



# CITY of ESCONDIDO

COUNCIL MEETING (CLOSED SESSION 4:00 PM)  
AGENDA

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**WEDNESDAY, DECEMBER 04, 2024**

**4:00 PM - Closed Session (Parkview Conference Room)**

**5:00 PM - Regular Session**

**Escondido City Council Chambers, 201 North Broadway, Escondido, CA 92025**

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## WELCOME TO YOUR CITY COUNCIL MEETING

We welcome your interest and involvement in the legislative process of Escondido. This agenda includes information about topics coming before the City Council and the action recommended by City staff.

### MAYOR

Dane White

### DEPUTY MAYOR

Christian Garcia (District 3)

### COUNCILMEMBERS

Consuelo Martinez (District 1)

Joe Garcia (District 2)

Michael Morasco (District 4)

### CITY MANAGER

Sean McGlynn

### CITY ATTORNEY

Michael McGuinness

### CITY CLERK

Zack Beck

### HOW TO WATCH

The City of Escondido provides three ways to watch a City Council meeting:

#### In Person



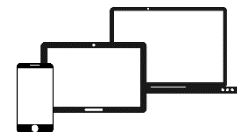
201 N. Broadway

#### On TV



Cox Cable Channel 19 and U-verse Channel 99

#### Online



[www.escondido.gov](http://www.escondido.gov)



# CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 04, 2024

## HOW TO PARTICIPATE

The City of Escondido provides two ways to communicate with the City Council during a meeting:

### In Person



Fill out Speaker Slip and Submit to City Clerk

### In Writing



[escondido-ca.municodemeetings.com](https://escondido-ca.municodemeetings.com)

## ASSISTANCE PROVIDED

If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 760-839-4869. Notification 48 hours prior to the meeting will enable the city to make reasonable arrangements to ensure accessibility. Listening devices are available for the hearing impaired – please see the City Clerk.







# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 04, 2024

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### CLOSED SESSION

4:00 PM

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#### CALL TO ORDER

1. Roll Call: C. Garcia, J. Garcia, Martinez, Morasco, White

#### 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. Speakers are limited to only one opportunity to address the Council under Oral Communications.

#### CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code § 54956.9(d)(1))**
  - a. *Dwight Ernest Samuels v. City of Escondido; Escondido Officers Hoppal, Montross and Feria*  
United States District Court Case No. 24-CV-1392-LL (MSB)
2. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code § 54956.8)**
  - a. Property: APN 2710301200 (Kit Carson Park)
  - b. Agency Negotiator: Sean McGlynn, City Manager, or designees
  - c. Negotiating Party: The Rinks Foundation
  - d. Under Negotiation: Terms of Lease
  
  - a. Property: 340 N. Escondido Blvd., Escondido (California Center for the Arts, Escondido)
  - b. Agency Negotiator: Sean McGlynn, City Manager, or designees
  - c. Negotiating Party: California Center for the Arts, Escondido, Foundation
  - d. Under Negotiation: Terms of Lease or Management Agreement

#### ADJOURNMENT



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 04, 2024

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### REGULAR SESSION

5:00 PM Regular Session

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#### 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

The City Council conducts the Pledge of Allegiance at the beginning of every City Council meeting.

#### CALL TO ORDER

Roll Call: C. Garcia, J. Garcia, Martinez, Morasco, White

#### PROCLAMATIONS

#### PRESENTATIONS

#### CLOSED SESSION REPORT

#### ORAL COMMUNICATIONS

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#### 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)



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 04, 2024

**2. APPROVAL OF WARRANT REGISTER (COUNCIL)**

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

389016 – 389178 dated November 13, 2024

389179 – 389403 dated November 20, 2024

Staff Recommendation: Approval (Finance Department: Christina Holmes, Director of Finance)

**ESSENTIAL SERVICE** – Internal requirement per Municipal Code Section 10-49

**COUNCIL PRIORITY** –

**3. APPROVAL OF MINUTES: Regular Meeting Minutes of November 20, 2024**

**4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS**

**5. CONTINUING THE EMERGENCY REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN**

Request the City Council adopt Resolution No. 2024-178, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main.

Staff Recommendation: Approval (Utilities: Angela Morrow Director of Utilities)

Presenter: Stephanie Roman, Assistant Director of Utilities, Construction & Engineering

**ESSENTIAL SERVICE** – Yes, Keep City Clean for Public Health and Safety; Sewer

**COUNCIL PRIORITY** –Improve Public Safety

a) Resolution No. 2024-178

**6. APPROVAL OF THE FY2025/26 RECOGNIZED OBLIGATION PAYMENT SCHEDULE**

Request the City Council adopt Resolution No. 2024-154 to approve the FY2025/26 Recognized Obligation Payment Schedule (“ROPS”) so that the Successor Agency may continue to make payments due for enforceable obligations.

Staff Recommendation: Approval (Finance: Christina Holmes, Director of Finance)

Presenter: Christina Holmes, Director of Finance

**ESSENTIAL SERVICE** – No

a) Resolution No. 2024-154



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

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

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

Staff Recommendation: Approval (Finance: Christina Holmes, Director of Finance)

Presenter: Christina Holmes, Director of Finance

**ESSENTIAL SERVICE** – Yes, Internal Requirement

**8. PURCHASE TWENTY-NINE (29) FORD POLICE UTILITY VEHICLES**

Request the City Council adopt Resolution No. 2024-175 authorizing the Fleet Services Division of the Public Works Department to purchase twenty-nine (29) Ford Police Utility Vehicles in the amount of \$1,653,348.74 by utilizing a cooperative purchase agreement through the City of Sacramento, Contract No. B19153311005, and approving the disposal of the surplus vehicles via auction.

Staff Recommendation: Approval (Public Works: Joseph Goulart, Director of Public Works)

Presenter: Jeramiah Jennings, Fleet Maintenance Manager

**ESSENTIAL SERVICE** – Yes, internal requirement in support of Police Services

**COUNCIL PRIORITY** – Improve Public Safety

a) Resolution No. 2024-175



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

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**9. PURCHASE THREE (3) MEDIX AMBULANCES AND APPROVE BUDGET ADJUSTMENT FOR THE PURCHASE**

Request the City Council adopt Resolution No. 2024-174 approving a budget adjustment of \$157,752.18, and authorizing the Fleet Services Division of the Public Works Department to purchase three (3) Medix Ambulances from Republic EVS of Huntington Beach, California, for \$1,117,752.18 by utilizing a cooperative purchase agreement through HGAC, Contract No. AM10-23, and approving the disposal of the surplus vehicles via auction.

Staff Recommendation: Approval (Public Works: Joseph Goulart, Director of Public Works)

Presenter: Jeramiah Jennings, Fleet Maintenance Manager

**ESSENTIAL SERVICE** – Yes, internal requirement in support of Fire/EMS Services

**COUNCIL PRIORITY** – Improve Public Safety

a) Resolution No. 2024-174

**10. BUDGET ADJUSTMENT FOR RECEIPT OF EARL FUNK DONATION**

Request the City Council authorize a budget adjustment for receipt of \$30,000 from the Earl Funk donation for the Park Avenue Community Center.

Staff Recommendation: Approval (Community Services: Jennifer Schoeneck, Director of Economic Development)

Presenter: Robert Rhoades, Assistant Director of Community Services

**ESSENTIAL SERVICE** – No

**11. SAN DIEGO SENIORS COMMUNITY FOUNDATION HOLIDAY GRANT – \$3,005**

Request the City Council adopt Resolution No. 2024-180 authorizing the Assistant Director of Community Services to receive a \$3,005 No Senior Alone for the Holidays grant from the San Diego Seniors Community Foundation.

Recommendation: Approval (Community Services: Jennifer Schoeneck, Director of Economic Development)

Presenter: Robert Rhoades, Assistant Director of Community Services

**ESSENTIAL SERVICE** – No

**COUNCIL PRIORITY** –

a) Resolution No. 2024-180



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

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**12. ANIMAL CONTROL SERVICES AGREEMENT WITH THE SAN DIEGO HUMANE SOCIETY AND BUDGET ADJUSTMENT**

Request the City Council adopt Resolution No. 2024-186 approving an animal control services agreement with the San Diego Humane Society and authorize the Mayor to execute contract documents on behalf of the City. The term of the agreement is 18 months from January 1, 2025 through June 30, 2026.

Staff Recommendation: Approval (Police Department: Edward Varso, Chief of Police)

Presenter: Edward Varso, Chief of Police

**ESSENTIAL SERVICE** – Yes, requirement in support of Police Services; Keep City Clean for Public Health and Safety.

**COUNCIL PRIORITY** – Improve Public Safety; Increase Retention and Attraction of People and Businesses to Escondido

a) Resolution No. 2024-186

**13. FINAL MAP UNDER CONSIDERATION FOR APPROVAL FOR TRACT SUB13-0007 AT 2115 AMANDA LANE**

Receive and file notice that a Final Map for Tract SUB13-0007 at 2115 Amanda Lane has been filed for approval.

Staff Recommendation: Receive and File (Development Services Department: Christopher McKinney, Deputy City Manager/Interim Director of Development Services and Jonathan Schauble, City Engineer)

Presenter: Owen Tunnell, Assistant City Engineer

**14. FINAL MAP UNDER CONSIDERATION FOR APPROVAL FOR TRACT PL23-0319 AT 2402 S. ESCONDIDO BLVD**

Receive and file notice that a Final Map for Tract PL23-0319 at 2402 S. Escondido Boulevard has been filed for approval.

Staff Recommendation: Receive and File (Development Services Department: Christopher McKinney, Deputy City Manager/Interim Director of Development Services and Jonathan Schauble, City Engineer)

Presenter: Owen Tunnell, Assistant City Engineer

### **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.)



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

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**15. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING AN AMENDMENT TO THE SOUTH CENTRE CITY SPECIFIC PLAN TO ALLOW “EATING ESTABLISHMENTS WITH A DRIVE-THROUGH”, SUBJECT TO A CONDITIONAL USE PERMIT WITHIN THE 13TH AVENUE CORNERS DISTRICT**

Approved on November 20, 2024 with a vote of 4/1 (Martinez: No)

a) Ordinance No. 2024-15 (Second Reading and Adoption)

### **PUBLIC HEARINGS**

**16. HICKORY STREET OFFICE TO RESIDENTIAL CONVERSION - PL23-0190, PL23-0191, PL24-0215, PL24-0225, PL24-0229**

Request that the City Council adopt the following Resolution denying the Project:

Adopt Resolution No. 2024-179, denying the proposed General Plan Amendment, Zone Map Amendment, Master and Precise Plan (Planned Development Permit), and Design Review Permit for the Project.

Staff Recommendation: Denial (Development Services Department: Deputy City Manager, Christopher McKinney)

Presenter: Ivan Flores, AICP, Senior Planner

**ESSENTIAL SERVICE** – Yes, Land Use/Development

**COUNCIL PRIORITY** – Increase Retention and Attraction of People and Businesses to Escondido

a) Resolution No. 2024-179



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 04, 2024

**17. PL24-0183 – 900 W MISSION AVENUE CUP MODIFICATION**

Request that the City Council adopt Resolution No. 2024-183 denying the project and instead approving as an alternative the adoption of an addendum to the previously adopted Initial Study/Mitigated Negative Declaration and the recommended Alternative Option.

Staff Recommendation: Approval of Alternative Option (Development Services Department: Deputy City Manager/Interim Director of Development Services, Christopher McKinney)

Presenter: Oscar Romero, Principal Planner

**ESSENTIAL SERVICE** – Yes, Land Use/Development

**COUNCIL PRIORITY** – Increase Retention and Attraction of People and Businesses to Escondido

a) Resolution No. 2024-183

**18. SHORT-TERM RENTAL PILOT PROGRAM**

Request the City Council adopt Ordinance No. 2024-07 for the Short-Term Rental Pilot Program of the City of Escondido to allow Short-Term rentals to operate within the City, including amendments to 1) the Escondido Municipal Code Chapter 16 (Business Licenses) for processes, procedures, administration and enforcement; and 2) adopt Escondido Municipal Code Chapter 25 (Taxation) for collection of Transient Occupancy Tax; and Resolution No. 2024-181 establishing new fees for the Pilot Short-Term Rental Ordinance

Staff Recommendation: Approval (Economic Development: Jennifer Schoeneck, Director of Economic Development)

Presenter: Jennifer Schoeneck, Director of Economic Development and Pedro Cardenas, Management Analyst

**ESSENTIAL SERVICE** – Yes, Land Use/Development.

**COUNCIL PRIORITY** – Eliminate Structural Deficit; Improve Public Safety; Increase Retention and Attraction of People and Businesses to Escondido.

a) Resolution No. 2024-181

b) Ordinance No. 2024-07





# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 04, 2024

### CURRENT BUSINESS

**19. ENTERING INTO A GROUND LEASE BETWEEN THE CITY OF ESCONDIDO AND R1 ESCONDIDO INVESTMENT, LLC FOR PROPERTY AT 270 E VIA RANCHO PKWY, ESCONDIDO, CALIFORNIA; DECLARATION OF EXEMPT SURPLUS PROPERTY**

Request the City Council Adopt Resolution No. 2024-168 authorizing the Mayor to execute a Ground Lease between the City of Escondido and R1 Escondido Investment, LLC; authorizing execution of Assignment and Assumption Agreement; and Declaration of Exempt Surplus Property

Staff Recommendation: Approval (City Manager's Office: Jennifer Schoeneck, Director of Economic Development)

Presenter: Jennifer Schoeneck, Director of Economic Development, Francisco Vargas, Real Property Management Analyst

**ESSENTIAL SERVICE** – Yes, Land Use/Development

**COUNCIL PRIORITY** –Increase Retention and Attraction of People and Businesses to Escondido

a) Resolution No. 2024-168

**20. PUBLIC ART DEACCESSION AND REMOVAL OF VINEHENGE**

Request the City Council approve the deaccessioning and removal of Vinehenge.

Staff Recommendation: Approval (Community Services and Public Works: Jennifer Schoeneck, Director of Economic Development and Joseph Goulart, Director of Public Works)

Presenter: Robert Rhoades, Assistant Director of Community Services and Wayne Thames, Public Works Manager

**ESSENTIAL SERVICE** – Yes, Maintenance of Parks facilities/Open Spaces



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 04, 2024

**21. UNCLASSIFIED AND MANAGEMENT SALARY AND BENEFITS PLAN, PART-TIME SALARY PLANS, AND FULL-TIME COMPENSATION SCHEDULE**

Request the City Council adopt:

Resolution No. 2024-147 amending and readopting the Salary and Benefits Plan for the Unclassified, Clerical, Technical, and Management Groups; and

Resolution No. 2024-148 amending and readopting the Part-time Salary Plan and Part-Time Classification and Benefits Plan; and

Resolution No. 2024-149 amending and readopting the full-time compensation schedule for all full-time employee groups.

Staff Recommendation: Approval (Human Resources Department: Jessica Perpetua, Director of Human Resources)

Presenter: Jessica Perpetua, Director of Human Resources

**ESSENTIAL SERVICE** – Yes, Internal Requirement

**COUNCIL PRIORITY** –

a) Resolution No. 2024-147

b) Resolution No. 2024-148

c) Resolution No. 2024-149



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 04, 2024

**22. FIRST AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT AND SECOND AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT**

Request that the City Council adopt Resolution No. 2024-184 authorizing the Mayor to execute, on behalf of the City of Escondido, a First Amendment to Employment Agreement with Sean McGlynn to continue serving as the City Manager; and

Request that the City Council adopt Resolution No. 2024-185 authorizing a Second Amendment to Employment Agreement with Michael R. McGuinness to continue serving as the City Attorney.

Staff Recommendation: Approval (Human Resources: Jessica Perpetua, Director of Human Resources)

Presenter: Jessica Perpetua, Director of Human Resources

**ESSENTIAL SERVICE – No**

**COUNCIL PRIORITY – Increase Retention and Attraction of People and Businesses to Escondido**

a) Resolution No. 2024-184

b) Resolution No. 2024-185

### **FUTURE AGENDA**

**23. 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)

### **COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS**

### **ORAL COMMUNICATIONS**

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# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 04, 2024

### **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.gov](http://www.escondido.gov).

### **ADJOURNMENT**

### **UPCOMING MEETING SCHEDULE**

Wednesday, December 11, 2024 4:00 & 5:00 PM Closed Session, Regular Meeting, *Council Chambers*

Wednesday, January 8, 2025 4:00 & 5:00 PM Closed Session, Regular Meeting, *Council Chambers*

### **SUCCESSOR AGENCY**

Members of the Escondido City Council also sit as the Successor Agency to the Community Development Commission, Escondido Joint Powers Financing Authority, and the Mobilehome Rent Review Board.



**A F F I D A V I T S**

**O F**

**I T E M**

**P O S T I N G**

- PILOT PROGRAM: SHORT-TERM RENTAL ORDINANCE
- HICKORY STREET OFFICE TO RESIDENTIAL CONVERSION - PL23-0190, PL23-0191, PL24-0215, PL24-0225, PL24-0229
- CUP MODIFICATION AND ADDENDUM TO MITIGATED NEGATIVE DECLARATION – PL24-0183



CITY OF ESCONDIDO  
 OFFICE OF THE CITY CLERK  
 201 NORTH BROADWAY  
 ESCONDIDO, CALIFORNIA 92025-2798  
 (760) 839-4617

Item 1.

**NOTICE OF PUBLIC HEARING**

The Escondido City Council will hold a public hearing, in the City Council Chambers, Escondido City Hall, 201 N. Broadway, Escondido, CA at **5 p.m.** on **Wednesday, December 4, 2024**, to consider the item below:

**PILOT PROGRAM: SHORT-TERM RENTAL ORDINANCE ADOPTION**

**REQUEST:** An Ordinance of the City of Escondido to allow Short-Term rentals to operate within the City, including amendments to the Escondido Municipal Code Chapter 16 (Business Licenses) and Escondido Municipal Code Chapter 25 (Taxation) for collection of Transient Occupancy Tax. The proposed Ordinance would create a framework to regulate Short-Term rentals within the City, including: Short-Term rental registration (e.g., license and permit) process for hosts; Short-Term rental regulatory requirements and performance standards; Code compliance reporting process for residents and/or visitors; Short-Term rental permit revocation process; and a process for the collection of permit fees and taxes.

**PROPERTY SIZE AND LOCATION:** CityWide

**PLANNING COMMISSION ACTION:** On March 26, 2024, the Planning Commission received and advised on the Land Use components of the Pilot Program: Short-Term Rental Ordinance (**PL23-0411**).

**ENVIRONMENTAL STATUS:** The Project is categorically exempt pursuant to California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3) - Common Sense Exemption. This exemption applies to projects where there is no possibility that the activity in question would have a significant effect on the environment, and the activity is not subject to CEQA. The proposed regulations do not change the residential nature or use of the property, only the length of time that an occupant stays.

If you challenge this item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

**PUBLIC COMMENT:** To submit comments in writing, please do so at the following link: <https://escondido-ca.municodemeetings.com/bc-citycouncil/webform/public-comment>. All comments received from the public will be made a part of the record of the meeting.

The City of Escondido remains committed to complying with the Americans with Disabilities Act (ADA). Qualified individuals with disabilities who wish to participate in City programs, services, or activities and who need accommodations are invited to present their requests to the City by filing out a Request for Accommodations Form or an Inclusion Support Request Form for Minors, or by calling 760-839-4643, preferably at least 72 hours in advance of the event or activity. Forms can be found on the City's website at: <https://escondido.gov/820/Americans-with-Disabilities-Act>.

The staff report will be available on the City's website at <https://escondido-ca.municodemeetings.com/> after Thursday, November 28, 2024.

**FOR ADDITIONAL INFORMATION**, please contact Jennifer Schoeneck, Economic Development Director, at (760) 839-4587, or via email at [Jennifer.Schoeneck@escondido.gov](mailto:Jennifer.Schoeneck@escondido.gov).

Zachary Beck, City Clerk

City of Escondido

Dated: 11-21-2024

DocuSigned by:  
  
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### NOTICE OF PUBLIC HEARING

The Escondido City Council will hold a public hearing in the City Council Chambers, Escondido City Hall, 201 N. Broadway, Escondido, California at **5 p.m.** on **Wednesday, December 4, 2024** to consider the item listed below:

**HICKORY STREET OFFICE TO RESIDENTIAL CONVERSION - PL23-0190, PL23-0191, PL24-0215, PL24-0225, PL24-0229**

**REQUEST:** A General Plan Map Amendment to amend the underlying land use designation from Office (O) to Urban V (U5) to permit a maximum residential density of up to 30 dwelling units per acre; an Amendment to the City's Zoning Map to rezone the subject property from Hospital Professional (H-P) to Very High Multifamily Residential (R-5); a Master Plan and Precise Plan to adopt a Planned Development Permit and Zone, along with a Design Review Permit, all to allow for the conversion of an existing office building into 21 residential dwelling units, as well as ancillary on- and off-site improvements. The proposed project also includes a Density Bonus Request to exceed the allowable density permitted, and includes two "low-income units" to allow for an additional unit over the maximum permitted 20 dwelling units (20 base units + 1 bonus unit), and incentives/concessions and waivers as permitted by State Density Bonus Law and Article 67 (Density Bonus and Residential Incentives) ("Project"). A Mitigated Negative Declaration was prepared for the Project.

**PROPERTY SIZE AND LOCATION:** The property is located at the northeast corner of S. Hickory Street and E. 3rd Avenue, and is bounded by S. Grape Street to the east and E. 2nd Avenue to the north, addressed as 240 S. Hickory Street (APN: 229-492-14-00).

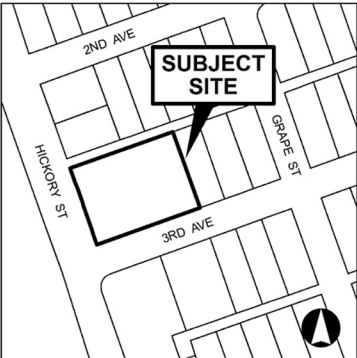
**ENVIRONMENTAL STATUS:** In accordance with California Environmental Quality Act (CEQA) Section 15073, an Initial Study/Mitigated Negative Declaration was circulated for public review from September 26, 2024, to October 15, 2024. The Initial Study identified impacts to Biological Resources, Noise, and Tribal Cultural Resources. The Mitigated Negative Declaration is available for review at <https://www.escondido.gov/1225/Hickory-Street-Office-to-Residential-Con>

If you challenge this item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

**PLANNING COMMISSION ACTION:** On November 12, 2024, the Planning Commission voted 3 – 1 (one abstention, and two absences) to recommend denial of the Project.

**PUBLIC COMMENT:** To submit comments in writing, please do so at the following link: <https://escondido-ca.municodemeeetings.com/bc-citycouncil/webform/public-comment>. All comments received from the public will be made a part of the record of the meeting.

The City of Escondido remains committed to complying with the Americans with Disabilities Act (ADA). Qualified individuals with disabilities who wish to participate in City programs, services, or activities and who need accommodations are invited to present their requests to the City by filing out a Request for Accommodations Form or an Inclusion Support Request Form for Minors, or by calling 760-839-4643, preferably at least 72 hours in advance of the event or activity. Forms can be found on the City's website at: <https://escondido.gov/820/Americans-with-Disabilities-Act>.



The staff report will be available on the City's website at <https://escondido-ca.municodemeeetings.com/> on or around Thursday, November 28, 2024 For additional information, please contact Ivan Flores, Senior Planner, at 760-839-4529, or via email at [ivan.flores@escondido.gov](mailto:ivan.flores@escondido.gov), and refer to Case No. PL23-0190/PL23-0191/PL24-0225/PL24-0229

*Jack Beck*  
Zeshay Beck, City Clerk  
City of Escondido



### NOTICE OF PUBLIC HEARING

The Escondido City Council will hold a public hearing in the City Council Chambers, Escondido City Hall, 201 N. Broadway, Escondido, California at 5 p.m. on **Wednesday, December 04<sup>th</sup>, 2024** to consider the item listed below:

#### CUP MODIFICATION AND ADDENDUM TO MITIGATED NEGATIVE DECLARATION – PL24-0183

**REQUEST:** A modification to a previously approved Conditional Use Permit (PHG19-0049) to remove a condition of approval requiring installation of a traffic signal at the Rock Springs Rd and Lincoln Ave intersection ("Project"). The previously approved Conditional Use Permit (PHG19-0049) entitled the Project site for development of a gasoline service station and convenience store with concurrent sale of alcoholic beverages (beer and wine). The Project also includes adoption of an environmental document prepared for the Project.

**PROPERTY SIZE AND LOCATION:** The 1.14-acre site is composed of two parcels located at the northwest corner of West Mission Avenue and Rock Springs Road. The site is addressed as 900 West Mission Avenue, Escondido, CA 92025 (Assessor's Parcel Numbers: 228-220-43-00; 228-220-13-00).

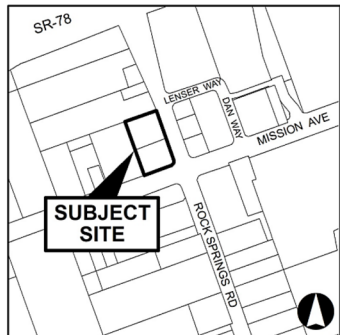
**ENVIRONMENTAL STATUS:** In accordance with the California Environmental Quality Act (CEQA) Section 15164 (Addendum to an EIR or Negative Declaration), an addendum to the adopted Mitigated Negative Declaration has been prepared. None of conditions identified in Section 15162 (Subsequent EIRS and Negative Declarations) have occurred requiring preparation of a Subsequent Negative Declaration.

**PLANNING COMMISSION ACTION:** On November 12, 2024, the Planning Commission voted 5-0 recommending denial of the Project and recommending approval of staff recommendation of Alternative Option 1 (the Recommended Alternative) to the City Council.

If you challenge this item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

**PUBLIC COMMENT:** To submit comments in writing, please do so at the following link: <https://escondido-ca.municodemeetings.com/bc-citycouncil/webform/public-comment>. All comments received from the public will be made a part of the record of the meeting.

The City of Escondido remains committed to complying with the Americans with Disabilities Act (ADA). Qualified individuals with disabilities who wish to participate in City programs, services, or activities and who need accommodations are invited to present their requests to the City by filing out a Request for Accommodations Form or an Inclusion Support Request Form for Minors, or by calling 760-839-4643, preferably at least 72 hours in advance of the event or activity. Forms can be found on the City's website at: <https://escondido.gov/820/Americans-with-Disabilities-Act>



The staff report will be available on the City's website at <https://escondido-ca.municodemeetings.com/> on or around Thursday, December 4, 2024. For additional information, please contact Oscar Romero, Principal Planner, at 760-839-4801, or via email at [oscar.romero@escondido.gov](mailto:oscar.romero@escondido.gov), and refer to Case Nos. PL24-0183.

DocuSigned by:  
*Jack Beck*  
Zachary Beck,  
City Clerk

DATED: November 21, 2024





# STAFF REPORT

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December 04, 2024  
File Number 0400-40

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## **SUBJECT**

APPROVAL OF WARRANT REGISTER (COUNCIL)

## **DEPARTMENT**

Finance

## **RECOMMENDATION**

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

389016 – 389178 dated November 13, 2024

389179 – 389403 dated November 20, 2024

Staff Recommendation: Approval (Finance Department: Christina Holmes, Director of Finance)

**ESSENTIAL SERVICE** – Internal requirement per Municipal Code Section 10-49

**COUNCIL PRIORITY** –

## **FISCAL ANALYSIS**

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

November 07, 2024 – November 13, 2024 is \$1,686,795.41

November 14, 2024 – November 20, 2024 is \$2,918,187.33

## **PREVIOUS ACTION**

None

## **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



# CITY *of* ESCONDIDO

## STAFF REPORT

of Finance as conforming to the current budget. These warrants or checks must then be ratified and approved by the City Council at the next regular Council meeting.



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

**CLOSED SESSION**  
4:00 PM

**CALL TO ORDER**

1. Roll Call: C. Garcia, J. Garcia, Martinez, Morasco, White

**ORAL COMMUNICATIONS**

None

**CLOSED SESSION**

1. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code § 54956.8)**
  1. Property: 270 E Via Rancho Pkwy, Escondido, CA 92025 (APN 271-030-16-00)
  2. Agency Negotiator: Sean McGlynn, City Manager, or designee
  3. Negotiating Party: R1 Escondido Investment, LLC
  4. Under Negotiation: Price and Terms of Lease
2. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code § 54957(b)(1))**  
Titles: City Manager and City Attorney

**ADJOURNMENT**

Mayor White adjourned the meeting at 4:57 p.m.



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

### REGULAR SESSION

5:00 PM Regular Session

### 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

The City Council conducts the Pledge of Allegiance at the beginning of every City Council meeting.

### CALL TO ORDER

Roll Call: C. Garcia, J. Garcia, Martinez, Morasco, White

### PROCLAMATIONS

Native American Heritage Month

### CLOSED SESSION REPORT

### ORAL COMMUNICATIONS

George Weir – Expressed support for the passage of Measure I

Deanna Smith – Expressed support for the passage of Measure I

Delores McQuiston – Expressed concern regarding a recent Rent Review Board Hearing decision.

Randy Valdez – Requested that his business be permitted to operate until a new location is identified by the Economic Development Department.

### CONSENT CALENDAR

Motion: White; Second: Morasco; Approved: 5-0

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



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

### 2. APPROVAL OF WARRANT REGISTER (COUNCIL)

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

- 388202 – 388431 dated October 16, 2024
- 388432 – 388632 dated October 23, 2024
- 388633 – 388810 dated October 30, 2024
- 388811 – 389015 dated November 06, 2024

Staff Recommendation: Approval (Finance Department: Christina Holmes, Director of Finance)

**ESSENTIAL SERVICE** – Internal requirement per Municipal Code Section 10-49

### 3. APPROVAL OF MINUTES: Regular Meeting Minutes of October 23, 2024

### 4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS

### 5. CONTINUING THE EMERGENCY REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN

Request the City Council adopt Resolution No. 2024-162, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main.

Staff Recommendation: Approval (Utilities: Angela Morrow, Director of Utilities)

Presenter: Stephanie Roman, Assistant Director of Utilities, Construction & Engineering

**ESSENTIAL SERVICE** – Yes, Keep City Clean for Public Health and Safety; Sewer

**COUNCIL PRIORITY** –Improve Public Safety

a) Resolution No. 2024-162

### 6. TREASURER’S INVESTMENT REPORT FOR THE QUARTER ENDED SEPTEMBER 30, 2024

Request the City Council approve the Quarterly Investment Report for the quarter ended September 30, 2024.

Staff Recommendation: Approve (Douglas Shultz, City Treasurer)

Presenter: Douglas Shultz, City Treasurer

**ESSENTIAL SERVICE** – Yes, City Operations



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

### 7. **AWARD CONSTRUCTION CONTRACT FOR THE VALLEY PARKWAY SIDEWALK IMPROVEMENT PROJECT**

Request the City Council adopt Resolution No. 2024-155 awarding construction of the Valley Parkway Sidewalk Improvement Project (“Project”) to Universal Construction and Engineering, determined to be the lowest responsible and responsive bidder, and authorizing the Mayor, on behalf of the City of Escondido (“City”), to execute a Public Improvement Agreement in the amount of \$606,591.70.

Staff Recommendation: Approval (Development Services: Chris McKinney, Deputy City Manager and Jonathan Schauble, City Engineer)

Presenter: Jonathan Schauble, City Engineer

**ESSENTIAL SERVICE** – Yes, Infrastructure

**COUNCIL PRIORITY** – Increase Retention and Attraction of People and Businesses to Escondido and Improve Public Safety.

Resolution No. 2024-155

### 8. **AWARD CONSTRUCTION CONTRACT FOR FIRE STATION TRAINING TOWER REFURBISHMENT PROJECT**

Request the City Council adopt Resolution No. 2024-157 awarding the Fire Station Training Tower Refurbishment Project (“Project”) to WRG Fire Training Simulations Systems, Inc. determined to be the lowest responsible and responsive bidder, and authorizing the Mayor, on behalf of the City, to execute a Public Services Agreement in the amount of \$323,900.

Staff Recommendation: Approval (Fire Department: John Tenger, Fire Chief)

Presenter: Tyler Batson, Division Chief

**ESSENTIAL SERVICE** – Yes, Maintenance of Infrastructure

Resolution No. 2024-157

### 9. **FIRST AMENDMENT TO MATRIX CONSULTING GROUP, LTD. IN THE AMOUNT OF \$96,250 FOR DEVELOPMENT SERVICES STREAMLINING PROJECT**

Request the City Council adopt Resolution No. 2024-176 to approve the First Amendment to the Consulting Services Agreement with Matrix Consulting Group, Ltd. in the amount of \$96,250 for the Development Services Streamlining Project



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

Staff Recommendation: Approval (Development Services: Christopher W. McKinney, Deputy City Manager)

Presenter: Megan Crooks, Management Analyst II

**ESSENTIAL SERVICE** – Yes, internal requirement in support of development services

a) Resolution No. 2024-176

**10. AWARD CONSTRUCTION CONTRACT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PLAYGROUND EQUIPMENT INSTALLATION PROJECT AT WASHINGTON PARK, JESMOND DENE PARK, AND WESTSIDE PARK**

Request the City Council adopt Resolution No. 2024-169 awarding a construction contract to Western State Builders, Inc., determined to be the lowest responsible and responsive bidder, and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of \$559,311 to complete base bid work items and additive alternate items No. 8, 9 & 10.

Staff Recommendation: Approval (Christopher W. McKinney, Deputy City Manager and Jonathan Schauble, City Engineer)

Presenter: Ed Vasquez, Project Manager

**ESSENTIAL SERVICE** – Yes, Parks Facilities/Open Spaces

**COUNCIL PRIORITY** – Increase Retention and Attraction of People and Businesses to Escondido

a) Resolution No. 2024-169

**11. FY 2023-24 REGIONAL REALIGNMENT RESPONSE GRANT AND BUDGET ADJUSTMENT**

Request the City Council adopt Resolution No. 2024-172 authorizing the Chief of Police to accept a FY 2023-24 Regional Realignment Response Grant in the amount of \$80,000 from the State of California Board of Community Corrections; 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 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 enforcement operations. Funds must be used for police officer overtime and associated overhead.

Staff Recommendation: Approval (Police Department: Edward Varso, Chief of Police)



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

Presenter: Edward Varso, Chief of Police

**ESSENTIAL SERVICE** – Yes, internal requirement in support of Police Services

**COUNCIL PRIORITY** – Improve Public Safety; Increase Retention and Attraction of People and Businesses to Escondido.

a) Resolution No. 2024-172

**12. FY 2023-24 U.S. DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT – LOCAL SOLICITATION AND BUDGET ADJUSTMENT**

Request the City Council adopt Resolution No. 2024-171 to authorize the Police Department to accept a \$37,697 FY 2023-24 Edward Byrne Memorial Justice Assistance Grant (“JAG”); authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. Grant funds will cover salary expenses for part-time patrol technicians.

Staff Recommendation: Approval (Police Department: Edward Varso, Chief of Police)

Presenter: Edward Varso, Chief of Police

**ESSENTIAL SERVICE** – Yes, internal requirement in support of Police Services

**COUNCIL PRIORITY** – Improve Public Safety; Increase Retention and Attraction of People and Businesses to Escondido.

a) Resolution No. 2024-171

**13. FY 2024-25 STATE OF CALIFORNIA CITIZEN’S OPTIONS FOR PUBLIC SAFETY PROGRAM GRANT AND BUDGET ADJUSTMENT**

Request the City Council adopt Resolution No. 2024-170 authorizing the Escondido Police Department to accept a FY 2024-25 Citizens’ Option for Public Safety Program Grant in the amount of \$231,644; approving grant expenditures consistent with guidelines in AB1913; authorizing the Chief of Police or his designee to execute grant documents on behalf of the City; and approving budget adjustments needed to spend grant funds. Grand Funds will cover salary expenses for part-time Police Department employees.

Staff Recommendation: Approval (Police Department: Edward Varso, Chief of Police)

Presenter: Edward Varso, Chief of Police

**ESSENTIAL SERVICE** – Yes, internal requirement in support of police services





# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

**COUNCIL PRIORITY** – Improve Public Safety; Increase Retention and Attraction of People and Businesses to Escondido.

a) Resolution No. 2024-170

**14. ESCONDIDO WILDFIRE PREVENTION PROJECT GRANT ACCEPTANCE**

Request the City Council adopt Resolution No. 2024-173 to authorize the Escondido Fire Department to accept CAL FIRE Escondido Wildfire Prevention Project Grant funds; authorize the Fire Chief or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds

Staff Recommendation: Approval (Fire Department: John Tenger, Fire Chief)

Presenter: La Vona Koretke, Deputy Fire Marshall

**ESSENTIAL SERVICE** – Yes, Fire/EMS

**COUNCIL PRIORITY** –Improve Public Safety

a) Resolution No. 2024-173

### **PUBLIC HEARINGS**

**15. RESIDENTIAL AND COMMERCIAL SOLID WASTE RATE INCREASE**

Request the City Council adopt Resolution No. 2024-143, approving the annual residential and commercial solid waste and recycling rate adjustments pursuant to the terms of the City of Escondido’s (“City’s”) adopted Solid Waste and Recycling Franchise Agreement with Escondido Disposal, Inc. (“EDI”) Upon approval by the City Council, the proposed rate adjustments will become effective January 1, 2025.

Staff Recommendation: Approval (Utilities: Angela Morrow, Director of Utilities)

Presenter: Angela Morrow, Director of Utilities

**ESSENTIAL SERVICE** – Yes, Keep City Clean for Public Health and Safety; Recycling and Waste Management

**COUNCIL PRIORITY** –Improve Public Safety and Increase Retention and Attraction of People and Businesses to Escondido

a) Resolution No. 2024-143

Motion: Morasco; Second: J. Garcia; Approved: 5-0



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

**16. SPECIFIC PLAN AMENDMENT, CONDITIONAL USE PERMIT, AND DESIGN REVIEW PERMIT- PL23-0296, PL23-0297 AND PL24-0217 – CHICK-FIL-A DRIVE THROUGH ESTABLISHMENT**

Request the City Council adopt Resolution No. 2024-160 for approval of a Specific Plan Amendment to the South Centre City Specific Plan to allow for “eating establishments with a drive-through” as a conditionally permitted use within the 13<sup>th</sup> Avenue Corners District, specifically on the subject site; a Conditional Use Permit to the permit the proposed drive-through use; and a Design Review Permit for construction of the drive-through facility. The project would demolish an existing 9,558 square-foot restaurant building. The new drive-through restaurant consists of a 3,124-gross square-foot, one-story building, with an outdoor dining area of approximately 1,026 square feet (48 outdoor seats). The Project also includes adoption of a Mitigated Negative Declaration prepared for the Project.

**Staff Recommendation:** Approval (Development Services Department: Christopher McKinney, Deputy City Manager/Interim Director of Development Services)

**Presenter:** Veronica Morones, City Planner / Greg Mattson, AICP, Contract Planner

**ESSENTIAL SERVICE – Yes,** Land Use/Development Services

**COUNCIL PRIORITY -** Increase Retention and Attraction of People and Businesses to Escondido

a) Resolution No. 2024-160

Motion: Morasco; Second: White; Approved: 4-1 (Martinez – No)

**17. TENTATIVE PARCEL MAP, NON-EMERGENCY DEMOLITION PERMIT, CONDITIONAL USE PERMITS, AND A DESIGN REVIEW PERMIT – MISSION/CCP TPM & DRIVE THROUGH FACILITIES – PL24-0057/PL22-0396/PL22-0397/PL22-0398/PL24-0198**

Request the City Council adopt the following Resolutions approving the Project:

Adopt Resolution No. 2024-163, approving a Grant of Access on Centre City Parkway for the Project Site.

Adopt Resolution No. 2024-164, approving a Tentative Parcel Map, Design Review Permit, a Non-Emergency Demolition Permit, three Conditional Use Permits for operation of three distinct drive-through uses and to reduce the amount of required off-street parking spaces (for Parcel 4), and adoption of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program prepared for the Project.

**Staff Recommendation:** Approval (Development Services Department: Christopher McKinney, Deputy City Manager/Interim Director of Development Services)

**Presenter:** Ivan Flores, AICP, Senior Planner



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

**ESSENTIAL SERVICE** – Yes, Land Use/Development

**COUNCIL PRIORITY** – Increase Retention and Attraction of People and Businesses to Escondido

a) Resolution No. 2024-163

b) Resolution No. 2024-164

Motion: White; Second: Morasco; Approved: 3-1 (Martinez – No; C. Garcia – Recuse)

**18. EXTENSION OF INTERIM URGENCY ORDINANCE PROHIBITING NEW COMMERCIAL BATTERY ENERGY STORAGE SYSTEMS WITHIN THE CITY OF ESCONDIDO**

Request the City Council adopt Interim Ordinance No. 2024-14 extending Urgency Ordinance No. 2024-12R prohibiting new commercial Battery Energy Storage Systems within the City of Escondido, including the Report Regarding Measures Taken to Alleviate Conditions which Led to Adoption of Urgency Ordinance No. 2024-12R.

Staff Recommendation: None (Development Services: Christopher W. McKinney, Deputy City Manager)

Presenter: Veronica Morones, City Planner

**ESSENTIAL SERVICE** – Yes, Land Use/Development

**COUNCIL PRIORITY** – Improve Public Safety

a) Ordinance No. 2024-14

Cori Schumacher – Expressed opposition to the maximum extension of the moratorium and requested the addition of minimum workforce safety standards for Battery Energy Storage Systems.

Dan Harmon – Expressed opposition to the maximum extension of the moratorium and offered to participate in a working group to establish regulations that align with Clean Energy Goals.

Cristina Marquez – Expressed opposition to the maximum extension of the moratorium and requested the addition of minimum workforce safety standards for Battery Energy Storage Systems.

Motion: White; Second: Morasco; Approved: 5-0

### CURRENT BUSINESS



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

### **19. ADOPTION OF THE 2024 EMERGENCY OPERATONS PLAN**

Request the City Council adopt Resolution No. 2024-159, approving the updated City of Escondido Emergency Operations Plan 2024.

Staff Recommendation: Approval and File (Fire Department: John Tenger, Fire Chief)

Presenter: Jeff Murdock, Emergency/Disaster Preparedness Manager

**ESSENTIAL SERVICE** – Yes - Police Services; Fire/EMS Services; Public Works/Infrastructure

**COUNCIL PRIORITY** – Improve Public Safety

a) Resolution No. 2024-159

Motion: White; Second: Morasco; Approved: 5-0

### **FUTURE AGENDA**

### **20. 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)

### **COUNCILMEMBERS 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.gov](http://www.escondido.gov).

### **ORAL COMMUNICATIONS**

### **ADJOURNMENT**

Mayor White adjourned the meeting at 6:52 p.m.



# STAFF REPORT

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## ITEM NO. 4

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### SUBJECT

### WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

### ANALYSIS

The City Council/RRB has adopted a policy that is sufficient to read the title of ordinances at the time of introduction and adoption, and that reading of the full text of ordinances and the full text and title of resolutions may be waived.

Approval of this consent calendar item allows the City Council/RRB to waive the reading of the full text and title of all resolutions agendized in the Consent Calendar, as well as the full text of all ordinances agendized in either the Introduction and Adoption of Ordinances or General Items sections. **This particular consent calendar item requires unanimous approval of the City Council/RRB.**

Upon approval of this item as part of the Consent Calendar, all resolutions included in the motion and second to approve the Consent Calendar shall be approved. Those resolutions removed from the Consent Calendar and considered under separate action may also be approved without the reading of the full text and title of the resolutions.

Also, upon the approval of this item, the Mayor will read the titles of all ordinances included in the Introduction and Adoption of Ordinances section. After reading of the ordinance titles, the City Council/RRB may introduce and/or adopt all the ordinances in one motion and second.

### RECOMMENDATION

Staff recommends that the City Council/RRB approve the waiving of reading of the text of all ordinances and the text and title of all resolutions included in this agenda. Unanimous approval of the City Council/RRB is required.

