMMENDATION:

It is requested that the City Council introduce Ordinance No. 2020-31, which amends Chapter 32 of the Municipal Code; and Article 1 (General Provisions and Definitions), Article 6 (Residential Zones), Article 16 (Commercial Zones), Article 19 (Planned Development Zone), Article 26 (Industrial Zones), Article 39 (Off-Street Parking), Article 40 (Historical Resources), Article 57 (Miscellaneous Use Restrictions), and Article 70 (Accessory Dwelling Units) of the Escondido Zoning Code to address changes in state laws, correct errors, and improve existing regulations.

PROJECT DESCRIPTION:

The project involves an annual review and update of various City of Escondido (“City”) codes and regulations to ensure that they stay current and up-to-date. The City proposes to amend the Zoning Code to correct minor errors in the text, incorporate code interpretations, and improve existing regulations to eliminate uncertainty for staff, customers, and the public.

PLANNING COMMISSION ACTION:

The Planning Commission makes recommendations to the City Council as authorized by the Escondido Municipal Code (Chapter 20) for potential amendments to the Zoning Code (Chapter 33). On November 10, 2020, the Planning Commission adopted Planning Commission Resolution No. 2020-18, recommending that the City Council approve the proposed code amendments, with minor non-substantive and clerical changes, with a unanimous vote (7 Yes, 0 No).

Typically, the Planning Commission will not review proposed amendments to Municipal Code because the amendments are not within their purview. However, the Planning Commission was presented amendments to Municipal Code concurrent with the Zone Code Amendments because there is a need to address horizontal consistency between code references. (Chapter 32 of the Municipal Code and Article 1 of the Zoning Code both reference and define “density” as a regulatory term.) The November 10, 2020 Planning Commission Meeting Minutes are included for reference as Attachment 1 to this report.

ENVIRONMENTAL REVIEW

This project is categorically exempt from the California Environmental Quality Act (“CEQA”) since there would be no possibility of a significant effect on the environment. To the extent that the proposed ordinance allows improvements of property, such as the conversion of existing structures or

accessory uses, the ordinance qualifies for Class 1 and Class 4 Categorical Exemption. The ordinance qualifies for the Class 1 Categorical Exemption (CEQA Guidelines Section 15301) because it would involve new/revised policies and procedures that would involve negligible or no expansion of an existing use, including small additions to existing structures. Class 4 Categorical Exemption (CEQA Guidelines 15304) includes minor temporary use of land having negligible or no permanent effects on the environment. The portion of the proposed code amendments that relate to accessory dwelling units are statutorily exempt from CEQA pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h), which exempts adoption of ordinances regarding accessory dwelling units. Pursuant to Section 21080.17 of the California Public Resources Code, the adoption of the ordinance is statutorily exempt from CEQA. Under Public Resources Code Section 21080.17, CEQA does not apply to the adoption of an ordinance by a city or county to implement the provisions of Section 65852.2 of the Government Code (Accessory Dwelling Unit law). The ordinance implements Government Code Section 65852.2 within the City in a manner that is consistent with the requirements of state law. Other portions of the ordinance are exempt from CEQA Guidelines Section 15061(b)(3) because upon examination of the factual record it can be seen with certainty that there is no possibility the project will actually have a significant effect on the environment. The scope of some of the proposed changes being considered through this action includes corrective clerical errors or clarification of ambiguities and relates to organizational and administrative actions of government that will not result in direct or indirect physical changes in the environment.

BACKGROUND:

The Planning Division of the Community Development Department initiated a process and schedule for maintaining City codes and regulations through an annual omnibus code clean-up. The proposed amendments affect many different sections of the Municipal Code and Zoning Code. The annual omnibus code clean-up is not intended to be a comprehensive update to the codes or to be utilized to change land use designations or zoning districts. Instead, the annual code clean-up process is meant to focus on relatively minor changes to the codes and regulations to make it easier for the public to understand and for staff to administer.

In early 2020, a batch of amendments were prepared and approved. The City Council adopted Ordinance No. 2020-07 to change the implementing ordinances for food truck vending, density bonus projects, accessory dwelling units, and temporary uses and activities. It was acknowledged at the time that a second omnibus batch of amendments would still be processed later in the year. The purpose of this report is to present the second batch of amendments. This second batch of amendments focuses more on the need to correct minor errors in the text, incorporate code interpretations, and improve existing regulations to eliminate uncertainty for staff, customers, and the public.

ANALYSIS:

The proposed Municipal Code and Zoning Code Amendments would be consistent with the existing General Plan goals and policies. Goal 2 et seq. policies of the Land Use and Community Form portion of the General Plan addresses the need for regulations that clearly and effectively implement land use development goals and objectives. The basis of establishing and updating, as necessary, local standards and guidelines for land use activities ensures land use compatibility is achieved. The proposed amendments would not be detrimental to the public interest, health, safety, convenience, or welfare of the City because they are proposed concurrent with application procedures and safeguards to be implemented by the Community Development Department to protect the public interest, health, safety convenience or welfare. The batch of amendments relate to organizational effectiveness and efficiency and are considered a housekeeping measure. The proposed Zoning Code changes would make the code more internally consistent and easier to understand and apply. The amendments make corrections, clarifications, and updates to improve the application process or how the codes are administered.

PUBLIC OUTREACH:

In general, during the meetings at which the Planning Commission and City Council consider the changes and draft ordinance documents, the public have the opportunity to address the Commission and Council directly. In addition, members of the public may submit written comments to the Commission and Council in advance of their respective meetings. At the November 10, 2020 Planning Commission, no written comments were submitted and there was no public testimony for this project. No other public outreach was performed by City staff.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Mike Strong, Director of Community Development

12/9/20 3:47 p.m.

ATTACHMENTS:

1. Attachment 1 – November 10, 2020 Draft Planning Commission Meeting Minutes
2. Attachment 2 – Proposed Code Changes in Strikeout and Underline Format
3. Ordinance No. 2020-31
4. Ordinance No. 2020-31 – Exhibits “A” and “B”

CITY OF ESCONDIDO

ACTION MINUTES OF THE REGULAR MEETING OF THE
ESCONDIDO PLANNING COMMISSION
VIDEO/VIRTUAL CONFERENCE

November 10, 2020

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

Commissioners present: Stan Weiler, Chair; Joe Garcia, Vice-Chair, Katharine Barba, Commissioner; Dao Doan, Commissioner; Rick Paul, Commissioner; Ingrid Rainey, Commissioner; and Nathan Serrato, Commissioner.

Commissioners absent: None.

Staff present: Mike Strong, Director of Community Development; Kurt Whitman, Senior Deputy City Attorney; Owen Tunnell, Assistant City Engineer; Adam Finestone, Principal Planner; Ann Dolmage, Associate Planner; and Joanne Tasher, Minutes Clerk.

MINUTES:

Moved by Commissioner Paul and seconded by Commissioner Barba to approve the Action Minutes of the October 27, 2020, Planning Commission meeting. Motion carried unanimously (7-0-0).

WRITTEN COMMUNICATIONS: Received.

FUTURE NEIGHBORHOOD MEETINGS: None.

ORAL COMMUNICATIONS:

Director Mike Strong noted that the November 24, 2020, Planning Commission meeting is cancelled due to the Thanksgiving holiday.

PUBLIC HEARINGS:**1. TENTATIVE SUBDIVISION MAP AND CONDOMINIUM PERMIT – SUB 20-0002:**

REQUEST: The project is a Tentative Subdivision Map and Condominium Permit for ten (10) for-sale townhome units and associated amenities. Townhomes will be configured as five (5) duplexes. Each unit will have two (2) stories, three (3) bedrooms and 2.5 bathrooms, and a private two (2)-car garage. The project includes a request for a density bonus per the provisions of the California Density Bonus Law (Government Code Section 65915), including waivers from development standards for open space and setbacks, and a parking reduction that would preclude guest parking. The project is eligible for this density bonus because all units will be sold to low-income households (i.e., households with income not exceeding 80% of the Area Median Income). The proposal also includes the adoption of the environmental determination prepared for the project.

PROPERTY SIZE AND LOCATION: The project site is 0.6 acres in size and is located at 245 East El Norte Parkway (APN # 229-040-14).

ENVIRONMENTAL STATUS: The project is categorically exempt from CEQA pursuant to CEQA Guidelines section 15332, "In-Fill Development Projects." This exemption is applicable when the proposed development is consistent with the applicable general plan designation, general plan policies, and zoning designation and regulations; occurs within city limits on a site of no more than five (5) acres substantially surrounded by urban uses; has no value as habitat for endangered, rare, or threatened species; would not result in significant effects to traffic, noise, air quality, or water quality; and can be adequately served by required utilities and public services.

STAFF RECOMMENDATION: Approval to City Council

PUBLIC SPEAKERS (SUBMITTED WRITTEN COMMENTS):

Bryan Ward, submitted comments in favor of the project.

Patricia Borchmann, submitted comments in favor of the project.

COMMISSIONER DISCUSSION:

The Commissioners discussed various aspects of the Habitat for Humanity project.

COMMISSION ACTION:

Motion by Commissioner Paul seconded by Vice-Chair Garcia to recommend approval to City Council with the added condition that the applicant, Habitat for Humanity, increase the size of the garages to accommodate individual trash bins. Motion carried 4-3-0 (Doan, Rainey, and Serrato voted No).

2. MASTER AND PRECISE DEVELOPMENT PLAN MODIFICATION – PL 20-0601:

REQUEST: A Master and Precise Development Plan modification to install gates and fencing along an existing 126-unit multi-family apartment project. The project would include the installation of security gates across all three project driveways. The two driveways along W. Valley Parkway would change to one-way driveways, with the eastern driveway enter-only and the western driveway exit-only. The driveway on W. Grand Avenue would continue to provide two-way access (enter and exit). Fencing and man-gates connecting to existing structures and fences would be installed, as would a fence along the east side of an existing pedestrian pathway leading from W. Grand Avenue to W. Valley Parkway. All gates would be electric. Residents would be provided with remotes for site access, and callboxes would be installed for guest access. Up to 8 parking spaces would be removed in order to accommodate installation of the gates. The proposal also includes the adoption of the environmental determination prepared for the project.

PROPERTY SIZE AND LOCATION: The 2.6 acre project site is located between W. Valley Parkway and W. Grand Avenue, immediately east of the NCTD railroad right-of-way and directly across W. Valley Parkway from the Escondido Transit Center. The property is addressed as 700 – 730 W. Grand Avenue.

ENVIRONMENTAL STATUS: The project is exempt from environmental review pursuant to Section 15301 (Existing Facilities) of the State CEQA Guidelines.

STAFF RECOMMENDATION: Conditional Approval

PUBLIC SPEAKERS (SUBMITTED WRITTEN COMMENTS):

Helen Thelen, submitted comments regarding the project.

COMMISSIONER DISCUSSION:

The Commissioners discussed various aspects of the proposal for security gates and fencing for the Rowan Apartments.

COMMISSION ACTION:

Motion by Commissioner Rainey seconded by Commissioner Barba to conditionally approve the project. Approved 6-1-0.(Chair Weiler voted No).

3. ZONING CODE AMENDMENT – PL 20-0636:

REQUEST: A series of Escondido Municipal Code and Zoning Code Amendments to address changes in state laws, correct errors, and clarify or improve existing regulations. The proposal involves minor amendments to Article 1 of Chapter 32 of the Municipal Code; and Article 1 (General Provisions and Definitions), Article 6 (Residential Zones), Article 16 (Commercial Zones), Article 26 (Industrial Zones), Article 39 (Off-Street Parking), Article 40 (Historical Resources), Article 57 (Miscellaneous Use Restrictions), Article 70 (Accessory Dwelling Units) of the Escondido Zoning Code. The proposal also includes the adoption of the environmental determination prepared for the project.

PROPERTY SIZE AND LOCATION: CityWide

ENVIRONMENTAL STATUS: Exempt (CEQA section 21080.17 and CEQA Guidelines sections 15301, 15304, 15282(h), and 15061(b)(3)

STAFF RECOMMENDATION: Approval to City Council

PUBLIC SPEAKERS:

None.

COMMISSIONER DISCUSSION:

The Commissioners discussed various aspects of the proposed zoning code updates.

COMMISSION ACTION:

Motion by Commissioner Paul seconded by Commissioner Barba to recommended approval to City Council. Motion carried unanimously (7-0-0).

ITEMS CONTINUED FROM OCTOBER 27, 2020:**1. CLIMATE ACTION PLAN UPDATE – PHG 18-0009:**

REQUEST: The Climate Action Plan Update (“CAP Update”) consists of a comprehensive update to the 2013 CAP. The CAP update serves as a roadmap for the City to reduce citywide greenhouse gas emissions (“GHG emissions”) and builds on the 2013 CAP by updating the GHG emissions inventory with a new baseline year and forecasting emissions, consistent with state legislation and executive orders that are aimed at reducing Statewide GHG emissions. This includes AB 32, which established a target of reducing Statewide GHG levels to 1990 levels by 2020; SB 32, which established a mid-term target of reducing Statewide GHG levels to 40 percent below 1990 levels by 2030; and Executive Order S-3-05, which recommends a longer-term statewide GHG reduction goal of reducing emissions to 80 percent below 1990 levels by 2050. By establishing consistency with state legislation, the CAP Update seeks to streamline future development approvals within the City. The City has also developed a Climate Action Plan Consistency Review Checklist, in conjunction with the CAP Update, to provide a streamlined review process for proposed new development projects that are subject to discretionary review and trigger environmental review pursuant to CEQA. The CAP Update also provides a range of adaptation strategies and measures as an additional component to climate action planning. The City recognizes the importance of building resilience in the community to future climate change—related impacts through climate adaptation. Through “adaptation planning” the City is undertaking a process of identifying climate risks and opportunities, assessing the options to manage these risks and opportunities, and implementing actions to sustain and even improve the community’s quality of life. The Planning Commission will be asked to review and consider the project and provide a recommendation to the City Council. The proposal also includes the adoption of the environmental determination prepared for the project.

PROPERTY SIZE AND LOCATION: CityWide

ENVIRONMENTAL STATUS: A Draft Initial Study/Mitigated Negative Declaration ("IS/MND") was issued for a 30-day public review, beginning on July 1, 2020, and ending July 31, 2020, in conformance with the California Environmental Quality Act ("CEQA"). The IS/MND incorporates mitigation measures that will avoid or mitigate impacts related to cultural/tribal cultural resources to a less than significant level.

STAFF RECOMMENDATION: Approval to City Council

COMMISSIONER DISCUSSION:

The Commissioners continued the discussion of the Climate Action Plan (CAP) and went through the numerous strategies of the CAP

COMMISSION ACTION:

Motion by Commissioner Rainey and seconded by Commissioner Doan to further postpone the item and continue the discussion at the next Planning Commission Meeting scheduled for December 8, 2020. Motion carried unanimously (7-0-0).

CURRENT BUSINESS: None.

ORAL COMMUNICATIONS: None.

PLANNING COMMISSIONERS:

Commissioner Paul asked about the letter he received regarding the construction going on at the Henry Ranch project, TR 920.

ADJOURNMENT: Chair Weiler adjourned the meeting at 10:40 p.m. The November 24, 2020, meeting is canceled due to the Thanksgiving Holiday. The next regularly scheduled Planning Commission meeting will be held at 7 p.m. on Tuesday, December 8, 2020, in the City Council Chambers via video conference, 201 North Broadway, Escondido, California.



Mike Strong, Secretary to the
Escondido Planning Commission



Joanne Tasher, Minutes Clerk

Attachment 2

PROPOSED ZONING CODE AMENDMENTS IN STRIKE-OUT/UNDERLINE

FORMAT

PL 20-0636

CHAPTER 32. SUBDIVISIONS.

ARTICLE 1. GENERAL PROVISIONS.

Sec. 32.102. Definitions.

DENSITY: The number of residential dwelling units per acre of lot area excluding areas of remainder parcels, areas of nonresidential development, the panhandle portion of a flag lot, and areas of dedication for Circulation Element streets street rights-of-way, adjustments for floodways as defined by the Federal Emergency Management Agency (FEMA—see Flooding Map) or the City, slope categories, and other environmental factors as designated.

ARTICLE 1. GENERAL PROVISIONS AND DEFINITIONS

Sec. 33-6. Interpretation.

(a) In interpreting and applying the provisions of this chapter, they shall be held to be the minimum requirements for the promotion of the public peace, health, safety, convenience, comfort, prosperity or general welfare.

(1) The provisions of this Zoning Ordinance apply to all zones and all uses of land unless otherwise stated. The provisions shall be regarded and applied as the minimum requirements and maximum potential limits for the promotion of public health, safety, comfort, convenience, and general welfare of the City and its residents. When this Zoning Ordinance provides for discretion on the part of a City official or body, that discretion may be exercised to impose more stringent requirements than identified in this Zoning Ordinance, as may be necessary to promote orderly land use development and the purposes of this Zoning Ordinance.

(2) Any provisions of an adopted specific plan related to subjects contained in the Zoning Ordinance shall prevail over the provisions of the Zoning Ordinance to the extent of any conflict between the Zoning Ordinance and the specific plan.

(3) It is not intended by this chapter to abrogate, annul, impair or interfere with any existing or future provision of law or ordinance or with any easements, covenants or other agreements between parties; provided, however, that where this chapter imposes a greater restriction upon the use or occupation of buildings or premises or upon the height or location of buildings or structures or upon the lot area per family, size of yards and open spaces, number of garages or other requirements whatsoever, than is imposed or required by such existing laws, ordinances, easements, covenants or agreements, the provisions of this chapter shall govern.

(b) The Director shall have the responsibility and authority to interpret the meaning and applicability of all provisions and requirements of this Zoning Ordinance. Whenever the Director determines that the meaning or applicability of any of the requirements of this Zoning Ordinance are subject to interpretation generally, or as applied to a specific case, the Director may issue an official interpretation. In any case where there is difficulty in interpreting and applying the provisions of this chapter to any specific case or situation, the Planning commission shall upon request interpret the intent of this chapter by written policy and said interpretation shall be followed in applying said provisions.

ARTICLE 1. GENERAL PROVISIONS AND DEFINITIONS

Sec. 33-7. Building permits Permits and licenses required.

(a) All departments, officials or public employees vested with the duty or authority to issue permits or licenses where required by law shall conform to the provisions of this chapter. No such license or permit for uses, buildings, or purposes where the same would be in conflict with the provisions of this title shall be issued. Any such license or permit, if issued in conflict with the provisions hereof, shall be null and void.

(b) Permits and licenses.

(1) Building permits, pursuant to Chapter 6 of the Municipal Code.

Before commencing any work pertaining to the erection, construction, reconstruction, moving, conversion, alteration or addition to any building or structure within the City of Escondido, a permit for each separate building or structure shall be secured from the building official of said city by the owner or his or her agent for said work, and it is unlawful to commence said work until and unless said permit shall have been obtained.

(A) An approved final building inspection from the building division shall be obtained prior to any use or occupancy of the building or structure or portion thereof.

(B) Certificate of occupancy required. No occupancy of a building or structure, or a proposed use of a building or structure, can occur before a certificate of occupancy is approved and issued and the project complies with all state building regulations and provisions of this Zoning Ordinance. A temporary certificate of occupancy may be issued by the building division when determined appropriate, subject to the approval of the City Building Official.

(2) Business licenses, pursuant to Chapter 16 of the Municipal Code.

Every person engaged or intending to engage in any calling, business, occupation, or profession, in whole or in part, including the exercise of any corporate or franchise powers, within the limits of the City, whether or not an office or physical location for the business lies within the City, is required to pay an annual license fee for the privilege of doing any business and obtain a business license.

(A) No person shall be entitled or authorized to engage in business within the City until such time as the Director has approved and issued a business license pursuant to the terms of Chapter 16.

(B) Business licenses are issued for revenue purposes. The issuance or possession of a license confers no rights or privileges and only serves to prove that a business license fee

has been paid for the period specified on the license certificate. Licenses are not deemed regulatory in any way and are not proof of compliance with zoning, building or any other regulations of the city.

(C) Certain business types may require additional review and approval from other departments or agencies.

ARTICLE 1. GENERAL PROVISIONS AND DEFINITIONS

Sec. 33-8. Definitions. New definitions to be inserted or replaced, maintaining the sequencing of the existing alphabetical order.

Alley means any public thoroughfare, having a width of not more than thirty (30) feet. An alley shall not be considered a street for the purposes of calculating building or structure setbacks or height.

Density means the number of residential dwelling units per acre of lot area but shall exclude areas of remainder parcels; areas of nonresidential development; the panhandle portion of a flag lot; and areas of dedication for street rights-of-way, adjustments for floodways as defined by the Federal Emergency Management Agency (FEMA—see Flooding Map) or the City, slope categories, and other environmental factors as designated. Minimum and maximum density calculations for an individual site shall utilize the net lot area to determine the applicable number of dwelling units. Any density calculation that results in a fractional unit shall be rounded down to the next whole number.

Floor area means the total area of all floors and interior habitable area of a building included within the outside faces of the building's exterior walls, exclusive of basement and attic storage space and areas within a building used for the parking of vehicles.

Floor area ratio (also FAR) is the ratio of a building's floor area divided by the net lot areameasurement of a building's floor area in relation to the size of the lot that the building is located on. FAR is expressed as a decimal unitnumber, and is derived by dividing the total floor area of the building (i.e. interior habitable area) by the total area of the parcel (building floor area ÷ net lot area).

Guest house means any living quarters that is no more than 1,000 square feet within a detached accessory building for the sole use of persons employed on the premises or for temporary use by guests of the occupants of the premises, which living quarters have no kitchen facilities and are not rented or otherwise used as a separate dwelling.

Kitchen means any portion of an accessory living quarters arranged for or conducive to the preparation or cooking of food, by the inclusion of a sink, garbage disposal, hot water line, and dishwasher; place of not less than 10 cubic feet to accommodate a refrigerator; 220 AC or 240-volt electrical outlet or stove; storage cabinets and counter space that are of reasonable size in relation to the building; and any other item required by the Building Code. An efficiency kitchen

shall be considered to have the same features as a kitchen, but is smaller in size and scope in relation to the land use activity or building. At a minimum, the size and scope of an efficiency kitchen should meet or exceed the following criteria: a sink with a maximum waste line of 1.5 (1 1/2) inches, a cooking facility with appliances that has electrical service of 120 volts, a food preparation counter, and storage cabinets.

Lot means:

(1) A parcel of real property shown as a delineated parcel of land with a number and other designation on the final map of subdivision recorded in the office of the county recorder of San Diego County; or

(2) A parcel of land, the dimensions or boundaries of which are defined by a record of survey maps recorded in the office of the county recorder of San Diego County in accordance with the law regulating the subdivision of land; or

(3) A parcel of real property not delineated as in subsection (1) or (2) of this definition, and containing not less than the prescribed minimum area required in the zone in which it is located and which abuts at least one (1) public street or easement which the planning commission has designated adequate for access purposes, and is held under one (1) ownership.

(4) The various definitions in this category are as follows:

(A) *Lot area (gross)* means the total area measured in a horizontal plane, included within the lot lines of a lot or parcel of land.

(B) *Lot area (net)* means lot area excluding areas of remainder parcels, areas of nonresidential development, the panhandle portion of a flag lot, and areas of dedication for street rights-of-way; adjustments for floodways as defined by the Federal Emergency Management Agency (FEMA—see Flooding Map) or the City; slope categories; and other environmental factors as designated. The net lot area shall be used in the calculation of minimum allowed residential density, project floor area/lot coverage calculations, and other standards or requirements as so specified.

(C) *Lot coverage* means the total horizontal area of a lot, parcel or building site covered by any building which extends more than three (3) feet above the surface of the ground level and including any covered car parking spaces. Covered patios shall not be considered as lot coverage provided that said patio is not more than fifty (50) percent enclosed.

(D) *Lot depth* means the horizontal length of a straight line connecting the bisecting points of the front and the rear lot lines.

(E) *Lot width* means the horizontal distance between the side lot lines measured at right angles to the line comprising the depth of the lot at a point midway between the front and rear lot lines.

(F) *Cul-de-sac lot* means an interior lot taking access from and having frontage primarily on the bulb of a cul-de-sac.

(G) *Flag lot* means a lot in the approximate configuration of a flag pole, panhandle, or sign post, with the pole or post functioning primarily as an access way to the main body of the lot from the street of access, meeting the requirements of Section 33-1084. In determining setbacks for a flag lot, the handle or access portion of the lot shall not be used to determine building setbacks. The Director shall determine the front, side, and rear of a flag lot for the purposes of

identifying setbacks and yards, guided by the relationship of the lot and to surrounding lots and structures. Setbacks shall be determined as though no handle was on the lot.

Low Barrier Navigation Center means a low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. Low Barrier means best practices to reduce barriers to entry, as further defined in Government Code section 65660.

ARTICLE 1. GENERAL PROVISIONS AND DEFINITIONS

Sec. 33-14. Zoning districts.

(a) In order to carry out orderly growth and development in the city, this chapter provides for various zoning classifications (e.g., R-1, R-2, R-3, etc.) in order to promote and protect the public health, safety, convenience and general welfare of the inhabitants, and through the orderly and planned use of land resources which are presently a part of said city, or which may become a part thereof in the future.

(b) The boundaries of all zones shall be shown on an “official zoning map” maintained by the Director, which is made a part of this chapter. Whenever the boundaries of zones are changed, or property is reclassified to another zone pursuant to Article 61, the Director shall alter the official zoning map to reflect such changes.

ARTICLE 1. GENERAL PROVISIONS AND DEFINITIONS

Sec. 33-15. Zoning district boundary uncertainty.

~~The boundaries of each zoning district shall be as shown on the “official zoning map,” which is made a part of this chapter.~~ In the event of any conflict between the official zoning map and any legal description or other designation of the boundary or boundaries of any zoning district, or where any uncertainty exists as to the boundary or boundaries of any zoning district shown on the official zoning map, the official zoning map shall prevail and the location of such boundary or boundaries shall be fixed as follows:

(a) Where such boundaries are indicated by scales as approximately following street, alley or lot lines in existence at the time the zoning district map(s) was adopted, such lines shall be construed to be such boundaries.

(b) Where any public street, alley or any private right-of-way or easement of any railroad, railway, canal, transportation or public utility company is vacated or abandoned, the existing zone which abuts said land shall apply to such vacated or abandoned property, then each such zone shall be considered to extend to the centerline of said vacated or abandoned property.

(c) In unsubdivided land or where a zoning district boundary divides a parcel, the location of such boundary, unless same is indicated by dimensions, shall be determined by use of the scale appearing on the map

ARTICLE 6. RESIDENTIAL ZONES

Sec. 33-95. Permitted accessory uses and structures.

(a) Accessory uses and structures are permitted in residential zones, provided they are incidental to, and do not substantially alter the character of the permitted principal use or structure. Such permitted accessory uses and structures include, but are not limited to, those listed in Table 33-95.

(1) When provided by these regulations, it shall be the responsibility of the Director to determine if a proposed accessory use is necessarily and customarily associated with, and is appropriate, incidental, and subordinate to, the principal use, based on the Director's evaluation of the resemblance of the proposed accessory use to those uses specifically identified as accessory to the principal uses and the relationship between the proposed accessory use and the principal use.

ARTICLE 6. RESIDENTIAL ZONES

Sec. 33-102. Accessory ~~buildings side building~~ setback and building requirements.

(a) Accessory buildings or structures that are attached to the main building shall conform to the front, side, or rear yard setback requirements of the underlying zone for the main building, except as specified herein.

(1) Patios, when enclosed on three (3) sides or less may extend into the rear setback a maximum of fifty (50) percent of the required depth of that setback, pursuant to Section 33-1079.

(2) Allowed projections into setbacks pursuant to Section 33-104.

(3) Animal enclosures pursuant to Section 33-145 and Section 33-146.

(b) Detached accessory buildings or structures.

(1) Front yard setbacks. Detached accessory buildings shall conform to the front yard setback requirements of the underlying residential zone.

(2) Side yard setbacks for detached accessory buildings.

(A) The interior side setback of any detached accessory building located less than seventy (70) feet from the front property line in single- and multi-family zones, or fifty (50) feet from the front property line in the R-T zone (unless superseded by Title 25), shall be the same as that required for the main building, pursuant to Table 33-100.

~~(b)~~(B) A detached accessory building may be located on a side property line which that is not contiguous to a street if, and only if, all of the following conditions are met:

~~(4)~~(i) The building is located seventy (70) feet, or more, from the front property line (fifty (50) feet in the R-T zone, unless superseded by Title 25); and

~~(2)(ii)~~ Has facilities for the discharge of all roof drainage onto the subject lot or parcel of land; and

~~(3)(iii)~~ The building does not require a building permit.

~~(c)(C)~~ AnA detached accessory building shall have a minimum side setback of ten (10) feet for a side property line which is contiguous to a street.

~~(d)(D)~~ AnA detached accessory building having direct vehicular access from an alley shall be located not less than twenty-five (25) feet from the edge of the alley farthest from the building.

~~(e)(E)~~ AnA detached accessory building that is seventy (70) feet or more from the front property line in single- and multi-family zones, or fifty (50) feet in the R-T zone, but which does not meet the requirements of subsection (b)(B) above, may not be located closer than five (5) feet from the interior side property line in single- and multi-family zones, or three (3) feet in the R-T zone (unless superseded by Title 25). Awnings, cornices, eaves, belt courses, sills, buttresses or other similar architectural features may project into an accessory building setback area by no more than two (2) feet.

~~(f)~~ In the R-A and R-E zones, setbacks for accessory structures do not apply to animal enclosures.

~~(g)~~ Accessory buildings located within a required side yard setback area for the primary structure shall be limited to one (1) story and sixteen (16) feet in height.

~~(h)~~ A minimum of five (5) feet is maintained for clear access between the detached accessory building and any other building or structure.

~~(i)~~ Accessory dwelling units shall conform to the side yard setback requirements of the underlying residential zone, unless otherwise permitted by Article 70.

~~(3)~~ Rear yard setbacks.

~~(A)~~ No detached accessory building shall be situated on the rear property line in the R-T zone unless superseded by Title 25.

~~(B)~~ A detached accessory building may be located on the rear property line in all residential zones (except the R-T zone) if, and only if, all the following conditions are met:

~~(i)~~ The building does not require a building permit; and

~~(ii)~~ Has facilities for the discharge of all roof drainage onto the subject lot or parcel of land.

~~(C)~~ For detached accessory buildings that do not meet the conditions listed in subsection (B), a building(s) may be located within a required rear yard setback area in all residential zones, but only in the following circumstances:

~~(i)~~ In the R-A and R-E zone districts, a building(s) may be located within a required rear yard setback area provided that such building(s) is located no closer than ten (10) feet to a rear lot line, and shall not cover more than fifty (50) percent of the width of the rear setback area.

~~(ii)~~ In all other single-family and multi-family zones (except the R-T zone), the building(s) may be located within the rear yard setback provided that a minimum of five (5) feet is maintained, and a building(s) shall not cover more than fifty (50) percent of the width of the rear setback area. Additional usable open space requirements may apply on the premises, depending on the requirements of the underlying zoning district.

~~(D)~~ An accessory building having direct vehicular access from an alley shall be located not less than twenty-five (25) feet from the edge of the alley farthest from the building.

(E) On a reverse corner lot the rear property line of which is also the side property line of the contiguous property, an accessory building shall be located not less than five (5) feet from the rear property line.

(c) Accessory dwelling units (attached or detached) shall conform to the front, side, and rear yard setback requirements of the underlying residential zone for the main building, unless otherwise permitted by Article 70.

ARTICLE 6. RESIDENTIAL ZONES

Sec. 33-103. Accessory buildings rear setback and building requirements.

~~(a) No accessory building shall be situated on the rear property line in the R-T zone unless superseded by Title 25.~~

~~(b) An accessory building may be located on the rear property line in all residential zones (except the R-T zone) if, and only if, all the following conditions are met:~~

~~(1) The building does not require a building permit; and~~

~~(2) Has facilities for the discharge of all roof drainage onto the subject lot or parcel of land.~~

~~(c) For accessory buildings that do not meet the conditions listed in subsection (b), accessory building(s) may be located within a required rear yard setback area in all residential zones, but only in the following circumstances:~~

~~(1) In the R-A and R-E zone districts, detached accessory building(s) may be located within a required rear yard setback area provided that such building(s) are located no closer than ten (10) feet to a rear lot line, and shall not cover more than fifty (50) percent of the width of the rear setback area.~~

~~(2) In all other single-family and multi-family zones (except the R-T zone), detached accessory building(s) may be located within the rear yard setback provided that a minimum of five (5) feet is maintained, and shall not cover more than fifty (50) percent of the width of the rear setback area. Additional usable open space requirements may apply on the premises, depending on the requirements of the underlying zoning district.~~

~~(3) Awnings, cornices, eaves, belt courses, sills, buttresses or other similar architectural features may project into an accessory building setback area by no more than two (2) feet, pursuant to Section 33-104.~~

~~(4)(a) Accessory buildings located within a required side or rear yard setback area for the primary structure shall be limited to one (1) story and sixteen (16) feet in height.~~

~~(b) Accessory buildings are subject to the property development standards as set forth in Section 33-107, building requirements, generally.~~

~~(1) In addition to the restrictions of Section 33-107, a guest house or accessory dwelling unit shall not have a total floor area that exceeds fifty (50) percent of the existing living area of the main building, unless otherwise permitted pursuant to Article 70.~~

(2) A guest house may be attached to an accessory dwelling unit provided that the overall combined floor area of the combined building or structure does not exceed seventy-five (75) percent of the main unit.

(c) The minimum distance between the residence (or main building) and a detached accessory building shall be ten (10) feet. If the residence (or main building) and detached accessory building are both one (1) story in height, then the minimum separation requirement may be reduced to five (5) feet. A minimum of five (5) feet is maintained for clear access between the detached accessory building and any other building or structure.

(d) Nothing in this section or in Section 33-107 shall be construed to limit the development of an accessory dwelling unit in the location and manner as specified by Article 70.

~~(d) An accessory building having direct vehicular access from an alley shall be located not less than twenty-five (25) feet from the edge of the alley farthest from the building.~~

~~(e) On a reverse corner lot the rear property line of which is also the side property line of the contiguous property, an accessory building shall be located not less than five (5) feet from the rear property line.~~

~~(f) In the R-A and R-E zones, setbacks for accessory structures do not apply to animal enclosures.~~

~~(g) Accessory dwelling units, shall conform to the rear yard setback requirements of the underlying residential zone, unless otherwise permitted by Article 70.~~

ARTICLE 6. RESIDENTIAL ZONES

Sec. 33-107. Building requirements, generally.

Table 33-107 lists building requirements in residential zones (excluding mobilehome parks approved pursuant to Article 45).

Table 33-107

Building Requirements	R-A	R-E	R-1	R-2	R-3	R-4	R-5	R-T*
Minimum distance between residence and accessory buildings (feet)	10 ⁵	10 ⁵	10 ⁵	10 ⁵	10 ⁵	10 ⁵	10 ⁵	10 ⁵

Notes:

- 1 Buildings or structures in excess of one (1) story and located adjacent to single-family zoned land, shall provide a setback equal to the abutting setback required by the single-family zone standards, plus five (5) additional feet for each story over two (2) on the property line(s) abutting the single-family zone(s) as noted in sections 33-100 and 33-101. Additionally, building features such as windows, doors, balconies, etc., bulk and scale shall not adversely affect the adjacent single-family property.
- 2 Area is exclusive of porches, garages, carports, entries, terraces, patios or basements.
- 3 FAR is the numerical value obtained by dividing the total gross floor area of all buildings on the site by the total area of the lot or premises.

- 4 Except that the maximum FAR for the RE-20 zone shall be 0.5; and for the RE-170 and RE-210 zones the maximum FAR shall be 0.3.
- 5 Pursuant to Section 33-103(c), if the residence (or main building) and detached accessory building are both one (1) story in height, then the minimum separation requirement may be reduced to five (5) feet, unless a greater distance is required by local building and fire code requirements for fire separation.
- * Requirements apply unless superseded by Title 25.

ARTICLE 16. COMMERCIAL ZONES

Sec. 33-332. Principal land uses. Table 33-332 PERMITTED AND CONDITIONALLY PERMITTED PRINCIPAL USES

Use Title	CG	CN	CP
Mobilehome parks or travel trailer parks* (Articles 45 & 46)	C		
Car-wash, polishing, vacuuming, or detailing (primary or accessory use)* (Article 57)	C		
Low Barrier Navigation Center (only in mixed use overlay areas that are zoned for mixed use and nonresidential zones permitting multi-family uses)	P	P	P

ARTICLE 16. COMMERCIAL ZONES

Sec. 33-333. Permitted accessory uses and structures.

(a) Accessory uses and structures are permitted in commercial zones, provided they are incidental to, and do not substantially alter the operating character of the permitted principal use or structure as determined by the director of community development. Such permitted accessory uses and structures include, but are not limited to, ~~the following:~~ those listed in Table 33-333.

(1) When provided by these regulations, it shall be the responsibility of the Director to determine if a proposed accessory use is necessarily and customarily associated with, and is appropriate, incidental, and subordinate to the principal use, based on the Director's evaluation of the resemblance of the proposed accessory use to those uses specifically identified as accessory to the principal uses and the relationship between the proposed accessory use and the principal use.

Article 19. PLANNED DEVELOPMENT ZONE

Sec. 33-401. General provisions and standards for planned development.

(a) In the event of conflict between any other provision of the Escondido Zoning Code and a requirement of a planned development zone, the requirement of the planned development zone shall prevail.

(b) Planned development zones shall only be established on parcels of land which are suitable for and of sufficient size to be planned and developed in a manner consistent with the purposes of this article.

(c) Planned development zones shall be in conformity with the Escondido General Plan and any applicable specific plans. A planned development zone shall not be adopted without findings that the proposed planned development conforms to such plans and policies relative to compliance with the general location, amounts and densities of such uses as set forth in the Escondido General Plan; or in any applicable specific plans.

(d) Planned development zones may combine a variety of land uses. Mixed uses may include any skillful combination of residential, commercial, industrial and agricultural uses, and may occur among or within buildings as long as the uses are compatible with each other and with existing and potential uses surrounding the zone.

(1) To ensure that the purpose and provisions of a formally adopted zoning district or specific plan of record shall be conformed to, land use activities shall be limited exclusively to such uses as are permitted or conditionally permitted in the underlying zone or specific plan to which the site is classified.

(e) Compliance with the requirements of a master development plan is necessary for any person or public agency to lawfully establish, construct, occupy, maintain, reconstruct, alter, expand, or replace any use of land or structure within the planned development zone.

(1) The zoning standards in effect immediately prior to the planned development zoning, if consistent with the underlying General Plan designation, shall apply regarding specified properties within a planned development zone that are not associated with a master development plan. Otherwise, those properties not associated with a master development plan shall be subject to the nonconforming use provisions of Article 61.

(f) The general provisions, conditions, and exceptions applicable to all zoning districts and specific plans shall be applied as presented to all sites in a planned development zone, unless a different regulation or standard is prescribed and enacted as part of this article.

(1) Development standards including, but not limited to, area, coverage, light and air orientation, building height, sign placement and design, site planning, street furniture placement and design, yard requirements, open spaces, off-street parking and screening for planned developments, shall be governed by site-specific standards which shall be adopted as part of the zone. Such standards shall result in a superior development that presents enhanced design in all facets of the project (site, architecture, materials, amenities, landscaping, etc.) for an overall high quality planned development.

ARTICLE 26 INDUSTRIAL ZONES

Sec. 33-564. Land Uses. Table 33-564 PERMITTED AND CONDITIONALLY PERMITTED PRINCIPAL USES

Use Title	I-O	M-1	M-2	I-P
Car-wash, polishing, vacuuming, or detailing (primary or accessory use) <u>(subject to Article 57)</u>		C	C	

Article 39. OFF-STREET PARKING

Sec. 33-765. Parking spaces required.

<u>Emergency Shelter</u>	<u>Two (2) spaces per facility plus one (1) space for each employee. Emergency shelters must also provide adequate provisions for loading and unloading or pick-up and drop-off zones.</u>
<u>Car dealerships or motor vehicle, machinery Machinery sales and repair garages (excluding motorcycles)</u>	One (1) parking space for each one thousand (1,000) square feet of display floor area; one (1) space for each eight hundred (800) square feet of storage area; <u>and one (1) space for each two hundred fifty (250) square feet of garage floor area.</u>
<u>Car dealerships and motor vehicle sales (excluding motorcycles)</u>	<u>Indoor space: one (1) parking space for each two thousand (2,000) square feet of floor area.</u> <u>Outdoor space: Employee and customer parking of no fewer than three (3) spaces shall be provided at a minimum, provided that one (1) additional employee/customer parking space shall be required for each additional twenty (20) spaces used for outdoor storage or outdoor display. Exceptions to these requirements may be reviewed and considered as part of a CUP.</u>

ARTICLE 40. HISTORICAL RESOURCES

Sec. 33-798. Permits and permit procedures.

(e) Review processes. Following the planning division’s receipt of a complete application, the director shall determine the appropriate review process as follows:

(1) Minor projects. Minor projects shall be subject to planning division staff review.

Minor projects include:

(A) Placement or removal of exterior objects and the restoration and exterior changes to materials (siding, brick, stucco, metal, etc.) and structures including porches (columns, cornices), roofs (covering, change in shape), any painting of exterior surfaces, satellite dishes, solar collectors, freestanding walls, fences and retaining walls, and any modifications to historical signs; and

(B) The following projects involving historic resources listed on the local register and property located within an historical overlay district: painting of exterior surfaces, restoration and exterior changes to architectural details and decorative elements (fish scale, shingles, dentils, shutters), porches (trim, railing, ornamentation), exterior staircases, exterior doors, windows, skylights, mechanical systems (window units, exhaust fans, vents), storm windows and doors, security grilles, and fire escapes.

Article 57. MISCELLANEOUS USE RESTRICTIONS

Sec. 33-1109. Swimming pools.

(a) Definition. As used in this section, a swimming pool is any confined body of water, located either above or below the finished grade of the site, which exceeds one hundred (100) square feet in surface area and two (2) feet in depth, and which is designed, used or intended to be used for swimming or bathing purposes. The provisions of this section do not apply to indoor pools.

(b) Front, side and rear yards.

(1) All swimming pools constructed after the effective date of the ordinance codified in this article shall be subject to the front yard and side yard setback requirements as set forth in the applicable zoning regulation, but in no case shall a swimming pool be located closer than five (5) feet from any property line;

(2) Tanks, heating, filtering and pumping equipment shall be subject to the front yard and side yard setback requirements of the applicable zone, except that such accessories may be located within such required yards if installed entirely below the finished grade of the site and covered with a permanent protective cover. In the rear yard, tanks, filtering and pumping equipment must provide at least a five (5) foot separation to the rear lot lines.

(3) No single pool or combination of pools or spas shall cover more than fifty (50) percent of the required lot area, pursuant to Section 33-1079.

(c) Fence requirements and protection measures against drowning.

(1) Every swimming pool shall be enclosed by a natural barrier, wall, fence and/or other structure having a minimum height of five (5) feet and constructed or situated so as to prevent unauthorized entrance thereto. Such fence, structure or wall shall not occupy a front yard required by applicable zoning regulations but may occupy a side or rear yard so required;

~~(2)(A) The enclosing wall or fence may contain a gate. All gates shall have an automatic closing device and be self-latching, with the latches placed at least four (4) feet above the ground. Gates shall be kept securely closed and latched at all times shall comply as an enclosure as defined in the Swimming Pool Safety Act (Health and Safety Code section 115923) and the International Swimming Pool and Spa Code;~~

~~(3)(B) The fence, gate and all other protective devices shall meet all fire exit requirements and other applicable provisions of law; and~~

(C) Public pools and pools associated with multi-family facilities are subject to pool enclosure and safety feature provisions regulated by the Department of Environmental Health.

(2) Swimming pools require the following measures against drowning or injury:

(A) At least two (2) non redundant additional safety features listed in Health and Safety Code section 115922, accepted by the City Building Official; and

(B) Other safety feature provisions deemed necessary by the City Building Official for entrapment avoidance.

(d) Variances and exemptions. The building inspector may waive the fencing requirements of this section upon an adequate showing that an alternative safeguard against unauthorized entry to the swimming pool exists or will be provided, and that the physical conditions of the site make the erection of a fence or wall impractical.

Article 57. MISCELLANEOUS USE RESTRICTIONS

Sec. 33-1114. Vehicle sales, vehicle repair services, fleet storage and tow yard storage, and junkyards and wrecking yards.

(c) Car Dealerships and Tractor or Heavy Truck Sales, Storage, or Rental. Car dealerships and tractor or heavy truck sales shall be allowed as provided in any Permitted and Conditionally Permitted Principal Use Matrix and shall comply with the development standards of the zoning district, general development standards of subsection (a) above, and this subsection. No dealership project shall be granted a permit unless the following requirements are satisfied:

(1) That the area controlled by the business is of sufficient size to allow storage or display of on-site of vehicles in paved and lined spaces no smaller than eight and one-half (8 1/2) feet in width and eighteen (18) feet in length. Employee and customer parking of no fewer than three (3) spaces shall be provided at a minimum, provided that one (1) additional employee/customer parking space shall be required for each additional twenty (20) spaces used for storage or display. Additional off-street parking may be required pursuant to Article 39.

(2) Display. All vehicle inventory must be stored on-site and not in the public right-of-way.

(3) Landscaping. The vehicles and other display materials shall be set back five (5) feet from a street and shall not be located in required parking areas. Wheel stops or some other type of protective device shall be provided as necessary to prevent vehicles from damaging fences, walls, buildings or landscaped areas, or from extending across any public or private property lines. A landscape planter a minimum of five (5) feet wide shall be provided along all street frontages, subject to Water Efficient Landscape Standards and street tree planting standards. Said landscaping shall be continuous and include a decorative planter area at the corner of intersecting streets unless a building is located at the corner or otherwise prevents continuity.

(d) Vehicle Repair Services. Vehicle repair services shall be allowed as provided in any Permitted and Conditionally Permitted Principal Use Matrix and shall comply with the development standards of the zoning district, general development standards of subsection (a) above, and this subsection. No vehicle repair services project shall be granted a permit unless the following requirements are satisfied.

(1) All tires, barrels, new or discarded auto parts, vehicles under repair and other storage of materials used or sold on the premises must be stored and maintained inside the building if in a CG commercial zone (section 33-337), M-1 industrial zone (section 33-571), or similar zone district; or screened from view from adjacent properties and streets by a solid screen barrier in the M-2 industrial zone (Section 33-571).

(A) Outdoor storage of non-operational vehicles is prohibited in all zones, subject to subsection (5), unless authorized as a permitted or conditionally permitted use (refer to "tow yard and storage") and reviewed and approved for code compliance.

(B) No person engaged in conducting or carrying on the business of an auto repair shop as defined in the Zoning Code shall store, display or park upon a public street or highway any motor vehicle in his/her possession or under his/her control between the hours of 5:00 p.m. and 7:00 a.m., including Saturdays, Sundays, and holidays.

(C) No person engaged in conducting or carrying on the business of an auto repair shop as defined in the Zoning Code, shall repair, remodel, overhaul, recondition or paint any automobile, other motor vehicle, or any parts thereof, in his/her possession or under his/her control, upon any public street or highway.

(2) Residential and street adjacency. All new structures shall be oriented to face building, workstation, and service bay entrances, away from abutting residential properties and the public right-of-way to the extent practicable.

(3) Service bays shall be screened from adjacent properties and public view by a wall, fence, hedge or other appropriate plant or landscape material between the service bay and the property line to the extent practicable. Solid fencing or walls shall be constructed of brick, block, stone or frame-stucco. An ornamental masonry wall shall be provided along all property lines that abut property used or zoned for residential purposes. Screening shall minimize the visual impact to the extent appropriate, through means of placement, barrier, or camouflage. Screening shall be designed to blend into the surrounding architecture or landscape so that the object or land use is not apparent to the casual observer. The face of all screen walls facing public rights-of-way shall be landscaped with shrubs, trees, and climbing vines. Use of walls and screening techniques shall meet crime prevention standards and provide graffiti deterrence elements.

(4) Landscaping required. A landscape planter a minimum of five (5) feet wide shall be provided along all street frontages, subject to Water Efficient Landscape Standards and street tree planting standards. Said landscaping shall be continuous and include a decorative planter area at the corner of intersecting streets unless a building is located at the corner or otherwise prevents continuity.

(5) Automobiles that are drivable in their present condition and are awaiting repairs are not considered to constitute "storage." Transported automobiles must be repairable and may be stored on the site if they are intended to be repaired. Vehicles or equipment parked or stored on the site shall not be used as a source of parts and shall not be sold unless the business is also licensed for vehicle or equipment sales. A vehicle that is not in working order shall not be stored on such premises for more than forty-eight (48) hours, excluding days when business transactions do not take place such as public holidays or the weekend. Vehicles shall not be wrecked or dismantled; shall have hoods, trunks and doors closed.

(6) Tow truck operation incidental to repair. No commercial tow truck, tractor, trailer or semi-trailer, designed to pull or transport passenger automobiles, may be parked on the premises

of a “auto supply stores with incidental installations” or “limited auto repair” station or service garage for more than four (4) hours within any twenty-four (24) hour period, except in case of emergency. Exceptions to exceed the four (4) hour limitation may be granted for “general repair” and “commercial vehicle repair” facilities as determined by the permit review authority. The storage of these trucks must be within an enclosed building or service bay of a commercial or industrial zone (CG, M-1, or M-2); or be located in the rear half of the lot of an industrial zone (M-1 or M-2 Zone) and be enclosed by a six (6) foot high solid wall or fence with solid gates.

Article 57. MISCELLANEOUS USE RESTRICTIONS

Section 33-1116. Household pets in the residential zones.

(d) Adult rabbits, white mice, chipmunks, squirrels, chinchillas, guinea pigs, hamsters and the like, only in accordance with the following schedule:

R-A, R-E zone	As provided in the zone <u>Up to 25 total</u>
R-1 zone	Up to four (4) total
R-T, R-2, R-3 and R-4 zones	Up to two (2) total

Article 70. ACCESSORY DWELLING UNITS AND JUNIOR DWELLING ACCESSORY UNITS

Sec. 33-1473. Occupancy limitations.

(a) Allowed use.

(1) One attached or detached accessory dwelling unit may be permitted in conjunction with an existing or proposed single-family residence on a lot zoned for single-family or multifamily residential use.

(A) The accessory dwelling unit is either attached to, or located within, the proposed or existing main building or attached garages, storage areas, or similar use; or a detached accessory structure and located on the same lot as the proposed or existing single-family home.

(B) An accessory dwelling unit may be permitted on a lot where a junior accessory dwelling unit exists or is proposed.

(2) One junior accessory dwelling unit may be permitted in conjunction with an existing or proposed single-family residential use.

(A) The junior accessory dwelling unit is located within the proposed or existing main building or attached garages, storage areas, or similar use.

(B) A junior accessory dwelling unit may be permitted on a lot where an accessory dwelling unit exists or is proposed.

(3) Number of accessory dwelling units on legal lots with existing or proposed multifamily dwelling units:

(A) Shall be permitted to construct at least one accessory dwelling unit within the portions of existing multifamily dwelling structures ~~that are not used as livable space~~ and shall allow up to twenty-five (25) percent of the existing multifamily dwelling units.

(B) Not more than two (2) accessory dwelling units are permitted that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling.

(b) Owner-occupied.

(1) The owner-occupancy requirement shall not be applied to any accessory dwelling unit.

(2) A junior accessory dwelling unit may be used as habitable space, only so long as either the remaining portion of the main dwelling unit, or the newly created junior accessory dwelling unit is occupied by the owner of record of the property, unless otherwise exempted by this section.

(A) Owner-occupancy for a junior accessory dwelling unit shall not be required if the owner is an agency, land trust, or housing organization.

(3) Deed restriction. The city shall require the recordation of a deed restriction if owner-occupancy is required pursuant to this section.

(A) Prior to issuance of a building permit, the property owner shall execute a deed restriction setting forth the owner-occupancy requirements, in a form and substance satisfactory to the director of community development and city attorney's office, which shall be recorded in the office of the county recorder. The covenant shall also include the following terms and limitations:

(i) A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, and shall not be subdivided in any manner that would authorize such sale or ownership.

(ii) A statement that the deed restriction may be enforced against future purchasers and the restrictions shall be bindings upon any successor in ownership of the property.

(iii) The junior accessory dwelling unit shall be a legal unit, and may be used as habitable space, only so long as the owner of record of the property occupies the premises.

(iv) A restriction on the size and attributes of the junior accessory dwelling unit that conforms with this section, and if applicable the occupancy limitations of the California Health and Safety Code Section 17958.1.

(c) All local building and fire code requirements apply, as appropriate, to accessory dwelling units and junior accessory dwelling units.

(1) A certificate of occupancy shall not be issued for the accessory dwelling unit and/or junior accessory dwelling unit until the building official issues a certificate of occupancy for the main building.

(2) Prior to approval on properties with a private sewage system, approval by the County of San Diego Department of Environmental Health, or any successor agency, may be required.

(d) The accessory dwelling unit and/or junior accessory dwelling unit is not intended for sale, except in conjunction with the sale of the primary residence and property.

(e) The accessory dwelling unit and junior accessory dwelling unit may be rented separate from the primary residence, but only with a rental agreement and with terms greater than thirty (30) days.

(f) The accessory dwelling unit and/or junior accessory dwelling unit shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the premises. ~~However, accessory dwelling units and/or junior accessory dwelling units shall be incidental, appropriate, and clearly subordinate to the primary use of the property.~~

(1) The accessory dwelling unit and/or junior unit shall be deemed to be a legal unit and permit such accessory use of property, which use is specifically identified by the accessory use regulations for the underlying zone; and shall allow such other accessory uses which are necessarily and customarily associated with, ~~and are appropriate, incidental, and subordinate to,~~ such principal residential use of the premises, except as otherwise provided by this subsection.

(A) An accessory dwelling unit and/or junior accessory dwelling unit shall be deemed an independent dwelling unit for the sole purpose of establishing a home occupation permit within the accessory dwelling unit and junior accessory dwelling unit, subject to the terms and limitations of Article 44. The limitations for home occupations shall be shared with the principal use and/or main building.

(B) No more than the quantities of animals specifically listed in Table 33-95(a) of Article 6 or section 33-1116 of Article 57 is permitted on the premises. The limitations for animal keeping and household pets shall be shared with the principal use and/or main building.

(C) For all other accessory use of property, the accessory dwelling units and/or junior accessory dwelling unit shall be controlled in the same manner as the principal use within each zone, and shall not expand or be conveyed separately from the primary use. When provided by these regulations, it shall be the responsibility of the director of community development to determine if a proposed accessory use is necessarily and customarily associated with, and is appropriate, incidental, and subordinate to the principal use, accessory dwelling unit, and/or junior accessory dwelling unit, based on the director's evaluation of the resemblance of the proposed accessory use and the relationship between the proposed accessory use and the principal use

Article 70. ACCESSORY DWELLING UNITS AND JUNIOR DWELLING ACCESSORY UNITS

Sec. 33-1474. Development standards.

(a) Accessory dwelling units shall be subject to all development standards of the zone in which the property is located, except as modified below. Notwithstanding, this section shall be interpreted liberally in favor of accessory dwelling unit construction. Furthermore, any property development standard provided herein that regulates the minimum or maximum size for an accessory dwelling unit, size based upon a percentage of the proposed or existing primary dwelling, or limits on lot coverage, floor area ratio, open space, and minimum lot size, for either attached or detached dwellings shall permit at least an eight hundred fifty (850) square foot accessory dwelling unit to be constructed in compliance with all other local development standards and building code requirements.

(1) Number of bedrooms. ~~For units eight hundred (800) square feet or less, a maximum of one (1) bedroom shall be permitted. Two (2) bedrooms may be permitted if the living area of the accessory dwelling unit exceeds eight hundred (800) square feet. No more than two (2) bedrooms shall be permitted.~~ There is no allowed limit on the number of bedrooms provided that the accessory dwelling unit and/or junior accessory dwelling unit complies with local building and fire code requirements.

(2) The accessory dwelling unit shall be provided with a separate exterior entry. The accessory dwelling unit shall not have direct, interior access into the main building.

(3) The accessory dwelling unit shall include separate bath/sanitation facilities and include a separate kitchen.

(4) Setbacks. Attached and detached accessory dwelling units shall conform to the setback requirements of the underlying residential zone for the primary structure. Detached accessory dwelling units, other than those structures otherwise regulated within this section, may have a building height and setbacks as outlined for accessory residential structures of the underlying zone, except that a setback of no more than four (4) feet from the side and rear lot lines shall be required for a detached accessory dwelling unit. Roof eaves and other architectural projections for accessory dwelling units shall comply with section 33-104.

(A) An accessory dwelling unit proposed to be constructed above an existing detached garage shall have a minimum ~~five (5)~~four (4) foot setback to side and rear property lines.

(B) No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit. The accessory dwelling unit may include an expansion of not more than one hundred fifty (150) square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress, subject to the terms and limitations of this article.

(5) Maximum unit size. The maximum accessory dwelling unit size is determined by the size of the lot as provided in Table 33-1474. The living area of the accessory dwelling unit shall not exceed more than fifty (50) percent of the existing or proposed living area of the primary residence.

(A) If authorized by the underlying zoning, an accessory dwelling unit may be attached to a guest house provided that the overall combined floor area of the combined building or structure does not exceed seventy-five (75) percent of the main unit.

(B) When an accessory dwelling unit is attached to other accessory building(s) or structure(s), such as a garage, carport, or patio cover, the overall combined building area of the structure(s) shall not exceed the existing floor area of the main residence.

Table 33-1474

<u>Lot size</u>	<u>Maximum Permitted Accessory Dwelling Unit Size</u>	
	<u>1 bedroom or less</u>	<u>More than 1 bedroom</u>
<u>Less than 20,000 square feet</u>	<u>850 square feet</u>	<u>1,000 square feet</u>
<u>20,000 square feet or more</u>	<u>1,000 square feet</u>	<u>1,000 square feet</u>

Lot size	Maximum Permitted Accessory Dwelling Unit Size
Less than 20,000 square feet	850 square feet
> 20,000 square feet	1,000 square feet.

(6) Minimum unit size. The minimum permitted size of an accessory dwelling unit shall be the size of an efficiency unit as defined by the California Health and Safety Code Section 17958.1. The minimum unit size of the residential zone shall not apply to the accessory dwelling unit that is built on the same legal lot as the primary residence in compliance with all local development standards.

(7) Height. Accessory dwelling units shall conform to the height limits of the zone.

(8) Lot coverage. The combined area of all structures on a lot shall conform to the lot coverage limitation of the zone in which the property is located.

(b) Junior accessory dwelling units, as constructed within the existing or proposed single-family residence, shall be subject to all development standards of the zone in which the property is located, except as modified below.

(1) Number of bedrooms. A maximum of one (1) bedroom shall be permitted.

(2) The junior accessory dwelling unit shall be provided with a separate exterior entry and may have direct, interior access into the main building.

(3) A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

(4) The junior accessory dwelling unit shall include an efficiency kitchen.

(5) Maximum unit size. The maximum junior accessory dwelling unit size shall not exceed 500 square feet in total floor area and shall be contained entirely within an existing or proposed single-family residence and may include an expansion of not more than one hundred fifty (150) square feet beyond the same physical dimensions of the existing residence to accommodate ingress and egress.

(6) Minimum unit size. The minimum permitted size of a junior accessory dwelling unit shall be the size of an efficiency unit as defined by the California Health and Safety Code Section 17958.1. The minimum unit size of the residential zone shall not apply to the junior accessory dwelling unit that is built on the same legal lot as the primary residence in compliance with all local development standards.

(7) Except as provided herein, a junior accessory dwelling unit shall comply with all other zoning code standards, including but not limited to setbacks, building height, floor area ratio, and lot coverage.

(c) Parking requirements.

(1) Notwithstanding any other law, the city will not impose parking standards for an accessory dwelling unit or junior accessory dwelling unit.

(2) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, replacement parking is not required.

~~(d) Garage conversions and personal storage. If an existing garage is converted to an accessory dwelling unit or junior accessory dwelling unit and no replacement garage space is~~

~~provided, a minimum of one hundred sixty (160) additional cubic feet of lockable, enclosable storage must be provided on the same lot to mitigate the loss of personal storage space.~~

~~(e)(d) Design of the unit. Accessory dwelling units shall be designed to minimize the effect of the new accessory dwelling unit on adjacent properties.~~

~~(1) Any potential impacts shall be oriented to the primary residence. Access doors and entry for the accessory dwelling unit shall not be oriented to the nearest adjacent property line or create a second "front door" that is comparable to the main entrance. The design, construction, and presence of the accessory dwelling unit shall conform with the single-family character of the neighborhood.~~

~~(2) Proposed accessory dwelling units shall respect the residential scale and design character of existing homes. The accessory dwelling unit's color and materials must match those of the primary residence, maintaining compatibility with the neighborhood. The director shall review accessory dwelling unit applications to ensure the addition is integrated with the primary structure with respect to roof design, height, compatible materials, color, texture, and design details. If the accessory dwelling unit is an addition to a site with known historic resources or has been determined to have historic value by the director, all improvements shall retain the historical and/or architectural value and significance of the landmark, historical building, or historical district as specified by Section 33-1475. The improvements shall be compatible with and retain the texture and material of the primary building(s) and/or structure(s) or its appurtenant fixtures, including signs, fences, parking, site plan, landscaping and the relationship of such features to similar features of other buildings within an historical district.~~

~~(f)(e) Addresses. The addresses of both units shall be displayed in such a manner that they are clearly seen from the street.~~

~~(g)(f) Fire sprinklers. Accessory dwelling units and junior accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.~~

Article 70. ACCESSORY DWELLING UNITS AND JUNIOR DWELLING ACCESSORY UNITS

Section 33-1476. Existing non-permitted accessory units.

This article shall apply to all accessory dwelling units or junior accessory dwelling units which exist on the date of passage of the ordinance. All units which do not have a permit, or cannot receive a permit, upon passage of the ordinance codified herein shall be considered in violation and shall be subject to code enforcement action.

(a) Existing nonconforming units. Accessory dwelling units or junior accessory dwelling units that exist as of the effective date of this section that have previously been legally established may continue to operate as legal nonconforming units. Any unit that exists as of the effective date of this section, and has not previously been legally established, is considered an unlawful use,

unless the director of community development determines that the unit meets the provisions of this section and a permit is approved and issued.

(1) Conversion of legally established structures. The conversion of legally established structures ~~that exist as of the effective date of this section~~ shall require that the unit meet the provisions of this code. Any legally established waivers or nonconformity that exist on the effective date of this section may continue, provided that in no manner shall such waiver or nonconformity be expanded.

(2) Administration and enforcement of any non-conforming building standard shall be conducted in accordance with California Health and Safety Code section 17980.12.

Article 70. ACCESSORY DWELLING UNITS AND JUNIOR DWELLING ACCESSORY UNITS

Section 33-1477. Application and procedure.

The Director shall approve or disapprove an application for an accessory dwelling unit or junior accessory dwelling unit, ministerially, within sixty (60) days after receiving a complete application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the director may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the director acts on the permit application to create the new single-family dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing. If the applicant requests a delay, the sixty (60) day time period shall be tolled for the period of the delay. ~~The director may refer any application to the planning commission or historic preservation commission prior to the director's decision for conformance with the specific criteria outlined in section 33-1474, subject to an approval process that includes only ministerial provisions and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in this subdivision.~~

ORDINANCE NO. 2020-31

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING ARTICLE 1 OF CHAPTER 32 OF THE MUNICIPAL CODE; AND ARTICLE 1 (GENERAL PROVISIONS AND DEFINITIONS), ARTICLE 6 (RESIDENTIAL ZONES), ARTICLE 16 (COMMERCIAL ZONES), ARTICLE 26 (INDUSTRIAL ZONES), ARTICLE 39 (OFF-STREET PARKING), ARTICLE 40 (HISTORICAL RESOURCES), ARTICLE 57 (MISCELLANEOUS USE RESTRICTIONS), AND ARTICLE 70 (ACCESSORY DWELLING UNITS) OF THE ESCONDIDO ZONING CODE

APPLICANT: City of Escondido
PLANNING CASE NO.: PL 20-0636

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

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

SECTION 2. The Planning Commission conducted a public hearing on November 10, 2020, to discuss and consider proposed amendments to the Municipal Code and Zoning Code; considered public testimony; and made a recommendation to the City Council.

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

- a. Written information;
- b. Oral testimony from City staff, interested parties, and the public;

- c. The staff report, dated December 16, 2020, which along with its attachments is incorporated herein by this reference as though fully set forth herein; and
- d. Additional information submitted during the Public Hearing.

SECTION 4. That upon consideration of the staff report, Planning Commission recommendation, Planning Commission staff report, all public testimony presented at the hearing held on this project, and the "Findings of Fact," attached as Exhibit "A" to this Ordinance and incorporated herein by this reference as though fully set forth herein, this City Council finds the Municipal Code and Zoning Code Amendments are consistent with the General Plan.

SECTION 5. This action is exempt from environmental review pursuant to California Environmental Quality Act Guidelines ("CEQA" and "CEQA Guidelines") by statutory and categorical exemptions. Because the project includes provisions that restate existing law, includes organizational and administrative actions, and breaks no new legal ground, the project is covered pursuant to several classes of exemption (CEQA Guidelines sections 15301 and 15304). The portion of the proposed code amendments that relate to accessory dwelling units are statutorily exempt from CEQA pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h), which exempts adoption of ordinances regarding accessory dwelling units. The project is also covered by CEQA Guidelines Section 15061(b)(3), "common sense rule," in that by its general nature, the project is an activity undertaken that has no potential for a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

SECTION 6. That the specified sections of the Municipal Code and Zoning Code are amended as set forth in Exhibit “B” to this Ordinance and incorporated herein by this reference as though fully set forth herein.

SECTION 7. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 8. That as of the effective date of this Ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed. Renumbering and relabeling of existing ordinance title, chapter, article, and/or section headings by this ordinance does not affect the continuing validity of existing laws. Any existing reference to an ordinance, title, chapter, article, or section heading which is renumbered or relabeled by this ordinance must be construed to apply to the corresponding provisions contained within this ordinance.

SECTION 9. The adoption of this ordinance is not intended to affect or disrupt the continuity of the City of Escondido’s (“City”) business or administration of its law, including but not limited to the following:

- Actions and proceedings that began before the effective date of this ordinance;
- Prosecution for ordinance violations committed before the effective date of this ordinance; and/or
- The amount, or collection, of license, fee, penalty debt, forfeiture, or obligations due and unpaid as of the effective date of this ordinance.

SECTION 10. That the City Clerk is hereby directed to certify to the passage of this Ordinance and to cause the same or a summary to be prepared in accordance with Government Code Section 36933, to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

PL 20-0636

FACTORS TO BE CONSIDERED / FINDINGS OF FACT

Municipal and Zoning Code Amendment Determinations:

1. Over the years, staff and customers have found certain sections of the Municipal Code and Zoning Code are vague, unclear, or conflicting, which results in confusion and disagreement in code interpretation. It is important that the City of Escondido review policies and procedures on an on-going basis to ensure a customer-focused government through transparent services and positive organizational culture.
2. The Planning Division maintains a regular process and schedule for maintaining the City's codes and regulations. Those issues that have been identified are being addressed as part of this clean-up effort, whereby all code amendments have been combined in a single batch, called an omnibus. Additional items to correct or improve the Zoning Code may be considered in the next annual omnibus code clean-up cycle.
3. The Planning Commission's recommendation is based on applicable factors pursuant to Section 33-1263 of the Escondido Zoning Code. The public health, safety, and welfare would not be adversely affected by the proposed batch of Zoning Code Amendments because they correct internal inconsistencies, improve readability, update references to other code sections or regulatory documents, codify prior interpretations, and make the code consistent with changing state or federal regulations. The proposed batch of Zoning Code amendments would be consistent with the goals and policies of the General Plan because they address changes in state laws, correct errors, and improve existing regulations to eliminate uncertainty for staff, customers, and the public. This effort is not intended to be a comprehensive update to the local code or change land use densities or intensities. The proposed Zoning Code amendments do not conflict with any specific plan.

PROPOSED ZONING CODE AMENDMENTS

PL 20-0636

CHAPTER 32. SUBDIVISIONS.

ARTICLE 1. GENERAL PROVISIONS.

Sec. 32.102. Definitions.

DENSITY: The number of residential dwelling units per acre of lot area excluding areas of remainder parcels, areas of nonresidential development, the panhandle portion of a flag lot, and areas of dedication for street rights-of-way, adjustments for floodways as defined by the Federal Emergency Management Agency (FEMA — see Flooding Map) or the City, slope categories, and other environmental factors as designated.

ARTICLE 1. GENERAL PROVISIONS AND DEFINITIONS

Sec. 33-6. Interpretation.

(a) In interpreting and applying the provisions of this chapter, they shall be held to be the minimum requirements for the promotion of the public peace, health, safety, convenience, comfort, prosperity or general welfare.

(1) The provisions of this Zoning Ordinance apply to all zones and all uses of land unless otherwise stated. The provisions shall be regarded and applied as the minimum requirements and maximum potential limits for the promotion of public health, safety, comfort, convenience, and general welfare of the City and its residents. When this Zoning Ordinance provides for discretion on the part of a City official or body, that discretion may be exercised to impose more stringent requirements than identified in this Zoning Ordinance, as may be necessary to promote orderly land use development and the purposes of this Zoning Ordinance.

(2) Any provisions of an adopted specific plan related to subjects contained in the Zoning Ordinance shall prevail over the provisions of the Zoning Ordinance to the extent of any conflict between the Zoning Ordinance and the specific plan.

(3) It is not intended by this chapter to abrogate, annul, impair or interfere with any existing or future provision of law or ordinance or with any easements, covenants or other agreements between parties; provided, however, that where this chapter imposes a greater restriction upon the use or occupation of buildings or premises or upon the height or location of buildings or structures or upon the lot area per family, size of yards and open spaces, number of garages or other requirements whatsoever, than is imposed or required by such existing laws, ordinances, easements, covenants or agreements, the provisions of this chapter shall govern.

(b) The Director shall have the responsibility and authority to interpret the meaning and applicability of all provisions and requirements of this Zoning Ordinance. Whenever the Director determines that the meaning or applicability of any of the requirements of this Zoning Ordinance

are subject to interpretation generally, or as applied to a specific case, the Director may issue an official interpretation. In any case where there is difficulty in interpreting and applying the provisions of this chapter to any specific case or situation, the Planning Commission shall upon request interpret the intent of this chapter by written policy and said interpretation shall be followed in applying said provisions.

ARTICLE 1. GENERAL PROVISIONS AND DEFINITIONS

Sec. 33-7. Permits and licenses required.

(a) All departments, officials or public employees vested with the duty or authority to issue permits or licenses where required by law shall conform to the provisions of this chapter. No such license or permit for uses, buildings, or purposes where the same would be in conflict with the provisions of this title shall be issued. Any such license or permit, if issued in conflict with the provisions hereof, shall be null and void.

(b) Permits and licenses.

(1) Building permits, pursuant to Chapter 6 of the Municipal Code.

Before commencing any work pertaining to the erection, construction, reconstruction, moving, conversion, alteration or addition to any building or structure within the City of Escondido, a permit for each separate building or structure shall be secured from the building official of said city by the owner or his or her agent for said work, and it is unlawful to commence said work until and unless said permit shall have been obtained.

(A) An approved final building inspection from the building division shall be obtained prior to any use or occupancy of the building or structure or portion thereof.

(B) Certificate of occupancy required. No occupancy of a building or structure, or a proposed use of a building or structure, can occur before a certificate of occupancy is approved and issued and the project complies with all state building regulations and provisions of this Zoning Ordinance. A temporary certificate of occupancy may be issued by the building division when determined appropriate, subject to the approval of the City Building Official.

(2) Business licenses, pursuant to Chapter 16 of the Municipal Code.

Every person engaged or intending to engage in any calling, business, occupation, or profession, in whole or in part, including the exercise of any corporate or franchise powers, within the limits of the City, whether or not an office or physical location for the business lies within the City, is required to pay an annual license fee for the privilege of doing any business and obtain a business license.

(A) No person shall be entitled or authorized to engage in business within the City until such time as the Director has approved and issued a business license pursuant to the terms of Chapter 16.

(B) Business licenses are issued for revenue purposes. The issuance or possession of a license confers no rights or privileges and only serves to prove that a business license fee has been paid for the period specified on the license certificate. Licenses are not deemed regulatory in any way and are not proof of compliance with zoning, building or any other regulations of the city.

(C) Certain business types may require additional review and approval from other departments or agencies.

ARTICLE 1. GENERAL PROVISIONS AND DEFINITIONS

Sec. 33-8. Definitions. New definitions to be inserted or replaced, maintaining the sequencing of the existing alphabetical order.

Alley means any public thoroughfare, having a width of not more than thirty (30) feet. An alley shall not be considered a street for the purposes of calculating building or structure setbacks or height.

Density means the number of residential dwelling units per acre of lot area but shall exclude areas of remainder parcels; areas of nonresidential development; the panhandle portion of a flag lot; and areas of dedication for street rights-of-way, adjustments for floodways as defined by the Federal Emergency Management Agency (FEMA — see Flooding Map) or the City, slope categories, and other environmental factors as designated. Minimum and maximum density calculations for an individual site shall utilize the net lot area to determine the applicable number of dwelling units. Any density calculation that results in a fractional unit shall be rounded down to the next whole number.

Floor area means the total area of all floors and interior habitable area of a building included within the outside faces of the building's exterior walls, exclusive of basement and attic storage space and areas within a building used for the parking of vehicles.

Floor area ratio (also FAR) is the ratio of a building's floor area divided by the net lot area. FAR is expressed as a decimal unit.

Guest house means any living quarters that is no more than 1,000 square feet within a detached accessory building for the sole use of persons employed on the premises or for temporary use by guests of the occupants of the premises, which living quarters have no kitchen facilities and are not rented or otherwise used as a separate dwelling.

Kitchen means any portion of an accessory living quarters arranged for or conducive to the preparation or cooking of food, by the inclusion of a sink, garbage disposal, hot water line, and dishwasher; place of not less than 10 cubic feet to accommodate a refrigerator; 220 AC or 240-volt electrical outlet or stove; storage cabinets and counter space that are of reasonable size in relation to the building; and any other item required by the Building Code. An *efficiency kitchen* shall be considered to have the same features as a kitchen, but is smaller in size and scope in relation to the land use activity or building. At a minimum, the size and scope of an efficiency kitchen should meet or exceed the following criteria: a sink with a maximum waste line of 1.5 (1 1/2) inches, a cooking facility with appliances that has electrical service of 120 volts, a food preparation counter, and storage cabinets.

Lot means:

(1) A parcel of real property shown as a delineated parcel of land with a number and other designation on the final map of subdivision recorded in the office of the county recorder of San Diego County; or

(2) A parcel of land, the dimensions or boundaries of which are defined by a record of survey maps recorded in the office of the county recorder of San Diego County in accordance with the law regulating the subdivision of land; or

(3) A parcel of real property not delineated as in subsection (1) or (2) of this definition, and containing not less than the prescribed minimum area required in the zone in which it is located and which abuts at least one (1) public street or easement which the planning commission has designated adequate for access purposes, and is held under one (1) ownership.

(4) The various definitions in this category are as follows:

(A) *Lot area (gross)* means the total area measured in a horizontal plane, included within the lot lines of a lot or parcel of land.

(B) *Lot area (net)* means lot area excluding areas of remainder parcels, areas of nonresidential development, the panhandle portion of a flag lot, and areas of dedication for street rights-of-way; adjustments for floodways as defined by the Federal Emergency Management Agency (FEMA — see Flooding Map) or the City; slope categories; and other environmental factors as designated. The net lot area shall be used in the calculation of minimum allowed residential density, project floor area/lot coverage calculations, and other standards or requirements as so specified.

(C) *Lot coverage* means the total horizontal area of a lot, parcel or building site covered by any building which extends more than three (3) feet above the surface of the ground level and including any covered car parking spaces. Covered patios shall not be considered as lot coverage provided that said patio is not more than fifty (50) percent enclosed.

(D) *Lot depth* means the horizontal length of a straight line connecting the bisecting points of the front and the rear lot lines.

(E) *Lot width* means the horizontal distance between the side lot lines measured at right angles to the line comprising the depth of the lot at a point midway between the front and rear lot lines.

(F) *Cul-de-sac lot* means an interior lot taking access from and having frontage primarily on the bulb of a cul-de-sac.

(G) *Flag lot* means a lot in the approximate configuration of a flag pole, panhandle, or sign post, with the pole or post functioning primarily as an access way to the main body of the lot from the street of access, meeting the requirements of Section 33-1084. In determining setbacks for a flag lot, the handle or access portion of the lot shall not be used to determine building setbacks. The Director shall determine the front, side, and rear of a flag lot for the purposes of identifying setbacks and yards, guided by the relationship of the lot and to surrounding lots and structures.

Low Barrier Navigation Center means a low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services,

shelter, and housing. *Low Barrier* means best practices to reduce barriers to entry, as further defined in Government Code section 65660.

ARTICLE 1. GENERAL PROVISIONS AND DEFINITIONS

Sec. 33-14. Zoning districts.

(a) In order to carry out orderly growth and development in the city, this chapter provides for various zoning classifications (e.g., R-1, R-2, R-3, etc.) in order to promote and protect the public health, safety, convenience and general welfare of the inhabitants, and through the orderly and planned use of land resources which are presently a part of said city, or which may become a part thereof in the future.

(b) The boundaries of all zones shall be shown on an "official zoning map" maintained by the Director, which is made a part of this chapter. Whenever the boundaries of zones are changed, or property is reclassified to another zone pursuant to Article 61, the Director shall alter the official zoning map to reflect such changes.

ARTICLE 1. GENERAL PROVISIONS AND DEFINITIONS

Sec. 33-15. Zoning district boundary uncertainty.

In the event of any conflict between the official zoning map and any legal description or other designation of the boundary or boundaries of any zoning district, or where any uncertainty exists as to the boundary or boundaries of any zoning district shown on the official zoning map, the official zoning map shall prevail and the location of such boundary or boundaries shall be fixed as follows:

(a) Where such boundaries are indicated by scales as approximately following street, alley or lot lines in existence at the time the zoning district map(s) was adopted, such lines shall be construed to be such boundaries.

(b) Where any public street, alley or any private right-of-way or easement of any railroad, railway, canal, transportation or public utility company is vacated or abandoned, the existing zone which abuts said land shall apply to such vacated or abandoned property, then each such zone shall be considered to extend to the centerline of said vacated or abandoned property.

(c) In unsubdivided land or where a zoning district boundary divides a parcel, the location of such boundary, unless same is indicated by dimensions, shall be determined by use of the scale appearing on the map

ARTICLE 6. RESIDENTIAL ZONES

Sec. 33-95. Permitted accessory uses and structures.

(a) Accessory uses and structures are permitted in residential zones, provided they are incidental to, and do not substantially alter the character of the permitted principal use or structure. Such permitted accessory uses and structures include, but are not limited to, those listed in Table 33-95.

(1) When provided by these regulations, it shall be the responsibility of the Director to determine if a proposed accessory use is necessarily and customarily associated with, and is appropriate, incidental, and subordinate to, the principal use, based on the Director's evaluation of the resemblance of the proposed accessory use to those uses specifically identified as accessory to the principal uses and the relationship between the proposed accessory use and the principal use.

ARTICLE 6. RESIDENTIAL ZONES

Sec. 33-102. Accessory building setback requirements.

(a) Accessory buildings or structures that are attached to the main building shall conform to the front, side, or rear yard setback requirements of the underlying zone for the main building, except as specified herein.

(1) Patios, when enclosed on three (3) sides or less may extend into the rear setback a maximum of fifty (50) percent of the required depth of that setback, pursuant to Section 33-1079.

(2) Allowed projections into setbacks pursuant to Section 33-104.

(3) Animal enclosures pursuant to Section 33-145 and Section 33-146.

(b) Detached accessory buildings or structures.

(1) Front yard setbacks. Detached accessory buildings shall conform to the front yard setback requirements of the underlying residential zone.

(2) Side yard setbacks for detached accessory buildings.

(A) The interior side setback of any detached accessory building located less than seventy (70) feet from the front property line in single- and multi-family zones, or fifty (50) feet from the front property line in the R-T zone (unless superseded by Title 25), shall be the same as that required for the main building, pursuant to Table 33-100.

(B) A detached accessory building may be located on a side property line that is not contiguous to a street if, and only if, all of the following conditions are met:

(i) The building is located seventy (70) feet, or more, from the front property line (fifty (50) feet in the R-T zone, unless superseded by Title 25); and

(ii) Has facilities for the discharge of all roof drainage onto the subject lot or parcel of land; and

(iii) The building does not require a building permit.

(C) A detached accessory building shall have a minimum side setback of ten (10) feet for a side property line which is contiguous to a street.

(D) A detached accessory building having direct vehicular access from an alley shall be located not less than twenty-five (25) feet from the edge of the alley farthest from the building.

(E) A detached accessory building that is seventy (70) feet or more from the front property line in single- and multi-family zones, or fifty (50) feet in the R-T zone, but which does not meet the requirements of subsection (B) above, may not be located closer than five (5) feet from the interior side property line in single- and multi-family zones, or three (3) feet in the R-T zone (unless superseded by Title 25).

(3) Rear yard setbacks.

(A) No detached accessory building shall be situated on the rear property line in the R-T zone unless superseded by Title 25.

(B) A detached accessory building may be located on the rear property line in all residential zones (except the R-T zone) if, and only if, all the following conditions are met:

(i) The building does not require a building permit; and

(ii) Has facilities for the discharge of all roof drainage onto the subject lot or parcel of land.

(C) For detached accessory buildings that do not meet the conditions listed in subsection (B), a building(s) may be located within a required rear yard setback area in all residential zones, but only in the following circumstances:

(i) In the R-A and R-E zone districts, a building(s) may be located within a required rear yard setback area provided that such building(s) is located no closer than ten (10) feet to a rear lot line, and shall not cover more than fifty (50) percent of the width of the rear setback area.

(ii) In all other single-family and multi-family zones (except the R-T zone), the building(s) may be located within the rear yard setback provided that a minimum of five (5) feet is maintained, and a building(s) shall not cover more than fifty (50) percent of the width of the rear setback area. Additional usable open space requirements may apply on the premises, depending on the requirements of the underlying zoning district.

(D) An accessory building having direct vehicular access from an alley shall be located not less than twenty-five (25) feet from the edge of the alley farthest from the building.

(E) On a reverse corner lot the rear property line of which is also the side property line of the contiguous property, an accessory building shall be located not less than five (5) feet from the rear property line.

(c) Accessory dwelling units (attached or detached) shall conform to the front, side, and rear yard setback requirements of the underlying residential zone for the main building, unless otherwise permitted by Article 70.

ARTICLE 6. RESIDENTIAL ZONES

Sec. 33-103. Accessory buildings and building requirements.

(a) Accessory buildings located within a required side or rear yard setback area for the primary structure shall be limited to one (1) story and sixteen (16) feet in height.

(b) Accessory buildings are subject to the property development standards as set forth in Section 33-107, building requirements, generally.

(1) In addition to the restrictions of Section 33-107, a guest house or accessory dwelling unit shall not have a total floor area that exceeds fifty (50) percent of the existing living area of the main building, unless otherwise permitted pursuant to Article 70.

(2) A guest house may be attached to an accessory dwelling unit provided that the overall combined floor area of the combined building or structure does not exceed seventy-five (75) percent of the main unit.

(c) The minimum distance between the residence (or main building) and a detached accessory building shall be ten (10) feet. If the residence (or main building) and detached accessory building are both one (1) story in height, then the minimum separation requirement may be reduced to five (5) feet. A minimum of five (5) feet is maintained for clear access between the detached accessory building and any other building or structure.

(d) Nothing in this section or in Section 33-107 shall be construed to limit the development of an accessory dwelling unit in the location and manner as specified by Article 70.

ARTICLE 6. RESIDENTIAL ZONES

Sec. 33-107. Building requirements, generally.

Add the following footnote to the building requirement table.

Table 33-107

Building Requirements	R-A	R-E	R-1	R-2	R-3	R-4	R-5	R-T*
Minimum distance between residence and accessory buildings (feet)	10 ⁵	10 ⁵	10 ⁵	10 ⁵	10 ⁵	10 ⁵	10 ⁵	10 ⁵

Notes:

- 1 Buildings or structures in excess of one (1) story and located adjacent to single-family zoned land, shall provide a setback equal to the abutting setback required by the single-family zone standards, plus five (5) additional feet for each story over two (2) on the property line(s) abutting the single-family zone(s) as noted in sections 33-100 and 33-101. Additionally, building features such as windows, doors, balconies, etc., bulk and scale shall not adversely affect the adjacent single-family property.
- 2 Area is exclusive of porches, garages, carports, entries, terraces, patios or basements.
- 3 FAR is the numerical value obtained by dividing the total gross floor area of all buildings on the site by the total area of the lot or premises.
- 4 Except that the maximum FAR for the RE-20 zone shall be 0.5; and for the RE-170 and RE-210 zones the maximum FAR shall be 0.3.
- 5 Pursuant to Section 33-103(c), if the residence (or main building) and detached accessory building are both one (1) story in height, then the minimum separation requirement may be reduced to five (5) feet, unless a greater distance is required by local building and fire code requirements for fire separation.

* Requirements apply unless superseded by Title 25.

ARTICLE 16. COMMERCIAL ZONES

Sec. 33-332. Principal land uses. Table 33-332 PERMITTED AND CONDITIONALLY PERMITTED PRINCIPAL USES

Delete the following use category from the principal land use table.

Use Title	CG	CN	CP
Mobilehome parks or travel trailer parks* (Articles 45 & 46)	C		

Add the following use category(ies) to the principal land use table.

Use Title	CG	CN	CP
Car-wash, polishing, vacuuming, or detailing (primary or accessory use)* (Article 57)	C		
Low Barrier Navigation Center (only in mixed use overlay areas that are zoned for mixed use and nonresidential zones permitting multi-family uses)	P	P	P

ARTICLE 16. COMMERCIAL ZONES

Sec. 33-333. Permitted accessory uses and structures.

(a) Accessory uses and structures are permitted in commercial zones, provided they are incidental to, and do not substantially alter the operating character of the permitted principal use or structure as determined by the director of community development. Such permitted accessory uses and structures include, but are not limited to, those listed in Table 33-333.

(1) When provided by these regulations, it shall be the responsibility of the Director to determine if a proposed accessory use is necessarily and customarily associated with, and is appropriate, incidental, and subordinate to the principal use, based on the Director's evaluation of the resemblance of the proposed accessory use to those uses specifically identified as accessory to the principal uses and the relationship between the proposed accessory use and the principal use.

Article 19. PLANNED DEVELOPMENT ZONE

Sec. 33-401. General provisions and standards for planned development.

(a) In the event of conflict between any other provision of the Escondido Zoning Code and a requirement of a planned development zone, the requirement of the planned development zone shall prevail.

(b) Planned development zones shall only be established on parcels of land which are suitable for and of sufficient size to be planned and developed in a manner consistent with the purposes of this article.

(c) Planned development zones shall be in conformity with the Escondido General Plan and any applicable specific plans. A planned development zone shall not be adopted without findings that the proposed planned development conforms to such plans and policies relative to compliance with the general location, amounts and densities of such uses as set forth in the Escondido General Plan; or in any applicable specific plans.

(d) Planned development zones may combine a variety of land uses. Mixed uses may include any skillful combination of residential, commercial, industrial and agricultural uses, and may occur among or within buildings as long as the uses are compatible with each other and with existing and potential uses surrounding the zone.

(1) To ensure that the purpose and provisions of a formally adopted zoning district or specific plan of record shall be conformed to, land use activities shall be limited exclusively to such uses as are permitted or conditionally permitted in the underlying zone or specific plan to which the site is classified.

(e) Compliance with the requirements of a master development plan is necessary for any person or public agency to lawfully establish, construct, occupy, maintain, reconstruct, alter, expand, or replace any use of land or structure within the planned development zone.

(1) The zoning standards in effect immediately prior to the planned development zoning, if consistent with the underlying General Plan designation, shall apply regarding specified properties within a planned development zone that are not associated with a master development plan. Otherwise, those properties not associated with a master development plan shall be subject to the nonconforming use provisions of Article 61.

(f) The general provisions, conditions, and exceptions applicable to all zoning districts and specific plans shall be applied as presented to all sites in a planned development zone, unless a different regulation or standard is prescribed and enacted as part of this article.

(1) Development standards including, but not limited to, area, coverage, light and air orientation, building height, sign placement and design, site planning, street furniture placement and design, yard requirements, open spaces, off-street parking and screening for planned developments, shall be governed by site-specific standards which shall be adopted as part of the zone. Such standards shall result in a superior development that presents enhanced design in all facets of the project (site, architecture, materials, amenities, landscaping, etc.) for an overall high quality planned development.

ARTICLE 26 INDUSTRIAL ZONES

Sec. 33-564. Land Uses. Table 33-564 PERMITTED AND CONDITIONALLY PERMITTED PRINCIPAL USES

Add the following text to the car-wash use category(ies) in the permitted and conditionally permitted land use table.

Use Title	I-O	M-1	M-2	I-P
Car-wash, polishing, vacuuming, or detailing (primary or accessory use) (subject to Article 57)		C	C	

Article 39. OFF-STREET PARKING

Sec. 33-765. Parking spaces required.

Add or modify the following use category(ies) to the parking spaces required table.

Emergency Shelter	Two (2) spaces per facility plus one (1) space for each employee. Emergency shelters must also provide adequate provisions for loading and unloading or pick-up and drop-off zones.
Machinery sales and repair garages	One (1) parking space for each one thousand (1,000) square feet of display floor area; one (1) space for each eight hundred (800) square feet of storage area; and one (1) space for each two hundred fifty (250) square feet of garage floor area.
Car dealerships and motor vehicle sales (excluding motorcycles)	Indoor space: one (1) parking space for each two thousand (2,000) square feet of floor area. Outdoor space: Employee and customer parking of no fewer than three (3) spaces shall be provided at a minimum, provided that one (1) additional employee/customer parking space shall be required for each additional twenty (20) spaces used for outdoor storage or outdoor display. Exceptions to these requirements may be reviewed and considered as part of a CUP.

ARTICLE 40. HISTORICAL RESOURCES

Sec. 33-798. Permits and permit procedures.

(e) Review processes. Following the planning division's receipt of a complete application, the director shall determine the appropriate review process as follows:

(1) Minor projects. Minor projects shall be subject to planning division staff review.

Minor projects include:

(A) Placement or removal of exterior objects and the restoration and exterior changes to materials (siding, brick, stucco, metal, etc.) and structures including porches (columns, cornices), roofs (covering, change in shape), any painting of exterior surfaces, satellite dishes, solar collectors, freestanding walls, fences and retaining walls, and any modifications to historical signs; and

(B) The following projects involving historic resources listed on the local register and property located within an historical overlay district: painting of exterior surfaces, restoration and exterior changes to architectural details and decorative elements (fish scale, shingles, dentils, shutters), porches (trim, railing, ornamentation), exterior staircases, exterior doors, windows, skylights, mechanical systems (window units, exhaust fans, vents), storm windows and doors, security grilles, and fire escapes.

Article 57. MISCELLANEOUS USE RESTRICTIONS

Sec. 33-1109. Swimming pools.

(a) Definition. As used in this section, a swimming pool is any confined body of water, located either above or below the finished grade of the site, which exceeds one hundred (100) square feet in surface area and two (2) feet in depth, and which is designed, used or intended to be used for swimming or bathing purposes. The provisions of this section do not apply to indoor pools.

(b) Front, side and rear yards.

(1) All swimming pools constructed after the effective date of the ordinance codified in this article shall be subject to the front yard and side yard setback requirements as set forth in the applicable zoning regulation, but in no case shall a swimming pool be located closer than five (5) feet from any property line;

(2) Tanks, heating, filtering and pumping equipment shall be subject to the front yard and side yard setback requirements of the applicable zone, except that such accessories may be located within such required yards if installed entirely below the finished grade of the site and covered with a permanent protective cover. In the rear yard, tanks, filtering and pumping equipment must provide at least a five (5) foot separation to the rear lot lines.

(3) No single pool or combination of pools or spas shall cover more than fifty (50) percent of the required lot area, pursuant to Section 33-1079.

(c) Fence requirements and protection measures against drowning.