Respectfully Submitted,

Zack Beck  
City Clerk



# STAFF REPORT

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December 4, 2024  
File Number 1330-85

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## SUBJECT

### CONTINUING THE EMERGENCY REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN

## DEPARTMENT

Utilities Department

## RECOMMENDATION

Request the City Council adopt Resolution No. 2024-178, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main. The Resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property.

Staff Recommendation: Approval (Utilities: Angela Morrow Director of Utilities)

Presenter: Stephanie Roman, Assistant Director of Utilities, Construction & Engineering

**ESSENTIAL SERVICE** – Yes, Keep City Clean for Public Health and Safety; Sewer

**COUNCIL PRIORITY** –Improve Public Safety

## FISCAL ANALYSIS

Funding for the Emergency Repair of the Escondido Trunk Sewer Main is available in the Wastewater Capital Improvement Project (“CIP”) budget for Sewer Trunk Main, CIP No. 801913.

## PREVIOUS ACTION

On June 26, 2024, the City Council adopted Resolution No. 2024-86, ratifying Proclamation No. 2024-02, affirming that it was appropriate for City staff to forego competitive bidding procedures and work with contractors for the necessary emergency repair of the failing trunk sewer main.

On July 10, 2024, the City Council adopted Resolution No. 2024-94, reaffirming that there was a need to continue efforts toward emergency repair of the failing trunk sewer main.

On July 17, 2024, the City Council adopted Resolution No. 2024-103, reaffirming that there was a need to continue efforts toward emergency repair of the failing trunk sewer main.



# CITY of ESCONDIDO

## STAFF REPORT

On July 23, 2024, a Public Improvement Agreement with CCL Contracting, Inc. was executed for the emergency repair of Section 2, from Beech Street to Grape Day Park, on a time and materials basis in an amount not to exceed \$10,240,691.

On August 7, 2024, the City Council adopted Resolution No. 2024-106, reaffirming that there was a need to continue efforts toward emergency repair of the failing trunk sewer main. In addition, City Council approved a budget adjustment in the amount of \$12,036,225 to fund the emergency repair of the failing trunk sewer main, consisting of \$7,036,225 from the unallocated Wastewater Reserves and \$5,000,000 from Capital Improvement Project No. 801508, Recycled Easterly Ag MFRO.

On August 21, 2024, a Public Improvement Agreement with J.R. Filanc Construction Company was executed for the emergency repair of Section 1, Ash Street from the Firestone Complete Auto Care parking lot to the Walmart Neighborhood Market parking lot, on a time and materials basis in an amount not to exceed \$1,795,534.

On August 28, 2024, the City Council adopted Resolution No. 2024-117, reaffirming that there was a need to continue efforts toward emergency repair of the failing trunk sewer main.

On September 11, 2024, the City Council adopted Resolution No. 2024-131, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer main.

On October 2, 2024, the City Council adopted Resolution No. 2024-141, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer main.

On October 23, 2024, the City Council adopted Resolution No. 2024-146, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer main.

On November 20, 2024, the City Council adopted Resolution No. 2024-162, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer main.

### BACKGROUND

The City’s trunk sewer mains, constructed in the 1950’s, are a critical and integral part of the City’s wastewater system. In June 2024, during routine closed-circuit television inspection, Utilities Staff identified multiple failed and severely deteriorated sections of 18-inch and 21-inch trunk sewer main. In order to act quickly to avoid catastrophic failure, a local emergency was proclaimed on June 20, 2024, by the City Manager, serving as the Director of Emergency Services. This allowed staff to work directly with contractors to address the necessary repairs to the failing trunk sewer main.

The current and continuing scope of work includes two sections of severely deteriorated trunk sewer main that are in critical condition. These sections are shown in **Figure 1** below and defined as follows:





# CITY of ESCONDIDO

## STAFF REPORT

Section 1: Ash Street - paralleling the Escondido Creek, from the Firestone Complete Auto Care (“Firestone”) parking lot to the Walmart Neighborhood Market (“Walmart”) parking lot; and

Section 2: Beech Street to Grape Day Park - paralleling the Escondido Creek, traversing a short section of North Hickory Street, then continuing in East Pennsylvania Street from North Hickory and extending into Grape Day Park.

**Figure 1**



Section 1 emergency repair work began on August 7, 2024, and is anticipated to be complete by December 31, 2024. Work continues in Ash Street, the Firestone parking lot, and the Walmart parking lot. The contractor, J.R. Filanc Construction Company (“Filanc”), has installed approximately 300 linear feet of pipe. Additional work over the last several weeks includes: the final work related to the relocation of an existing fire hydrant, including concrete pad and associated masonry wall; continued street improvements, including curb, gutter, and sidewalk repair to meet ADA compliance; continued base paving work in preparation of the final paving of Ash Street, as well as both Firestone and Walmart parking lots; and closed-circuit televising of the newly installed trunk sewer by Utilities Staff. See **Figure 2** below.

Utilities Staff continues communication and coordination with Caltrans to ensure compliance with the Project’s Caltrans encroachment permit. Traffic control message boards indicating Ash Street closure and restricted working hours remain in place at the work site.





# CITY of ESCONDIDO

## STAFF REPORT

**Figure 2**



Section 2 emergency repair work began on July 25, 2024, and is anticipated to be complete by May 31, 2025. The contractor, CCL Contracting, Inc. (“CCL”), has installed approximately 1,300 linear feet of pipe, from Grape Day Park to Juniper Street, out of a total of 5,400 linear feet. Additional work over the last several weeks includes: continued reconnection of sewer laterals, installation of the new 24” trunk sewer pipeline, and removal of the highline. Section 2 trunk main installation work continues between the intersection of Juniper Street and Pennsylvania Avenue, and continues to move east to Hickory Street. Utilities Staff continues to communicate and coordinate with affected businesses within the construction zone of influence. The City Parks & Recreation Department has completed the re-seeding of Grape Day Park due to construction. The restoration of the park has been successful to date, with affected areas of Grape Day Park regrowing and looking green. See **Figure 3** below. Electronic message boards updating the community are in place, where appropriate, throughout the construction project site and will remain through the duration of work.

Utilities Staff continues to coordinate with other City Departments regarding current and upcoming construction, including the Grand Avenue Corridor Project, the Grape Day Park Restroom Project, and the Escondido Creek Trail Project.



# CITY of ESCONDIDO

## STAFF REPORT

**Figure 3**



### RESOLUTIONS

- a) Resolution No. 2024-178

## RESOLUTION NO. 2024-178

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, FINDING THAT AN EMERGENCY CONTINUES TO REQUIRE THE IMMEDIATE REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN

WHEREAS the City Council recognizes that the City's trunk sewer main pipeline defined in the two following critical sections are at risk of imminent, catastrophic failure:

Section 1: Ash Street - paralleling the Escondido Creek, from the Firestone Complete Auto Care parking lot to the Walmart Neighborhood Market parking lot; and

Section 2: Beech Street to Grape Day Park - paralleling the Escondido Creek, traversing a short section of North Hickory Street, then continuing in East Pennsylvania Street from North Hickory and extending into Grape Day Park; and

WHEREAS, pursuant to the approval of Resolution No. 2024-86 on June 26, 2024, ratifying Proclamation No. 2024-02; Resolution No. 2024-94 on July 10, 2024; Resolution No. 2024-103 on July 17, 2024; Resolution No. 2024-106 on August 7, 2024; Resolution No. 2024-117 on August 28, 2024; Resolution No. 2024-131 on September 11, 2024; Resolution No. 2024-141 on October 2, 2024; Resolution No. 2024-146 on October 23, 2024; and Resolution No. 2024-162 on November 20, 2024; the City Council previously found that the failing trunk sewer risk constitutes an emergency and found it appropriate for Utilities Staff to proceed to contract services without adopting plans, specifications, working details, or giving notice of bids to award contracts; and

WHEREAS, on August 7, 2024, City Council approved a budget adjustment in the amount of twelve million, thirty-six thousand, two-hundred twenty-five dollars (\$12,036,225) to fund the emergency repair

of the failing trunk sewer main, consisting of \$7,036,225 from the unallocated Wastewater Reserves and \$5,000,000 from Capital Improvement Project No. 801508, Recycled Easterly Ag MFRO; and

WHEREAS, Staff entered into a Public Improvement Agreement (“Agreement”) with CCL Contracting, Inc., in an amount not to exceed ten million, two hundred forty thousand, six hundred ninety-one dollars (\$10,240,691) on July 23, 2024; and

WHEREAS, Staff entered into a Public Improvement Agreement (“Agreement”) with J.R. Filanc Construction Company in an amount not to exceed one million, seven hundred ninety-five thousand, five hundred thirty-four dollars (\$1,795,534) on August 21, 2024; and

WHEREAS, pursuant to Section 22050 of the Public Contract Code, the City Council must review the emergency action every 14 days, or at its next regularly scheduled meeting, and determine by a four-fifths vote there is a need to continue the action; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to continue the emergency action.

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 finds the failure of the trunk sewer main is a public health and safety emergency; that this emergency will not permit the delay that would result from a competitive bidding process; and that the proposed action and expenditure is still necessary to respond to the emergency requiring immediate repair of the trunk sewer main.



# STAFF REPORT

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December 4, 2024  
File Number 0440-35

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## **SUBJECT**

### **APPROVAL OF THE FY2025/26 RECOGNIZED OBLIGATION PAYMENT SCHEDULE**

## **DEPARTMENT**

Finance

## **RECOMMENDATION**

Request the City Council adopt Resolution No. 2024-154 to approve the FY2025/26 Recognized Obligation Payment Schedule (“ROPS”) so that the Successor Agency may continue to make payments due for enforceable obligations.

Staff Recommendation: Approval (Finance: Christina Holmes, Director of Finance)

Presenter: Christina Holmes, Director of Finance

**ESSENTIAL SERVICE – No**

**COUNCIL PRIORITY –**

## **FISCAL ANALYSIS**

Under the Redevelopment Dissolution Act, 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. 2023-149 to approve the Recognized Obligation Payment Schedule (“ROPS24-25”) was approved by the City Council on December 13, 2023.

## **BACKGROUND**

Escondido’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



# CITY of ESCONDIDO

## STAFF REPORT

consisted of the members of the Escondido City Council, although the City and Redevelopment Agency were legally separate entities.

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.

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 of Escondido elected to serve as the Successor Agency for the Redevelopment Agency.

Pursuant to Health and Safety Code Section 34179(j), on July 1, 2018, one Countywide Oversight Board (“Countywide OB”) was created. 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

The Recognized Obligation Payment Schedule for July 2025 through June 2026 (Exhibit “A”) lists one enforceable obligation of the Redevelopment Agency:

#### **Loan Repayment to Traffic Impact Fund: \$150,000**

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



# CITY of ESCONDIDO

## STAFF REPORT

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

Listed in ROPS25-26 (Exhibit "A") is a request for approval of a payment of \$150,000. The \$150,000 total payment will result in an ending loan balance of \$792,917 including accrued interest, summarized in the table below:

FY2024/25 Ending Balance	\$841,890
ROPS25/26 Payment	(150,000)
FY2025/26 Accrued Interest (12%)	101,027
<b>FY2025/26 Ending Balance</b>	<b>\$792,917</b>

### RESOLUTIONS

- a) Resolution No. 2024-154
- b) Resolution No. 2024-154 – Exhibit "A" – ROPS 25-26

## RESOLUTION NO. 2024-154

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 2025 THRU JUNE 2026 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 2025 to June 2026, which is attached hereto as Exhibit "A" and incorporated by this reference.

**Recognized Obligation Payment Schedule (ROPS 25-26) - Summary**  
**Filed for the July 1, 2025 through June 30, 2026 Period**

**Successor Agency:** Escondido

**County:** San Diego

<b>Current Period Requested Funding for Enforceable Obligations (ROPS Detail)</b>	<b>25-26A Total (July - December)</b>	<b>25-26B Total (January - June)</b>	<b>ROPS 25-26 Total</b>
<b>A Enforceable Obligations Funded as Follows (B+C+D)</b>	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
<b>E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)</b>	\$ 150,000	\$ -	\$ 150,000
F RPTTF	150,000	-	150,000
G Administrative RPTTF	-	-	-
<b>H Current Period Enforceable Obligations (A+E)</b>	\$ 150,000	\$ -	\$ 150,000

**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 25-26) - ROPS Detail  
 July 1, 2025 through June 30, 2026**

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 25-26 Total	ROPS 25-26A (Jul - Dec)					25-26A Total	ROPS 25-26B (Jan - Jun)					25-26B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$841,890		\$150,000	\$-	\$-	\$-	\$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.	841,890	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	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-

**Escondido**  
**Recognized Obligation Payment Schedule (ROPS 25-26) - Report of Cash Balances**  
**July 1, 2022 through June 30, 2023**  
 (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
		<b>Fund Sources</b>					
		<b>Bond Proceeds</b>		<b>Reserve Balance</b>	<b>Other Funds</b>	<b>RPTTF</b>	
	<b>ROPS 22-23 Cash Balances (07/01/22 - 06/30/23)</b>	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	<b>Comments</b>
<b>1</b>	<b>Beginning Available Cash Balance (Actual 07/01/22)</b> RPTTF amount should exclude "A" period distribution amount.				212,134		
<b>2</b>	<b>Revenue/Income (Actual 06/30/23)</b> RPTTF amount should tie to the ROPS 22-23 total distribution from the County Auditor-Controller						
<b>3</b>	<b>Expenditures for ROPS 22-23 Enforceable Obligations (Actual 06/30/23)</b>				150,000		
<b>4</b>	<b>Retention of Available Cash Balance (Actual 06/30/23)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)				62,134		Available cash used for obligations on ROPS 23-24
<b>5</b>	<b>ROPS 22-23 RPTTF Prior Period Adjustment</b> RPTTF amount should tie to the Agency's ROPS 22-23 PPA form submitted to the CAC		<b>No entry required</b>				
<b>6</b>	<b>Ending Actual Available Cash Balance (06/30/23)</b> <b>C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)</b>	\$-	\$-	\$-	\$-	\$-	

Item 6.

**Escondido**  
**Recognized Obligation Payment Schedule (ROPS 25-26) - Notes**  
**July 1, 2025 through June 30, 2026**

Item #	Notes/Comments
7	
10	



# STAFF REPORT

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December 04, 2024  
File Number 0430-25

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## SUBJECT

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

## DEPARTMENT

Finance Department

## RECOMMENDATION

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

Staff Recommendation: Approval (Finance: Christina Holmes, Director of Finance)

Presenter: Christina Holmes, Director of Finance

**ESSENTIAL SERVICE** – Yes, Internal Requirement

**COUNCIL PRIORITY** –

## FISCAL ANALYSIS

There is no fiscal impact from this action.

## PREVIOUS ACTION

The annual report for the Fiscal Year ending June 30, 2023, was brought to the City Council on December 6, 2023.

## BACKGROUND

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 report that make certain findings. The Fiscal Year June 30, 2024, Financial Information Report (Attachment "1") provides the annual 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 next five-year report will be for the fiscal year ending June 30, 2026.



# CITY *of* ESCONDIDO

STAFF REPORT

## ATTACHMENTS

- a) Attachment "1" – Financial Information Report

Attachment "1"

**Capital Funds Funded by Development Impact Fees and Subject to Gov. Code Sec. 66006  
Fiscal Year Ended June 30, 2024 Financial Information Report**

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, 2024 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.

<b>PARK DEVELOPMENT FUND</b>	<b>Beginning Fund Balance</b>	<b>Developer Fee Revenue</b>	<b>Interest Earned</b>	<b>Other Revenue &amp; Transfers-In</b>	<b>Capital Expenditures &amp; Transfers-Out</b>	<b>Ending Fund Balance</b>
<b>FUND 109</b>	<b>\$ 4,134,141</b>	<b>\$ 3,555,183</b>	<b>\$ (7,899)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,681,425</b>

**Park Fee:**

\$6,986.29 per dwelling unit, \$6,663.76 per dwelling unit for multi family development.

**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:**

<u>Project No.</u>	<u>Expenditure Description</u>	<u>Expenditures</u>	<u>FYE 2024 Appropriation Balance</u>	<u>Fees as a % of Total Project's Funding</u>
501002	Expanded Arena Sports . . . . .	-	26,614	100%
501203	Multipurpose Artificial Turf . . . . .	-	135,960	100%
501204	Park Ball Field . . . . .	-	350,000	100%
501205	Ryan Park Field Expansio . . . . .	82,894	102,440	100%
501303	Jim Stone Aquatic Facility Ex . . . . .	46,774	1,105,702	100%
501407	Pickleball . . . . .	9,651	1,190,349	100%
501408	John Masson Bike Park . . . . .	22,280	1,929,270	100%
501501	Kit Carson Park Parking Lot Lights & Security . . . . .	136,265	4,086	100%
501601	Grape Day Park Restrooms . . . . .	65,221	1,898,637	100%
501808	Play Equipment Shade Structure . . . . .	-	228,124	100%
501809	Washington Park Parking Lot Expansion . . . . .	2,015	-	100%
501810	City Skate Spots . . . . .	110,469	1,889,676	100%
508901	Grape Day Park CPTED Improvements . . . . .	3,827	362,416	100%
<b>Total Expenditures and Appropriations:</b>		<b>\$ 479,396</b>	<b>\$ 9,223,272</b>	



Attachment "1"

**Capital Funds Funded by Development Impact Fees and Subject to Gov. Code Sec. 66006  
Fiscal Year Ended June 30, 2024 Financial Information Report**

TRAFFIC IMPACT FUND	Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenue & Transfers-In	Capital Expenditures & Transfers-Out	Ending Fund Balance
<b>FUND 120</b>	<b>\$ 9,178,660</b>	<b>\$ 1,754,393</b>	<b>\$ 327,693</b>	<b>\$ 150,000</b>	<b>\$ (6,262,830)</b>	<b>\$ 5,147,915</b>

**Local Traffic Fee:** \$4,191.77 per single-family dwelling unit, \$2,095.37 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:** \$2,875.06 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 2024 Appropriation Balance	Fees as a % of Total Project's Funding
661001	Citracado, West Valley to Harmony Grove . . . . .	5,903,706	2,622,060	18%
661302	Bear Valley Parkway at Sunset . . . . .	212	574,788	100%
661303	Lincoln Parkway Widening . . . . .	-	1,000,000	100%
661901	Centre City Parkway Signals . . . . .	62,541	457,384	100%
668901	Roadway Network Update . . . . .	-	133,827	100%
690309	Felicita & Juniper/Esc-Chsnt . . . . .	284,661	1,099	13%
691001	Traffic Signals FY 20 . . . . .	11,710	1,122,014	100%
<b>Total Expenditures and Appropriations:</b>		<b>\$ 6,262,830</b>	<b>\$ 5,911,172</b>	

**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 \$885,616.

STORM DRAIN FUND	Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenue & Transfers-In	Capital Expenditures & Transfers-Out	Ending Fund Balance
<b>FUND 227</b>	<b>\$ 1,018,591</b>	<b>\$ 378,039</b>	<b>\$ 30,693</b>	<b>\$ -</b>	<b>\$ (41,535)</b>	<b>\$ 1,385,788</b>

**Drainage Facilities Fee:** Single-family residential \$1,136.12 per dwelling unit, non-residential \$0.73 per sq. ft.  
Multi-family residential \$469.22 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 2024 Appropriation Balance	Fees as a % of Total Project's Funding
671801	E Valley Pkwy & Midway Drainage Improvements . . . . .	31,818	955,095	100%
679908	Storm Drain - La Honda Drive . . . . .	-	763,651	100%
799501	Fees Available for Developer Reimbursements . . . . .	9,717	60,200	100%
<b>Total Expenditures and Appropriations:</b>		<b>41,535</b>	<b>1,778,946</b>	

Attachment "1"

**Capital Funds Funded by Development Impact Fees and Subject to Gov. Code Sec. 66006  
Fiscal Year Ended June 30, 2024 Financial Information Report**

<b>PUBLIC FACILITIES FUNDS</b>	<b>Beginning Fund Balance</b>	<b>Developer Fee Revenue</b>	<b>*Interest Earned</b>	<b>Other Revenue &amp; Transfers-In</b>	<b>Capital Expenditures &amp; Transfers-Out</b>	<b>Ending Fund Balance</b>
<b>FUNDS 243</b>	<b>\$ 9,248,756</b>	<b>\$ 1,868,800</b>	<b>\$ 357,068</b>	<b>\$ 9,717</b>	<b>(\$430,921)</b>	<b>\$ 11,053,421</b>

**Public Facility Fee:** Residential \$4,969.99 per dwelling unit.  
Commercial \$2.25 per square foot, Industrial \$1.70 per square foot. Parking structure \$0.61 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.)

<b>Capital Expenditures and Transfers Out:</b>		<b>FYE 2024</b>		<b>Fees as a % of</b>
<b>Project No.</b>	<b>Expenditure Description</b>	<b>Expenditures</b>	<b>Appropriation Balance</b>	<b>Total Project's Funding</b>
100239	Computer Aided Dispatch . . . . .	-	80,036	100%
106702	RCS Financing . . . . .	86,166	172,007	23%
100239	Development Impact Fee Inflation . . . . .	-	85,604	46%
128101	Interface Point CAD . . . . .	-	5,903	100%
128901	CAD Mapping Upgrade . . . . .	-	345,000	100%
153009	GIS Public Internet Server . . . . .	-	3,584	100%
400901	Library Books & Circulating Materials . . . . .	250,000	-	100%
406001	Public Printing . . . . .	-	8,076	100%
408101	Library Expansion Project . . . . .	-	100,000	100%
501702	KCP Sports Center Restroom . . . . .	-	75,690	100%
556201	Public Works Yard Generator . . . . .	-	250,000	100%
556301	EVCC Back-up Generator . . . . .	-	250,000	100%
556501	Public Works Yard Relocation . . . . .	1,909	9,870,761	31%
601104	Traffic Signal Communication . . . . .	92,846	1,641,280	76%
<b>Total Expenditures and Appropriations:</b>		<b>\$430,921</b>	<b>\$12,887,942</b>	

**Interfund Loans:**

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, 2024 is \$12,468.25.

During the fiscal year ended 2022, per resolution 2022-43, the public facilities fund established a loan to the City Drainage Fund. The initial loan amount was \$378,839.61 and is being repaid over a ten-year period at a rate equivalent to the City's calculated investment portfolio monthly yield. The remaining balance on this loan as of June 30, 2024 is \$303,071.69.



# STAFF REPORT

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December 04, 2024  
File Number 0470-26

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## SUBJECT

### PURCHASE TWENTY-NINE (29) FORD POLICE UTILITY VEHICLES

## DEPARTMENT

Public Works Department, Fleet Services Division

## RECOMMENDATION

Request the City Council adopt Resolution No. 2024-175 authorizing the Fleet Services Division of the Public Works Department to purchase twenty-nine (29) Ford Police Utility Vehicles in the amount of \$1,653,348.74 by utilizing a cooperative purchase agreement through the City of Sacramento, Contract No. B19153311005, and approving the disposal of the surplus vehicles via auction.

Staff Recommendation: Approval (Public Works: Joseph Goulart, Director of Public Works)

Presenter: Jeramiah Jennings, Fleet Maintenance Manager

**ESSENTIAL SERVICE** – Yes, internal requirement in support of Police Services

**COUNCIL PRIORITY** – Improve Public Safety

## FISCAL ANALYSIS

Funding for the purchase of twenty-nine (29) police patrol vehicles was approved in the Fiscal Year 2025 Fleet Services Budget, and is available for this purchase.

The funds generated by the auction sale of the Patrol Vehicles being replaced will be deposited into the Fleet Reserve Fund. The potential revenue generated by the disposal of the surplus property is unknown until the results of the auction are returned to the City of Escondido ("City").

## BACKGROUND

This purchase is to replace twenty-five (25) Patrol Vehicles that have met their life expectancy of eight (8) years, and includes the purchase of an additional four (4) Patrol Vehicles which was approved by City Council in the Fiscal Year 2025 Budget.

Upon approval from the City Council, up to twenty-nine (29) Ford Police Utility Vehicles will be purchased from Downtown Ford of Sacramento, California, in the amount of \$1,653,348.74, utilizing a cooperative purchase agreement through the City of Sacramento as allowed per Escondido Municipal Code, Chapter



# CITY *of* ESCONDIDO

## STAFF REPORT

10, Article 5, Section 10-91, authorizing the purchase of supplies and equipment utilizing cooperative purchase programs.

Pursuant to the Escondido Municipal Code, Chapter 10, Article 7, Section 10-147, City property that is no longer required for public use and is declared as surplus property. The City's current practice of disposing of surplus vehicles and equipment is through public auction. Staff recommends the disposal of the vehicles being replaced by this purchase via public auction with the City-contracted auction company.

### RESOLUTIONS

- a) Resolution No. 2024-175
- b) Resolution No. 2024-175 – Exhibits "A-D" - Cooperative Purchase Quotes

RESOLUTION NO. 2024-175

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE PURCHASE OF TWENTY-NINE (29) FORD POLICE UTILITY VEHICLES FROM DOWNTOWN FORD BY UTILIZING A COOPERATIVE PURCHASE AGREEMENT THROUGH THE CITY OF SACRAMENTO, CALIFORNIA, AND AUTHORIZING THE DISPOSAL OF THE SURPLUS VEHICLES VIA AUCTION

WHEREAS, the Fleet Services Division is replacing twenty-five (25) Police Utility Vehicles; and

WHEREAS, staff confirmed the need for replacement of the existing twenty-five (25) Police Utility Vehicles due to their current age, mileage, engine hours, and mechanical condition; and

WHEREAS, City Council approved the purchase of four (4) additional Police Utility Vehicles in the Fiscal Year 2025 Budget: and

WHEREAS, Ford Motor Company is the manufacturer of the vehicles; and

WHEREAS, the City of Sacramento, California, conducted a competitive bid process for Police Utility Vehicles and Downtown Ford of Sacramento, California, was deemed to be the lowest responsive bidder; and

WHEREAS, the City of Sacramento contract for Police Patrol Interceptor Utility Vehicles is Contract No. B19153311005; and

WHEREAS, the City is utilizing cooperative purchasing with the City of Sacramento, and as per the Escondido Municipal Code Chapter 10, Article 5, Section 10-91, the City may utilize a cooperative purchase contract, which has been conducted in a competitive manner by the State, County or any other Public or Municipal Agency; and

WHEREAS, staff recommends purchasing twenty-nine (29) Police Utility Vehicles from Downtown Ford in the amount of \$1,653,348.74, which includes sales tax, delivery, and all other associated fees; and

WHEREAS, the existing vehicles being replaced by this purchase are deemed surplus property and are no longer required for public use; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to authorize the purchase from Downtown Ford using a cooperative purchase agreement with the City of Sacramento, California, Contract No. B19153311005; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to accept the recommendations and approve the disposal of the surplus vehicles via public auction.

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, on behalf of the City, the cooperative purchase agreement through the City of Sacramento, California, as allowed per Escondido Municipal Code Chapter 10, Article 5, Section 10-91.
4. That the City Council approves Resolution No. 2024-175 authorizing the Fleet Services Division to purchase twenty-nine (29) Ford Police Utility Vehicles from Downtown Ford in the amount of \$1,653,348.74, which includes sales tax, delivery, and all other fees. Cooperative purchase quotes are attached hereto as Exhibits "A-D" and incorporated by this reference.
4. That the City Council authorizes the Fleet Services Division to dispose of the surplus vehicles that are being replaced by this purchase via public auction with the City contracted auction company.

Item8.



525 N16TH STREET, SACRAMENTO, CA 95811  
 PHONE: 916-299-3529

**KD111327**

**QUOTE**

**Customer**

Name CITY OF ESCONDIDO  
 Address \_\_\_\_\_  
 City ESCONDIDO State CA Zip 92025  
 Phone ATTN: ERNESTO DE LA CRUZ

DATE 11/13/2024  
 SALES REP KAYLA DEAN  
 PHONE 916-717-0362  
 FOB ESCONDIDO

Qty	Description	Unit Price	TOTAL
20	<b>2025 FORD INTERCEPTOR UTILITY AWD</b> CITY OF SACRAMENTO CONTRACT B24153311011	\$49,120.00	\$982,400.00
	<b>EXTERIOR COLOR: BLACK</b>		
	<b>PRICING BELOW SUBJECT TO CHANGE</b>		
OPTIONS			
-20	3.3L V6 GAS ENGINE	\$2,191.00	(\$43,820.00)
20	FRONT LICENSE PLATE	\$0.00	\$0.00
20	DUAL UNITY SPOT LAMPS (51S)	\$629.00	\$12,580.00
20	PRIVACY GLASS/SOLAR TINT 2ND ROW	\$120.00	\$2,400.00
20	HIDDEN DOOR LOCK PLUNGERS (52P)	\$150.00	\$3,000.00
20	KEYED ALIKE (1284X)	\$50.00	\$1,000.00
20	BALLISTIC DOOR PANELS LEVEL III+ DRIV/PASS (90E)	\$3,276.00	\$65,520.00
20	NOISE SUPPRESSION BONDS (60R)	\$100.00	\$2,000.00
20	DEFLECTOR PLATE	\$340.00	\$6,800.00
20	DOC FEE	\$85.00	\$1,700.00
	SALES TAX CALCULATED AT 8.75% BASED ON REGISTRATION ADDRESS		

SubTotal	\$1,033,580.00
DELIVERY	\$16,000.00
SALES TAX	\$90,438.25
CA Tire Tax	\$175.00
<b>TOTAL</b>	<b>\$1,140,193.25</b>

**Payment Details**

- Cash
- Check
- Credit Card

Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Expires \_\_\_\_\_

Office Use Only

**\$500 DISCOUNT WITH PAYMENT IN 20 DAYS**

SIGNATURE

DATE

Item 8.



**KD111328**

525 N16TH STREET, SACRAMENTO, CA 95811  
 PHONE: 916-299-3529

**QUOTE**

**Customer**

Name CITY OF ESCONDIDO  
 Address \_\_\_\_\_  
 City ESCONDIDO State CA Zip 92025  
 Phone ATTN: ERNESTO DE LA CRUZ

DATE 11/13/2024  
 SALES REP KAYLA DEAN  
 PHONE 916-717-0362  
 FOB ESCONDIDO

Qty	Description	Unit Price	TOTAL
6	<b>2025 FORD INTERCEPTOR UTILITY AWD</b> CITY OF SACRAMENTO CONTRACT B24153311011	\$49,120.00	\$294,720.00
	<b>EXTERIOR COLOR: BLACK</b>		
	<b>PRICING BELOW SUBJECT TO CHANGE</b>		
OPTIONS			
-6	3.3L V6 GAS ENGINE	\$2,191.00	(\$13,146.00)
6	FRONT LICENSE PLATE	\$0.00	\$0.00
6	DUAL UNITY SPOT LAMPS (51S)	\$629.00	\$3,774.00
6	KEYED ALIKE (1284X)	\$50.00	\$300.00
6	BALLISTIC DOOR PANELS LEVEL III+ DRIV/PASS (90E)	\$3,276.00	\$19,656.00
6	NOISE SUPPRESSION BONDS (60R)	\$100.00	\$600.00
6	DEFLECTOR PLATE	\$340.00	\$2,040.00
6	DOC FEE	\$85.00	\$510.00
	SALES TAX CALCULATED AT 8.75% BASED ON REGISTRATION ADDRESS		

SubTotal	\$308,454.00
DELIVERY	\$4,800.00
SALES TAX	\$26,989.73
CA Tire Tax	\$52.50
<b>TOTAL</b>	<b>\$340,296.23</b>

**Payment Details**

- Cash
- Check
- Credit Card

Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Expires \_\_\_\_\_

Office Use Only

**\$500 DISCOUNT WITH PAYMENT IN 20 DAYS**

SIGNATURE

DATE



Item 8.



525 N16TH STREET, SACRAMENTO, CA 95811  
 PHONE: 916-299-3529

**KD111325**

**QUOTE**

**Customer**

Name CITY OF ESCONDIDO  
 Address \_\_\_\_\_  
 City ESCONDIDO State CA Zip 92025  
 Phone ATTN: ERNESTO DE LA CRUZ

DATE 11/12/2024  
 SALES REP KAYLA DEAN  
 PHONE 916-717-0362  
 FOB ESCONDIDO

Qty	Description	Unit Price	TOTAL
1	<b>2025 FORD F150 CREW CAB PICKUP 4X4</b> STATE OF CALIFORNIA CONTRACT 1-22-23-20F CLIN 27  <b>EXTERIOR COLOR: BLACK</b>	\$45,682.00	\$45,682.00
<b>OPTIONS</b>			
<b>PRICING BELOW SUBJECT TO CHANGE</b>			
1	CHANGE TO RESPONDER PICKUP 4X4 (W1P)	\$6,000.00	\$6,000.00
1	MIRROR MAN FOLD W/PWR GLASS (54R)	\$405.00	\$405.00
1	LED SPOT LAMPS	\$180.00	\$180.00
1	LED FOG LAMPS	\$145.00	\$145.00
1	18" ALLUMINUM WHEELS	\$485.00	\$485.00
1	INT TRAILER BRAKE CONTROLLER	\$280.00	\$280.00
1	PRIVACY GLASS W/ DEFROSTER	\$100.00	\$100.00
1	DOC FEE	\$85.00	\$85.00
SALES TAX CALCULATED AT 8.75% BASED ON REGISTRATION ADDRESS			

SubTotal	\$53,362.00
DELIVERY	\$800.00
SALES TAX	\$4,669.18
CA Tire Tax	\$8.75
<b>TOTAL</b>	<b>\$58,839.93</b>

**Payment Details**

- Cash
- Check
- Credit Card

Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Expires \_\_\_\_\_

Office Use Only

**\$500 DISCOUNT WITH PAYMENT IN 20 DAYS**

SIGNATURE

DATE

Item8.



**KD111326**

525 N16TH STREET, SACRAMENTO, CA 95811  
 PHONE: 916-299-3529

**QUOTE**

**Customer**

Name CITY OF ESCONDIDO  
 Address \_\_\_\_\_  
 City ESCONDIDO State CA Zip 92025  
 Phone ATTN: ERNESTO DE LA CRUZ

DATE 11/12/2024  
 SALES REP KAYLA DEAN  
 PHONE 916-717-0362  
 FOB ESCONDIDO

Qty	Description	Unit Price	TOTAL
2	<b>2025 FORD INTERCEPTOR UTILITY AWD</b> CITY OF SACRAMENTO CONTRACT B24153311011	\$49,120.00	\$98,240.00
	<b>EXTERIOR COLOR: WHITE</b>		
	<b>PRICING BELOW SUBJECT TO CHANGE</b>		
OPTIONS			
-2	3.3L V6 GAS ENGINE	\$2,191.00	(\$4,382.00)
2	FRONT LICENSE PLATE	\$0.00	\$0.00
2	DUAL UNITY SPOT LAMPS (51S)	\$629.00	\$1,258.00
2	PRIVACY GLASS/SOLAR TINT 2ND ROW	\$120.00	\$240.00
2	HIDDEN DOOR LOCK PLUNGERS (52P)	\$150.00	\$300.00
2	KEYED ALIKE (1284X)	\$50.00	\$100.00
2	BALLISTIC DOOR PANELS LEVEL III+ DRIV/PASS (90E)	\$3,276.00	\$6,552.00
2	NOISE SUPPRESSION BONDS (60R)	\$100.00	\$200.00
2	DEFLECTOR PLATE	\$340.00	\$680.00
2	DOC FEE	\$85.00	\$170.00
	SALES TAX CALCULATED AT 8.75% BASED ON REGISTRATION ADDRESS		

SubTotal	\$103,358.00
DELIVERY	\$1,600.00
SALES TAX	\$9,043.83
CA Tire Tax	\$17.50
<b>TOTAL</b>	<b>\$114,019.33</b>

**Payment Details**

- Cash
- Check
- Credit Card

Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Expires \_\_\_\_\_

Office Use Only

**\$500 DISCOUNT WITH PAYMENT IN 20 DAYS**

SIGNATURE

DATE



# STAFF REPORT

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December 04, 2024  
File Number 0470-26

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## SUBJECT

### PURCHASE THREE (3) MEDIX AMBULANCES FROM REPUBLIC EVS

## DEPARTMENT

Public Works Department, Fleet Services Division

## RECOMMENDATION

Request the City Council adopt Resolution No. 2024-174 approving a budget adjustment of \$157,752.18, and authorizing the Fleet Services Division of the Public Works Department to purchase three (3) Medix Ambulances from Republic EVS of Huntington Beach, California, for \$1,117,752.18 by utilizing a cooperative purchase agreement through HGAC, Contract No. AM10-23, and approving the disposal of the surplus vehicles via auction.

Staff Recommendation: Approval (Public Works: Joseph Goulart, Director of Public Works)

Presenter: Jeramiah Jennings, Fleet Maintenance Manager

**ESSENTIAL SERVICE** – Yes, internal requirement in support of Fire/EMS Services

**COUNCIL PRIORITY** – Improve Public Safety

## FISCAL ANALYSIS

Due to continued inflation, the \$960,000 previously approved for this purchase in Fiscal Year 2025 operating budget is insufficient and a budget adjustment in the amount of \$157,752.18 is necessary to fund the purchase of the 3 Medix Ambulances. The Staff recommendation is to supplement the funding for this purchase by utilizing funds from the Paramedic Services Capital Replacement Fund (“Fund”) which was established in Fiscal Year 2024. This Fund was created by revenue generated from the Public Provider Ground Emergency Transportation Inter-Governmental Transfer (“PP-GEMT-IGT”) program. The PP-GEMT-IGT program, was established by the State legislature and Governor (AB 1705) and is federally funded and managed by the California Department of Health Care Services (“DHCS”). Agencies that provide ambulance transportation pay into a fund that provides DHCS with the non-federal share of funds that are then matched with federal funds to increase the City’s reimbursement for Medi-Cal patients.

Funds generated by the auction sale of the ambulances being replaced will be deposited into the Fleet Reserve Fund. The potential revenue generated by the disposal of the surplus property is unknown until the results of the auction are returned to the City of Escondido (“City”).



# CITY of ESCONDIDO

## STAFF REPORT

### BACKGROUND

The purchase is necessary to replace three existing ambulances, City unit numbers 3805, 3806, and 3807. 3805 is a 2018 Medix ambulance which has 140,000 miles and 8,300 engine hours; 3806 is a 2019 Medix ambulance with 140,000 miles and 7,800 engine hours; 3807 is a 2019 Medix ambulance with 136,000 miles and 7,400 engine hours. Although these ambulances have not met their projected life cycle of seven years, all three ambulances have exceeded their mileage life expectancy which is projected to 120,000 miles.

Currently, build times for chassis delivery to the ambulance body manufacturer is averaging 20 to 24 months from chassis order dates. Plus, another year lead time for the body manufacturer to build and outfit the ambulance body and install on the chassis. This extensive amount of lead time to receive this ambulance purchase is similar to what the City has experienced with our last Medix Ambulance purchases. Unfortunately, these types of lead times are the new industry standard for ambulance purchases across all major ambulance body manufacturers. The expected delivery dates of these three (3) Medix Ambulances is likely 30 to 36 months after order date. Ambulance specifications (Attachment "1") and Ambulance drawings (Attachment "2") are attached to this Staff Report.

Upon approval from the City Council, a budget adjustment of \$157,752.18 will allow staff to utilize revenue from the PP-GEMT-IGT program to purchase three (3) Medix Ambulances. The ambulances will be purchased from Republic EVS of Huntington Beach, California, utilizing a cooperative purchase contract with HGAC as allowed per Escondido Municipal Code, Chapter 10, Article 5, Section 10-91, authorizing the purchase of supplies and equipment utilizing cooperative purchase programs.

Pursuant to the Escondido Municipal Code, Chapter 10, Article 7, Section 10-147, City property that is no longer required for public use is declared as surplus property. The City's current practice of disposing of surplus vehicles and equipment is through public auction. Staff recommends the disposal of the vehicles being replaced by this purchase via public auction with the City-contracted auction company.

### RESOLUTIONS

- a) Resolution No. 2024-174
- b) Resolution No. 2024-174 - Exhibit "A" – Cooperative Purchase Quote with published and unpublished options

### ATTACHMENTS

- a) Attachment "1" – Ambulance Specifications
- b) Attachment "2" – Ambulance Drawings
- c) Attachment "3" – Budget Adjustment

## RESOLUTION NO. 2024-174

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A BUDGET ADJUSTMENT AND AUTHORIZING THE PURCHASE OF THREE (3) MEDIX AMBULANCES FROM REPUBLIC EVS BY UTILIZING A COOPERATIVE PURCHASE AGREEMENT THROUGH HGAC, AND AUTHORIZING THE DISPOSAL OF THE SURPLUS VEHICLES VIA AUCTION

WHEREAS, the Fleet Services Division is replacing three (3) existing ambulances, City unit No. 3805, a 2018 Medix Ambulance; unit No. 3806, a 2019 Medix Ambulance; and unit No. 3807, a 2019 Medix Ambulance; and

WHEREAS, staff evaluated the current ambulances and determined they have exceeded their standard life expectancy of 120,000 miles; and

WHEREAS, staff confirmed the need for replacement of the existing ambulances due to their current mileage, engine hours, mechanical condition; and

WHEREAS, Medix Inc. of Elkhart, Indiana is the manufacturer of the ambulance; and

WHEREAS, Republic EVS of Huntington Beach, California, is the local Medix Ambulance dealer;  
and

WHEREAS, HGAC conducted a competitive bid process for ambulances and Medix was deemed to be the lowest responsive bidder; and

WHEREAS, the HGAC contract for Medix Ambulances is Contract No. AM10-23; and

WHEREAS, the City is utilizing cooperative purchasing with HGAC, and as per the Escondido Municipal Code Chapter 10, Article 5, Section 10-91, the City may utilize a cooperative purchase contract,

which has been conducted in a competitive manner by the State, County or any other Public or Municipal Agency; and

WHEREAS, a budget adjustment in the amount of \$157,752.18 utilizing revenue from the Public Provider Ground Emergency Transportation Inter-Governmental Transfer (“PP-GEMT-IGT”) program is necessary for this purchase; and

WHEREAS, staff recommends purchasing three (3) Medix Ambulances from Republic EVS in the amount of \$1,117,752.18, which includes sales tax (and sales tax increase), pre-delivery inspection trips, delivery, and all other associated fees; and

WHEREAS, the existing ambulances being replaced by this purchase, units 3805, 3806, and 3807, are deemed surplus property and are no longer required for public use; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to authorize the purchase from Republic EVS using a cooperative purchase agreement with HGAC, Contract No. AM10-23; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to accept the recommendations and approve the disposal of Unit Numbers 3805, 3806, and 3807 via public auction.

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, on behalf of the City, the cooperative purchase agreement through HGAC, as allowed per Escondido Municipal Code Chapter 10, Article 5, Section 10-91.

3. That the City Council approves utilizing previously approved Fiscal Year 2025 Budget monies of \$960,000 and a budget adjustment in the amount of \$157,752.18 authorizing the use of funds from the PP-GEMT-IGT program to fund the purchase of three (3) Medix Ambulances.

4. That the City Council approves Resolution No. 2024-174 authorizing the Fleet Services Division to purchase three (3) Medix Ambulances from Republic EVS in the amount of \$1,117,752.18, which includes sales tax, delivery, inspection trips, and all other fees, as reflected in Exhibit "A" which is attached to this Resolution and incorporated by this reference.

4. That the City Council authorizes the Fleet Services Division to dispose of the surplus vehicles that are being replaced by this purchase via public auction with the City contracted auction company.



Item 9.



**Republic EVS**  
 16182 Gothard St, Unit V  
 Huntington Beach, CA 92647



Offer and Purchase Agreement for: **City of Escondido**

**Three (3) Medix Specialty Vehicles Type I MSV 170" on 2024 Ford F-450 4 x 2 Diesel Powered Chassis, Two Door Standard Cab**

Quoted prices that include factory rebates are subject to change. If the rebate amount changes or becomes unavailable the difference will be invoiced to the purchaser. Chassis prices are subject to change by the OEM. If the price changes, the difference will be invoiced to the purchaser.

Large ticket items (cot hardware, radio equipment, etc.) may ship prior to construction and will be invoiced to purchaser at that time. Previously invoiced equipment costs will be deducted from the final balance.