(1) Every swimming pool shall be enclosed by a natural barrier, wall, fence and/or other structure having a minimum height of five (5) feet and constructed or situated so as to prevent unauthorized entrance thereto. Such fence, structure or wall shall not occupy a front yard required by applicable zoning regulations but may occupy a side or rear yard so required;

(A) The enclosing wall or fence shall comply as an enclosure as defined in the Swimming Pool Safety Act (Health and Safety Code section 115923) and the International Swimming Pool and Spa Code;

(B) The fence, gate and all other protective devices shall meet all fire exit requirements and other applicable provisions of law; and

(C) Public pools and pools associated with multi-family facilities are subject to pool enclosure and safety feature provisions regulated by the Department of Environmental Health.

(2) Swimming pools require the following measures against drowning or injury:

(A) At least two (2) non redundant additional safety features listed in Health and Safety Code section 115922, accepted by the City Building Official; and

(B) Other safety feature provisions deemed necessary by the City Building Official for entrapment avoidance.

(d) Variances and exemptions. The building inspector may waive the fencing requirements of this section upon an adequate showing that an alternative safeguard against unauthorized entry to the swimming pool exists or will be provided, and that the physical conditions of the site make the erection of a fence or wall impractical.

Article 57. MISCELLANEOUS USE RESTRICTIONS

Sec. 33-1114. Vehicle sales, vehicle repair services, fleet storage and tow yard storage, and junkyards and wrecking yards.

(c) Car Dealerships and Tractor or Heavy Truck Sales, Storage, or Rental. Car dealerships and tractor or heavy truck sales shall be allowed as provided in any Permitted and Conditionally Permitted Principal Use Matrix and shall comply with the development standards of the zoning district, general development standards of subsection (a) above, and this subsection. No dealership project shall be granted a permit unless the following requirements are satisfied:

(1) That the area controlled by the business is of sufficient size to allow storage or display of on-site of vehicles in paved and lined spaces no smaller than eight and one-half (8 1/2) feet in width and eighteen (18) feet in length. Employee and customer parking of no fewer than three (3) spaces shall be provided at a minimum, provided that one (1) additional employee/customer parking space shall be required for each additional twenty (20) spaces used for storage or display. Additional off-street parking may be required pursuant to Article 39.

(2) Display. All vehicle inventory must be stored on-site and not in the public right-of-way.

(3) Landscaping. The vehicles and other display materials shall be set back five (5) feet from a street and shall not be located in required parking areas. Wheel stops or some other type of protective device shall be provided as necessary to prevent vehicles from damaging fences, walls, buildings or landscaped areas, or from extending across any public or private property lines. A landscape planter a minimum of five (5) feet wide shall be provided along all street frontages, subject to Water Efficient Landscape Standards and street tree planting standards. Said landscaping shall be continuous and include a decorative planter area at the corner of intersecting streets unless a building is located at the corner or otherwise prevents continuity.

(d) Vehicle Repair Services. Vehicle repair services shall be allowed as provided in any Permitted and Conditionally Permitted Principal Use Matrix and shall comply with the development standards of the zoning district, general development standards of subsection (a)

above, and this subsection. No vehicle repair services project shall be granted a permit unless the following requirements are satisfied.

(1) All tires, barrels, new or discarded auto parts, vehicles under repair and other storage of materials used or sold on the premises must be stored and maintained inside the building if in a CG commercial zone (section 33-337), M-1 industrial zone (section 33-571), or similar zone district; or screened from view from adjacent properties and streets by a solid screen barrier in the M-2 industrial zone (Section 33-571).

(A) Outdoor storage of non-operational vehicles is prohibited in all zones, subject to subsection (5), unless authorized as a permitted or conditionally permitted use (refer to "tow yard and storage") and reviewed and approved for code compliance.

(B) No person engaged in conducting or carrying on the business of an auto repair shop as defined in the Zoning Code shall store, display or park upon a public street or highway any motor vehicle in his/her possession or under his/her control between the hours of 5:00 p.m. and 7:00 a.m., including Saturdays, Sundays, and holidays.

(C) No person engaged in conducting or carrying on the business of an auto repair shop as defined in the Zoning Code, shall repair, remodel, overhaul, recondition or paint any automobile, other motor vehicle, or any parts thereof, in his/her possession or under his/her control, upon any public street or highway.

(2) Residential and street adjacency. All new structures shall be oriented to face building, workstation, and service bay entrances, away from abutting residential properties and the public right-of-way to the extent practicable.

(3) Service bays shall be screened from adjacent properties and public view by a wall, fence, hedge or other appropriate plant or landscape material between the service bay and the property line to the extent practicable. Solid fencing or walls shall be constructed of brick, block, stone or frame-stucco. An ornamental masonry wall shall be provided along all property lines that abut property used or zoned for residential purposes. Screening shall minimize the visual impact to the extent appropriate, through means of placement, barrier, or camouflage. Screening shall be designed to blend into the surrounding architecture or landscape so that the object or land use is not apparent to the casual observer. The face of all screen walls facing public rights-of-way shall be landscaped with shrubs, trees, and climbing vines. Use of walls and screening techniques shall meet crime prevention standards and provide graffiti deterrence elements.

(4) Landscaping required. A landscape planter a minimum of five (5) feet wide shall be provided along all street frontages, subject to Water Efficient Landscape Standards and street tree planting standards. Said landscaping shall be continuous and include a decorative planter area at the corner of intersecting streets unless a building is located at the corner or otherwise prevents continuity.

(5) Automobiles that are drivable in their present condition and are awaiting repairs are not considered to constitute "storage." Transported automobiles must be repairable and may be stored on the site if they are intended to be repaired. Vehicles or equipment parked or stored on the site shall not be used as a source of parts and shall not be sold unless the business is also licensed for vehicle or equipment sales. A vehicle that is not in working order shall not be stored on such premises for more than forty-eight (48) hours, excluding days when business transactions do not take place such as public holidays or the weekend. Vehicles shall not be wrecked or dismantled; shall have hoods, trunks and doors closed.

(6) Tow truck operation incidental to repair. No commercial tow truck, tractor, trailer or semi-trailer, designed to pull or transport passenger automobiles, may be parked on the premises of a "auto supply stores with incidental installations" or "limited auto repair" station or service garage for more than four (4) hours within any twenty-four (24) hour period, except in case of emergency. Exceptions to exceed the four (4) hour limitation may be granted for "general repair" and "commercial vehicle repair" facilities as determined by the permit review authority. The storage of these trucks must be within an enclosed building or service bay of a commercial or industrial zone (CG, M-1, or M-2); or be located in the rear half of the lot of an industrial zone (M-1 or M-2 Zone) and be enclosed by a six (6) foot high solid wall or fence with solid gates.

Article 57. MISCELLANEOUS USE RESTRICTIONS

Section 33-1116. Household pets in the residential zones.

(d) Adult rabbits, white mice, chipmunks, squirrels, chinchillas, guinea pigs, hamsters and the like, only in accordance with the following schedule:

R-A, R-E zone	Up to 25 total
R-1 zone	Up to four (4) total
R-T, R-2, R-3 and R-4 zones	Up to two (2) total

Article 70. ACCESSORY DWELLING UNITS AND JUNIOR DWELLING ACCESSORY UNITS

Sec. 33-1473. Occupancy limitations.

(a) Allowed use.

(1) One attached or detached accessory dwelling unit may be permitted in conjunction with an existing or proposed single-family residence on a lot zoned for single-family or multifamily residential use.

(A) The accessory dwelling unit is either attached to, or located within, the proposed or existing main building or attached garages, storage areas, or similar use; or a detached accessory structure and located on the same lot as the proposed or existing single-family home.

(B) An accessory dwelling unit may be permitted on a lot where a junior accessory dwelling unit exists or is proposed.

(2) One junior accessory dwelling unit may be permitted in conjunction with an existing or proposed single-family residential use.

(A) The junior accessory dwelling unit is located within the proposed or existing main building or attached garages, storage areas, or similar use.

(B) A junior accessory dwelling unit may be permitted on a lot where an accessory dwelling unit exists or is proposed.

(3) Number of accessory dwelling units on legal lots with existing or proposed multifamily dwelling units:

(A) Shall be permitted to construct at least one accessory dwelling unit within the portions of existing multifamily dwelling structures ~~that are not used as livable space~~ and shall allow up to twenty-five (25) percent of the existing multifamily dwelling units.

(B) Not more than two (2) accessory dwelling units are permitted that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling.

(b) Owner-occupied.

(1) The owner-occupancy requirement shall not be applied to any accessory dwelling unit.

(2) A junior accessory dwelling unit may be used as habitable space, only so long as either the remaining portion of the main dwelling unit, or the newly created junior accessory dwelling unit is occupied by the owner of record of the property, unless otherwise exempted by this section.

(A) Owner-occupancy for a junior accessory dwelling unit shall not be required if the owner is an agency, land trust, or housing organization.

(3) Deed restriction. The city shall require the recordation of a deed restriction if owner-occupancy is required pursuant to this section.

(A) Prior to issuance of a building permit, the property owner shall execute a deed restriction setting forth the owner-occupancy requirements, in a form and substance satisfactory to the director of community development and city attorney's office, which shall be recorded in the office of the county recorder. The covenant shall also include the following terms and limitations:

(i) A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, and shall not be subdivided in any manner that would authorize such sale or ownership.

(ii) A statement that the deed restriction may be enforced against future purchasers and the restrictions shall be bindings upon any successor in ownership of the property.

(iii) The junior accessory dwelling unit shall be a legal unit, and may be used as habitable space, only so long as the owner of record of the property occupies the premises.

(iv) A restriction on the size and attributes of the junior accessory dwelling unit that conforms with this section, and if applicable the occupancy limitations of the California Health and Safety Code Section 17958.1.

(c) All local building and fire code requirements apply, as appropriate, to accessory dwelling units and junior accessory dwelling units.

(1) A certificate of occupancy shall not be issued for the accessory dwelling unit and/or junior accessory dwelling unit until the building official issues a certificate of occupancy for the main building.

(2) Prior to approval on properties with a private sewage system, approval by the County of San Diego Department of Environmental Health, or any successor agency, may be required.

(d) The accessory dwelling unit and/or junior accessory dwelling unit is not intended for sale, except in conjunction with the sale of the primary residence and property.

(e) The accessory dwelling unit and junior accessory dwelling unit may be rented separate from the primary residence, but only with a rental agreement and with terms greater than thirty (30) days.

(f) The accessory dwelling unit and/or junior accessory dwelling unit shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the premises.

(1) The accessory dwelling unit and/or junior unit shall be deemed to be a legal unit and permit such accessory use of property, which use is specifically identified by the accessory use regulations for the underlying zone; and shall allow such other accessory uses which are necessarily and customarily associated with such principal residential use of the premises, except as otherwise provided by this subsection.

(A) An accessory dwelling unit and/or junior accessory dwelling unit shall be deemed an independent dwelling unit for the sole purpose of establishing a home occupation permit within the accessory dwelling unit and junior accessory dwelling unit, subject to the terms and limitations of Article 44. The limitations for home occupations shall be shared with the principal use and/or main building.

(B) No more than the quantities of animals specifically listed in Table 33-95(a) of Article 6 or section 33-1116 of Article 57 is permitted on the premises. The limitations for animal keeping and household pets shall be shared with the principal use and/or main building.

(C) For all other accessory use of property, the accessory dwelling units and/or junior accessory dwelling unit shall be controlled in the same manner as the principal use within each zone, and shall not expand or be conveyed separately from the primary use. When provided by these regulations, it shall be the responsibility of the director of community development to determine if a proposed accessory use is necessarily and customarily associated with, and is appropriate, incidental, and subordinate to the principal use, accessory dwelling unit, and/or junior accessory dwelling unit, based on the director's evaluation of the resemblance of the proposed accessory use and the relationship between the proposed accessory use and the principal use

Article 70. ACCESSORY DWELLING UNITS AND JUNIOR DWELLING ACCESSORY UNITS

Sec. 33-1474. Development standards.

(a) Accessory dwelling units shall be subject to all development standards of the zone in which the property is located, except as modified below. Notwithstanding, this section shall be interpreted liberally in favor of accessory dwelling unit construction. Furthermore, any property development standard provided herein that regulates the minimum or maximum size for an accessory dwelling unit, size based upon a percentage of the proposed or existing primary dwelling, or limits on lot coverage, floor area ratio, open space, and minimum lot size, for either attached or detached dwellings shall permit at least an eight hundred fifty (850) square foot accessory dwelling unit to be constructed in compliance with all other local development standards and building code requirements.

(1) Number of bedrooms. There is no allowed limit on the number of bedrooms provided that the accessory dwelling unit and/or junior accessory dwelling unit complies with local building and fire code requirements.

(2) The accessory dwelling unit shall be provided with a separate exterior entry. The accessory dwelling unit shall not have direct, interior access into the main building.

(3) The accessory dwelling unit shall include separate bath/sanitation facilities and include a separate kitchen.

(4) Setbacks. Attached and detached accessory dwelling units, other than those structures otherwise regulated within this section, may have a building height and setbacks as outlined for accessory residential structures of the underlying zone, except that a setback of no more than four (4) feet from the side and rear lot lines shall be required for a detached accessory dwelling unit. Roof eaves and other architectural projections for accessory dwelling units shall comply with section 33-104.

(A) An accessory dwelling unit proposed to be constructed above an existing detached garage shall have a minimum four (4) foot setback to side and rear property lines.

(B) No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit. The accessory dwelling unit may include an expansion of not more than one hundred fifty (150) square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress, subject to the terms and limitations of this article.

(5) Maximum unit size. The maximum accessory dwelling unit size is determined by the size of the lot as provided in Table 33-1474. The living area of the accessory dwelling unit shall not exceed more than fifty (50) percent of the existing or proposed living area of the primary residence.

(A) If authorized by the underlying zoning, an accessory dwelling unit may be attached to a guest house provided that the overall combined floor area of the combined building or structure does not exceed seventy-five (75) percent of the main unit.

(B) When an accessory dwelling unit is attached to other accessory building(s) or structure(s), such as a garage, carport, or patio cover, the overall combined building area of the structure(s) shall not exceed the existing floor area of the main residence.

Table 33-1474

Lot size	Maximum Permitted Accessory Dwelling Unit Size	
	<i>1 bedroom or less</i>	<i>More than 1 bedroom</i>
Less than 20,000 square feet	850 square feet	1,000 square feet
20,000 square feet or more	1,000 square feet	1,000 square feet

(6) Minimum unit size. The minimum permitted size of an accessory dwelling unit shall be the size of an efficiency unit as defined by the California Health and Safety Code Section 17958.1. The minimum unit size of the residential zone shall not apply to the accessory dwelling

unit that is built on the same legal lot as the primary residence in compliance with all local development standards.

(7) Height. Accessory dwelling units shall conform to the height limits of the zone.

(8) Lot coverage. The combined area of all structures on a lot shall conform to the lot coverage limitation of the zone in which the property is located.

(b) Junior accessory dwelling units, as constructed within the existing or proposed single-family residence, shall be subject to all development standards of the zone in which the property is located, except as modified below.

(1) Number of bedrooms. A maximum of one (1) bedroom shall be permitted.

(2) The junior accessory dwelling unit shall be provided with a separate exterior entry and may have direct, interior access into the main building.

(3) A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

(4) The junior accessory dwelling unit shall include an efficiency kitchen.

(5) Maximum unit size. The maximum junior accessory dwelling unit size shall not exceed 500 square feet in total floor area and shall be contained entirely within an existing or proposed single-family residence and may include an expansion of not more than one hundred fifty (150) square feet beyond the same physical dimensions of the existing residence to accommodate ingress and egress.

(6) Minimum unit size. The minimum permitted size of a junior accessory dwelling unit shall be the size of an efficiency unit as defined by the California Health and Safety Code Section 17958.1. The minimum unit size of the residential zone shall not apply to the junior accessory dwelling unit that is built on the same legal lot as the primary residence in compliance with all local development standards.

(7) Except as provided herein, a junior accessory dwelling unit shall comply with all other zoning code standards, including but not limited to setbacks, building height, floor area ratio, and lot coverage.

(c) Parking requirements.

(1) Notwithstanding any other law, the city will not impose parking standards for an accessory dwelling unit or junior accessory dwelling unit.

(2) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, replacement parking is not required.

(d) Design of the unit.

(1) Access doors and entry for the accessory dwelling unit shall not be oriented to the nearest adjacent property line or create a second "front door" that is comparable to the main entrance.

(2) The accessory dwelling unit's color and materials must match those of the primary residence. The director shall review accessory dwelling unit applications to ensure the addition is integrated with the primary structure with respect to roof design, height, compatible materials, color, texture, and design details. If the accessory dwelling unit is an addition to a site with known historic resources or has been determined to have historic value by the director, all improvements

shall retain the historical and/or architectural value and significance of the landmark, historical building, or historical district as specified by Section 33-1475. The improvements shall be compatible with and retain the texture and material of the primary building(s) and/or structure(s) or its appurtenant fixtures, including signs, fences, parking, site plan, landscaping and the relationship of such features to similar features of other buildings within an historical district.

(e) Addresses. The addresses of both units shall be displayed in such a manner that they are clearly seen from the street.

(f) Fire sprinklers. Accessory dwelling units and junior accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

Article 70. ACCESSORY DWELLING UNITS AND JUNIOR DWELLING ACCESSORY UNITS

Section 33-1476. Existing non-permitted accessory units.

This article shall apply to all accessory dwelling units or junior accessory dwelling units which exist on the date of passage of the ordinance. All units which do not have a permit, or cannot receive a permit, upon passage of the ordinance codified herein shall be considered in violation and shall be subject to code enforcement action.

(a) Existing nonconforming units. Accessory dwelling units or junior accessory dwelling units that exist as of the effective date of this section that have previously been legally established may continue to operate as legal nonconforming units. Any unit that exists as of the effective date of this section, and has not previously been legally established, is considered an unlawful use, unless the director of community development determines that the unit meets the provisions of this section and a permit is approved and issued.

(1) Conversion of legally established structures. The conversion of legally established structures ~~that exist as of the effective date of this section~~ shall require that the unit meet the provisions of this code. Any legally established waivers or nonconformity that exist on the effective date of this section may continue, provided that in no manner shall such waiver or nonconformity be expanded.

(2) Administration and enforcement of any non-conforming building standard shall be conducted in accordance with California Health and Safety Code section 17980.12.

Article 70. ACCESSORY DWELLING UNITS AND JUNIOR DWELLING ACCESSORY UNITS

Section 33-1477. Application and procedure.

The Director shall approve or disapprove an application for an accessory dwelling unit or junior accessory dwelling unit, ministerially, within sixty (60) days after receiving a complete application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to

create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the director may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the director acts on the permit application to create the new single-family dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing. If the applicant requests a delay, the sixty (60) day time period shall be tolled for the period of the delay.

CITY COUNCIL STAFF REPORT

Public Hearing Item No. 15

December 16, 2020

File No. 0800-10

SUBJECT: Density Bonus, Tentative Subdivision Map, and Condominium Permit for a Ten-Unit Condominium Development for Habitat for Humanity

DEPARTMENT: Community Development Department, Planning Division

RECOMMENDATION:

It is requested that the City Council conduct a public hearing on an affordable multi-family development by Habitat for Humanity ("Project") on a site addressed as 245 East El Norte Parkway; and take action on the recommendations of City staff and the Planning Commission, which recommends that the City Council:

1. Adopt Resolution No. 2020-164, for a Density Bonus, Tentative Subdivision Map, and Condominium Permit for ten (10) for-sale units and associated amenities.

PROJECT DESCRIPTION:

The Project is a Density Bonus, Tentative Subdivision Map, and Condominium Permit for the construction of ten (10) semi-attached condominium units, configured as five (5) buildings, each containing two (2) units with one shared wall between them. All units would have two (2) stories, and would utilize a three (3)-bedroom, 2.5-bathroom floor plan that would provide approximately 1,245 square feet of living area. Each unit would have an interior laundry closet, a two (2)-car garage with access from the common driveway, and a small fenced yard with patio on the east side of the unit. Units would be arranged in a row along the east side of the site, with a common driveway along the west side of the site. A hammerhead turnaround would be located approximately midway along the driveway to enable larger vehicles (including emergency vehicles) to exit the property quickly and safely. A common amenity area near the hammerhead would include a barbeque, garden boxes, pet area, and seating.

FISCAL ANALYSIS:

The proposed Project is private development that will require the payment of development fees in effect at the time permits are requested.

Additionally, the Applicant signed a Unanimous Approval Form on July 28, 2020, indicating agreement to annex into Community Facilities District ("CFD") No. 2020-01, Zone 2020-2. The annexation was approved at the City Council meeting on September 16, 2020. The annual special tax for this Project will be \$743.00 per unit (\$7,430.00 for all units) for Fiscal Year 2020/2021. This

tax will be subject to yearly increases, at the maximum rate of inflation as determined by the Consumer Price Index (“CPI”) and at a minimum rate of two (2) percent per year.

PLANNING COMMISSION RECOMMENDATION:

The Project was taken to the Planning Commission hearing on November 10, 2020. At this meeting, discussion took place regarding the placement of the unit garages. Chair Weiler expressed concern that the empty spaces directly in front of the garage doors would be used by residents as de facto parking spaces, potentially blocking the common driveway, and recommended that the garages be shifted closer to the driveway to prevent this situation. Staff provided feedback that emergency access could be impeded if the units closest to the hammerhead were shifted forward because this placement could make it more difficult for large emergency vehicles to navigate the turn into or out of the hammerhead. Ultimately, no condition was recommended by the Planning Commission requiring the garages to be moved forward.

Commissioner Paul stated that individual trash bins at each unit were a preferable alternative to the proposed common trash enclosure, and recommended that the following condition of approval be attached to the project:

“Garage areas shall be increased beyond the dimensions identified in Specific Planning Condition No. 2 to accommodate individual trash bins.”

The Planning Commission voted 4-3-0 to recommend that the City Council approve the series of actions related to the Project, based upon the findings and conditions of approval contained within the Planning Commission staff report, and including the new condition recommended by Commissioner Paul. Commissioners Doan, Rainey, and Serrato provided the three dissenting votes on the Project. The three Commissioners voted in opposition to the added condition, rather than voting to oppose the Project generally. Each of the three Commissioners made individual statements during the deliberation that spoke in general support of the project and also acknowledged that the Project would add much-needed affordable housing to the community.

Subsequent to the Planning Commission hearing, City staff assessed the new condition against adopted authority, procedures, and limitations of Density Bonus Law (Government Code section 65915 et. seq.). In some circumstances, the granting of the density bonus, incentive, or concession may trigger a conflict with other regulations. In these circumstances, the applicant is authorized to seek a waiver or modification of the standard (Government Code section 65915(e)). However, in no case may a local agency apply any development standard that will have the effect of physically precluding the construction of a qualifying development, unless it has a specific, adverse impact upon health, safety, or the physical environment. Consequently, the law establishes wide-ranging requirements for cities and counties regarding the granting of a density bonus and limits the ability of

cities and counties to impose a site or construction standard that affects the physical location or type of construction. This has been construed to also include regulations, requirements, and local conditions. Accordingly, the act to impose the new condition recommended by the Planning Commission to expand the garages to a total floor area that exceeds Zoning Code dimension standards is a new “development standard” that was not anticipated by the Project applicant, and further likely violates the premise of the Density Bonus Law. For these reasons, City staff recommends that the City Council not impose this condition on the Project, as it is extraneous, not published as a universal standard for new home development, and exceeds the City’s authority on administering Density Bonus Law. Draft Resolution No. 2020-164 reflects this recommendation.

Written and oral testimony was provided to the Planning Commission at its meeting on November 10, 2020. Two emails were received via the public comment form on the City’s website, and were read during the meeting. The first email was from a neighbor of the Project site, and expressed support for the Project on the basis that it would provide affordable for-sale housing on an infill site. This first commenter asked for replacement of any native trees to be removed by the Project; as described later in this report, the Project has been conditioned to replace a large oak tree at a 2:1 ratio as required by the City’s vegetation removal standards. The second email was from a resident of Escondido who supported the Project, but expressed concerns about the lack of guest parking and the depth of the side setback on the east side of the site. Please note that while the Project does propose reduced front and side setbacks as part of its density bonus request (as described in more detail later in this report), proposed side setbacks are in excess of those required by the Light Multiple Residential (R-2) zone. Further explanation of guest parking allowances is also included later in this report.

The Planning Commission staff report and draft Planning Commission meeting minutes are provided in Attachments 1 and 2, respectively. The meeting minutes provide detailed comments from the speakers and Commissioners.

PREVIOUS ACTION:

On December 18, 2019, City Council adopted Resolution No. 2019-188 to authorize the Director of Community Development to preliminarily commit \$1,000,000 in HOME funds to Habitat for the acquisition of 245 East El Norte Parkway and the construction of ten (10) condominium units, and to authorize the Mayor and City Clerk to execute any necessary loan agreements. Although these funds have been programmed for a specific purpose, this preliminary allocation does not irrevocably commit the City to approving the Project. The developer is still required to perform all requisite steps associated with a land use development application, including compliance with the California Environmental Quality Act (“CEQA”).

ANALYSIS:

General Plan

The Project site has a General Plan land use designation of Urban II (U-2), which allows multi-family residential uses at a density up to 12 (twelve) units per acre, with no minimum density.

The General Plan states that projects close to the upper limit in density are appropriate adjacent to parks and open space; along transit route and major and secondary thoroughfares; near shopping centers, recreational activity centers, entertainment areas, and libraries; and near areas of existing or planned high density, such as a mixed-use district. The Project site is located on East El Norte Parkway near the intersection with North Broadway. Both of these routes are classified as Major Roads in the General Plan, and provide access to several North County Transit District (“NCTD”) bus lines. Commercial services are available in close proximity to the Project site, including a shopping center at El Norte Parkway and North Centre City Parkway that includes a major supermarket, drug store, and various other retailers and restaurants. Several multi-family developments currently exist in the area, including Avocado Court (apartments) and Skylark Terrace (condominiums) on El Norte, and Villa La Paz (condominiums) on Broadway.

The zoning classification of the Project site is Light Multiple Residential or R-2, with an allowed density of up to twelve (12) units per acre. The R-2 zone is intended for lower-height, lower-density development in close proximity to single-family residential neighborhoods. The Project site is bordered by single-family housing on both the east and west sides (one single-family home on an R-2 lot on the west side, and a large neighborhood with single-family zoning on the east side).

Per the densities allowed by the General Plan and Zoning Code, the 0.6-acre Project site would accommodate up to seven (7) units for a standard multi-family development. However, the Project includes a density bonus request per the State of California Density Bonus Law (“State Density Bonus Law”), bringing the total units requested to ten (10). Further explanation of the terms of this law and its applicability to the Project is provided in the next section.

The Housing Element portion of the General Plan identifies strategies and programs that focus on the following goals:

- Conserving and improving existing affordable housing,
- Providing adequate housing sites,
- Assisting in the development of affordable housing,
- Removing governmental and constraints to housing development, and
- Promoting fair housing opportunities.

The proposed Project would add ten (10) low-income housing units to Escondido's stock, helping the City to meet its legally-mandated housing allocations, and providing opportunities for families below the income levels described here to become homeowners. For 2020, the AMI for San Diego County is \$92,700 for a household of four (4) people, and the upper income limit to qualify for low-income housing is \$92,400 for the same household size. (This upper limit for the low-income category is not a straight 80 percent calculation of the AMI, because HUD makes adjustments when housing costs for the overall region are high).

Affordable Housing and Density Bonus

The State Density Bonus Law (California Government Code, Sections 65915–65918) grants a development project a higher density than normally allowed by the applicable zoning regulations when that project includes provisions for affordable housing. The amount of the density increase depends on the percentage of the project that will be affordable as well as the level of affordability. For a project where at least 20 percent of the units are designated for low-income households, a density bonus up to 35 percent may be applied.

The Project site allows for 7.2 units at its base density of 12 units per acre. A fractional unit is not possible, so if this proposal had included no affordable housing (and therefore no density bonus), the allowed yield would be rounded down to seven (7) units. Because 100 percent of these units would be sold to low-income buyers, the Project qualifies for a 35 percent density bonus. The State Density Bonus Law allows all density calculations to be rounded up, so the Project's revised base density is (8) units, and 35 percent of that base density is 2.8 units, which is also rounded up to three (3) units. The applicant is therefore eligible for up to eleven (11) units on the site per law, but is proposing to construct ten (10) units.

The State Density Bonus Law is a mandate, and any developer who meets the requirements of the law is entitled to receive the density bonus and other benefits as a matter of right. The State Density Bonus Law allows an applicant proposing affordable housing units to request waivers from local development standards where these standards would physically preclude the construction of a project at the permitted density. There is no limit on the number of development standard waivers that may be requested or granted for a project. Habitat is requesting the following waivers as part of the density bonus application, with the justification that the Project site could not accommodate ten (10) units as allowed by the State Density Bonus Law if the waivers were not included.

- Open Space – The Escondido Zoning Code requires multi-family projects in the R-2 zone to provide 400 square feet of usable open space for each unit, plus an additional 200 square feet for each unit, for each bedroom over one (1). In other words, a three (3)-bedroom unit is responsible for 800 square feet of open space. The Project proposes to provide 450 square

feet of usable open space per unit, in the form of private yards/patios and a common amenity area.

- Setbacks – The Escondido Zoning Code requires a minimum 15-foot front setback and a minimum 15-foot rear setback for the R-2 zone. The Project proposes a 10-foot front setback and five (5)-foot rear setback.

Building Design, Open Space, and Amenities

The exterior of the units will consist of fiber cement siding in two shades of gray-blue. Trim, window frames, and garage doors will be white, and the asphalt shingle roof will be gray. Per Habitat's response to the City's RFP for affordable housing projects, all units will meet Energy Star 3.0 certification, will have rooftop solar panels, and will incorporate sustainable and/or recyclable materials such as Hardie siding and laminate and ceramic tile flooring.

Section 33-955 of the Zoning Code contains development standards that are specific to condominium projects. These standards require in-unit laundry and private storage in the amount of 80 cubic feet for each unit, and three (3)-bedroom units are each required to contain at least 1,000 square feet of living space. The Project meets or exceeds these standards. (While the Project does not include designated storage closets as found in some developments, it has been conditioned to require the garages to meet the minimum dimensions stated in Section 33-769 of the Zoning Code, so storage can be accommodated within the garages without displacing vehicles.)

No designated guest parking is provided for this Project. Per the Escondido Zoning Code, multi-family projects typically require parking spaces for the units themselves (at ratios dependent on the number of bedrooms in the units), plus guest parking at a ratio of one (1) space per four (4) units or fraction thereof. However, Section 65915(p)(1)(B) of the State Density Bonus Law states that for a density bonus project, units containing two (2) or three (3) bedrooms cannot be required to provide more than two (2) spaces per unit, inclusive of guest and handicapped parking. The Project would provide two (2) spaces per unit, in the form of private garages, and therefore has fulfilled its parking obligations per state law.

The Escondido Zoning Code defines "usable open space" as any area or facility used for landscaping, walkways, recreation activities, or decorative artwork and fountains, that does not exceed a grade of ten (10) percent and has a minimum dimension of at least ten (10) feet on each side (or five (5) feet on each side, for balconies). Open space requirements for multi-family projects vary, depending on the specific zoning and bedroom count. Three-bedroom units in the R-2 zone are required to provide 800 square feet of open space per unit, so a project consisting of ten (10) units with three (3) bedrooms each normally would be responsible for 8,000 square feet of usable open

space. The Project is proposing to provide 4,500 square feet of usable open space, or 450 square feet per unit.

A common amenity area would be located toward the center of the development site. This area would include a barbeque (with hot coal bin), garden boxes, a pet rest area (with synthetic turf and waste station), seating, and a mailbox unit. A trash enclosure is also proposed for this area, though as described earlier in this report, the Planning Commission has proposed a condition of approval that would require the Project to size its garages to accommodate individual trash bins (in addition to vehicles) as an alternative to shared refuse bins.

Landscaping and Fencing

The Project will remove six (6) existing trees from the site, including an oak tree that is over ten (10) inches in diameter and therefore qualifies as a “protected tree” per the Zoning Code. Per the vegetation protection and replacement standards in the Zoning Code, protected oaks removed by development must be replaced at a 2:1 ratio with new oak trees.

The applicant has submitted a conceptual landscape plan for the Project, showing a variety of trees, shrubs, and groundcovers across the site. A formal landscape package submittal (including a final planting plan, as well as irrigation details and water efficiency calculations) will be required as a condition of approval for the Project. The conceptual landscape plan indicates that two (2) California live oak trees would be planted at the front of the property, in a narrow strip of land between the sidewalk and a proposed six (6)-foot fence at the site’s front property line. The Planning Division maintains a list of recommended street trees, which indicates that oaks are appropriate only for large planting areas due to their potential height and tendency to spread. Because available space on this 0.6-acre site is limited, the Project has been conditioned to require the applicant to provide justification in the formal landscape package that the replacement oaks can be accommodated at the Project site. If the oaks cannot be accommodated, this condition of approval allows the applicant to arrange for an off-site planting on City property, through coordination with the Planning Division and Public Works Department.

The topography of the Project site currently slopes gently downward, from north to south. The Project would grade the property to create flat building pads for the units, but the pads at the north end of the site still would be slightly higher in elevation than those at the south end. The Project therefore proposes low retaining walls between Units 2 and 3, between 4 and 5, and between 8 and 9, as well as at the rear property line. A six (6)-foot vinyl fence would be installed along the side and rear property lines, as well as between the yards behind the units, and would be placed on top of the retaining walls where needed.

Stormwater Management

Due to the topography of the site, stormwater runoff historically has moved from the front of the property to the rear. The Project proposes to install an underground stormwater detention system below the common driveway. Stormwater would enter the underground system through a storm drain at the end of the driveway, then exit the system (and the property) through a discharge point in the retaining wall along the rear property line. From there, it would be conveyed through a proposed concrete ditch along the edge of a parking lot for the Villa La Paz condominium complex, which would connect to an existing ribbon gutter in that same parking lot. Habitat has obtained a letter from Elite Community Management (on behalf of the Villa La Paz Maintenance Corporation) expressing permission for the construction of a ribbon gutter on their property, and a condition of approval has been included requiring an easement for this gutter.

ENVIRONMENTAL REVIEW:

The Project is categorically exempt from CEQA, pursuant to CEQA Guidelines section 15332, "In-Fill Development." This exemption is applicable for projects that can meet the following criteria:

- The project is consistent with the applicable general plan designation, all applicable general plan policies, and the applicable zoning designation and regulations.
- The project occurs within city limits on a project site of no more than five (5) acres that is substantially surrounded by urban uses.
- The project site has no value as habitat for endangered, rare, or threatened species.
- The project would not result in significant effects related to traffic, noise, air quality, or water quality.
- The project site can be adequately served by all required utilities and public services.

The Project is consistent with the General Plan designation of U-2 and the zoning classification of R-2-12, as described in this staff report. Waivers from development standards for open space and setbacks are included in the proposal, but are allowed per State Density Bonus Law. The Project site is within City limits, is less than five (5) acres in size, and is completely surrounded by urban uses.

Since it would construct fewer than 120 units, the Project would not generate enough greenhouse gas emissions to exceed the 2,500 MT CO₂e threshold identified in the 2013 Escondido Climate Action Plan. The Project is purely residential and the noise generated by ten (10) new units is not expected to substantially impact the surrounding neighborhood; any complaints of excessive noise would be handled by the Escondido Police Department as with any other residential neighborhood. The Project has been reviewed by several City departments and divisions (including Fire, Engineering, Environmental Services, and Utilities) who have determined that it can be served by utilities and

public services, and that stormwater can be adequately managed, as shown on the Project plans and as conditioned.

As described earlier, the Project would remove six (6) trees, five (5) of which are ornamentals (primarily pepper trees, which are on the California Invasive Plant Council's list of invasive plant species). The sixth tree is an oak that meets the definition of "protected tree" as located in Article 55 (Grading and Erosion Control) of the Zoning Code. Section 15380 of the California Code of Regulations contains the following definitions for endangered, rare, and threatened species:

- Endangered: Survival and reproduction in the wild are in immediate jeopardy from one or more causes, including loss of habitat, change in habitat, overexploitation, predation, competition, disease, or other factors.
- Rare: Although not presently threatened with extinction, the species is existing in such small numbers throughout all or a significant portion of its range that it may become endangered if its environment worsens. Or, the species is likely to become endangered within the foreseeable future throughout all or a significant portion of its range and may be considered "threatened" as that term is used in the Federal Endangered Species Act.

Per section 15380, a plant species can be considered endangered, rare, or threatened if it meets any of the above definitions; if it is listed by the state government in section 670.2, Title 14, of the California Code of Regulations; or if it is listed by the federal government in section 17.12, Title 50 of the Code of Federal Regulations. The trees on the project site are not listed in either of these code sections and do not meet the above definitions. Only one oak species, found in a specific area of Texas, is located on the federal list, and no oaks are included on the state list.

The Project site does not qualify as "oak woodland" under the Oak Woodlands Protection Act (Fish and Game Code section 1625 et seq.), as it does not have greater than ten (10) percent oak canopy cover and is less than an acre in size. Vegetation on the site is generally patchy, and the site contains no riparian features and is fully enclosed by other developed properties and a major street (and therefore not connected to any wildlife corridors).

Vehicle trip generation rates published by SANDAG indicate that the addition of ten (10) condominium units to the site would generate 80 average daily trips ("ADTs"). Under SB 743, which went into effect statewide on July 1, 2020, lead agencies are required to consider how many vehicle miles traveled ("VMTs") are generated by a project when determining whether that project could result in traffic impacts. The City of Escondido has not yet adopted significance criteria or methodologies for VMT analysis; however, the *Guidelines for Transportation Impact Studies of the San Diego Region* (May 2019) states that projects generating less than 500 ADTs are small enough to be presumed not to cause significant traffic impacts, and should not need to prepare a VMT analysis. The State of

California Office of Planning and Research has also issued its own guidance, which indicates that residential projects with 100 percent affordable units that are located on infill sites can be presumed to have a less than significant VMT impact, since they generally have transit access and are within walking or bicycling distance to shopping and other services (both of these assumptions are correct for this site).

As noted earlier in this report, before Habitat applied to the Planning Division for a Tentative Subdivision Map and Condominium Permit, they applied to the Housing and Neighborhood Services Division for a loan of funds from a federal source (the HOME program of HUD), and received approval of that loan from City Council. As also noted previously, this action does not have a legally binding effect on any possible future discretionary action. While processing the request for loan funds, Housing and Neighborhood Services conducted their own review of the Project to ensure compatibility with the National Environmental Policy Act ("NEPA"), the federal counterpart to CEQA. Housing and Neighborhood Services determined that the Project would not cause any significant impacts to the environment that require mitigation under NEPA, but asked that the Project be conditioned to install a solid wall at the front of the site to attenuate outdoor noise for units near El Norte Parkway (as described earlier), and to require tribal monitoring and a clearly-defined procedure for handling cultural resources or human remains in the event they are discovered during ground-disturbing activities. Conditions of approval are proposed to address both of these issues.

PUBLIC INPUT:

Public outreach was conducted in the City's review and consideration of the Project proposal. The Project application was circulated to various City departments for review. Comments received during this review have either been addressed through modifications to the Project or have been included as Conditions of Approval.

In advance of the Planning Commission hearing on November 10, 2020, notices were mailed to 205 property owners within a 500-foot buffer of the Project site, to inform them of the hearing and provide them an opportunity to attend and speak about the Project. Additionally, a notice was published in the Escondido Times Advocate on October 29, 2020, to inform the public of the hearing. Planning staff received two comments in response to these notices, which were described earlier in this report. New public notices were issued to inform neighbors of the City Council hearing of December 16, 2020, and as of the writing of this staff report, no inquiries or comments have been received in response to the City Council notices.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Mike Strong, Director of Community Development
12/9/20 3:47 p.m.

Density Bonus, Tentative Subdivision Map, and Condominium Permit for a Ten-Unit Condominium
Development for Habitat for Humanity
SUB 20-0002 and PHG 20-0019
December 16, 2020
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ATTACHMENTS:

1. Attachment 1 – Planning Commission Staff Report (November 10, 2020)
2. Attachment 2 – Planning Commission Hearing Minutes (November 10, 2020)
3. Resolution No. 2020-164
4. Resolution No. 2020-164 – Exhibits A, B, and C



PLANNING COMMISSION

Agenda Item No.: G.1
Date: November 10, 2020

PROJECT NUMBER / NAME: SUB 20-0002 and PHG 20-0019 / Habitat for Humanity 10-Unit Townhomes

REQUEST: A Tentative Subdivision Map and Condominium Permit for ten (10) condominiums and associated amenities. All units in the development would be for sale to households qualifying as "low income", with an income between 50 and 80 percent of the Area Median Income ("AMI"), and the Project includes a density bonus per the provisions of the State of California Density Bonus Law. Units would be configured as semi-attached homes, and each unit would be two (2) stories, with three (3) bedrooms, 2.5 bathrooms, approximately 1,245 square feet of living space, and a private two (2)-car garage. Each unit would have private open space at the rear, and a common amenity area would be located at the middle of the site, with seating, garden boxes, barbeque, and pet station.

LOCATION: 245 East El Norte Parkway

APPLICANT: Ryan Waufle, PLSA

APN / APNS: 229-040-14

PRIMARY REPRESENTATIVE:
Roxann Janes, San Diego Habitat
for Humanity

GENERAL PLAN / ZONING: U-2 (Urban II) / R-2-12 (Light Multiple Residential)

DISCRETIONARY ACTIONS REQUESTED: Tentative Subdivision Map and Condominium Permit

PREVIOUS ACTIONS: City Council Resolution No. 2019-188, to preliminarily authorize \$1,000,000 in HOME funds to San Diego Habitat for Humanity for the development of the Project site with affordable housing.

PROJECT PLANNER: Ann Dolmage, Associate Planner, adolmage@escondido.org

CEQA RECOMMENDATION: The Project is categorically exempt from CEQA pursuant to CEQA Guidelines section 15332, "In-Fill Development Projects."

STAFF RECOMMENDATION: Recommend approval by the City Council, as conditioned

REQUESTED ACTION: Approve Planning Commission Resolution No. 2020-15

CITY COUNCIL HEARING REQUIRED: YES NO

REPORT APPROVALS: Mike Strong, Community Development Director

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A. BACKGROUND:

The Project site is vacant and no records show that it has ever been developed. In 2016, an application was filed for Plot Plan approval of six (6) apartments, under ADM 16-0067. That application was subsequently withdrawn. In 2018, staff conducted a pre-application meeting with another potential applicant interested in constructing seven (7) apartment units on the site, but no formal application followed that meeting.

On March 21, 2019, the Housing and Neighborhood Services Division released a Request for Proposals ("RFP"), inviting organizations to request funding for the provision of affordable rental housing or first-time homebuyer opportunities, through the rehabilitation of blighted properties or the acquisition of long-term affordability covenants. In response to this RFP, San Diego Habitat for Humanity ("Habitat") submitted a proposal for the development of 245 East El Norte Parkway with for-sale condominiums, to be sold exclusively to low-income households.

On July 17, 2019, City Council authorized a seed money loan to Habitat in the amount of \$15,000 to determine the viability of developing the Project site with the proposed multi-family development. The loan was made possible with funds from HOME, a program of the United States Housing and Urban Development ("HUD"). HOME provides grants to states and local governments to implement activities (often in partnership with local non-profit organizations) that will create affordable housing for low- and very low-income households.

On December 18, 2019, City Council adopted Resolution No. 2019-188 to authorize the Director of Community Development to preliminarily commit \$1,000,000 in HOME funds to Habitat for the acquisition of 245 East El Norte Parkway and the construction of ten (10) condominium units, and to authorize the Mayor and City Clerk to execute any necessary loan agreements. (This \$1,000,000 included the \$15,000 that had previously been loaned to Habitat as seed money.) Although these funds have been programmed for a specific purpose, this preliminary allocation does not irrevocably commit the City to approving the Project. The developer is still required to perform all requisite steps associated with a land use development application, including compliance with the California Environmental Quality Act ("CEQA").

On February 3, 2020, Habitat submitted an application to the Planning Division for a Tentative Subdivision Map and Condominium Permit. These land use development applications comprise Planning Case File No. SUB 20-0002 and PHG 20-0019, respectively.

B. PROJECT ANALYSIS:

1. General Plan / Zoning

The Project site has a General Plan land use designation of Urban II (U-2), which allows multi-family residential uses at a density up to 12 (twelve) units per acre, with no minimum density.

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The General Plan states that projects close to the upper limit in density are appropriate adjacent to parks and open space; along transit route and major and secondary thoroughfares; near shopping centers, recreational activity centers, entertainment areas, and libraries; and near areas of existing or planned high density, such as a mixed-use district. The Project site is located on East El Norte Parkway near the intersection with North Broadway. Both of these routes are classified as Major Roads in the General Plan, and provide access to several North County Transit District ("NCTD") bus lines. Commercial services are available in close proximity to the Project site, including a shopping center at El Norte Parkway and North Centre City Parkway that includes a major supermarket, drug store, and various other retailers and restaurants. Several multi-family developments currently exist in the area, including Avocado Court (apartments) and Skylark Terrace (condominiums) on El Norte, and Villa La Paz (condominiums) on Broadway.

The zoning classification of the Project site is Light Multiple Residential or R-2, with an allowed density of up to twelve (12) units per acre. While the R-2 district does allow multi-family projects, it is intended for lower-height, lower-density development in close proximity to single-family residential neighborhoods. The Project site is bordered by single-family housing on both the east and west sides (one single-family home on an R-2 lot on the west side, and a large neighborhood with single-family zoning on the east side).

Per the densities allowed by the General Plan and Zoning Code, the 0.6-acre Project site would accommodate up to seven (7) units for a standard multi-family development. However, the Project includes a density bonus request per the State of California Density Bonus Law ("State Density Bonus Law"), bringing the total units requested to ten (10). Further explanation of the terms of this law and its applicability to the Project is provided in the next section.

The Housing Element portion of the General Plan identifies strategies and programs that focus on the following goals:

- Conserving and improving existing affordable housing,
- Providing adequate housing sites,
- Assisting in the development of affordable housing,
- Removing governmental and constraints to housing development, and
- Promoting fair housing opportunities.

The proposed Project would add ten (10) low-income housing units to Escondido's stock, helping the City to meet its legally-mandated housing allocations, and providing opportunities for families below the income levels described here to become homeowners. For 2020, the AMI for San Diego County is \$92,700 for a household of four (4) people, and the upper income limit to qualify for low-income housing is \$92,400 for the same household size. (This upper limit for the low-income category is not a straight 80 percent calculation of the AMI, because HUD makes adjustments when housing costs for the overall region are high).

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2. Affordable Housing and Density Bonus Request

The State Density Bonus Law (California Government Code, Sections 65915–65918) grants a development project a higher density than normally allowed by the applicable zoning regulations when that project includes provisions for affordable housing. The amount of the density increase depends on the percentage of the project that will be affordable as well as the level of affordability. For a project where at least 20 percent of the units are designated for low-income households, a density bonus up to 35 percent may be applied.

The Project site allows for 7.2 units at its base density of 12 units per acre. A fractional unit is not possible, so if this proposal had included no affordable housing (and therefore no density bonus), the allowed yield would be rounded down to seven (7) units. Because 100 percent of these units would be sold to low-income buyers, the Project qualifies for a 35 percent density bonus. The State Density Bonus Law allows all density calculations to be rounded up, so the Project's revised base density is (8) units, and 35 percent of that base density is 2.8 units, which is also rounded up to three (3) units. The applicant is therefore eligible for up to eleven (11) units on the site per law, but is proposing to construct ten (10) units.

The State Density Bonus Law is a mandate, and any developer who meets the requirements of the law is entitled to receive the density bonus and other benefits as a matter of right. The State Density Bonus Law allows an applicant proposing affordable housing units to request waivers from local development standards where these standards would physically preclude the construction of a project at the permitted density. There is no limit on the number of development standard waivers that may be requested or granted for a project. Habitat is requesting the following waivers as part of the density bonus application, with the justification that the project site could not accommodate ten (10) units as allowed by the State Density Bonus Law if the waivers were not included.

- Open Space – The Escondido Zoning Code requires multi-family projects in the R-2 zone to provide 400 square feet of usable open space for each unit, plus an additional 200 square feet for each unit, for each bedroom over one (1). In other words, a three (3)-bedroom unit is responsible for 800 square feet of open space. The Project proposes to provide 450 square feet of usable open space per unit, in the form of private yards/patios and a common amenity area.
- Setbacks – The Escondido Zoning Code requires a minimum 15-foot front setback and a minimum 15-foot rear setback for the R-2 zone. The Project proposes a 10-foot front setback and five (5)-foot rear setback.

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3. Fiscal Analysis

Community Facilities District ("CFD") No. 2020-1 was formed by City Council on May 13, 2020. This CFD levies a special tax on new residential developments obtaining entitlement approval after the CFD formation date, to offset the cost of government services associated with this development.

On July 28, 2020, the Applicant signed a Unanimous Approval Form indicating agreement to annex into CFD No. 2020-01, Zone 2020-2. The annexation was approved at the City Council meeting on September 16, 2020. The annual special tax for this Project will be \$743.00 per unit (\$7,430.00 for all units) for Fiscal Year 2020/2021. This tax will be subject to yearly increases, at the maximum rate of inflation as determined by the Consumer Price Index ("CPI") and at a minimum rate of two (2) percent per year.

4. Noise

The Project site is located on a Major Road per the General Plan's Circulation Element, and experiences street noise, per noise contours provided in Figure VI-17 of the Community Protection Element (which is supported by noise data tables in the General Plan's Environmental Impact Report). General Plan Noise Policy 5.2 states the following:

"Apply a CNEL of 60 dB or less for single family and 65 dB or less for multi-family as goals where outdoor use is a major consideration (back yards in single family housing developments, and recreation areas in multifamily housing developments) as discussed in Figure VI-13, and recognize that such levels may not necessarily be achievable in all residential areas."

The noise contours in the General Plan indicate that the 65 dB contour along this portion of El Norte Parkway is located 101 feet from the centerline of the street, or 50 feet from the front property line of the Project site. Therefore, all proposed units within 50 feet of the front property line could experience outdoor noise levels exceeding a CNEL of 65 dB. Per the site plan, this would include Unit 1 and its associated yard, as well as Unit 2 and most of its associated yard.

The above language from the General Plan implies that while this Project includes private yards for each unit, its multi-family status means that the 65 decibel (dB) noise limit applies only to the common amenity area, which will be located approximately 150 feet from the front property line and behind three (3) structures, and therefore shielded by the street (and outside of the 65 db contour). Additionally, Figure VI-13 in the Community Protection Element states that the 60 or 65 dB noise standard should not be applied to patios or balconies associated with residential uses; for most of the proposed units, a patio will occupy a substantial portion of the private yard.

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The information in the previous paragraph notwithstanding, the Housing and Neighborhood Services Division completed an "Environmental Assessment- Determinations and Compliance Findings for HUD-Assisted Projects (24 CFR Part 58)" before awarding federally-sourced loan money to Habitat as described earlier in this report. The purpose of this assessment was to ensure that the Project would conform to HUD development requirements. The document notes that HUD considers an outdoor noise level of 65 dB to be acceptable for residential developments (24 CFR Part 51, Subpart B), and states that the Project should include an eight (8)-inch thick block wall "along the exterior yard" to provide noise attenuation for the rear yards of the units closest to the street. (A wall height and precise location was not noted.)

Therefore, the Project has been conditioned to require the private yard area for Unit 1 to be enclosed on its west, north, and east sides with a solid block wall six (6) feet in height and eight (8) inches thick. This wall shall also extend southward to encompass the east side of the yard behind Unit 2.

Further information about all wall and fence types proposed by the Project is provided later in this report.

C. PROJECT COMPONENTS:

1. Design and Materials

The Project would consist of ten (10) semi-attached condominium units, configured as five (5) buildings, each containing two (2) units with one shared wall between them. Units would be arranged in a row along the east side of the site, with a common driveway along the west side of the site. A hammerhead turnaround would be located approximately midway along the driveway to enable larger vehicles (including emergency vehicles) to exit the property quickly and safely.

All units would utilize the same floor plan, though it would be mirrored within each pair. The floor plan would provide approximately 1,245 square feet of living space, with a kitchen, living room, and half-bath on the ground floor, and three (3) bedrooms, two (2) full bathrooms, and laundry room on the second floor. Each unit would have a two (2)-car garage with access from the common driveway, and a small fenced yard with patio on the east side of the unit. Access into the living areas of each unit would be through the garage, through a door on the side of the unit, and through sliding glass doors adjacent to the patio. The exterior of the units will consist of fiber cement siding in two shades of gray-blue. Trim, window frames, and garage doors will be white, and the asphalt shingle roof will be gray. Per Habitat's response to the City's RFP for affordable housing projects, all units will meet Energy Star 3.0 certification, will have rooftop solar panels, and will incorporate sustainable and/or recyclable materials such as Hardie siding and laminate and ceramic tile flooring.

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Section 33-955 of the Zoning Code contains development standards that are specific to condominium projects. These standards require in-unit laundry and private storage in the amount of 80 cubic feet for each unit, and three (3)-bedroom units are each required to contain at least 1,000 square feet of living space. The Project meets or exceeds these standards. (While the Project does not include designated storage closets as found in some developments, it has been conditioned to require the garages to meet the minimum dimensions stated in Section 33-769 of the Zoning Code, so storage can be accommodated within the garages without displacing vehicles.)

No designated guest parking is provided for this Project. Per the Escondido Zoning Code, multi-family projects typically require parking spaces for the units themselves (at ratios dependent on the number of bedrooms in the units), plus guest parking at a ratio of one (1) space per four (4) units or fraction thereof. However, Section 65915(p)(1)(B) of the State Density Bonus Law states that for a density bonus project, units containing two (2) or three (3) bedrooms cannot be required to provide more than two (2) spaces per unit, inclusive of guest and handicapped parking. The Project would provide two (2) spaces per unit, in the form of private garages, and therefore has fulfilled its parking obligations per state law.

2. Open Space and Amenities

The Escondido Zoning Code defines “usable open space” as any area or facility used for landscaping, walkways, recreation activities, or decorative artwork and fountains, that does not exceed a grade of ten (10) percent and has a minimum dimension of at least ten (10) feet on each side (or five (5) feet on each side, for balconies). Open space requirements for multi-family projects vary, depending on the specific zoning and bedroom count. Three-bedroom units in the R-2 zone are required to provide 800 square feet of open space per unit, so a project consisting of ten (10) units with three (3) bedrooms each normally would be responsible for 8,000 square feet of usable open space. The Project is proposing to provide 4,500 square feet of usable open space, or 450 square feet per unit.

A common amenity area would be located toward the center of the development site. This area would include a barbeque (with hot coal bin), garden boxes, a dog rest area (with synthetic turf and waste station), and seating. A trash enclosure and mailbox unit would also be located in this area.

3. Landscaping and Fencing

The Project will remove six (6) existing trees from the site, including an oak tree that is over ten (10) inches in diameter and therefore qualifies as a “protected tree” per the Zoning Code. Per the vegetation protection and replacement standards in the Zoning Code, protected oaks removed by development must be replaced at a 2:1 ratio with new oak trees.

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The applicant has submitted a conceptual landscape plan for the Project, showing a variety of trees, shrubs, and groundcovers across the site. A formal landscape package submittal (including a final planting plan, as well as irrigation details and water efficiency calculations) will be required as a condition of approval for the Project. The conceptual landscape plan indicates that two (2) California live oak trees would be planted at the front of the property, in a narrow strip of land between the sidewalk and a proposed six (6)-foot fence at the site's front property line. The Planning Division maintains a list of recommended street trees, which indicates that oaks are appropriate only for large planting areas due to their potential height and tendency to spread. Since available space on this 0.6-acre site is limited, the Project has been conditioned to require the applicant to provide justification in the formal landscape package that the replacement oaks can be accommodated at the Project site. If the oaks cannot be accommodated, this condition of approval allows the applicant to arrange for an off-site planting on City property, through coordination with the Planning Division and Public Works Department.

The topography of the Project site currently slopes gently downward, from north to south. The Project would grade the property to create flat building pads for the units, but the pads at the north end of the site still would be slightly higher in elevation than those at the south end. The Project therefore proposes low retaining walls between Units 2 and 3, between 4 and 5, and between 8 and 9, as well as at the rear property line. A six (6)-foot vinyl fence would be installed along the side and rear property lines, as well as between the yards behind the units, and would be placed on top of the retaining walls where needed.

4. Stormwater Management

The topography of the Project site slopes gently downward, from a high point at the northeast corner of the site to a low point at the southwest corner, and stormwater runoff historically has moved from the front of the property to the rear. The Project proposes to install an underground stormwater detention system below the common driveway. Stormwater would enter the underground system through a storm drain at the end of the driveway, then exit the system (and the property) through a discharge point in the retaining wall along the rear property line. From there, it would be conveyed through a proposed concrete ditch along the edge of a parking lot for the Villa La Paz condominium complex, which would connect to an existing ribbon gutter in that same parking lot. Habitat has obtained a letter from Elite Community Management (on behalf of the Villa La Paz Maintenance Corporation) expressing permission for the construction of a ribbon gutter on their property, and a condition of approval has been included requiring an easement for this gutter.

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SUPPLEMENTAL DETAILS OF REQUEST

1. Property Size: 0.6 acres
2. Number of Units: 10 air-space condominium units
3. Density: 16.7 units per acre with density bonus (12 units per acre allowed per the underlying zoning, for projects with no density bonus)
4. Building/Unit Mix: 5 separate buildings, each containing 2 units
 Approximately 1,245 SF of living area per unit
 All units will have 3 bedrooms and 2.5 bathrooms
5. Building Height:

<u>Required for R-2</u>	<u>Proposed</u>
2 stories and 35' maximum	2 stories and 22'2" to top of ridgeline
6. Floor Area Ratio

<u>Required for R-2</u>	<u>Proposed</u>
0.60 maximum	0.48
7. Lot Coverage

<u>Required for R-2</u>	<u>Proposed</u>
50% maximum	33%
8. Design/Materials: Fiber cement siding in light blue-gray and dark blue-gray. Trim, window frames, and garage doors in white. Asphalt shingle roof in gray. Specific material brands and colors to be identified on the construction plans.
9. Parking:

<u>Required for R-2</u>	<u>Required for Density Bonus</u>	<u>Proposed</u>
20 regular spaces (2 spaces per unit); 1 space covered per unit	20 regular spaces (2 spaces per unit)	20 regular spaces (2 spaces per unit); all spaces will be in garages
3 guest spaces (1 space per 4 units or fraction thereof)		No guest parking

The Project conforms to Section 65915(p)(1)(B) of the State Density Bonus Law, which prohibits agencies from requiring more than 2 spaces per unit, inclusive of any guest or handicapped parking. The proposed parking provisions satisfy the required vehicular parking ratio.

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10. Setbacks	<u>Required for R-2</u>	<u>Proposed</u>
Front (north)	15'	10'
Side (east and west)	5' each	5' each
Rear (south)	15'	5'

The density bonus request includes waivers from the typical front and rear setbacks for the R-2 zone. The front yard setback is proposed to be ten (10) feet. The rear yard is proposed to be five (5) feet. Building eaves are expected to further encroach into the front and rear setback areas, and the Project has been conditioned to limit these encroachments to the dimensions allowed by Section 33-104 of the Zoning Code.

11. Open Space	<u>Required for R-2</u>	<u>Proposed</u>
	800 square feet per unit	450 square feet per unit

The density bonus request includes a waiver from the typical open space requirement for the R-2 zone.

12. Signage: No sign requests are included with the proposed Project. Should the applicant choose to install signage at the site, a separate sign permit will be required per Article 66 of the Escondido Zoning Code Sign Ordinance), unless exempt from the provisions of that ordinance.

13. Landscaping: New ornamental landscaping throughout premises, including street trees to be provided along El Norte Parkway.

14. Trash: A shared trash enclosure will be located at the amenity area at the center of the site, to conform to the City's Trash Enclosure Guidelines. Trash collection service would be provided by Escondido Disposal.

15. Code Violations None

D. ENVIRONMENTAL STATUS:

The Project is categorically exempt from CEQA, pursuant to CEQA Guidelines section 15332, "In-Fill Development." This exemption is applicable for projects that can meet the following criteria:

- The project is consistent with the applicable general plan designation, all applicable general plan policies, and the applicable zoning designation and regulations.
- The project occurs within city limits on a project site of no more than five (5) acres that is substantially surrounded by urban uses.
- The project site has no value as habitat for endangered, rare, or threatened species.
- The project would not result in significant effects related to traffic, noise, air quality, or water quality.
- The project site can be adequately served by all required utilities and public services.

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The Project is consistent with the General Plan designation of U-2 and the zoning classification of R-2-12, as described in this staff report. Waivers from development standards for open space and setbacks are included in the proposal, but are allowed per State Density Bonus Law. The Project site is within City limits, is less than five (5) acres, and is completely surrounded by urban uses. The site has no value as habitat for endangered, rare, or threatened species, due to its small size, the fact that it is fully enclosed by other developed properties and a major street (and therefore not connected to any wildlife corridors), and the scarcity of vegetation. Since it would construct fewer than 120 units, the Project would not generate enough greenhouse gas emissions to exceed the 2,500 MT CO₂e threshold identified in the 2013 Escondido Climate Action Plan. The Project is purely residential and the noise generated by ten (10) new units is not expected to substantially impact the surrounding neighborhood; any complaints of excessive noise would be handled by the Escondido Police Department as with any other residential neighborhood. The Project has been reviewed by several City departments and divisions (including Fire, Engineering, Environmental Services, and Utilities) who have determined that it can be served by utilities and public services, and that stormwater can be adequately managed, as shown on the Project plans and as conditioned.

Vehicle trip generation rates published by SANDAG indicate that the addition of ten (10) condominium units to the site would generate 80 average daily trips ("ADTs"). Under SB 743, which went into effect statewide on July 1, 2020, lead agencies are required to consider how many vehicle miles traveled ("VMTs") are generated by a project when determining whether that project could result in traffic impacts. The City of Escondido has not yet adopted significance criteria or methodologies for VMT analysis; however, the *Guidelines for Transportation Impact Studies of the San Diego Region* (May 2019) states that projects generating less than 500 ADTs are small enough to be presumed not to cause significant traffic impacts, and should not need to prepare a VMT analysis. The State of California Office of Planning and Research has also issued its own guidance, which indicates that residential projects with 100 percent affordable units that are located on infill sites can be presumed to have a less than significant VMT impact, since they generally have transit access and are within walking or bicycling distance to shopping and other services (both of these assumptions are correct for this site).

As noted earlier in this report, before Habitat applied to the Planning Division for a Tentative Subdivision Map and Condominium Permit, they applied to the Housing and Neighborhood Services Division for a loan of funds from a federal source (the HOME program of HUD), and received approval of that loan from City Council. As also noted previously, this action does not have a legally binding effect on any possible future discretionary action. While processing the request for loan funds, Housing and Neighborhood Services conducted their own review of the Project to ensure compatibility with the National Environmental Policy Act ("NEPA"), the federal counterpart to CEQA. Housing determined that the Project would not cause any significant impacts to the environment that require mitigation under NEPA, but asked that the Project be conditioned to install a solid wall at the front of the site to attenuate outdoor noise for units near El Norte Parkway (as described earlier), and to require tribal monitoring and a clearly-defined procedure for handling cultural resources or human remains in the event they are discovered

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during ground-disturbing activities. Conditions of approval are proposed to address both of these issues.

E. CONCLUSIONS:

The Planning Commission is the authorized agency for granting discretionary approval of a Tentative Subdivision Map. However, the City Council is the authorized agency for granting approval of a Condominium Permit. When one concurrent application is filed for both approval types, the full project is brought to Planning Commission first for a recommendation on approval or denial, and is then brought to City Council for a final decision.

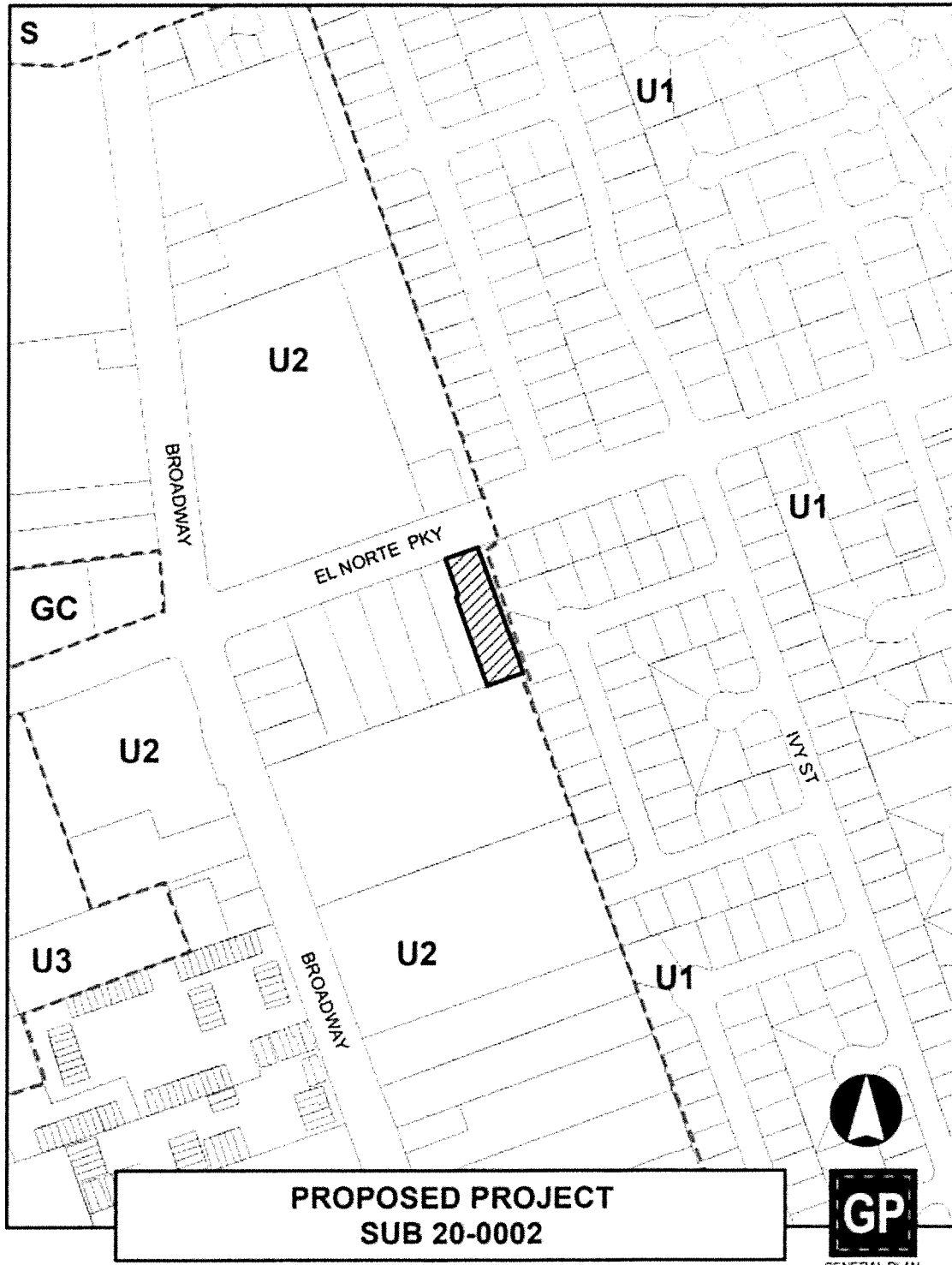
The proposed Project is consistent with the General Plan, as well as with the development standards for the R-2-12 zone, with the exception of two waivers as allowed by the State Density Bonus Law (Government Code Section 65915, subsection (e)). The Project as proposed will not have a significant effect on the environment, as designed and conditioned. The site is suitable for the type and intensity of use or development which is proposed. Staff recommends that the Planning Commission recommend approval of Planning Case Nos. SUB 20-0002 and PHG 20-0019, based upon the factors/findings and conditions contained in the attached Draft Planning Commission Resolution No. 2020-15.

ATTACHMENTS:

1. Location and General Plan Map
2. Unanimous Approval Form (Community Facilities District No. 2020-2)
3. Density Bonus Letter from Habitat for Humanity, October 1, 2020
4. Draft Planning Commission Resolution 2020-15

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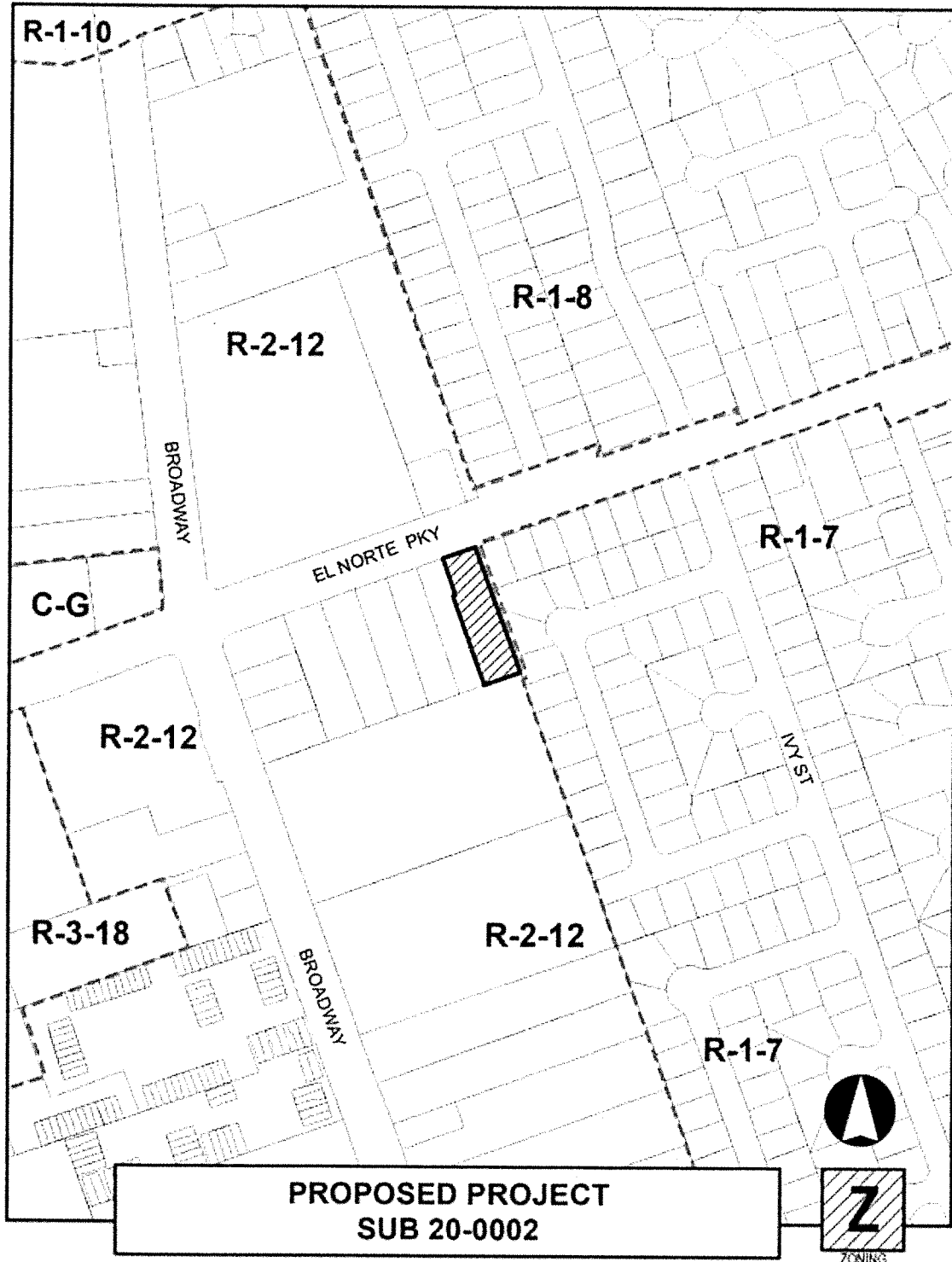
ATTACHMENT 1



**PROPOSED PROJECT
SUB 20-0002**



SUB 20-0002 & PHG 20-0019
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SUB 20-0002 & PHG 20-0019
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ATTACHMENT 2

UNANIMOUS APPROVAL

**Community Facilities District No. 2020-1
of the City of Escondido (Services)**

July 28, 2020

Community Facilities District No. 2020-1
of the City of Escondido (Services)
201 North Broadway
Escondido, CA 92025
Attention: City Manager

The City of Escondido (the "City") has formed Community Facilities District No. 2020-1 of the City of Escondido (Services) (the "District") pursuant to the Mello-Roes Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code (the "Act"). The purpose of the District is to finance (1) certain services (collectively, the "Services") described in Attachment "B" to Resolution No. 2020-24 of the City Council of the City adopted April 9, 2020 (the "Resolution of Intention") caused by development within the District and (2) "Incidental Expenses" as said term is defined in the Rate and Method of Apportionment.

The undersigned property owner (the "Owner") here by states and certifies as follows:

1. This Unanimous Approval is submitted by the Owner who is the record owner of fee title to the real property and improvements thereon as described in Attachment "A" hereto (collectively, the "Annexation Territory"). The Owner has provided the District sufficient and current evidence of their ownership of fee title to the Annexation Territory and possesses all legal authority necessary to execute this Unanimous Approval.

2. There are no registered voters residing within the Annexation Territory and have been none during the 90-day period preceding July 28, 2020.

3. This Unanimous Approval constitutes the unanimous approval of the Owners in favor of the following within the meaning of Sections 53329.6, 53339.2 and 53339.3 of the Act:

(a) Annexation. The annexation of the Annexation Territory to the District for the purpose of financing the Services and Incidental Expenses set forth in Attachment "B" to the Resolution of Intention.

(b) Special Tax. The levy of special taxes (the "Special Tax") in the Annexation Territory to finance the Services and the Incidental Expenses in accordance with the Rate and Method and this Unanimous Approval.

Pursuant to Section 53329.6 of the Act, this Unanimous Approval constitutes the vote of the qualified elector in favor of the matters addressed in this Section 3 for purposes of the California Constitution, including, but not limited to Articles XIII A and XIII C.

4. The Owner hereby acknowledges that no further hearings or procedures are required with respect to the approval of the matters set forth in Section 3 above.

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5. The Owner understands and hereby unanimously approves that the Special Tax is authorized to be levied on the Annexation Territory annexed to the District, and the lien is a continuing lien which shall secure each annual levy of the Special Taxes and which shall continue in force and effect until the Special Tax obligation is canceled in accordance with law or until the Special Tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

6. The Owner hereby waives any and all requirements with respect to the approval of the matters set forth in this Unanimous Approval, including without limitation, the preparation of an impartial analysis, arguments or rebuttals concerning elections as provided for by Elections Code Sections 9160 to 9167, inclusive, and 9190 and preparation of a tax rate statement as provided in Section 9401 of the Elections Code and any further notices of such approvals as may be required pursuant to the Elections Code or the Government Code. Having been fully advised with respect to the approval process set forth herein, the Owner waives compliance with any and all provisions of the Elections Code and Government Code, with any time limits or other procedural requirements pertaining to this Unanimous Approval.

The undersigned hereby represents that compliance with any additional procedural requirements for the Unanimous Approval provided for herein, including the receipt of any arguments for or against such approval and impartial analyses and the time limitations which may apply in connection with scheduling, mailing and publishing notices, are unnecessary in light of the fact that the undersigned has received sufficient information regarding the imposition of the special tax as set forth in Resolution No. 2020-44 of the City Council of the City adopted May 13, 2020 (the "Resolution of Formation") to allow it to properly complete the this Unanimous Approval. The Owner further waives its right to make any protest or complaint or undertake any legal action challenging the validity of this Unanimous Approval and any proceedings taken in connection therewith or the levy of the special tax to finance the costs of the Services for the benefit of the Annexation Territory.

7. The Owner hereby authorizes the District to execute and record in the office of the Recorder of the County of San Diego, a notice of special tax lien in accordance with Streets & Highways Code Section 3117.5, which shall give notice that a lien to secure payment of the Special Tax is imposed by the District.

8. This Unanimous Approval shall be effective upon its execution and delivery.

The foregoing Unanimous Approval is hereby executed this 26 day of July, 2020 in San Diego, California

[Signature] For San Diego Habitat for Humanity
record owner of the Property

ATTACHMENT 1

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ATTACHMENT A
ANNEXATION TERRITORY

Real property in the City of Escondido, County of San Diego, State of California, described as follows:

Assessor's Parcel Nos: 229-090-14-00

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November 10, 2020
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8128 Mercury Court
San Diego, CA 92111
PI 619-283-4663
FI 619-516-5264
license #955336

building strength, stability and self-reliance through shelter

sandiegohabitat.org

Updated:
October 1, 2020

**A San Diego Habitat for Humanity Project
Location: 245 E. El Norte Parkway**

Project Overview:

San Diego Habitat for Humanity is proposing a multi-family affordable housing project. This El Norte development plan will consist of 10 duplex units (5 buildings). 100% of the homes, after construction will be sold to low income households under 80% of the Area Median Income.

The proposed project will transform a vacant, underutilized parcel and provide affordable homeownership opportunities for 10 local families. All units will be approximately 1250sf, with 3 bedrooms and 2 bathrooms, a 2 car attached garage, and open space. See attached site plan.

This development will be one of the few developments in San Diego County offering 100% homeownership affordability opportunities to households under 80% AMI.

Application of California Density Bonus Law (Government Code Section 65915)

Habitat's El Norte project qualifies for a density bonus and waiver or reduction of development standards because all units are affordable.

The City has established a Preliminary Application Review pursuant to Section 3301413 of the Escondido Zoning Code, which states that in order to apply for a density bonus or residential incentives, the developer shall first submit to the planning division a written proposal for a project [Section 33-1413(a)]. This document is intended to serve as the written proposal satisfying the City requirement.

City of Escondido Preliminary Application Review Requirements – Section 330-1413(b)

1. Density Bonus Report per Section 33-1412(a) – see Density Bonus Report section below.

33-1412(1):

Location: 245 E. El Norte Parkway
APN: 229-040-14
Site Area: .6 acres / 26,136 sf
Existing Zoning: R-2-12 – Light Multifamily Residential
Minimum Lot Size: 6,000 sf

Maximum Permitted Density	12du/acre
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ReStore

all locations: 619-516-5267

San Diego
8128 Mercury Court
San Diego, CA 92111

Escondido
837 Metzger Street
Escondido, CA 92025

National City
310 National City Boulevard
National City, CA 91950

Carlsbad
1810 Warren Road
Carlsbad, CA 92008

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8128 Mercury Court
 San Diego, CA 92111
 P1619-283-4663
 F1619-516-5264
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Property Size	.6 acres
Number of Units at Maximum Permitted Density	7.2 (rounded to 8)
Affordable Units	All units
Density Bonus Units (@35%)	2.52
Total Project Units Proposed	10 duplex units (5 buildings)

- 33-1412(2): N/A - This property has been vacant for over 5 years.
- 33-1412(3): N/A - This property has been vacant for over 5 years, thus there are no recorded restrictions.
- 33-1412(4): N/A - No – a density bonus is not requested for a land donation.
- 33-1412(5): N/A - No – a density bonus is not requested under a joint commercial and housing partnership.
- 33-1412(6): Density Bonus Requested Concessions/Incentives: See #8 Below
- 33-1412(7): N/A – Mixed use zoning is not proposed.
- 33-1412(8): Density Bonus Requested Waivers.

Waiver	Development Standard per General Plan	Proposed	Justification
Open Space Requirement	400 sf per unit, plus 200 sf for each bedroom over one. = 800 sf per unit Section 33-108(b)	450 sf per unit	Requesting a waiver to the useable open space standard of 800 square feet per residential unit. The existing open space development standard would physically preclude the construction of the project as designed. The project is efficiently utilizing the .6 acre site, which results in limited physical area to meet the existing open space standard. Therefore, the existing open space development standard would need to be reduced or waived in order for the project to be constructed as designed.
Setback Requirements	Front: 15' Rear: 15' Side: 5'	Front: 10' Rear: 5' Side: 5'	Requesting waiver to the front and rear setback requirement. Existing development standard would preclude construction of the project as designed. The project efficiently utilizes the .6 acre

ReStore
 all locations: 619-516-5267

San Diego 8108 Mercury Court San Diego, CA 92111	Escondido 837 Metcalf Street Escondido, CA 92025	National City 310 National City Boulevard National City, CA 91950	Carlsbad 1810 Marion Road Carlsbad, CA 92008
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 San Diego, CA 92111
 P1619-283-4663
 F1619-516-5264
 license #955336

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			site, which results in limited physical area to meet the setback standard. Therefore, the existing setback development standard would need to be reduced or waived in order for the project to be constructed as designed.
Smaller Garage	19.5' x 20'	19.5' X 18.5	Requesting a slightly smaller garage size of as a concession. Re design efforts are costly and reduced living area in an already small unit impacts quality of life.

33-1412(9): Density Bonus Parking Reduction.

<i>Normal Development Standard:</i>	<i>Parking Reduction Request:</i>
2 parking spaces per unit, plus one guest space per four units or fraction thereof.	Pursuant to Section 65915(p)(1) of the State Density Bonus law Habitat desires to provide two spaces per unit with no additional guest parking.

33-1412(10): N/A – No child care facility proposed.

33-1412(11): N/A – no condominium conversion proposed.



ReStore

all locations: 619-516-5267

San Diego
 8128 Mercury Court
 San Diego, CA 92111

Escondido
 837 Metcalf Street
 Escondido, CA 92025

National City
 310 National City Boulevard
 National City, CA 91950

Carlsbad
 1810 March Road
 Carlsbad, CA 92008

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ATTACHMENT 4

Planning Commission
Hearing Date: November 10, 2020
Effective Date: November 11, 2020

PLANNING COMMISSION RESOLUTION NO. 2020-15

A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF ESCONDIDO, CALIFORNIA,
RECOMMENDING APPROVAL OF A TENTATIVE
SUBDIVISION MAP AND CONDOMINIUM PERMIT, FOR
A TEN-UNIT CONDOMINIUM DEVELOPMENT

APPLICANT: Ryan Waufle, Pasco Laret Suiter & Associates

CASE NOS: SUB 20-0002 and PHG 20-0019

WHEREAS, Ryan Waufle of Pasco Laret Suiter & Associates ("Applicant"), filed a land use development application (Planning Case Nos. SUB 20-0002 and PHG 20-0019) constituting a request for a Tentative Subdivision Map along with a Condominium Permit, for the proposed development of ten (10) townhome units ("Project"). The site currently is 0.6 acres in size and is located at 245 East El Norte Parkway (APN 229-040-14, in the Light Multiple Residential Zone (R-2-12); and

WHEREAS, the subject property is all that real property described in Exhibit "A," which is attached hereto and made a part hereof by this reference as though fully set forth herein ("Property"); and

WHEREAS, the land use development application was submitted to, and processed by, the Planning Division of the Community Development Department in accordance with the rules and regulations of the Escondido Zoning Code and the applicable procedures and time limits specified by the Permit Streamlining Act

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(Government Code Section 65920 et seq.) and California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 et seq.); and

WHEREAS, multi-family residential development (air-space condominium units) is a permitted use within the R-2-12 Zone, subject to the approval of a Tentative Subdivision Map and Condominium Permit, in accordance with Sections 33-94 and 33-951 of the Escondido Zoning Code, and Section 32.201.01 of the Escondido Municipal Code; and

WHEREAS, pursuant to CEQA and CEQA Guidelines (Title 14 of California Code of Regulations, Section 15000 et. seq.), the City is the Lead Agency for the Project, as the public agency with the principal responsibility for approving the proposed Project; and

WHEREAS, due to the use of funds for this Project, the Project qualifies for review under the National Environmental Policy Act (42 U.S.C. 4321 et seq., herein after NEPA); and

WHEREAS, the Planning Division did study said request, performed necessary investigations, prepared a written report, and does recommend approval of the Project as depicted on the plan set shown in Exhibit "B," which is attached hereto and made a part hereof by this reference as though fully set forth herein; and

WHEREAS, City staff provided public notice of the application in accordance with City and State public noticing requirements.

WHEREAS, on November 10, 2020, the Planning Commission held a duly noticed public hearing as prescribed by law. At said hearing, this Planning Commission received and considered the reports and recommendation of the Planning Division and gave all persons full opportunity to be heard and to present evidence and testimony respecting

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said matter. Evidence was submitted to and considered by the Planning Commission, including, without limitation:

- a. Written information including plans, studies, written and graphical information, and other material, submitted by the Applicant;
- b. Oral testimony from City staff, interested parties, and the public;
- c. The staff report, dated November 10, 2020, with its attachments as well as City staff's recommendation on the Project, which is incorporated herein as though fully set forth herein; and
- d. Additional information submitted during the public hearing; and

WHEREAS, said public hearing before the Planning Commission was conducted in all respects as required by the Escondido Municipal Code and the rules of this Planning Commission; and

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Escondido:

1. That the above recitations are true and correct.
2. Public Resources Code Section 21084 requires the CEQA Guidelines to include a list of classes of projects which have been determined *not* to have a significant effect on the environment and which shall be exempt from the provisions of CEQA. The Planning Commission, in its independent judgement, has determined the Project to qualify for the "In-Fill Development" exemption under Section 15332 of the CEQA Guidelines, since it is consistent with the General Plan and zoning regulations; occurs within city limits on a site no more than five (5) acres that is substantially surrounded by urban uses; occurs on a site with no value as habitat for endangered, rare, or threatened

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species; would not result in significant effects to traffic, noise, air quality, or water quality; and can be adequately served by required utilities and public services.

3. The Project is a project under CEQA and NEPA. NEPA and CEQA lead agencies must each reach their own conclusions about which level of environmental review and documentation a particular project requires. These environmental review regulations shall generally apply to the whole of the Project, and not separately to each individual permit that a project may require. Therefore, a single review shall be performed for each project, and shall apply to every permit required for that project. If a project is determined to be exempt from environmental review, every permit related to the project shall likewise be deemed exempt.

4. After consideration of all evidence presented, and studies and investigations made by the Planning Commission and in its behalf, the Planning Commission makes the following substantive findings and determinations, attached hereto as Exhibit "C," relating to the information that has been considered. In accordance with the Findings of Fact and the foregoing, the Planning Commission reached a recommendation on the matter as hereinafter set forth.

5. The Planning Commission hereby recommends that City Council approve the application to use the subject property for said purpose specified above and subject to each and all of the conditions hereafter set forth in Exhibit "D". The Planning Commission expressly declares that it would not have made this recommendation for this land use development application except upon and subject to each and all of said conditions, which shall run with the land and be binding upon the Applicant, the owner,

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and all subsequent owners of the subject property, and all persons who use the subject property for the use permitted hereby.

6. The development plan is on file in the Planning Division of the Community Development Department and is available for inspection by anyone interested herein, and said development plan is incorporated herein by this reference, the same as if it were fully set forth herein. This Project is conditionally approved as set forth on the application and Project drawings, all designated as approved by the Planning Commission, and shall not be altered without the express authorization by the Planning Division. Any deviations from the approved plans shall be reviewed by the City for substantial compliance and may require amendment by the appropriate hearing body.

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

1. NOTICE IS HEREBY GIVEN that the Project is subject to dedications, reservations, and exactions, as specified in the Conditions of Approval. The Project is subject to certain fees described in the City of Escondido's Development Fee Inventory on file in both the Community Development and Public Works Departments. The Applicant shall be required to pay all development fees of the City then in effect at the time and in such amounts as may prevail when building permits are issued. It is the City's intent that the costs representing future development's share of public facilities and capital improvements be imposed to ensure that new development pays the capital costs associated with growth. The Applicant is advised to review the Planned Fee Updates portion of the web page, www.escondido.org, and regularly monitor and/or review fee-related information to plan for the costs associated with undertaking the Project.

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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.

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PASSED, ADOPTED AND APPROVED by a majority vote of the Planning Commission of the City of Escondido, California, at a regular meeting held on the 10th day of November, 2020, by the following vote, to wit:

AYES:	COMMISSIONERS:
NOES:	COMMISSIONERS:
ABSTAINED:	COMMISSIONERS:
ABSENT:	COMMISSIONERS:

STAN WEILER, Chair
Escondido Planning Commission

ATTEST:

MIKE STRONG, Secretary of the
Escondido Planning Commission

I hereby certify that the foregoing Resolution was passed at the time and by the vote above stated.

Joanne Tasher, Minutes Clerk
Escondido Planning Commission

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EXHIBIT "A"

LEGAL DESCRIPTION

Planning Case Nos.: SUB 20-0002 and PHG 20-0019

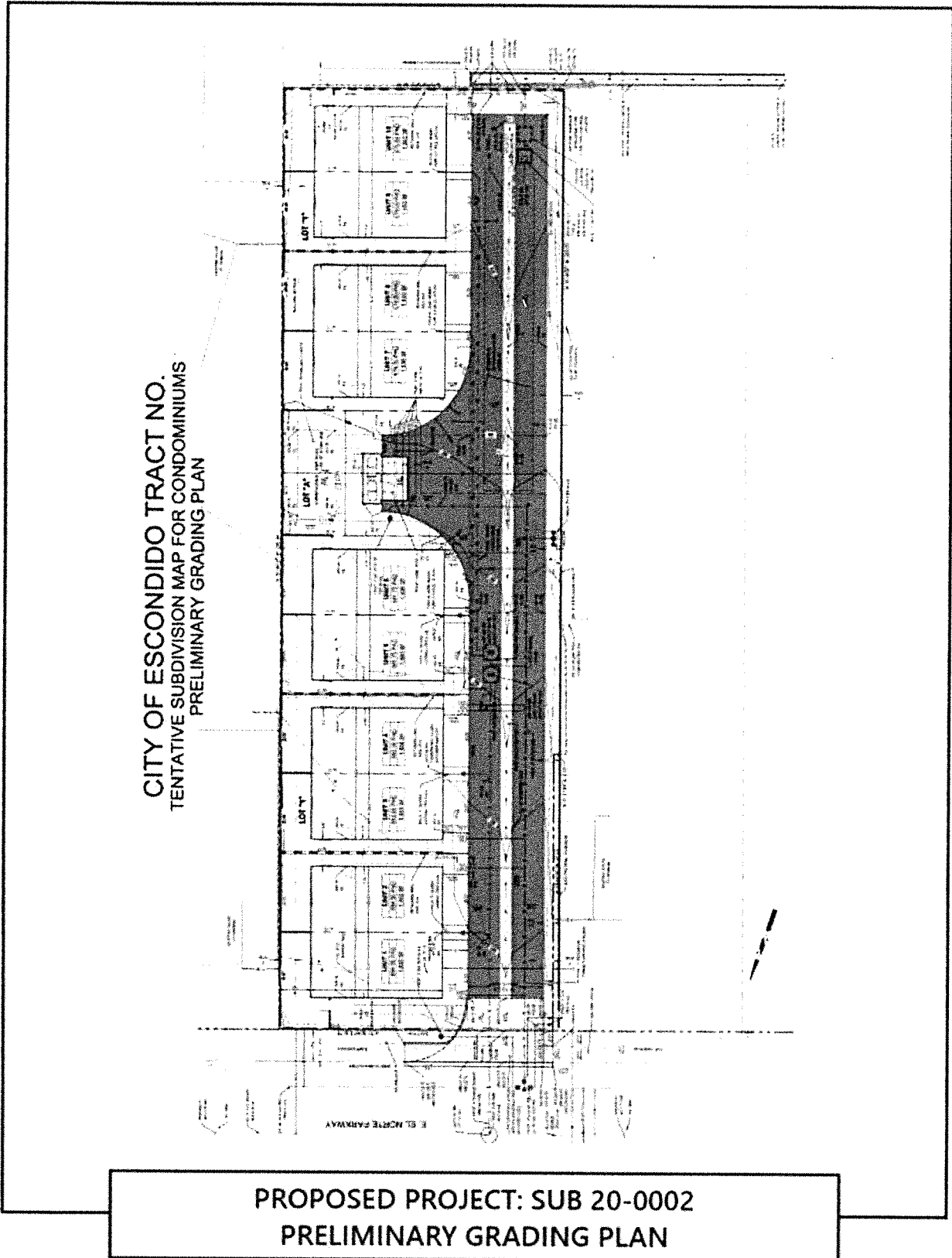
THE NORTHEASTERLY 146 FEET 9 INCHES OF LOT 11 OF BLOCK 170 OF THE RE-SURVEY OF PART OF THE RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 723, MADE BY J. M. GRAHAM, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892.