Description	Qty	Price Each	Extended Price
Three (3) Medix Specialty Vehicles Type I MSV 170" on 2024 Ford F-450 4 x 2 Diesel Powered Chassis, Two Door Standard Cab	3	\$342,242.28	\$1,026,726.83
Chassis VIN Number(s): To Be Determined After Production Start Date			
Tax (Based on a Rate of 7.75%)	3	\$26,523.78	\$79,571.33
DMV Fee	3	\$50.00	\$150.00
Tire Fee	3	\$12.25	\$36.75
HGAC Fee	3	\$333.33	\$1,000.00
<b>Total Purchase Price</b>	<b>3</b>	<b>\$369,161.64</b>	<b>\$1,107,484.91</b>

**Date Offered: November 07, 2024**

**One Million One Hundred Seven Thousand Four Hundred Eighty Four Dollars and Ninety One Cents  
 \$1,107,484.91**

Offer is based on build quote and any reference drawings if applicable. Prior to ambulance construction, a final engineered build quote will be provided for customer review and approval. Any changes requested may result in additional charges.

Payment Terms: 100% of the contract payment is due at time of delivery unless otherwise specified in writing. Title for the ambulance will be delivered within fourteen (14) business days after payment has processed through the financial institution.

Delivery Terms: Delivery shall be 190 days or less after Receipt of Chassis as well as approved work order and production drawing if applicable. F.O.B. shall be Huntington Beach, CA.

Signature below represents acceptance of above contract and terms:

**City of Escondido**

**Republic EVS**

\_\_\_\_\_  
 11/7/2024  
 Signature Date

*Garett Adelman* 11/7/2024  
 \_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Printed Name

Garett Adelman  
 \_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Title

Director of Sales  
 \_\_\_\_\_  
 Title



Unit #:  
XX-XXXX

<b>DEALER:</b>	<u>Republic EVS</u>	Quote #
<b>CUSTOMER:</b>	<u>Escondido Fire</u>	Received
Street or P.O. Box	<u>1163 North Centre City Parkway</u>	Sent for Approval
City, State, Zip	<u>Escondido, CA 92026</u>	Rec'd Approved
Customer Contact:	<u>Craig Tebbe</u>	Scheduled
Customer Email:	<u>ctebbe@escondido.org</u>	GPC Number:
Customer Phone #:	<u>760-839-5400</u>	
Sales Associate:	<u>Garett Adelman</u>	
Sales Engineer:		
<b>VIN#:</b>	<u>To be assigned by MEDIX</u>	

<b>Chassis Model Yr</b>		<b>2025</b>
<b>MEDIX Model</b>		<b>Type I-AD 170- MSV II</b>
<b>CHASSIS</b>		<b>Ford F-450 XLT, 6.7L Diesel, 193" WB, 16,500 GVWR 108" CA, 4x2</b>
<b>BODY</b>		<b>170"L x 96"W x 72" Interior Headroom</b>
<b>QTY</b>	<b>STD/OPT</b>	<b>Description</b>
<b>1</b>	<b>15-M2-FG</b>	<b>Chassis &amp; Conversion</b>
		<b>Chassis Model Year Adjustment</b>
	-	<b>2024 New Sales Model with Drop Skirt on BOTH SIDES</b>
	109003	Liquid Spring Suspension Installation by Utility Bodywerks, see quote, the kit will be ordered through Utility Bodywerks; Requires Dump cancel switch that Medix will order and install - installed at the Curbside rear door on the wall - "L/S Dump Override" - p/n: MX09166. NOTE: 6 - 8 Week Lead Time
1	99-1591	Liquid Springs Suspension: Add wiring to Curbside SIDE entry door to automatically dump suspension when open. (There will not be a Dump cancel switch at the side entry door, just at rear door per standard) The cancel switch at the rear door will cancel the side door dump also.
		-
	<b>01-</b>	<b>Flooring &amp; Interior Colors</b>
1	99-2285	<b>Cabinets: Laminate, High Gloss GREY PAMPAS, ILOS</b>
1	STD	<b>Upholstery:</b> (Specify Color & compare to std. countertop color)
1	STD	<b>Color: GUNMETAL</b> Brand: <b>EVS</b>
1	STD	EVS Cushions & Corner Padding
1	100010	<b>Flooring: Lonseal, LonCoin (Raised Circles), ILOS Lonspeck TS Twilight.</b> <b>Specify Color: Onyx 150TS</b>
1	100030	<b>Compartments: Dri-Dek, floor liner, Installed on exterior compartment floors only. Black</b>
1	99-1053-A Modified	<b>Compartments: Dri-Dek, Floor liner, Installed on exterior compartment shelves. Black- Add to the exterior compartment shelves as designated below. NOTE: A Line units Only.</b> a. Compartment #1 – One fixed shelf b. Compartment #6 – One adjustable shelf (Note: just two shelves required so used A-line option)
		-
	<b>02-</b>	<b>Body &amp; Chassis</b>
1	STD	<b>This chassis is equipped with a Diesel Exhaust Fluid (DEF) System to meet the EPA Diesel Emissions Standards.</b>

1	STD	<b>Anti-Theft Device: IdleLock Ignition Security System, for Ford F-Series Chassis Only. Locate activation button to the right side of the steering wheel.</b>
	Weld Shop	See front wall for Tomar opticom location
1	99-0765	<p><b>Camera System: ASA Electronics, (1) VCMS104i - (1) Flush Mount Camera/White, (1) VCMS155 Camera with Manual tilt bracket, (1) VOM73MM 7" Rear View Mirror Color Monitor with brightness, contrast and volume adjustment controls and (1) CEC34 - 32ft. Cable</b></p> <p><b>NOTE: (2) Camera System with (1) Camera mounted off lower RH corner of center rear Amber light, (1) Camera mounted on upper bulkhead wall and Monitor mounted on cab windshield rear view mirror.</b></p> <p><b>NOTE: DISCONNECT OEM BACKUP CAMERA DASH DISPLAY AND WIRE AFTERMARKET CAMERA OPTION THROUGH REAR VIEW MIRROR ON THE 2022 CHASSIS.</b></p>
1	STD	All Exterior compartments coated with light gray colored rubberized polyurethane material.
1	200011-F1	<p><b>Chassis: Air Horns, Buell dual horns, (1) 10" and (1) 12" airhorn mounted through the front bumper with a momentary switch PN:MX09102 on front console, "Standard" compressor, tank and fittings.</b></p> <p><b>Specify Compressor Location: Compartment #5 (below ALS / in Aux battery area)</b></p> <p><b>NOTE: DISCONNECT OEM HORN FROM SOUNDING WITH LOCKS AND PANIC ALARM</b></p>
1	STD	<b>Pass-Thru:</b> With accordion boot. Sliding, latching polycarbonate window.
1	STD	<p><b>Compartment Lights:</b> Optronics ILL36CB LED Compartment lights- ALL Models</p> <p>Locate: (1) Ceiling of Compt #1; (2) in Compt #2- (1) URH, (1) LLH; (1) in ceiling of Compartment #3; (2) in Compt #4/5; (1) in Compt #6 (if applicable).</p>
1	99-0835	<p><b>Lights: Compartment, Optronics ILL36CB LED mounted in exterior compartment IATS</b></p> <p><b>LOCATE: Compartment #4/5 inside P/T cabinet on inboard above shelf so the area under P/T is lit up also.</b></p>
1	99-2607	<p><b>Compartment #1: SS Forward, smooth aluminum body, O2 Universal "M" or "H" cylinder storage for STEEL tank, Door with gas strut hold-open, Sealed access to paddle handle in door panel. Stainless steel sill protector. Back wall will have additional backer plates welded on for mounting of "D" bottle brackets in locations higher than standard backer plates. Order special tub from print #33-114641.</b></p> <p><b>NOTE: Two "D" bottle brackets will be mounted immediately to the left of the O2 bracket on the back wall, stacked- see separate option in Oxygen section. Make sure to hit backer plates in back wall of tub for each bracket. Weld in plates per engineering print.</b></p> <p><b>NOTE: Make sure the Elec. O2 wires come through the ceiling of compartment #1 in the same place as the O2 hoses, not the other side of the ceiling.</b></p>
1	99-2366	<p><b>Shelf-Smooth Aluminum, DA finish; FIXED. Will have a turn up lip on the outboard edge; turn down lips on the other three sides for bolting to the compartment walls. The right hand back corner will require a chamfer to allow for O2 hoses and Elec. O2 wires coming down from the ceiling.</b></p> <p><b>LOCATE: in compt. #1 above O2, make sure it is located above the O2 viewing window trim as well. See print 75-118968</b></p>
		<p><b>KKK-A-1822 Rev. F</b> <span style="float: right;"><b>3.11.3 (9) Disclaimer</b></span></p> <p><b>KKK-A-1822 Rev F states in 3.11.3 (9) that the Oxygen Cylinder storage compartment shall not be utilized for storage of any other equipment. With the requested installation of a shelf or divider in Compartment #1, the Customer hereby waives compliance with this Section of KKK-A-1822 Rev. F.</b></p>

1	99-1583	<p><b>Compartment #2: MSVII Type I- Smooth Aluminum body, Smooth alum. interior door panel, Open Storage, Double Doors w/gas strut hold-opens. This is a special order tub due to offset in corner for SIDE BY SIDE interior drawers. See Print 33-105143 to order, do not order standard tub. (Will not have an Adjustable aluminum shelf).</b></p> <p><b><u>NOTE: Install both door gas strut hold-opens at bottom of offset in tub, they will be attached a little lower on the door panel.</u></b></p>
1	99-1452	<p><b>Compartment #3: SS Rear Type I, 1/2 Height, Smooth Aluminum body, DELETE STANDARD Inside/Outside access. Door w/gas strut hold-open. Sealed access to paddle handle in door panel, Stainless steel sill protector.</b></p> <p><b>NOTE: See special tub print: #33-103916</b></p> <p><b>NOTE: Must choose interior cabinet configuration. MSV II-170 Type I Only.</b></p>
2	STD Modified	<p><b>Rear Entry Doors:</b> Dual door system w/exterior/interior, locking paddle handles; fixed glass windows and Cast Grabber hold-opens. Sealed access to paddle handles in door panels. Stainless steel sill protector. Two-piece interior door panel.</p> <p><b>NOTE: Alternate standard grade Dark Red and Lemon Yellow chevron pattern ILOS, see graphics quote.</b></p> <p><b>NOTE: See special door print for waste bracket location from option below.</b></p>
1	99-3211	<p><b>Sharps/Waste: Waste Only, (1) Trash Can &amp; Bracket, to hold a standard trash can. Bracket PN 33-10-2009.</b></p> <p><b>(NOTE: REQUIRES DOOR PRINTS IF MOUNTED ON DOOR PANEL)</b></p> <p><b>Specify location: Rear curbside entry door, low towards hinged side.</b></p>
1	STD	<p><b>Compartment #4/5 CS Forward:</b> NO body <u>above floor</u>, ALS Cabinet w/ Inside/Outside access, Full-height, single Door w/gas strut hold-open. Bottom section aluminum body open storage standard. Stainless steel sill protector. (Optional location for additional battery with roll-out battery tray and removable, latching door.)</p> <p><b>NOTE: INVERTER, BREAKER BOX, AIR HORN COMPRESSOR, SUCTION PUMP WILL BE STORED HERE.</b></p>
1	99-2367	<p><b>Threshold: Compartment #4 stainless steel threshold installed along the lower exterior edge of the bottom shelf of ALS to facilitate access to equipment. Threshold trim to be same width as door opening, extending onto the flooring material approximately 4". Order from print: 33-114640</b></p>
1	For 2024 Model	<p><b>Drop Skirt</b> - a 4" dropskirt shall be provided on both Streetside and Curbside forward of the rear wheelwells. Taller front stone guards shall be provide on both driver and passenger sides.</p>
1	STD	<p><b>Curbside Entry Door:</b> Taller for 4" drop skirt. Door handle to remain aligned with Compt #4/5 handle; Single door system w/exterior/interior, locking paddle handles; window w/fixd glass; Gas strut hold-open. Sealed access to paddle handles in door panel. LED Step well light. Stainless steel sill protector. Two-piece interior door panel.</p>
1	MODIFIED	<p><b>Curbside Entry Door Stepwell:</b> Dual, smooth aluminum steps welded into door opening coated with rubberized urethane liner material. Stainless steel threshold trim. Dri-Dek insert on lower floor of step entry.</p> <p><b>NOTE: Alternate standard grade Dark Red and Lemon Yellow chevron pattern ILOS, see paint section.</b></p>
1	MODIFIED	<p><b>Compartment #6 CS Rear:</b> Smooth Aluminum body, Vertical backboard storage <b>(1) seat belt restraint in upper Backboard section across WHOLE COMPARTMENT, HALFWAY BETWEEN SHELF AND TOP OF COMPARTMENT.</b> Door w/gas strut hold-open. Sealed access to paddle handles in door panel, Stainless steel sill protector.</p> <p><b>NOTE: Divider located to accommodate 8" wide tracked stair CHAIR ON <u>LEFT</u> HAND SIDE OF DIVIDER. (Flip-flop right and left sides of compartment)</b></p>

1	MODIFIED	<b>Divider:</b> Aluminum w/DA finish, vertical in back Board Compartment <b>LOCATE: Compartment #6-DO NOT INSTALL IN STANDARD LOCATION.</b> <b>LOCATE: STAIR CHAIR WILL BE STORED ON THE LEFT SIDE OF DIVIDER INSTEAD OF THE RIGHT SIDE, FLIP-FLOP NORMAL DIMENSIONS.</b>
1	99-0250-1 MODIFIED for Location	<b>Shelf:</b> Adjustable, Smooth Aluminum w/lip, DA finish, Adjustable for Backboard Divider - <b>MSVII ONLY.</b> <b>SPECIFY LOCATION: compartment #6 - LEFT side of the divider (DIVIDER IS NOT IN STANDARD LOCATION) - AT LEAST 40" UP FROM FLOOR. (same print for normal option, See Print: 33-100787.)</b>
1	STD	All Entry Door paddle handle and rotary latching components will include emergency door releases located top and bottom of each door and shall meet the FMVSS 206 30G Test Requirement
1	99-2457	<b>Handles: TriMark powder coated black entry and compartment door handles ILOS chrome. Includes all exterior and interior door handles.</b>
1	STD	<b>Power Door Locks: Key Pad, programmable for power door locks.</b>
1	200200MSV	<b>Power Door Locks: All Entry and Compartment Doors, wired to OEM door lock system. Includes (1) switch by Curbside Entry Door interior in standard 4-position switch panel and (1) at Rear Curbside Wall - MSV II ONLY</b>
1	99-2108	<b>Power Door Locks: Stealth Switch, Power Door Lock System, Push Button Switch</b> <b>LOCATION: attached to aluminum plate at bottom of rear corner cap on streetside. See print for plate: 33-105600</b>
1	STD	<b>Rear Bumper:</b> ADP corner pods w/Dock bumper pads, Center grip-strut flip-up step, powder coated steel frame
2	STD	<b>IV Hangers:</b> (2) Cast black rubber fold-down over knee area of Cot and Squad Bench
3	STD	<b>Mirrors, OEM:</b> (1) heated/remote control on each cab door. <b>NOTE: REMOVE OEM (1) on interior windshield</b>
4		<b>PAINT WHEELS TO MATCH CHASSIS - See option in paint section.</b>
4	STD	<b>Stone Guards:</b> Lower body corners, ADP. <b>NOTE: Front Stone guards to be 30" &amp; 34" high, see below.</b>
1	99-3008	<b>Stone Guards: ADP, 34" High front corner guards and 34" High front wall guards installed from each corner guard and extending behind OEM cab on both Driver's side &amp; Passenger's side, ILOS 16" High ADP on front only. See PN's 33-104715 for front plates, and 33-104812 taller corner guard for passengers and drivers side front.</b> <b>NOTE: AL 171 Type I and 157/170 Type I 2023 F-series Models Only.</b>
1	STD	<b>Kick Plate, Rear:</b> ADP, below rear doors across to corner posts. <b>w/Tow Eyes per option below</b>
1	99-1776-FM	<b>Tow Eyes: Frame-Mounted Through Rear Kick Plate, Ford F-450 96"W Type I Cab/Chassis. PNs: K2032WN, BC0013 and PN: 33-10-3085 kickplate prints per chassis.</b> <b>NOTE Ford F450/550 MSV-II 157/170 Models Only.</b>
1	STD	<b>Rub Rails:</b> C-Channel, tapered ends, Lower Body off-set mount with neoprene spacers. <b>NOTE: see below for rub rail lights.</b>
2	STD	<b>Running Boards:</b> Diamond Plate, Type I w/starburst pattern
1	200110	<b>Fender Flares: Black rubber, ILOS stainless steel on MSV II 170 only.</b>
2	STD	<b>Fuel Fill Bezel:</b> Cast aluminum; <b>DEF Fill Bezel:</b> Cast Aluminum
1	STD	<b>Fuel Fill Scuff Plate:</b> Stainless steel, below fuel fill bezel for Type I and DEF Fill bezel.
1	STD	<b>Insulation:</b> Pink, double sided radiant barrier/acoustic material, installed on curbside and streetside rear wheel wells.
1	STD	<b>Insulation:</b> Spray in place foam applied to curbside entry step well and both rear wheel wells
1	STD	<b>Undercoating:</b> Per QVM Guidelines
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	<b>03-</b>	<b>Brake, Turn &amp; Back-Up Lights</b>

1	99-0908	Lights: DOT, Brake/Tail, Turn, Back Up: Whelen M9 Series Super LED M9BTTXC brake/tail/turn, M9TC amber turn and M9BUW back up ILOS M6BUW Series (Package PNs: M6BTTC, M6TC, M6BUW) LEDs
1	STD	DOT Marker Lights: TecNiq LED, rubber grommet bezels; (7) S34-AC09-1 Amber- (5) on front of body as Marker lights, (2) side facing on rear extrusions as Turn Signals; (7) S34-RC90-1 Red- (5) on rear of Body as Marker lights, (2) side facing as Turn Signals.
1	99-2079	Lights: Warning, (6) Whelen PSR01FCR StripLite Plus Super-LEDs, Red with clear lens and chrome flange IATS. Specify Location(s): Mount (3) each side of vehicle in lower rub rail - (1) front, (1) just in front of rear wheel and (1) rear per attached drawings. NOTE: Flash pattern - Center light to alternate with the outer lights and all off in secondary.
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	<b>04-</b>	<b>Electrical, Power Distribution, Control Center &amp; Interior Lighting</b>
1	STD	Battery Switch, Automatic: TST CDR-400. Located in Electrical Cabinet.
2	STD	Batteries: OEM, under hood
1	(99-1602) NEW BID OPTION NEEDED DUE TO ADDED CUPHOLD SERS	Console: Formed Aluminum body powder coated black and attached to chassis floor ILOS aluminum. Custom switch panel, engraved black plastic with LED lighted switches for: <u>TOP ROW:</u> Emergency Master, Primary/Secondary Modes, Light Bar and Mod-Disconnect. <u>BOTTOM ROW:</u> Siren/Horn, Howler, Left Scene, Rear Load, Right Scene, Back-Up Alarm, NERM and Air Horn. Siren will be mounted to the left of the switch panel, turned vertically. Console will have a removable panel, (1) tall open storage area and (1) shallow open storage area. <b>and two cup holders.</b> Front panel will NOT have a siren cut-out - Order panel MX01487. See console print: 44-A12884 NOTE: OPTICOM SWITCH (SEPARATE OPTION) WILL BE LOCATED IN VERY TOP OF CONSOLE IN HOLE PROVIDED, MOUNTED ON A SINGLE POSITRON SWITCH PANEL. NOTE: Howler, NERM and Air Horn switches added in with separate options. Air Horn switch required another hole to be cut in panel.
1	99-1715	Console: Armrests, (1) Set of armrest for Type I Aluminum Console. Havis Shields C-ARM-102 adjustable armrests, (1) mounted each side of console. ENGINEERING NOTE: Check for cupholder/glove box locations on console when armrest option is chosen.
1	99-3522	Switching: Front Switch Panel, BackUp Alarm switch to have <u>RED BEZEL, PN MX09047,</u> ILOS Black bezel. NOTE: Not for use on Transits
2	99-0813	Radio Equipment: Includes installation of (1) set of customer supplied radio cables. (NOTE: All cables must be delivered to Medix prior to production start date.) LOCATE: Run long radio cable from base in electrical cabinet to front console. Run short radio cable from base in electrical cabinet to behind rear switch panel in action area.
2	MODIFIED	Antenna, Radio Coax Cables: Run (1) coax from above Dome #1 to Electrical Cabinet and run (1) coax from above Dome #2 to Electrical Cabinet. Standard Power/Grounds to terminate in the Electrical cabinet at the Battery Hot Fuseblock.

1	99-1957	<p>Electrical: Prewire, (1) 8AWG - 12VDC ignition, power and ground from battery to a Blue Sea PN: 5032 ST Blade Split Buss "12" Fuse block – two isolated groups of six circuit fuses with cover for "Battery Hot" and "Ignition Hot" wiring.</p> <p>NOTE: Mount in ELECTRICAL CABINET</p> <p><b>NOTE PLEASE LABEL FOR THE FOLLOWING:</b></p> <p><b>BATTERY HOT CIRCUITS:</b></p> <p>(1) FOR THE (2) FLASHLIGHTS - SEE FLASHLIGHT OPTION BELOW - RUN WIRE AND 10 AMP FUSE TO FRONT CONSOLE.</p> <p>(1) FOR (2) PORTABLE RADIO CHARGERS - RUN WIRE AND 20 AMP FUSE TO FRONT CONSOLE.</p> <p>(1) FOR RADIO HEAD - RUN WIRE AND 20 AMP FUSE TO FRONT CONSOLE.</p> <p>(1) FOR RADIO HEAD - RUN WIRE AND 20 AMP FUSE TO ACTION AREA.</p> <p>(1) FOR MDC BATTERY - RUN WIRE AND 20 AMP FUSE TO FRONT CONSOLE.</p> <p><b>IGNITION HOT CIRCUITS:</b></p> <p>(1) FOR RADIO HEAD - RUN WIRE AND 20 AMP FUSE TO FRONT CONSOLE.</p> <p>(1) FOR RADIO HEAD - RUN WIRE AND 20 AMP FUSE TO ACTION AREA.</p>
11	Modified	<p><b>Dome Lights:</b> Whelen LED 18-diodes with chrome flange MX80EHZA, 2-banks of four (4) lights switched separately with Hi/Lo functions; <b>1-bank of TWO (2) lights centered over cot (due to UV-C light)</b>, switched separately with Hi/Lo functions.</p>
1	99-3723	<p><b>Lighting: UV-C Disinfection Light.</b> Install a UV-C ADU-160 Disinfection light in ceiling (may require deleting a dome light depending on model and location in ceiling). Will require a special roof-see engineering print. Locate the control module (push button timers) for the light on the right hand wall of the #3 Compartment up high and close to the door opening, as per prints. All patient area doors to be wired to control board so that light does not activate with door open. Wire to operate on 125VAC power from Shoreline Only. Install in ceiling above the cot as per print. Install with EVS Trim pad.</p> <p>LOCATE: Per print</p>
1	STD	<b>Action Area Light:</b> 12 VDC LED light, with On/Off switch on rear control panel
1	STD	<b>USB Port:</b> Vanner VSS-USB dual port 2Amp mounted on A/A wall
1	99-0617 MODIFIED for red cover	<p>Electrical: Shoreline, 125VAC, 20-Amp, Kussmaul SUPER Auto Eject P/N: 091-55-20-120 side wired with hinged, RED COVER, weatherproof cover, Located above Compartment #2 on Streetside. Will have to be mounted on a Kussmaul Stainless Steel E-Z mounting plate P/N: 091-185-009 with green indicator light for ease of access. Mating Connector to be shipped loose. ILOS</p>
1	99-3396	<p>Electrical: Shoreline, 125VAC, 20-Amp, Kussmaul SUPER Auto Eject weatherproof cover to be RED, ILOS Yellow.</p>
1	STD	<p><b>Switch, Momentary Disable:</b> For Scene/Load Lights. (1) Located on Curbside Wall in 4-position plastic bezel: MX01507. (1) Located on Rear Curbside wall in standardized position, no bezel required, vertical S.S. trim is punched for switch.</p> <p><b>NOTE: S.S. VERTICAL PANEL AT REAR ENTRY DOOR TO BE PUNCHED FOR 4-HOLE VERTICAL SWITCH PANEL ILOS 3-HOLE.</b></p>
1	99-3359	<p><b>Switching: (4) ON/OFF/ON Momentary switches - (2) "High / Left Dome / Low" PN: MX09322 and (2) "High / Right / Dome Low" PN: MX09323 to achieve Hi / Low 3-way switching.</b> Locate (2) in the existing action area Positron switch panel ILOS and (2) in Positron switch panel location on the curbside wall IATS. Requires (2) 3-way switching modules PN: MX1045MX from Positron.</p>
1	99-2353	<p><b>Switching: Four switches in vertical panel at the rear curbside door require an optional Positron 4-switch plate PN: MX01578 and rear curbside stainless steel trim PN: 33-10-5624 ILOS three switch vertical panel.</b></p>



1	STD	<b>Timer:</b> 5-minute check-out, wired to CS High mode dome lights
2	99-0550-M MODIFIED for 5 Min Timer	<b>Switch:</b> Momentary, <b>WIRE FOR 5 MINUTE ILO 15-Minute Timer for Dome Lights.</b> Located in Positron switch panel in standardized position on Curbside Wall <b>AND ONE IN PANEL BY REAR ENTRY DOOR CURBSIDE AT BOTTOM OF 4-SWITCH PANEL.</b> (PNs:MX09150 switch, MX09151 Timer). <b>NOTE: WIRE BOTH FOR 5 MINS</b>
1	400160	<b>Inverter:</b> Vanner LSC12-1100- 1100watt with 3-Stage 55Amp battery charger, 20Amp power supply and built in GFI. Remote controlled with switch in the rear switch panel. (This option deletes the GFI in the A/A wall). ILOS <b>NOTE: OPTION 99-1955 IS REQUIRED WHEN ANY INVERTER IS MOUNTED IN ANY BULKHEAD or INTERIOR ENCLOSED CABINET. OPTION 99-2899 DUAL FANS REQUIRED ON RP-90ES and 150 MODELS. (N/A on P/T RP90 models and Transits)</b> <b>Location:</b> Compt. #5 - EXTERIOR COMPARTMENT BELOW ALS ON FLOOR LEFT SIDE (REF 21-M1250)
1	99-2369	<b>Electrical: Prewire, Move Inverter pre-wire, suction pump and battery charger from compartment #2 to compartment #5 below the ALS.</b>
1	MODIFIED	<b>Breaker Box:</b> 125 VAC w/20-Amp Breaker located <b>#5 UNDER THE ALS ON RIGHT HAND WALL.</b> GFI receptacle located on the Action Area wall.
3	STD	<b>12 VDC Outlets:</b> (1) in Action Area, (1) in ALS Cabinet, (1) in 2nd Action Area
3	STD	<b>125 VAC Outlets:</b> Duplex, located (1) in Action Area, (1) in ALS, (1) in 2nd Action Area
1	MODIFIED	<b>Rear Switch Panel:</b> Engraved black plastic panel with (10) LED lighted switch positions for Dome Lights (3), Vacuum (1), Vent (1), A.A. Light (1), Inverter (1), Elec. O2 (1), <b>Mod Disconnect (1)</b> , Spare switches and digital clock w/Mode Buttons. MX01517.
1	99-0284	<b>Switching:</b> (2) Module Disconnect with Red Bezel, 3-Way "ON/ON" switches P/N: MX09174 located in (1) in rear switch panel IATS and (1) in front switch panel ILOS. Locate in the far right hand blank switch position on rear switch panel. Requires three additional wires from front console to rear console. Switches will not have an off position.
1	STD	<b>Electrical Cabinet:</b> Located over pass-through with latching, recessed, vented door
1	99-0452	<b>Electrical: Clock, Intellitec, Digital Emergency Timer 00-00775-100.</b> <b>Must Specify Location:</b> on wall over foot end of bench up high
1	99-2800	<b>Intercom System: Fire Com 5100D Digital Intercom System.</b> <b>Includes:</b> -(2) UH-51 Under the Helmet Wired Headset and (1) UH-52 Push Intercom Under the Helmet Wired Headset. -5100D Intercom Radio. -(3) Hanger hooks. -(1) Motorola cable and (1) extension cable. The wireless base station and 5100D intercom interface will be located in the electrical cabinet. There will be a connecting cable from base to a Motorola radio head that will be located in the console (installed after delivery). Two headsets (one UH-51 for driver and one UH-52 for passenger) will be located in the cab with hooks and one UH-51 located in the P/T area below the HVAC with hook. -(2) Hanging hooks will be installed on cab wall over inboard shoulder of driver and passenger. (1) Hanging hook will be installed on side of ALS below the HVAC cabinet, approximately 1.5" down from cabinet- see quote
2	99-2606	<b>Flashlight: Streamlight, (1) PolyStinger LED smart charge flashlight with 12VDC charger holder, PN 76112.</b> <b>LOCATION:</b> (1) on each side of the console at the very back, mounted lens facing up.
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	<b>05-</b>	<b>Warning Lights &amp; Sirens</b>



1	99-2608 MODIFIED	<p>Lights: Warning, Whelen Emergency, "Low Power" Mode at 25% Activation Circuitry for FRONT AND REAR WALL Whelen M-series LEDs, including wiring, relay, breaker and switch on Front Console. Mode activation produces low light output for fog or snow conditions. Momentary switch labeled "Low Power Emerg Lts", - PN: MX09301, will reset with master switch off and then turned back on.</p> <p>NOTE: Lights need to be constant power. (do not delete flasher)</p> <p>NOTE: WIRE NERM MODE TO THE FRONT AND REAR WALL WARNING LIGHTS ONLY.</p>
1	99-1358 MODIFIED	<p>Lights: Warning, Whelen M-Series LED EMERGENCY Lighting Package ILOS Whelen LED warning Package- Ford, Chevy Type III MSV-II and Ford and Dodge Type I - MSV-II Models ONLY.</p> <p>NOTE: Does not include LED Scene or Load Lights.</p> <p>All LED lights shall have CLEAR Lenses. All emergency and scene lighting shall have chrome flanges in standard locations.</p> <p><u>Front of Body:</u> Add (6) M9 Whelen LEDs- Specify pattern by LED Color (4) Red, (1) 7x3 Strobe, (2) White: Configured R/W/R/7X3 STROBE/R/W/R. (SEE OPTION BELOW FOR 7x3). Inner (4) flash independently on Light Bar switch on front console.</p> <p><u>Sides of Body:</u> (4) M9 Red LEDs: (2) each side in upper corners.</p> <p><u>Rear of Body:</u> (4) Whelen M-Series Red LEDs: (2) in upper outboard corners, (2) Mid-Body - WIRE MID-BODY AS WARNING ONLY, (1) Whelen M-Series Amber LED in the center position over the rear doors.</p> <p><u>Brake, Turn &amp; Back-Up Lights:</u> M9 ILOS M6- Note: See Option in taillight section for M9 lights.</p> <p><u>Lights, Warning, Intersection Lights:</u> (2) M7 Red LEDs on Front Fenders; (2) M7 Red/White LEDs above rear Wheel Wells- wired to Pri/Sec Modes (SEE OPTION BELOW FOR RED/WHITE LEDS)</p>
2	99-0964	Lights: Warning, (1) Whelen M7 Series Super-LED M7DC Red/White LED with chrome flange, ILOS M7RC Red LED over rear wheels in M Series option package.
2	MODIFIED	Lights, Warning, Grille: LINZ6R Red LED w/clear lenses & chrome flanges on center grille bar NOTE: GRILLE LIGHTS TO BURN STEADY RED
2	99-0670	Lights: Warning, Grille, (1) Whelen LINZ6C Clear Super-LED & chrome flange on center grille bar, IATS Specify Location: FLASH IN STANDARD FLASH PATTERN
6	99-0700	Lights: Scene/Load, Whelen M9 Linear Super-LED® Surface Mount M9LZC with chrome flange M9FC- ILOS Halogen Specify Locations: (2) EACH SIDE OF BODY AND (2) ON REAR OF BODY
1	STD	Flasher: Dual mode flasher for Warning Light system, Vanner 9860GCPE
2	STD	Siren Speakers: dual 100 Watt drivers mounted behind the front grille
1	99-2009	Siren: Whelen 295HFSA7 Remote Dual Siren Amplifier, with Flush Mount Control Head, Meets CA Title 13, ILOS Whelen 295SLSA1 - Order MX01436 front switch panel for correct siren cut-out. NOTE: Turned vertically and positioned to the left of the front switch panel on the console. See Console print.
1	99-0354-FF	Siren: Whelen Low Frequency "Howler" with HWLRB22 brackets for Ford F-Series. NOTE: Includes (2) Speakers. NOTE: switch located in front switch panel to the right of the siren/horn switch.

1	99-3516	Opticom/Emitter: Warning, Tomar Emitter T792HL-R: Opti-Com TM compatible, programmable coded emitter with SAE J1708 port and separate remote mounted 3x7 rectangular light head. Center position in front of body with chrome flange, <u>ILOS Center white 9x7 light head</u> . Includes control cable, lamp, waterproof connectors, control switch and indicator. Must be wired/programmed to deactivate in park/neutral. NOTE: For use on Mods only- Requires special front wall cut-out. NOTE: OPTICOM SWITCH WILL BE LOCATED IN VERY TOP OF CONSOLE IN HOLE PROVIDED.
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	<b>06-</b>	<b>Oxygen, Vacuum &amp; Miscellaneous Items</b>
3	STD	<b>Oxygen Outlets:</b> Quick-connect style, (2) in Action Area, (1) over Squad Bench
1	600100	<b>Oxygen: O2 Outlets, Single OHMEDA Z-QD0101MO outlet, IATS</b> Specify Location(s): CEILING per print
1	99-0966	<b>Oxygen: Amico, Digital Contents Monitor with Manual By-Pass and switch on A/A panel ILOS Electric O2, Deletes standard regulator</b>
1	MODIFIED	<b>Suction Aspirator System:</b> SSCOR disposable container mounted on Action Area, w/SSCOR gauge and quick-connect; SSCOR vacuum pump mounted in Compartment #5 (below ALS) on right side of floor.
1	STD	<b>Oxygen Cylinder Retention:</b> Universal for "M" or "H" cylinder, steel w/3-spring buckle straps and top collar, powder-coated Safety Yellow color- in Compartment #1.
2	99-1667	<b>Oxygen: O2 Cylinder Mount, (1) CPI OA1201-D-1 strapless oxygen bottle holder with mounting plate, for (1) "D" cylinder.</b> SPECIFY LOCATION: Back wall of compt. #1, stacked per tub print from option in body section. Will be located high on wall to allow for airway bag storage below bottom bracket. Reference previous units : 21-M1250
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	<b>07-</b>	<b>AC / Heat</b>
1	99-3839	<b>HVAC System:</b> Spheros PN: 11149690A High capacity, horizontal blow combination Heat-AC system with an underbody mounted external condenser, inline booster pump to enhance the rear heater performance and a digital thermostat control in Action Area. The evaporator unit will be mounted in the front bulkhead.
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	<b>08-</b>	<b>Cabinets, Hardware &amp; Miscellaneous Items</b>
1	STD	<b>Main Streetside Wall Cabinets:</b> Specify desired configuration-
1	OPT	<b>Streetside Cabinet Configuration shall include a CPR Seat with Pro-4 seat belt system. The seat belt system shall include a custom contoured seat back, a single click Pro-4 seat belt, custom pads on the upper straps for shoulder comfort and a heat embossed Medix LOGO at the head area. There shall be a 2nd Action Area, which includes (1) 125VAC and (1) 12VDC outlet, located aft of the CPR seating area.</b>
1	99-1072 MODIFIED	<b>Cabinets: Main Cabinet Wall, Reconfigure Streetside Cabinet Wall to eliminate the two (2) angled cabinets fore and aft of the CPR seat. The 2nd action area will be 22"w x 10.5"h. The CPR seat will be widened to 32" shifting forward and eliminating the recessed suction. This will reduce forward action area countertop and overhead cabinet. The overhead cabinet fore and aft of the CPR seat will be squared off eliminating the angled cabinets. The upper rear cabinet will be flush with the face of the streetside cabinet wall. Note: do not order standard seat pad, it is wider now.</b>

1	99-2362	<b>Cabinet: Additional above 2nd A/A w/ Flip-up Acrylic door, (2) constant torque hinges and a single non-locking SouthCo latch. This cabinet to have (1) adj. shelf also.</b> <b>NOTE: This will shrink the height of the 2nd action area - customer only requires approx. 10.5" minimum in height from below this cabinet to the countertop.</b>
	<b>MODIFIED</b>	<b>Main Wall Cabinets:</b> aisle-facing Cabinets will have (1) adjustable laminated wood shelf in each and sliding polycarbonate doors with full height extruded handles. <b>DELETE STANDARD Recessed cabinet for suction aspirator container.</b> Stainless steel trim on lower face. See Prints for Configuration.
1	<b>MODIFIED</b>	<b>Action Area Overhead Cabinet:</b> Full-height and depth aisle-facing cabinet w/sliding Lexan doors and full height extruded handles. <b>NOTE: Cabinet to extend full width of 1st Action Area.</b>
1	<b>MODIFIED</b>	<b>Action Area and Switch Panel:</b> Laminated, sealed countertop and vertical panel with <b>Suction system collection cannister, Vacuum gauge &amp; Vac outlet, (2) Oxygen outlets, (1) Digital Contents Gauge w/O2 Bypass, (1) USB, (1) 12VDC Outlet, and (1) 125VAC Outlet.</b> <u>Switch panel includes (10) switch positions, Thermostat and digital clock w/Mode Buttons.</u>
	<b>STD</b>	<b>Countertop: 1st / 2nd action area - Corian material overhanging cabinet edge w/ accent color lips.</b> <b>-Main color: Grey</b> <b>-Accent lip color: Black</b>
1	<b>MODIFIED</b>	<b>CPR Seat, 2nd Action Area:</b> CPR seat with hinged, latching lid, storage under seat with TriMark latch, EVS formed back rest and seat cushion; 2nd Action Area with (1) 12VDC outlet, (1) 125VAC outlet <b>NOTE: 2nd action area to be 22"W x 10.5"H.</b>
1	99-2361	<b>Cabinet: Drawers, (2) ALUMINUM build pull-out with HD Keyline slides - side by side below the Action Area countertop. Drawers will have with inside dimensions: 10"W x 3"H x 17"D and (1) non-locking, LifeDefender latches on each face. Requires offset in compartment #2 tub, see option in body section for special tub.</b> <b>NOTE: Drawers to be aluminum build - see print 33-103729.</b>
1	99-0438 <b>MODIFIED FOR LATCH</b>	<b>Cabinets: Interior Access above 1/2 Compartment #3. Cabinet to have dual 1/2" Acrylic, hinged doors with <u>SINGLE</u> non-locking, 2" round Southco stainless steel latches on each door, (1) adjustable shelf.</b> <b>NOTE: CUSTOMER REQUIRES LATCHES TO BE AT BOTTOM OF ACRYLIC DOORS PER PREVIOUS UNITS-different acrylic doors!!</b>
1	99-0720	<b>Cabinets: Shelf, Adjustable, (1) 3/4" Plywood shelf mounted in an interior cabinet where there is an existing shelf. IATS</b> <b>SPECIFY LOCATION: Cabinet F above compt. #3 - total of two shelves there</b>
1	<b>STD</b>	<b>Sharps/Waste Tilt-Out Cabinet:</b> Below 2nd Action Area with non-locking Austin LifeDefender latch.
1	<b>MODIFIED</b>	<b>Front Bulkhead Cabinets:</b> Electrical Cabinet located above Tech Seat w/round SouthCo <b>LOCKING</b> vented door; HVAC cabinet and filtered air return above cabin-module connection.
2	<b>MODIFIED</b>	<b>Pass-Thru Cabinets:</b> Upper cabinet- general storage with (1) hinged, <b>LOCKING</b> door and (1) LifeDefender latch on the door. <b>DELETE STANDARD Lower cabinet access/door - WILL BE PART OF CUSTOM ALS/PASS THRU AREA, SEE OPTIONS BELOW.</b>
2	800230	<b>Latches: SouthCo 2" Round, Metal, Locking- ILOS each</b> <b>NOTE: Non-Storage or Content Less than 5lbs.</b> <b>Specify Location(s): (1) on the electrical cabinet door</b>

1	quoted line item	Price to add cargo nets over: (1) at Bottom section of ALS opening; (1) Over opening of R cabinet and (1) Over opening of cabinet behind tech seat. NOTE: Openings to these three cabinets may require adjustments for net install. **New bid options will be required with correct wording and incorporating this price into affected options.
1	99-0684	Cabinets: Shelf, Fixed, Below pass-through window, 3/4" Plywood shelf mounted below the bulkhead Pass-Through window. The fixed shelf will have a Solid Surface countertop (standard lip on the one edge facing rear doors). The shelf to be 16" Deep and extend from the bulkhead cabinets behind the tech seat over to the ALS cabinet. This Solid Surface countertop shall be the same color Solid Surface material as the Action Area countertop. NOTE: Requires the bulkhead cabinets to have special CNC configuration. NOTE: THIS IS THE TOP OF CABINET BELOW THE FIXED SHELF.
1	99-1615	Cabinet: Custom Pass-Thru Cabinet: Lower to have access cut in face of wall (behind tech. seat) - no doors. This cabinet to have (1) adj. shelf and be open to the additional pass-thru cabinet on the aisle side. (add floor covering on shelves and floor of cabinets to match floor)
1	STD	Cabinet Above ALS: Open storage w/dual 1/2" Acrylic doors w/non-locking two-point paddle latches, (1) adjustable shelf.
1	99-1578	Cabinets: ALS Cabinet and additional Pass-Thru cabinet-CUSTOM: Delete standard drawer on MSVII; Upper section will have dual 1/2" Acrylic doors w/non-locking Eberhard two-point pinch style latches and (1) adjustable shelf; Lower section will be a custom design that has an access hole at the aisle side to the added Pass-Thru cabinet, front of ALS and P/T cabinet will stay as open storage; Lower ALS will have (1) adjustable shelf only; the P/T cabinet will extend into an open cabinet "E" storage area. Add (1) adj. shelf in this center open storage area, not to extend into the lower cabinet "E", there will be a separate adjustable shelf in cabinet "E". (standard cabinet E door was deleted)- (add floor covering on shelves and floor of cabinets to match floor) (See option in body section for adding a S.S. threshold to floor of ALS on the exterior side) <u>NOTE: ALS OPENING AT INTERIOR FLOOR TO HAVE 1" LIP WITH HEAVIER TRIM THAT WILL NOT RIP OFF. DO NOT USE J-RAIL ON THIS LIP. See pictures of 21-M1250-M1252</u> NOTE: FLOORS OF CABINET "E" AND P/T CABINET TO BE EVEN WITH ALS FLOOR THROUGHOUT OPENINGS - REFERENCE PREVIOUS TRUCKS
		KKK-A-1822 Rev. F KKK-A-1822 Rev F -Change Notice 11 states in 3.11.3 (1&2) that All interior enclosed storage devices shall be tested to their rated weight capacity in accordance with the requirements of SAEJ058 . With the requested ALS compartment configuration with open shelving , the Customer hereby waives compliance with this Section of KKK-A-1822 Rev. F. 3.11.3 (CN11) Disclaimer
1	STD	Glove Box Holders: (3) w/hinged, black .125" powder-coated steel door, above curbside entry door.
1	99-0236-A	A-Bar: WITH Sharps/Waste, 15" Wide with .250" Mounting plate.
	NOTE	Position A-bar on bench so it is low enough to place a backboard on bench. Top should be able to slide off and provide room for board over the top.
1	STD	Squad Bench:
	1	Full length hinged lid w/TriMark latch for access to interior storage; Full length upholstered seat cushion
	2	2) EVS Pro-4 seat belt system seating positions. The seat belt positions shall include a custom contoured seat back, a single click Pro-4 seat belt, custom pads on the upper straps for shoulder comfort, a custom retractor for securing a secondary patient and a heat embossed Medix LOGO at the heat area.
	3	Stainless steel riser on lower face.