EXCEPTING THEREFROM THE SOUTHWEST 58 FEET THEREOF.

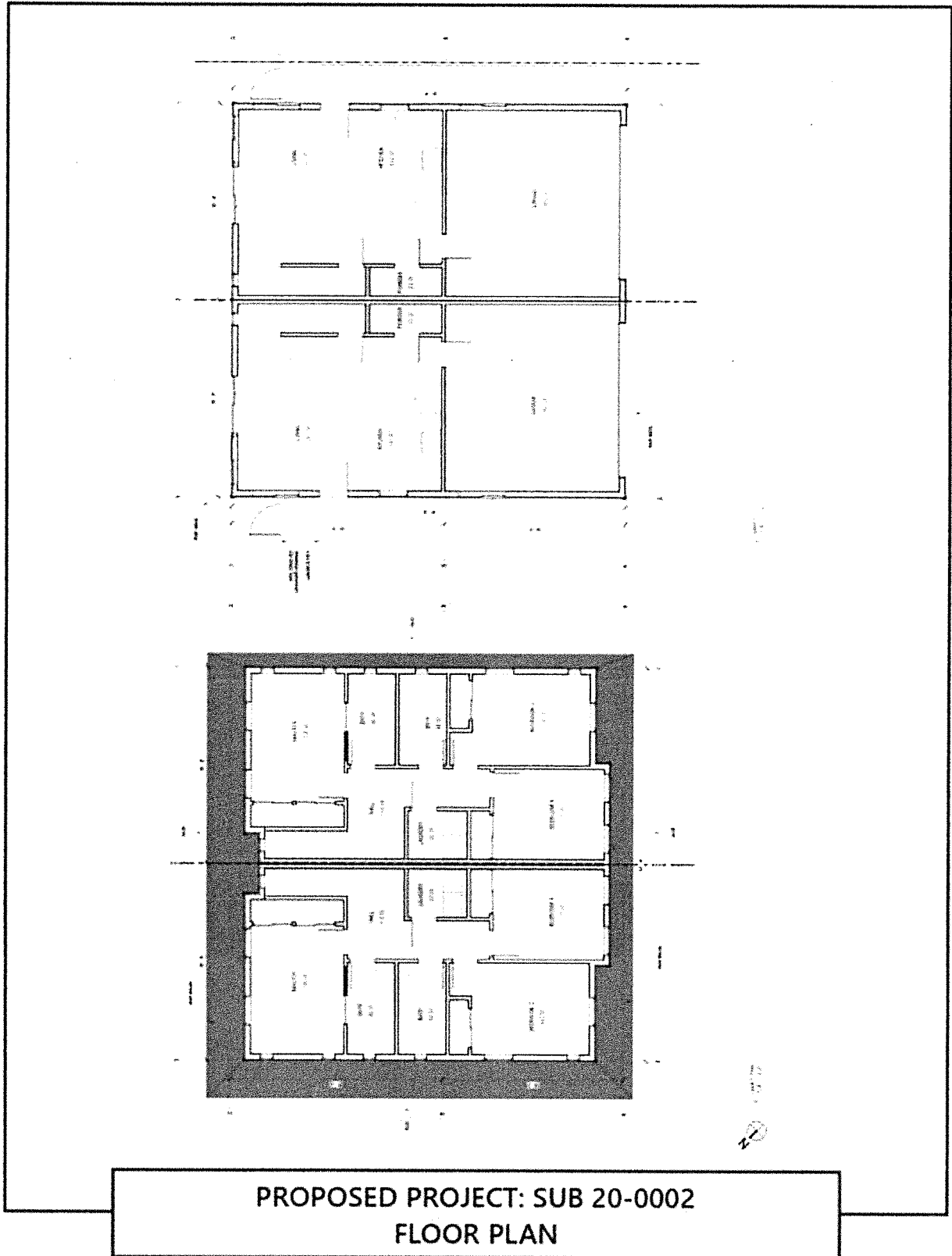
ALSO EXCEPTING THE NORTHERLY 87 FEET OF THE WESTERLY 2.00 FEET OF THE EASTERLY 88.00 FEET 9 INCHES THEREOF.

Assessor's Parcel Number 229-040-14

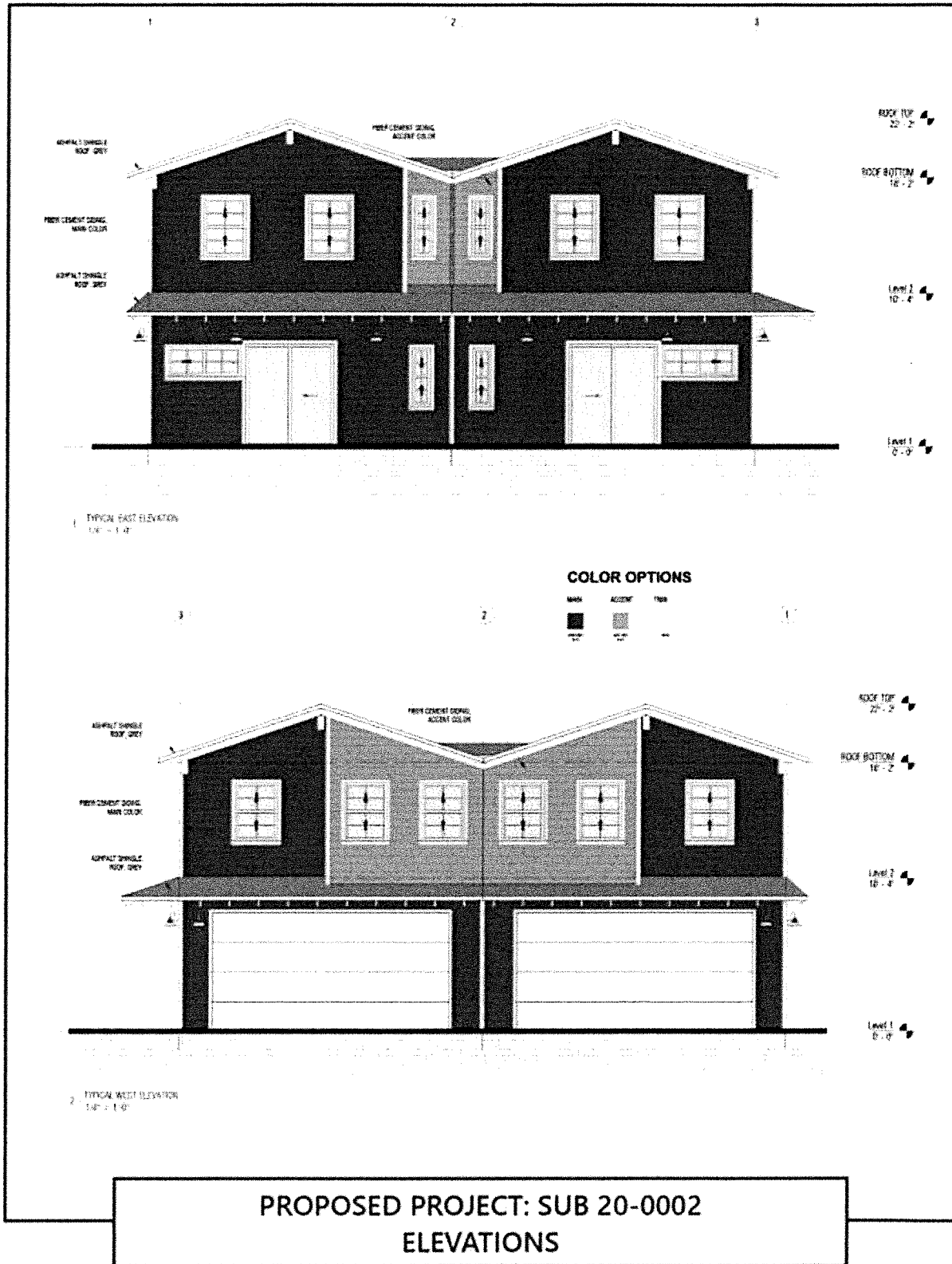
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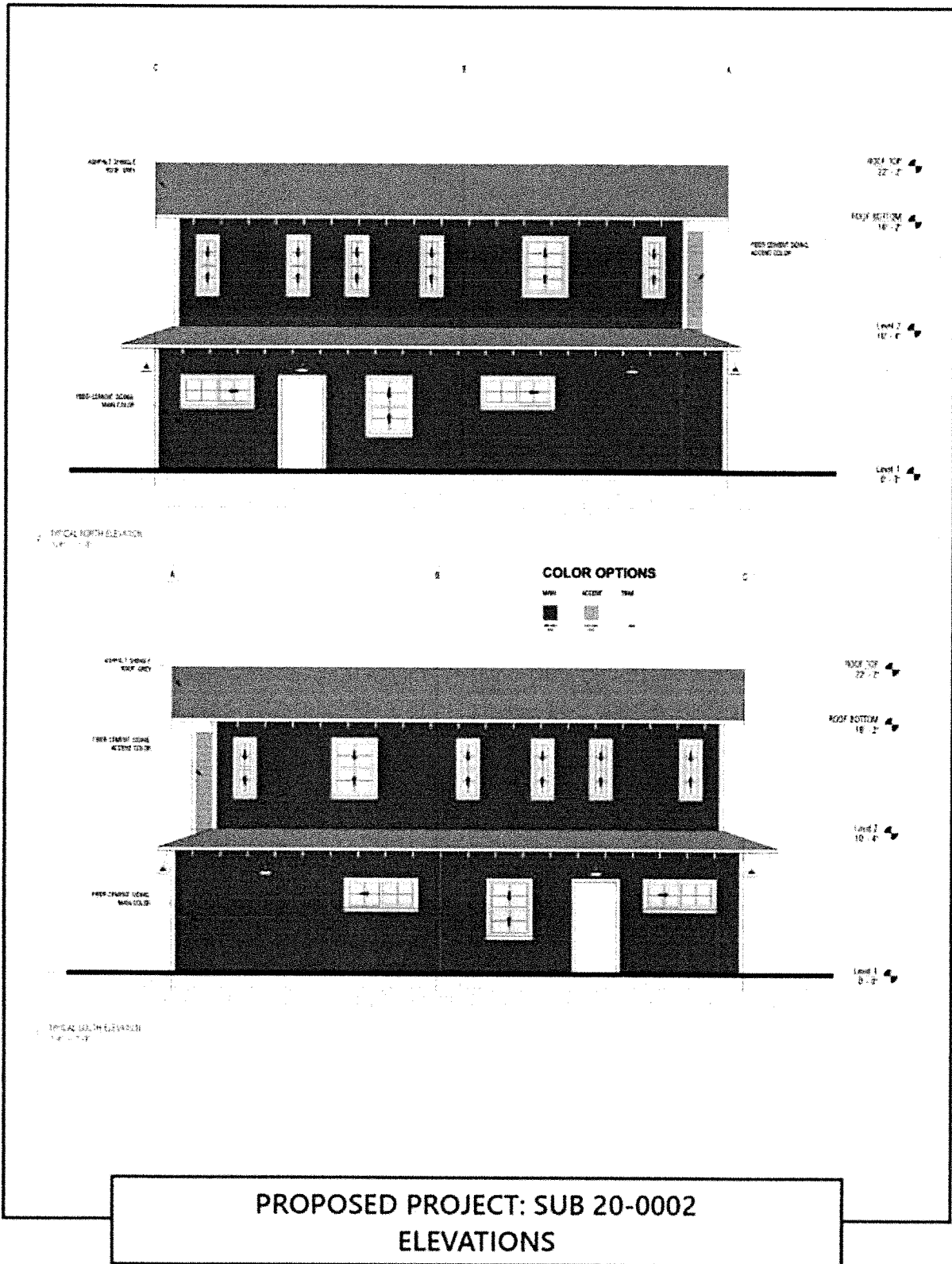
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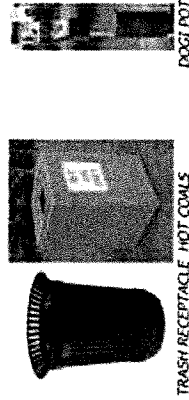
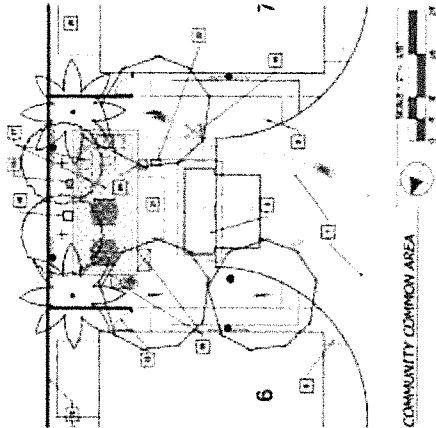
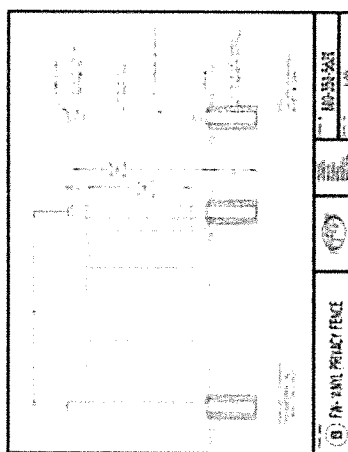
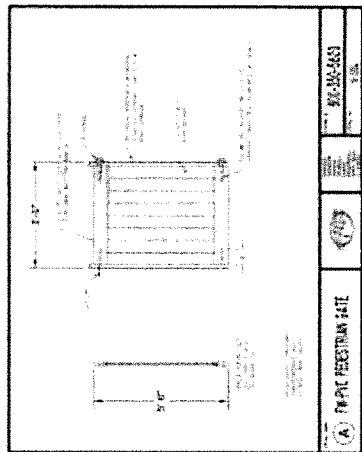


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**CITY OF ESCONDIDO TRACT NO.
 TENTATIVE SUBDIVISION MAP FOR 10 CONDOMINIUMS - LANDSCAPE CONCEPT PLAN
 245 E. EL NORTE PARKWAY ESCONDIDO, CA 92026**



NO.	DESCRIPTION	QTY.	UNIT	PRICE	TOTAL
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(C) 3'-0" MASONRY WALL & 30'-0" HT. TUBULAR STEEL VIEW FENCE

**PROPOSED PROJECT: SUB 20-0002
 CONCEPTUAL LANDSCAPE PLAN**

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EXHIBIT “C”

FINDINGS OF FACT / FACTORS TO BE CONSIDERED

Planning Case Nos.: SUB 20-0002 and PHG 20-0019

Public Notice and Outreach:

Planning Division staff provided public notice of the application in accordance with City and State public noticing requirements. A notice was published in the local newspaper on October 29, 2020. In addition, 205 notices were sent to owners and occupants within 500 feet of the Project site. A public notice was also provided at the on the Project site, on the City’s website, and posted at City Hall and City Library.

Tentative Subdivision Map Determinations

1. The Planning Commission makes the finding that findings (a) through (g) below, as contained in Section 66474 of the California Government Code, apply to this Project for the reasons stated as follows:

Findings for Tentative Map Approval	Explanation of Finding
<p>A. That the proposed map is consistent with applicable general and specific plans as specified in Section 65451 of the Subdivision Map Act</p>	<p>The General Plan land use designation for the site is Urban II (U-2). The proposed subdivision is consistent with the allowed uses for the U-2 land use designation. The U-2 land use designation allows a maximum density of 12 dwelling units per acre. The Project site is 0.6 acres and the allowed yield would be 7.2 units for a non-affordable Project, rounded down to seven (7) units. Because the Project will be 100 percent affordable, the State Density Bonus Law permits the base density to be rounded up to eight (8) units, and a 35 percent density bonus may be applied to that base, bringing the total number of allowed units to eleven (11). The Project proposes to construct ten (10) units on the site. The Project site is not located within an existing or proposed specific plan.</p>
<p>B. That the design or improvement of the proposed subdivision is consistent with applicable general and specific plans.</p>	<p>The Project will be 100 percent affordable and therefore eligible for a density bonus, allowing it to exceed the typical density for the U-2 land use designation and the R-2-12 zone. As conditioned, the design and improvements of the proposed subdivision are consistent with</p>

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	<p>the General Plan. Furthermore, the payment of development impact fees, as well as annexation into CFD No. 2020-1, will avoid or lessen the likelihood of future impacts related to the provision of public services, and will maintain consistency with Housing Element and Growth Management policies related to assessing fiscal impacts of new development and ensuring provisions to offset costs to public facilities and services.</p>
<p>C. The Project site is physically suitable for the proposed type of Project.</p>	<p>The site is suitable for the residential type of development proposed since adequate access and utilities can be provided to the site. The Project would not result in the destruction of desirable natural features, nor be visually obstructive or disharmonious with surrounding areas because the site is not located on a skyline or intermediate ridge, and does not contain any significant topographical features. A conceptual landscape plan provided by the applicant proposes to plant a variety of trees, shrubs, and groundcovers throughout the Project site.</p>
<p>D. That the site is physically suitable for the proposed density of development.</p>	<p>The granting of the Tentative Subdivision Map would not violate the requirements, goals, policies, or spirit of the General Plan. The density proposed by the Project is allowed per the provisions of the State Density Bonus Law. Adequate access to the Project can be provided via El Norte Parkway.</p> <p>The Project would not be out of character for the area because the proposed development would be well integrated into its surroundings in terms of building height and appearance. The new residences would incorporate compatible and integrated architecture, materials, and colors. The Project would not be visually obstructive or disharmonious with surrounding areas, or harm major views from adjacent properties.</p>
<p>E. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially or avoidably injure fish or wildlife or their habitat.</p>	<p>The Project is exempt from the California Environmental Quality Act (CEQA) per section 15332 of the CEQA Guidelines ("In-Fill Development"). The Project would not cause substantial environmental damage and would avoid injury to fish or wildlife, or their habitat, because the site is located within an</p>

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	urban setting with no bodies of water and limited vegetation.
<p>F. That the design of the subdivision or the type of improvements is not likely to cause serious public health concerns.</p>	<p>The design of the Tentative Map and the type of improvements are not likely to cause serious public health problems. The Project site is outside of any flood hazard areas as indicated on flood maps maintained by the Federal Emergency Management Agency ("FEMA"), and outside of any earthquake fault zones as shown on maps maintained by the California Department of Conservation. The Project's proposed driveway alignment, grade and width; drainage and sanitary facilities and utilities, including alignments and grades thereof; location and size of all required easements and rights-of-way; unit configuration; traffic and emergency access; grading; and open space and recreational amenities were all reviewed for compliance with relevant City policies and codes.</p>
<p>G. That the design of the subdivision or the type of improvements would not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.</p>	<p>The design of the map and type of improvements would not conflict with easements of record, or easements established through court judgment, or acquired by the population at large, for access through, or use of property within the proposed map. All easements identified in the preliminary title report for the subject property are shown on the proposed Tentative Subdivision Map. No conflicts with easements of record have been identified.</p>

2. All permits and approvals applicable to the proposed Tentative Map pursuant to Chapter 33 of the Municipal Code have been obtained, or conditions of approval have been proposed to ensure they will be obtained. Approval of a Condominium Permit along with the Tentative Map will allow the applicant to implement the design of the subdivision as shown on the map. The Project has been conditioned to require grading, landscaping, and building permits necessary to construct the Project as proposed.

3. The proposed Tentative Map shall be in conformity with the zone in which it is located. The Project site currently is zoned R-2-12 (Light Multiple Residential; maximum 12 units/acre). The Project would provide a total of ten (10) units, including a base density of eight (8) units and two (2) bonus units, as allowed per the provisions of the State Density Bonus Law. The Tentative Subdivision Map has been conditioned appropriately to provide all infrastructure improvements including open space and landscaping.

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4. All applicable requirements of the Subdivision Map Act and any ordinance of the City of Escondido regulating land divisions have been satisfied.
5. The Project is exempt from CEQA per section 15332 of the CEQA Guidelines, which covers in-fill development meeting specified criteria. As discussed in the staff report of November 10, 2020, the Project satisfies these criteria because it is consistent with the provisions and policies of the City of Escondido General Plan and Zoning Code; is located on a site within City limits that is under five (5) acres, is substantially surrounded by urban uses, and can be served by utilities and public services; is not expected to create impacts to traffic and air quality that exceed applicable thresholds; and is located on land that does not have value as habitat for rare, threatened, or endangered species. After Project approval, a Notice of Exemption will be filed with the County of San Diego Clerk's Office, along with the applicable filing fees.

Condominium Permit Determinations

1. The Project is a new condominium project, and is subject to current zoning, design review, drainage, engineering, fire protection, seismic, and building code requirements. The Project has been reviewed by various City departments and divisions, including Planning, Engineering, Traffic Engineering, Building, Fire, Utilities, Environmental Programs, and the staff design review team. All requirements of these departments and divisions have been incorporated into the Project plans, or have become conditions of approval for the Project.
2. Because the Project will construct new condominium buildings instead of converting existing buildings to condominiums, there are no required upgrades or modifications to fix nonconforming conditions.
3. The Project will contain architectural and site-planning features commonly found in projects that maintain a majority of owner-occupied units. All units in the development will contain three (3) bedrooms and approximately 1,245 square feet of living space, comparable with other for-sale condominium units in Escondido, and with other Habitat for Humanity projects. Each unit will have a private garage, fenced yard with patio, and in-unit laundry. Common amenities will include a barbeque, garden boxes, pet area, and outdoor seating. Landscaping will be provided throughout the site in all common areas.
4. The Project provides sufficient parking commensurate with its location and design. Each unit will have two (2) designated parking spaces, which is the typical requirement for three (3)-bedroom units in multi-family projects, as well as duplex units of any size, per Escondido's off-street parking standards (Section 33-765 of the Zoning Code). The Project provides no separate guest parking, but State Density Bonus Law pre-empts the City from requiring more than two (2) spaces per unit, inclusive of any guest or handicapped parking.

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5. The Project's open space is well-designed, properly distributed, and does not unreasonably restrict disabled access. Each unit in the development would have a private, fenced yard area with patio, accessible directly from the unit. A common amenity area would be centrally-located on the site, with a variety of social and recreational facilities. The common area would be accessible via a paved walkway leading from the common driveway.
6. The Project conforms to the General Plan and applicable zoning provisions. The Project site is located in the Urban II (U-2) designation of the General Plan, and the Light Multiple Residential (R-2-12) zone of the Zoning Code. Both of these designations allow multi-family projects of up to 12 units per acre. Because all of the units in the Project would be reserved for low-income households, the Project is eligible for a density bonus per the State Density Bonus Law (California Government Code Sections 65915 through 65918). Therefore, the Project would construct ten (10) units (for a density of 16.7 units per acre) as allowed in the terms of that law. The State Density Bonus Law allows an unlimited number of waivers from typical development standards, when those standards would physically preclude the construction of a project at the permitted density. The Project proposes waivers from the typical R-2-12 standards for open space and setbacks, as explained in the November 10, 2020 staff report. All other development standards required for the R-2-12 zone are satisfied or have been conditioned.
7. The Project is not required to submit a maintenance and replacement program to the City as part of the Project application, because it is a new condominium development, not a condominium conversion.
8. The Project is not subject to the tenant notification and information process described in the California Subdivision Map Act, Article 49 (Air Space Condominium and Community Apartment Projects) of the Escondido Zoning Code, and Chapter 32 (Subdivision) of the Escondido Municipal Code, since it is a new condominium development and not a condominium conversion, and no tenants currently reside on the site.
9. The Project is not responsible for releasing security deposits or providing rental payment history reports to any existing tenants, since it is a new condominium development and not a condominium conversion, and no tenants currently reside on the site.

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EXHIBIT "D"

CONDITIONS OF APPROVAL

Planning Case Nos.: SUB 20-0002 and PHG 20-0019

This Project is conditionally approved as set forth on the application received by the City of Escondido on **February 3, 2020**, and the Project drawings consisting of Site Plans, Floor Plans, Architectural Elevations, Civil Sheets/Grading, Landscape Plans, and Colored Elevations; and shall not be altered without express authorization by the Community Development Department.

For the purpose of these conditions, the term "Applicant" shall also include the Project proponent, owner, permittee, or its successor(s) in interest, as may be applicable.

General Conditions

1. **Acceptance of Permit.** Should the Applicant fail to file a timely and valid appeal of this Permit within the applicable appeal period, such inaction by the Applicant shall be deemed to constitute all of the following on behalf of the Applicant:
 - a. Acceptance of the Permit by the Applicant; and
 - b. Agreement by the Applicant to be bound by, to comply with, and to do all things required of or by the Applicant pursuant to all of the terms, provisions, and conditions of this Project Permit or other approval and the provisions of the Escondido Municipal Code or Zoning Code applicable to such Permit.
2. **Permit Expiration.** The Tentative Subdivision Map and corresponding Condominium Permit shall automatically expire after three (3) years from the date of this approval, or the expiration date of any extension granted in accordance with the Escondido Municipal Code or Zoning Code.
3. **Certification.** The Director of Community Development, or his/her designee, is authorized and directed to make, or require the applicant to make, all corrections and modifications to the Project drawings and any other relevant document comprising the Project in its entirety, as necessary to make them internally consistent and in conformity with final action on the Project. This includes amending the Project drawing as necessary to incorporate revisions made by the decision-making body and/or reflecting any modifications identified in these conditions of approval. Said Plans must be certified by the Planning Division prior to submittal of any post-entitlement permit, including grading, public improvement, landscape, or building plans for the project.

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4. Conformance to Approved Plans.

- a. The operation and/or use of the subject property shall be consistent with the Project Description and Details of Request, designated with the Approved Plan set.
- c. Nothing in this Permit shall authorize the Applicant to intensify the authorized activity beyond that which is specifically described in this Permit.
- d. Once a permit has been issued, the Applicant may request Permit modifications. "Minor" modifications may be granted if found by the Director of Community Development to be in substantial conformity with the Approved Plan set, including all exhibits and Permit conditions attached hereto. Modifications beyond the scope described in the Approved Plan set may require submittal of an amendment to the Permit and approval by the authorized agency.

5. Limitations on Use. Prior to any use of the Project site pursuant to this Permit, all Conditions of Approval contained herein shall be completed or secured to the satisfaction of the Community Development Director.

6. Certificate of Occupancy.

- a. No change in the character of occupancy or change to a different group of occupancies as described by the Building Code shall be made without first obtaining a Certificate of Occupancy from the Building Official, as required, and any such change in occupancy must comply with all other applicable local and state laws.
- b. Prior to final occupancy, a Planning Final Inspection shall be completed to ensure that the property is in full compliance with the Permit terms and conditions. The findings of the inspection shall be documented on a form and content satisfactory to the Director of Community Development.

7. Availability of Permit Conditions.

- a. Prior to building permit issuance, the Applicant shall cause a covenant regarding real property to be recorded that sets forth the terms and conditions of this Permit approval and shall be of a form and content satisfactory to the Director of Community Development.
- b. The Applicant shall make a copy of the terms conditions of this Permit readily available to any member of the public or City staff upon request. Said terms and conditions shall be printed on any construction plans that are submitted to the Building Division for plan check processing.

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8. **Right to Entry.** The holder of this Permit shall make the premises available for inspection by City staff during construction or operating hours and allow the investigations of property necessary to ensure that minimum codes, regulations, local ordinances and safety requirements are properly followed. The Applicant shall provide such business records, licenses, and other materials necessary upon request to provide evidence of compliance with the conditions of approval, as well as federal, state, or laws.

9. **Compliance with Federal, State, and Local Laws.** Nothing in this Permit shall relieve the Applicant from complying with conditions, performance standards, and regulations generally imposed upon activities similar in nature to the activity authorized by this permit. (Permits from other agencies may be required as specified in the Permit's Details of Request.) This Permit does not relieve the Applicant of the obligation to comply with all applicable statutes, regulations, and procedures in effect at the time that any engineering permits or building permits are issued unless specifically waived herein.

No part of this Permit's approval shall be construed to permit a violation of any part of the Escondido Municipal or Zoning Code. During Project construction and after Project completion, the Applicant shall ensure the subject land use activities covered by this Permit is conducted in full compliance with all local and state laws.

10. **Fees.** 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. Through plan check processing, the Applicant shall pay development fees at the established rate. Such fees may include, but not be limited to: Permit and Plan Checking Fees, Water and Sewer Service Fees, School Fees, Traffic Mitigation Fees, Flood Control Mitigation Fees, Park Mitigation Fees, Fire Mitigation/Cost Recovery Fees, and other fees listed in the Fee Schedule, which may be amended. Arrangements to pay these fees shall be made prior to building permit issuance to the satisfaction of the Community Development Department.

11. **Community Facility District or Funding Mechanism.** The Applicant shall fund all on-going operational costs of providing municipal services required for the Project, the amount of such funding to be determined by the City Council at the time of Project approval. Such funding shall occur through either an agreement to form or annex into a Community Facilities District ("CFD") or the establishment of another lawful funding mechanism reasonably acceptable to the City ("Public Services Funding Agreement"). The provisions of the Public Services Funding Agreement shall specify any terms and limitations necessary to implement the CFD or other funding mechanism to offset the impacts to public services associated with the project. The City Manager, or City Manager's designee, shall be authorized to approve and execute the Public Services Funding Agreement, and the Public Services Funding Agreement shall be finalized prior to the City's issuance of any permit for the Project.

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- 12. Public Partnership Program.** All requirements of the Public Partnership Program, Ordinance No. 86-70 shall be satisfied prior to any building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.
- 13. Clerk Recording.** The City of Escondido hereby notifies the Applicant that the County Clerk's Office requires a documentary handling fee of \$50.00 in order to file a Notice of Exemption. In order to file the Notice of Exemption with the County Clerk, in conformance with California Environmental Quality Act (CEQA) Section 15062, the Applicant should remit to the City of Escondido Planning Division, within two working days of the final approval of the Project (the final approval being the date of this letter) a certified check payable to the "County Clerk" in the amount of \$50.00. The filing of a Notice of Exemption and the posting with the County Clerk starts a 35-day statute of limitations period on legal challenges to the agency's decision that the Project is exempt from CEQA. Failure to submit the required fee within the specified time noted above will result in the Notice of Exemption not being filed with the County Clerk, and a 180-day statute of limitations will apply. For more information on filing fees, please refer to the County Clerk's Office and/or the California Code of Regulations, Title 14, Section 753.5.
- 14. Legal Description Adequacy.** 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.
- 15. Application Accuracy.** The information contained in the application and all attached materials are assumed to be correct, true, and complete. The City of Escondido is relying on the accuracy of this information and Project-related representations in order to process this application. Any permits issued by the City may be rescinded if it is determined that the information and materials submitted are not true and correct. The Applicant may be liable for any costs associated with rescission of such permits.
- 16. Revocation, Suspension, Modification.** 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 to the appropriate decision-making body upon recommendation of the Director of Community Development for review and possible revocation or modification of the Permit regarding non-compliance with the Conditions of Approval.

This Permit may be revoked, suspended or modified by the Planning Commission, or by the City Council on appeal, at any time regardless of who is the owner of the subject property or who has the right to possession thereof or who is using the same at such time, whenever, after a noticed hearing, and after the following findings are fully investigated:

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- a. A violation of any term or condition not abated, corrected or rectified within the time specified on the notice of violation; or
- b. A violation of any City ordinance, state law, or federal law not abated, corrected or rectified within the time specified on the notice of violation; or
- c. The use as presently conducted creates or constitutes a nuisance.

17. Indemnification. The Applicant shall hold harmless the City, its Council Members, its Commission and Boards, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of any approval or denial of the application and from and against any and all claims, losses, proceedings, damages, causes of action, liabilities, costs and expenses, including reasonable attorney's fees, arising from or in connection with, or caused by (i) any act, omission or negligence of Applicant, or their respective contractors, licensees, invitees, agents, sublessees, servants or employees, wherever on or adjacent to the property the same may occur; (ii) any use of the property, or any accident, injury, death or damage to any person or property occurring in, or on or about the property, or any part thereof, or from the conduct of the Applicant or owner's business or from any activity, work or thing done, permitted or suffered by Applicant or owner or its sublessees, contractors, employees, or invitees, in or about the property, other than to the extent arising as a result of City's sole active negligence or to the extent of any willful misconduct of the City; and (iii) any default in the performance of any obligations of Applicant's or owner's part to be performed under the terms of this Agreement, or arising from any negligence of Applicant or owner, or any such claim or any action or proceeding brought thereon; and in case any action or proceedings be brought against the City, its officers, employees, agents and representatives, by reason of any such claim, Applicant or owner, upon notice from City, shall defend the same at its expense by counsel reasonably satisfactory to City. Applicant further agrees to and shall indemnify, defend, protect, and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions brought by any third party to challenge the Project or its approval by the City, including environmental determinations. Such indemnification shall include any costs and expenses incurred by City in such action(s), including reasonable attorney's fees.

Construction, Maintenance, and Operation Obligations

1. Code Requirements. All construction shall comply with the applicable requirements of the Escondido Municipal Code, Escondido Zoning Code, California Building Code; and the requirements of the Planning Division, Engineering Services Department, Director of Community Development, Building Official, City Engineer, and the Fire Chief in carrying out the administration of said codes. Approval of this Permit request shall not waive compliance with any City regulations in effect at the time of Building Permit issuance unless specifically waived herein.

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2. **Agency License and Permitting.** In order to make certain on- or off-site improvements associated with the Approved Plan set, the Permit request may require review and clearance from other agencies. Nothing in these Conditions of Approval shall be construed as to waive compliance with other government agency regulations or to obtain permits from other agencies to make certain on- or off-site improvements prior to Final Map recordation, grading permit issuance, building permit issuance, or certificate of occupancy as required. This review may result in conditions determined by the reviewing agency.

At all times during the effective period of this Permit, the Applicant and any affiliated responsible party shall obtain and maintain in valid force and effect, each and every license and permit required by a governmental agency for the construction, maintenance, and operation of the authorized activity.

3. **Utilities.** All new utilities and utility runs shall be underground, or fee payment in-lieu subject to the satisfaction of the City Engineer.
4. **Signage.** All proposed signage associated with the Project must comply with Article 66 (Sign Ordinance) of the Escondido Zoning Code. Separate sign permits will be required for Project signage. All non-conforming signs shall be removed. The Applicant shall submit with any sign permit graphic/list of all signs to be removed and retained, along with any new signage proposed.
5. **Noise.** All Project generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08).
6. **Lighting.** All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting Ordinance) of the Escondido Zoning Code.
7. **General Property Maintenance.** The property owner or management company shall maintain the property in good visual and functional condition. This shall include, but not be limited to, all exterior elements of the buildings such as paint, roof, paving, signs, lighting and landscaping. The Applicant shall paint and re-paint all building exteriors, accessory equipment, and utility boxes servicing the Project, as necessary to maintain clean, safe, and efficient appearances.
8. **Anti-Graffiti.** The Applicant shall remove all graffiti from buildings and wall surfaces within 48 hours of defacement, including all areas of the job site for when the Project is under construction.
9. **Anti-Litter.** The site and surrounding area shall be maintained free of litter, refuse, and debris. Cleaning shall include keeping all publicly used areas free of litter, trash, and garbage.
10. **Roof, Wall, and Ground Level Equipment.** All mechanical equipment shall be screened and concealed from view in accordance with Section 33-1085 of the Escondido Zoning Code.

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- 11. Trash Enclosures.** Appropriate trash enclosure(s) or other approved trash system shall be approved by the Planning and Engineering Division. The property owner or management company shall be responsible for ensuring that enclosures are easily assessable for garbage and recyclables collection; and that the area is managed in a clean, safe, and efficient manner. Trash enclosure covers shall be closed when not in use. Trash enclosures shall be regularly emptied. There shall be the prompt removal of visible signs of overflow of garbage, smells emanating from enclosure, graffiti, pests, and vermin.
- 12. Staging Construction Areas.** All staging areas shall be conducted on the subject property, subject to approval of the Engineering Department. Off-site staging areas, if any, shall be approved through the issuance of an off-site staging area permit/agreement.
- 13. Disturbance Coordinator.** The Applicant shall designate and provide a point-of-contact whose responsibilities shall include overseeing the implementation of Project, compliance with Permit terms and conditions, and responding to neighborhood concerns.
- 14. Parking and Loading/Unloading.** A minimum of 20 garage parking spaces shall be provided on site as discussed in the staff report to the satisfaction of the City Engineer and Director of Community Development. All required parking spaces shall remain available for operable vehicles and shall not be used for inoperable vehicles or general storage.
- 15. Landscaping:** The property owner or management company assumes all responsibility for maintaining all on-site landscaping; any landscaping in the public right-of-way adjacent to the property, and any retaining and freestanding walls in a manner that satisfies the conditions contained herein.

 - a. Landscaped areas shall be maintained in a flourishing manner. Appropriate irrigation shall be provided for all landscape areas and be maintained in a fully operational condition.
 - b. All existing planting and planter areas, including areas within the public right-of-way, shall be repaired and landscaping brought into compliance with current standards. All dead plant material shall be removed and replaced by the property owner or management company.
 - c. The landscaped areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan.
 - d. Failure to maintain landscaping and the site in general may result in the setting of a public hearing to revoke or modify the Permit approval.

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16. Landscaping Plans. Applicant shall install all required improvements including screening walls, retaining walls, storm improvements, and landscaping in substantial conformance to the planting and irrigation schedule as shown on the final Approved Plan set.

- a. A final landscape and irrigation plan shall be submitted to the Planning Division for review and approval, if meeting any of the criteria listed under Section 33-1323 of the Zoning Code. Five (5) copies of detailed landscape and irrigation plans shall be submitted to the Engineering Services Department with the second submittal of the grading plan. The initial submittal of the landscape plans shall include the required plan check fees, paid in accordance with the prevailing fee schedule in effect at the time of submittal. Details of Project fencing and walls, including materials and colors, shall be provided on the landscape plans. (Building permits may also be required.) The landscape and irrigation plans shall be reviewed and approved by the Planning Division and Engineering Services Department prior to issuance of grading permits, and shall be equivalent or superior to the conceptual landscape plans included as part of the Approved Plan set, to the satisfaction of the Planning Division. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Landscape Standards) of the Escondido Zoning Code, except where stricter requirements are imposed by the State of California.
- b. Screening walls, retaining walls, storm improvements, and landscaping (i.e. planting and irrigation) are to be provided prior to final occupancy.
- c. 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.
- d. Any new freestanding walls and/or retaining walls shall incorporate decorative materials or finishes, and shall be indicated on the landscaping plans. (Building permits may also be required.) All freestanding walls visible from points beyond the Project site shall be treated with a protective sealant coating to facilitate graffiti removal. The sealant shall be a type satisfactory to the Director of Community Development.
- e. New or retrofitted trash enclosures shall accommodate vertical climbing plants, vines with support trellis panels, and/or clinging non-deciduous or fast growing shrubbery that will screen the enclosure's wall surface. The Director of Community Development shall find that the proposed landscaping design, material, or method provides approximate equivalence to the specific requirements of this condition or is otherwise satisfactory and complies with the intent of these provisions.

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Specific Planning Conditions

1. The project shall install a solid block wall along the west, north, and east sides of the private yard for Unit 1, as well as the east side of the private yard for Unit 2, to attenuate street noise for these yard areas. This wall shall be six (6) feet in height and a minimum of eight (8) inches thick. Any other fences or walls within the ten (10)-foot front setback area shall conform to the height limits described in Sections 33-1080 and 33-1081 of the Escondido Zoning Code.
2. Per Section 33-769 of the Escondido Zoning Code, minimum interior dimensions for the two-car garages shall be 19.5 feet wide by 20 feet deep, free and clear of any obstructions. The building plans submitted to the Building Division shall show that this requirement can be met.
3. Per Section 33-104 (c)(1) of the Escondido Zoning Code, building eaves may project no more than four (4) feet into a front or rear setback area, and no more than two (2) feet into a side setback area. Additionally, no eave projection shall be closer than three (3) feet to any lot line. The building plans submitted to the Building Division shall show that this requirement can be met.
4. The Preliminary Grading Plan submitted to the Planning Division shows that the project will remove one (1) oak tree qualifying as a "protected tree" per the definition in Section 33-1052 of the Escondido Zoning Code, in the approximate location of the common amenity area. Two replacement oaks are shown on the conceptual landscape plan submitted for SUB 20-0002, as required by Section 33-1069. As part of the landscape package submittal required for this project, the applicant or developer shall provide justification that this proposed replanting location can support these trees. If the replacement trees cannot be accommodated in this location or elsewhere on the project site, the applicant or developer shall coordinate with Planning and Public Works for the off-site replanting of these trees on City property.
5. The following mitigation monitoring and reporting program shall be implemented to address potential impacts to unidentified and unknown tribal cultural resources within the proposed Project Area and/or Location.
 - a. The City of Escondido Planning Division ("City") recommends the applicant enter into a Tribal Cultural Resource Treatment and Monitoring Agreement (also known as a pre-excavation agreement) with a tribe 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 Applicant/Owner 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,

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- excavations, geotechnical investigations, grading, and all other ground disturbing activities.
- b.** Prior to issuance of a grading permit, the applicant shall provide written verification to the City that a qualified archaeologist and a Native American monitor associated with a TCA Tribe have been retained to implement the monitoring program. The archaeologist shall be responsible for coordinating with the Native American monitor. This verification shall be presented to the City in a letter from the project archaeologist that confirms the selected Native American monitor is from a TCA Tribe. The City, prior to any pre-construction meeting, shall approve all persons involved in the monitoring program.
 - c.** The qualified archaeologist and a Native American monitor shall attend the pre-grading meeting with the grading contractors to explain and coordinate the requirements of the monitoring program.
 - d.** During the initial grubbing, site grading, excavation or disturbance of the ground surface, the qualified archaeologist and the Native American monitor shall be on site full-time. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of tribal cultural resources as defined in California Public Resources Code Section 21074. 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, shall be responsible for determining the duration and frequency of monitoring.
 - e.** In the event that previously unidentified tribal cultural resources are discovered, the qualified archaeologist and the Native American monitor, 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.
 - f.** If a potentially significant tribal cultural resource is discovered, the archaeologist shall notify the City of said discovery. The qualified archaeologist, in consultation with the City, the TCA Tribe and the Native American monitor, shall determine the significance of the discovered resource. A recommendation for the tribal cultural resource's treatment and disposition shall be made by the qualified archaeologist in consultation with the TCA Tribe and the Native American monitor and be submitted to the City for review and approval.
 - g.** The avoidance and/or preservation of the significant tribal cultural resource and/or unique archaeological resource must first be considered and evaluated CEQA. Where any significant tribal cultural resources and/or unique archaeological resources have been discovered and avoidance and/or preservation measures are deemed to be

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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, and shall be subject to approval by the City. The archaeological monitor, in consultation with the Native American monitor, 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.

- h. As specified by California Health and Safety Code Section 7050.5, if human remains are found on the project site during construction or during archaeological work, the person responsible for the excavation, or his or her authorized representative, shall immediately notify the San Diego County Coroner's office. Determination of whether the remains are human shall be conducted on-site and in situ where they were discovered by a forensic anthropologist, unless the forensic anthropologist and the Native American monitor agree to remove the remains to an off-site location for examination. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the Coroner has made the necessary findings as to origin and disposition. A temporary construction exclusion zone shall be established surrounding the area of the discovery so that the area would be protected, and consultation and treatment could occur as prescribed by law. In the event that the remains are determined to be of Native American origin, the Most Likely Descendant, as identified by the Native American Heritage Commission, shall be contacted in order to determine proper treatment and disposition of the remains in accordance with California Public Resources Code section 5097.98. The Native American remains shall be kept in-situ, or in a secure location in close proximity to where they were found, and the analysis of the remains shall only occur on-site in the presence of a Native American monitor.
- i. If the qualified archaeologist elects to collect any tribal cultural resources, the Native American monitor must be present during any testing or cataloging of those resources. Moreover, if the qualified Archaeologist does not collect the cultural resources that are unearthed during the ground disturbing activities, the Native American monitor, 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. Any tribal cultural resources collected by the qualified archaeologist shall be repatriated to the TCA Tribe. Should the TCA Tribe or other traditionally and culturally affiliated tribe decline the collection, the collection shall be curated at the San Diego Archaeological Center. All other resources determined by the qualified archaeologist, in consultation with the Native American monitor, to not be tribal cultural resources, shall be curated at the San Diego Archaeological Center.
- j. 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

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shall be submitted by the qualified archaeologist to the City. The Native American monitor 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.

Housing and Neighborhood Services Conditions

1. The project shall provide a minimum of ten (10) dwelling units for Low Income Households (*households earning less than 80% of the Area Median Income for the San Diego-Carlsbad-San Marcos MSA*). Prior to issuance of a building permit, the developer shall sign a binding affordable housing agreement with the City, which sets forth the conditions and guidelines to be met in the implementation of Density Bonus Law requirements and/or any other applicable requirements. The agreement will also establish specific compliance standards and remedies available to the City upon failure by the developer to restrict units to target households for the prescribed time period (55 years for all target units as described in Section 33-1416 of the Zoning Code). Income qualified first-time homebuyer households will be approved by the City of Escondido Housing & Neighborhood Services Division for the duration of the affordability period.
2. All affordability agreements shall be binding on the developers, their heirs, transferees, assigns, successors, administrators, executors, and other representatives, and recorded on the deed for the requisite period of time.

Building Conditions

1. The applicant shall submit a complete set of construction plans to the Development Services Department for building permit plan check processing. The submittal shall include a Soils/Geotechnical Report, structural calculations, and State Energy compliance documentation (Title 24). Construction plans shall include a site plan, a foundation plan, floor and roof framing plans, floor plan(s), section details, exterior elevations, and materials specifications. Submitted plans must show compliance with the latest adopted editions of the California Residential Code (The International Residential Code with California Amendments, the California Mechanical, Electrical and Plumbing Codes). These comments are preliminary only. A comprehensive plan check will be completed prior to permit issuance and additional technical code requirements may be identified and changes to the originally submitted plans may be required.

Fire Conditions

1. All fire underground, fire alarms, and fire sprinkler plans shall be deferred submittals to the Escondido Fire Department.
2. Access shall be a minimum of 24 feet in width.
3. Access shall be paved in an approved all-weather surface able to hold 75,000 pounds.