1	STD	<b>Cabinet, Squad Bench Overhead:</b> with (2) flip-up 1/2" Acrylic doors and Eberhard two point paddle latches with constant torque hinges.
1	99-1009	<b>Cabinets: Rear Overhead, cabinet over rear door opening split into (2) cabinets with a single flip-up 1/2" Acrylic door with (2) round SouthCo latches and Austin constant torque hinges over each opening ILOS one large opening, single door and stainless steel hinges</b>
1	99-2777	<b>Seating: EVS 1880 Child Safety Seat, (1) Technician's Seat MDX-1880S4B with 10° back. Rear facing automotive style seat to include a Pro-4 black belt system, comfort shoulder padding with heat embossed Medix LOGO at the head area of the backrest and the child safety seat system. -ILOS Pro-4 seat.</b>
1	STD	<b>Seat Base:</b> EVS SB-2 Swivel Base for EVS Technician's Seat
1	STD	<b>Assist Rail:</b> overhead off-center toward Streetside of unit.
1	800057	<b>Assist Rail: 72" - 1.25" Stainless with radius ends, Over Squad Bench- IATS</b>
3	STD	<b>Grab handles:</b> 12" x 1.25" dia. stainless steel mounted on each rear entry and curbside entry door
1	99-1553	<b>Grab Handle: (1) 12" x 1.25" Stainless w/Radius Ends and oval mounting flanges (PN: 63-07-3169) IATS,</b> <b>LOCATE: Streetside rear inside entry door on compt. #3 interior cabinet wall w/backer plate. See Print. Matches the entry door grab handle style.</b>
1	99-0309	<b>Grab Handles: (1) 18", 304 Stainless Steel, 1.25" with radius ends, IATS</b> <b>Location: Curbside rear inside rear doors on Compartment #6 interior cabinet wall w/backer plate. See Print. Matches the entry door grab handle style.</b>
1	STD	<b>Reflective Striping, Door Open Protection:</b> .50" Red reflective striping around interior door pan of all body doors.
3	Modified	<b>Reflective Striping-</b> Alternate <b>standard grade Dark Red and Lemon Yellow</b> chevron pattern on smooth aluminum kick panel- mounted on each rear entry and curbside entry door. <b>See graphics quote below</b>
		-
	<b>09-</b>	<b>Cots &amp; Miscellaneous Items</b>
1	99-1755 Modified	<b>Cot Mount: Customer Supplied, Install Ferno iNLINE 86" with long floor mount. Wire the inline UFP to 12v power only WITHOUT INTEGRATED CHARGING. Install in the Center Position.</b>
		-
	<b>10-</b>	<b>Paint &amp; Lettering</b>
1	1000082	<b>Paint: Type 1, Body and Chassis, Custom Color</b> <b>Color: American LaFrance RED</b> <b>Color Code: PPG 912371</b> <b>Configuration: Paint all of module and chassis same color.</b> <b>NOTE: Requires Paint Color and Code Prior to submitting order. Paint spray samples must be approved prior to scheduling.</b>
1	99-2363	<b>Paint: PAINT WHEELS TO MATCH BODY/CHASSIS (INCLUDES SPARE TIRE BUT NOT INNER REAR WHEELS)</b> <b><u>NOTE: Medix Paint Warranty does NOT cover the paint on the wheels.</u></b> <b>Color: American LaFrance RED</b> <b>Color Code: PPG 912371</b>
1	OPT	<b>Graphics Package:</b> <b>10" black reflective stripe installed</b> <b>2) 1/4" gold reflective pin-striping installed</b> <b>Lettering, "QRS"s, door shields and ribbons produced and installed</b> <b>(Most lettering quoted as 2 color gold reflective with a black reflective outline)</b>

	separate quote	Grayson Graphics to supply/install the <u>standard</u> grade Dark Red and Lemon Yellow reflective kickplate chevrons, ILOS red and white colors. (these standard colors will match the diamond grade colors on the rear wall)
		-
	<b>11-</b>	<b>Republic EVS</b>
1	SPL	<p>Flush mount front radio head and DEK box in center console, install 2 handheld chargers angled outward, install tablet docking station with 90* bracket spaced above front switch panel, install rear radio head above action area with speaker in upper forward corner. install radio brain in power distribution area, hook up radio interface to intercom. Install radio speaker inside console with a grill facing outward.</p> <p>FP-MXTL25M9-4 - Motorola APX / XTL 05 and DEK box face plate combo                      NMO thick roof solder connector - Solder on adjustable thick roof 3/8                      Mini UHF connector crimp - Mini UHF connector for RG58, crimp type                      DS-GTC-222-3 - Havis Docking station w/ power supply                      C-MD-207 - Havis slotted bracket for tablet mount                      C-MD-204 - Havis tilt/ swivel w/ handle                      90* aluminum extruded channel 3/4" x 18 x .125 - 6061 Aluminum 90 Degree Angle with Round Edge, 1/8"</p> <p>Speaker grille, audio interface cable, Motorola accessory pins/connector</p> <p>Ford SD vinyl seat - covers- pair - Vinyl seat covers- pair - charcoal</p>
1	SPL	<p>FERNO Package:                      INLINE 86 W/UFP MOUNT 86 inch iNLINE Fastener with Universal Floor Plate.</p> <p>PRO 28Z CHAIR COT With its specialized ZFrame™ Advanced Positioning.                      ADDED Options: PRO28Z SAE, PRO28Z TRAY, PRO28Z SX, STO-NET (LOAD FRAME PRO28Z), 28-Z FLIPOUT HNDLS, SHORT (KIT)</p>

		<b>SHIP LOOSE</b>
2	STD	<b>Fire Extinguisher:</b> (2) 5 lb- Ship Loose is Standard

<b>TOTAL ORDER</b>
--------------------

I have reviewed this Order and find it to be acceptable and ready to build.

\_\_\_\_\_ **Date:** \_\_\_\_\_  
 Customer Signature

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Product quotes are subject to change. Purchase Price will be the published price list within Quote/Order Entry System on the date of order acceptance by Company

Dealer: REPUBLIC EVS

Approved By:

Date:

Customer:

ESCONDIDO

21-M1250

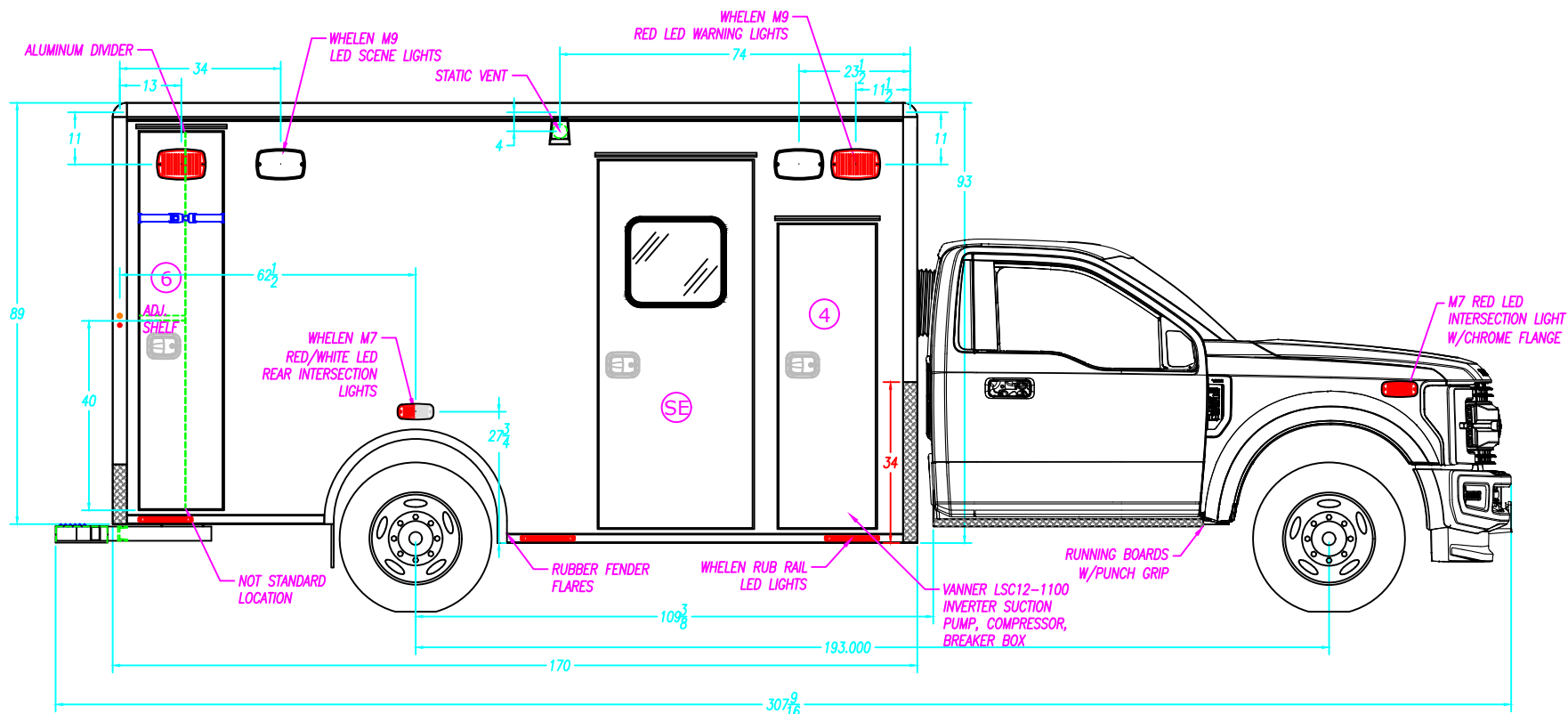
Item9.

Sheet

A

Attachment "2"

ALL WARNING, SCENE, AND TAIL LIGHTS TO HAVE CHROME BEZELS.  
ALL COMPARTMENT/ENTRY DOORS TO HAVE POWER LOCKS  
WIRE TO OEM



COMPARTMENT SIZES

NOTE: THE DIMENSIONS BELOW ARE INSIDE TUB DIMENSIONS

NO.	COMPARTMENT TYPE	WIDTH	HEIGHT	DEPTH
4	ALS COMPARTMENT	---	---	---
5	BATTERY COMPARTMENT	20 1/2"	18 1/2"	23 7/8"
6	BACK BOARD COMPARTMENT	20"	79 1/2"	22"

COMPARTMENT & ENTRY DOORS

NO.	PART NUMBER	NO.	PART NUMBER
4	33-A11398	6	33-A10784
SE	78-116138	-	---

COMPARTMENT TUBS

NO.	PART NUMBER	NO.	PART NUMBER
4	33-102298	-	---
SE	33-102648	-	---
6	33-103025	-	---

COMPARTMENT / ENTRY DOOR SIZES

NO.	COMPARTMENT / ENTRY DOOR TYPE	WIDTH	HEIGHT
4	ALS DOOR	20 1/2"	64 1/16"
5	BATTERY STORAGE DOOR	---	---
SE	SIDE ENTRY DOOR	32 1/2"	77 3/16"
6	BACK BOARD STORAGE DOOR	17 1/2"	79 3/16"

M2 170" TYPE I  
FORD F-450/550-DIESEL-193" W.B.

DESCRIPTION: CURB SIDE EXTERIOR

DRAWN BY: I.STANSBURY	DATE CREATED: 9/12/2022	SCALE: 5/16"=1'
REVISED BY: I.STANSBURY	DATE REVISED: 6/15/2023	REVISION: C

Note: Drawings are for reference only, measurements may vary from actual product.

**MEDIX** 3008 MOBILE DRIVE  
ELKHART, IN 46514  
PH: 574-266-0911  
SPECIALTY VEHICLES, INC. FAX: 574-266-6669  
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Dealer: REPUBLIC EVS

Approved By:

Date:

Customer:

ESCONDIDO

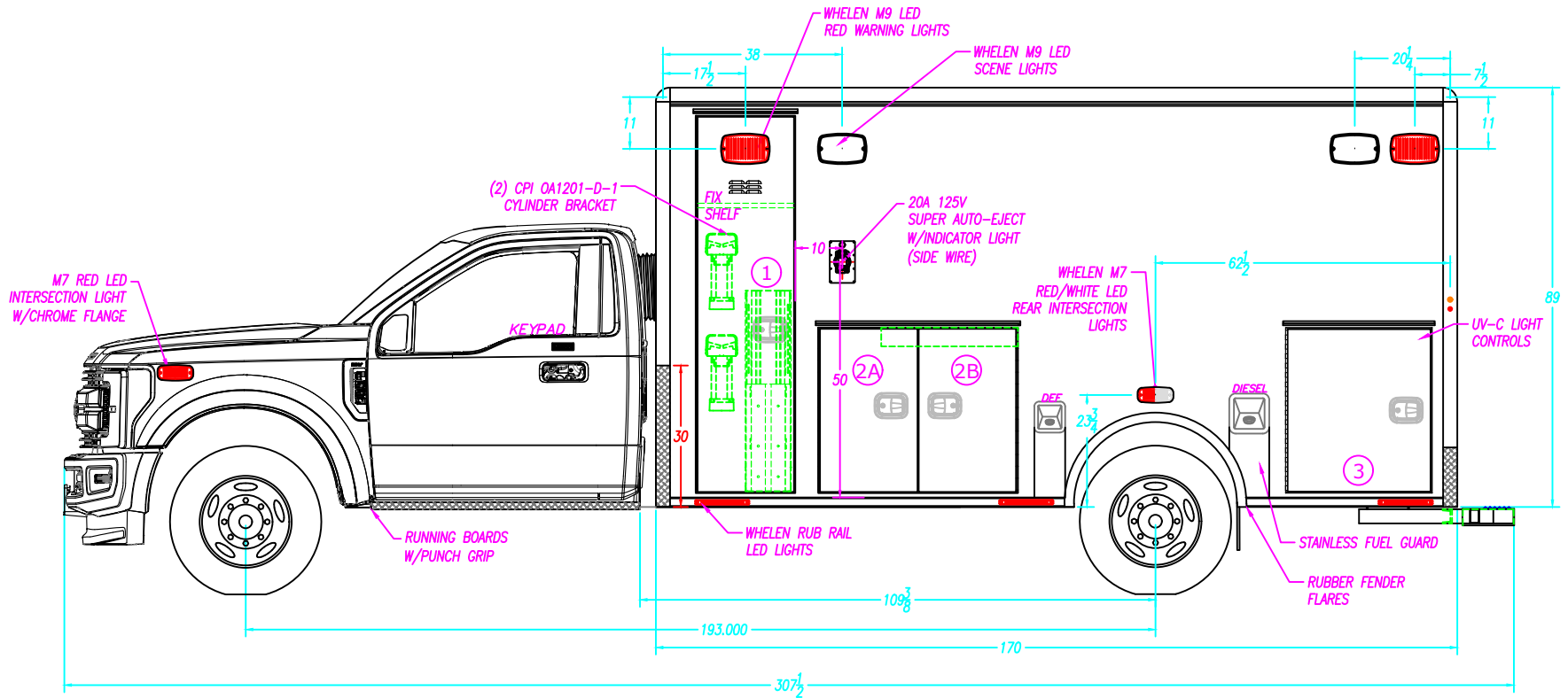
21-M1250

Item9.

Sheet  
**B**

Attachment "2"

ALL WARNING, SCENE, AND TAIL LIGHTS TO HAVE CHROME BEZELS.  
ALL COMPARTMENT/ENTRY DOORS TO HAVE POWER LOCKS  
WIRE TO OEM



COMPARTMENT SIZES

NOTE: THE DIMENSIONS BELOW ARE INSIDE TUB DIMENSIONS

NO.	COMPARTMENT TYPE	WIDTH	HEIGHT	DEPTH
1	O2 COMPARTMENT	20 1/2"	79 1/2"	18 1/2"
2	MID STORAGE COMPARTMENT	41 3/4"	34 1/2"	18 1/2"
3	REAR STORAGE COMPARTMENT	34"	34 1/2"	19 1/4"
---	---	---	---	---

COMPARTMENT & ENTRY DOORS

NO.	PART NUMBER	NO.	PARTNUMBER
1	33-A10780	3	33-A12141
2	33-A10781		

COMPARTMENT TUBS

NO.	PART NUMBER	NO.	PARTNUMBER
1	33-114641	-	---
2	33-105143	-	---
3	33-103916	-	---

COMPARTMENT / ENTRY DOOR SIZES

NO.	COMPARTMENT / ENTRY DOOR TYPE	WIDTH	HEIGHT
1	O2 STORAGE DOOR	20 1/2"	79 3/8"
2A	MID STORAGE DOOR-A	20 1/16"	34 3/8"
2B	MID STORAGE DOOR-B	20 1/16"	34 3/8"
3	REAR STORAGE DOOR	32 1/2"	34 3/8"

M2 170" TYPE I  
FORD F-450/550-DIESEL-193" W.B.

DESCRIPTION: STREET SIDE EXTERIOR

DRAWN BY: I.STANSBURY	DATE CREATED: 9/12/2022	SCALE: 5/16"=1'
REVISED BY: I.STANSBURY	DATE REVISED: 6/15/2023	REVISION: C

Note: Drawings are for reference only, measurements may vary from actual product.



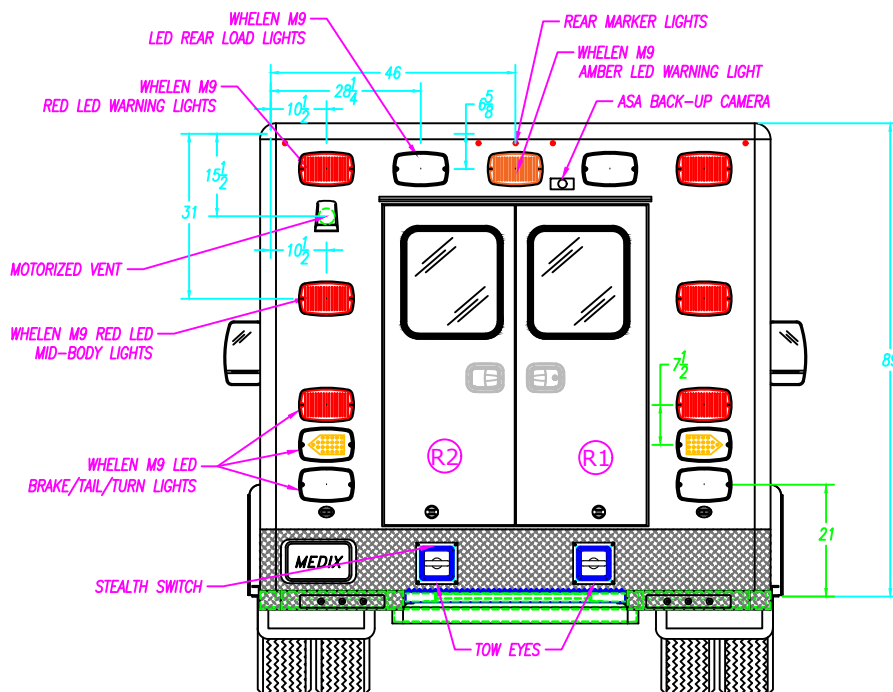
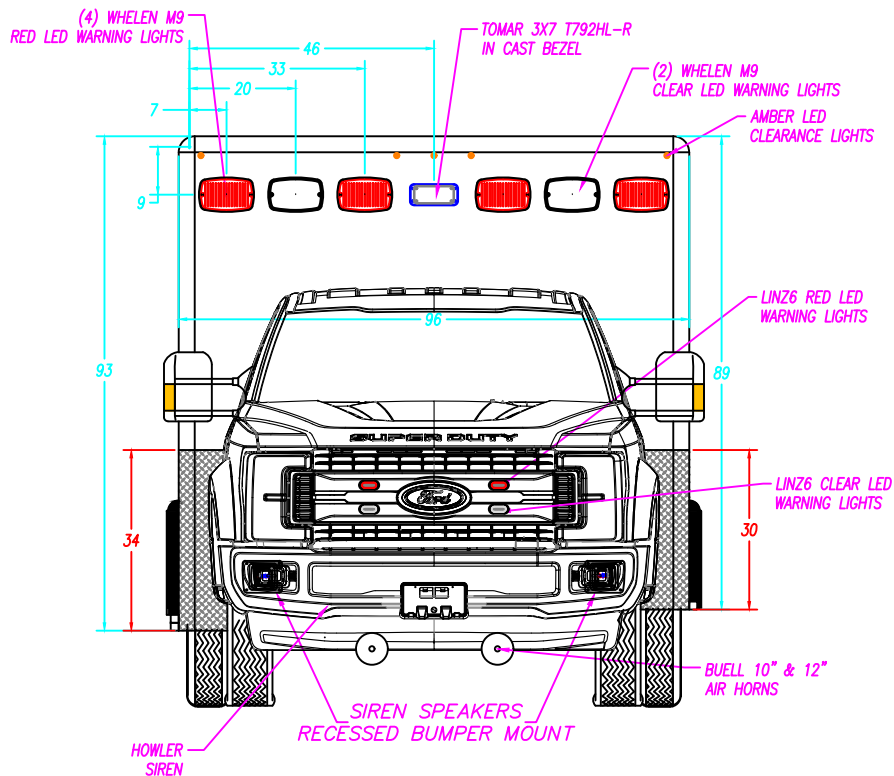
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ALL WARNING, SCENE, AND TAIL LIGHTS TO HAVE CHROME BEZELS.  
 ALL COMPARTMENT/ENTRY DOORS TO HAVE POWER LOCKS  
 WIRE TO OEM



REAR ENTRY DOOR SIZES

NO.	WIDTH	HEIGHT	PART NUMBER
RE	54"	64 1/2"	78-116135

M2 170" TYPE I FORD F-450/550-DIESEL-193" W.B.		
DESCRIPTION: FRONT & REAR EXTERIOR		
DRAWN BY: I.STANSBURY	DATE CREATED: 9/12/2022	SCALE: 5/16"=1'
REVISED BY: I.STANSBURY	DATE REVISED: 6/15/2023	REVISION: C
Note: Drawings are for reference only, measurements may vary from actual product.		



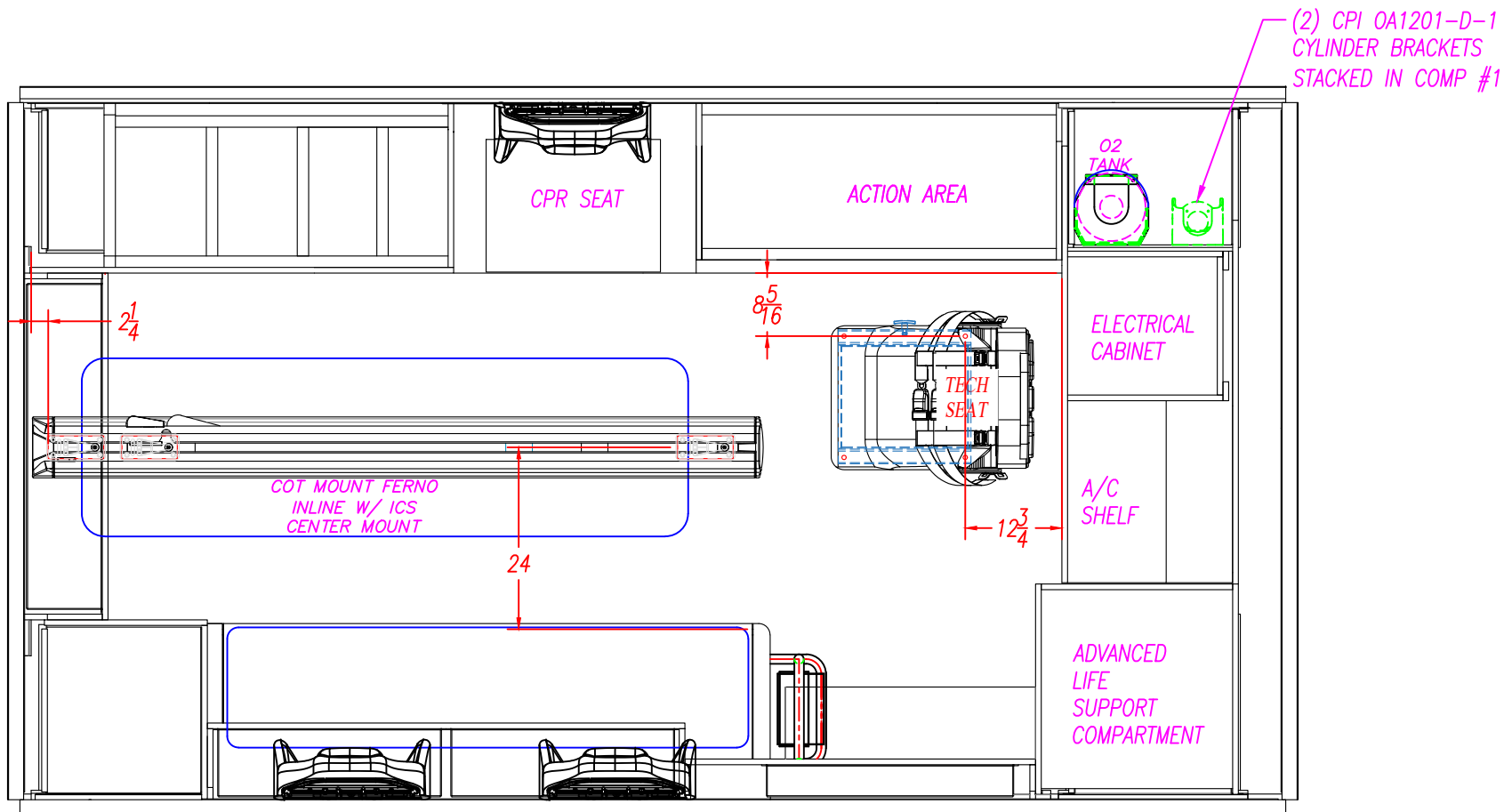
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M2 170" TYPE I  
 FORD F-450/550-DIESEL-193" W.B.

DESCRIPTION: PATIENT AREA PLAN

DRAWN BY: I.STANSBURY	DATE CREATED: 9/12/2022	SCALE: 1/2"=1'
REVISED BY: I.STANSBURY	DATE REVISED: 6/15/2023	REVISION: C

Note: Drawings are for reference only, measurements may vary from actual product.

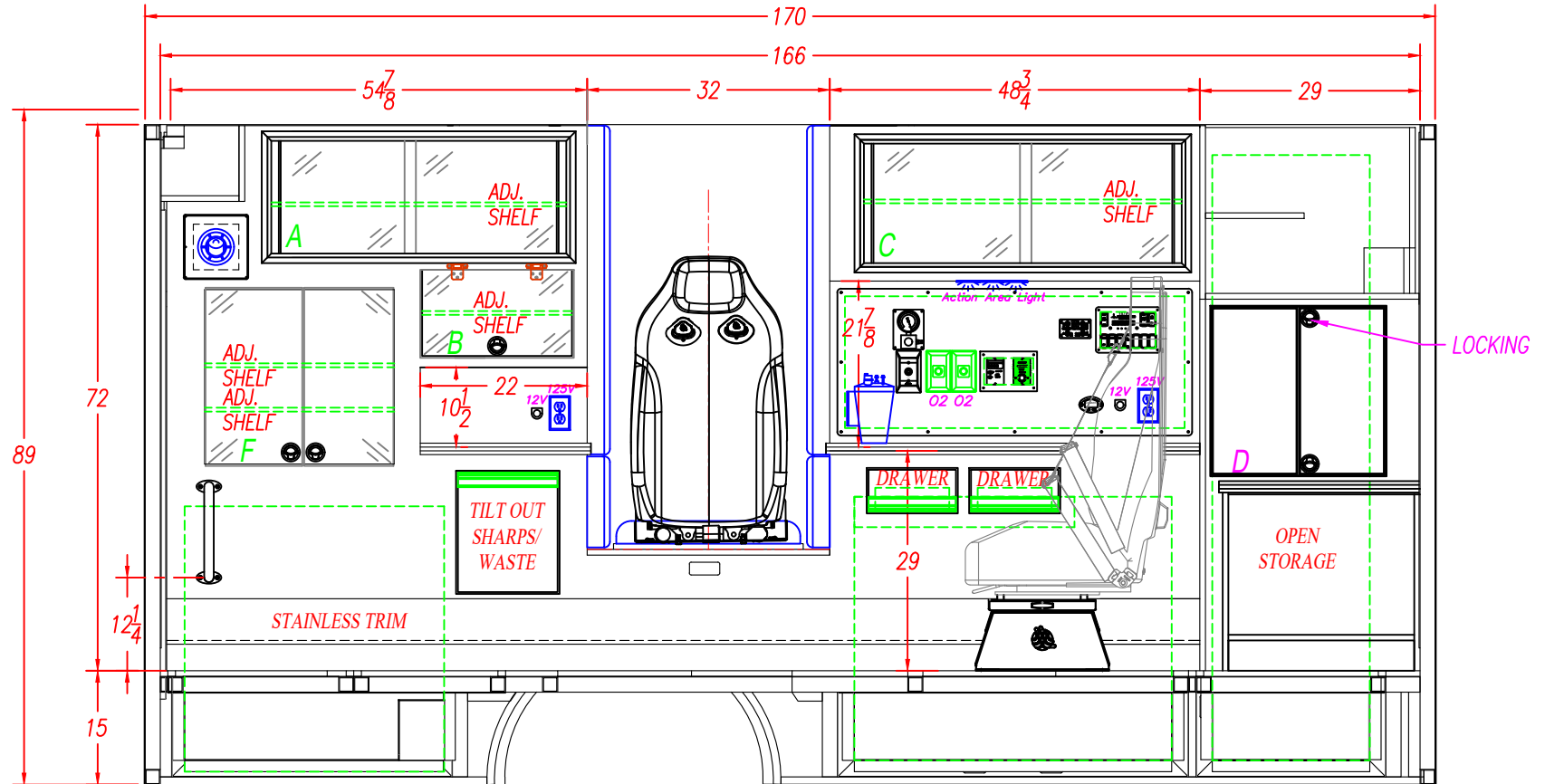


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Attachment "2"

CORIAN COUNTERTOPS IN 1ST & 2ND ACTION AREA.



INTERIOR CABINET STORAGE

ITEM	HEIGHT	WIDTH	DEPTH	PART #'S
A	12 7/8"	39 3/4"	18"	
B	11 3/8"	19 1/8"	18"	
C	15 7/8"	44 7/8"	16"	-
D	22 1/4"	23"	17 1/4"	-
F	23"	25"	18"	-

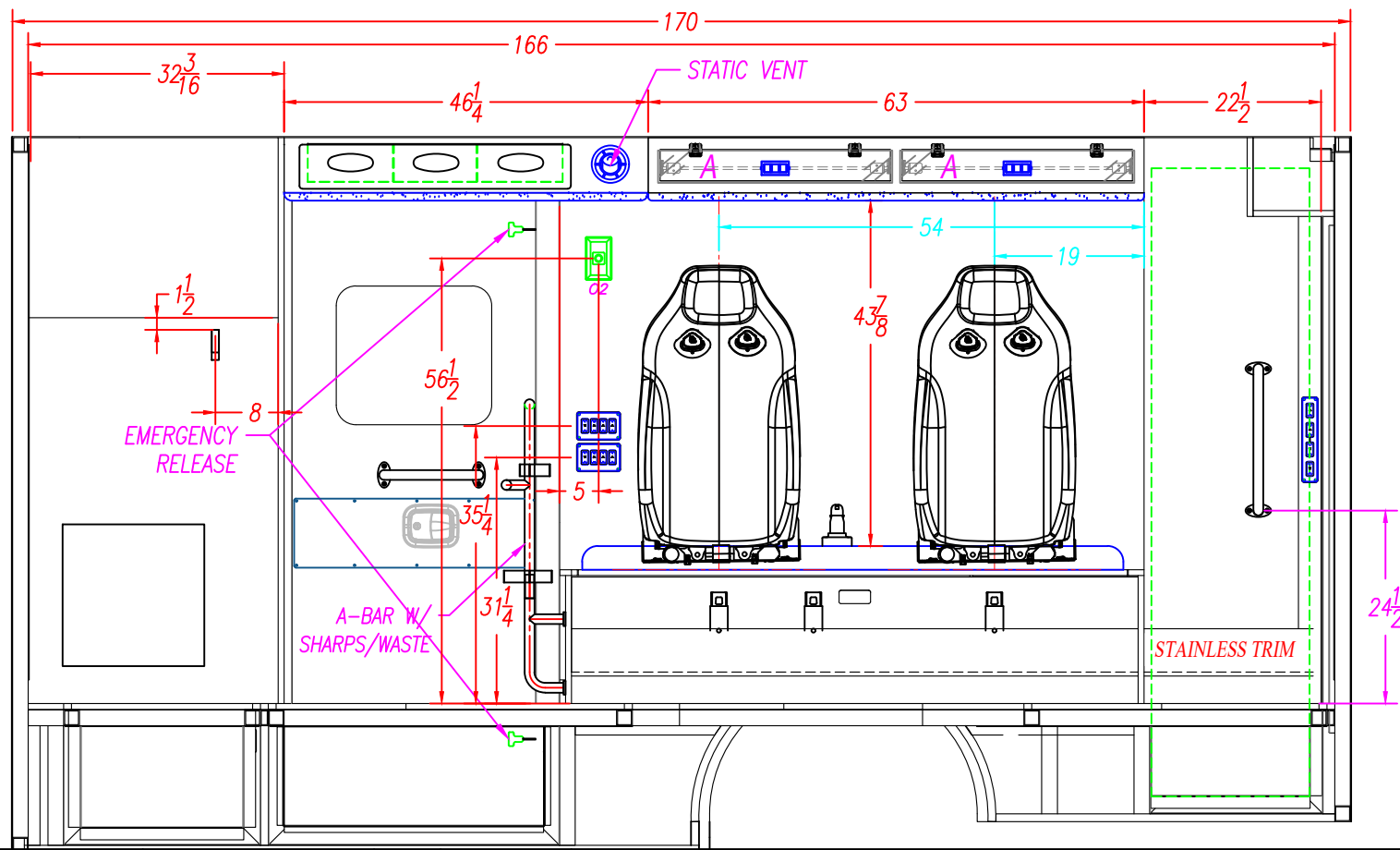
M2 170" TYPE I		
FORD F-450/550-DIESEL-193" W.B.		
DESCRIPTION: STREET SIDE INTERIOR		
DRAWN BY: I.STANSBURY	DATE CREATED: 9/12/2022	SCALE: 1/2"=1'
REVISED BY: I.STANSBURY	DATE REVISED: 6/15/2023	REVISION: C
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Attachment "2"



4" SEATBELT PLATE LOCATION

<b>WELD SHOP</b>	33	<b>INCHES</b>	NOTE: THIS DIMENSION IS FROM THE BOTTOM OF THE WALL TO THE BOTTOM OF THE 4" PLATE.			
<b>CABINET SHOP</b>	NOTE: THE HOLES FOR THE TOP SEATBELT BOLTS ARE 1 1/4" FROM THE TOP OF THE SQUAD BENCH TO THE CENTER OF THE SEATBELT BOLT. NOTE: THE HOLES FOR THE BOTTOM SEATBELT BOLTS ON THE SQUAD BENCH ARE 9 3/8" FROM THE TOP OF THE FLOOR TO THE CENTER OF THE BOLT.					
NOTE: READ THE DIMENSIONS FROM RIGHT TO LEFT AS VIEWED	THE LOCATION OF THE BOTTOM SEATBELT HOLES ARE FROM THE REAR OF THE SQUAD BENCH TO THE CENTER OF THE 1/2" HOLE	<b>BOTTOM</b>	54"	42"	19"	
	THE LOCATION OF THE TOP SEATBELT HOLES ARE FROM THE REAR WALL TO THE CENTER OF THE 1/2" HOLE	<b>TOP</b>	54"	39"	19"	

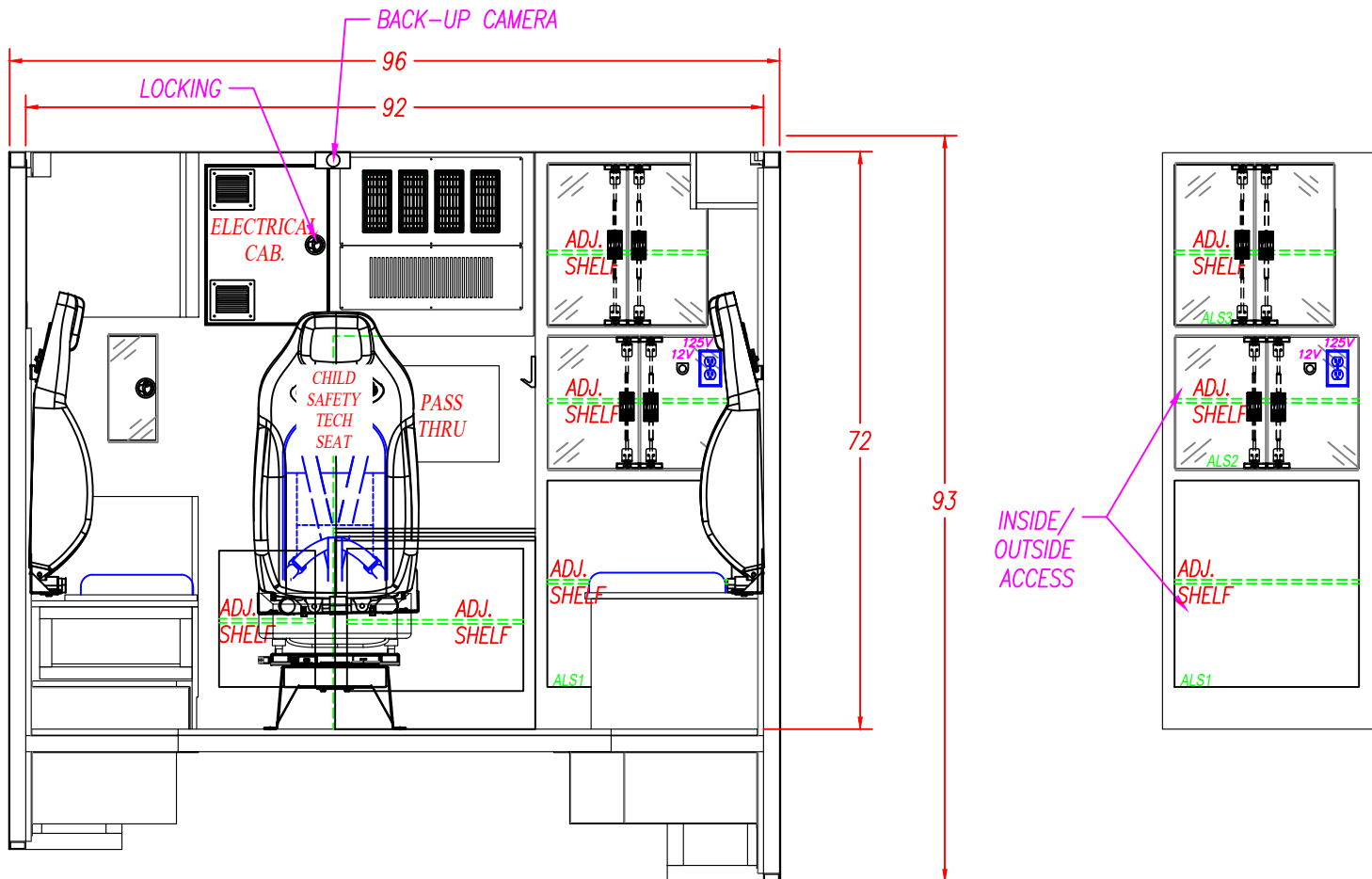
INTERIOR CABINET STORAGE				
ITEM	HEIGHT	WIDTH	DEPTH	SPECIAL NOTE
A	4"	26 1/4"	7"	
B				
C				
D				
E				
F				

M2 170" TYPE I FORD F-450/550-DIESEL-193" W.B.		
DESCRIPTION: CURB SIDE INTERIOR		
DRAWN BY: I. STANSBURY	DATE CREATED: 9/12/2022	SCALE: 1/2"=1'
REVISED BY: I. STANSBURY	DATE REVISED: 6/15/2023	REVISION: C
Note: Drawings are for reference only, measurements may vary from actual product.		

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SPECIALTY VEHICLES, INC. FAX: 574-266-6669

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INTERIOR CABINET STORAGE

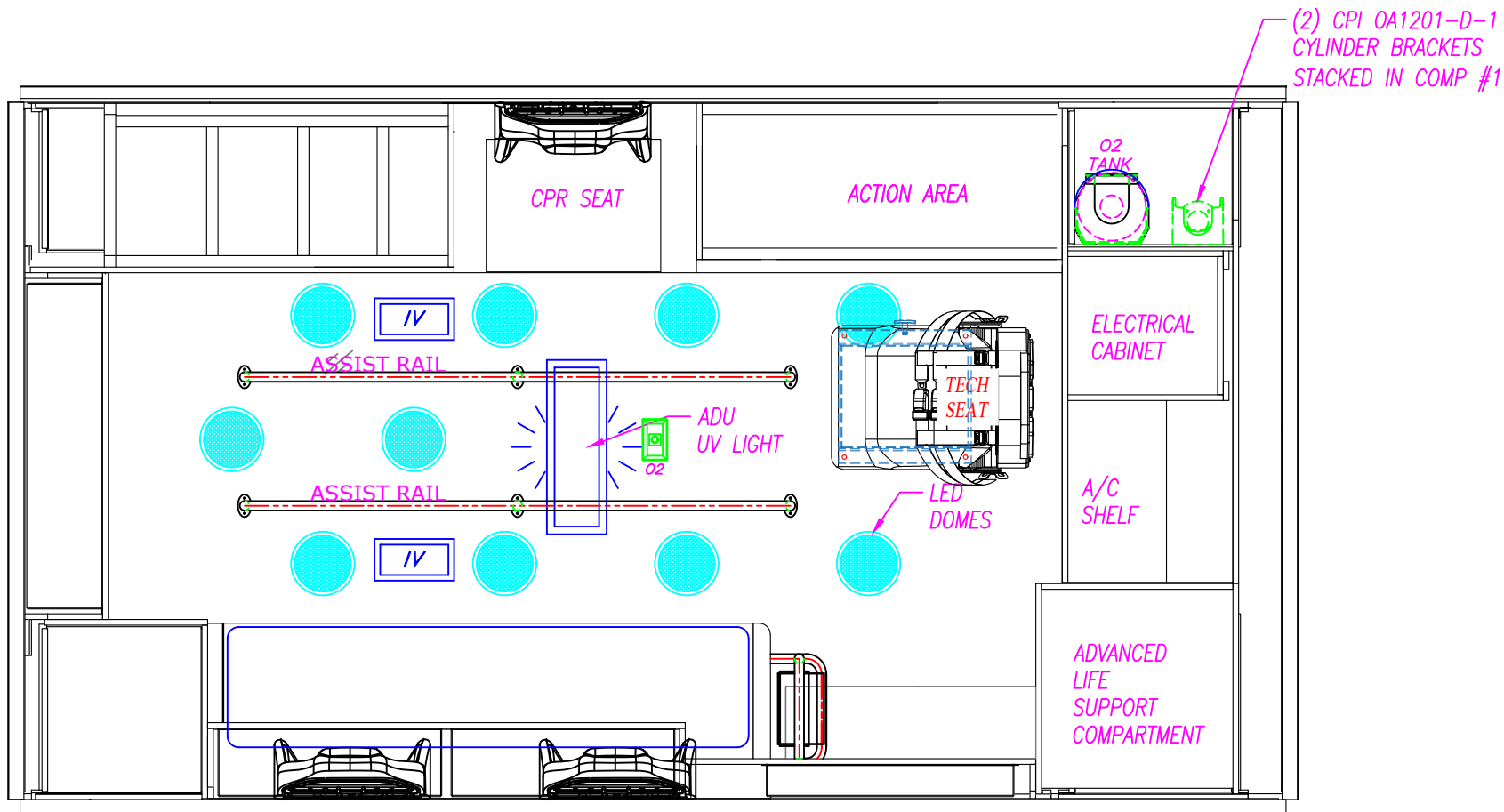
ITEM	HEIGHT	WIDTH	DEPTH	SPECIAL NOTE
ALS1	25 3/4"	23"	25 1/4"	
ALS2	16 3/8"	23"	25 1/4"	
ALS3	20"	20"	25 1/4"	

M2 170" TYPE I FORD F-450/550-DIESEL-193" W.B.		
DESCRIPTION: FRONT ELEVATION		
DRAWN BY: I. STANSBURY	DATE CREATED: 9/12/2022	SCALE: 1/2"=1'
REVISED BY: I. STANSBURY	DATE REVISED: 6/15/2023	REVISION: C
Note: Drawings are for reference only, measurements may vary from actual product.		

3008 MOBILE DRIVE  
ELKHART, IN 46514  
PH: 574-266-0911  
FAX: 574-266-6669

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M2 170" TYPE I  
FORD F-450/550-DIESEL-193" W.B.

DESCRIPTION: CEILING LAYOUT

DRAWN BY: I. STANSBURY	DATE CREATED: 9/12/2022	SCALE: 1/2"=1'
REVISED BY: I. STANSBURY	DATE REVISED: 6/15/2023	REVISION: C

Note: Drawings are for reference only, measurements may vary from actual product.



3008 MOBILE DRIVE  
ELKHART, IN 46514  
PH: 574-266-0911  
FAX: 574-266-6669

"LET US SHOW YOU THE MEDIX DIFFERENCE"  
WWW.MEDIXAMBULANCE.COM

Dealer: REPUBLIC EVS

Approved By:

Date:

Customer:

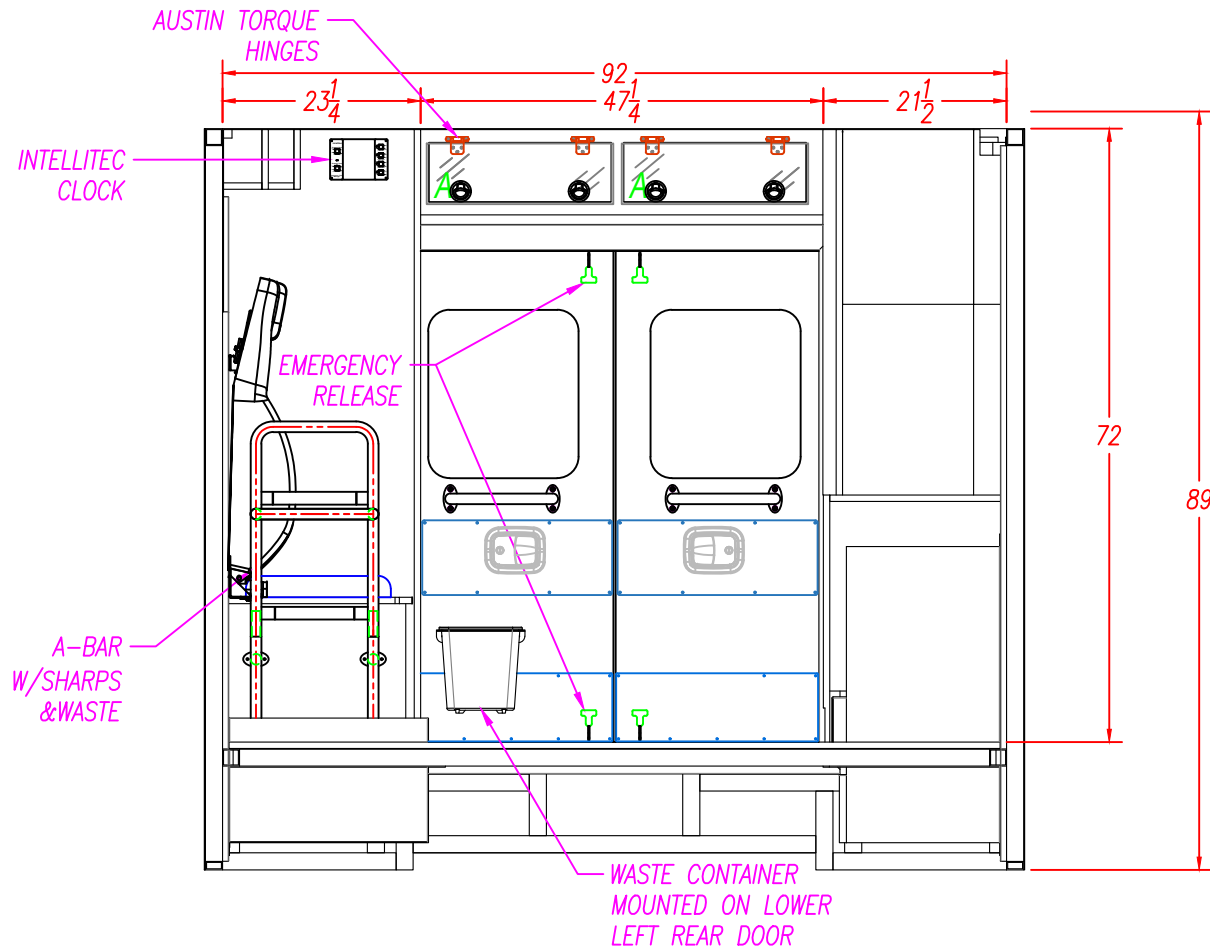
ESCONDIDO

21-M1250

Item9.

Sheet

Attachment "2"



INTERIOR CABINET STORAGE

ITEM	HEIGHT	WIDTH	DEPTH	SPECIAL NOTE
A	8 1/2"	20 3/8"	7 1/4"	
B				
C				
D				
E				
F				

M2 170" TYPE I		
FORD F-450/550-DIESEL-193" W.B.		
DESCRIPTION: REAR ELEVATION		
DRAWN BY: I.STANSBURY	DATE CREATED: 9/12/2022	SCALE: 1/2"=1'
REVISED BY: I.STANSBURY	DATE REVISED: 6/15/2023	REVISION: C
Note: Drawings are for reference only, measurements may vary from actual product.		

**MEDIX** 3008 MOBILE DRIVE  
ELKHART, IN 46514  
PH: 574-266-0911  
SPECIALTY VEHICLES, INC. FAX: 574-266-6669

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WWW.MEDIXAMBULANCE.COM

88



# BUDGET ADJUSTMENT REQUEST

Department:	Public Works/Fleet Services	<b><u>For Finance Use Only</u></b>  BA # _____  Fiscal Year _____
Department Contact:	Jeremiah Jennings	
City Council Meeting Date: <i>(attach staff report)</i>	12/4/2024	

**EXPLANATION OF REQUEST**

Request use of \$157,752.18 from the Paramedic Services Capital Replacement Fund to cover the difference needed to purchase 3 Medix Ambulances to support paramedic services. The purchase total is \$1,117,752.18 with \$960,000.00 previously approved for this purchase in the FY 25' Fleet Budget.

**BUDGET ADJUSTMENT INFORMATION**

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
3 Medix Ambulances- portion funded by Paramedic Services Capital Fund	<b>5208-653-715</b>	<b>157,752.18</b>	
Transfer In - Fleet Capital Outlay	<b>4999-652</b>	<b>157,752.18</b>	
Transfer Out – General Fund	<b>5999-001</b>	<b>157,752.18</b>	

**APPROVALS**

Signed by:  11/26/2024 <small>4EBB3669BFCD4D4...</small>	DocuSigned by:  11/26/2024 <small>99A33925FA6B449...</small>		
<b>DEPARTMENT HEAD</b>	<b>DATE</b>	<b>FINANCE</b>	<b>DATE</b>





# STAFF REPORT

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December 04, 2024  
File Number 0430-80

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**SUBJECT**

**BUDGET ADJUSTMENT FOR RECEIPT OF EARL FUNK DONATION**

**DEPARTMENT**

Community Services

**RECOMMENDATION**

Request the City Council authorize a budget adjustment for receipt of \$30,000 from the Earl Funk donation for the Park Avenue Community Center.

Staff Recommendation: Approval (Community Services: Jennifer Schoeneck, Director of Economic Development)

Presenter: Robert Rhoades, Assistant Director of Community Services

**ESSENTIAL SERVICE – No**

**COUNCIL PRIORITY –**

**FISCAL ANALYSIS**

The City of Escondido Park Avenue Community Center received three \$10,000 donations for the purchase of outdoor dining tables and chairs as well as other items to support senior programming and equipment needs.

**PREVIOUS ACTION**

None

**BACKGROUND**

On October 1, 2022, the Park Avenue Community Center, home of the Escondido Senior Center, received a \$10,000 from Earl Funk for the purchase of outdoor dining tables to complement, at the time, the newly installed shade structure in the courtyard, adjacent to the Nutrition Building. Noting that the funding may be inadequate for the full number of tables and chairs, Mr. Funk donated an additional \$10,000. As identified in Attachments “2” and “3” and in accordance with the Finance Department guidelines, the City Manager accepted these individual donations.



# CITY of ESCONDIDO

## STAFF REPORT

Later that year, Mr. Funk continued with his generosity by donating another \$10,000 in support of the Park Avenue Community Center programs and equipment. The City Manager again accepted the donation as noted in Attachment "4".

In order for these donations to be properly budgeted and expended, staff is requesting the City Council approve a \$30,000 budget adjustment (Attachment "1").

### ATTACHMENTS

- a) Attachment "1" - Budget Adjustment
- b) Attachment "2" - Earl Funk Donation Form 1
- c) Attachment "3" - Earl Funk Donation Form 2
- d) Attachment "4" - Earl Funk Donation Form 3



# BUDGET ADJUSTMENT REQUEST

Department:	Community Services	<b><u>For Finance Use Only</u></b>  BA # _____  Fiscal Year _____
Department Contact:	Robert Rhoades	
City Council Meeting Date: <i>(attach staff report)</i>	12/04/2024	

**EXPLANATION OF REQUEST**

To be able to expend the funds donated (\$30,000 in \$10,000 increments) to the City by Earl Funk for the purpose of supporting the Park Avenue Community Center, home of the Escondido Senior Center, in the form of outdoor dining tables and chairs as well as other items that support senior programming.

**BUDGET ADJUSTMENT INFORMATION**

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Miscellaneous Agencies	<b>401-4121</b>	<b>\$30,000</b>	
Earl F. Donation for PACC	<b>401-449301</b>	<b>\$30,000</b>	

**APPROVALS**

Signed by:  AE72519CBA5445D...	DocuSigned by:  99A33925FA6B449...
11/20/2024	11/19/2024
<b>DEPARTMENT HEAD</b>	<b>DATE</b>
<b>FINANCE</b>	<b>DATE</b>

**CITY OF ESCONDIDO  
DONATION ACCEPTANCE FORM**

Date:	10/1/22	Value of Donation:	\$10,000
Department Contact:	Jilaine Hernandez	Name of Donor:	Earl Funk
Department Receiving Donation:	Community Services/Older Adult	Address:	210 E Park Ave Escondido, CA 92025
Description of Donation: \$10,000 check #2161			
Potential immediate or initial acquisition or installation cost, any on-going maintenance or replacement cost: None			
Intended Use: To purchase outdoor tables for the nutrition program.			
Additional Comments: Funds are donated with RESTRICTION TO USE FOR OUTDOOR TABLES			

I am donating the cash, real or personal property described above to the City of Escondido with the understanding that the donated asset will become the unconditional property of the City and that the City will determine its use. In the case of real or personal property, the City reserves the right to determine the retention, location, and other considerations relating to the donated asset's use or disposition. Determination of value, for tax purposes, is solely the responsibility of the donor.

Date

Donor's Signature

**Approved / Disapproved**

Date

Department Head Signature (less than or equal to \$5,000)

Date

City Manager Signature (between \$5,000 or equal to \$10,000)

Date Approved by Council - Attach Staff Report and Resolution (greater than \$10,000)

**Finance Department**

Date Recorded: \_\_\_\_\_ Account Number: \_\_\_\_\_

Attachment "3"  
**CITY OF ESCONDIDO**  
**DONATION ACCEPTANCE FORM**

Item 10.

Date: 10/21/22	Value of Donation: \$10,000
Department Contact: Jilaine Hernandez	Name of Donor: Earl Funk
Department: Community Services/Older Adult	Address: 210 E Park Ave Escondido, CA 92025
Description of Donation: \$10,000 check #2167	
Potential immediate or initial acquisition or installation cost, any on-going maintenance or replacement cost: None	
Intended Use: To purchase outdoor tables for the nutrition program.	
Additional Comments: Funds are donated with nutrition program tables and event needs.	

I am donating the cash, real or personal property described above to the City of Escondido with the understanding that the donated asset will become the unconditional property of the City and that the City will determine its use. In the case of real or personal property, the City reserves the right to determine the retention, location, and other considerations relating to the donated asset's use or disposition. Determination of value, for tax purposes, is solely the responsibility of the donor.

10/21/22 \_\_\_\_\_  
 Date Donor's Signature

**Approved / Disapproved**

\_\_\_\_\_ Date Department Head Signature (less than or equal to \$5,000)  
 11/2/2022 \_\_\_\_\_  
 \_\_\_\_\_ Date City Manager Signature (between \$5,000 or equal to \$10,000)

\_\_\_\_\_ Date Approved by Council - Attach Staff Report and Resolution (greater than \$10,000)

**Finance Department**

Date Recorded: \_\_\_\_\_ Account Number: \_\_\_\_\_

**CITY OF ESCONDIDO  
DONATION ACCEPTANCE FORM**

Date:	Value of Donation:
Department Contact: Jilaine Hernandez	Name of Donor:
Department: Community Services/Older Adult	Address: 210 E Park Ave Escondido, CA 92025
Description of Donation: \$10,000 check #2176	
Potential immediate or initial acquisition or installation cost, any on-going maintenance or replacement cost: None	
Intended Use: To purchase items for the Park Avenue Community Center programs or equipment.	
Additional Comments: Funds are donated with restrictions to use funds for the Park Avenue Community Center	

I am donating the cash, real or personal property described above to the City of Escondido with the understanding that the donated asset will become the unconditional property of the City and that the City will determine its use. In the case of real or personal property, the City reserves the right to determine the retention, location, and other considerations relating to the donated asset's use or disposition. Determination of value, for tax purposes, is solely the responsibility of the donor.

12/15/22 \_\_\_\_\_  
Date Donor's Signature

**Approved / Disapproved**

3/22/2023 \_\_\_\_\_  
Date Department Head Signature (less than or equal to \$5,000)

\_\_\_\_\_ Date City Manager Signature (between \$5,000 or equal to \$10,000)

Date Approved by Council - Attach Staff Report and Resolution (greater than \$10,000)

**Finance Department**

Date Recorded: \_\_\_\_\_ Account Number: \_\_\_\_\_



# STAFF REPORT

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December 04, 2024  
File Number 0480-70

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## SUBJECT

**SAN DIEGO SENIORS COMMUNITY FOUNDATION HOLIDAY GRANT – \$3,005**

## DEPARTMENT

Community Services Department

## RECOMMENDATION

Request the City Council adopt Resolution No. 2024-180 authorizing the Assistant Director of Community Services to receive a \$3,005 No Senior Alone for the Holidays grant from the San Diego Seniors Community Foundation.

Recommendation: Approval (Community Services: Jennifer Schoeneck, Director of Economic Development)

Presenter: Robert Rhoades, Assistant Director of Community Services

**ESSENTIAL SERVICE – No**

**COUNCIL PRIORITY –**

## FISCAL ANALYSIS

There is no impact to the General Fund and the grant does not require matching funds.

## PREVIOUS ACTION

The No Senior Alone for the Holidays grant has been an annual grant from the San Diego Seniors Community Foundation since 2021. The City Council accepted the previous year's grant on December 6, 2023 under Resolution No. 2023-163.

## BACKGROUND

The City of Escondido has been awarded \$3,005 from the San Diego Seniors Community Foundation as a part of their Holiday Grants Program. These funds will support seasonal programming that will reduce social isolation among seniors during the holidays (December 2024) by providing engaging, festive events that foster social connections and a sense of community. These holiday activities and events include:

Santa Walk Holiday Activity



# CITY of ESCONDIDO

## STAFF REPORT

Seniors will participate in a fun and festive "Santa Walk" event, where they'll receive a Santa hat and a special holiday-themed shirt. Participants will walk around the Park Avenue Community Center, promoting both fitness and holiday spirit. Afterward, they can relax with a warm cup of hot cocoa, complete with a variety of sweet toppings.

### Winter Celebration

Seniors will be treated to live entertainment by crowd favorite Peter Seltzer before enjoying lunch. After lunch, participants can return to the auditorium for a fun winter holiday craft session, themed around this year's motif, "The Grinch." They will create crafts to take home or gift to a loved one.

### Holiday Movie & Edible Craft

Seniors will watch the classic holiday movie "The Grinch" while enjoying popcorn and lemonade. During the event, they'll also have the chance to decorate a sugar cookie ornament to take home or enjoy.

### Holiday Bags Delivery

Fifty homebound seniors will receive holiday bags filled with essential items such as Chapstick, hand sanitizer, deodorant, batteries, tissues, toothbrushes, toothpaste, scarves or mittens, fun activities, and treats. These bags will be delivered in partnership with Meals on Wheels to ensure that seniors who cannot visit our facility still receive a special holiday gift. Through this collaboration, we are committed to ensuring that no senior is forgotten during the holiday season.

### Who-bilation Celebration

Seniors will wrap up the holiday week with a Grinch-inspired celebration, as they will enjoy live carolers in the festively decorated auditorium. They will have the chance to meet and take photos with "The Grinch" himself and create an edible Christmas tree to enjoy.

## RESOLUTIONS

- a) Resolution No. 2024-180

## ATTACHMENTS

- a) Attachment "1" - Budget Adjustment
- b) Attachment "2" - San Diego Seniors Community Foundation Award Letter



## RESOLUTION NO. 2024-180

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE ASSISTANT DIRECTOR OF COMMUNITY SERVICES TO RECEIVE A \$3,005 GRANT FROM THE SAN DIEGO SENIORS COMMUNITY FOUNDATION

WHEREAS, the City of Escondido recognizes that older adults with no family or nearby support system creates a significant issue of isolation among seniors; and

WHEREAS, the Older Adult Services Division of the Community Services Department offers outreach and support to isolated seniors through socially connected programming and socialization events to reduce feelings of isolation and loneliness during the holiday season; and

WHEREAS, the San Diego Seniors Community Foundation is dedicated to increase awareness and action toward issues impacting seniors and to increase philanthropy to senior-focused organizations; and

WHEREAS, the Director of Economic Development recommends the acceptance of the \$3,005 Holiday Grant from the San Diego Seniors Community Foundation.

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 Assistant Director of Community Services, or his designee, to execute all necessary documents, in forms approved by the City Attorney's Office, to accept all grant funds.

3. That the City Council approves of any necessary budget adjustments to expend funds received for the purposes stated herein.

4. The Community Services Department shall expend the \$3,005 in grant funds in accordance with the terms and requirements of the grant agreement.



# BUDGET ADJUSTMENT REQUEST

Department:	Community Services Department	<b><u>For Finance Use Only</u></b>  BA # _____  Fiscal Year _____
Department Contact:	Robert Rhoades	
City Council Meeting Date: <i>(attach staff report)</i>	12/04/2024	

**EXPLANATION OF REQUEST**

Acceptance of \$3,005 grant from the San Diego Seniors Community Foundation. The grant will fund holiday socialization efforts for older adults during the month of December.

**BUDGET ADJUSTMENT INFORMATION**

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Miscellaneous Agencies	<b>4121-401-New Project</b>	<b>\$3,005.00</b>	
San Diego Seniors Community Foundation	<b>0000-401-New Project</b>	<b>\$3,005.00</b>	

**APPROVALS**

Signed by:  AE72519CBA5445D...	DocuSigned by:  99A33925FA6B449...
11/20/2024	11/19/2024
<b>DEPARTMENT HEAD</b>	<b>DATE</b>
<b>FINANCE</b>	<b>DATE</b>

## Board of Directors

November 18, 2024

**Ted Chan**

*Chair*

City of Escondido  
Escondido Park Avenue Senior Center

**Bob Kelly**

*Founder, Director*

201 Broadway  
Escondido, CA 92025

**Derek Quackenbush**

*Treasurer*

Attn: Annabel Jamison [annabel.jamison@escondido.gov](mailto:annabel.jamison@escondido.gov)

**John Wylie**

*Secretary*

Re: 2024 SDSCF **No Senior Alone for the Holidays** Grant Award

Hello Annabel,

**Abigail Sahn**

**Adrienne Vargas**

**Daniel L. Gross**

**Joaquin Anguera**

**Pam Smith**

**Randi Larsson**

Congratulations! Your organization has been selected to receive a grant from the San Diego Seniors Community Foundation (the "Foundation") in the amount of \$3,005 ("the Grant"). The Grant is awarded for your organization to produce holiday-themed events to brighten the day of the older adults you serve. The Grants Committee of the Foundation approved funding to support the following purposes:

- Santa Walk Holiday activity with a Santa hat and festive shirt to walk around the center to promote fitness and the holiday spirit, with hot cocoa (\$650); a winter celebration with live entertainment, lunch, and crafting (\$305); a holiday movie with cookie decorating (\$100); holiday stocking delivery in partnership with Meals on Wheels (\$600); a Whobilation Celebration with live carolers, and Grinch, and snacks (\$1350)

## Team Members

**Bob Kelly**

*Founder, Interim CEO*

**Jerry Ray**

*Co-Founder,  
Chief Financial  
& Operating Officer*

**Junne Esguerra**

*Program Manager*

**Kristoffer Kelly**

*Director of Development  
& Partnerships*

Reporting requirements for this Grant are minimal. We ask that you provide a summary of the event that is supported with the number of older adults served, a comment or two from the administrative staff, a volunteer who is helping with the event, and, if possible, a comment from an older adult who is a recipient of the effort. This report is due by Friday, January 10, 2025.

Photos are so impactful. On the day of the event, we ask that you share photos of your event on social media and tag the Foundation. As part of the final report, we request submittal of photos that can be used by the Foundation for future marketing efforts. We realize there may be issues of confidentiality and the need to receive consent for this purpose. Please utilize your internal practices for image and likeness authorization should you be able to provide pictures with clients.

The Foundation has contracted with a public relations firm to support our broader No Senior Alone Initiative. If applicable, we may seek to gain your cooperation with the publicizing of your event through a variety of media outlets. We will contact you to discuss further should an opportunity present itself.

If this letter correctly sets forth your understanding of the terms of this Grant, please signify your organization's agreement to such terms by completing the information below and having the appropriate officer sign where indicated. Then scan and email a copy of both pages to [junne@sdsdcf.org](mailto:junne@sdsdcf.org) and [jerry@sdsdcf.org](mailto:jerry@sdsdcf.org). This will expedite the issuance and receipt by you of the grant check. There is no need to mail a hard copy original.

If you have any questions, please contact Junne Esguerra at [junne@sdsdcf.org](mailto:junne@sdsdcf.org).

Once again, congratulations on the grant award and best wishes for a successful project.



Bob Kelly  
Founder, Director

---

\_\_\_\_\_ ACCEPTS AND HEREBY AGREES TO THE TERMS OF THE GRANT.  
AGENCY NAME

BY: \_\_\_\_\_  
AUTHORIZED SIGNATURE TITLE

PRINTED NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

**IF THE FOLLOWING INFORMATION IS INCORRECT, PLEASE WRITE THE CORRECT INFORMATION TO THE RIGHT**

FEDERAL ID NUMBER: **95-6000708**

STATE Corporate ID NUMBER\*: **N/A**

CORRECT PAYEE NAME FOR GRANT CHECK: **City of Escondido**

CORRECT ADDRESS TO SEND GRANT CHECK: **201 N. Broadway, Escondido, CA 92025**

**\* We are looking for the seven-digit State of California Corporate ID number. You can find it on your recorded Articles of Incorporation or on your annual Form 199 filing with the Franchise Tax Board. If the number begins with the digit "0", please include that. Federal ID and State ID numbers are used to verify that your organization is in good standing with the California State Franchise tax board, the California Attorney General's office, and the IRS. Thank you for your help in this due diligence process.**



# STAFF REPORT

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December 4, 2024  
File Number 0600-10; A-3539

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## SUBJECT

**ANIMAL CONTROL SERVICES AGREEMENT WITH THE SAN DIEGO HUMANE SOCIETY AND BUDGET ADJUSTMENT**

## DEPARTMENT

Police Department

## RECOMMENDATION

Request the City Council adopt Resolution No. 2024-186 approving an animal control services agreement with the San Diego Humane Society and authorize the Mayor to execute contract documents on behalf of the City. The term of the agreement is 18 months from January 1, 2025 through June 30, 2026.

Staff Recommendation: Approval (Police Department: Edward Varso, Chief of Police)

Presenter: Edward Varso, Chief of Police

**ESSENTIAL SERVICE** – Yes, requirement in support of Police Services; Keep City Clean for Public Health and Safety.

**COUNCIL PRIORITY** – Improve Public Safety; Increase Retention and Attraction of People and Businesses to Escondido

## FISCAL ANALYSIS

City staff analyzed several options for animal control services. The following factors were considered: cost effectiveness; scope of service; legal requirements; and community benefit. Staff researched agreements from other municipalities and in-house options for animal control services.

### Option 1 – Joint Powers Agreement (“JPA”)

A JPA study was completed in 2014 by Citygate Associates LLC. Cities included in the JPA study were Escondido, Oceanside, and San Marcos. At that time, Escondido’s annual contribution was estimated between \$1.6 to \$2 million. The annual cost would cover operating expenses. In addition, a shelter facility would need to be built. Bond measures could cover the cost of the facility. The JPA would take approximately four years to start. This option could still be considered in future years.



# CITY of ESCONDIDO

## STAFF REPORT

### Option 2 – In-house Animal Control Services

Staff research determined that in-house animal control services, comparable to the level of service provided by the San Diego Humane Society, would require approximately \$2 million dollars for annual operating costs. Additionally, a shelter facility would be needed. Based on the City of El Cajon’s construction of an animal shelter, costs are estimated at \$14 million. This process would take several years to complete. While the City of El Cajon built their shelter and provided animal control services for a short period of time, they have since contracted with San Diego Humane Society for their animal control needs.

A major portion of animal control costs are related to veterinary services and animal care. Eliminating these aspects would result in high euthanasia rates and reduced services to the community. Even with these severe reductions, costs are still estimated at \$1.7 million for annual operating expenses. At this time, the San Diego Humane Society can provide a higher level of service at lower cost.

### Option 3 – Contract with Another Animal Control Entity

In an effort to explore all options, staff researched San Diego County Animal Services, however, they discontinued services to the cities of Carlsbad, Del Mar, Encinitas, Santee, San Diego, and Solana Beach. Those cities now use San Diego Humane Society for their animal control needs. Chula Vista Animal Care Facility services other cities in close proximity. Coronado has its own facility. Staff will continue to research other animal control options.

### Animal Control Service Providers Throughout the County

Animal Control Provider	Cities Served													
San Diego Humane Society	Carlsbad	Del Mar	El Cajon	Encinitas	Escondido	Imperial Beach	La Mesa	Oceanside	Poway	San Diego	San Marcos	Santee	Solana Beach	Vista
Chula Vista Animal Care Facility	Chula Vista	Lemon Grove	National City											
Coronado Animal Control Facility	Coronado													

### Recommendation – Animal Control Agreement with San Diego Humane Society

To maintain a high level of specialized, wrap-around animal control services, it was determined to be in the City’s best interest to retain the San Diego Humane Society, a California nonprofit corporation.

The San Diego Humane Society services 13 municipalities within San Diego County. The proposed annual fees for the City of Escondido are comparable to rates paid by other cities.

The San Diego Humane Society calculates the City of Escondido’s animal control costs based on services specific to Escondido. The major portion of these expenses are related to:



# CITY of ESCONDIDO

## STAFF REPORT

- Veterinary services
- Animal intakes
- Animal care and shelter
- Humane law enforcement field services.
- Dog Licenses Issued

Philanthropic and charitable donations to the San Diego Humane Society cover about 50% of Escondido's total animal control costs. The remaining expenses are included in the proposed agreement annual payment.

The Chief of Police and the San Diego Humane Society worked diligently through negotiations to determine the most cost-effective solution for both the City of Escondido and the San Diego Humane Society.

After these negotiations, the following commitments were established:

Annual cost = \$1,537,416

The San Diego Humane Society continues to explore options for reducing the City's agreement contribution. Possibilities include increasing fees to generate revenue, which will offset Escondido's final expenses.

It is requested that the City Council adopt Resolution No. 2024-186 approving an animal control services agreement with the San Diego Humane Society. The proposed agreement covers a period of 18 months, starting January 1, 2025 and ending June 30, 2026. At the end of this term, an administrative extension period of six months will allow further negotiations to establish a multi-year contract with the San Diego Humane Society. A minimum compensation increase by Consumer Price Index ("CPI"), but not to exceed 5 percent, will take effect on the first day of service within the Extension Period. The extension period would also be used to explore other animal control service options.

A budget adjustment is needed to increase the Police Department's FY 2024-25 Operating Budget to cover January 2025-June 2025 expenses of 768,708. Funding source will be the General Fund Balance.

### **PREVIOUS ACTION**

On October 11, 2023, the City Council adopted Resolution No. 2023-135 to approve an Animal Control Services Agreement with the San Diego Humane Society through December 2024.

On June 24, 2020, the City Council adopted Resolution No. 2020-89 to approve an Animal Control Services Agreement with the San Diego Humane Society through FY 2023.





# CITY of ESCONDIDO

## STAFF REPORT

On May 22, 2019, the City Council adopted Resolution No. 2019-74 to approve a Second Amendment to the San Diego Humane Society Animal Control Services Agreement for a one-year extension.

On June 20, 2018, the City Council adopted Resolution No. 2018-107 approving a First Amendment to the Animal Control Services Agreement for a one-year extension.

On June 11, 2014, the City Council adopted Resolution No. 2014-65 approving a two-year Animal Control Services Agreement with two automatic one-year renewal periods with the San Diego Humane Society.

On June 22, 2011, City Council adopted Resolution 2011-82, approving an Animal Control Services Agreement with Escondido Humane Society through June 30, 2014.

### **BACKGROUND**

#### Purpose

The purpose of this agreement is to ensure the proper, humane and efficient handling, ownership, treatment and disposition of dogs, cats and other domesticated animals, and to ensure the enforcement of laws, ordinances and regulations of the State of California and of the City concerning the regulation, licensing, impounding and disposition of dogs, cats and other domestic animals within the City.

#### San Diego Humane Society Qualifications

San Diego Humane Society personnel have demonstrated their competence and professional qualifications necessary for the satisfactory performance of animal control services by virtue of their experience, training, education and expertise. The City has used the San Diego Humane Society for its animal control services since 2014, after it merged with the Escondido Humane Society.

Founded in 1880, the San Diego Humane Society is the oldest and most comprehensive animal welfare organization in San Diego County and one of the oldest and largest in the United States. It is a private not-for-profit 501(c)(3) organization. It receives funding from charitable contributions, corporate and foundation grants, investment income, retail sales, and fees from services provided.

The San Diego Humane Society has campuses in El Cajon, Escondido, Oceanside and San Diego, San Diego Humane Society provides animal services for 13 cities within San Diego County.

#### SDHS Animal Services Provided for the City of Escondido

From July 1, 2023 through June 30, 2024, the San Diego Humane Society helped 6,549 animals in Escondido and provided the following services:



# CITY of ESCONDIDO

## STAFF REPORT

- Sheltered 3,061 animals
- Administered 5,947 vaccines, including 2,146 rabies and 2,949 distemper/FVRCP vaccines
- Microchipped 772 animals
- Licensed 3,981 animals
- Performed spay/neuter surgeries for 599 community animals and 1,674 shelter animals
- Responded to 3,270 humane law enforcement calls for service, including:
  - 198 Bite Reports
  - 338 Park Patrols
  - 225 Noise Complaint Calls
  - 166 Notices of Complaint
  - 50 Citations

### Scope of Services

The San Diego Humane Society shall provide the services required by and in accordance with the laws, regulations, ordinances and codes of the State of California, the County of San Diego, and the City as specified by the proposed agreement.

Animal Sheltering - San Diego Humane Society shall provide the City with animal shelter services to receive and care for all domestic animals delivered by members of the general public or Animal Field Services. The San Diego Humane Society shall also provide humane disposition of animals. The San Diego Humane Society shall maintain an animal shelter at 3500 Burnet Drive, Escondido, CA 92027 which shall be open for public service and operation during reasonable days and hours of operation similar to other such facilities within the County of San Diego, and which shall comply with the standards described by the laws of the State of California, and the ordinances of the County and the City. Such animal shelter services shall include:

- The housing and care of stray domestic animals for the legal hold period according to the laws of the State of California, and the ordinances of the County and the City.
- The housing and care for domestic animals under rabies quarantine for the legal hold period according to the laws of the State of California and the ordinances of the County and the City.
- The housing and care for police and animal cruelty holds for a minimum of fourteen days.
- Providing lost and found opportunities for domestic animals brought to the shelter.
- The housing, care for, and the disposition of all animals coming into the possession of SDHS using safe and humane methods in accordance with the State of California laws and the ordinances of the County and the City.



# CITY of ESCONDIDO

## STAFF REPORT

- Assuming all expenses to maintain and operate the Shelter and properly care for the animals.
- Managing the dog license program for the City.

Animal Field Services – The San Diego Humane Society shall humanely and efficiently enforce all applicable animal field service laws, regulations, ordinances and codes of the City (and any County laws, regulations and ordinances as adopted by the City) pertaining to animal field services. The San Diego Humane Society shall provide the City with the following animal field services in response to complaints generated by the public, law enforcement and the City:

- Investigate and enforce animal cruelty laws and related activities
- Respond to calls for animal field services
- Pick up and care for injured domestic animals
- Address dangerous animal situations
- Monitor and respond to bites and enforce rabies quarantine requirements
- Investigate and enforce vicious or dangerous dog complaints and activities
- Patrol the city and impound stray dogs
- Respond to and investigate noise complaints
- Issue criminal and/or administrative citations for violations of City animal field services laws
- Testify in a court or administrative hearing regarding violations of animal field services laws
- Require Humane Officers to maintain qualifications under California Corporations Code section 14502 and California Penal Code section 830.9 capable of performing and enforcing the provisions of the City ordinance related to domestic animals
- Require Humane Officers to complete a course in training related to the exercise of his/her powers, this course shall meet the minimum standards prescribed by the Commission on Peace Officer Standards and Training and the State Humane Association of California, within one year of date of hire

Reports and Records – The San Diego Humane Society shall prepare and provide quarterly and annual reports for the City. These reports shall include information regarding: animal shelter operations; statistics concerning number of animals contacted, sheltered, and related disposition; citations processed; and field services performed.

Community Engagement – The San Diego Humane Society shall provide the following services related to community engagement:



# CITY of ESCONDIDO

## STAFF REPORT

- Public education
- Animal behavior modification program
- Seasonal 24-hour kitten nursery
- Pet education classes
- Community events
- Disaster response such as: Specialized Disaster Response Emergency Team; large and small animal evacuation; and large and small animal sheltering
- Affordable community veterinary assistance programs such as: spay/neuter; vaccinations including rabies clinics; microchipping; and safety net service programs
- Owner requested euthanasia

Adoption of Resolution No. 2024-186 approving an animal control services agreement with the San Diego Humane Society will provide 18 months of animal control services for the City of Escondido.

### RESOLUTIONS

- a) Resolution No. 2024-186
- b) Resolution No. 2024-186—Exhibit “A”—Animal Control Services Agreement

### ATTACHMENTS

- a) Attachment “1” — Budget Adjustment

## RESOLUTION NO. 2024-186

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING AN EIGHTEEN MONTH ANIMAL CONTROL SERVICES AGREEMENT WITH THE SAN DIEGO HUMANE SOCIETY AND AUTHORIZING THE MAYOR, TO EXECUTE ON BEHALF OF THE CITY, CONTRACT DOCUMENTS

WHEREAS, it has been determined to be in the City's best interest to retain professional services from the San Diego Humane Society to ensure the proper, humane and efficient handling, ownership, treatment and disposition of dogs, cats and other domesticated animals, and to ensure the enforcement of laws, ordinances and regulations of the State of California and of the City concerning the regulation, licensing, impounding and disposition of dogs, cats and other domestic animals within the City; and

WHEREAS, since July 1, 2014 the City has entered into agreements with the San Diego Humane Society to provide animal control and sheltering services for the City of Escondido; and

WHEREAS, the City of Escondido and the San Diego Humane Society agree to enter into a new agreement to continue services through June 30, 2026; and

WHEREAS, the funding source will be the City's General Fund.

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

1. That the above recitations are true and correct.
2. That the Mayor are hereby authorized to execute, on behalf of the City, an Animal Control Services Agreement ("Agreement") with the Escondido Humane Society from January 1, 2025, through June 30, 2026. A copy of the Agreement is attached to this resolution as Exhibit "A" and is incorporated by this reference.

## ANIMAL CONTROL SERVICES AGREEMENT

This Animal Control Services Agreement ("Agreement") is entered into effective the \_\_\_ day of \_\_\_, 2025 ("Effective Date") by and between the CITY OF ESCONDIDO, a municipal corporation (the "CITY") and the SAN DIEGO HUMANE SOCIETY AND S.P.C.A., a California nonprofit corporation ("SDHS") (collectively, the "Parties"). This Agreement is made with reference to the following recitals.

### RECITALS

A. It has been determined to be in the CITY' s best interest to retain specialized, professional services to provide animal control and sheltering services since the CITY does not provide such services.

B. The CITY desires to contract with SDHS as an independent contractor and SDHS desires to provide services to the CITY as an independent contractor.

C. SDHS personnel have demonstrated their competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of their experience, training, education and expertise.

D. The purpose of this Agreement is to ensure the proper, humane and efficient handling, ownership, treatment and disposition of dogs, cats and other domesticated animals, and to ensure the enforcement of laws, ordinances and regulations of the State of California and of the CITY concerning the regulation, licensing, impounding and disposition of dogs, cats and other domestic animals within the CITY.

NOW THEREFORE, in consideration of the covenants, conditions and terms set forth herein, the parties agree as follows:

1.0 SCOPE OF SERVICES. SDHS shall provide animal sheltering and animal field services required by and in accordance with the laws, regulations, ordinances and codes of the State of California, the County of San Diego, and the CITY as further specified by this Agreement. The Services to be performed by SDHS pursuant to the terms and conditions of this Agreement shall consist of the Services enumerated below. In addition to those Services identified below, SDHS may routinely provide the CITY with the additional "Community Engagement and Services" outlined in Exhibit A, attached hereto and incorporated by reference, without an additional cost Exhibit A is subject to modification at SDHS's discretion based on resources and capacity.

1.1. Animal Sheltering. SDHS shall provide the CITY with animal shelter services consistent with public shelter functions to receive and care for all dogs, cats and other domestic animals seized or impounded by Animal Field Services or delivered by members of the general public, provide humane disposition of animals, euthanizing, if warranted, and disposing of euthanized animals and deceased animals brought in by CITY residents. More specifically, SDHS

shall maintain an animal shelter at, 3500 Burnet Drive, Escondido, California, (the "Shelter"), which shall be open for public service and operation during reasonable days and hours and which shall comply with the standards described by the laws of the State of California, and the ordinances of the County and the CITY. Such animal shelter services shall include:

a. The housing and care of stray domestic animals for the legal hold period according to the laws of the State of California, and the ordinances of the County and the CITY.

b. The housing and care for domestic animals under rabies quarantine for the legal hold period according to the laws of the State of California and the ordinances of the County and the CITY.

c. Housing and care for police and animal cruelty holds.

d. Providing lost and found opportunities for the general public for domestic animals brought to the Shelter.

1.2. Animal Sheltering Criteria. SDHS animal sheltering Services shall include:

a. Feed, care, and the proper disposition of all animals coming into the possession of SDHS using safe and humane methods in accordance with the State of California laws and the ordinances of the County and the CITY.

b. Assume all expenses to maintain and operate the Shelter and properly care for the animals.

c. Manage the dog license program within the CITY to include:

i. Maintaining files including current and expired dog license and the owners who live within the CITY for the past three (3) years.

ii. Issuing or causing to be issued new and renewed licenses to dog license applicants within the CITY.

iii. Issuing or causing to be issued, when appropriate, Service Dog Licenses within the CITY.

iv. Issuing or causing to be issued, when appropriate, Dangerous Dog licenses within the CITY.

v. Conducting follow-up enforcement of licensing and rabies vaccinations within the CITY.

1.3. Animal Field Services. SDHS shall humanely and efficiently enforce all applicable animal field service laws, regulations, ordinances and codes of the CITY and any County laws,

regulations and ordinances as adopted by the CITY, pertaining to animal field services with respect to the scope of work set forth below. SDHS shall provide the CITY with the following animal field services in response to complaints generated by the public, law enforcement and the CITY:

- a. Investigation and enforcement of animal cruelty laws and related activities.
- b. Picking up and caring for injured domestic animals.
- c. Addressing dangerous domestic animal situations.
- d. Monitoring and responding to bites and enforcing rabies quarantine requirements.
- e. Investigation and enforcement of vicious or dangerous dog complaints and activities associated therewith.
- f. Patrolling and impounding stray dogs running at large
- g. Picking up and caring for stray and abandoned domestic animals contained by citizens and found within the City limits.

1.4. Animal Field Services Requirements. SDHS animal field service requirements include:

- a. SDHS shall perform the Services in accordance with all laws and regulations applicable to the CITY.
- b. SDHS shall provide daily the appropriate number of Humane Officer(s) (as defined below), Humane Field Technicians and animal containment vehicles and equipment for the performance of animal field services.
- c. SDHS shall humanely and efficiently enforce all laws of the State of California, the County, and the CITY pertaining to animal field services that are within the scope of SDHS's obligations under this Agreement.
- d. SDHS Humane Officers and duly trained license coordinators are authorized to issue criminal and/or administrative citations for violations of CITY animal field service laws, and to issue notices as provided by law. SDHS's Humane Officers shall prepare appropriate reports concerning violations, file such reports with the applicable authority when necessary, and stand ready and available to testify in a court or administrative hearing when called upon to do so concerning such violations.
- e. SDHS shall respond to calls for animal field services between the hours of 8:00 a.m. to 5:00 p.m. daily ("Field Service Hours"). Based on the priority of the call, SDHS



will respond within the times included in Exhibit B attached hereto and incorporated herein by reference. Exhibit B is subject to reasonable change at SDHS's discretion and upon written notice to the CITY.

f. SDHS shall provide emergency responses to Priority One calls only during on-Field Service Hours upon receipt of such call from a resident or an authorized CITY official. "Priority One" calls are defined in Exhibit B.

2.0 SDHS PERSONNEL. SDHS shall employ appropriate personnel and staff to assist and carry out its duties and obligations of this Agreement.

2.1. Humane Officers. SDHS shall have at all times during the term of this Agreement a reasonable number of Humane Officers qualified under California Corporations Code section 14502 and California Penal Code section 830.9 capable of performing and enforcing the provisions of the CITY ordinance related to domestic animals. They shall not carry firearms in the performance of their duties but may carry less-lethal weapons. Each Humane Officer shall complete within one (1) year of date of hire or internal transfer a course in training related to the exercise of his/her powers, which course shall meet the minimum standards prescribed by the Commission on Peace Officer Standards and Training and the State Humane Association of California.

2.2. Performance Standards. SDHS agents and employees shall treat the public with courtesy and respect at all times in performing all duties and obligations under this Agreement.

2.3. Compliance with Laws. SDHS shall comply with personnel policies and procedures that conform to federal and state laws with respect to hiring and firing practices.

3.0 OBLIGATIONS OF THE CITY. The CITY shall provide the following to assist SDHS in performing required animal control functions under this Agreement.

3.1. CITY will provide training on specific CITY processes and other municipal techniques that humane officers may be expected to carry out.

3.2. The CITY shall endeavor to work with SDHS in support of the licensing programs geared towards increased compliance, higher return owner rates, reduction in the number of animals needing housing care, and protecting residents against dangerous and/or vicious dogs and habitual offenders of animal laws.

3.3. The CITY shall endeavor to work with SDHS in support of educating the community about SDHS programs including but not limited to lost and found, adoption, intake diversion, and community support services.