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ENGINEERING CONDITIONS:

GENERAL

1. The Developer shall provide the City Engineer with a Subdivision Guarantee and Title Report covering subject property.
2. The location of all existing on-site and adjacent utilities and storm drain facilities shall be determined by the Developer's engineer. If a conflict occurs with the proposed project or improvements, arrangements for relocation of the conflicting utilities/facilities shall be made with the owner of the utility/facility prior to approval of the Grading plans and Final Map. This utility/facility relocation work shall be completed prior to issuance of Building Permits.
3. Improvement plans prepared by a Civil Engineer are required for all public street and utility improvements and a Grading/Private Improvement plan prepared by Civil Engineer is required for all grading, drainage and private onsite improvement design. Landscaping Plans shall be prepared by a Landscape Architect.
4. The Developer shall post securities in accordance with the City prepared Bond and Fee Letter based on a final Engineer's Estimate of Grading and Improvements Cost prepared by the project engineer. The Developer is required to provide a Cash Clean Up deposit for all grading, landscaping, private Improvements and onsite drainage improvements prior to approval of Grading Plans and issuance of Grading Permit. This Cash Clean Up Deposit amount shall be 10% of the total cost of the project private improvements, drainage and landscaping. The Developer is required to provide Performance (100% of total public improvement cost estimate), Labor and Material (50% of total public improvement cost estimate) and Guarantee and Warrantee (10 % of total public improvement cost estimate) bonds for all public improvements prior to approval of the Improvement Plans and issuance of Building Permits. All improvements shall be completed prior to issuance of a Certificate of Occupancy.
5. As surety for the construction of required off-site and/or on-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the Developer with the City of Escondido prior to the approval of any building permit.
6. No Building Permits shall be issued for any construction within this Subdivision until the Final Subdivision Map is recorded and either:
 - a) All conditions of the Tentative Subdivision Map have been fulfilled, or
 - b) Those conditions unfulfilled at the time of an application for Building Permits shall be secured and agreements executed in a form and manner satisfactory to the City Attorney and City Engineer.

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7. If site conditions change adjacent to the proposed development prior to completion of the project, the Developer will be responsible to modify his/her improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer.
8. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be determined by and corrected by the Developer to the satisfaction of the City Engineer.
9. The Developer's engineer shall submit to the Planning Department 3 copies of the Tentative Map as presented to the Planning Commission and approved by the City Council together with any changes contained in the adopted final conditions of approval. The Tentative Map will be certified by the Planning Department verifying that they are an accurate reproduction of the approved Tentative Map and must be included with the first Final Engineering submittal for plan check to the Engineering Department.

STREET IMPROVEMENTS AND TRAFFIC

1. Public street improvements shall be constructed to City Standards in effect at the time of the Tentative Map approval and shall be submitted on public improvement plans prepared by a Civil Engineer to the satisfaction of the City Engineer. Specific details, including final concrete driveway apron design for the project entrances, concrete curb & gutter and sidewalk replacement, drainage, street lighting, etc. shall be resolved to the satisfaction of the City Engineer.
2. The project's access drive shall be constructed as an alley-type driveway apron with a minimum throat width of 24-feet and a driveway apron with a 4-foot minimum ADA path of travel maintained near the right-of-way line to the satisfaction of the City Engineer. The developer and their engineer shall design one driveway that serves both this project and the existing home on the adjacent parcel to the west of this project. The developer and their engineering shall coordinate construction of this driveway with the property owner of the adjacent parcel west of this project.
3. All on-site driveways, and parking areas will be private. Typical sections and design details shall be to the satisfaction of the City Engineer and Community Development Director.
4. The Developer shall remove and replace all damaged sidewalk, curb and gutter, along all project frontages to the satisfaction of the City Engineer prior to issuance of a Certificate of Occupancy.
5. The Developer will be required to provide a detailed detour and traffic control plan, for all construction and staging activities, and any requested materials placement within existing rights-of-way to the satisfaction of the City Engineer. This plan shall include any proposed sidewalk closures and provide for alternate pedestrian access around the project site. This

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plan shall be approved prior to the issuance of an Encroachment Permit for construction or other project activities within the public right-of-way.

GRADING and SITE IMPROVEMENTS

1. A site grading and erosion control plan prepared by a registered Civil Engineer shall be approved by the Engineering Department prior to issuance of building permits. The first submittal of the grading plan shall be accompanied by 2 copies of the preliminary soils and geotechnical report. The Soils Engineer will be required to indicate in the soils report that he/she has reviewed the grading design and found it to be in conformance with his/her recommendations.
2. All private driveways and parking areas shall be paved with a minimum of 3" AC over 6" of AB or 7" PCC over 6" AB. All paved areas exceeding 15% slope or less than 1.0% shall be paved with PCC.
3. Any proposed retaining walls not a part of the building foundations or stem walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retaining wall design is in conformance with the recommendations and specifications as outlined in the Geotechnical report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by Regional or City Standard Drawings. Stem walls, foundation structures, or deepened footings that are to be constructed as part of a building structure will be permitted as part of the Building Dept. plan review and permit process.
4. The Developer will be required to obtain permission from adjoining property owners for any off-site grading, drainage improvements on APN 229-040-20-69, or work necessary to construct the project and/or the required improvements.
5. Erosion control, including riprap, interim slope planting, sandbags, or other erosion control measures shall be provided to control sediment and silt from the project. The Developer shall be responsible for maintaining all erosion control facilities throughout the project.
6. The Developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.
7. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.
8. All existing foundations, structures, trees not otherwise than those designated "to remain" on the Tentative Map, shall be removed or demolished from the site.
9. All driveway grades shall conform to current Escondido Design Standards and Escondido Standard Drawings.

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DRAINAGE

1. Final on-site and off-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a Drainage Study to be prepared by the Engineer of Work. The drainage study shall be in conformance with the City of Escondido Design Standards.
2. All on-site storm drains not in public easements are private. The responsibility for maintenance of these storm drains shall be that of the Home Owner's Association. Provisions stating this shall be included in the CC&R'S.
3. The project shall limit drainage flows to their pre-construction rates. Details and calculations for the detention basins shall be submitted and approved as part of the grading plan check.
4. A Storm Water Quality Management Plan (SWQMP) in compliance with the City's latest adopted Storm Water Design Manual shall be prepared for all newly created or replaced onsite impervious areas, impervious frontage, and required offsite improvements. The SWQMP shall be submitted for approval with the final improvement and grading plans. The SWQMP shall include treatment calculations, post-construction storm water treatment measures, and maintenance requirements and responsibilities both for onsite treatment and also any "Green Street" facilities located in the public right-of-way. The SWQMP shall demonstrate how proposed proprietary best management practices meet bio-filtration treatment requirements in accordance with the City's Storm Water Design Manual.
5. The Developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement.
6. All storm water treatment and retention facilities and their drains including the bio-retention basins and planters, any permeable paver areas shall be considered private. The responsibility for maintenance of these post construction storm water treatment facilities shall be that of the Property Owner.
7. 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. 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 or will be required to transition the project to a priority storm water development project by complying with the applicable requirements, including

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development of a Storm Water Quality Management Plan and the installation of structural best management practices.

FIRE

1. All fire underground, fire alarms, and fire sprinkler plans shall be deferred submittals to the Escondido Fire Department.
2. Access shall be a min of 24ft in width.
3. Access shall be paved in an approved all-weather surface able to hold 75,000. Lbs.

WATER SUPPLY

1. The locations and sizing of all required water mains, water services, fire hydrants, detector check assemblies, and other water appurtenances shall be designed and installed to the satisfaction of the Director of Utilities and the Utilities Engineer.
2. Improvement plans for all proposed water mains shall be prepared by a Civil Engineer and submitted to the City of Escondido for review and approval.
3. All public water mains shall be located under asphalt or concrete pavement and not under curbs, gutters, medians or sidewalks.
4. Fire hydrants together with an adequate water supply shall be installed at locations approved by the Fire Marshal. The Developer shall submit with the first submittal of final engineering a Fire Exhibit approved by the City Fire Marshal showing the locations of all required hydrants, detector check assemblies and post indicator valves.
5. All proposed fire hydrants shall be public and meet the current City of Escondido Standards, and shall connect to a minimum 8" diameter public water main.
6. Water services, meters and backflow prevention devices shall be a minimum of 1-inch in size. Water meters and backflow prevention devices shall not be installed within driveway aprons or drive areas.
7. Backflow prevention assemblies are private and should be located on private property. Backflows shall be located directly behind the public meter.
8. All fire hydrants to be replaced, reconnected or relocated as a part of this project shall be replaced in entirety from the public water main to the fire hydrant per the satisfaction of the Utilities Engineer and Water Distribution.
9. Fire suppression and sprinkler systems beyond the Detector Check Valves are private and shall be designed and constructed per current Building, Plumbing, and Fire Code Standards, and per the requirements of the City Fire Marshal and City Building Official and shall be approved by a separate submittal to the Building Department.

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10. All water mains within easements shall be installed under a min. 20-foot wide all-weather road surface designed to the satisfaction of the Utilities Engineer.
11. All on-site water lines and backflow prevention devices not in public easements or the City's Right of Way shall be considered a private water system. The Property Owner will be solely responsible for all maintenance of these water lines and facilities.
12. There shall be no permanent structures or private facilities allowed within a public utility easement. Where private storm drains are necessary, they shall be the outer-most utility.
13. No trees or deep-rooted plants shall be planted within 10-feet of any water service.

SEWER

1. The location and sizing of all Sewer mains shall be per City of Escondido Design Standards and to the satisfaction of the Director of Utilities and the Utilities Engineer.
2. Improvement plans for all proposed sewer mains shall be prepared by a Civil Engineer and shall be submitted to the City for review and approval.
3. All sewer mains, force mains, sewer laterals, forced sewer laterals and appurtenances shall be designed and constructed per current City of Escondido Design Standards and Standard Drawings, and to the satisfaction of the Director of Utilities and Utilities Engineer
4. Sewer laterals less than 8-inches in diameter shall connect to the sewer main with a wye fitting or Insert a-Tee. 8-inches in diameter sewer laterals shall be connected to the public sewer at a manhole.
5. The Developer shall construct an 8-inch public backbone sewer system on-site to serve the project as shown on the Tentative Map. The private forced sewer main shall discharge to a private sewer manhole built to City standards prior to gravity sewerage to a public manhole. All manholes shall be accessible at all times by City Vector trucks.
6. No trees or deep-rooted bushes shall be planted within 15-feet of any sewer main or within 10-feet of any sewer lateral. Sewer laterals shall be 5-feet horizontally clear from other utilities.
7. All abandoned sewer laterals shall be capped and plugged at the public sewer main to the satisfaction of the Utilities Engineer and the City Inspector.
8. All sewer laterals, private sewer pumps, private force laterals, and private manholes shall be considered a private sewer system. The property owners and/or Home Owners Association shall be responsible for all maintenance of the private sewer system. Provisions stating this shall be included in the CC&Rs.
9. In the event that the City of Escondido Collections Division is called out to the property to respond to private sewer system odors, backups or spills, the Home Owners Association

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shall reimburse the City of Escondido for all time and material costs incurred by the City. Provisions stating this shall be included in the CC&Rs.

10. A minimum 20-foot all weather access road (suitable for use by the City's Vector trucks) shall be required for access to all sewer manholes. A turn-around may be required.
11. There shall be no permanent structures or private utilities located within public sewer or public utility easements. Where it is necessary that the private storm drains share a public easement, they shall be placed on the outer-most edge away from the public sewer or water.
12. 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

LANDSCAPE

1. A site landscaping and irrigation plan shall be submitted to the Engineering Department with the second submittal of the grading plan for review and approval by Engineering and Planning Departments. The initial submittal of the landscape plans shall include the required plan check fees.

FINAL MAP - EASEMENTS

1. All easements, both private and public, affecting subject property shall be shown and delineated on the Final Map.
2. Public utility easements for sewer, water, storm drain, etc. which are deemed necessary by the City Engineer shall be granted to the City.
3. The developer shall obtain a private drainage easement from the owner of APN 229-040-20-69 for the proposed drainage improvements on APN 229-040-20-69 prior to approval of the grading plan.
4. An emergency access easement shall be granted to the City on the Final Map. The minimum width of the easement shall be 24 feet and to the satisfaction of the City Engineer and Fire Marshal.

REPAYMENTS AND FEES

1. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public or private property and improvements, install new BMPs, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by the City for cleanup or damage will be drawn from this security and the grading permit will be revoked by written notice to the Developer until the required cash security is replaced. The

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cleanup cash security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, drainage, landscaping, and best management practices items of work with a minimum of \$5,000 up to a maximum of \$50,000, unless a higher amount is deemed necessary by the City Engineer.

2. The Developer shall be required to pay all development fees of the City then in effect at the time, and in such amounts as may prevail when building permits are issued.

UTILITY UNDERGROUNDING AND RELOCATION

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

CC&R's

1. Copies of the CC&R's shall be submitted to the Engineering Department and Planning Department for approval prior to approval of the Final Map.
2. The Developer shall make provisions in the CC&R's for maintenance by the Home Owners' Association of private driveways, parking areas, private utilities (including sewer and water), storm water and drainage facilities, private street lighting, landscaping both onsite and within fronting public right-of-ways. These provisions must be approved by the Engineering Department prior to approval of the Final Map.
3. The CC&R's must state that the Home Owners' Association assumes liability for damage and repair to City utilities in the event that damage is caused by the property owners' association when repair or replacement of private utilities is done.
4. The CC&R's must state that (if stamped concrete is used in the private driveway) the homeowners' association is responsible for replacing the stamped concrete in kind if the City has to trench the street for repair or replacement of an existing utility.

Planning Commission 11/10/20

PUBLIC HEARINGS:

1. TENTATIVE SUBDIVISION MAP AND CONDOMINIUM PERMIT – SUB 20-0002:

REQUEST: The project is a Tentative Subdivision Map and Condominium Permit for ten (10) for-sale townhome units and associated amenities. Townhomes will be configured as five (5) duplexes. Each unit will have two (2) stories, three (3) bedrooms and 2.5 bathrooms, and a private two (2)-car garage. The project includes a request for a density bonus per the provisions of the California Density Bonus Law (Government Code Section 65915), including waivers from development standards for open space and setbacks, and a parking reduction that would preclude guest parking. The project is eligible for this density bonus because all units will be sold to low-income households (i.e., households with income not exceeding 80% of the Area Median Income). The proposal also includes the adoption of the environmental determination prepared for the project.

PROPERTY SIZE AND LOCATION: The project site is 0.6 acres in size and is located at 245 East El Norte Parkway (APN # 229-040-14).

ENVIRONMENTAL STATUS: The project is categorically exempt from CEQA pursuant to CEQA Guidelines section 15332, "In-Fill Development Projects." This exemption is applicable when the proposed development is consistent with the applicable general plan designation, general plan policies, and zoning designation and regulations; occurs within city limits on a site of no more than five (5) acres substantially surrounded by urban uses; has no value as habitat for endangered, rare, or threatened species; would not result in significant effects to traffic, noise, air quality, or water quality; and can be adequately served by required utilities and public services.

STAFF RECOMMENDATION: Approval to City Council

PUBLIC SPEAKERS (SUBMITTED WRITTEN COMMENTS):

Bryan Ward, submitted comments in favor of the project.

Patricia Borchmann, submitted comments in favor of the project.

COMMISSIONER DISCUSSION:

The Commissioners discussed various aspects of the Habitat for Humanity project.

COMMISSION ACTION:

Motion by Commissioner Paul seconded by Vice-Chair Garcia to recommend approval to City Council with the added condition that the applicant, Habitat for Humanity, increase the size of the garages to accommodate individual trash bins. Motion carried 4-3-0 (Doan, Rainey, and Serrato voted No).

2. MASTER AND PRECISE DEVELOPMENT PLAN MODIFICATION – PL 20-0601:

REQUEST: A Master and Precise Development Plan modification to install gates and fencing along an existing 126-unit multi-family apartment project. The project would include the installation of security gates across all three project driveways. The two driveways along W. Valley Parkway would change to one-way driveways, with the eastern driveway enter-only and the western driveway exit-only. The driveway on W. Grand Avenue would continue to provide two-way access (enter and exit). Fencing and man-gates connecting to existing structures and fences would be installed, as would a fence along the east side of an existing pedestrian pathway leading from W. Grand Avenue to W. Valley Parkway. All gates would be electric. Residents would be provided with remotes for site access, and callboxes would be installed for guest access. Up to 8 parking spaces would be removed in order to accommodate installation of the gates. The proposal also includes the adoption of the environmental determination prepared for the project.

PROPERTY SIZE AND LOCATION: The 2.6 acre project site is located between W. Valley Parkway and W. Grand Avenue, immediately east of the NCTD railroad right-of-way and directly across W. Valley Parkway from the Escondido Transit Center. The property is addressed as 700 – 730 W. Grand Avenue.

ENVIRONMENTAL STATUS: The project is exempt from environmental review pursuant to Section 15301 (Existing Facilities) of the State CEQA Guidelines.

STAFF RECOMMENDATION: Conditional Approval

PUBLIC SPEAKERS (SUBMITTED WRITTEN COMMENTS):

Helen Thelen, submitted comments regarding the project.

RESOLUTION NO. 2020-164

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
APPROVING A TENTATIVE SUBDIVISION
MAP AND CONDOMINIUM PERMIT, FOR
THE DEVELOPMENT OF TEN UNITS BY
HABITAT FOR HUMANITY

CASE NOs. SUB 20-0002 & PHG 20-0019

WHEREAS, Ryan Waufle of Pasco Laret Suiter & Associates (“Applicant”) submitted a land use development application on behalf of Habitat for Humanity for a Tentative Subdivision Map and Condominium Permit, for property located in the north portion of the City of Escondido (“City). The 0.6-acre Project site is addressed as 245 East El Norte Parkway and Assessor’s Parcel Number 229-040-14, and is legally described in Exhibit “A”, which is attached and incorporated by this reference; and

WHEREAS, said verified application was submitted to, and processed by, the Planning Division of the Community Development Department as Planning Case Nos. SUB 20-0002 and PHG 20-0019 in accordance with the rules and regulations of the Escondido Municipal and Zoning Codes, and the applicable procedures and time limits specified by the Permit Streamlining Act (Government Code Section 65920 et seq.) and CEQA (Public Resources Code Section 21000 et seq.); and

WHEREAS, the Planning Division of the Community Development Department completed its review and scheduled a public hearing regarding the application before the Planning Commission for November 10, 2020, 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 November 10, 2020, the Planning Commission adopted Resolution No. 2020-15, which recommended that the City

Council, among other things, approve the Tentative Subdivision Map and Condominium Permit; and

WHEREAS, an original copy of the proposed Tentative Subdivision Map and Condominium Permit 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 December 16, 2020, 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 December 16, 2020, which along with its attachments, is incorporated herein by this reference as though fully set forth herein, including the Planning Commission's recommendation on the request.
- d) Additional information submitted during the public hearing; and

WHEREAS, the City Council has reviewed the request for the Tentative Subdivision Map and Condominium Permit, and reviewed and considered the recommendation from the Planning Commission; and

WHEREAS, pursuant to the California Environmental Quality Act, a Notice of Exemption relative to the Project was adopted and will be filed with the County Clerk at a time and in a manner as described by law; and

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

WHEREAS, in accordance with Government Code Section 66473.5, no local agency shall approve a tentative map, unless there is a finding that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan required by Article 5 (commencing with Section 65300 of the Government Code), or any specific plan adopted pursuant to Article 8 (commencing with Section 65450 of the Government Code); and

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

1. That the above recitations are true.
2. That the Findings of Fact, attached as Exhibit "B" 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 in Exhibit "B" shall be the final and determinative Findings of Fact on this matter.

3. That upon consideration of the Findings, all material in the December 16, 2020, City Council staff report (a copy of which is on file with the Office of the City Clerk), public testimony presented at the hearing, and all other oral and written evidence on this Project, this City Council approves the Tentative Subdivision Map and Condominium Permit, subject to the Conditions of Approval in Exhibit "C," which is incorporated by this reference. Copies of said Resolution are on file with the Office of the City Clerk and are incorporated herein by this reference.

4. That this Tentative Subdivision Map shall be null and void unless a Final Map, conforming to the Tentative Subdivision Map and all required conditions, is filed within thirty-six (36) months from the effective date of approval of the Tentative Subdivision Map, unless additional time is granted pursuant to the Map Act, or pursuant to an extension of time, as described in Section 32.210 of the City of Escondido Municipal 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"

LEGAL DESCRIPTION

THE NORTHEASTERLY 146 FEET 9 INCHES OF LOT 11 OF BLOCK 170 OF THE RE-SURVEY OF PART OF THE 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. GRAHAM, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892.

EXCEPTING THEREFROM THE SOUTHWEST 58 FEET THEREOF.

ALSO EXCEPTING THE NORTHERLY 87 FEET OF THE WESTERLY 2.00 FEET OF THE EASTERLY 88.00 FEET 9 INCHES THEREOF.

Assessor's Parcel Number 229-040-14

EXHIBIT "B"

FINDINGS OF FACT

Public Notice and Outreach

Planning Division staff provided public notice of the application in accordance with City and State public noticing requirements. A notice was published in the local newspaper on October 29, 2020. In addition, 205 notices were sent to owners and occupants within 500 feet of the Project site. A public notice was also provided at the on the Project site, on the City's website, and posted at City Hall and City Library.

Tentative Subdivision Map Determinations

1. The Planning Commission makes the finding that findings (a) through (g) below, as contained in Section 66474 of the California Government Code, apply to this Project for the reasons stated as follows:

Findings for Tentative Map Approval	Explanation of Finding
A. That the proposed map is consistent with applicable general and specific plans as specified in Section 65451 of the Subdivision Map Act	The General Plan land use designation for the site is Urban II (U-2). The proposed subdivision is consistent with the allowed uses for the U-2 land use designation. The U-2 land use designation allows a maximum density of 12 dwelling units per acre. The Project site is 0.6 acres and the allowed yield would be 7.2 units for a non-affordable Project, rounded down to seven (7) units. Because the Project will be 100 percent affordable, the State Density Bonus Law permits the base density to be rounded up to eight (8) units, and a 35 percent density bonus may be applied to that base, bringing the total number of allowed units to eleven (11). The Project proposes to construct ten (10) units on the site. The Project site is not located within an existing or proposed specific plan.
B. That the design or improvement of the proposed subdivision is consistent with applicable general and specific plans.	The Project will be 100 percent affordable and therefore eligible for a density bonus, allowing it to exceed the typical density for the U-2 land use designation and the R-2-12 zone. As conditioned, the design and improvements of the proposed subdivision are consistent with the General Plan. Furthermore, the payment

	<p>of development impact fees, as well as annexation into CFD No. 2020-1, will avoid or lessen the likelihood of future impacts related to the provision of public services, and will maintain consistency with Housing Element and Growth Management policies related to assessing fiscal impacts of new development and ensuring provisions to offset costs to public facilities and services.</p>
<p>C. The Project site is physically suitable for the proposed type of Project.</p>	<p>The site is suitable for the residential type of development proposed since adequate access and utilities can be provided to the site. The Project would not result in the destruction of desirable natural features, nor be visually obstructive or disharmonious with surrounding areas because the site is not located on a skyline or intermediate ridge, and does not contain any significant topographical features. A conceptual landscape plan provided by the applicant proposes to plant a variety of trees, shrubs, and groundcovers throughout the Project site.</p>
<p>D. That the site is physically suitable for the proposed density of development.</p>	<p>The granting of the Tentative Subdivision Map would not violate the requirements, goals, policies, or spirit of the General Plan. The density proposed by the Project is allowed per the provisions of the State Density Bonus Law. Adequate access to the Project can be provided via El Norte Parkway.</p> <p>The Project would not be out of character for the area because the proposed development would be well integrated into its surroundings in terms of building height and appearance. The new residences would incorporate compatible and integrated architecture, materials, and colors. The Project would not be visually obstructive or disharmonious with surrounding areas, or harm major views from adjacent properties.</p>
<p>E. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially or avoidably injure fish or wildlife or their habitat.</p>	<p>The Project is exempt from the California Environmental Quality Act (CEQA) per section 15332 of the CEQA Guidelines ("In-Fill Development"). The Project would not cause substantial environmental damage and would avoid injury to fish or wildlife, or their habitat, because the site is located within an urban setting with no bodies of water and limited vegetation.</p>

<p>F. That the design of the subdivision or the type of improvements is not likely to cause serious public health concerns.</p>	<p>The design of the Tentative Map and the type of improvements are not likely to cause serious public health problems. The Project site is outside of any flood hazard areas as indicated on flood maps maintained by the Federal Emergency Management Agency ("FEMA"), and outside of any earthquake fault zones as shown on maps maintained by the California Department of Conservation. The Project's proposed driveway alignment, grade and width; drainage and sanitary facilities and utilities, including alignments and grades thereof; location and size of all required easements and rights-of-way; unit configuration; traffic and emergency access; grading; and open space and recreational amenities were all reviewed for compliance with relevant City policies and codes.</p>
<p>G. That the design of the subdivision or the type of improvements would not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.</p>	<p>The design of the map and type of improvements would not conflict with easements of record, or easements established through court judgment, or acquired by the population at large, for access through, or use of property within the proposed map. All easements identified in the preliminary title report for the subject property are shown on the proposed Tentative Subdivision Map. No conflicts with easements of record have been identified.</p>

2. All permits and approvals applicable to the proposed Tentative Map pursuant to Chapter 33 of the Municipal Code have been obtained, or conditions of approval have been proposed to ensure they will be obtained. Approval of a Condominium Permit along with the Tentative Map will allow the applicant to implement the design of the subdivision as shown on the map. The Project has been conditioned to require grading, landscaping, and building permits necessary to construct the Project as proposed.
3. The proposed Tentative Map shall be in conformity with the zone in which it is located. The Project site currently is zoned R-2-12 (Light Multiple Residential; maximum 12 units/acre). The Project would provide a total of ten (10) units, including a base density of eight (8) units and two (2) bonus units, as allowed per the provisions of the State Density Bonus Law. The Tentative Subdivision Map has been conditioned appropriately to provide all infrastructure improvements including open space and landscaping.
4. All applicable requirements of the Subdivision Map Act and any ordinance of the City of Escondido regulating land divisions have been satisfied.

5. The Project is exempt from CEQA per section 15332 of the CEQA Guidelines, which covers in-fill development meeting specified criteria. As discussed in the staff report of November 10, 2020, the Project satisfies these criteria because it is consistent with the provisions and policies of the City of Escondido General Plan and Zoning Code; is located on a site within City limits that is under five (5) acres, is substantially surrounded by urban uses, and can be served by utilities and public services; is not expected to create impacts to traffic and air quality that exceed applicable thresholds; and is located on land that does not have value as habitat for rare, threatened, or endangered species. After Project approval, a Notice of Exemption will be filed with the County of San Diego Clerk's Office, along with the applicable filing fees.

Condominium Permit Determinations

1. The Project is a new condominium project, and is subject to current zoning, design review, drainage, engineering, fire protection, seismic, and building code requirements. The Project has been reviewed by various City departments and divisions, including Planning, Engineering, Traffic Engineering, Building, Fire, Utilities, Environmental Programs, and the staff design review team. All requirements of these departments and divisions have incorporated into the Project plans, or have become conditions of approval for the Project.
2. Because the Project will construct new condominium buildings instead of converting existing buildings to condominiums, there are no required upgrades or modifications to fix nonconforming conditions.
3. The Project will contain architectural and site-planning features commonly found in projects that maintain a majority of owner-occupied units. All units in the development will contain three (3) bedrooms and approximately 1,245 square feet of living space, comparable with other for-sale condominium units in Escondido, and with other Habitat for Humanity projects. Each unit will have a private garage, fenced yard with patio, and in-unit laundry. Common amenities will include a barbeque, garden boxes, pet area, and outdoor seating. Landscaping will be provided throughout the site in all common areas.
4. The Project provides sufficient parking commensurate with its location and design. Each unit will have two (2) designated parking spaces, which is the typical requirement for three (3)-bedroom units in multi-family projects, as well as duplex units of any size, per Escondido's off-street parking standards (Section 33-765 of the Zoning Code). The Project provides no separate guest parking, but State Density Bonus Law pre-empts the City from requiring more than two (2) spaces per unit, inclusive of any guest or handicapped parking.
5. The Project's open space is well-designed, properly distributed, and does not unreasonably restrict disabled access. Each unit in the development would have a private, fenced yard area with patio, accessible directly from the unit. A common amenity area would be centrally-located on the site, with a variety of social and recreational facilities. The common area would be accessible via a paved walkway leading from the common driveway.

6. The Project conforms to the General Plan and applicable zoning provisions. The Project site is located in the Urban II (U-2) designation of the General Plan, and the Light Multiple Residential (R-2-12) zone of the Zoning Code. Both of these designations allow multi-family projects of up to 12 units per acre. Because all of the units in the Project would be reserved for low-income households, the Project is eligible for a density bonus per the State Density Bonus Law (California Government Code Sections 65915 through 65918). Therefore, the Project would construct ten (10) units (for a density of 16.7 units per acre) as allowed in the terms of that law. The State Density Bonus Law allows an unlimited number of waivers from typical development standards, when those standards would physically preclude the construction of a project at the permitted density. The Project proposes waivers from the typical R-2-12 standards for open space and setbacks, as explained in the November 10, 2020 staff report. All other development standards required for the R-2-12 zone are satisfied or have been conditioned.
7. The Project is not required to submit a maintenance and replacement program to the City as part of the Project application, because it is a new condominium development, not a condominium conversion.
8. The Project is not subject to the tenant notification and information process described in the California Subdivision Map Act, Article 49 (Air Space Condominium and Community Apartment Projects) of the Escondido Zoning Code, and Chapter 32 (Subdivision) of the Escondido Municipal Code, since it is a new condominium development and not a condominium conversion, and no tenants currently reside on the site.
9. The Project is not responsible for releasing security deposits or providing rental payment history reports to any existing tenants, since it is a new condominium development and not a condominium conversion, and no tenants currently reside on the site.

Density Bonus Determination

1. The Project complies with the State of California Density Bonus Law, as codified in California Government Code Section 65915 et. seq., and as supported by Article 67 of the Escondido Zoning Code ("Density Bonus and Residential Incentives"). The requested waivers for reduced front and rear setbacks and reduced open space can be supported, as applying the typical setback and open space standards for the R-2 zone would prevent the project from being developed at the density permitted by State Density Bonus Law. These waivers would not cause a public health, safety, or environmental problem; harm a historical building; or be contrary to law.

EXHIBIT "C"

CONDITIONS OF APPROVAL

This Project is conditionally approved as set forth on the application received by the City of Escondido on **February 3, 2020**, and the Project drawings consisting of Site Plans, Floor Plans, Architectural Elevations, Civil Sheets/Grading, Landscape Plans, and Colored Elevations; and shall not be altered without express authorization by the Community Development Department.

For the purpose of these conditions, the term "Applicant" shall also include the Project proponent, owner, permittee, or its successor(s) in interest, as may be applicable.

General Conditions

- 1. Acceptance of Permit.** Should the Applicant fail to file a timely and valid appeal of this Permit within the applicable appeal period, such inaction by the Applicant shall be deemed to constitute all of the following on behalf of the Applicant:
 - a.** Acceptance of the Permit by the Applicant; and
 - b.** Agreement by the Applicant to be bound by, to comply with, and to do all things required of or by the Applicant pursuant to all of the terms, provisions, and conditions of this Project Permit or other approval and the provisions of the Escondido Municipal Code or Zoning Code applicable to such Permit.
- 2. Permit Expiration.** The Tentative Subdivision Map and corresponding Condominium Permit shall automatically expire after three (3) years from the date of this approval, or the expiration date of any extension granted in accordance with the Escondido Municipal Code or Zoning Code.
- 3. Certification.** The Director of Community Development, or his/her designee, is authorized and directed to make, or require the applicant to make, all corrections and modifications to the Project drawings and any other relevant document comprising the Project in its entirety, as necessary to make them internally consistent and in conformity with final action on the Project. This includes amending the Project drawing as necessary to incorporate revisions made by the decision-making body and/or reflecting any modifications identified in these conditions of approval. Said Plans must be certified by the Planning Division prior to submittal of any post-entitlement permit, including grading, public improvement, landscape, or building plans for the project.

4. Conformance to Approved Plans.

- a. The operation and/or use of the subject property shall be consistent with the Project Description and Details of Request, designated with the Approved Plan set.
- c. Nothing in this Permit shall authorize the Applicant to intensify the authorized activity beyond that which is specifically described in this Permit.
- d. Once a permit has been issued, the Applicant may request Permit modifications. "Minor" modifications may be granted if found by the Director of Community Development to be in substantial conformity with the Approved Plan set, including all exhibits and Permit conditions attached hereto. Modifications beyond the scope described in the Approved Plan set may require submittal of an amendment to the Permit and approval by the authorized agency.

5. Limitations on Use. Prior to any use of the Project site pursuant to this Permit, all Conditions of Approval contained herein shall be completed or secured to the satisfaction of the Community Development Director.

6. Certificate of Occupancy.

- a. No change in the character of occupancy or change to a different group of occupancies as described by the Building Code shall be made without first obtaining a Certificate of Occupancy from the Building Official, as required, and any such change in occupancy must comply with all other applicable local and state laws.
- b. Prior to final occupancy, a Planning Final Inspection shall be completed to ensure that the property is in full compliance with the Permit terms and conditions. The findings of the inspection shall be documented on a form and content satisfactory to the Director of Community Development.

7. Availability of Permit Conditions.

- a. Prior to building permit issuance, the Applicant shall cause a covenant regarding real property to be recorded that sets forth the terms and conditions of this Permit approval and shall be of a form and content satisfactory to the Director of Community Development.
- b. The Applicant shall make a copy of the terms conditions of this Permit readily available to any member of the public or City staff upon request. Said terms and conditions shall be printed on any construction plans that are submitted to the Building Division for plan check processing.

8. Right to Entry. The holder of this Permit shall make the premises available for inspection by City staff during construction or operating hours and allow the investigations of property necessary to ensure that minimum codes, regulations, local ordinances and safety requirements are properly followed. The Applicant shall provide such business records, licenses, and other materials necessary upon request to provide evidence of compliance with the conditions of approval, as well as federal, state, or laws.

9. Compliance with Federal, State, and Local Laws. Nothing in this Permit shall relieve the Applicant from complying with conditions, performance standards, and regulations generally imposed upon activities similar in nature to the activity authorized by this permit. (Permits from other agencies may be required as specified in the Permit's Details of Request.) This Permit does not relieve the Applicant of the obligation to comply with all applicable statutes, regulations, and procedures in effect at the time that any engineering permits or building permits are issued unless specifically waived herein.

No part of this Permit's approval shall be construed to permit a violation of any part of the Escondido Municipal or Zoning Code. During Project construction and after Project completion, the Applicant shall ensure the subject land use activities covered by this Permit is conducted in full compliance with all local and state laws.

10. Fees. 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. Through plan check processing, the Applicant shall pay development fees at the established rate. Such fees may include, but not be limited to: Permit and Plan Checking Fees, Water and Sewer Service Fees, School Fees, Traffic Mitigation Fees, Flood Control Mitigation Fees, Park Mitigation Fees, Fire Mitigation/Cost Recovery Fees, and other fees listed in the Fee Schedule, which may be amended. Arrangements to pay these fees shall be made prior to building permit issuance to the satisfaction of the Community Development Department.

11. Community Facility District or Funding Mechanism. The Applicant shall fund all on-going operational costs of providing municipal services required for the Project, the amount of such funding to be determined by the City Council at the time of Project approval. Such funding shall occur through either an agreement to form or annex into a Community Facilities District ("CFD") or the establishment of another lawful funding mechanism reasonably acceptable to the City ("Public Services Funding Agreement"). The provisions of the Public Services Funding Agreement shall specify any terms and limitations necessary to implement the CFD or other funding mechanism to offset the impacts to public services associated with the project. The City Manager, or City Manager's designee, shall be authorized to approve and execute the Public Services Funding Agreement, and the Public Services Funding Agreement shall be finalized prior to the City's issuance of any permit for the Project.

12. Public Partnership Program. All requirements of the Public Partnership Program, Ordinance No. 86-70 shall be satisfied prior to any building permit issuance. The ordinance

requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.

- 13. Clerk Recording.** The City of Escondido hereby notifies the Applicant that the County Clerk's Office requires a documentary handling fee of \$50.00 in order to file a Notice of Exemption. In order to file the Notice of Exemption with the County Clerk, in conformance with California Environmental Quality Act (CEQA) Section 15062, the Applicant should remit to the City of Escondido Planning Division, within two working days of the final approval of the Project (the final approval being the date of this letter) a certified check payable to the "County Clerk" in the amount of \$50.00. The filing of a Notice of Exemption and the posting with the County Clerk starts a 35-day statute of limitations period on legal challenges to the agency's decision that the Project is exempt from CEQA. Failure to submit the required fee within the specified time noted above will result in the Notice of Exemption not being filed with the County Clerk, and a 180-day statute of limitations will apply. For more information on filing fees, please refer to the County Clerk's Office and/or the California Code of Regulations, Title 14, Section 753.5.
- 14. Legal Description Adequacy.** 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.
- 15. Application Accuracy.** The information contained in the application and all attached materials are assumed to be correct, true, and complete. The City of Escondido is relying on the accuracy of this information and Project-related representations in order to process this application. Any permits issued by the City may be rescinded if it is determined that the information and materials submitted are not true and correct. The Applicant may be liable for any costs associated with rescission of such permits.
- 16. Revocation, Suspension, Modification.** 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 to the appropriate decision-making body upon recommendation of the Director of Community Development for review and possible revocation or modification of the Permit regarding non-compliance with the Conditions of Approval.

This Permit may be revoked, suspended or modified by the Planning Commission, or by the City Council on appeal, at any time regardless of who is the owner of the subject property or who has the right to possession thereof or who is using the same at such time, whenever, after a noticed hearing, and after the following findings are fully investigated:

- a.** A violation of any term or condition not abated, corrected or rectified within the time specified on the notice of violation; or

- b. A violation of any City ordinance, state law, or federal law not abated, corrected or rectified within the time specified on the notice of violation; or
- c. The use as presently conducted creates or constitutes a nuisance.

17. Indemnification. The Applicant shall hold harmless the City, its Council Members, its Commission and Boards, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of any approval or denial of the application and from and against any and all claims, losses, proceedings, damages, causes of action, liabilities, costs and expenses, including reasonable attorney's fees, arising from or in connection with, or caused by (i) any act, omission or negligence of Applicant, or their respective contractors, licensees, invitees, agents, sublessees, servants or employees, wherever on or adjacent to the property the same may occur; (ii) any use of the property, or any accident, injury, death or damage to any person or property occurring in, or on or about the property, or any part thereof, or from the conduct of the Applicant or owner's business or from any activity, work or thing done, permitted or suffered by Applicant or owner or its sublessees, contractors, employees, or invitees, in or about the property, other than to the extent arising as a result of City's sole active negligence or to the extent of any willful misconduct of the City; and(iii) any default in the performance of any obligations of Applicant's or owner's part to be performed under the terms of this Agreement, or arising from any negligence of Applicant or owner, or any such claim or any action or proceeding brought thereon; and in case any action or proceedings be brought against the City, its officers, employees, agents and representatives, by reason of any such claim, Applicant or owner, upon notice from City, shall defend the same at its expense by counsel reasonably satisfactory to City. Applicant further agrees to and shall indemnify, defend, protect, and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions brought by any third party to challenge the Project or its approval by the City, including environmental determinations. Such indemnification shall include any costs and expenses incurred by City in such action(s), including reasonable attorney's fees.

Construction, Maintenance, and Operation Obligations

1. **Code Requirements.** All construction shall comply with the applicable requirements of the Escondido Municipal Code, Escondido Zoning Code, California Building Code; and the requirements of the Planning Division, Engineering Services Department, Director of Community Development, Building Official, City Engineer, and the Fire Chief in carrying out the administration of said codes. Approval of this Permit request shall not waive compliance with any City regulations in effect at the time of Building Permit issuance unless specifically waived herein.
2. **Agency License and Permitting.** In order to make certain on- or off-site improvements associated with the Approved Plan set, the Permit request may require review and clearance

from other agencies. Nothing in these Conditions of Approval shall be construed as to waive compliance with other government agency regulations or to obtain permits from other agencies to make certain on- or off-site improvements prior to Final Map recordation, grading permit issuance, building permit issuance, or certificate of occupancy as required. This review may result in conditions determined by the reviewing agency.

At all times during the effective period of this Permit, the Applicant and any affiliated responsible party shall obtain and maintain in valid force and effect, each and every license and permit required by a governmental agency for the construction, maintenance, and operation of the authorized activity.

3. **Utilities.** All new utilities and utility runs shall be underground, or fee payment in-lieu subject to the satisfaction of the City Engineer.
4. **Signage.** All proposed signage associated with the Project must comply with Article 66 (Sign Ordinance) of the Escondido Zoning Code. Separate sign permits will be required for Project signage. All non-conforming signs shall be removed. The Applicant shall submit with any sign permit graphic/list of all signs to be removed and retained, along with any new signage proposed.
5. **Noise.** All Project generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08).
6. **Lighting.** All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting Ordinance) of the Escondido Zoning Code.
7. **General Property Maintenance.** The property owner or management company shall maintain the property in good visual and functional condition. This shall include, but not be limited to, all exterior elements of the buildings such as paint, roof, paving, signs, lighting and landscaping. The Applicant shall paint and re-paint all building exteriors, accessory equipment, and utility boxes servicing the Project, as necessary to maintain clean, safe, and efficient appearances.
8. **Anti-Graffiti.** The Applicant shall remove all graffiti from buildings and wall surfaces within 48 hours of defacement, including all areas of the job site for when the Project is under construction.
9. **Anti-Litter.** The site and surrounding area shall be maintained free of litter, refuse, and debris. Cleaning shall include keeping all publicly used areas free of litter, trash, and garbage.
10. **Roof, Wall, and Ground Level Equipment.** All mechanical equipment shall be screened and concealed from view in accordance with Section 33-1085 of the Escondido Zoning Code.

- 11. Trash Enclosures.** Appropriate trash enclosure(s) or other approved trash system shall be approved by the Planning and Engineering Division. The property owner or management company shall be responsible for ensuring that enclosures are easily assessable for garbage and recyclables collection; and that the area is managed in a clean, safe, and efficient manner. Trash enclosure covers shall be closed when not in use. Trash enclosures shall be regularly emptied. There shall be the prompt removal of visible signs of overflow of garbage, smells emanating from enclosure, graffiti, pests, and vermin.
- 12. Staging Construction Areas.** All staging areas shall be conducted on the subject property, subject to approval of the Engineering Department. Off-site staging areas, if any, shall be approved through the issuance of an off-site staging area permit/agreement.
- 13. Disturbance Coordinator.** The Applicant shall designate and provide a point-of-contact whose responsibilities shall include overseeing the implementation of Project, compliance with Permit terms and conditions, and responding to neighborhood concerns.
- 14. Parking and Loading/Unloading.** A minimum of 20 garage parking spaces shall be provided on site as discussed in the staff report to the satisfaction of the City Engineer and Director of Community Development. All required parking spaces shall remain available for operable vehicles and shall not be used for inoperable vehicles or general storage.
- 15. Landscaping:** The property owner or management company assumes all responsibility for maintaining all on-site landscaping; any landscaping in the public right-of-way adjacent to the property, and any retaining and freestanding walls in a manner that satisfies the conditions contained herein.

 - a.** Landscaped areas shall be maintained in a flourishing manner. Appropriate irrigation shall be provided for all landscape areas and be maintained in a fully operational condition.
 - b.** All existing planting and planter areas, including areas within the public right-of-way, shall be repaired and landscaping brought into compliance with current standards. All dead plant material shall be removed and replaced by the property owner or management company.
 - c.** The landscaped areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan.
 - d.** Failure to maintain landscaping and the site in general may result in the setting of a public hearing to revoke or modify the Permit approval.

16. Landscaping Plans. Applicant shall install all required improvements including screening walls, retaining walls, storm improvements, and landscaping in substantial conformance to the planting and irrigation schedule as shown on the final Approved Plan set.

- a.** A final landscape and irrigation plan shall be submitted to the Planning Division for review and approval, if meeting any of the criteria listed under Section 33-1323 of the Zoning Code. Five (5) copies of detailed landscape and irrigation plans shall be submitted to the Engineering Services Department with the second submittal of the grading plan. The initial submittal of the landscape plans shall include the required plan check fees, paid in accordance with the prevailing fee schedule in effect at the time of submittal. Details of Project fencing and walls, including materials and colors, shall be provided on the landscape plans. (Building permits may also be required.) The landscape and irrigation plans shall be reviewed and approved by the Planning Division and Engineering Services Department prior to issuance of grading permits, and shall be equivalent or superior to the conceptual landscape plans included as part of the Approved Plan set, to the satisfaction of the Planning Division. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Landscape Standards) of the Escondido Zoning Code, except where stricter requirements are imposed by the State of California.
- b.** Screening walls, retaining walls, storm improvements, and landscaping (i.e. planting and irrigation) are to be provided prior to final occupancy.
- c.** 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.
- d.** Any new freestanding walls and/or retaining walls shall incorporate decorative materials or finishes, and shall be indicated on the landscaping plans. (Building permits may also be required.) All freestanding walls visible from points beyond the Project site shall be treated with a protective sealant coating to facilitate graffiti removal. The sealant shall be a type satisfactory to the Director of Community Development.
- e.** New or retrofitted trash enclosures shall accommodate vertical climbing plants, vines with support trellis panels, and/or clinging non-deciduous or fast growing shrubbery that will screen the enclosure's wall surface. The Director of Community Development shall find that the proposed landscaping design, material, or method provides approximate equivalence to the specific requirements of this condition or is otherwise satisfactory and complies with the intent of these provisions.