4.0 REPORTS AND RECORDS.

4.1. Quarterly Reports. SDHS shall prepare quarterly reports to the CITY which shall provide the following information: (i) animal shelter operations (as it pertains to the Agreement),

including the number of stray animals impounded and their disposition); (ii) all administrative or criminal citations processed; and (iii) animal field service activities including the number and type of incidents or reports investigated.

4.2. Governmental Reports. Should the CITY be required to furnish information to any other government agency, SDHS agrees to timely provide information that the CITY may need to meet such request as long as the request is within the scope of this Agreement.

4.3. Annual Reports. By no later than sixty (60) days following the end of each fiscal year, SDHS shall provide an annual report to the CITY with the information required by Section 4.1 for the preceding year.

4.4. Record Retention. All records and information required to be kept by SDHS pursuant to this Agreement shall be kept in accordance with applicable record retention schedules or three (3) years, whichever is longer.

5.0 COMPLIANCE WITH LAWS. All work by SDHS shall be performed in accordance with applicable city, state and federal laws, statutes and regulations.

6.0 LICENSE, PERMITS, ETC. SDHS represents and declares to CITY that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. SDHS represents and warrants to CITY that SDHS shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for SDHS to practice its profession. SDHS shall obtain and maintain a CITY business license during the term of this Agreement, if required.

7.0 INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, SDHS, any employees of SDHS and any subcontractors employed by SDHS shall be an independent contractor and shall not be an employee of the CITY. The CITY shall have the right to control SDHS only insofar as the results of SDHS's Services rendered pursuant to this Agreement; however, the CITY shall not have the right to control the means by which SDHS accomplishes its Services.

Neither SDHS nor SDHS's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, SDHS being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

8.0 WORKERS' COMPENSATION. Pursuant to California Labor Code section 1861, SDHS hereby certifies that SDHS is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and SDHS will comply with such provisions, and certification of proof of compliance as a

part of this Agreement.

9.0 NO CONFLICT OF INTEREST. SDHS shall not enter into any other contract which conflicts with its obligations under this Agreement. For the limited purpose of interpreting this section, SDHS shall be deemed a "city officer or employee," and this section shall be interpreted in accordance with the California Government Code section 1090.

10.0 OWNERSHIP OF DOCUMENTS.

10.1. Reports and documents prepared or provided by SDHS under this Agreement shall be the property of the CITY. The CITY agrees to hold SDHS free and harmless from any claim arising from any use, other than the purpose intended, of the reports and documents, prepared or provided by SDHS. SDHS may retain a copy of all materials produced under this Agreement for the purpose of documenting their participation in this Agreement.

10.2. Animal license information and data, including, but not limited to, animal owner identification and address, animal name, description, license type and expiration date, are the property of the CITY and must be presented to the CITY in any reasonable document and computer format requested in writing by the CITY. All such information must be provided to the CITY within thirty (30) days of the CITY's request.

11.0 COMPENSATION. SDHS shall receive the following compensation for the performance of the Services.

11.1. Payments by the CITY. The CITY shall make payments to SDHS as follows: For the Term of this Agreement compensation shall be \$or \$128,118.00 per month, \$1,537,416.00 annually, or \$2,306,124 for the 18 month agreement.

11.2. Other Revenue. SDHS shall be entitled to retain as compensation for the Services:

a. All reasonable user fees, service charges and proceeds collected by SDHS in connection with licensing, impounds, and redemption of domestic animals from the Shelter;

b. any fines received by SDHS or the CITY arising out of any administrative citations issued by Humane Officers; and

c. any other non-citation related revenue generated as a result of this Agreement. All user fees and service charges shall not exceed the reasonable cost of providing the service.

12.0 DISASTER RELIEF SERVICES. SDHS shall be designated the "Essential Support Function/Official Responder" with respect to any disaster to which the CITY is included within the disaster area designated by a governmental agency. SDHS may invoice the CITY for any costs and expenses, including staff overtime and equipment purchases and rentals, incurred by SDHS with respect to additional services provided by SDHS in connection with any disaster

relief effort and which are eligible for reimbursement to Federal Emergency Management Agency ("FEMA") Disaster Assistance Policy 9523.19 or any successor disaster assistance policy promulgated by FEMA. The CITY shall promptly reimburse SDHS for such costs and expenses, provided the CITY has received reimbursements from FEMA. SDHS shall provide any available supporting documentation requested by the CITY for any funding or reimbursement request regarding the disaster that is made to any governmental agency. SDHS may also bill for disaster response such as deployment of the Specialized Disaster Response Emergency Team, large and small animal evacuation, and large and small animal sheltering if the CITY has requested assistance.

### 13.0 TERM AND TERMINATION.

13.1. Term. The term of this Agreement shall be for the period of eighteen (18) months commencing on January 1, 2025, and terminating on June 30, 2026.

13.2. Administrative Extension. Upon the expiration of the term of this Agreement, the Parties retain the right to extend the Agreement for a period of up to six (6) months in order to finalize a new Agreement. A minimum compensation increase by CPI will take effect on the first day of service within the extension period. CPI increase will be based on the most recently available, annual increase in Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics.

13.3. Termination for Convenience. Either party shall have the right to terminate this Agreement, with or without cause, by providing the other party with one (1) year prior written notice.

13.4. Termination for Cause. At any time during the term of this Agreement, in case of material breach of this Agreement by either party, the non-breaching party shall have the right to terminate this Agreement by giving the breaching party written notice of such breach and demanding that such breach be cured within sixty (60) days (or in the case of defaults in payment of monetary amounts due which are certain in amount and undisputed, ten [10] days) and, if such breach has not been cured at the end of such period(s), this Agreement shall terminate without the necessity of any party taking any further action. In the event a longer notice or cure period is required by applicable law, the cure period specified in this section or the effective date of termination shall conform to, but not exceed, such requirement.

13.5. Compensation Payable Upon Termination. In the event this Agreement is terminated pursuant to either Section 13.3 or 13.4, so long as SDHS has been providing the services specified herein, SDHS shall be entitled to receive the compensation and fees accrued through the effective date of termination.

14.0 INDEMNIFICATION. To the fullest extent permitted by law, SDHS shall indemnify, defend, and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liability that arise out of, pertain to, or relate to any act or omission by SDHS in the performance of Services under this Agreement, and the

negligence, recklessness, or willful misconduct of SDHS, its employees, agents, and subcontractors in the performance of Services under this Agreement. SDHS's duty to indemnify under this Section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the active or sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. SDHS's indemnification obligations shall not be limited by the insurance provisions of this Agreement. The Parties expressly agree that any payment, attorneys' fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this Section, and that this section will survive the expiration or early termination of this Agreement for a period of two (2) years.

15.0 INSURANCE. SDHS shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the SDHS, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current **A.M.** Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.

15.1. SDHS's liabilities, including but not limited to SDHS's indemnity obligations, under Section 14 of this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement.

15.2. Types and Amounts Required. SDHS shall maintain, at minimum, the following insurance coverages for the duration of this Agreement:

a. *Excess/Umbrella Liability Policy*. SDHS shall maintain an Excess/Umbrella Liability Policy with an aggregate limit of not less than Ten Million Dollars (\$10,000,000) which limits may be satisfied by a combination of primary and excess liability insurance.

b. *Commercial General Liability ("CGL")*. SDHS shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000 per occurrence and subject to an annual aggregate of \$2,000,000. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

c. *Commercial Automobile Liability*. SDHS shall maintain Commercial Automobile Liability Insurance for all of the SDHS's automobiles including owned, hired and non-owned automobiles, written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

d. *Workers' Compensation.* SDHS shall maintain Workers' Compensation insurance for all of the SDHS's employees who are subject to this Agreement and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000 employers' liability coverage. SDHS shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

15.3. Additional Required Provisions. The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

a. The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's additional insured status must be reflected on additional insured endorsement form which shall be submitted to the CITY.

b. The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.

15.4. Verification of Coverage. SDHS shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 15. The endorsement should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

15.5. Subcontractor Coverage. SDHS shall also require each of its subcontractors to maintain insurance coverage that meets all the requirements of this Agreement.

15.6. CITY Options. SDHS agrees that if it does not keep the aforesaid insurance in full force and effect, the CITY may either: (i) despite section 13, above, immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at SDHS's expense, the premium thereon.

16.0 CUSTOMARY SERVICES. SDHS shall be permitted without the CITY's prior written consent to enter into agreements with third party providers of services that are customary in the industry to assist SDHS to carry out its day-to-day operations.

17.0 NON-DISCRIMINATION. SDHS shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation. SDHS shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion,

transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SDHS agrees to post in conspicuous places available to employees, contractors, agents and/or applicants for employment any non-discrimination notices required by law and any non-discrimination notices provided by CITY setting forth the provisions of this non-discrimination clause.

18.0 GENERAL PROVISIONS.

18.1. Entire Agreement. This Agreement comprises the entire agreement between the CITY and SDHS concerning the Services, and supersedes all prior negotiations, representations or agreements.

18.2. Notices. Any notices given under this Agreement shall be in writing and shall be served either: (i) by hand delivery; (ii) by U.S. mail, postage prepaid, registered or certified mail, return receipt requested; or (iii) by transmittal over an electronic transmitting device (with confirmation of receipt), such as facsimile or email, provided that a complete copy of any notice so transmitted shall also be mailed by U.S. mail. Notices shall be deemed received at the earlier of actual receipt or three (3) days following deposit in U.S. mail, postage prepaid. From time to time the parties may designate a new address for purposes of notice hereunder by notice to the other parties hereto in the manner provided above. Initial notice addresses are as follows:

To the CITY: Dane White, Mayor  
City of Escondido  
201 N. Broadway  
Escondido, CA 92025

With a copy to: Lisa Rodelo, Assistant Director  
1163 N. Centre City Pkwy.  
Escondido, CA 92026

To SDHS: San Diego Humane Society  
5500 Gaines Street  
San Diego, California 92110  
Attn: Julianna Tetlow, Senior Director of Government Relations  
Fax: 619-299-0198  
Email: JTetlow@sdhumane.org

With a copy to: Sheppard, Mullin, Richter & Hampton LLP  
501 W. Broadway, 19<sup>th</sup> Floor  
San Diego, California 92101  
Attn: Whitney Hodges, Esq.  
Email: whodges@sheppardmullin.com

18.3. Interpretation; Drafting. This Agreement shall be construed equally as against the Parties hereto and shall not be construed against the party responsible for its drafting. All prior drafts of this Agreement shall be disregarded in construing the intent of any provision contained herein or therein, and such prior drafts shall be inadmissible in any proceeding at which any such provision is to be interpreted.

18.4. Headings. The headings of the articles and sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

18.5. No Third-party Beneficiaries. The covenants contained herein are made solely for the benefit of the parties hereto and successors and assigns of such parties as specified herein and shall not be construed as having been intended to benefit any third party which is not a party to this Agreement.

18.6. Severability. If any provision of this Agreement or a portion thereof is held, by a court of competent jurisdiction, to be illegal or invalid, such provision or portion thereof shall be deemed to be severed and deleted; and neither such provision, its severance or deletion shall affect the validity of the remaining provisions of this Agreement.

18.7. Modification. This Agreement may be amended, modified or rescinded only by a writing signed by all parties to this Agreement or by their duly authorized agents.

18.8. No Waiver. No waiver of any right under this Agreement shall be deemed effective unless contained in a writing signed by the party charged with such waiver, and no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any such future right or of any other right arising under this Agreement.

18.9. California Law; Venue. This Agreement and its performance shall be governed, interpreted, construed, and regulated by the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the County of San Diego, California.

18.10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



**IN WITNESS WHEREOF**, the Parties by and through their respective authorized officials, have executed this Agreement effective as of the date written above.

CITY OF ESCONDIDO

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

\_\_\_\_\_  
Dane White  
Mayor

Date \_\_\_\_\_

\_\_\_\_\_  
Zack Beck  
City Clerk

Date \_\_\_\_\_

SAN DIEGO HUMANE SOCIETY AND S.P.C.A  
a California nonprofit corporation.

\_\_\_\_\_  
Gary Weitzman, DVM, MPH, CAWA  
President and CEO

## **EXHIBIT A**

### Community Engagement and Services

In addition to those Services identified in Section 1 of the Agreement, SDHS may routinely provide the CITY with the additional "Community Engagement and Services." The services identified below be provided at no additional cost to the CITY unless otherwise specified and is subject to modification at SDHS's discretion based on resources and capacity. Such community engagement and additional services may include:

- Public education.
- Animal behavior modification program.
- Pet education classes.
- Community events.
- Affordable Community Veterinary assistance programs such as:
  - Spay/Neuter Services
  - General medical veterinary care – preventative and basic sick care
    - > Ear cleanings
    - > Nail Trims
    - > Bloodwork
    - > Deworming
  - Wellness resources including vaccines, flea medications and education
  - Pharmacy services
- Vaccinations including rabies clinics
- Microchipping.
- Safety net service programs.
- Owner requested euthanasia.

**EXHIBIT B**  
**Calls for Service - Priority Categories**

Priority Categories	Response Time	Example of Call
Priority 1	Within 30 Minutes	Persons in Danger Animal in Immediate Danger Urgent Medical Care Needed Animal in Secured Vehicle ("Hot Dog") Animal Fighting Cases Intentional Cruelty In-Progress Assist Public Safety Agency Bite to Person (Animal Not Contained) Exigent Circumstances <ul style="list-style-type: none"> <li>• Gunshot</li> <li>• Stabbing</li> <li>• Broken Bones</li> <li>• Serious Open Wounds</li> <li>• Visibly Injured/frapped Animal</li> </ul> Street Sale of Animals (after all other Priority 1 Calls are Handled)
Priority 2	Within 3 Hours	In-Progress Incidents Not Reaching Priority 1 Bite to Person (Animal Contained - Reported within 24 Hours) Running-At-Large (In Progress) Abandonment Captured/Caged Animals/Confined Strays
Priority 3	Within 12 Hours	Intentional Cruelty (Not In-Progress) Non-Life Threatening Medical Care Needed Non-Exigent Circumstances <ul style="list-style-type: none"> <li>• Skin Infections</li> <li>• Emaciated</li> <li>• Over-Grown Hooves Hoarding</li> </ul> - No Immediate Emergency After-the-Fact Bite (Reported After 24 Hours)
Priority 4	Within 24 Hours	Check the Well-Being with a Reporting Party No Water (Temperature Dependent) Emaciated (Thin or Bones Showing) Lead/Leash too Short Inadequate or No Shelter Even Sale of Animals (i.e., Flea Markets)
Priority 5	Within 48 Hours	Check the Well-Being- No Reporting Party Running-at-large (Not in Progress) Pet Shop Inspections Rodeo or Circus Inspections Kennel Inspections



# BUDGET ADJUSTMENT REQUEST

Department:	Police Department	<b><u>For Finance Use Only</u></b>  BA # _____  Fiscal Year _____
Department Contact:	Barbara MarLett	
City Council Meeting Date: <i>(attach staff report)</i>	December 4, 2024	

**EXPLANATION OF REQUEST**

A budget adjustment is needed to increase contracted amount to be paid to San Diego Humane Society during FY 2024-25.

**BUDGET ADJUSTMENT INFORMATION**

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Professional Services	5131-001-500	\$768,708	

**APPROVALS**

Signed by:  DC4B0C7FA65B4BD...	DocuSigned by:  99A33925FA6B449...
11/26/2024	11/26/2024
<b>DEPARTMENT HEAD</b>	<b>DATE</b>
<b>FINANCE</b>	<b>DATE</b>



# STAFF REPORT

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December 4, 2024  
File Number 0800-20

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## **SUBJECT**

**FINAL MAP UNDER CONSIDERATION FOR APPROVAL FOR TRACT SUB13-0007 AT 2115 AMANDA LANE**

## **DEPARTMENT**

Development Services Department, Engineering Services

## **RECOMMENDATION**

Receive and file notice that a Final Map for Tract SUB13-0007 at 2115 Amanda Lane has been filed for approval.

Staff Recommendation: Receive and File (Development Services Department: Christopher McKinney, Deputy City Manager/Interim Director of Development Services and Jonathan Schauble, City Engineer)

Presenter: Owen Tunnell, Assistant City Engineer

**ESSENTIAL SERVICE** – Yes, Land Use/Development

**COUNCIL PRIORITY** – Encourage Housing Development

## **FISCAL ANALYSIS**

N/A

## **PREVIOUS ACTION**

None

## **BACKGROUND**

Pursuant to Escondido Municipal Code § 32.303.03, adopted in Ordinance No. 2022-02, upon the City Engineer's receipt of a Final Map, he must fully examine its conformity with the approved Tentative Map, and approved alterations thereto; its technical correctness; and, its lawfulness under the EMC. Further, the City Engineer shall notify the City Council at its next regular meeting that a Final Map is being reviewed for final approval and the City Clerk shall provide notice of any pending approval or disapproval, which notice must be attached and posted with the City Council's regular agenda and mailed to interested parties. Thereafter, pursuant to the EMC, within 10 days following the City Council meeting,



# CITY *of* ESCONDIDO

## STAFF REPORT

the City Engineer must approve the Final Map if it conforms to all requirements of the EMC applicable at the time of approval and all requirements of the Map Act. EMC § 32.303.03.A(1)-(3).

The following Final Map has been filed for approval by the City Engineer in accordance with Ordinance No. 2022-02:

Tract SUB13-0007 at 2115 Amanda Lane: A 21 Lot Single Family Residential Subdivision.



# STAFF REPORT

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December 4, 2024  
File Number 0800-20

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## SUBJECT

**FINAL MAP UNDER CONSIDERATION FOR APPROVAL FOR TRACT PL23-0319 AT 2402 S. ESCONDIDO BLVD**

## DEPARTMENT

Development Services Department, Engineering Services

## RECOMMENDATION

Receive and file notice that a Final Map for Tract PL23-0319 at 2402 S. Escondido Boulevard has been filed for approval.

Staff Recommendation: Receive and File (Development Services Department: Christopher McKinney, Deputy City Manager/Interim Director of Development Services and Jonathan Schauble, City Engineer)

Presenter: Owen Tunnell, Assistant City Engineer

**ESSENTIAL SERVICE** – Yes, Land Use/Development

**COUNCIL PRIORITY** – Encourage Housing Development

## FISCAL ANALYSIS

N/A

## PREVIOUS ACTION

None

## BACKGROUND

Pursuant to Escondido Municipal Code § 32.303.03, adopted in Ordinance No. 2022-02, upon the City Engineer's receipt of a Final Map, he must fully examine its conformity with the approved Tentative Map, and approved alterations thereto; its technical correctness; and, its lawfulness under the EMC. Further, the City Engineer shall notify the City Council at its next regular meeting that a Final Map is being reviewed for final approval and the City Clerk shall provide notice of any pending approval or disapproval, which notice must be attached and posted with the City Council's regular agenda and mailed to interested parties. Thereafter, pursuant to the EMC, within 10 days following the City Council meeting,



# CITY *of* ESCONDIDO

## STAFF REPORT

the City Engineer must approve the Final Map if it conforms to all requirements of the EMC applicable at the time of approval and all requirements of the Map Act. EMC § 32.303.03.A(1)-(3).

The following Final Map has been filed for approval by the City Engineer in accordance with Ordinance No. 2022-02:

Tract PI23-0319 at 2402 S. Escondido Boulevard: A 43 Unit Residential Condominium Subdivision.



## ORDINANCE NO. 2024-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING AN AMENDMENT TO THE SOUTH CENTRE CITY SPECIFIC PLAN TO ALLOW "EATING ESTABLISHMENTS WITH A DRIVE-THROUGH", SUBJECT TO A CONDITIONAL USE PERMIT WITHIN THE 13<sup>TH</sup> AVENUE CORNERS DISTRICT

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

SECTION 1. The City Council makes the following findings:

- a) 4G Development & Consulting ("Applicant"), representing Chick-Fil-A, filed a land use development application, Planning Case Nos. PL23-0296, PL23-0297, and PL24-0217 ("Application"), constituting a request for a Specific Plan Amendment to amend the South Centre City Specific Plan (SCCSP) to allow "eating establishments with a drive-through" as a conditionally permitted use within the 13<sup>th</sup> Avenue Corners District, and other textual modifications related to design requirements; a Conditional Use Permit for a drive-through restaurant use; and, a Design Review Permit for the construction of a 3,124 square-foot, single-story dual-lane drive through restaurant use ("Project") on a 1.4 gross acre site located at 515 West 13<sup>th</sup> Avenue (APNs 236-161-06 and 236-161-07), within the General Plan land use designation of Specific Plan Area 15 (SPA 15) and in the Specific Plan (S-P) zoning district.
- b) The subject Property is all that real property described in Exhibit "A" which is attached hereto, and made a part thereof by this reference as though fully set forth herein ("Property").
- c) The Specific Plan Amendment was submitted to, and processed by, the Planning Division of the Development Services Department as Planning Case No. PL23-0296. The Applicant seeks approval of a Specific Plan Amendment to allow an "eating establishment with a drive-through," subject to a Conditional Use Permit, and text modifications as shown in Exhibit "B", and on file in the Planning Division, and incorporated herein as though fully set forth.

d) The Applicant concurrently submitted for a Conditional Use Permit (Planning Case No. PL23-0297) and Design Reivew Permit (Planning Case No. PL24-0217) to construct an eating establishment with a drive-through, upon adoption of this Ordinance.

e) A Specific Plan Amendment is permitted by the SCCSP and Article 61 (Administration and Enforcement) of the Escondido Zoning Code.

f) A Final Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP) was prepared and adopted for the Project in conformance with the California Environmental Quality Act (“CEQA”).

g) In furtherance of the Project, the City Council adopted Resolution No. 2024-160 to adopt the IS/MND and associated Mitigation Monitoring and Reporting Program (MMRP), fully incorporated herein as though fully set forth, which analyzed the environmental impacts of the Project in its entirety, including the proposed Specific Plan Amendment.

d) The Planning Division of the Development Services Department completed its review and scheduled a public hearing regarding the Application before the Planning Commission on October 8, 2024. Following the public hearing, the Planning Commission adopted Resolution No. 2024-19, which recommended that the City Council, among other things, approve the Project, including actions to approve the Specific Plan Amendment.

SECTION 2. The City Clerk, whose office is located at 201 North Broadway, Escondido, California 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the City Council's decision is based, which documents and materials shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

SECTION 3. The City Council did on November 20, 2024, hold a duly noticed public hearing as prescribed by law. Evidence was submitted to and considered by the City Council, including, without limitation:

- a) Written information including all application materials and other written and graphical information posted on the project website.
- b) Oral testimony from City staff, interested parties, and the public.
- c) The City Council staff report, dated November 20, 2024, which along with its attachments, is incorporated herein by this reference as though fully set forth herein, including the Planning Commission's recommendation on the request.
- d) Additional information submitted during the public hearing.

SECTION 4. That the City Council has reviewed and considered the Final Mitigated Negative Declaration prepared for the Project in conformance with CEQA. The Final Mitigated Negative Declaration adequately addresses all environmental issues associated with the Specific Plan Amendment, and the Project would not result in any significant impacts to the environment.

SECTION 5. That, upon consideration of the Findings of Fact/Factors to be Considered, attached as Exhibit "C" and incorporated herein as though fully set forth herein, and the City Council approves the Specific Plan Amendment as shown in Exhibit "B" hereto and incorporated by this reference.

SECTION 6. Concurrently with the action on this Ordinance, the City Council is taking a number of actions in furtherance of the Project, as generally described in the November 20, 2024 City Council staff report. No single component of the series of actions made in connection with the Project shall be effective unless and until it is approved by an Ordinance or Resolution and is procedurally effective in the manner provided by state law.

SECTION 7. All references within this Ordinance to "Applicant" or "Developer," shall be equally applicable to the current property owner and to any successors-in-interest or assigns, whether such successors of assigns own, control, or otherwise have development authority for all, a portion, or portions of that property included within the Project site.

SECTION 8. 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 9. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 10. The City Council authorizes all subsequent action to be taken by City Officials consistent with this Ordinance.

SECTION 11. That the City Clerk is hereby directed to certify to the passage of this Ordinance and to cause the same or a summary to be prepared in accordance with Government Code Section 36933, to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

SECTION 12. The Ordinance shall become effective 30 days from the date of the passage.

**EXHIBIT "A"****Legal Description****PLANNING CASE NOS. PL23-0296/PL23-0297/PL24-0217**

Real property in the City of Escondido, County of San Diego, State of California, described as follows:

LOTS 9 AND 10 IN BLOCK 220 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. EXCEPTING FROM SAID LOT 9 THAT PORTION THEREOF GRANTED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSES IN DEED RECORDED MARCH 11, 1948, IN [BOOK 2708, PAGE 47](#) OF OFFICIAL RECORDS.

EXCEPTING ALSO THE INTEREST CONVEYED TO THE CITY OF ESCONDIDO BY DEED RECORDED JANUARY 7, 1976 AS FILE NO. [76-004339](#) OF OFFICIAL RECORDS.

APN: 236-161-07-00 (Affects Lot 9)

236-161-06-00 (Affects Lot 10)

**EXHIBIT "B"**

**Specific Plan Amendment**

**PLANNING CASE NOS. PL23-0296/PL23-0297/PL24-0217**

**EXHIBIT "C"**

**Factors to be Considered/Findings of Fact**

**PLANNING CASE NOS. PL23-0296/PL23-0297/PL24-0217**

**1. Specific Plan Amendment (PL23-0296) (Section 33-1263 of Division 4 in Article 61 of the Escondido Zoning Code)**

With respect to Planning Case No. PL23-0296, the City Council make the following findings for approval:

*a) That the public health, safety and welfare will not be adversely affected by the proposed change;*

The public health, safety and welfare would not be adversely affected by the proposed Specific Plan Amendment. The proposed amendment would permit for a new use type within a specific district in the Specific Plan area and sets the permitting process for drive-through establishments through a Conditional Use Permit ("CUP") thereby ensuring further development review on a case-by-case basis. The amendment would also revise several sections related to development standards, design review, and definitions within the Specific Plan. The application of a CUP for drive-through restaurant uses within the 13th Avenue Corners District would not be detrimental to surrounding properties because the proposed changes seek to activate an existing vacant restaurant site. The proposed amendment would limit the future potential proliferation of the use type in that it limits the use to one corner of the district where four corners exist.

The proposed amendment would allow for the proposed development project to construct a new drive-through restaurant at the Project site resulting in redevelopment of a previously developed site. This proposed reuse must comply with any applicable laws and standards, including the Building Code, the Fire Code, and any property standards bylaws. Furthermore, requiring a CUP for the proposed change would allow the City to exercise discretionary authority over any future proposed projects, and condition future projects to ensure land use compatibility.

*b) That the property involved is suitable for the uses permitted by the proposed zone;*

The Specific Plan Amendment would affect the 13th Avenue Corners District in that it would permit for a previously prohibited use of a drive-through eating establishment (i.e., drive-through restaurant). However, the proposed Project limits this allowance to only one of the corners within the district where four exist and continues to place emphasis and focus on the goals of the district and specific plan. The site subject to this allowance would entail redevelopment as part of this request.

*c) That the uses permitted by the proposed zone would not be detrimental to surrounding properties;*

The proposed Specific Plan Amendment would not be detrimental to surrounding properties because the limitations set forth as part of the amendment include an identified area where the proposed use would be permitted. The amendment language would ensure proliferation of this use is infeasible as it limits the allowable area for such uses to the subject site. Any future compatibility issues would be analyzed and addressed as part of the CUP process on a case-by-case basis.

The proposed amendment would allow for the proposed development project to construct a new drive-through restaurant at the Project site resulting in redevelopment of a previously developed site. This proposed reuse must comply with any applicable laws and standards, including the Building Code, the Fire Code, and any property standards bylaws. Furthermore, requiring a CUP for the proposed change would allow the City to exercise discretionary authority over any future proposed projects, and condition future projects to ensure land use compatibility.

Further, the City prepared a set of conditions of approval that would be applied through the Conditional Use Permit process which would restrict activities to those resulting in negligible impacts on surrounding properties, as identified within the environmental review and through the Staff Development Review process.

*d) That the proposed change is consistent with the adopted general plan;*

The proposed Specific Plan Amendment would be consistent with the goals and policies of the General Plan in that specific plans are documents designed and written to implement the goals and policies of a general plan. The vision for the SCCSP includes developing the specific plan area with attractive design and economically viable development. Goals of the SCCSP include developing neighborhood serving specific commercial uses, as well as preserving and enhancing commercial development key nodes. The 13th Avenue Corners District is identified as a key commercial node that seeks to improve this specific intersection (Centre City Parkway and 13th Avenue) for the purposes of enhancing safety and increasing pedestrian and bicycling opportunities and amenities. While the Project would entail permitting of a drive-through use, the Project design integrates key pedestrian-oriented features intended to serve the surrounding neighborhoods and local uses. These include facets of the Project design not typically seen in intensive auto-oriented areas, such as a smaller building design with walkup ordering only; an enlarged outdoor dining area; identified pedestrian access from both street frontages--including striped pedestrian crosswalks on-site; and enhanced landscaping and buffering of the outdoor dining area from the drive-aisles. Therefore, the proposed Project is consistent with the vision and goals of the SCCSP. The Project is also consistent with policies outlined in the Economic Prosperity Element chapter of the City's 2012 General Plan, specifically:

*e) Employment Acreage Policy 1.4 Promote quality economic development that fosters job availability, economic revitalization, and tax revenues.*

The Project would allow for additional employment (short/long term) opportunities within the SCCSP area, that are walkable, and bikeable to many of the area residents. The proposed restaurant use is replacing an existing vacant restaurant and is not anticipated to generate noise, traffic, lighting, or



other impacts that would be detrimental to adjacent properties or uses than what was previously experienced. In accordance with CEQA Guidelines, an Initial Study/Mitigated Negative Declaration (“IS/MND”) was prepared for the project. The preparation of the environmental review in accordance with CEQA Guidelines and Article 47 of the Escondido Zoning Code ensures the Project’s consistency with the General Plan’s Environmental Review Goal 18.

*f) That the proposed change of zone does not establish a residential below 70% of the maximum permitted density of any lot or parcel of land previously zone R-3, R-4, or R-5 unless the exceptions regarding dwelling unit density can be made pursuant to the provisions set forth in Article 6;*

The Project consists of a Specific Plan Amendment to amend the South Centre City Specific Plan (“SCCSP”). As outlined in Table 4.2 (Permitted Land Uses for Specified District/Subareas) of the SCCSP, multi-family residential uses are not permitted within the 13th Avenue Corners District. The proposed Specific Plan Amendment amends the land use matrix in Table 4.2 to allow an auto-oriented restaurant use within the district, subject to a Conditional Use Permit. The proposed change does not establish residential densities in a district which currently does not permit residential development.

*g) That the relationship of the proposed change is applicable to specific plans;*

The proposed change is applicable to the SCCSP, and does not affect the Escondido Zoning Code in that the SCCSP sets the governing standards and allowed uses within it and does not defer to the Zoning Code for allowable uses. The proposed amendment would only impact the 13th Avenue Corners District and more specifically, only one corner of that district where four exist. As indicated in Table 4.2 of the SCCSP, auto-oriented uses continue to be subject to Section 33-341 (Commercial drive-through facilities requirements) of Article 16 (Commercial Zones) of the Escondido Zoning Code.

## **2. South Centre City Specific Plan Findings for Approval (Section 9.2.2.1 of Chapter 9 of the South Centre City Specific Plan)**

With respect to the Project, the City Council make the following findings for approval of the Project:

*a) The project successfully reflects the goals and vision of the Specific Plan;*

The Project site is governed by the South Centre City Specific Plan (“SCCSP”). Specific Plans are documents designed and written to implement the goals and policies of a general plan. The vision for the SCCSP includes developing the specific plan area with attractive design and economically viable development. Goals of the SCCSP include developing neighborhood-serving specific commercial uses, as well as preserving and enhancing commercial development key nodes. The 13th Avenue Corners District is identified as a key commercial node that seeks to improve this specific intersection (Centre City Parkway and 13th Avenue) for the purposes of enhancing safety and increasing pedestrian and bicycling opportunities and amenities. While the Project would entail permitting of a drive-through use, the Project design integrates key pedestrian-oriented features intended to serve the surrounding neighborhoods and local uses. These include facets of the Project design not typically seen in intensive auto-oriented areas,

such as a smaller building design with walk-up ordering only; an enlarged outdoor dining area; identified pedestrian access from both street frontages—including striped pedestrian crosswalks on-site; and enhanced landscaping and buffering of the outdoor dining area from the drive-aisles. Therefore, the proposed Project is consistent with the vision and goals of the SCCSP.

*b) The project represents successful implementation of the Specific Plan’s development standards and complies with all other applicable provisions of local and State law;*

The Project complies with development standards outlined in the Specific Plan, and Article 16 (Commercial Zones) of the Escondido Zoning Code which further regulates auto-oriented uses. An Initial Study/Mitigated Negative Declaration was prepared in accordance with State Law, and found that any impacts from the Project may be mitigated to less than significant with mitigation incorporated.

*c) The Project exhibits overall, successful implementation of site and building design guidelines and the project reinforces the design context of the surrounding area;*

The Project site is governed by the South Centre City Specific Plan (“SCCSP”). Specific Plans are documents designed and written to implement the goals and policies of a general plan. The vision for the SCCSP includes developing the specific plan area with attractive design and economically viable development. Goals of the SCCSP include developing neighborhood-serving specific commercial uses, as well as preserving and enhancing commercial development key nodes. The 13th Avenue Corners District is identified as a key commercial node that seeks to improve this specific intersection (Centre City Parkway and W. 13th Avenue) for the purposes of enhancing safety and increasing pedestrian and bicycling opportunities and amenities. While the Project would entail permitting of a drive through use, the Project design integrates key pedestrian-oriented features intended to serve the surrounding neighborhoods and local uses. These include facets of the Project design not typically seen in intensive auto-oriented areas, such as a smaller building design with walk-up ordering only; an enlarged outdoor dining area; identified pedestrian access from both street frontages—including striped pedestrian crosswalks on-site; and enhanced landscaping and buffering of the outdoor dining area from the drive-aisles. Therefore, the proposed Project is consistent with the vision and goals of the SCCSP.

The proposed Project would replace the existing large scale and bulky restaurant structure (9,558 square feet) with a restaurant of reduced profile that is smaller in scale, size (3,126 square feet), and massing. The architectural designs are complimentary to surrounding color schemes, and provide a mixture of materials, and enhanced visibility (into and from the site). The proposed Project includes compatibility in terms of design and landscape components to that of the surrounding community through use of buffered landscape areas between the adjacent public right-of-way and the site improvements. The proposed building’s façades along W. 13th Avenue (i.e., the primary street) and S. Pine Street would include large windows, which would allow clear views into the interior to the restaurant. The use of lattice screening (low/high height) for the open-air dining and ordering/pickup areas would facilitate visual transparency and interest into the site and new structures.





# STAFF REPORT

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December 4, 2024  
File Number 0830-20

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## SUBJECT

**HICKORY STREET OFFICE TO RESIDENTIAL CONVERSION - PL23-0190, PL23-0191, PL24-0215, PL24-0225, PL24-0229**

## DEPARTMENT

Development Services Department, Planning Division

## RECOMMENDATION

Request that the City Council adopt the following Resolution denying the Project:

1. Adopt Resolution No. 2024-179, denying the proposed General Plan Amendment, Zone Map Amendment, Master and Precise Plan (Planned Development Permit), and Design Review Permit for the Project.

Staff Recommendation: Denial (Development Services Department: Deputy City Manager, Christopher McKinney)

## ALTERNATIVE OPTIONS

The alternative options listed below are provided in the event the City Council decides to approve the Project:

1. The City Council may table the Project to a date uncertain, and direct the Applicant to work with City Staff on a site design consistent with the City's adopted General Plan. If the City Council opts to move forward with this option, staff requests the Council provide specific guidance to the Applicant as to the nature of the Council's direction.
2. If the City Council disagrees with the Planning Commission's recommendation to deny the Project, and believes the finding in support of the General Plan Amendment can be made then, staff requests the City Council express an intent to approve the Project, and direct staff to draft resolution/ordinance of approval in their motion. In doing so, the City Council would also make clear within the motion the following items: justification in support of the General Plan Amendment's required finding, as identified in this staff report; whether to grant the requested density bonus and waiver related to the required dedication; and, adoption of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program prepared for the Project.

Presenter: Ivan Flores, AICP, Senior Planner



# CITY of ESCONDIDO

## STAFF REPORT

**ESSENTIAL SERVICE** – Yes, Land Use/Development

**COUNCIL PRIORITY** – Increase Retention and Attraction of People and Businesses to Escondido

### FISCAL ANALYSIS

A denial of the Project would not result in direct costs to the City.

An approval of the Project would result in the private development Project paying development impact fees in effect at the time permits are requested.

### BACKGROUND

Escondido Investments LLC (“Applicant”) submitted a request for the following land use applications: a General Plan Amendment to amend the land use designation for the subject parcel from Office (O) to Urban V (U5) to permit a maximum residential density of 30 dwelling units per acre (30 du/acre); a Zone Map Amendment to rezone the site from Hospital Professional (“H-P”) to Very High Multifamily Residential (R-5) to permit the proposed multi-family residential use; a Master and Precise Development Plan for the adoption of a Planned Development Zone and Permit; and a Design Review Permit all to allow for the conversion of the existing office building into 21 residential dwelling units (“Project”). The Project also includes a Density Bonus Request to exceed the allowable density, and allow for the utilization of incentives/concessions and waivers as permitted by State Density Bonus Law (“SDBL”), and Article 67 (Density Bonus and Residential Incentives) of the Escondido Zoning Code. As required by SDBL, the Applicant proposes to deed restrict two of the 21 units for low-income households.

The Project site is currently developed with an existing 19,600 square-foot office building, and is located at the northeast corner of Hickory Street and 3<sup>rd</sup> Avenue. The Project site is located within the H-P zone and maintains a General Plan land use designation of Office (O). The Project site is surrounded by a mix of medical office uses, and low- to medium-density residential uses in the surrounding area. The Project site is within the vicinity of the Downtown Specific Plan (“DSP”) and the newly adopted East Valley Specific Plan (“EVSP”).

### ANALYSIS

The Project includes a request for a General Plan Amendment, Zone Map Amendment, Master and Precise Plan for adoption of a Planned Development Zone and Permit, and a Design Review Permit to facilitate the conversion of an existing office building into 21 residential dwelling units. All of the requested entitlements noted above are dependent upon the General Plan Amendment being granted. If the General Plan Amendment is denied, all subsequent actions (i.e., Zone Map Amendment, Master and Precise Plan, and a Design Review Permit) would be denied.



# CITY of ESCONDIDO

## STAFF REPORT

The Applicant also proposes to deed restrict two units for low-income households to exceed the allowable density (20 dwelling units), and proposes the use of the following incentives/concessions and waivers:

**Incentive/Concessions:** As permitted by SDBL, the Applicant is permitted one incentive/concession due to the provision of affordable units. An incentive/concession can include a reduction or elimination of site development standards, zoning code requirements, etc. that will result in an identifiable cost reduction to achieve the proposed density. The Applicant proposes the use of their incentive/concession on the requirement to resurface the adjacent alley, and reconstruction of the gutter.

**Waiver:** A waiver, unlike an incentive/concession, is unlimited and is applied to development standards (e.g., setbacks, building height, lot coverage) that physically preclude a project from achieving the proposed density. The Applicant is requesting the use of a waiver on the following items: 1) required covered parking, 2) usable open space, 3) double row parking separated by a landscape planter, and 4) the requirement to dedicate 2'-0" along the alley frontage.

City staff identified two issues with the proposed Project:

**Issue 1:** The requested General Plan Amendment is not consistent with policies within the City's adopted 2012 General Plan related to open space and multifamily development due to the Project design omitting usable open space. Therefore, staff is unable to support the required finding for a General Plan Amendment due to the lack of usable open space being inconsistent with adopted General Plan policies. Required findings are the threshold staff use for determining whether to recommend approval of a project. Because staff is unable to make the General Plan Amendment finding, a number of additional findings related to the remaining requested entitlements are also unable to be met due to them requiring consistency with the General Plan.

The Applicant provided justification stating the need for housing within the City warrants the General Plan Amendment, which can be found under Attachment "1". However, City staff's position is that the Housing Element identifies over 850 sites within Escondido accommodating over 9,000 residential units where housing may be built by-right and without the need for a General Plan Amendment. The Project site is not located on the identified sites and denial of the Project would not preclude the City from accommodating its regional housing need. Therefore, staff does not agree the need for housing on this site warrants approval of a request inconsistent with the City's adopted General Plan. It is possible that the City Council may decide to agree with the Applicant's provided justification for the General Plan Amendment, in which case Attachment "1" provides example findings for approval based on the Applicant's proposed justification.

**Issue 2:** As discussed throughout the Planning Commission staff report, dated November 12, 2024 (Attachment "2"), staff does not agree with the utilization of a waiver on the requirement to dedicate as it does not physically preclude the Project from achieving the proposed density as shown on Project plans.



# CITY of ESCONDIDO

## STAFF REPORT

A complete analysis of the Project, including the two identified issues, may be found within the attached Planning Commission staff report, dated November 12, 2024.

### PRIOR ACTION

On November 12, 2024, the Planning Commission held a duly noticed public hearing for the Project. As discussed in Attachment “2,” staff recommended denial of the Project to the Planning Commission due to the omission of usable open space which is inconsistent with the City’s adopted 2012 General Plan.

During the November 12<sup>th</sup> meeting, the Planning Commission raised a number of concerns regarding the Project. In summary, the majority of the Planning Commission expressed that the Project was not consistent with the General Plan, and the merits of the Project did not warrant the land use change proposed by the Applicant. However, the Commission also expressed that granting of the General Plan Amendment would result in conversion of an underutilized building in to a use that is consistent with the surrounding area, and may address perceived notions of vagrancy on the subject parcel.

Ultimately, the Planning Commission voted 3 – 1 (one abstention, and two excused absences) to adopt Resolution No. 2024-20, recommending denial to the City Council of the Project as proposed.

### ENVIRONMENTAL ANALYSIS

Pursuant to the California Environmental Quality Act Guidelines (CEQA), the denial action is exempt from CEQA since it qualifies for statutory exemption section 15270, which applies to projects that a public agency rejects or disapproves.

However, an Initial Study/Mitigated Negative Declaration was prepared for the Project and circulated for public review for a period of 20-days pursuant to CEQA Guidelines Section 15073. The Final Initial Study/Mitigated Negative Declaration is attached as Attachment “3” for the City Council’s consideration in compliance with CEQA Guidelines Section 15074 (a).

If the City Council chooses to approve the Project, and direct staff to prepare a resolution/ordinance for approval of the Project, staff will also incorporate adoption of the Mitigated Negative Declaration and corresponding Mitigation Monitoring and Reporting Program (MMRP), and file a Notice of Determination with the County Clerk of San Diego as directed in the approving documents.

### CONCLUSION AND STAFF/PLANING COMMISSION RECOMMENDATION

The Project includes a request for several entitlements that would facilitate the conversion of an existing vacant building into residential units. For reasons discussed throughout this staff report, and the attached Planning Commission staff report (Attachment “2”), staff recommends denial of the General Plan Amendment which will result in the denial of all subsequent permits that require consistency with the proposed General Plan Amendment. The Project as proposed is not consistent with the City’s adopted



# CITY of ESCONDIDO

## STAFF REPORT

2012 General Plan which encourages high quality multifamily residential developments including, but not limited to, the provision of usable open space as enforced by the Escondido Zoning Code.

If the City Council chooses to approve the Project, and the City Council believes that the findings in support of the General Plan Amendment can be made (meaning the requested amendment aligns with the City's adopted policies) and decides to move to approve the Project, then a motion to approve would need to address both issues 1 and 2 identified within this report.

- Issue 1: City Council's motion to approve would need to include language on how the Project complies with General Plan Review and Amendment Policy 17.5 below.

*General Plan Review and Amendment Policy 17.5: Identified physical, social, or city-wide economic factors or changes that have made the General Plan designation, policy statement goal, or intent in question inappropriate from the standpoint of the general public welfare. Unless the applicant provides substantial documentation that the changes have occurred, the GPA request shall be denied.*

The City Council may choose to rely on the Applicant's justification for approval of the General Plan Amendment, which is incorporated in Attachment "1" – Findings Necessary for Approval of the Project. If the City Council chooses to approve the Project, draft conditions of approval are provided under Attachment "4" for reference.