Specific Planning Conditions

1. The project shall install a solid block wall along the west, north, and east sides of the private yard for Unit 1, as well as the east side of the private yard for Unit 2, to attenuate street noise for these yard areas. This wall shall be six (6) feet in height and a minimum of eight (8) inches thick. Any other fences or walls within the ten (10)-foot front setback area shall conform to the height limits described in Sections 33-1080 and 33-1081 of the Escondido Zoning Code.
2. Per Section 33-769 of the Escondido Zoning Code, minimum interior dimensions for the two-car garages shall be 19.5 feet wide by 20 feet deep, free and clear of any obstructions. The building plans submitted to the Building Division shall show that this requirement can be met.
3. Per Section 33-104 (c)(1) of the Escondido Zoning Code, building eaves may project no more than four (4) feet into a front or rear setback area, and no more than two (2) feet into a side setback area. Additionally, no eave projection shall be closer than three (3) feet to any lot line. The building plans submitted to the Building Division shall show that this requirement can be met.
4. The Preliminary Grading Plan submitted to the Planning Division shows that the project will remove one (1) oak tree qualifying as a "protected tree" per the definition in Section 33-1052 of the Escondido Zoning Code, in the approximate location of the common amenity area. Two replacement oaks are shown on the conceptual landscape plan submitted for SUB 20-0002, as required by Section 33-1069. As part of the landscape package submittal required for this project, the applicant or developer shall provide justification that this proposed replanting location can support these trees. If the replacement trees cannot be accommodated in this location or elsewhere on the project site, the applicant or developer shall coordinate with Planning and Public Works for the off-site replanting of these trees on City property.
5. The following mitigation monitoring and reporting program shall be implemented to address potential impacts to unidentified and unknown tribal cultural resources within the proposed Project Area and/or Location.
 - a. The City of Escondido Planning Division ("City") recommends the applicant enter into a Tribal Cultural Resource Treatment and Monitoring Agreement (also known as a pre-excavation agreement) with a tribe 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 Applicant/Owner 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.
- b. Prior to issuance of a grading permit, the applicant shall provide written verification to the City that a qualified archaeologist and a Native American monitor associated with a TCA Tribe have been retained to implement the monitoring program. The archaeologist shall be responsible for coordinating with the Native American monitor. This verification shall be presented to the City in a letter from the project archaeologist that confirms the selected Native American monitor is from a TCA Tribe. The City, prior to any pre-construction meeting, shall approve all persons involved in the monitoring program.
 - c. The qualified archaeologist and a Native American monitor shall attend the pre-grading meeting with the grading contractors to explain and coordinate the requirements of the monitoring program.
 - d. During the initial grubbing, site grading, excavation or disturbance of the ground surface, the qualified archaeologist and the Native American monitor shall be on site full-time. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of tribal cultural resources as defined in California Public Resources Code Section 21074. 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, shall be responsible for determining the duration and frequency of monitoring.
 - e. In the event that previously unidentified tribal cultural resources are discovered, the qualified archaeologist and the Native American monitor, 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.
 - f. If a potentially significant tribal cultural resource is discovered, the archaeologist shall notify the City of said discovery. The qualified archaeologist, in consultation with the City, the TCA Tribe and the Native American monitor, shall determine the significance of the discovered resource. A recommendation for the tribal cultural resource's treatment and disposition shall be made by the qualified archaeologist in consultation with the TCA Tribe and the Native American monitor and be submitted to the City for review and approval.
 - g. The avoidance and/or preservation of the significant tribal cultural resource and/or unique archaeological resource must first be considered and evaluated CEQA. Where

- any significant tribal cultural resources and/or unique archaeological 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, and shall be subject to approval by the City. The archaeological monitor, in consultation with the Native American monitor, 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.
- h. As specified by California Health and Safety Code Section 7050.5, if human remains are found on the project site during construction or during archaeological work, the person responsible for the excavation, or his or her authorized representative, shall immediately notify the San Diego County Coroner's office. Determination of whether the remains are human shall be conducted on-site and in situ where they were discovered by a forensic anthropologist, unless the forensic anthropologist and the Native American monitor agree to remove the remains to an off-site location for examination. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the Coroner has made the necessary findings as to origin and disposition. A temporary construction exclusion zone shall be established surrounding the area of the discovery so that the area would be protected, and consultation and treatment could occur as prescribed by law. In the event that the remains are determined to be of Native American origin, the Most Likely Descendant, as identified by the Native American Heritage Commission, shall be contacted in order to determine proper treatment and disposition of the remains in accordance with California Public Resources Code section 5097.98. The Native American remains shall be kept in-situ, or in a secure location in close proximity to where they were found, and the analysis of the remains shall only occur on-site in the presence of a Native American monitor.
- i. If the qualified archaeologist elects to collect any tribal cultural resources, the Native American monitor must be present during any testing or cataloging of those resources. Moreover, if the qualified Archaeologist does not collect the cultural resources that are unearthed during the ground disturbing activities, the Native American monitor, 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. Any tribal cultural resources collected by the qualified archaeologist shall be repatriated to the TCA Tribe. Should the TCA Tribe or other traditionally and culturally affiliated tribe decline the collection, the collection shall be curated at the San Diego Archaeological Center. All other resources determined by the qualified archaeologist, in consultation with the Native American monitor, to not be tribal cultural resources, shall be curated at the San Diego Archaeological Center.

- j. 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 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.

Housing and Neighborhood Services Conditions

1. The project shall provide a minimum of ten (10) dwelling units for Low Income Households (*households earning less than 80% of the Area Median Income for the San Diego-Carlsbad-San Marcos MSA*). Prior to issuance of a building permit, the developer shall sign a binding affordable housing agreement with the City, which sets forth the conditions and guidelines to be met in the implementation of Density Bonus Law requirements and/or any other applicable requirements. The agreement will also establish specific compliance standards and remedies available to the City upon failure by the developer to restrict units to target households for the prescribed time period (55 years for all target units as described in Section 33-1416 of the Zoning Code). Income qualified first-time homebuyer households will be approved by the City of Escondido Housing & Neighborhood Services Division for the duration of the affordability period.
2. All affordability agreements shall be binding on the developers, their heirs, transferees, assigns, successors, administrators, executors, and other representatives, and recorded on the deed for the requisite period of time.

Building Conditions

1. The applicant shall submit a complete set of construction plans to the Development Services Department for building permit plan check processing. The submittal shall include a Soils/Geotechnical Report, structural calculations, and State Energy compliance documentation (Title 24). Construction plans shall include a site plan, a foundation plan, floor and roof framing plans, floor plan(s), section details, exterior elevations, and materials specifications. Submitted plans must show compliance with the latest adopted editions of the California Residential Code (The International Residential Code with California Amendments, the California Mechanical, Electrical and Plumbing Codes). These comments are preliminary only. A comprehensive plan check will be completed prior to permit issuance and additional technical code requirements may be identified and changes to the originally submitted plans may be required.

Fire Conditions

1. All fire underground, fire alarms, and fire sprinkler plans shall be deferred submittals to the Escondido Fire Department.
2. Access shall be a minimum of 24 feet in width.
3. Access shall be paved in an approved all-weather surface able to hold 75,000 pounds.

Engineering Conditions

GENERAL

1. The Developer shall provide the City Engineer with a Subdivision Guarantee and Title Report covering subject property.
2. The location of all existing on-site and adjacent utilities and storm drain facilities shall be determined by the Developer's engineer. If a conflict occurs with the proposed project or improvements, arrangements for relocation of the conflicting utilities/facilities shall be made with the owner of the utility/facility prior to approval of the Grading plans and Final Map. This utility/facility relocation work shall be completed prior to issuance of Building Permits.
3. Improvement plans prepared by a Civil Engineer are required for all public street and utility improvements and a Grading/Private Improvement plan prepared by Civil Engineer is required for all grading, drainage and private onsite improvement design. Landscaping Plans shall be prepared by a Landscape Architect.
4. The Developer shall post securities in accordance with the City prepared Bond and Fee Letter based on a final Engineer's Estimate of Grading and Improvements Cost prepared by the project engineer. The Developer is required to provide a Cash Clean Up deposit for all grading, landscaping, private Improvements and onsite drainage improvements prior to approval of Grading Plans and issuance of Grading Permit. This Cash Clean Up Deposit amount shall be 10% of the total cost of the project private improvements, drainage and landscaping. The Developer is required to provide Performance (100% of total public improvement cost estimate), Labor and Material (50% of total public improvement cost estimate) and Guarantee and Warrantee (10 % of total public improvement cost estimate) bonds for all public improvements prior to approval of the Improvement Plans and issuance of Building Permits. All improvements shall be completed prior to issuance of a Certificate of Occupancy.
5. As surety for the construction of required off-site and/or on-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the Developer with the City of Escondido prior to the approval of any building permit.

6. No Building Permits shall be issued for any construction within this Subdivision until the Final Subdivision Map is recorded and either:
 - a) All conditions of the Tentative Subdivision Map have been fulfilled, or
 - b) Those conditions unfulfilled at the time of an application for Building Permits shall be secured and agreements executed in a form and manner satisfactory to the City Attorney and City Engineer.
7. If site conditions change adjacent to the proposed development prior to completion of the project, the Developer will be responsible to modify his/her improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer.
8. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be determined by and corrected by the Developer to the satisfaction of the City Engineer.
9. The Developer's engineer shall submit to the Planning Department 3 copies of the Tentative Map as presented to the Planning Commission and approved by the City Council together with any changes contained in the adopted final conditions of approval. The Tentative Map will be certified by the Planning Department verifying that they are an accurate reproduction of the approved Tentative Map and must be included with the first Final Engineering submittal for plan check to the Engineering Department.

STREET IMPROVEMENTS AND TRAFFIC

1. Public street improvements shall be constructed to City Standards in effect at the time of the Tentative Map approval and shall be submitted on public improvement plans prepared by a Civil Engineer to the satisfaction of the City Engineer. Specific details, including final concrete driveway apron design for the project entrances, concrete curb & gutter and sidewalk replacement, drainage, street lighting, etc. shall be resolved to the satisfaction of the City Engineer.
2. The project's access drive shall be constructed as an alley-type driveway apron with a minimum throat width of 24-feet and a driveway apron with a 4-foot minimum ADA path of travel maintained near the right-of-way line to the satisfaction of the City Engineer. The developer and their engineer shall design one driveway that serves both this project and the existing home on the adjacent parcel to the west of this project. The developer and their engineering shall coordinate construction of this driveway with the property owner of the adjacent parcel west of this project.
3. All on-site driveways, and parking areas will be private. Typical sections and design details shall be to the satisfaction of the City Engineer and Community Development Director.

4. The Developer shall remove and replace all damaged sidewalk, curb and gutter, along all project frontages to the satisfaction of the City Engineer prior to issuance of a Certificate of Occupancy.
5. The Developer will be required to provide a detailed detour and traffic control plan, for all construction and staging activities, and any requested materials placement within existing rights-of-way to the satisfaction of the City Engineer. This plan shall include any proposed sidewalk closures and provide for alternate pedestrian access around the project site. This plan shall be approved prior to the issuance of an Encroachment Permit for construction or other project activities within the public right-of-way.

GRADING and SITE IMPROVEMENTS

1. A site grading and erosion control plan prepared by a registered Civil Engineer shall be approved by the Engineering Department prior to issuance of building permits. The first submittal of the grading plan shall be accompanied by 2 copies of the preliminary soils and geotechnical report. The Soils Engineer will be required to indicate in the soils report that he/she has reviewed the grading design and found it to be in conformance with his/her recommendations.
2. All private driveways and parking areas shall be paved with a minimum of 3" AC over 6" of AB or 7" PCC over 6" AB. All paved areas exceeding 15% slope or less than 1.0% shall be paved with PCC.
3. Any proposed retaining walls not a part of the building foundations or stem walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retaining wall design is in conformance with the recommendations and specifications as outlined in the Geotechnical report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by Regional or City Standard Drawings. Stem walls, foundation structures, or deepened footings that are to be constructed as part of a building structure will be permitted as part of the Building Dept. plan review and permit process.
4. The Developer will be required to obtain permission from adjoining property owners for any off-site grading, drainage improvements on APN 229-040-20-69, or work necessary to construct the project and/or the required improvements.
5. Erosion control, including riprap, interim slope planting, sandbags, or other erosion control measures shall be provided to control sediment and silt from the project. The Developer shall be responsible for maintaining all erosion control facilities throughout the project.

6. The Developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.
7. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.
8. All existing foundations, structures, trees not otherwise than those designated "to remain" on the Tentative Map, shall be removed or demolished from the site.
9. All driveway grades shall conform to current Escondido Design Standards and Escondido Standard Drawings.

DRAINAGE

1. Final on-site and off-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a Drainage Study to be prepared by the Engineer of Work. The drainage study shall be in conformance with the City of Escondido Design Standards.
2. All on-site storm drains not in public easements are private. The responsibility for maintenance of these storm drains shall be that of the Home Owner's Association. Provisions stating this shall be included in the CC&R'S.
3. The project shall limit drainage flows to their pre-construction rates. Details and calculations for the detention basins shall be submitted and approved as part of the grading plan check.
4. A Storm Water Quality Management Plan (SWQMP) in compliance with the City's latest adopted Storm Water Design Manual shall be prepared for all newly created or replaced onsite impervious areas, impervious frontage, and required offsite improvements. The SWQMP shall be submitted for approval with the final improvement and grading plans. The SWQMP shall include treatment calculations, post-construction storm water treatment measures, and maintenance requirements and responsibilities both for onsite treatment and also any "Green Street" facilities located in the public right-of-way. The SWQMP shall demonstrate how proposed proprietary best management practices meet bio-filtration treatment requirements in accordance with the City's Storm Water Design Manual.
5. The Developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement.
6. All storm water treatment and retention facilities and their drains including the bio-retention basins and planters, any permeable paver areas shall be considered private. The responsibility for maintenance of these post construction storm water treatment facilities shall be that of the Property Owner.

7. 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. 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 or will be required to transition the project to a priority storm water development project by complying with the applicable requirements, including development of a Storm Water Quality Management Plan and the installation of structural best management practices.

FIRE

1. All fire underground, fire alarms, and fire sprinkler plans shall be deferred submittals to the Escondido Fire Department.
2. Access shall be a min of 24ft in width.
3. Access shall be paved in an approved all-weather surface able to hold 75,000. Lbs.

WATER SUPPLY

1. The locations and sizing of all required water mains, water services, fire hydrants, detector check assemblies, and other water appurtenances shall be designed and installed to the satisfaction of the Director of Utilities and the Utilities Engineer.
2. Improvement plans for all proposed water mains shall be prepared by a Civil Engineer and submitted to the City of Escondido for review and approval.
3. All public water mains shall be located under asphalt or concrete pavement and not under curbs, gutters, medians or sidewalks.
4. Fire hydrants together with an adequate water supply shall be installed at locations approved by the Fire Marshal. The Developer shall submit with the first submittal of final engineering a Fire Exhibit approved by the City Fire Marshal showing the locations of all required hydrants, detector check assemblies and post indicator valves.
5. All proposed fire hydrants shall be public and meet the current City of Escondido Standards, and shall connect to a minimum 8" diameter public water main.
6. Water services, meters and backflow prevention devices shall be a minimum of 1-inch in size. Water meters and backflow prevention devices shall not be installed within driveway aprons or drive areas.

7. Backflow prevention assemblies are private and should be located on private property. Backflows shall be located directly behind the public meter.
8. All fire hydrants to be replaced, reconnected or relocated as a part of this project shall be replaced in entirety from the public water main to the fire hydrant per the satisfaction of the Utilities Engineer and Water Distribution.
9. Fire suppression and sprinkler systems beyond the Detector Check Valves are private and shall be designed and constructed per current Building, Plumbing, and Fire Code Standards, and per the requirements of the City Fire Marshal and City Building Official and shall be approved by a separate submittal to the Building Department.
10. All water mains within easements shall be installed under a min. 20-foot wide all-weather road surface designed to the satisfaction of the Utilities Engineer.
11. All on-site water lines and backflow prevention devices not in public easements or the City's Right of Way shall be considered a private water system. The Property Owner will be solely responsible for all maintenance of these water lines and facilities.
12. There shall be no permanent structures or private facilities allowed within a public utility easement. Where private storm drains are necessary, they shall be the outer-most utility.
13. No trees or deep-rooted plants shall be planted within 10-feet of any water service.

SEWER

1. The location and sizing of all Sewer mains shall be per City of Escondido Design Standards and to the satisfaction of the Director of Utilities and the Utilities Engineer.
2. Improvement plans for all proposed sewer mains shall be prepared by a Civil Engineer and shall be submitted to the City for review and approval.
3. All sewer mains, force mains, sewer laterals, forced sewer laterals and appurtenances shall be designed and constructed per current City of Escondido Design Standards and Standard Drawings, and to the satisfaction of the Director of Utilities and Utilities Engineer
4. Sewer laterals less than 8-inches in diameter shall connect to the sewer main with a wye fitting or Insert a-Tee. 8-inches in diameter sewer laterals shall be connected to the public sewer at a manhole.
5. The Developer shall construct an 8-inch public backbone sewer system on-site to serve the project as shown on the Tentative Map. The private forced sewer main shall discharge to a private sewer manhole built to City standards prior to gravity sewerage to a public manhole. All manholes shall be accessible at all times by City Vector trucks.

6. No trees or deep-rooted bushes shall be planted within 15-feet of any sewer main or within 10-feet of any sewer lateral. Sewer laterals shall be 5-feet horizontally clear from other utilities.
7. All abandoned sewer laterals shall be capped and plugged at the public sewer main to the satisfaction of the Utilities Engineer and the City Inspector.
8. All sewer laterals, private sewer pumps, private force laterals, and private manholes shall be considered a private sewer system. The property owners and/or Home Owners Association shall be responsible for all maintenance of the private sewer system. Provisions stating this shall be included in the CC&Rs.
9. In the event that the City of Escondido Collections Division is called out to the property to respond to private sewer system odors, backups or spills, the Home Owners Association shall reimburse the City of Escondido for all time and material costs incurred by the City. Provisions stating this shall be included in the CC&Rs.
10. A minimum 20-foot all weather access road (suitable for use by the City's Vactor trucks) shall be required for access to all sewer manholes. A turn-around may be required.
11. There shall be no permanent structures or private utilities located within public sewer or public utility easements. Where it is necessary that the private storm drains share a public easement, they shall be placed on the outer-most edge away from the public sewer or water.
12. 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

LANDSCAPE

1. A site landscaping and irrigation plan shall be submitted to the Engineering Department with the second submittal of the grading plan for review and approval by Engineering and Planning Departments. The initial submittal of the landscape plans shall include the required plan check fees.

FINAL MAP - EASEMENTS

1. All easements, both private and public, affecting subject property shall be shown and delineated on the Final Map.
2. Public utility easements for sewer, water, storm drain, etc. which are deemed necessary by the City Engineer shall be granted to the City.

3. The developer shall obtain a private drainage easement from the owner of APN 229-040-20-69 for the proposed drainage improvements on APN 229-040-20-69 prior to approval of the grading plan.
4. An emergency access easement shall be granted to the City on the Final Map. The minimum width of the easement shall be 24 feet and to the satisfaction of the City Engineer and Fire Marshal

REPAYMENTS AND FEES

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

UTILITY UNDERGROUNDING AND RELOCATION

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

CC&R's

1. Copies of the CC&R's shall be submitted to the Engineering Department and Planning Department for approval prior to approval of the Final Map.
2. The Developer shall make provisions in the CC&R's for maintenance by the Home Owners' Association of private driveways, parking areas, private utilities (including sewer and water), storm water and drainage facilities, private street lighting, landscaping both onsite and within

fronting public right-of-ways. These provisions must be approved by the Engineering Department prior to approval of the Final Map.

3. The CC&R's must state that the Home Owners' Association assumes liability for damage and repair to City utilities in the event that damage is caused by the property owners' association when repair or replacement of private utilities is done.
4. The CC&R's must state that (if stamped concrete is used in the private driveway) the homeowners' association is responsible for replacing the stamped concrete in kind if the City has to trench the street for repair or replacement of an existing utility.

CITY COUNCIL STAFF REPORT

Public Hearing Item No. 16

December 16, 2020

File No. 0430-80

SUBJECT: Approval to Amend Fiscal Year 2019-2020 HUD Annual Action Plan (Third Amendment) and Budget Adjustment

DEPARTMENT: Community Development Department/Housing & Neighborhood Services

RECOMMENDATION:

It is requested that City Council adopt Resolution No. 2020-170 to amend the FY 2019-2020 Housing and Urban Development (“HUD”) Annual Action Plan to accept \$3,934,624 in new Emergency Solution Grant-Coronavirus (“ESG-CV”) funds and provide funding to create a new Emergency Shelter Quarantined Entry Program with \$20,000. It is also requested that the City Council approve the budget adjustment (see Attachment 1) to accept the funding.

FISCAL ANALYSIS:

On March 27, 2020, the President of the United States signed the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), Public Law 116-136 into law, providing \$2.2 trillion in federal funds to respond to the COVID-19 pandemic. The Act included \$4 billion for the ESG-CV program to prevent, prepare for and respond to the coronavirus pandemic.

On June 9, 2020, HUD notified the City of a second allocation of ESG-CV Program funds in the amount of \$3,934,624. In order to accept and use these funds, the City must amend the FY 2019-2020 HUD Annual Action Plan.

PREVIOUS ACTION:

The City’s Five Year Consolidated Plan was adopted in 2015 and was amended in 2017 to include the ESG funds. The Plan established priorities for the use of these federal funds over the five-year period. ESG funds must be used to serve the homeless or at-risk of homeless population.

On May 20, 2020, the City Council amended the City’s Citizen Participation Plan and confirmed policy priorities for both Community Development Block Grant (“CDBG-CV”) and ESG-CV funding. Council reaffirmed existing priorities in the Consolidated Plan and to work with current subrecipients to allocate additional funds as efficiently as possible.

The City Council approved on June 24, 2020, a second amendment to its FY 2019-2020 Annual Action Plan in order to receive Round 1 allocations, including \$1,070,025 in CDBG-CV funds and \$552,803 in ESG-CV funds. At HUD’s direction, all activities associated with all rounds of coronavirus funding will amend the FY 2019-2020 Annual Action Plan.

BACKGROUND:

The CARES Act made \$4 billion available in ESG-CV funds to HUD in two phases. HUD allocated the first \$1 billion (Phase I) to states and localities for ESG-CV grants based on the Federal Fiscal Year 2020 ESG formula. The City received \$552,803 through the first round of funding. Through this Round 1 funding, the City Council created two programs: 1) a homeless prevention program to give rental assistance to very low income residents to help them stay in their current apartments; and 2) a rapid rehousing program to help homeless residents find permanent housing through rental assistance and continued case management. Since then, HUD allocated a second round of CARES Act supplemental funding for the ESG-CV. The City received \$3,934,624 through the second round of funding.

The purpose of this agenda item is to accept the Round 2 ESG-CV allocation and to fund an urgently needed program addressing the public health crisis. The request allocates up to \$20,000 to an emergency shelter quarantined entry program. If approved, there would be a \$3,914,624 balance of unallocated ESG-CV funding. The full plan for the use of all ESG-CV and \$1,314,585 in Round 3 CDBG-CV funding will be provided at a meeting in January 2021. A fourth amendment to the Plan would be needed to allocate supplemental funding.

ANALYSIS:

Activities funded with ESG-CV funds must be consistent with a jurisdiction's Consolidated Plan, must assist individuals and families who are homeless or are at risk of homelessness, and must prevent, prepare for, or respond to COVID-19. HUD requires a formal Action Plan Amendment when substantial changes are made to an existing Plan. Substantial amendments include an addition of a new activity not previously identified in the Annual Plan; or a budget change of more than 25 percent. According to the City's Citizen Participation Plan for HUD funds, substantial changes must be authorized by the City Council and must be made available on the City's website and through public notices in the newspaper. A 2020 waiver was authorized allowing the public comment period to be reduced to five days for pandemic response. This substantial amendment accepts approximately \$3.9 million of new federal funding and creates one new program (see Attachment 2: Draft Second Substantial Amendment to the FY 2019-2020 Annual Action Plan).

Emergency Shelter Quarantined Entry Program (\$20,000)

Interfaith Community Services is currently a recipient of entitlement ESG funds to provide emergency shelter services at Haven House. Due to the pandemic, maximum occupancy at Haven House was reduced to 25 residents. Recently, several clients have tested positive for COVID-19. They have entered into quarantine at a County Public Health facility and will be able to return to Haven House once they test negative for the virus. Additional residents have left the shelter, leaving 10 individuals currently living at Haven House.

Based on County health epidemiology advice, Interfaith has made operational changes, including regular testing of staff and residents and restrictions on leaving the shelter. This has also created new constraints on bringing new residents into the shelter. In order to become a resident at Haven House,

an individual must have two negative tests spaced at least a week apart. Ideally, a potential resident would take a rapid test and a PCR test at the same time. If the rapid test is negative, the individual will quarantine for 14 days and take a new set of tests. If the second test comes back negative, they can move into Haven House. If either test comes back positive, they will go to the County Public Health facility. Interfaith has requested \$20,000 in ESG-CV funding in order to be able to facilitate COVID-19 intake into Haven House. This would include a private room for up to 14 days for ten to twelve people at Interfaith's new facilities on Centre City Parkway, food, cleaning, and some services.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Mike Strong, Director of Community Development
12/9/20 3:47 p.m.

ATTACHMENTS:

1. Attachment 1 - Budget Adjustment
2. Attachment 2 - Draft Second Substantial Amendment to the FY 2019-2020 Annual Action Plan
3. Resolution No. 2020-170
4. Resolution No. 2020-170 - Exhibit A (ESG-CV Budget)



On March 27, 2020, the President of the United States signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act into law, providing \$2.2 trillion in federal funds to respond to the COVID-19 emergency, including \$5 billion to HUD for the Community Development Block Grant (CDBG-CV) program and \$4 billion for the Emergency Solutions Grant (ESG-CV) program to prevent, prepare for and respond to the coronavirus pandemic (COVID-19). On June 9, 2020, HUD allocated \$3,934,624 in ESG-CV funds to the City of Escondido (Round 2). This substantial amendment accepts the new federal funding and creates one new program to prevent, prepare for and respond to the coronavirus pandemic (COVID-19).

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

On March 27, 2020, the President of the United States signed the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act into law, providing \$2.2 trillion in federal funds to respond to the COVID-19 emergency, including \$5 billion to HUD for the Community Development Block Grant (“CDBG-CV”) program and \$4 billion for the Emergency Solutions Grant (“ESG-CV”) program to “prevent, prepare for and respond to the coronavirus pandemic (“COVID-19”).”

ATTACHMENT 2

Draft Third Amendment to the FY 2019-2020 Annual Action Plan

On June 9, 2020, HUD allocated \$3,934,624 in ESG-CV funds to the City of Escondido (Round 2). This substantial amendment accepts the new federal funding and creates one new program to prevent, prepare for and respond to the coronavirus pandemic (COVID-19).

Previously, the City accepted Round 1 funding (\$1,070,024 in CDBG-CV and \$552,803 in ESG-CV funds) creating three new programs and expanding three existing programs to prevent, prepare for and respond to the coronavirus pandemic (“COVID-19”).

As a recipient of federal funds from the U.S. Department of Housing and Urban Development (HUD), the City of Escondido is required to prepare and submit a Consolidated Plan every five years. The City’s current Consolidated Plan was approved in 2015 and amended in 2016. It covers the five-year period from 2015 through 2019 and applies to the following three federal grant programs:

- Community Development Block Grant (CDBG)
- HOME Investment Partnerships Grant (HOME)
- Emergency Solutions Grant (ESG)

The Consolidated Plan is a document developed through a collaborative process whereby Escondido stakeholders have helped identify community improvement needs and priorities to address federal grant funds and other available resources. To ensure the maximum participation of the community’s residents and to comply with the City’s HUD approved Citizen Participation Plan the City implemented an extensive process that included surveys, community meetings, and public hearings. Through this process, the residents of Escondido participated in a multitude of opportunities to shape the priorities and strategies of the Consolidated Plan and the Substantial Amendment to the Consolidated Plan.

The Annual Action Plan for Fiscal Year (FY) 2019-2020 (the fifth year of the Consolidated Planning period) includes activities the City will undertake to address its priority needs and objectives as outlined in the 2015-2019 Amended Five Year Consolidated Plan. These activities will be undertaken with the FY 19-20 CDBG, HOME, and ESG program funds. The amounts are \$1,824,482, \$596,821 and \$152,010 respectively. All activities proposed for FY 2019-2020 meet one of the following three national objectives:

- Activities which benefit low and moderate income persons;
- Activities which aid in the prevention or elimination of slums or blight; and
- Activities that are designated as having a particular urgency.

2. Summarize the objectives and outcomes identified in the Plan

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Draft Third Amendment to the FY 2019-2020 Annual Action Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The city has extensive housing and community development needs, and CDBG, HOME and ESG funds are not sufficient to address all the needs of the city. The City will use CDBG, HOME and ESG funds, in conjunction with other funding as it becomes available, to coordinate projects and services to meet the objectives of all programs. The identified needs are increasing homeownership opportunities; conserving the supply of existing owner housing; expanding the stock of affordable rental housing; increasing the length of stay in rental housing; providing youth educational and recreational programs; increasing livability of neighborhoods; assisting homeless persons, supporting senior services, economic development, and implementing ADA improvements where feasible.

The associated goals and priorities identified include:

CDBG Priority: Youth **Goal:** Providing educational and recreational programs

CDBG Priority: Neighborhood revitalization **Goal:** Improve the livability of neighborhoods

CDBG Priority: Homeless services **Goal:** Support homeless shelter and other services when feasible

CDBG Priority: ADA improvements **Goal:** Incorporate ADA assessable features in all CDBG public improvement projects and address public facility needs as they are identified

CDBG Priority: Economic Development **Goal:** Support adult education and training

CDBG Priority: Senior Assistance **Goal:** Support Senior Services

HOME Priority: Increasing homeownership opportunities. **Goal:** Increase number of homeowners

HOME Priority: Conserving the supply of existing owner housing. **Goal:** Assist with rehabilitation of existing units.

HOME priority: Expanding the stock of affordable rental housing. **Goal:** Provide additional affordable rental units.

HOME priority: Increasing the length of stay in rental housing. **Goal:** Assist quality affordable rental units.

ESG Priority: Engagement of homeless persons including homeless prevention, rapid rehousing, emergency shelter, and homeless youth. **Goal:** *Housing relocation and stabilization services.*

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

As the fourth year of the Consolidated Plan period (2015-2019) draws to an end, the City of Escondido anticipates meeting most of the housing-related goals established for increasing homeownership opportunities, expanding the stock of rental housing, conserving the supply of existing owner housing, and increasing the stay in rental housing. For the Consolidated Plan period the City projected that we would assist 180 persons with rental assistance. 122 were assisted in the first three years of the plan. We estimated that we would assist 11 homeowners with new housing during the Plan period and we assisted all 11 in the first three years. We estimated that we would assist 5 first-time homebuyers with downpayment assistance and assisted 4 in the first three years. We projected that we would construct 23 affordable rental units and rehabilitate 53 affordable rental unit in five years. In the first three years we constructed 32 new units (using redevelopment funds) and rehabilitated 58 rental units (43 using HOME funds). Lastly, we estimated that we would assist 45 homeowners with rehabilitation, when we actually assisted four in the first three years using state grant funds.

The City anticipates meeting the goals established for providing educational and recreational activities, improving the livability of neighborhoods, supporting adult education and training, and supporting senior services. The city has increased support of homeless services using both federal and local funds, and anticipates meeting established goals. The City plans to diligently continue working towards meeting or exceeding its Five-Year Consolidated Plan goals of providing affordable housing, public service activities, and neighborhood revitalization projects to lower income residents.

The City's Annual Action Plans and Consolidated Annual Performance and Evaluation Reports (CAPERs) have provided many details about the innovations, projects and programs completed by the City over the past several years (documents may be viewed and/or downloaded from the City's website).

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City of Escondido follows the Citizen Participation Plan included as part of the 2015-2019 Consolidated Plan, and amended in 2017. Community based organizations and residents were notified of the meetings and were encouraged to participate in the development/review of the FY 2019-2020 One Year Action Plan. Two public hearings were held, one on March 20, 2019, to discuss priorities and the allocation process, and the other on May 22, 2019, to discuss specific programs. Additional community meetings were held on March 7 and April 25. Notices were published in English and Spanish two weeks in advance of the hearings and the Draft Action Plan was available for public review and

ATTACHMENT 2

Draft Third Amendment to the FY 2019-2020 Annual Action Plan

comment for a 30 day period prior to the second meeting. A community meeting was held on October 24, 2019 and a public hearing was held on December 18, 2019 to discuss the amendment to the Action Plan. Notices were published in English and Spanish two weeks in advance of the hearings and the Draft Action Plan Amendment was available for public review and comment for a 30 day period prior to the December 18 meeting.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

There were 12 attendees at the Community Meeting held on March 7, 2019. Comments included wanting additional pocket parks in residential areas and addressing homelessness/public health throughout the City. Residents also spoke in favor of infrastructure improvements. There were 20 attendees at the community meeting held on April 25, 2019.

At the first public hearing held on March 20, 2019, there were no speakers from the public. At the second public hearing, held on May 22, 2019 and continued on June 5, 2019, there were several speakers related to the proposed CDBG/ESG allocation, including a representative from each of the outside services proposed to be funded (excluding the Legal Aid Society of San Diego). The speakers discussed the benefits of the requests and none of the speakers objected to the City's allocation plan or process.

No public comments were received during the 2019-2020 Action Plan process relating to the HOME program or the HOME allocation.

Twenty-two people attended the Community meeting held on October 22, 2019. Attendees affirmed that they wanted the Old Escondido Street Sign Replacement Project to go forward and the Ballfield Light LED Retrofit Program to be completed with additional funds. At the public hearing held on December 18, 2019, there were no speakers from the public. No public comments were received during the 2019-2020 Action Plan Amendment review period.

A public hearing was held on May 20, 2020 to reaffirm Con Plan priorities for the allocation of CDBG-CV and ESG-CV funds. Additionally discussed was using HUD Waiver 8 (Consolidated Planning Requirements – HOME, CDBG, and ESG Programs – Citizen Participation Public Comment Period for Consolidated Plan Amendment) and HUD Waiver 9 (Consolidated Planning Requirements – HOME, CDBG, and ESG Programs – Citizen Participation Reasonable Notice and Opportunity to Comment). No public comments were received. City Council discussed how to balance the public's right to review and comment on plans and the need to efficiently allocate funds to meet community needs. The use of these waivers was approved.

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A public hearing was held on June 24, 2020 to allocate \$1.5 million in Round 1 CDBG-CV and ESG-CV funds.

A public hearing was held on December 16, 2020 to allocate \$20,000 in Round 2 ESG-CV funds.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments or views from the public are accepted, reviewed, and incorporated into the FY 19-20 Action Plan Amendment.

7. Summary

Each year, the City of Escondido is required to prepare an Action Plan specifying how resources will be allocated to address the priorities established in the Consolidated Plan. The FY 2019-2020 One-Year Action Plan specifies how CDBG, HOME and ESG funds will be allocated to achieve the community development and affordable housing priorities of the 2015-2019 Consolidated Plan. This Amendment is consistent with the Consolidated Plan, adds one new CDBG activity and allocates additional funds to an existing CDBG activity to achieve these goals as a result of a project completing under budget.

The FY 2019-2020 Amended Action Plan covers the fifth year in the City's FY 2015-2019 Consolidated Plan period. The Five-Year Consolidated Plan and the One-Year Action Plan are required as part of the application and planning processes for the three formula-based federal housing and community development programs: Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grants (ESG).

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PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	Escondido	
CDBG Administrator	Escondido	Housing and Neighborhood Services Division
HOPWA Administrator		
HOME Administrator	Escondido	Housing and Neighborhood Services Division
ESG Administrator	Escondido	Housing and Neighborhood Services Division
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The Housing and Neighborhood Services Division of the Community Development Department is responsible for administering the City of Escondido’s CDBG, HOME, and ESG programs, allocations and budgets.

Consolidated Plan Public Contact Information

Karen Youel kyouel@escondido.org (760) 839-4518 CDBG and ESG

Kristina Owens kowens@escondido.org (760) 839-4519 HOME

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City's outreach and consultation strategies included the formation of community outreach partnerships with housing services and mental health providers, workforce developers, community advocates, and others over the past few years.

In the development of the FY 2019-2020 Action Plan the City conducted two public hearings: March 20, to review and reaffirm priorities of the Consolidated Plan and approve an allocation process; and May 22, to approve the CDBG/ESG/HOME allocations and approve the budget for submittal. In addition to the two public hearings the City outreached to the neighborhoods and their leaders, notified community based organizations and local agencies, and posted the draft Action Plan on its website. A Community Meeting was held on March 7 to describe the process, solicit input from the community at large, and share in the Action Plan developments. A second Community Meeting was held on April 25 to review the applications that had been received as part of the CDBG and ESG RFP process.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Escondido has long been committed to fostering relationships with local community groups. Several nonprofit organizations in the community have been working with the City to manage projects and programs that assist lower income residents. A variety of support services in the areas of education, job-training, homeless and senior and youth services augment the City's efforts in these areas.

Results of the community forums and surveys were published and reported publicly to the City of Escondido City Council. Each segment of the community outreach and planning process was transparent to ensure the public knew their input was being collected, reviewed, and considered.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

HUD charges communities that receive funds under the Homeless Continuum of Care (CoC) Program of the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH) with specific responsibilities.

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The Regional CoC (the Regional Task Force for the Homeless- RTFH) includes all of the geography within the County of San Diego, including 18 incorporated cities and all unincorporated areas. This area also includes several Public Housing Authorities and the ESG, CDBG, HOPWA, HOME and Veteran Administration service areas.

The RTFH meets periodically to identify gaps in homeless services, establish funding priorities, and to pursue an overall systematic approach to address homelessness. These are public meetings in which the community of providers and stakeholders are welcome to attend and provide comment. The City is represented on the RTFH general membership by staff of the Housing and Neighborhood Services Division. Through regular attendance and participation in the RTFH general meetings and quarterly specialized meetings, the City consults with the RTFH to develop cooperative plans and strategies to leverage resources to provide homeless services, and is informed of changes in local goals, objectives and performance measures.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Consultations with the Regional CoC, the Regional Task Force for the Homeless (RTFH), help allocate ESG funds by assisting the City with coordinating the prioritization and use of resources with local needs. Through this process, the City is able to design programs that are consistent with applicable federal and local standards while distributing funds in an efficient manner and responding to specific conditions in the jurisdiction. Further, ESG jurisdictions inclusive of the City, created a Regional CoC ESG Policy and Operations Guide which lays out federal, state and local standards, policies and regulations for ESG, along with local jurisdictions' standards and policies.

The RTFH assists in setting standards for what outcomes homeless programs should accomplish during their contract period. Consultations with the Regional CoC allow for an open dialog to discuss how to establish performance measures that benefit the broader goals of the region. In doing so, the City is informed of the standards that ESG funds demand, as well as other best practice outcomes and is able to incorporate these goals when negotiating contracts with sub-recipients.

A Homeless Management Information System (HMIS) is essential to efforts to coordinate client services and inform community planning and public policy. Analysis of information gathered through HMIS is critical to the preparation of periodic accounting of homelessness in the San Diego region. The CoC implemented a new HMIS system in FY 2018-2019, including training of subrecipients of City ESG funds.

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In January 2017, the RTFH formally merged with the regional Continuum of Care (CoC) to strengthen the collective impact. Leveraging the comprehensive resources of the CoC, the new RTFH has become a singular organization, which administers the HMIS and CES systems for the region and sets a uniform standard for all agencies to gather information for HUD reporting and local homeless strategies. All ESG funded organizations enter information to the HMIS system.

- 2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

DRAFT

ATTACHMENT 2

Draft Third Amendment to the FY 2019-2020 Annual Action Plan

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	ESCONDIDO EDUCATION COMPACT
	Agency/Group/Organization Type	Services-Children Services-homeless Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Housing and Neighborhood Services staff continually keep an open dialogue with Escondido Education COMPACT. Stakeholder meetings are held throughout the year to discuss community needs, areas for improved coordination, and how to further increase youth advocacy.
2	Agency/Group/Organization	Alliance for Regional Solutions
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons Services-homeless Services-Employment Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

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	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Alliance for Regional Solutions meets on a regular basis to share resources and news around the region. The City of Escondido participates in the Alliance as a Board Member and also attends general meetings as part of the consultation process.
3	Agency/Group/Organization	INTERFAITH COMMUNITY SERVICES
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Escondido continually reaches out to Interfaith Community Services through monthly progress reports, formal and informal dialogue, and email correspondence regarding the homeless priority and areas in need of improvement.
4	Agency/Group/Organization	City of Escondido
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Education Other government - Local
	What section of the Plan was addressed by Consultation?	Senior Services and Youth

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Draft Third Amendment to the FY 2019-2020 Annual Action Plan

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	There is on-going discussion with the Older Adult Services Division and the Community Services Department staff to determine senior assistance and youth needs throughout the year. As a result of these discussions, the City has increased funding for the seniors programs, specifically Senior Transportation and Senior Nutrition, due to rising costs and raising demand.
5	Agency/Group/Organization	LEGAL AID SOCIETY OF SAN DIEGO INC
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	There is on-going discussion with Legal Aid Society of San Diego to determine the need for fair housing services and how to address those needs through the Action Plan as well as the Analysis of Impediments. The City continually works with Legal Aid Society throughout the year to coordinate multiple events such as Fair Housing Month, Fair Housing workshops within the City, and the Annual Fair Housing Conference.

Identify any Agency Types not consulted and provide rationale for not consulting

The City aims at reaching out to all agency types.

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Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Regional Taskforce on the Homeless (San Diego Regional CoC)	The City aligns its Action Plan goals as it relates to homelessness and housing needs with the RTFH.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

In addition to consulting with the CoC, the City of Escondido also participates in the Alliance for Regional Solutions. This group brings together local governments, providers, non-profits and funders to discuss issues surrounding homelessness and hunger in North County.

AP-12 Participation – 91.105, 91.200(c)**1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

The City of Escondido began its citizen participation and consultation process for the 19-20 Action Plan on March 6, 2019, with the public notice and availability of the FY 2019-2020 Action Plan proposed funding strategy. On March 7, 2019, a Community Meeting was held at City Hall to obtain information about the community's needs. A second Community Meeting was held on April 25. Public hearings were held on March 20 and May 22, 2019 (continued on June 5, 2019), at City Council chambers to allow public involvement in the plan development process and comments on the proposed budget. In compliance with Federal regulations, the proposed FY 2019-2020 Annual Action Plan and Budget was available for citizen review and comment for 30 days prior to the City Council public hearing. Information regarding the dates, times, and locations for the public hearings as well as anticipated program resources were published in the San Diego Daily Transcript, the local paper of general circulation, a minimum of two weeks prior to the scheduled public hearings. All public notices included information regarding the location and instructions on obtaining interpreters for the deaf. A bilingual staff person was also in attendance to provide translating services. Additional information about upcoming meetings was published via press releases on the City website and announcements in the Neighborhood News e-newsletter. Throughout the citizen participation process, public and private agencies were consulted and given opportunities to provide input and apply for funding.

Community based organizations, neighborhood groups, and local agencies were notified via-email of the upcoming FY 19-20 Action Plan and were invited to participate in its development. Additional notifications and latest information regarding the Action Plan were posted on the City website.

The citizen participation process allowed the City to receive feedback and comments on its current and future Action Plan. All comments and questions received allowed staff to improve the overall process and keep citizen concerns in mind when making decisions.

A public hearing was held in the City Council chambers on December 18, 2019 to solicit public involvement and consider a substantial amendment to the Action Plan. In compliance with Federal regulations, the proposed FY 2019-20 Amended Action Plan was available for citizen review and comments a minimum of 30 days prior to the City Council public hearing.

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Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community Low-Mod populations	(March 7, 2019) 12 members of the public attended the Community Meeting. Concerns included the need for additional pocket parks, community safety and homelessness, and support for infrastructure projects.	No Comments or responses given by the general public	n/a	
2	Newspaper Ad	Non-targeted/broad community	N/A (14 day notice March 6)	No comments or responses given by the general public	n/a	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
3	Public Hearing	Non-targeted/broad community	There were no speakers from the public.	(March 20 Public Hearing) The City Council discussed the existing Con-Plan priorities and current needs.	n/a	
4	Internet Outreach	Non-targeted/broad community	N/A	No comments or responses given by the general public	n/a	https://www.escondido.org
5	Neighborhood Leadership Forum	Neighborhood Groups within the CDBG eligible areas	Leadership of the neighborhood groups within CDBG eligible areas (April 26)	no comments were received	n/a	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
6	Newspaper Ad	Non-English Speaking - Specify other language: printed in English and Spanish Non-targeted/broad community	N/A (30 day notice April 22)	No comments received.	N/A	
7	Public Hearing	Non-targeted/broad community	May 22 Public Hearing (continued to June 5)	No comments received	N/A	
9	Public Hearing	Non-targeted/broad community	June 5 Public Hearing			
10	Neighborhood Leadership Forum	Neighborhood Groups within the CDBG eligible areas	Leadership of the neighborhood groups within CDBG eligible areas (October 24)	No comments were received	N/A	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
11	Newspaper Ad	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	N/A (30 day notice November 14)	No comments or responses given by the general public		
12	Public Meeting	Non-targeted/broad community	December 18, 2019 Public Hearing	No comments received		
13	Newspaper Ad	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community		No comments or responses given by the general public		
14	Public Meeting	Non-targeted/broad community	May 20, 2020 Public Hearing			

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
15	Newspaper Ad	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community		No comments or responses given by the general public		
16	Public Meeting		June 24, 2020 Public Hearing			
17	Newspaper Ad	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	N/A (5 day notice December 16)	No comments or responses given by the general public		
	Public Meeting		December 16, 2020 Public Hearing			

Table 4 – Citizen Participation Outreach

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Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Escondido is a CDBG entitlement jurisdiction and a HOME participating jurisdiction. Escondido received an annual allocation of \$1,824,482 in CDBG funds, \$596,821 in HOME funds and \$152,010 in Emergency Solutions Grant (ESG) funds for FY 2019-2020.

The City received \$1,070,024 in CDBG-CV funds and \$552,803 in ESG-CV funds in Round 1. The City received \$3,934,624 in ESG-CV funds in Round 2. The funds will be spent for eligible projects as listed in the Action Plan.

Program income received from the repayment of Rehabilitation (CDBG) loans will automatically be re-programmed for activities for programs from which the funds were originally provided to the extent possible. If additional program income funds are received that are not automatically reprogrammed, specific projects will be identified during the Action Plan process. HOME program income will be used for HOME-eligible activities.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan	Narrative Description
			Annual Allocation:	Program Income:	Prior Year Resources:	Total:		
			\$	\$	\$	\$		

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Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,824,482	0	0	1,824,482	0	CDBG allocations will be received and spent for eligible projects as listed in the Action Plan and Consolidated Plan. The City does not expect to receive program income nor does it anticipate using prior year resources.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	596,821	100,000	0	696,821	0	HOME allocations will be received and spent for eligible projects and programs as listed in the Action Plan and Consolidated Plan.