- Issue 2: City Council's motion to approve would need to specify whether or not the density bonus is consistent with the provisions of State Density Bonus Law and Article 67 of the Escondido Municipal Code and whether they are granting the requested waiver on the dedication requirement.

Based on the analysis contained in this staff report, and the Planning Commission Staff Report, dated November 12, 2024, staff recommend that the City Council adopt Resolution No. 2024-179 denying the requested General Plan Amendment, Zone Map Amendment, Master and Precise Plans for adoption of a Planned Development Zone and Permit, and a Design Review Permit for the facilitation of an existing office building into 21 residential units.

### ALTERNATIVE CITY COUNCIL ACTION

If the City Council chooses to approve the Project, the following options are provided:

1. The City Council may table the Project to a date uncertain, and direct the Applicant to work with City Staff on a site design consistent with the City's adopted General Plan. If the City Council opts to move forward with this option, staff recommend the Council provide specific guidance to the Applicant as to the nature of the Council's direction.





# CITY of ESCONDIDO

## STAFF REPORT

2. If the City Council disagrees with the Planning Commission's recommendation to deny the Project, and believes the finding in support of the General Plan Amendment can be made then staff requests the City Council express an intent to approve the Project, and direct staff to draft resolution/ordinance of approval in their motion. In doing so, the City Council would also make clear within the motion the following items: justification in support of the General Plan Amendment's required finding, as identified in this staff report; whether to grant the requested waiver related to the required dedication; and adoption of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program prepared for the Project.

### RESOLUTIONS

- a) Resolution No. 2024-179
- b) Resolution No. 2024-179 – Exhibit "A" – Legal Description
- c) Resolution No. 2024-179 – Exhibit "B" – Findings of Fact
- d) Resolution No. 2024-179 – Exhibit "C" – Drawings

### ATTACHMENTS

- a) Attachment "1" – Findings Necessary for Approval of the Project
- b) Attachment "2" – Planning Commission staff report, *dated November 12, 2024*
- c) Attachment "3" – Final Initial Study/ Mitigated Negative Declaration
- d) Attachment "3" – Draft Conditions of Approval

## RESOLUTION NO. 2024-179

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, DENYING A GENERAL PLAN AMENDMENT, ZONE MAP AMENDMENT, MASTER/PRECISE DEVELOPMENT PLAN (PLANNED DEVELOPMENT PERMIT), AND DESIGN REVIEW PERMIT FOR THE PROJECT

WHEREAS, Escondido Investments LLC (“Applicant”), filed a land use development application, Planning Cases No(s). PL23-0190/PL24-0225/PL23-0191/PL24-0215/PL24-0229 (“Application”) constituting a request for a General Plan Map Amendment to change the land use designation to Urban V (U5); a Zone Map Amendment to rezone the subject site to Very High Multifamily Residential (“R-5”); a Master Development Plan and Precise Development Plan for adoption of a Planned Development Zone; and a Design Review Permit for conversion of an existing office building into 21 residential dwelling units (“Project”) on a .69 gross acre site located at 240 S. Hickory Street (APN 229-492-14-00), in the Hospital Professional (“H-P”) zone; 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, on April 19, 2023, City Council authorized the processing of a General Plan Amendment for the Project, as permitted by Article 61 (Administration and Enforcement); and

WHEREAS, a General Plan Amendment was submitted to amend the Property’s land use designation from Office (O) to Urban V (U5) to permit a maximum residential density of 30 dwelling units per acre; and

WHEREAS, General Plan Review and Amendment Policy 17.5 requires that the Applicant submit written findings that the amendment is necessary due to identified physical, social, or city-wide economic

factors or changes that have made the General Plan designation, policy statement goal, or intent in question inappropriate from the standpoint of the general public welfare; and

WHEREAS, for reasons discussed in the Planning Commission staff report dated November 12, 2024, incorporated herein as though fully set forth, the proposed General Plan Amendment is inconsistent with the goals and policies of the City's 2012 General Plan; and

WHEREAS, a Zone Map Amendment was submitted concurrently with the General Plan Amendment to rezone the subject property from H-P to R-5; and

WHEREAS, disapproval of the General Plan Amendment will result in an inconsistency between the requested proposed zone change, and existing General Plan land use designation; and

WHEREAS, residential uses are not permitted within the H-P zoning district; and

WHEREAS, a Master Development Plan and Precise Development Plan were submitted for adoption of a Planned Development Zone in accordance with Article 19 (Planned Development Zone); and

WHEREAS, approval of a Planned Development Zone requires consistency with the underlying zoning district, and General Plan land use designation; and

WHEREAS, approval of the proposed General Plan Amendment is inconsistent with the goals and policies of the City's 2012 General Plan, and consequently inconsistent with the findings necessary for review and approval of a Planned Development Zone; and

WHEREAS, a Planned Development Permit and Zone to permit residential uses would be inconsistent with the existing General Plan land use designation of Office (O) as a result of the General Plan Amendment's denial; and

WHEREAS, a Design Review Permit is required in accordance with Article 64 (Design Review) of the Escondido Zoning Code; and

WHEREAS, the findings necessary for the review and approval of a Design Review Permit require consistency with landscape standards, and the goals and objectives in the City's General Plan; and

WHEREAS, on November 12, 2024, the Planning Commission of the City of Escondido held a duly noticed public hearing, and adopted Resolution No. 2024-20, incorporated herein as though fully set forth herein, recommending that the City Council deny the proposed Project; and

WHEREAS, as discussed in the City Council staff report dated December 4, 2024 and Exhibit "B" of this Resolution, the Project is inconsistent with the City's 2012 General Plan, and provisions of the Escondido Zoning Code; and

WHEREAS, pursuant to CEQA and the 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, pursuant to CEQA Guidelines Section 15270 (Projects Which Are Disapproved) the City Council action to deny the Project as proposed is statutorily exempt from CEQA; and

WHEREAS, City staff provided public notice of the application in accordance with City (Article 61, Division 6) and State public noticing requirements; and

WHEREAS, on December 4, 2024, the City Council held a duly noticed public hearing as prescribed by law, at which time the City Council 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

regarding the Project. Evidence was submitted to and considered by the City Council, including, without limitation:

- a. Written information including plans, studies, written and graphical information, and other material, submitted by the Applicant; and
- b. Oral testimony from City staff, interested parties, and the public; and
- c. The City Council staff report, dated December 4, 2024, with its attachments as well as City staff's and the Planning Commission'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, the public hearing before the City Council was conducted in all respects as required by the Escondido Municipal Code and the rules of the City Council.

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 in its independent judgement has determined that this action denying the Project is statutorily exempt from the California Environmental Quality Act Guidelines under Section 15270 (Projects Which Are Disapproved).
3. After consideration of all evidence presented, and studies and investigations made by the City Council and on its behalf, the City Council makes the following substantive findings and determinations, attached hereto as Exhibit "B," relating to the information that has been considered. In accordance with

the Findings of Fact and the foregoing, the City Council reached a decision on the matter as hereinafter set forth.

4. The Application to use the Property for the Project is **hereby denied** by the City Council of the City of Escondido.

5. The development plans for the Project are on file in the Planning Division of the Development Services Department and are available for inspection by anyone interested herein, and the development plans are incorporated herein by this reference as if they were fully set forth herein, and attached as Exhibit "C" of this Resolution.

## Findings Necessary for Approval of the Project

Project Case No. PL23-0190/PL24-0225/PL23-0191/PL24-0215/PL24-0229

**Environmental Determinations**

1. An Initial Study/Mitigated Negative Declaration ("IS/MND") for the Project was prepared, published, circulated and reviewed in accordance with the requirements of CEQA, the CEQA Guidelines, and the local environmental procedures. The decision-making body of the Lead Agency shall adopt the proposed IS/MND only if:
  - It finds on the basis of the whole record before it that there is no substantial evidence the project will have a significant effect on the environment, and
  - The IS/MND reflects the Lead Agency's independent judgment and analysis.
2. The IS/MND was circulated for a 20-day public review period beginning September 26, 2024 through October 15, 2024.
3. The Final IS/MND and Mitigation Monitoring and Reporting Plan ("MMRP"), collectively constitute the environmental documentation under and pursuant to CEQA, the CEQA Guidelines, and local environmental procedures relating to the project, and shall be referred to herein collectively as "CEQA Documents"
4. The City Council has received the material record supporting all of the CEQA documents for the Project. The City Council, finds the following:
  - The Final IS/MND reflects the City's independent judgment and analysis.
  - That there is no substantial evidence that the Project or any of its aspects could result in significant adverse impacts, or that cannot be fully mitigated. All previously identified impacts have been mitigated to less than a significant level.
  - The City Council also finds that the mitigation measures listed in the MMRP will not cause any potentially significant effects.
  - The Final IS/MND has been completed in compliance with CEQA and it constitutes a complete, accurate, adequate and good faith effort at full disclosure under CEQA
5. Mitigation measures are recommended to be incorporated as part of the adoption of the Mitigated Negative Declaration. The approval of the Project also includes the adoption of the MMRP, attached hereto this Resolution.
6. Pursuant to Public Resources Code Section 21081.6(a)(2) and CEQA Guidelines section 15091(e), all documents and other materials which constitute the record of proceedings are located at the City of Escondido, City Hall. 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 Planning Commission'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

**General Plan Amendment (PL23-0190)**

*General Plan Review and Amendment Policy 17.5: Identified physical, social, or city-wide economic factors or changes that have made the General Plan designation, policy statement goal, or intent in question inappropriate from the standpoint of the general public welfare. Unless the applicant provides substantial documentation that the changes have occurred, the GPA request shall be denied.*

**Applicant's Substantiation of Request:**

In August 2021, the Escondido City Council found that the rising housing costs and lack of affordable housing options have led to a rise in homelessness in the region, including within the City of Escondido. The conversion of underutilized office buildings to housing is a creative, adaptive reuse of existing buildings which can substantially reduce the cost redevelopment while maintaining the existing scale and character of established neighborhoods. This type of redevelopment provides a much-needed housing type for those seeking housing at the lower end of the cost spectrum.

Therefore, Escondido Investments LLC (applicant) is requesting the City of Escondido (City) process a General Plan Amendment (GPA) and Zone Amendment (AZ) to allow the conversion of an existing medical office building located at 240 S. Hickory Street in Escondido (APN: 229-492-14-00) to a 20-unit, one- and two-bedroom multi-family residential development in accordance with Article 19, Planned Development (P-D) Zone, of the Escondido Municipal Code (EMC). The project site is approximately 0.69 acres in size and contains one, three-story structure historically used for medical offices. The existing building contains a total of approximately 16,885 square feet (sf) of gross building area. The site is surrounded by single-family residences and low-rise medical offices to the north, single-family residences to the east, condominiums and single-family residences to the south, and multi-family residences (Summit Apartments) to the west.

The project site has a land use designation of General Office (2.0 FAR) and the current zoning designation for the project site is Hospital Professional (H-P), which is considered a commercial zoning designation for interim development of medical or office use. Surrounding zoning and land use designations include H-P and Office to the north, Light-Multiple Residential (R-2-12) and Office to the east, R-2-12 and Urban II (U2) to the south, and Residential Planned Development (PD-R-12) and U2 to the west. With the demolition and subsequent planned redevelopment of the old Palomar Hospital property, the surrounding area is seeing a decline in the need or demand for medical office support



services in the East Valley neighborhood area, including at the project site. Adaptive reuse to housing units would allow for a land use consistent with the surrounding neighborhood and construction that would be minimally impactful since it would primarily involve interior changes.

The site would operate as a market-rate rental property offering a lower cost and stable long-term living situation. This would allow for a greater variety of housing availability for the community. In addition, the proposed physical improvements will result in an enhanced environment for tenants and have a positive influence on the surrounding community. Overall, the conversion of an underutilized office building to multi-family residential units will be a benefit to the immediate neighborhood and community at large.

### **Zone Map Amendment Findings (PL24-0225)**

#### **(Section 33-1263 of Article 61 – Administration and Enforcement of the Escondido Zoning Code)**

1. *That the public health, safety and welfare will not be adversely affected by the proposed change*

#### **Applicant's Substantiation of Request:**

In August 2021, the Escondido City Council found that the rising housing costs and lack of affordable housing options have led to a rise in homelessness in the region, including within the City of Escondido. The conversion of underutilized office buildings to housing is a creative, adaptive reuse of existing buildings which can substantially reduce the cost redevelopment while maintaining the existing scale and character of established neighborhoods. This type of redevelopment provides a much-needed housing type for those seeking housing at the lower end of the cost spectrum.

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The project site has a land use designation of General Office (2.0 FAR) and the current zoning designation for the project site is Hospital Professional (H-P), which is considered a commercial zoning designation for interim development of medical or office use. Surrounding zoning and land use designations include H-P and Office to the north, Light-

Multiple Residential (R-2-12) and Office to the east, R-2-12 and Urban II (U2) to the south, and Residential Planned Development (PD-R-12) and U2 to the west. With the demolition and subsequent planned redevelopment of the old Palomar Hospital property, the surrounding area is seeing a decline in the need or demand for medical office support services in the East Valley neighborhood area, including at the project site. Adaptive reuse to housing units would allow for a land use consistent with the surrounding neighborhood and construction that would be minimally impactful since it would primarily involve interior changes.

The site would operate as a market-rate rental property offering a lower cost and stable long-term living situation. This would allow for a greater variety of housing availability for the community. In addition, the proposed physical improvements will result in an enhanced environment for tenants and have a positive influence on the surrounding community. Overall, the conversion of an underutilized office building to multi-family residential units will be a benefit to the immediate neighborhood and community at large.

2. *That the property involved is suitable for the uses permitted by the proposed zone*

Applicant's Substantiation of Request:

In August 2021, the Escondido City Council found that the rising housing costs and lack of affordable housing options have led to a rise in homelessness in the region, including within the City of Escondido. The conversion of underutilized office buildings to housing is a creative, adaptive reuse of existing buildings which can substantially reduce the cost redevelopment while maintaining the existing scale and character of established neighborhoods. This type of redevelopment provides a much-needed housing type for those seeking housing at the lower end of the cost spectrum.

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The project site has a land use designation of General Office (2.0 FAR) and the current zoning designation for the project site is Hospital Professional (H-P), which is considered a commercial zoning designation for interim development of medical or office use. Surrounding zoning and land use designations include H-P and Office to the north, Light-

Multiple Residential (R-2-12) and Office to the east, R-2-12 and Urban II (U2) to the south, and Residential Planned Development (PD-R-12) and U2 to the west. With the demolition and subsequent planned redevelopment of the old Palomar Hospital property, the surrounding area is seeing a decline in the need or demand for medical office support services in the East Valley neighborhood area, including at the project site. Adaptive reuse to housing units would allow for a land use consistent with the surrounding neighborhood and construction that would be minimally impactful since it would primarily involve interior changes.

The site would operate as a market-rate rental property offering a lower cost and stable long-term living situation. This would allow for a greater variety of housing availability for the community. In addition, the proposed physical improvements will result in an enhanced environment for tenants and have a positive influence on the surrounding community. Overall, the conversion of an underutilized office building to multi-family residential units will be a benefit to the immediate neighborhood and community at large.

3. *That the uses permitted by the proposed zone would not be detrimental to surrounding properties*

Applicant's Substantiation of Request:

In August 2021, the Escondido City Council found that the rising housing costs and lack of affordable housing options have led to a rise in homelessness in the region, including within the City of Escondido. The conversion of underutilized office buildings to housing is a creative, adaptive reuse of existing buildings which can substantially reduce the cost redevelopment while maintaining the existing scale and character of established neighborhoods. This type of redevelopment provides a much-needed housing type for those seeking housing at the lower end of the cost spectrum.

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The project site has a land use designation of General Office (2.0 FAR) and the current zoning designation for the project site is Hospital Professional (H-P), which is considered a commercial zoning designation for interim development of medical or office use.

Surrounding zoning and land use designations include H-P and Office to the north, Light-Multiple Residential (R-2-12) and Office to the east, R-2-12 and Urban II (U2) to the south, and Residential Planned Development (PD-R-12) and U2 to the west. With the demolition and subsequent planned redevelopment of the old Palomar Hospital property, the surrounding area is seeing a decline in the need or demand for medical office support services in the East Valley neighborhood area, including at the project site. Adaptive reuse to housing units would allow for a land use consistent with the surrounding neighborhood and construction that would be minimally impactful since it would primarily involve interior changes.

The site would operate as a market-rate rental property offering a lower cost and stable long-term living situation. This would allow for a greater variety of housing availability for the community. In addition, the proposed physical improvements will result in an enhanced environment for tenants and have a positive influence on the surrounding community. Overall, the conversion of an underutilized office building to multi-family residential units will be a benefit to the immediate neighborhood and community at large.

*4. That the proposed change is consistent with the adopted general plan*

Applicant's Substantiation of Request:

In August 2021, the Escondido City Council found that the rising housing costs and lack of affordable housing options have led to a rise in homelessness in the region, including within the City of Escondido. The conversion of underutilized office buildings to housing is a creative, adaptive reuse of existing buildings which can substantially reduce the cost redevelopment while maintaining the existing scale and character of established neighborhoods. This type of redevelopment provides a much-needed housing type for those seeking housing at the lower end of the cost spectrum.

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The project site has a land use designation of General Office (2.0 FAR) and the current zoning designation for the project site is Hospital Professional (H-P), which is considered a commercial zoning designation for interim development of medical or office use.

Surrounding zoning and land use designations include H-P and Office to the north, Light-Multiple Residential (R-2-12) and Office to the east, R-2-12 and Urban II (U2) to the south, and Residential Planned Development (PD-R-12) and U2 to the west. With the demolition and subsequent planned redevelopment of the old Palomar Hospital property, the surrounding area is seeing a decline in the need or demand for medical office support services in the East Valley neighborhood area, including at the project site. Adaptive re-use to housing units would allow for a land use consistent with the surrounding neighborhood and construction that would be minimally impactful since it would primarily involve interior changes.

The site would operate as a market-rate rental property offering a lower cost and stable long-term living situation. This would allow for a greater variety of housing availability for the community. In addition, the proposed physical improvements will result in an enhanced environment for tenants and have a positive influence on the surrounding community. Overall, the conversion of an underutilized office building to multi-family residential units will be a benefit to the immediate neighborhood and community at large.

5. *That the proposed change of zone does not establish a residential density below 70% of the maximum permitted density of any lot or parcel of land previously zoned R-3, R-4, or R-5 unless the exceptions regarding dwelling unit density can be made pursuant to the provisions set forth in Article 6*

The proposed Project does include a density that would yield 70% of the maximum density allowed under an Urban V land use designation.

6. *That the relationship of the proposed change is applicable to specific plans*

The Project site is not located within a Specific Plan, and any changes to the existing zoning district are not applicable to specific plans. The proposed change is not applicable to specific plans.

**Planned Development Permit Findings (PL23-0191/PL24-0215)**  
**(Section 33-403 of Article 19 – Planned Development Zones of the Escondido Zoning Code)**

1. *The location, design, and residential density of the proposed planned development is consistent with the goals and policies of the Escondido General Plan and any applicable specific plan or with any policies adopted by, or being considered by the Escondido city council, or in the process of being prepared and adopted*

**Applicant's Substantiation of Request:**

In August 2021, the Escondido City Council found that the rising housing costs and lack of affordable housing options have led to a rise in homelessness in the region, including

within the City of Escondido. The conversion of underutilized office buildings to housing is a creative, adaptive reuse of existing buildings which can substantially reduce the cost redevelopment while maintaining the existing scale and character of established neighborhoods. This type of redevelopment provides a much-needed housing type for those seeking housing at the lower end of the cost spectrum.

Therefore, Escondido Investments LLC (applicant) is requesting the City of Escondido (City) process a General Plan Amendment (GPA) and Zone Amendment (AZ) to allow the conversion of an existing medical office building located at 240 S. Hickory Street in Escondido (APN: 229-492-14-00) to a 20-unit, one- and two-bedroom multi-family residential development in accordance with Article 19, Planned Development (P-D) Zone, of the Escondido Municipal Code (EMC). The project site is approximately 0.69 acres in size and contains one, three-story structure historically used for medical offices. The existing building contains a total of approximately 16,885 square feet (sf) of gross building area. The site is surrounded by single-family residences and low-rise medical offices to the north, single-family residences to the east, condominiums and single-family residences to the south, and multi-family residences (Summit Apartments) to the west.

The project site has a land use designation of General Office (2.0 FAR) and the current zoning designation for the project site is Hospital Professional (H-P), which is considered a commercial zoning designation for interim development of medical or office use. Surrounding zoning and land use designations include H-P and Office to the north, Light-Multiple Residential (R-2-12) and Office to the east, R-2-12 and Urban II (U2) to the south, and Residential Planned Development (PD-R-12) and U2 to the west. With the demolition and subsequent planned redevelopment of the old Palomar Hospital property, the surrounding area is seeing a decline in the need or demand for medical office support services in the East Valley neighborhood area, including at the project site. Adaptive reuse to housing units would allow for a land use consistent with the surrounding neighborhood and construction that would be minimally impactful since it would primarily involve interior changes.

The site would operate as a market-rate rental property offering a lower cost and stable long-term living situation. This would allow for a greater variety of housing availability for the community. In addition, the proposed physical improvements will result in an enhanced environment for tenants and have a positive influence on the surrounding community. Overall, the conversion of an underutilized office building to multi-family residential units will be a benefit to the immediate neighborhood and community at large.

*2. The proposed location allows the planned development to be well integrated with its surroundings*

The proposed Project would result in conversion of an existing office building approved for office uses into a multifamily residential development. The existing building would remain and negligible site changes would occur as a result of the residential development.

3. *All vehicular traffic generated by the planned development will be accommodated safely and without causing undue congestion upon adjoining streets*

The Project prepared a traffic scoping agreement which found that the traffic generated by the proposed use will not cause undue congestion upon adjoining streets.

4. *The proposed location and design allow residents and business establishments proposed within the zone to be adequately serviced by existing or proposed public facilities and services and does not provide an undue or negative impact on existing public facilities and services. In appropriate circumstances, and as provided elsewhere by city code, the city may require that suitable areas for schools, parks and playgrounds, pedestrian ways or public open spaces be dedicated for public use, or reserved by deed covenant for the common use of all residents, establishments or operations in the development*

The Project site is located in an urbanized area of the City and is serviced by existing utility connections as it is a developed site.

5. *The overall design of the proposed planned development does produce an attractive, efficient and stable environment*

Applicant's Substantiation of Request:

In August 2021, the Escondido City Council found that the rising housing costs and lack of affordable housing options have led to a rise in homelessness in the region, including within the City of Escondido. The conversion of underutilized office buildings to housing is a creative, adaptive reuse of existing buildings which can substantially reduce the cost redevelopment while maintaining the existing scale and character of established neighborhoods. This type of redevelopment provides a much-needed housing type for those seeking housing at the lower end of the cost spectrum.

Therefore, Escondido Investments LLC (applicant) is requesting the City of Escondido (City) process a General Plan Amendment (GPA) and Zone Amendment (AZ) to allow the conversion of an existing medical office building located at 240 S. Hickory Street in Escondido (APN: 229-492-14-00) to a 20-unit, one- and two-bedroom multi-family residential development in accordance with Article 19, Planned Development (P-D) Zone, of the Escondido Municipal Code (EMC). The project site is approximately 0.69 acres in size and contains one, three-story structure historically used for medical offices. The existing building contains a total of approximately 16,885 square feet (sf) of gross building area. The site is surrounded by single-family residences and low-rise medical offices to the north, single-family residences to the east, condominiums and single-family residences to the south, and multi-family residences (Summit Apartments) to the west.

The project site has a land use designation of General Office (2.0 FAR) and the current zoning designation for the project site is Hospital Professional (H-P), which is considered

a commercial zoning designation for interim development of medical or office use. Surrounding zoning and land use designations include H-P and Office to the north, Light-Multiple Residential (R-2-12) and Office to the east, R-2-12 and Urban II (U2) to the south, and Residential Planned Development (PD-R-12) and U2 to the west. With the demolition and subsequent planned redevelopment of the old Palomar Hospital property, the surrounding area is seeing a decline in the need or demand for medical office support services in the East Valley neighborhood area, including at the project site. Adaptive reuse to housing units would allow for a land use consistent with the surrounding neighborhood and construction that would be minimally impactful since it would primarily involve interior changes.

The site would operate as a market-rate rental property offering a lower cost and stable long-term living situation. This would allow for a greater variety of housing availability for the community. In addition, the proposed physical improvements will result in an enhanced environment for tenants and have a positive influence on the surrounding community. Overall, the conversion of an underutilized office building to multi-family residential units will be a benefit to the immediate neighborhood and community at large.

5. *The planned development is well integrated with its settings, does not require excessive earthmoving or grading, or destruction of desirable natural features, nor is visually obstructive or disharmonious with surrounding areas and facilities, and does not substantially harm major views from adjacent properties*

The Project entails conversion of an existing office building on a previously developed site, located within an urbanized area. No significant grading is required due to reuse of a vacant office building. The proposed Project does not result in any visually obstructive or disharmonious patterns of development, nor does it harm any major views due to the existing nature of the Project site.

6. *The uses proposed have a beneficial effect not obtainable under existing zoning regulations. Any departure from existing ordinance requirements shall be warranted by the design and the amenities incorporated in the planned development in accord with adopted city policy.*

The proposed residential conversion has the potential to produce 19 above moderate and two low-income units toward the City's Regional Housing Needs Allocation (RHNA).

### **Design Review Permit Findings (PL24-0229)**

#### **(Section 33-1359 of Article 64 – Design Review of the Escondido Zoning Code)**

1. *The proposed site plan has been designed in a manner which is compatible with the natural and urban characteristics of the site and the surrounding neighborhood*

Applicant's Substantiation of Request:



In August 2021, the Escondido City Council found that the rising housing costs and lack of affordable housing options have led to a rise in homelessness in the region, including within the City of Escondido. The conversion of underutilized office buildings to housing is a creative, adaptive reuse of existing buildings which can substantially reduce the cost redevelopment while maintaining the existing scale and character of established neighborhoods. This type of redevelopment provides a much-needed housing type for those seeking housing at the lower end of the cost spectrum.

Therefore, Escondido Investments LLC (applicant) is requesting the City of Escondido (City) process a General Plan Amendment (GPA) and Zone Amendment (AZ) to allow the conversion of an existing medical office building located at 240 S. Hickory Street in Escondido (APN: 229-492-14-00) to a 20-unit, one- and two-bedroom multi-family residential development in accordance with Article 19, Planned Development (P-D) Zone, of the Escondido Municipal Code (EMC). The project site is approximately 0.69 acres in size and contains one, three-story structure historically used for medical offices. The existing building contains a total of approximately 16,885 square feet (sf) of gross building area. The site is surrounded by single-family residences and low-rise medical offices to the north, single-family residences to the east, condominiums and single-family residences to the south, and multi-family residences (Summit Apartments) to the west.

The project site has a land use designation of General Office (2.0 FAR) and the current zoning designation for the project site is Hospital Professional (H-P), which is considered a commercial zoning designation for interim development of medical or office use. Surrounding zoning and land use designations include H-P and Office to the north, Light-Multiple Residential (R-2-12) and Office to the east, R-2-12 and Urban II (U2) to the south, and Residential Planned Development (PD-R-12) and U2 to the west. With the demolition and subsequent planned redevelopment of the old Palomar Hospital property, the surrounding area is seeing a decline in the need or demand for medical office support services in the East Valley neighborhood area, including at the project site. Adaptive reuse to housing units would allow for a land use consistent with the surrounding neighborhood and construction that would be minimally impactful since it would primarily involve interior changes.

The site would operate as a market-rate rental property offering a lower cost and stable long-term living situation. This would allow for a greater variety of housing availability for the community. In addition, the proposed physical improvements will result in an enhanced environment for tenants and have a positive influence on the surrounding community. Overall, the conversion of an underutilized office building to multi-family residential units will be a benefit to the immediate neighborhood and community at large.

2. *The bulk, scale, and architectural design of the proposed structure are compatible with the character of the surrounding neighborhood*

The Project entails conversion of an existing office building previously approved for office uses. The Project does not include any changes to the structure on-site.

3. *The project incorporates landscaping, irrigation and screening which is drought tolerant, appropriate for the site, and in compliance with the landscape standards established by the city*

Applicant's Substantiation of Request:

In August 2021, the Escondido City Council found that the rising housing costs and lack of affordable housing options have led to a rise in homelessness in the region, including within the City of Escondido. The conversion of underutilized office buildings to housing is a creative, adaptive reuse of existing buildings which can substantially reduce the cost redevelopment while maintaining the existing scale and character of established neighborhoods. This type of redevelopment provides a much-needed housing type for those seeking housing at the lower end of the cost spectrum.

Therefore, Escondido Investments LLC (applicant) is requesting the City of Escondido (City) process a General Plan Amendment (GPA) and Zone Amendment (AZ) to allow the conversion of an existing medical office building located at 240 S. Hickory Street in Escondido (APN: 229-492-14-00) to a 20-unit, one- and two-bedroom multi-family residential development in accordance with Article 19, Planned Development (P-D) Zone, of the Escondido Municipal Code (EMC). The project site is approximately 0.69 acres in size and contains one, three-story structure historically used for medical offices. The existing building contains a total of approximately 16,885 square feet (sf) of gross building area. The site is surrounded by single-family residences and low-rise medical offices to the north, single-family residences to the east, condominiums and single-family residences to the south, and multi-family residences (Summit Apartments) to the west.

The project site has a land use designation of General Office (2.0 FAR) and the current zoning designation for the project site is Hospital Professional (H-P), which is considered a commercial zoning designation for interim development of medical or office use. Surrounding zoning and land use designations include H-P and Office to the north, Light-Multiple Residential (R-2-12) and Office to the east, R-2-12 and Urban II (U2) to the south, and Residential Planned Development (PD-R-12) and U2 to the west. With the demolition and subsequent planned redevelopment of the old Palomar Hospital property, the surrounding area is seeing a decline in the need or demand for medical office support services in the East Valley neighborhood area, including at the project site. Adaptive reuse to housing units would allow for a land use consistent with the surrounding neighborhood and construction that would be minimally impactful since it would primarily involve interior changes.

The site would operate as a market-rate rental property offering a lower cost and stable long-term living situation. This would allow for a greater variety of housing availability for

the community. In addition, the proposed physical improvements will result in an enhanced environment for tenants and have a positive influence on the surrounding community. Overall, the conversion of an underutilized office building to multi-family residential units will be a benefit to the immediate neighborhood and community at large.

4. *All grading related to the project is in conformance to design standards set by Article 55, Grading and Erosion Control*

The Project entails conversion of an existing office building previously approved for office uses. No grading is proposed due to the reuse of a developed site.

5. *The project has incorporated the applicable design review standards contained in the ordinance codified in this section and other applicable ordinances into the site layout and building design*

Applicant's Substantiation of Request:

In August 2021, the Escondido City Council found that the rising housing costs and lack of affordable housing options have led to a rise in homelessness in the region, including within the City of Escondido. The conversion of underutilized office buildings to housing is a creative, adaptive reuse of existing buildings which can substantially reduce the cost redevelopment while maintaining the existing scale and character of established neighborhoods. This type of redevelopment provides a much-needed housing type for those seeking housing at the lower end of the cost spectrum.

Therefore, Escondido Investments LLC (applicant) is requesting the City of Escondido (City) process a General Plan Amendment (GPA) and Zone Amendment (AZ) to allow the conversion of an existing medical office building located at 240 S. Hickory Street in Escondido (APN: 229-492-14-00) to a 20-unit, one- and two-bedroom multi-family residential development in accordance with Article 19, Planned Development (P-D) Zone, of the Escondido Municipal Code (EMC). The project site is approximately 0.69 acres in size and contains one, three-story structure historically used for medical offices. The existing building contains a total of approximately 16,885 square feet (sf) of gross building area. The site is surrounded by single-family residences and low-rise medical offices to the north, single-family residences to the east, condominiums and single-family residences to the south, and multi-family residences (Summit Apartments) to the west.

The project site has a land use designation of General Office (2.0 FAR) and the current zoning designation for the project site is Hospital Professional (H-P), which is considered a commercial zoning designation for interim development of medical or office use. Surrounding zoning and land use designations include H-P and Office to the north, Light-Multiple Residential (R-2-12) and Office to the east, R-2-12 and Urban II (U2) to the south, and Residential Planned Development (PD-R-12) and U2 to the west. With the demolition and subsequent planned redevelopment of the old Palomar Hospital property, the surrounding area is seeing a decline in the need or demand for medical office support

services in the East Valley neighborhood area, including at the project site. Adaptive reuse to housing units would allow for a land use consistent with the surrounding neighborhood and construction that would be minimally impactful since it would primarily involve interior changes.

The site would operate as a market-rate rental property offering a lower cost and stable long-term living situation. This would allow for a greater variety of housing availability for the community. In addition, the proposed physical improvements will result in an enhanced environment for tenants and have a positive influence on the surrounding community. Overall, the conversion of an underutilized office building to multi-family residential units will be a benefit to the immediate neighborhood and community at large.

*6. The project is consistent with the goals and objectives on the city general plan*

Applicant's Substantiation of Request:

In August 2021, the Escondido City Council found that the rising housing costs and lack of affordable housing options have led to a rise in homelessness in the region, including within the City of Escondido. The conversion of underutilized office buildings to housing is a creative, adaptive reuse of existing buildings which can substantially reduce the cost redevelopment while maintaining the existing scale and character of established neighborhoods. This type of redevelopment provides a much-needed housing type for those seeking housing at the lower end of the cost spectrum.

Therefore, Escondido Investments LLC (applicant) is requesting the City of Escondido (City) process a General Plan Amendment (GPA) and Zone Amendment (AZ) to allow the conversion of an existing medical office building located at 240 S. Hickory Street in Escondido (APN: 229-492-14-00) to a 20-unit, one- and two-bedroom multi-family residential development in accordance with Article 19, Planned Development (P-D) Zone, of the Escondido Municipal Code (EMC). The project site is approximately 0.69 acres in size and contains one, three-story structure historically used for medical offices. The existing building contains a total of approximately 16,885 square feet (sf) of gross building area. The site is surrounded by single-family residences and low-rise medical offices to the north, single-family residences to the east, condominiums and single-family residences to the south, and multi-family residences (Summit Apartments) to the west.

The project site has a land use designation of General Office (2.0 FAR) and the current zoning designation for the project site is Hospital Professional (H-P), which is considered a commercial zoning designation for interim development of medical or office use. Surrounding zoning and land use designations include H-P and Office to the north, Light-Multiple Residential (R-2-12) and Office to the east, R-2-12 and Urban II (U2) to the south, and Residential Planned Development (PD-R-12) and U2 to the west. With the demolition and subsequent planned redevelopment of the old Palomar Hospital property, the surrounding area is seeing a decline in the need or demand for medical office support

services in the East Valley neighborhood area, including at the project site. Adaptive re-use to housing units would allow for a land use consistent with the surrounding neighborhood and construction that would be minimally impactful since it would primarily involve interior changes.

The site would operate as a market-rate rental property offering a lower cost and stable long-term living situation. This would allow for a greater variety of housing availability for the community. In addition, the proposed physical improvements will result in an enhanced environment for tenants and have a positive influence on the surrounding community. Overall, the conversion of an underutilized office building to multi-family residential units will be a benefit to the immediate neighborhood and community at large.

**Density Bonus Findings (Section 33-1419 (d) of Article 67 – Density Bonus and Residential Incentives)**

*When a project involves a request for a density bonus, incentive(s) or concession(s), or in-lieu incentives, the decision-making body shall make a written finding, as part of the approval of the development application required for the project that the project is consistent with the provisions of Article 67.*

The Project complies with Provisions of Article 67.



# STAFF REPORT

DATE: November 12, 2024

PL23-0190/PL24-0225/PL23-0191/PL24-0215/PL24-0229 – Hickory Street Office to Residential Conversion

**PROJECT NUMBER / NAME:** PL23-0190, PL24-0225, PL23-0191, PL24-0215, PL24-0229 / Hickory Street Office to Residential Conversion

REQUEST: Adopt Resolution No. 2024-20 recommending the denial of the following land use applications: a General Plan Amendment to amend the land use designation from Office (O) to Urban V (U5); a Zone Map Amendment to rezone the subject property from Hospital Professional (H-P) to Very High Multifamily Residential (R-5); a Master Plan and Precise Plan to adopt a Planned Development Permit and Zone; and a Design Review Permit for conversion of an existing office building to 21 residential dwelling units. The proposed project also includes a density bonus request to exceed the allowable density permitted by the proposed General Plan land use designation (e.g., U5).

PROPERTY SIZE AND LOCATION: The 0.69-acre site is located on the northeast corner of Hickory Street and E. 3rd Avenue and is addressed as 240 S Hickory Street (Assessor's Parcel Number(s): 229-492-14-00)

APPLICANT: Escondido Investments, LLC

GENERAL PLAN / ZONING: Office (O)/ Hospital Professional (H-P)

PRIMARY REPRESENTATIVE: Darshan Patel

DISCRETIONARY ACTIONS REQUESTED: General Plan Amendment, Zone Map Amendment, Master/Precise Plans (Planned Development Permit), and Design Review Permit

PREVIOUS ACTIONS: On April 19, 2023, City Council authorized the processing of the requested General Plan Amendment.

CEQA RECOMMENDATION: Statutory Exemption – CEQA Guidelines Section 15270 (Projects Which Are Disapproved)

STAFF RECOMMENDATION: Denial

REQUESTED ACTION: Adopt Planning Commission Resolution No. 2024-20

CITY COUNCIL HEARING REQUIRED:  YES  NO

REPORT APPROVALS:  Dare DeLano, Assistant City Attorney

Veronica Morones, City Planner



# CITY of ESCONDIDO

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### BACKGROUND

In April of 2023, Escondido Investments LLC (“Applicant”) submitted a request for initiation of a General Plan Map Amendment (GPA) to the City Council. The Escondido Zoning Code requires authorization from the City Council prior to staff processing the proposed GPA, and includes several details of the proposed project.

The staff report for that General Plan amendment authorization noted that while it was possible for the initial project description to change, any “changes will be reviewed to ensure they meet the strategic goals identified in the General Plan” (see Attachment 1 – City Council staff report, dated April 2023). As detailed in Attachment 1, the applicant represented that the project would include “open space and common areas...[the] project would include approximately 2,800 square-feet of common area.” As discussed throughout this staff report, the Project no longer includes open space, and is not consistent with the strategic goals and polices of the City’s adopted 2012 General Plan.

The project site is located at the northeast corner of Hickory Street and 3rd Avenue, and is addressed as 240 S. Hickory Street (APN: 229-492-14-00). The property is within the Office (O) General Plan Land Use designation, and is zoned Hospital Professional (H-P) (see Attachment 2 – Aerial, General Plan, and Zoning). The property previously operated as an office building, which included occupancy by medical office tenants (e.g., dental office). The Project site also includes prior approvals of Plot Plan (ADM14-0100) to allow for wireless communication facilities, which currently exist on the building’s roof. The Applicant proposed to continue to operate the wireless communication facilities under this request.

Surrounding zoning designations to the site include Hospital Professional and Multi-family Residential (H-P and R-2-12) to the north; Planned Development Residential to the west (PD-R-12); and Multifamily Residential (R-2-12) to the south and west. The project site is surrounded by existing development, with a mix of medical office and single-family residences located directly to the north and east, and a mix of multifamily and single-family residences located to the south and west.

As detailed in the summary of request below, the proposed project includes a General Plan Amendment, along with a Zone Map Amendment, Planned Development Permit, and Design Review Permit. As detailed in Table 1 below, there are several actions that require City Council review and approval. The role of the Planning Commission is to make a recommendation to the City Council on the aforementioned entitlements.

### SUMMARY OF REQUEST

The Applicant submitted a request to convert an existing office building into 21 residential dwelling units for the property located at 240 South Hickory Street. The request includes the following land use applications: a General Plan Amendment to amend the land use designation from Office (O) to Urban V (U5) to permit residential uses at a maximum residential density of 30 dwelling units per acre; a Zone Map Amendment to rezone the subject property from Hospital Profession (H-P) to Very High Multifamily Residential (R-5); a Master Plan and Precise Plan for adoption of a Planned Development Permit and Zone; and a Design Review Permit for the conversion of an existing 19,431 square-foot office building into 21 residential dwelling units (“Project”) (see Attachment 3 – Project Plans). The Project also includes a Density Bonus Request to exceed the maximum allowable density as established by the proposed U5 General Plan land use designation.



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*Table 1 – Requested Entitlements*

Permit Name	Purpose	Typical Ultimate Decision Maker	Municipal Code Section
General Plan Amendment	Amend the General Plan Land Use Element; <ul style="list-style-type: none"> <li>For the Project: change the land use designation from nonresidential to residential, as denoted in the Land Use Element</li> </ul>	City Council, with recommendation by Planning Commission	Ch. 33, Article 61, Sec. 33-1261(b)
Zone Map Amendment	Amend the City’s adopted Zoning Map; <ul style="list-style-type: none"> <li>For the Project: rezone the subject property from nonresidential to residential</li> </ul>	City Council, with recommendation by Planning Commission	Ch. 33, Article 61, Sec. 33-1261(a)
Planned Development Permit	Provide for flexible regulatory procedure; <ul style="list-style-type: none"> <li>For the Project: adopt a Planned Development Permit and Zone to allow flexible setback standards for the existing building</li> </ul>	City Council, with recommendation by Planning Commission	Ch. 33, Article 19, Sec. 33-408 (b)
Design Review Permit	Regulate exterior appearance of buildings and site development; <ul style="list-style-type: none"> <li>For the Project: Approve the proposed site design</li> </ul>	City Staff or Planning Commission*	Ch. 33, Article 64, Sec. 33-1354 and 33-1355(b)
* Planning Commission required due to the proposed Planned Development zone			

### ISSUES/CONCERNS

The City’s Staff Development Committee (SDC) reviewed the proposed Project for compliance with City regulations and standards. Based on requirements of the entitlements requested, staff recommend denial of the proposed General Plan Amendment. The reasoning for staff’s recommendation is summarized below:

#### 1. Inconsistency with General Plan policies

As detailed in this staff report, and attached draft resolution, the proposed Project is inconsistent with General Plan policies that are required for approval of the requested General Plan Amendment. Therefore, staff are unable to make the findings required to support a General Plan Amendment.

#### 2. Denial of subsequent Permits

All of the subsequent requests are dependent on the General Plan Amendment. Should the Planning Commission adopt Resolution No. 2024-20 recommending denial of the General Plan Amendment for the reasons discussed under the Project Analysis section of this report, the remaining requested entitlements (i.e., Zone Map Amendment, Planned Development Permit, and Design Review Permit) would be inconsistent with the existing General Plan land





# CITY of ESCONDIDO

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use designation and therefore also be denied (i.e., a residential development request on a site with a non-residential land use designation). Residential uses are not permitted within the Hospital Professional (H-P) zoning district, or the Office (O) land use designation.

Should the Planning Commission choose **not to adopt** Resolution No. 2024-20 and instead recommend approval of the proposed Project to the City Council, the Planning Commission would be required to provide direction to staff on how the Project complies with the findings as outlined in section 33-1263 (Factors to be Considered) of Article 61 (Administration and Enforcement), Section 33-403 (Findings of the Planning Commission and City Council) of Article 19 (Planned Development Zones), and Section 33-1359 (Findings) of Article 64 (Design Review). In certain instances, staff are able to support some of the applicable findings. The findings for each permit, as substantiated by staff for denial, are outlined under Exhibit "B" in the attached draft Resolution No. 2024-20 (see Attachment 4 – draft resolution). Those findings the Commission would need to make to recommend approval of the Project are attached for reference to this staff report in the event the Commission chooses not to adopt Resolution No. 2024-20 (see Attachment 5 – Findings for Approval).

Additionally, as described under the Analysis section of this report, City staff do not concur with the Applicant’s use of a requested waiver from development standards. In the event the Commission decides to direct staff to return with documents to approve the Project, the Commission would need to direct staff on whether to deny the requested waiver or grant the waiver as requested. Refer to Attachment 5 for guidance on the Commission’s options.