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Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	152,010	0	0	152,010	0	ESG allocations will be received and spent for eligible projects as listed in the Action Plan and Consolidated Plan. The City does not expect to receive program income nor does it anticipate using prior year resources.
CDBG-CV	public - federal	Public Improvements Public Services Other	1,070,024	0	0	1,070,024	0	CDBG-CV funds to be used to prevent, prepare for and respond to coronavirus. Public services and Public improvements.

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Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
ESG-CV	public - federal	Rapid re-housing (rental assistance) Rental Assistance Emergency Shelter Other	\$4,487,427	0	0	\$4,487,427	0	Prevent, prepare for and respond to coronavirus.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The housing needs in Escondido far exceed available HOME funding. Many of the housing programs/projects to be undertaken by the City will be leveraged with a variety of funding sources, including State grants, Successor Housing Agency repayments, and other available funding sources. The HOME program requires that for every HOME dollar spent, the City must provide a 25 percent match with non-federal funds. The City has no current match obligation since we have been oversubscribed in our match obligation for several years. The City is currently matched over \$2,000,000 over the requirement. The City still strives to obtain as much additional funding for housing projects as possible.

The City of Escondido became the Successor Housing Agency when redevelopment agencies were dissolved by the State of California in 2012. No new funds will become available, but the City has responsibility for any assets and the housing loan portfolio, which may generate income as loans are paid. Currently it is anticipated that the City’s rental subsidy program for very-low income seniors and disabled persons will continue to be funded with these funds. Future funding of the program is uncertain. Additional SHA funds will be leveraged for affordable housing purposes.

The City was awarded two CalHome grants, totaling \$1.9M, to establish an owner-occupied rehabilitation program beginning in FY 15-16. The

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program was successful and the City anticipated funding this program for a total of three years. However, the program was ended by the State in September 2017.

The City encourages and supports the use of Low Income Housing Tax Credits for developers of affordable housing utilizing new construction or acquisition/rehabilitation. Tax credits remain a substantial source of local affordable housing funding.

Emergency Solutions Grant (ESG)

Interfaith will continue to satisfy its match requirements by providing the services of its Housing Services Coordinator through private agency funds and through HUD COC funds. Interfaith is currently under contract with the County of San Diego to operate State ESG programs and is in its first year of operating HOME NOW, a HUD-funded Rapid Re-housing project. Interfaith will leverage the City ESG funds for shelter operations and homeless prevention with non-federal shelter and rapid rehousing funds. The City will match ESG administration funds using Successor Housing Agency funds to address homeless issues in our community. ESG-CV funds have no match requirement.

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If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City does not own any land or property that will be used to address housing-related needs during the term of the Plan.

Discussion

See above for discussion.

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase number of homeowners	2015	2019	Affordable Housing	City of Escondido	Increasing homeownership opportunities	HOME: \$25,000	Homeowner Housing Added: 0 Household Housing Unit Direct Financial Assistance to Homebuyers: 1 Households Assisted
2	Provide additional affordable rental units	2015	2019	Affordable Housing	City of Escondido	Expand stock of affordable rental housing	HOME: \$512,616	Rental units rehabilitated: 6 Household Housing Unit
3	Assist with rehabilitation of existing owner units	2015	2017	Affordable Housing	City of Escondido	Conserve the supply of existing owner housing	HOME: \$0	Homeowner Housing Rehabilitated: 0 Household Housing Unit
4	Homeless prevention via rental assistance	2015	2019	Affordable Housing	City of Escondido	Increase length of stay in rental housing	HOME: \$0	Tenant-based rental assistance / Rapid Rehousing: 0 Households Assisted
5	Support education and recreation opportunities	2015	2019	Non-Housing Community Development	City of Escondido	Youth	CDBG: \$55,000	Public service activities for Low/Moderate Income Housing Benefit: 1603 Households Assisted

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Support senior services	2015	2019	Non-Homeless Special Needs Non-Housing Community Development	City of Escondido	Senior Assistance	CDBG: \$128,720 CDBG-CV: \$221,835	Public service activities other than Low/Moderate Income Housing Benefit: 1300 Persons Assisted
7	Improve the livability of neighborhoods	2015	2019	Non-Housing Community Development	City of Escondido	Neighborhood Revitalization	CDBG: \$1,230,867 CDBG-CV: \$80,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 20000 Households Assisted Public service activities for Low/Moderate Income Housing Benefit: 6200 Households Assisted
8	Support adult education and job training	2015	2019	Non-Housing Community Development	City of Escondido	Economic Development	CDBG: \$0	Jobs created/retained: 0 Jobs Other: 0 Other
9	Support homeless services	2015	2019	Homeless Non-Homeless Special Needs	City of Escondido	Homelessness	CDBG: \$45,000 CDBG-CV: \$678,410 ESG-CV: \$20,000	Homeless Person Overnight Shelter: 180 Persons Assisted Other: 150 Other
10	Incorporate ADA assessable features	2015	2019	Non-Housing Community Development	City of Escondido	ADA Improvements	CDBG: \$0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted Other: 0 Other

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
11	Homeless Prevention and Rapid Rehousing	2016	2019	Homeless	City of Escondido	Homelessness Youth Homeless Prevention and Rapid Rehousing	ESG: \$140,610 ESG-CV: \$552,803	Tenant-based rental assistance / Rapid Rehousing: 10 Households Assisted Homeless Person Overnight Shelter: 275 Persons Assisted Homelessness Prevention: 43 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Increase number of homeowners
	Goal Description	Provide direct assistance to first-time, low-income homebuyers for down payment or closing cost assistance. Provide new, affordable ownership housing for low-income homebuyers.
2	Goal Name	Provide additional affordable rental units
	Goal Description	Provide additional rental units, including for families, through new construction or acquisition/rehabilitation of existing residential units. Units are affordable to extremely-low, very-low and low-income households.
3	Goal Name	Assist with rehabilitation of existing owner units
	Goal Description	Assist in rehabilitation of owner-occupied single-family residences and mobilehomes for low-income households.

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4	Goal Name	Homeless prevention via rental assistance
	Goal Description	Rental assistance payments to very low income seniors and disabled persons in apartments and mobilehomes.
5	Goal Name	Support education and recreation opportunities
	Goal Description	Develop subsidized and related youth education/recreational opportunities. This year this includes Learn to Swim, San Diego Children's Museum, Voices for Children and the Boys and Girls Club.
6	Goal Name	Support senior services
	Goal Description	Develop and implement a flexible, integrated transportation system in Escondido to support the individual needs of frail, low-income seniors. Provide core services such as in-home care and meal delivery, to reduce transportation needs.
7	Goal Name	Improve the livability of neighborhoods
	Goal Description	Prioritize needs and complete phased infrastructure based on input from residents, property owners, and business owners. Respond and complete minor neighborhood revitalization projects based on resident requests. Increase resident participation and education in property enhancement and beautification strategies.
8	Goal Name	Support adult education and job training
	Goal Description	Develop and implement business and leadership training programs for area residents to increase family income. Explore and develop programs for employers and/or employees to increase residents' access to livable wage jobs in Escondido.
9	Goal Name	Support homeless services
	Goal Description	Develop and maintain active partnerships with public and private agencies, and other local policy makers to explore options for expanding/improving homeless services and other related essential services in the region. And focusing on homeless youth as this population continues to rise within the City and region.
10	Goal Name	Incorporate ADA accessible features
	Goal Description	Incorporate ADA accessible features in all CDBG public improvement projects and address public facility needs as they are identified.

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11	Goal Name	Homeless Prevention and Rapid Rehousing
	Goal Description	Assistance to homeless youth, individuals, and families through street outreach, homeless prevention, rapid re-housing, emergency shelter, and HMIS services.

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Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Escondido Housing and Neighborhood Services Division will serve as the lead agency in the administration of all CDBG, HOME and ESG projects and funds proposed in this plan. The City will contract with local nonprofit agencies and organizations to administer public services and fair housing activities in addition to administering some projects directly. Contract agencies (subrecipients) will be responsible for program implementation while contract performance will be monitored by the City of Escondido staff. The majority of projects and programs will be administered by City staff directly.

Projects

#	Project Name
1	Homebuyer Entry Loan Program
2	Housing Development
3	HOME administration
4	CHDO set-aside and administration
6	CDBG Admin
7	Public Services
8	Street Improvements
9	Fair Housing
10	Neighborhood Revitalization
11	HESG19 Escondido
12	HESG 2020
13	CV-Public Services
14	CV-Neighborhood Revitalization

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities for HOME, CDBG and ESG funds are made based on the Housing Needs Assessment and Market Analysis and the Community Needs Assessment process in the 2015-2019 Consolidated Plan. The main obstacle to addressing underserved housing needs is the high cost of housing and reduced funding sources. Community needs identified at the Community Meeting and at the City Council hearing to affirm priorities also will be considered.

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AP-38 Project Summary

Project Summary Information

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1	Project Name	Homebuyer Entry Loan Program
	Target Area	City of Escondido
	Goals Supported	Increase number of homeowners
	Needs Addressed	Increasing homeownership opportunities
	Funding	HOME: \$25,000
	Description	Provide a low interest loan which can be used toward the down payment or closing costs for first time homebuyers.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	One low income household assisted to purchase a home.
	Location Description	Citywide.
Planned Activities	Provide down payment or closing cost assistance to low income first time homebuyers.	
2	Project Name	Housing Development
	Target Area	City of Escondido
	Goals Supported	Increase number of homeowners Provide additional affordable rental units
	Needs Addressed	Increasing homeownership opportunities Expand stock of affordable rental housing
	Funding	HOME: \$512,616
	Description	Provide affordable rental and owner housing development through new construction or acquisition/development.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Assist to rehabilitate a 6-unit affordable residential structure to ensure long-term affordability.
	Location Description	Citywide

	Planned Activities	Affordable rental housing development consisting of new construction or acquisition/development to be determined through the review of an RFP process. Rehab 6 residential units.
3	Project Name	HOME administration
	Target Area	City of Escondido
	Goals Supported	Increase number of homeowners Provide additional affordable rental units
	Needs Addressed	Increasing homeownership opportunities Expand stock of affordable rental housing
	Funding	HOME: \$69,680
	Description	HOME administration costs.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
	Planned Activities	Administrative support of HOME program funds.
4	Project Name	CHDO set-aside and administration
	Target Area	City of Escondido
	Goals Supported	Increase number of homeowners Provide additional affordable rental units
	Needs Addressed	Increasing homeownership opportunities Expand stock of affordable rental housing
	Funding	HOME: \$89,525
	Description	Mandatory CHDO set-aside and administrative costs associated with potential new project development.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	N/A

	Location Description	Citywide
	Planned Activities	Mandatory CHDO set-aside and administrative costs associated with potential new project development. Projects to be determined through review of an RFP process.
5	Project Name	CDBG Admin
	Target Area	City of Escondido
	Goals Supported	Support education and recreation opportunities Support adult education and job training Support senior services Improve the livability of neighborhoods Support homeless services Homeless Prevention and Rapid Rehousing
	Needs Addressed	Youth Neighborhood Revitalization Senior Assistance Homelessness Homeless Prevention and Rapid Rehousing
	Funding	CDBG: \$330,850
	Description	General administration of the CDBG program. Staff costs for compliance, reporting, financial management, and program monitoring.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
	Planned Activities	Staff time, administration, compliance, reporting, financial management, and program monitoring.
6	Project Name	Public Services
	Target Area	City of Escondido
	Goals Supported	Support education and recreation opportunities Support senior services Improve the livability of neighborhoods Support homeless services

Needs Addressed	Youth Neighborhood Revitalization Senior Assistance Homelessness
Funding	CDBG: \$273,670
Description	It is estimated that the city will use CDBG funds for public services that will provide a new service or a quantifiable increase in the level of a service. The City will contract with local non-profit agencies and organizations to administer public services in low-income areas in addition to administering some projects directly.
Target Date	6/30/2020
Estimate the number and type of families that will benefit from the proposed activities	These activities are anticipated to assist 2,256 households and 180 homeless individuals.
Location Description	Citywide

<p>Planned Activities</p>	<p>Youth: 1. Learn to Swim, \$15,000. This activity is sponsored by the City of Escondido, Parks and Recreation Division. Lessons are available at Washington Park Pool, 501 N Rose St, Escondido, CA 92027 and James A. Stone Pool, 131 Woodward Ave, Escondido, CA 92025</p> <p>2. San Diego Children's Discovery Museum, \$5,000. The museum will provide memberships, school field trip workshops, mobile museum workshops, and after school enrichment services. 320 N Broadway 92025</p> <p>3. Voices for Children, \$10,000. Advocacy services are provided to Escondido foster youth through individual assessment and case liaison programs.</p> <p>Seniors: 4. Senior Transportation, \$34,610. This activity is sponsored by the City of Escondido, Adult Services Division. The Senior Transportation Program, which provides transportation service to and from the Escondido Senior Center allows seniors access to not only healthy meals, but to free educational workshops, social activities and exercise programs also offered by the Senior Nutrition Program. 210 East Park Ave, Escondido, 92025</p> <p>5. Senior Nutrition, \$56,110. This activity is sponsored by the City of Escondido, Adult Services Division. This program provides lunch time meals to seniors Monday through Friday from 11:30 am to 12:15 pm at the Park Avenue Cafe at a discounted price. 210 East Park Ave., Escondido, 92025.</p> <p>6. Senior Care, \$ 13,000. This activity is sponsored by the City of Escondido, Adult Services Division. This program supports the independence of seniors by assisting them with resources and by encouraging them to resolve their issues themselves. The Senior Care program provides client services including legal, counseling, and financial. 210 East Park Ave., Escondido, 92025.</p> <p>7. Meals-on-Wheels, \$25,000. This activity is sponsored by the Meals on Wheels, Greater San Diego, Inc. This program provides in home meal delivery to extremely low and low income seniors in Escondido</p> <p>Homeless: 8. Alliance for Regional Solutions (Bridge Housing), \$ 45,000. The Bridge Housing network services homeless men and women year round. Funds will be used for shelter operations. 550 W. Washington Ave., Escondido, 92025</p> <p>Neighborhood Revitalization: 9. Neighbor to Neighbor, \$44,950. This activity supports the city's most vulnerable neighborhoods through</p>
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		<p>neighborhood clean-ups, block parties, leadership trainings, neighborhood group meetings, and other neighborhood organization efforts in low income neighborhoods.</p> <p>10. Neighborhood Improvement Planning Program, \$25,000. This program will plan future CDBG Neighborhood Revitalization projects to determine if the projects are feasible and the beneficiaries are eligible, and will include cost estimates and project milestones.</p>
7	Project Name	Street Improvements
	Target Area	Neighborhood Groups City of Escondido
	Goals Supported	Improve the livability of neighborhoods
	Needs Addressed	Neighborhood Revitalization
	Funding	CDBG: \$760,917
	Description	Street improvement projects include new curbs, gutters, retaining walls, sidewalks, street lights, and new surfacing of the streets.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	These activities are anticipated to benefit approximately 20,000 households.
	Location Description	Citywide
Planned Activities	<p>1. <i>Old Escondido Lighting Project, \$380,917. The first phase of a project to install historic style pedestrian lighting in the Old Escondido Neighborhood. The first phase focuses on Juniper St between 2nd Avenue and 10th Avenue.</i></p> <p>2. <i>Street Light LED Retrofit Program, \$100,000. Continuation of the Street Light LED retrofit program in CDBG-eligible areas to provide better lighting quality.</i></p> <p>3. <i>Sidewalk Infill Program, \$150,000. Provide safe pedestrian travel and improve walkability in CDBG-eligible areas.</i></p> <p>4. <i>Ballfield Light Retrofit Program, \$370,000. Conversion of existing baseball field lighting at Jesmond Dene Park to improve lighting quality.</i></p>	
8	Project Name	Fair Housing

	Target Area	City of Escondido
	Goals Supported	Improve the livability of neighborhoods
	Needs Addressed	Neighborhood Revitalization
	Funding	CDBG: \$34,045
	Description	Fair housing outreach, education, testing, counseling, mediation, referrals, investigation, and litigation services.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	This activity is anticipated to provide assistance and education to 320 individuals.
	Location Description	Citywide
	Planned Activities	Legal Aid Society of San Diego. LASSD will provide fair housing testing within the City's CDBG eligible areas, conduct an annual fair housing workshop at the City, and assist the City with its goals and objectives resulting from the Analysis of Impediments (Assessment of Fair Housing). In addition to those services, LASSD will also provide outreach, counseling, mediation, referrals, investigation, and litigation services involving fair housing concerns.
9	Project Name	Neighborhood Revitalization
	Target Area	Neighborhood Groups City of Escondido
	Goals Supported	Improve the livability of neighborhoods
	Needs Addressed	Neighborhood Revitalization
	Funding	CDBG: \$425,000
	Description	Improve the livability of Neighborhoods through education, outreach, and the beautification/enhancement of neighborhoods.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	These activities are anticipated to benefit 60,000 persons and 800 households.

	Location Description	Citywide
	Planned Activities	<p>Code Enforcement, \$115,000. Code enforcement in commercial areas of CDBG-eligible census tracts to address code issues relating to business licensing, illegal signage and other appearance and compliance issues generally associated with commercial areas.</p> <p>Grants to Blocks, \$60,000. Small grant program focused on neighborhood beautification/right-of-way enhancement mini grants associated with street improvement projects.</p> <p>Project Neat, \$50,000. Improves the appearance and safety of neighborhoods through mediation, education and fostering relationships with neighbors. Staff works with Escondido residents to resolve potential code compliance issues, mostly with regard to yard maintenance and other appearance-related issues before they reach the level of code enforcement cases.</p> <p>Graffiti Removal, \$115,000. Graffiti removal, on private property, in qualifying low income census tracts. CDBG funds can be used to remove graffiti from private homes, garages, fences and exterior surfaces or privately owned businesses.</p> <p>Boys and Girls Club, \$25,000. Boys and Girls Club of Greater San Diego serves primarily low-income youth in the Escondido community. Installing new ceiling panels, fixing electrical system in the ceiling of the gym.</p> <p>Old Escondido Street Sign Replacement Project, \$60,000. This project will install new street sign poles throughout the Old Escondido neighborhood, standardizing street sign appearance and installing street toppers throughout the historic district (identifying the unique neighborhood within a low-mod census block).</p>
10	Project Name	HESG19 Escondido
	Target Area	City of Escondido
	Goals Supported	Support homeless services Homeless Prevention and Rapid Rehousing
	Needs Addressed	Homelessness
	Funding	ESG: \$152,010
	Description	Funds for emergency shelter, homeless prevention and program administration.
	Target Date	6/30/2020

	Estimate the number and type of families that will benefit from the proposed activities	275 homeless persons with a priority of seniors and youth. 25 served through homelessness prevention, via rental assistance and referrals to resources.
	Location Description	Citywide
	Planned Activities	Emergency shelter operations funding. Homeless prevention via rental assistance and referrals to resources.
11	Project Name	HESG 2020
	Target Area	City of Escondido
	Goals Supported	Support homeless services Homeless Prevention and Rapid Rehousing
	Needs Addressed	Homelessness
	Funding	ESG: \$148,300 ESG-CV: \$4,487,427
	Description	Funds for emergency shelter, homeless prevention, and rapid re-housing.
	Target Date	7/1/2021
	Estimate the number and type of families that will benefit from the proposed activities	We anticipate 43 persons to be served through homelessness prevention, via rental assistance and referrals to resources. Also, 10 served through rapid re-housing and case management.
	Location Description	Citywide
	Planned Activities	ESG-CV funds will be used for emergency shelter, homeless prevention, rapid re-housing, and case management.
12	Project Name	CV-Public Services
	Target Area	City of Escondido
	Goals Supported	Support education and recreation opportunities Support senior services Improve the livability of neighborhoods Support homeless services

	Needs Addressed	Youth Neighborhood Revitalization Senior Assistance Homelessness
	Funding	CDBG-CV: \$990,024
	Description	The City will use CDBG-CV funds for public services that will provide a new service or a quantifiable increase in the level of a service, while preventing, preparing for and responding to COVID-19.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	The City anticipates assisting approximately 1300 residents with public services and approximately 150 homeless individuals with street outreach and case management with these CDBG-CV funds.
	Location Description	Citywide in eligible areas.
	Planned Activities	\$16,835 for Meals on Wheels, providing home delivery to extremely low and low income seniors in Escondido. \$205,000 for the City's Senior nutrition program to allow for home delivery of meals and additional recipients in reaction to COVID-19 needs. \$678,409 to provide a social worker for street outreach and case management to chronically homeless, hard to reach populations. \$89,780 to the Legal Aid Society of San Diego to provide legal assistance and landlord mediation with the goal of preventing evictions.
13	Project Name	CV-Neighborhood Revitalization
	Target Area	Neighborhood Groups
	Goals Supported	Improve the livability of neighborhoods
	Needs Addressed	Neighborhood Revitalization
	Funding	CDBG-CV: \$80,000
	Description	Temporary and permanent improvements to prevent, prepare for and respond to the COVID-19 pandemic, including encouragement of social distancing, by supporting neighborhood improvement projects.
	Target Date	6/30/2021

Estimate the number and type of families that will benefit from the proposed activities	50 low/mod families
Location Description	Citywide in eligible areas.
Planned Activities	Improve the livability of neighborhoods through education, outreach, and the beautification/enhancement of neighborhoods.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

HOME. The City of Escondido does not distribute HOME allocations for housing programs and projects geographically. Available allocations are spent citywide and geography generally does not play a part. There are areas of focus, including areas in the older, central core of the City, although no specific target areas have been established to focus the spending of HOME funds, and they are available throughout the City.

CDBG. The City of Escondido currently has 18 priority Neighborhood Groups that are low-to-moderate income, are older, and are located either in-or-around the central core of the City. Assistance is directed to these 18 Neighborhood Groups and to other CDBG eligible areas within the City.

ESG. The City of Escondido does not distribute ESG allocations for programs and projects geographically. Funds are spent on clients within the City that are homeless or at risk of homelessness.

Geographic Distribution

Target Area	Percentage of Funds
Neighborhood Groups	
City of Escondido	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Available CDBG allocations are spent citywide in CDBG eligible areas, on neighborhood groups, and on low-to-moderate income persons. There are areas of focus, including areas in the older, central core of the City such as the neighborhood groups, although no specific target areas have been established to focus the spending of CDBG funds.

Available ESG allocations are spent within the City of Escondido assisting homeless individuals and families based on evaluations in accordance with the CoC's centralized and coordinated assessment requirements.

Discussion

See above discussion.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	480
Non-Homeless	7
Special-Needs	0
Total	487

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	6
Acquisition of Existing Units	1
Total	7

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

It is anticipated that 180 homeless individuals will be assisted through CDBG-funded assistance to a bridge shelter.

In the 5th year of the Consolidated Plan, the City plans to extend the long-term affordability of 6 rental units, through redevelopment. The City also plans to provide an amount of rental assistance to 34 very-low income seniors/disabled persons, and provide down payment assistance to 1 first-time homebuyer. Funding for these accomplishments will be a combination of HOME funds and other available, affordable housing funding.

AP-60 Public Housing – 91.220(h)

Introduction

There is no public housing located in the City of Escondido and the City of Escondido is not a Public Housing Authority. The Housing Authority of the County of San Diego (HACSD) is the Housing Authority which administers public housing and the Housing Choice Voucher Program for Escondido residents.

Actions planned during the next year to address the needs to public housing

The public housing needs in the City of Escondido are addressed by the Housing Authority of the County of San Diego (HACSD). The City supports the HACSD in their efforts to address the needs of low-income households in Escondido.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Although the City of Escondido is not a Public Housing Authority, the HACSD represents residents of Escondido. The HACSD has established a public housing resident advisory board for county public housing developments and the Section 8 Housing Choice Voucher Program participants. The board meets regularly to discuss program issues and recommendations.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A - The HACSD is not designated as troubled.

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Homeless and homeless prevention services are identified as a high priority need in the FY 2015 - FY 2019 Consolidated Plan. The City anticipates expending approximately \$45,000 of its CDBG annual allocation on homeless and homeless prevention services during FY 19-20. Additional CDBG funds may also be used to support further homeless opportunities for the at-risk homeless through the Regional Continuum of Care.

The City also anticipates expending approximately \$152,010 of its Emergency Solutions Grant funds during FY 19-20 to assist in homeless activities within the City. For FY 19-20 the City has prioritized the engagement of youth, individuals, and families through essential services, rapid re-housing, homeless prevention, and emergency shelter.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Although the majority of homeless individuals in Escondido lived in Escondido before becoming homeless, a number of homeless individuals come to the City Escondido because of the public services offered within the city. As a service hub in the North County area, Escondido participates in the Regional Continuum of Care (now known as the Regional Task Force for the Homeless), comprising of many other San Diego cities and the County of San Diego, non-profit service providers, and stakeholders. The RTFH coordinates and oversees the application process, and develops and vets programs to address issues regarding homelessness in the region. The RTFH also oversees the collection of regional homeless data, identifies gaps in services, and leads strategic planning initiatives to move people from homelessness to permanent housing. The City will continue to work with the RTFH as staffing and resources allow to support services and apply for funding to address (and end) homelessness in our region.

Addressing the emergency shelter and transitional housing needs of homeless persons

For FY 2019-2020, the City plans to allocate CDBG funding to the Bridge Housing Network. Through a regional collaboration (Alliance for Regional Solutions), the Bridge Housing Network provides safe shelter, working with community members to secure safe, sustainable housing, while simultaneously offering a comprehensive array of support services to pave a concrete pathway towards self sufficiency and stable housing. To accomplish such goals the Bridge Housing Network will provide:

-A safe environment for homeless individuals

- Access to a Case Manager to work on housing and income goals
- Access to support services to enhance the ability to be self sufficient
- Participant referrals to the CoC Coordinated Entry System which connects the most vulnerable to available rapid re-housing and permanent housing resources.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City's one year goal and actions for ending homelessness include expending Emergency Solutions Grant Funds towards helping homeless persons transition to permanent housing and independent living.

Further discussion provided above.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Key elements to homeless prevention is employment development and mental health. The goal is enhance a person's ability to obtain and keep a job so that they are able to make an adequate income to be self-sufficient while sustaining their mental health. The City works diligently to expand and conserve its affordable housing inventory, especially affordable rental housing that benefits the extremely low and low income households who are most at risk of becoming homeless.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

In Escondido, as in much of the rest of the State, the greatest barriers to affordable housing continue to be cost and supply. Although the drop in home prices ten years ago opened up some owner and rental opportunities, rising prices of ownership housing and rising rents over the past few years have again impacted the affordability of housing in Escondido and the surrounding area. San Diego County saw annual rent increases averaging 4% between 2010 and 2016 with an increase of 8% between 2015-2016. The increase was 5.74% between 2017-2018. The homeownership rate and the rate of housing cost burden identified in the 2015-2019 Consolidated Plan demonstrate the need for affordable housing opportunities in Escondido. The city plans to use available funding to provide assistance to first-time homebuyers and provide additional affordable housing to help mitigate some of the barriers to affordable housing. In addition, the Zoning Code will continue to be evaluated to determine if amendments are needed to implement state law or facilitate affordable and special needs housing.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Escondido continues to experience barriers to affordable housing as identified in the Consolidated Plan, including governmental constraints, and especially market conditions, lack of funding sources, and land and construction costs. Many barriers to affordable housing are not controlled by the City, including land and construction costs, state/federal government constraints and available funding sources. The City does have the ability to introduce actions to minimize the influence of local governmental constraints on affordable housing, however. During the upcoming Action Plan period the City of Escondido plans to continue review of the Zoning Code to see if there are any additional changes that need to be made to implement goals established in the 2013 Housing Element, be consistent with State law, or remove a barrier to affordable housing. Many amendments to the Zoning Code have already been completed during the current Consolidated Plan period. These include an amendment that permits year round homeless shelters by right without discretionary review in at least one zoning designation; an amendment that facilitates senior housing by permitting senior housing by right where housing is permitted; and an amendment that defines transitional/supportive housing units as required by state law and permits them where residential units are otherwise permitted. The Accessory Dwelling Unit ordinance of the Zoning Code was amended to make it easier to construct ADUs, and the density bonus regulations were amended to be in conformance with state law, providing additional opportunities for low and moderate income households.

The City also completed work on an area plan, the South Centre City Area Plan, in the central portion of the City to better facilitate higher density and transit-oriented residential development, potentially including affordable residential development, multi-family and mixed-use development.

The City plans to use its HOME allocation to provide for more accessible, affordable housing, through assistance to first-time homebuyers and provision of additional affordable units, leveraging it when possible with additional sources of funding. The City continues to review the development process, including environmental requirements, fees, and development standards/processes to discover any ways to further streamline the process, particularly for residential developments.

Discussion:

The city plans to use available funding to provide assistance to first-time homebuyers and provide additional affordable housing to help mitigate some of the barriers to affordable housing, as described above.

AP-85 Other Actions – 91.220(k)

Introduction:

Priority needs established in the FY 2015-2019 Amended Five-year Consolidated Plan, which establishes the objectives and outcomes in the FY 2019-2020 One-Year Action Plan, are:

- Support youth education and recreation opportunities
- Neighborhood revitalization
- Homeless services
- ADA improvements
- Support senior services
- Economic development
- Increasing homeownership opportunities
- Conserving the supply of existing owner housing
- Expanding the stock of affordable rental housing
- Increasing the length of stay in rental housing

Actions planned to address obstacles to meeting underserved needs

The City plans to provide affordable housing to low income residents of the community while overcoming any obstacles that can be addressed.

The major obstacle to meeting the underserved housing needs in Escondido is funding. Since the loss of the City's main affordable housing funding source, redevelopment funds, in 2011/2012, the number of beneficiaries of the City's housing programs has been reduced. To meet the goal of assisting as many low-income households as possible, the City will continue to seek alternative funding sources where possible to replace those lost or reduced, and continue as many as many programs as possible.

The City's first-time homebuyer program is an important tool in increasing homeownership among lower income households. Response to the program by lenders and homebuyers has generally been good in the past, although the ability of homebuyers to qualify has decreased in recent years.

Requirements of the program are periodically reviewed to ensure participation and responsible use of the funds. The HUD maximum purchase price of a single-family residence in the area was recently adjusted, which impacts the ability to qualify. However, the maximum is still typically lower than the price of available housing stock. Obstacles exist in the ongoing success of this program, including the price of housing in the City, the amount of available housing stock, and the income levels of those able to qualify for a mortgage. City staff recently met with real estate industry representatives to gather information about how the program is working and changes they suggest making to the program for

better success. Staff evaluated the comments and ideas presented to determine which, if any, can be incorporated into the program, without putting the funding or the program at risk. We will continue to evaluate the program and any changes that can be made to make it more successful.

Other actions the City plans to address obstacles to meeting underserved needs include:

Program Development, Directing Investment and Influencing Outcomes: In an effort to proactively direct critical HUD resources and make demonstrable progress toward achieving the Consolidated Plan Goals, the City has outlined the allocation of CDBG funds for fiscal years 2015– 2019.

Leverage and Geographic Targeting: Within the context of the City’s three HUD Programs, leverage refers to combining entitlement funds with other local, state, and federal financial resources together in order to maximize the yield and benefits of the City’s HUD Programs.

Increasing Administrative Efficiencies: The Housing and Neighborhood Services Division of the City ensures that the City is in compliance with all rules and regulations associated with all HUD entitlement grants: CDBG, HOME, and ESG. During the current Consolidated Plan period, the City is focused on developing and implementing ways to increase operational efficiencies of HUD Programs through enhanced coordination, technical assistance, and effective oversight.

Actions planned to foster and maintain affordable housing

When the affordability period of an existing affordable housing project is nearing the end, the City works with the owners of the project to try to extend the regulatory agreements and affordability period, maintaining the City’s affordable housing stock. The city has several options available to try to help preserve affordability, including refinancing an existing mortgage and providing incentives to the owner. In addition, the City will encourage owners completing their Section 236 loan to convert project-based voucher assistance to tenant-based voucher assistance. During FY 19-20 the City will continue efforts to assist Las Casitas I, a six-unit affordable residential project, to maintain affordability with loans to rehabilitate the structures.

Actions planned to reduce lead-based paint hazards

HUD requires all CDBG and HOME funded activities be in compliance with HUD’s lead-based paint regulations. The City of Escondido is committed to addressing lead-based paint hazards. Federal law requires lead-based paint disclosure and education prior to leasing, renting, selling or purchasing most pre-1978 housing. The City will follow disclosure and warning requirements about lead-based paint, including incorporation of the “Protect Your Family from Lead in Your Home” pamphlet in all applicable

housing programs. The City will conduct required lead-based paint related activities for all HOME funded activities under Title X regulations, such as notification, paint testing, risk assessment, hazard reduction or abatement and clearance. All abatement activities will be performed by a certified professional. The City also will send staff to EPA-compliant lead-based paint hazard training.

Actions planned to reduce the number of poverty-level families

The City will continue to implement its five-year strategy to help reduce the number of poverty-level families. The anti-poverty strategy utilizes existing job training and social service programs to increase employment marketability, household income, and housing options. In the past, the City's anti-poverty strategy also included direct economic development activities that focus on job creation and retention, particularly in the downtown area. In addition to implementing the five-year strategy and focusing development activities in the urban core, the City of Escondido will continue its efforts to coordinate a unified effort with other agencies and non-profits to reduce the number of poverty-level families through economic development and job training programs.

Actions planned to develop institutional structure

Housing and community development programs in the City of Escondido will be implemented by an institutional structure that includes public institutions, nonprofit organizations, and private industry. The institutional capacity of these agencies include people and resources to assist in the development, implementation and monitoring of housing and community development programs. The City's Housing and Neighborhood Services Division has the primary responsibilities of carrying out affordable housing programs, implementing HOME program requirements, administering the CDBG programs, and administering the ESG program. Although City staffing levels have been reduced, staff continues to work hard to coordinate applications and reviews to make the best use of all available federal funding.

The Community Development Department offers applicants of development proposals an opportunity to meet with members of City staff to review the development process, prior to application submittal. Necessary information and technical assistance is offered prior to application submittal. These "pre-application" meetings are free of charge. Additionally, representatives of several City departments meet weekly to review both submitted applications and those that an applicant has not yet submitted, to offer comments on use, design and code compliance. This Staff Development Committee assists applicants processing projects by offering comments and requests for modifications in a timely and cohesive manner.

Actions planned to enhance coordination between public and private housing and social service agencies

In order to enhance coordination between all parties, staff have been working on updating a current list of public agencies, non-profit groups, housing providers, community and neighborhood groups, and affordable housing advocates. After completion of the most recent Consolidated Plan, staff continues to periodically consult with the various providers, groups and other stakeholders to discuss needs, activities, and progress. Staff currently participates in the following regional committees: SANDAG Regional Housing Workforce Group, Regional Task Force on the Homeless, San Diego Regional Alliance for Fair Housing (SDRAFFH), Alliance for Regional Solutions, and the Community Development Block Grant Administrators meeting. Staff will continue to be involved in various community groups involved in all aspects of community development, services and housing. Staff will also continue to assist developers and community organizations that assist the City in the provision of affordable housing and services, and encourage collaboration between non-profit agencies, housing providers and government agencies to help achieve the goals of the Consolidated Plan.

The City of Escondido is a general/board member with the Alliance for Regional Solutions - North County which collaborates with public / private housing and social service agencies with the goal of working together to ensure that current and emerging human needs are met for the greater good of the region.

The City benefits from a strong jurisdiction and region-wide network of housing and community development partners, such as the County, RTFH, and the Alliance for Regional Solutions.

Discussion:

Please see the above for further discussion.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

None.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The City does not currently have any projects with recapture restrictions. The City of Escondido would impose recapture requirements that comply with the HOME Final Rule, 24 CFR 92.254. If a property that is assisted with HOME funds is no longer owner-occupied, is refinanced or is sold, the HOME loan becomes due. Recapture provisions limit the amount to be recaptured to the net proceeds of the sale (sales price minus loan repayment -other than HOME funds - and closing costs). This applies to all units regardless of nature of sale. Recapture funds are re-invested by the City into HOME-eligible activities.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The City of Escondido imposes recapture requirements that comply with the HOME Final Rule, 24 CFR 92.254. If a property that is assisted with HOME funds is no longer owner-occupied, is refinanced or is sold during the first ten years, the homeowner is responsible for repaying the entire principal amount plus interest to the City. Since the maximum amount loaned in the first-time homebuyers program is the lesser of \$25,000 or 5 percent of the purchase price, the required affordability period of 24 CFR 92.254(a)(4) is ensured. Interest is forgiven after ten years, but repayment of principal is still required. Recapture funds are re-invested by the City into the HELP first-time homebuyer program, housing development or other HOME-eligible activities.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

None

**Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)**

1. Include written standards for providing ESG assistance (may include as attachment)

Written standards for providing ESG assistance is provided as an attachment in the "Unique Annual Action Plan

2019

Appendices" section.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The San Diego Continuum of Care, known as the Regional Task Force on the Homeless (RTFH), uses a coordinated assessment system as directed by HUD. The system uses an assessment tool that scores individuals based on their needs and vulnerability to ensure that regional programs give priority to chronically homeless individuals and families who are at-risk by remaining un-housed.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The City conducts an open and competitive Request for Proposal (RFP) process for making awards. RFPs are publically announced on the City website and through email to members of its mailing list.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The City does not have homeless or formerly homeless people on its City Council which is the final approval authority for the City. However, the City does consult with the Regional Continuum of Care which has formerly homeless individuals as members. Subcontractors who administer the shelters and the homeless prevention programs have formerly homeless individuals in their organizations who help shape policies and make decisions about services and programs that receive ESG funding.

5. Describe performance standards for evaluating ESG.

The City has adopted performance standards for Homeless Prevention and Rapid Re-housing that are in line with the Continuum of Care. These standards include: rapidly re-housing clients into permanent housing within 30 days after determination of eligibility; retaining this housing for at least six months; attaining or maintaining income while in permanent housing.

RESOLUTION NO. 2020-170

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING THE CITY OF ESCONDIDO FY
2019-2020 ONE-YEAR ACTION PLAN AND
APPROVING SUBMITTAL OF THIRD
AMENDED PLAN FOR ESG TO THE
DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT

WHEREAS, the City of Escondido (“City”) is a recipient of Emergency Solutions Grant (“ESG”) from the United States Department of Housing and Urban Development (“HUD”); and

WHEREAS, the City must submit an approved Annual Action Plan listing all CDBG and ESG projects and their budgets before the beginning of each program year; and

WHEREAS, on June 9, 2020, HUD notified the City of a second allocation of Emergency Solutions Grants (“ESG-CV”) Program funds in the amount of \$3,934,624, as authorized by the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), Public Law 116-136. to prevent, prepare for, and respond to the coronavirus pandemic; and

WHEREAS, the City must file an Action Plan Amendment to make a substantial change to the Annual Action Plan including an addition, modification, or elimination of a Consolidated Plan goal; an addition of a new activity not previously identified in the Annual Plan; or a change that affects the funding level of more than \$25,000 for projects budgeted at \$100,000 or less, or greater than 25 percent of projects budgeted at more than \$100,000; and

WHEREAS, the City wishes to allocate \$20,000 of the ESG-CV funds to Interfaith Community Services, creating a new program; and

WHEREAS, the City desires at this time and deems it to be in the best public interest to amend the FY 2019-2020 One-Year Action Plan for ESG funds for the third time.

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

1. That the above recitations are true.
2. That the City Council approves the amendment of the FY 2019-2020 One-Year Action Plan, and accepting the new ESG-CV funds and allocating them to a project as shown in Exhibit "A"; and Exhibit "A" is incorporated by this reference.
3. That the City Council approves the submittal of the amended FY 2019-2020 One-Year Action Plan to the Department of Housing and Urban Development, including modifications to Sections AD-26, AP-05, AP-12, AP-15, AP-20, and AP-38.

**City of Escondido, Fiscal Year 2019-2020
 ESG-CV Allocations
 Round 2 CARES Act Funds
 HUD Allocation: \$3,934,624**

	Administration - 10% cap of allocation (\$393,462 max.)	
	ESG Administration	\$0
	Total	\$0
	ESG Activities	
ESGCV3	Interfaith Community Services, Quarantined Entry	\$20,000
	To Be Allocated	\$3,914,624
	Total	\$3,934,624
	Total CDBG-CV Allocations	\$3,934,624

Exhibit A

CITY COUNCIL STAFF REPORT

Current Business Item No. 17

December 16, 2020

File No. 0610-55

SUBJECT: Review and Update of Current City Council Subcommittee Member Assignments

DEPARTMENT: City Clerk's Office

RECOMMENDATION:

It is requested that the City Council make determinations and ratify members to serve on the Council/Mayoral appointed subcommittees per the attached listing.

PREVIOUS ACTION:

The list of City Council subcommittees was reviewed and updated on May 20, 2020 following the passing of Councilmember Masson, with subsequent appointments added as appropriate.

SUMMARY:

Guidelines adopted during the last several years indicate that the list should be reviewed regularly and each Council Member is responsible for keeping others informed about their ongoing activities. If agendas and minutes are utilized, they may be distributed to all Council Members.

Attached is a list of current Council subcommittees and appointees. (Attachment 1)

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Zack Beck, City Clerk

12/9/20 4:43 p.m.

ATTACHMENTS:

1. Council Subcommittee Appointments – Attachment 1

CITY OF ESCONDIDO
PROPOSED SUBCOMMITTEE & AD HOC APPOINTMENTS
2020 - 2022

The following information is maintained by the City Clerk's Office.

CITY COUNCIL APPOINTED (REGIONAL) SUBCOMMITTEES			
NAME OF AGENCY	COUNCIL REPRESENTATIVE	STAFF LIAISON	NOTES
NORTH COUNTY TRANSIT DISTRICT	Paul McNamara Mike Morasco (Alternate)	Julie Procopio	
SANDAG	Paul McNamara Mike Morasco (Alternate) Consuelo Martinez (2 nd Alternate)	City Manager	
SAN DIEGUITO RIVER VALLEY Regional Open Space Park JPA Board	Tina Inscoe Joe Garcia (Alternate)	Mike Strong	
MAYORAL APPOINTED (REGIONAL) SUBCOMMITTEES			
NAME OF AGENCY	COUNCIL REPRESENTATIVE	STAFF LIAISON	NOTES
ABAG	Mike Morasco Paul McNamara (Alternate)		
LEAGUE OF CALIFORNIA CITIES	Consuelo Martinez Tina Inscoe (Alternate)	City Manager	
REGIONAL SOLID WASTE ASSOCIATION BOARD	Mike Morasco Tina Inscoe (Alternate)	Laura Robinson	
ESCONDIDO CREEK WATERSHED ALLIANCE (ECWA)	Joe Garcia Consuelo Martinez (Alternate)	Chris McKinney	
SAN DIEGO COUNTY WATER AUTHORITY	Consuelo Martinez	Chris McKinney	

CITY OF ESCONDIDO
PROPOSED SUBCOMMITTEE & AD HOC APPOINTMENTS
2020 - 2022

MAYORAL APPOINTED (LOCAL) SUBCOMMITTEES			
NAME OF COMMITTEE	COUNCIL REPRESENTATIVE	STAFF LIAISON	NOTES
CCAЕ	Tina Inscoe Consuelo Martinez	Joanna Axelrod	
ECONOMIC DEVELOPMENT	Paul McNamara	Amber Tarrac	
SCHOOL SUBCOMMITTEE	Mike Morasco Consuelo Martinez	City Manager	
UTILITIES SUBCOMMITTEE	Joe Garcia Mike Morasco	Chris McKinney	
MAYORAL APPOINTED AD HOC COMMITTEES			
NAME OF COMMITTEE	COUNCIL REPRESENTATIVE	STAFF LIAISON	NOTES <i>Not subject to Brown Act</i>
DOWNTOWN PARKING <i>(Established. 4/6/05)</i>	Tina Inscoe Joe Garcia	Julie Procopio	
BOARDS & COMMISSIONS	Paul McNamara Consuelo Martinez	Zack Beck	



FUTURE CITY COUNCIL AGENDA ITEMS

Updated December 10, 2020

AGENDA ITEMS AND CITY COUNCIL MEETING DATES ARE SUBJECT TO CHANGE.
CHECK WITH THE CITY CLERK'S OFFICE AT (760) 839-4617

December 23, 2020
NO MEETING (Christmas Break)

December 30, 2020
NO MEETING (Christmas Break)

January 6, 2021
NO MEETING

January 13, 2021
6:00 p.m.

CONSENT CALENDAR

PUBLIC HEARINGS

General Plan Amendment, Zone Change and Conditional Use Permit (PHG 19-0049 and ENV 19-0006)

(M. Strong)

The 1.14-acre project site is developed with an approximately 5,300 square foot building, accessory outbuildings and paved parking lot, and currently used for used automobile sales, service and an auto body shop. The project consists of a proposed 4,088 square foot convenience store with a 4,284 square foot gas station canopy with eight (8) fuel dispenser pumps that can accommodate up to sixteen (16) fueling stations/vehicles. A General Plan Amendment from Light Industrial (LI) to General Commercial (GC) along with a Zone Change from Light Industrial (M-1) zoning to General Commercial (CG) zoning is required to process the land use development application and allow the consideration of the CUP. The project includes the installation of a traffic signal at the intersection of Rock Springs Road and W. Lincoln Avenue.

CURRENT BUSINESS

Third Amendment to Design Build Agreement for the Membrane Filtration Reverse Osmosis (MFRO) Facility Project

(C. McKinney)

The Third Amendment to the Design Build Agreement provides for final design and construction of the MFRO Facility site and the intermediate booster pump station at Mountain View Park.

	<p>Approval to Execute a State Revolving Fund Loan Agreement for the Membrane Filtration Reverse Osmosis Facility Project (C. McKinney)</p> <p><i>If approved, the loan issued from the State Revolving Fund (SRF) will be used for construction costs associated with the Membrane Filtration Reverse Osmosis Facility Project.</i></p>
	<p>Mountain View Park Update (J. Axelrod)</p>
<p>FUTURE AGENDA ITEMS</p>	



December 16, 2020

CITY MANAGER'S WEEKLY ACTIVITY REPORT

- Please refer to the City's website at <https://www.escondido.org/latest-news-from-the-city-managers-office.aspx>