To summarize, in the event the Commission recommends approval of the proposed Project, the Commission would need to provide City staff with the justification for approval. In the event the Commission does not adopt Resolution No. 2024-20 (i.e., recommends approval), staff will return with an updated resolution recommending approval to the City Council based on the findings the Commission substantiates for the proposed Project at the December 10, 2024 Planning Commission meeting. City staff would also return with a recommendation to adopt the Initial Study/Mitigated Negative Declaration prepared for the Project for action by decision makers.

### SUPPLEMENTAL DETAILS OF REQUEST

<b>Standard</b>			
1. Property Size:	0.69 net acres		
2. Number of Units:	21 residential dwelling units		
		<b>Minimum Required*</b>	<b>Proposed</b>
3. Unit Size:	400 sq. ft.		419 sq. ft. – 720 sq. ft.
4. Density:	14 dwelling units**		21 dwelling units***
5. Lot Coverage/Floor Are Ratio:	None/.9		22%/.65
6. Building Height	75’-0”		41’-11”



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7. Motor Vehicle Parking:	40 off-street spaces	53 off-street spaces
8. Setbacks:		
a. Front Yard:	15'-0" (S Hickory St.)	10'-1" existing
b. Rear Yard:	10'-0"	65'-10"
c. Side Yard:	5'-0"	72'-0"
d. Street Side Yard:	10'-0" (3 <sup>rd</sup> Ave)	9'-10" existing
9. Open Space / Landscaping:	6,600 sq. ft.	0 sq. ft.
10. Trees:	1 per dwelling unit	0
11. Signage:	N/A	N/A
12. Trash:	1 trash enclosure	1

*\*The minimum requirements for the proposed R-5 zoning district*

*\*\*Pursuant to Article 6, development in the R-3, R-5, or R-5, zones are subject to a 70% minimum density requirement*

*\*\*\*30 du/acre x .68 = 20 units plus 1 additional bonus unit pursuant to Density Bonus Law for a total of 21 dwelling units*

### PROJECT ANALYSIS

#### 1. General Plan Conformance:

##### a. Land Use and Community Form

Figure II-6 - General Plan Land Use Designations, Urban IV and V: "Multi-family development includes common open space and recreational amenities"

The intent of the Urban V (U5) land use designation is to permit residential densities up to 30 dwelling units per acre. The Project includes a request to amend the General Plan land use designation from Office (O) to U5 to accommodate a density consistent with the proposed General Plan land use designation. However, the Project as proposed does not include any common/private open space, nor does it include any on-site recreational amenities. Article 6 (Residential Zones) of Chapter 33 (Escondido Zoning Code) enforces the requirement for common/private open space to implement goals and policies of the City's 2012 General Plan relative to new development. Based on the proposed unit count, a total of 6,400 square-foot usable open space is required; however, the Project, as designed and proposed, does not provide any open space. An approval of the General Plan Amendment would be inconsistent with the City's goals and policies for residential development within the City.



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### b. Community Health and Services

*Health and Wellness Policy 1.1: Encourage the revitalization of existing urban areas to achieve improvements in overall public health by promoting a healthier living environment that includes walkable neighborhoods and access to recreation and open space, healthy foods, medical services, and transit.*

The Applicant seeks to amend the land use designation for the property to allow for a multifamily use through the revitalization of a vacant office building. An aerial view of surrounding apartment complexes (Summit Apartments, Rosewood Villas, Montecristo Villas South, and Montecristo Villas) shows the presence of recreational and open spaces for these multifamily developments in alignment with City policy. The Project site is located within approximately one-half mile of Grape Day Park and one-quarter mile of Heritage Garden; however, the Applicant's proposal to not include recreation and/or common open space is inconsistent with the City's Goal and Policies that encourage active healthy living and is out of character with surrounding multifamily development which maintain some form of open space as required by the Escondido Zoning Code.

### c. Housing Element and "No Net Loss"

The Project site is not identified in the City's General Plan Housing Element Suitable Sites Inventory for the 6th RHNA Planning Cycle. Because the provision of "no net loss" applies to housing located on any site listed in the City's Housing Element, the City does not need to determine if this project or a decision related to this project would be subject to No Net Loss Law and its remedies.

Although, the Project site is not located on the City's Suitable Sites Inventory as identified in the adopted 6<sup>th</sup> Cycle Housing Element, denial of the General Plan Amendment would not result in the City's inability to meet the housing needs of the community. The City has identified over 880 sites that are deemed suitable for development in an effort to assist the City in achieving its regional housing need.

## 2. Zoning Conformance:

The Project site is located within the Hospital Professional (H-P) zoning district. As outlined in Article 16 (Commercial Zones) of the EZC, properties within the H-P zone are subject to the Professional Commercial (C-P) zone. Residential uses are not permitted within the C-P zoning district by-right or via conditional use permit. The Project includes a request to rezone the subject property to Very High Multifamily Residential (R-5) in order to facilitate the residential use and the adoption of a Planned Development Zone (PD) for reductions in setbacks. However, Planned Developments may only include uses that are exclusively permitted by the underlying zoning district, and due to the C-P zoning not allowing residential uses, the Planned Development for residential purposes may not be adopted. Additionally, while Planned Development Permits encourage creative approaches to use of land and establish more flexible regulatory procedures (Section 33-400(b-c)) they specifically serve to promote and create private open spaces as an integral part of land development design. Therefore, unless the General Plan Amendment is approved, the proposed use of the site would remain limited to commercial/office uses.

## 3. Climate Action Plan Consistency:



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The Project includes a General Plan Amendment which is not subject to the Climate Action Plan consistency checklist. A project-specific Air Quality/Greenhouse Gas Emissions study was conducted, and found that the emissions from the Project would be less than significant as discussed in the draft Initial Study/Mitigated Negative Declaration that was prepared for the Project.

#### 4. Density Bonus

The Project includes a density bonus request to exceed the allowable density permitted under the proposed General Plan Amendment. The Project would provide a total of two low-income-units (“target units”), and is allowed two additional units (“bonus units”) pursuant to Article 67 (Density Bonus and Residential Incentives); however, the Applicant proposes to only utilize one bonus unit for a total of 21 dwelling units. In addition to increased density, the Project is eligible for one incentive/concession, and unlimited waivers from development standards. As defined in State Density Bonus Law (SDBL) and Article 67, an incentive/concession can include a reduction or elimination of site development standards, zoning code requirement, etc. that will result in an identifiable cost reduction to achieve the proposed density. Whereas a waiver is a reduction in a development standard (setbacks, parking, height, etc.) that physically precludes the development of the proposed housing units. The Applicant requests the use of their one incentive/concession to remove the requirement to resurface and reconstruct the adjacent alley frontage with a gutter. Additionally, the Applicant requests the use of four waivers of development standards to modify or remove the following zoning code requirements: 1) required covered parking, 2) required open space for multifamily residential developments, 3) required 2'-0" dedication along the site's alleyway frontage, and 4) required landscaping within the off-street parking area (see Attachment 6 – Density Bonus Request.

Staff identified an issue surrounding one of the requested four waivers. Based on the information provided by the Applicant, the 2'-0" dedication requirement along the alleyway does not physically impede the Project's ability to be developed at the proposed density. Therefore, the request to waive the dedication requirement does not meet the definition of a waiver under SDBL.

Ultimately, the Project may not be approved unless the General Plan Amendment is granted, since without that Amendment the Project site would retain the land use designation of Office (O).

#### 5. Site Design

##### a. Grading, topography, retaining wall, and fencing:

The Project site is an existing developed property, and contains a change in topography along E 3<sup>rd</sup> Avenue. No significant grading is proposed for the site as a part of the request. The request includes proposal of a new 3'-6" fence along the Project's frontages.

##### b. Project Access and Circulation:

The Project site maintains an existing driveway on Hickory Street, and also access from the alleyway. No changes are proposed to the on-site circulation.



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c. Building Orientation:

The existing building is located at the corner of 3<sup>rd</sup> Avenue and Hickory Street, and no changes are proposed to the orientation of the building. The primary access to the building is proposed to remain and is provided from a sidewalk located on Hickory Street. Currently a secondary access to the building is located on 3<sup>rd</sup> Avenue via a connecting pedestrian bridge; however, the proposed Project includes removal of this secondary access.

d. Open Space and Landscaping

The Project as proposed does not include any additional landscaping, or propose any open space as required by the Escondido Zoning Code for multifamily residential developments.

e. Parking:

Based on the number of bedrooms, per unit, the proposed Project requires a total 40 off-street parking spaces. The site currently has 59 off-street parking spaces, and proposes the removal of six for a total of 53 spaces. Covered parking is required pursuant to Article 39; however, the Applicant's request entails removal of all covered parking as a part of their density bonus proposal.

6. Building Design:

a. Building Height, Mass, and Scale:

The proposed Project entails the conversion of a vacant office building into residential units. No changes are proposed to the building's height, mass, or scale. The existing building conforms to the height limitations of the requested R-5 zone.

b. Residential Floor Plans:

The proposed Project includes a mix of one- and two- bedroom units ranging from 419 square-feet to 720 square-feet.

c. Building Materials:

The proposed Project does not introduce new building material to the existing office building; however, a new gray paint scheme is proposed.

### FISCAL ANALYSIS

Disapproval of the Project would not result in the issuance of building permits, and development impact fees would not be collected.



# CITY of ESCONDIDO

## STAFF REPORT

### ENVIRONMENTAL ANALYSIS

Pursuant to the California Environmental Quality Act Guidelines (CEQA), the denial of the Project is statutorily exempt from CEQA pursuant to section 15270 which applies to projects that a public agency rejects or disapproves.

However, an Initial Study/Mitigated Negative Declaration was prepared for the Project and circulated for public review for a period of 30-days pursuant to CEQA Guidelines Section 15073. The Final Initial Study/Mitigated Negative Declaration is attached as attachment 7 for the Planning Commission's consideration in compliance with CEQA Guidelines Section 15074 (a).

Should staff's recommendation to deny be overturned, the Project does have a draft Final Initial Study/Mitigated Negative Declaration prepared for review and adoption by the City Council.

### PUBLIC INPUT

City staff noticed the proposed Project in accordance with State Law, and Article 61 (Administration and Enforcement) of the Escondido Zoning Code. As of the publishing of this report, no public comments have been received.

### CONCLUSION AND RECOMMENDATION

The Applicant proposes the conversion of a vacant office building into 21 residential dwelling units. The Project as proposed requires and includes several entitlements necessary for the conversion into residential units. The proposed Project requires a General Plan Amendment to change from a nonresidential designation to one that permits for residential uses; a Zone Map Amendment to rezone the subject property to a zoning district that is consistent with the proposed General Plan land use designation; a Planned Development Permit and adoption of a Planned Development zone to permit for an existing building that is nonconforming with required setbacks for the proposed residential zone; and a Design Review Permit for the proposed site changes. However, based on the analysis contained in this staff report, approval of the General Plan Amendment is inconsistent with the City's 2012 General Plan policies that encourage the development of high-quality residential buildings, including, but not limited to the provision of open space and amenities for residents. As a result of the proposed Project's inconsistency with the General Plan, staff recommend denial of the General Plan Amendment. Due to the recommendation of denial for the General Plan Amendment, staff also recommend denial on the subsequent requested entitlements, all of which are dependent on the General Plan Amendment's approval. Therefore, staff recommend the Planning Commission adopt Resolution No. 2024-20 recommending denial of the proposed Project to City Council.

Alternatively, the Planning Commission may direct staff to return with a resolution recommending approval of the proposed Project, based on findings the Commission provides substantiating the proposed Project is consistent with the goals and policies of the City's 2012 General Plan. Should the Commission recommend approval of the proposed Project, staff would return with a resolution reflecting the Commission's justification for approval and recommending adoption of the environmental document prepared for the Project.

### ATTACHMENTS

1. City Council General Plan Map Amendment initiation staff report, dated April 2023



# CITY of ESCONDIDO

## STAFF REPORT

2. Aerial, General Plan Designation, and Zoning Map
3. Project Plans
4. Draft Resolution No. 2024-20 with Exhibit "A" – "C"
5. Required Findings of Fact for Approval
6. Density Bonus Request Form
7. Final Initial Study/Mitigated Negative Declaration



# STAFF REPORT

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April 19, 2023  
File Number 0830-20

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## SUBJECT

**REQUEST FOR AUTHORIZATION TO PROCESS A GENERAL PLAN AMENDMENT OF A COMMERCIAL PROPERTY ADDRESSED AT 240 S. HICKORY STREET (PL23-0128)**

## DEPARTMENT

Development Services Department, Planning Division

## STAFF RECOMMENDATION

Request that the City Council authorize City staff to accept and process an application for an amendment to the General Plan land-use designation from Office (O) to Urban V (U5) with a density of up to 30 dwelling units per acre (du/ac).

Staff Recommendation: Approval (Development Services Department: Andrew Firestine, Director of Development Services)

Presenter: Jay Paul, Senior Planner

## PROJECT DESCRIPTION

The Development Services Department received a request from Howes/Weiler/Landy ("Applicant") on behalf of Escondido Investments, LLC to initiate a General Plan Amendment of the subject parcel from Office (O) to Urban V (U5). This proposed General Plan Amendment would facilitate the conversion of an existing three-story office/commercial building to multi-family residential development with a density up to 30 du/ac and potential yield of up to approximately 20 units.

The City Council is being asked to determine whether or not to authorize an application to amend the General Plan land-use designation for the subject parcel. Authorizing this request does not have a legally binding effect on any possible future discretionary action. This direction does not reflect whether the City Council would ultimately approve the request or the proposed project. The City Council's formal action on the General Plan Amendment and project would be taken in the future at a public hearing with a recommendation from the Planning Commission.





# CITY of ESCONDIDO

## STAFF REPORT

### LOCATION

The 0.69-acre parcel is located on the northeast corner of S. Hickory Street and E. 3rd Avenue, addressed at 240 S. Hickory Street (Assessor Parcel Number 229-492-14-00) and is depicted in Attachment "1" to this staff report.

### FISCAL ANALYSIS

Authorization to process this General Plan Amendment would have no direct fiscal impact. The privately initiated request, if and when submitted, would be processed using existing staff resources with costs to be paid by the project applicant. Future redevelopment of the property would require on- and off-site improvements to conform to current design standards. The applicant would be responsible for constructing these improvements. As part of the overall decision-making process to move forward with a proposed development project, it is important to evaluate the contributions and demands that development will place upon a public agency's general fund and the city or county's ability to provide ongoing public services. To avoid the need for a city or county to subsidize new development, cities and counties can establish or require special funding mechanisms to ensure that new development pays for itself. At the time of this writing, an applicant is required to fully offset potential impacts to the General Fund created by their project. This can be accomplished through either formation of a Community Facilities District ("CFD"), annexation into CFD No. 2020-01, or establishment of another lawful funding mechanism reasonably acceptable to the City ("Public Services Funding Agreement"). It should be noted, however, that the City Council has directed staff to look at the current policy and bring back recommendations that may modify this requirement.

### BACKGROUND AND ANALYSIS

In accordance with section 33-1261 of the Zoning Code, a property owner may petition for an amendment to the General Plan by filing a formal request/letter with the Planning Division and the planning staff schedules a review of the request at a City Council meeting. The City Council considers the request and determines whether to allow formal application for processing. If the request is authorized for processing, the interested parties will be advised to submit required application(s) with the City's Planning Division, which will include initial environmental documentation, submittal of all fees/deposits, and project plans, etc. The proposed amendment to the General Plan and associated project will require consideration by the Planning Commission and City Council at noticed public hearings.

A letter of intent was submitted for consideration to initiate the amendment to the General Plan, and the letter provides additional information on the intent of the application (Attachment "2"). Planning staff has met with the applicant to discuss some preliminary issues related to the feasibility of the request, possible environmental and design concerns, and the procedures to be followed through the process. It is anticipated the application will include requests for the General Plan Amendment, a Zone Change to either R-5-30 (Multi-Family Residential, up to 30 du/ac) or Planned Development-Residential – 30.0 du/ac,



# CITY of ESCONDIDO

## STAFF REPORT

a Master and a Precise Development Plan or Plot Plan. Details of the proposed project will be analyzed by city staff once a formal application is submitted. It is possible the initial project description may require changes as a result of issues identified during review of the project. Any changes will be reviewed to ensure they meet the strategic goals identified in the General Plan.

The current General Plan designation for the project site and surrounding area is shown in Attachment "3". The project site is located outside of the Downtown Specific Planning Area and East Valley Commercial corridor, and is currently developed with a three-story commercial/office building with an underlying zoning designation of Hospital Profession (HP). The surrounding neighborhood generally consists of a mix of medium density multi-family residential and single-family residential development. Office/commercial development is located further to the north along with the Palomar Heights mixed-use multi-family project currently under construction. The parcel is located in close proximity (one block south) of the proposed East Valley Specific Plan that envisions a land-use designation of Urban IV/V for the parcels north of the subject site as identified in Attachment "4".

In accordance with State law, a General Plan may not be amended more than four times in a calendar year. To date, two General Plan Amendments have been approved this year (Housing Element Update and North Iris Residential Project). The East Valley Parkway Specific Plan/General Plan Amendment is currently being processed and is anticipated to be considered by the Planning Commission and City Council later this calendar year. This proposed project would constitute the fourth amendment request and staff anticipates a fifth amendment request to be considered for potential Council initiation in May. Although these requests may be initiated for processing this calendar year, the more complex projects most likely would not be considered by the Council until calendar year 2024. Depending on the timing of individual applications, requests to amend the General Plan may be bundled into a single amendment.

### ENVIRONMENTAL REVIEW

The request to initiate a General Plan Amendment is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15262, Feasibility and Planning Studies, which states that *"A Project involving only feasibility or planning studies for possible future actions which the agency, board, or commission has not approved, adopted, or funded does not require the preparation of an EIR of Negative Declaration."* Because the request involves only the consideration of whether to process an application for an amendment of the General Plan, and not the amendment itself, action taken by the City Council on this item provides only general direction and does not have a legally binding effect on any possible future discretionary action.

In accordance with CEQA, all Project requests are required to have an environmental assessment to determine potential environmental impact, if any. The proposed project, if submitted, will be subject to environmental assessment to determine potential environmental impacts in accordance with CEQA.



March 13, 2023

Mr. Jay Paul  
City of Escondido  
201 North Broadway  
Escondido, California 92025

**Re: 240 S. Hickory Street Residential Project – Request for Authorization to Proceed with a General Plan and Zone Amendment Application**

Dear Mr. Paul,

It has become clear over the years that the rising housing costs and lack of affordable housing options have led to a rise in homelessness in the region, including within the City of Escondido. The conversion of existing buildings to housing allows for the creation of new housing through adaptive reuse of existing buildings, thereby substantially maintaining the existing scale and character of established neighborhoods. This in turn, allows for lower cost rent for the new units, which provides a much-needed housing type for those seeking housing at the lower end of the cost spectrum.

Therefore, Escondido Investments LLC (applicant) is requesting the City of Escondido (City) process a General Plan Amendment (GPA) and Zone Amendment (AZ) to allow the conversion of an existing medical office building located at 240 S. Hickory Street in Escondido (APN: 229-492-14-00) to a 21-unit, one- and two-bedroom multi-family residential development in accordance with Article 19, Planned Development (P-D) Zone, of the Escondido Municipal Code (EMC).

The project site is approximately 0.69 acres in size and contains one, three-story structure historically used for medical offices. The existing building contains a total of approximately 16,885 square feet (sf) of gross building area with 21 office units. The site is surrounded by single-family residences and low-rise medical offices to the north, single-family residences to the east, condominiums and single-family residences to the south, and multi-family residences (Summit Apartments) to the west.

The current land use designation for the project site is Office, which accommodates a variety of activities in an office environment and is intended to prevent the proliferation of individual isolated offices. The project site has a land use designation of General Office (2.0 FAR), as defined in the City's General Plan. The current zoning designation for the project site is Hospital Professional (H-P), which is considered a commercial zoning designation for interim development of medical or office use. Surrounding zoning and land use designations include H-P and Office to the north, Light-Multiple Residential (R-2-12) and Office to the east, R-2-12 and Urban II (U2) to the south, and Residential Planned Development (PD-R-12) and U2 to the west.



By processing a Planned Development, the project would convert the underutilized medical office building to a 21-unit multi-family residential building, which results in a density of approximately 30 units per acre. The proposed one- and two-bedroom units would range in size from 439 sf to 832 sf. The site would operate as a market-rate rental property offering a lower cost and stable long-term living situation (six-months or longer). This would allow for a greater variety of housing availability for the community. The proposed project will not offer social or transitional support services. However, the proposed physical improvements will result in an enhanced environment for tenants and have a positive influence on the surrounding community.

The Project would include interior and exterior site improvements, including, but not limited to, the delineation of living and bedroom space in each unit, installation of kitchens and bathrooms in each unit, shared laundry facility, and tenant storage space, creation of outdoor common areas, and upgrades to the parking lot and outdoor landscaping. Open space and common areas are also proposed to enhance the living experience of tenants. The project would include approximately 2,800 sf of common area.

There are currently a total of 61 parking spaces on site. According to EMC Article 39 Off-Street Parking, 1.5 spaces are required for 1-bedroom units, while 2 spaces are required for 2-bedroom units. In addition, 1 parking space per 4 units is required for guest parking. Therefore, the proposed 21-unit residential project would require 38 parking spaces.

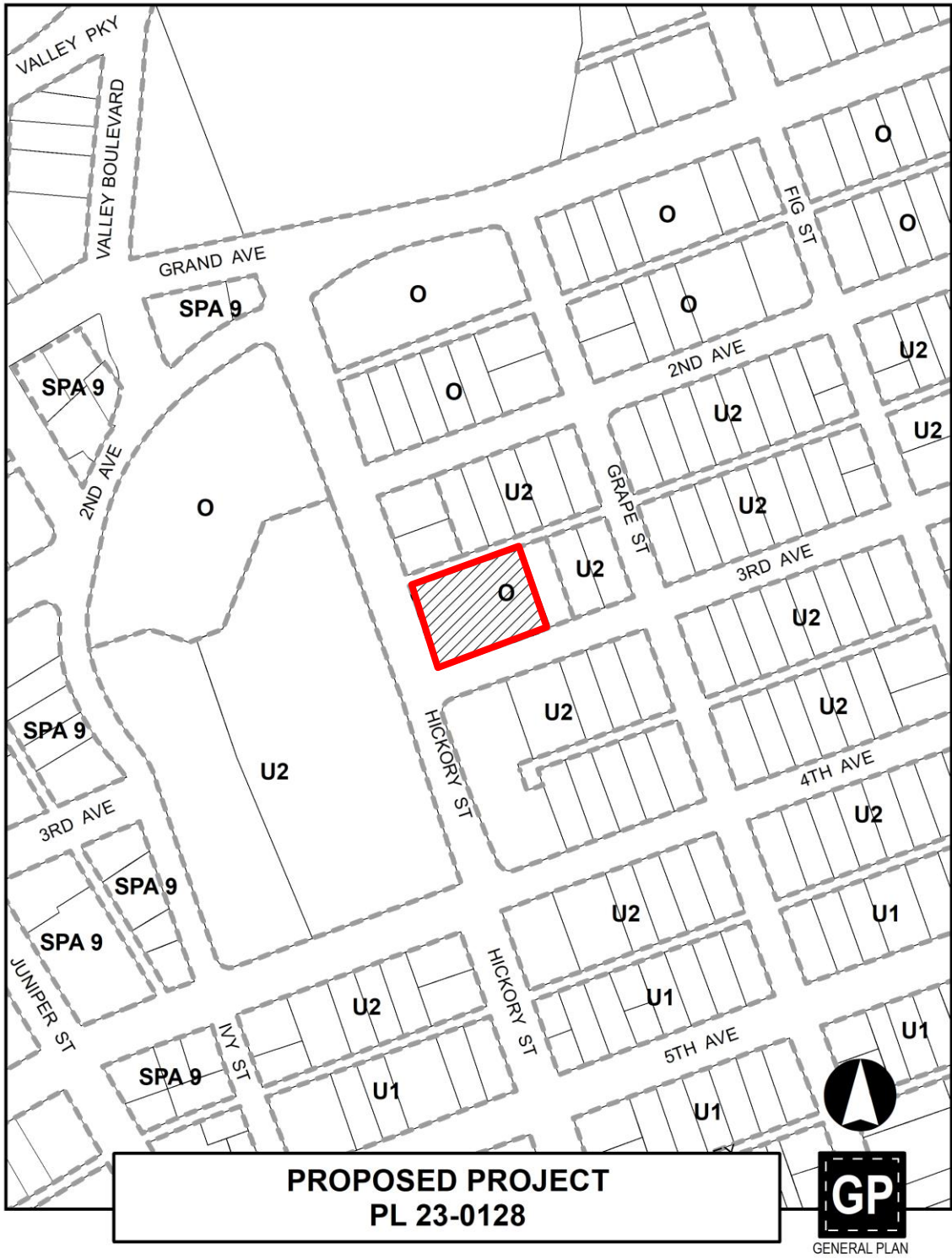
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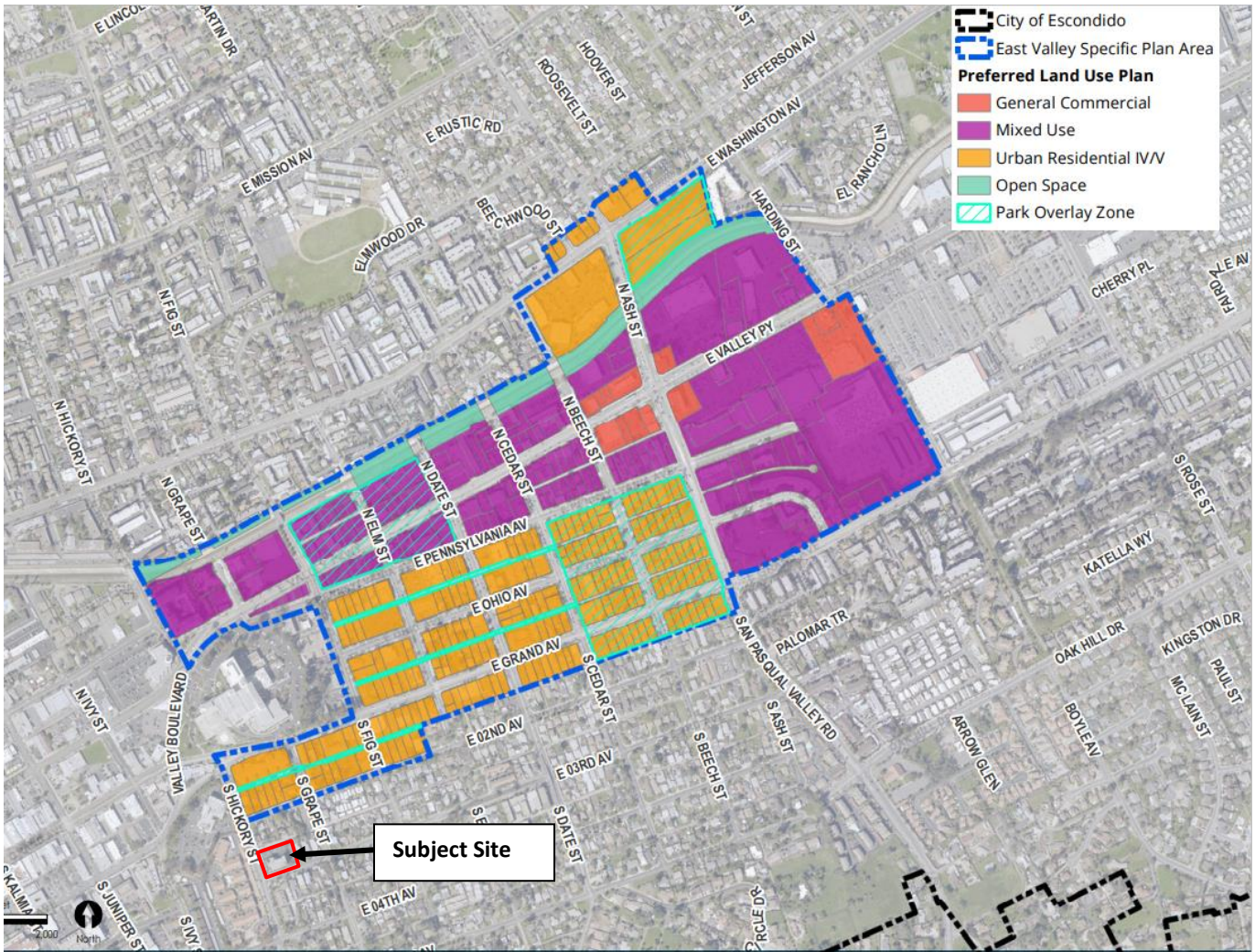
We appreciate the opportunity to present this request for authorization to proceed with the application process.

Sincerely,

  
Sally Schiffman  
Project Manager







Draft East Valley Parkway Specific Plan land-use map

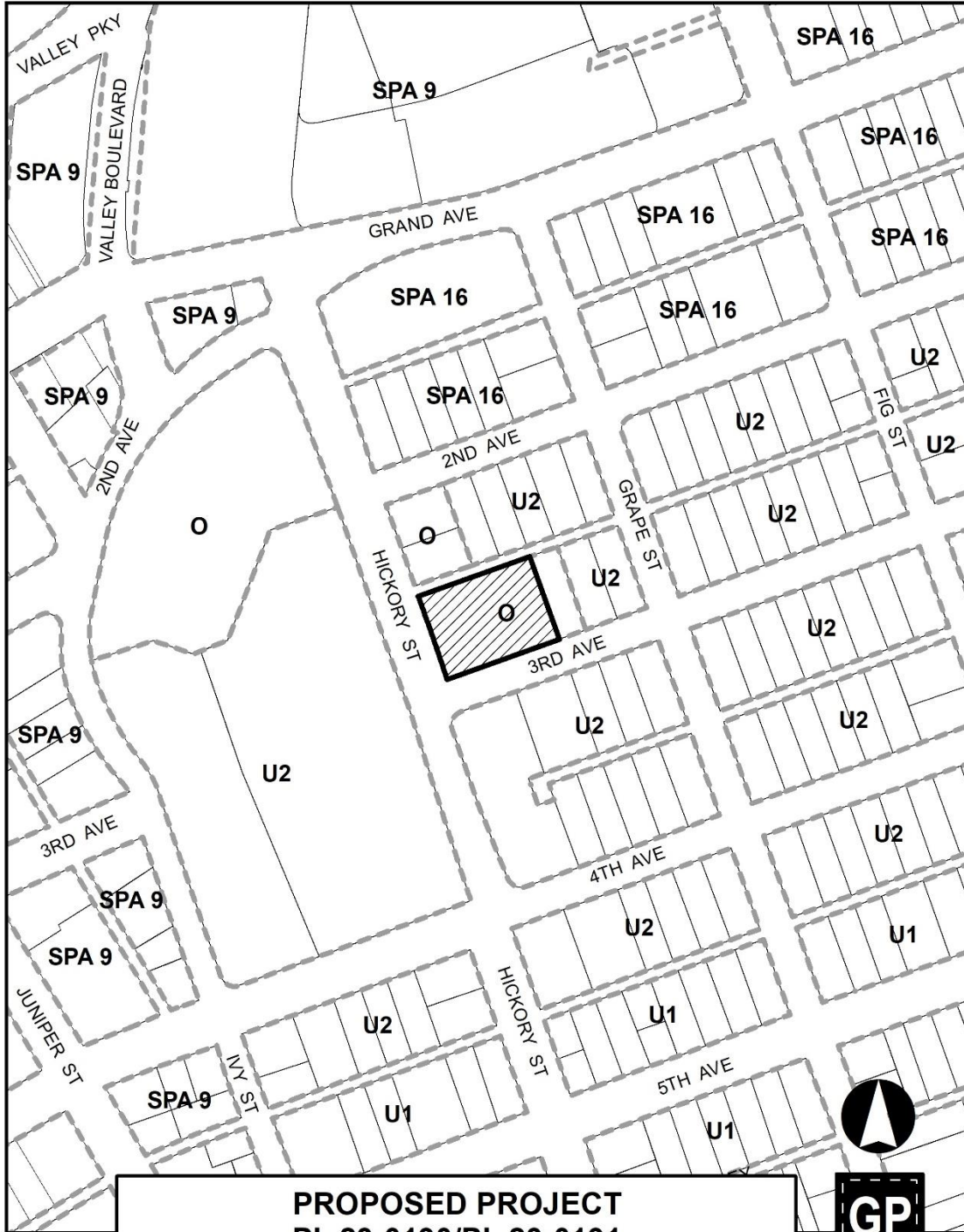


Attachment 2

Aerial, General Plan Designation, and Zoning Maps

Project No(s): PL23-0190, PL24-0224, PL23-0191, PL24-0215, PL24-0229

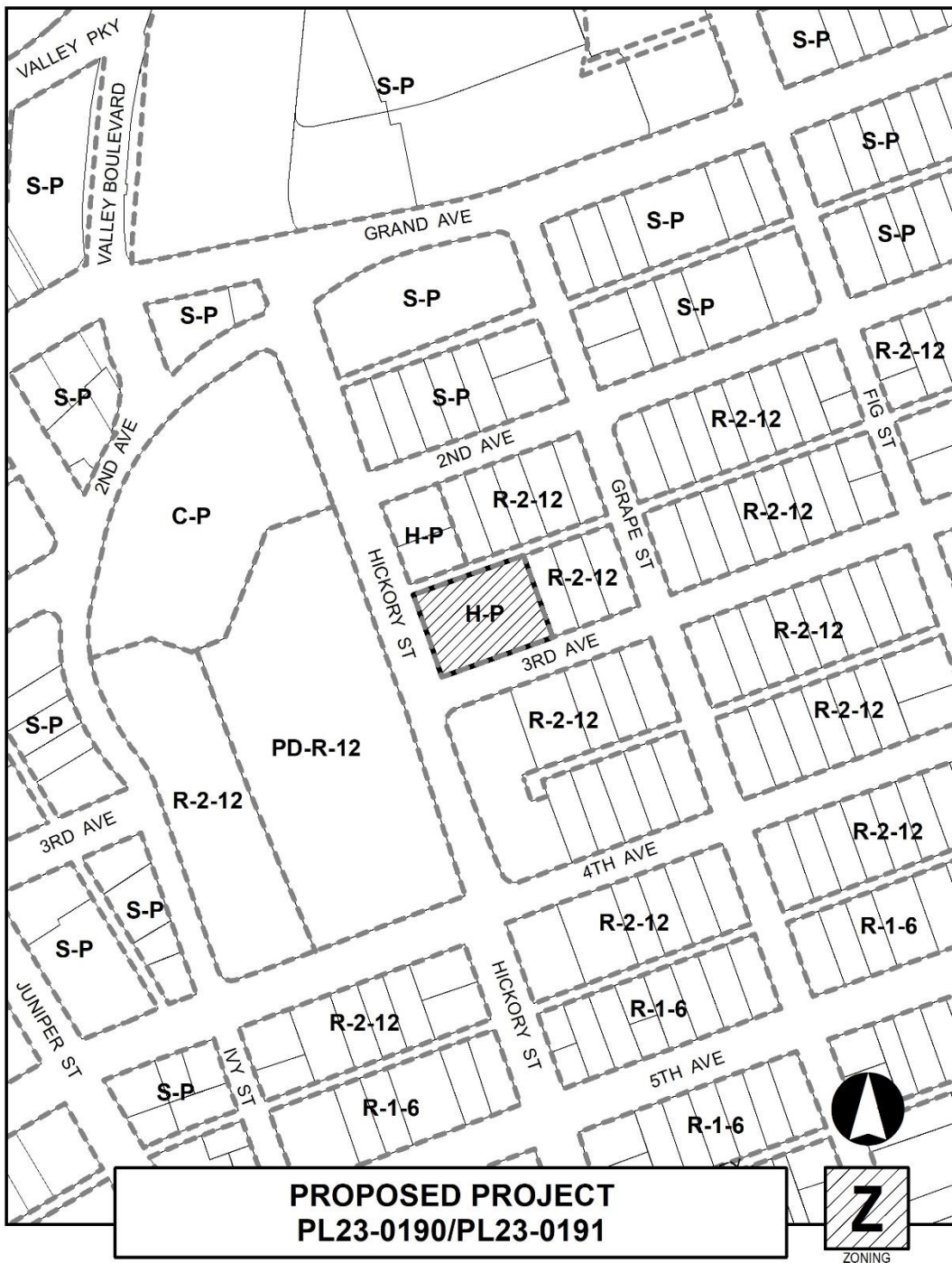




**PROPOSED PROJECT  
PL 23-0190/PL 23-0191**







ATTACHMENT 3 OF PLANNING COMMISSION REPORT  
Attachment "2"

Item 16.



KNA  
KNA ARCHITECTS INC.  
2000 LINDER AVE. EAST, STE 200  
CARLSBAD, CA 92015  
KNA@KNAARCHITECTS.COM  
760-414-1828

ALL IDEAS, DESIGNS AND SPECIFICATIONS INDICATED WITHIN THESE DRAWINGS ARE THE PROPERTY OF KNA ARCHITECTS INC. AND ARE INTENDED TO BE ASSOCIATED WITH THIS SPECIFIC PROJECT ONLY AND SHALL NOT BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. THERE SHALL BE NO CHANGES OR DEVIATIONS FROM THESE DRAWINGS OR ACCOMPANYING SPECIFICATIONS WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.

**HICKORY STREET RESIDENTIAL**  
240 S. HICKORY STREET  
ESCONDIDO CA 92025

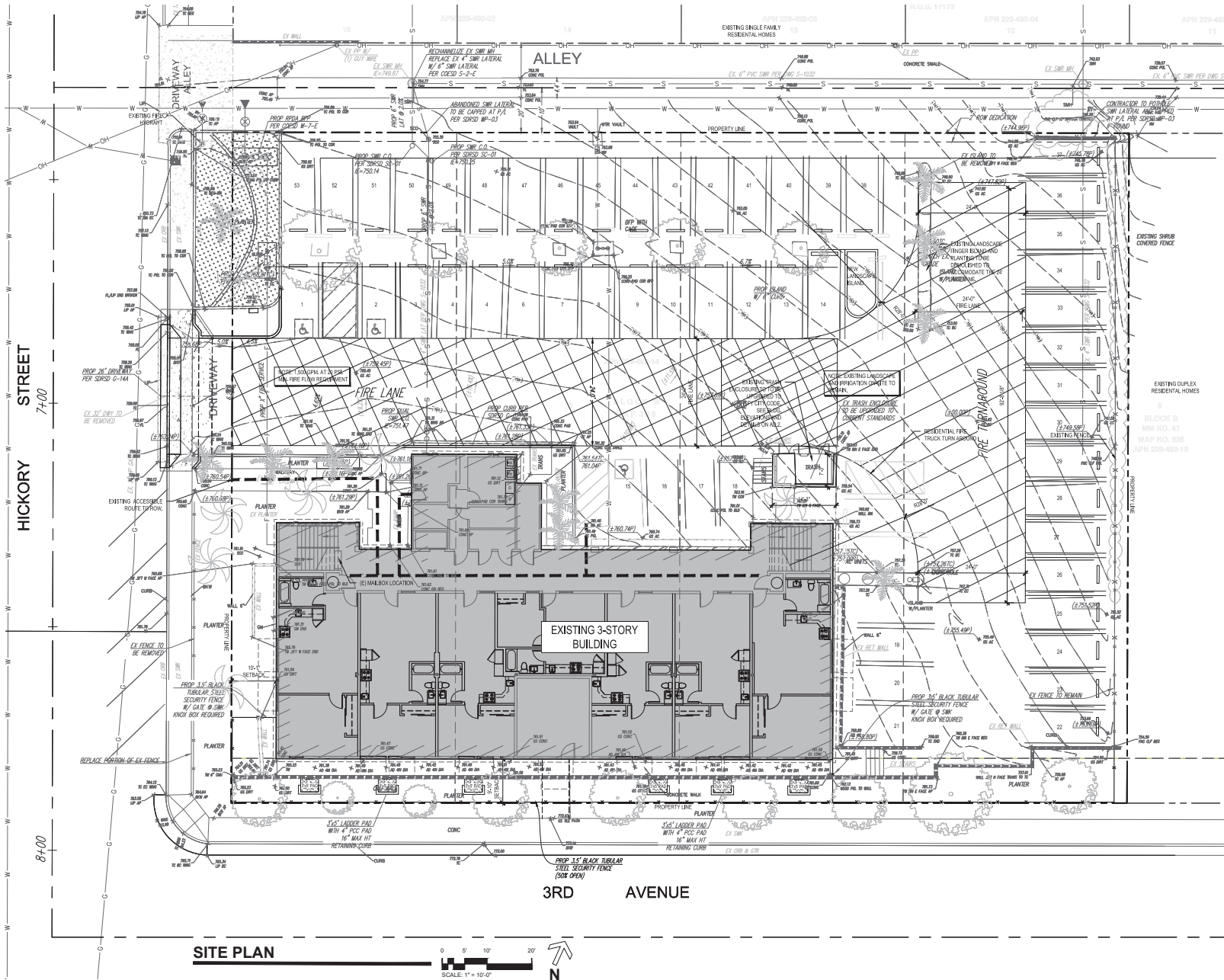
Date:	3/29/2021
Project:	HICKORY STREET COVERED
File:	ALL
Revisions:	
1	8-15-21
2	2-8-21
3	2-15-21
4	2-22-21
5	2-17-21

Sheet Title:  
**SITE PLAN**

Sheet Number:

**A11**  
/P/

187



## Attachment 5

### Findings necessary for Approval of the Project

Project Case No. PL23-0190/PL24-0225/PL23-0191/PL24-0215/PL24-0229

#### **General Plan Amendment (PL23-0190)**

General Plan Review and Amendment Policy 17.5: *Identified physical, social, or city-wide economic factors or changes that have made the General Plan designation, policy statement goal, or intent in question inappropriate from the standpoint of the general public welfare. Unless the applicant provides substantial documentation that the changes have occurred, the GPA request shall be denied.*

#### **Zone Map Amendment Findings (PL24-0225)**

##### **(Section 33-1263 of Article 61 – Administration and Enforcement of the Escondido Zoning Code)**

1. *That the public health, safety and welfare will not be adversely affected by the proposed change;*
2. *That the property involved is suitable for the uses permitted by the proposed zone*
3. [Finding No. 3 is able to be substantiated by City staff; refer to Exhibit "B"]
4. *That the proposed change is consistent with the adopted general plan;*
5. [Finding No. 5 is able to be substantiated by City Staff; refer to Exhibit "B"]
6. [Finding No. 6 is not applicable to the Project; refer to Exhibit "B"]

#### **Planned Development Permit Findings (PL23-0191/PL24-0215)**

##### **(Section 33-403 of Article 19 – Planned Development Zones of the Escondido Zoning Code)**

1. *The location, design, and residential density of the proposed planned development is consistent with the goals and policies of the Escondido General Plan and any applicable specific plan or with any policies adopted by, or being considered by the Escondido city council, or in the process of being prepared and adopted;*
2. [Finding No. 2 is able to be substantiated by City Staff; refer to Exhibit "B"]
3. [Finding No. 3 is able to be substantiated by City Staff; refer to Exhibit "B"]

4. [Finding No. 4 is able to be substantiated by City Staff; refer to Exhibit "B"]
5. *The overall design of the proposed planned development does produce an attractive, efficient and stable environment*
6. [Finding No. 6 is able to be substantiated by City Staff; refer to Exhibit "B"]
7. [Finding No. 7 is able to be substantiated by City Staff; refer to Exhibit "B"]

**Design Review Permit Findings (PL24-0229)**  
**(Section 33-1359 of Article 64 – Design Review of the Escondido Zoning Code)**

1. *The proposed site plan has been designed in a manner which is compatible with the natural and urban characteristics of the site and the surrounding neighborhood*
2. [Finding No. 2 is able to be substantiated by City Staff; refer to Exhibit "B"]
3. *The project incorporates landscaping, irrigation and screening which is drought tolerant, appropriate for the site, and in compliance with the landscape standards established by the city*
4. [Finding No. 4 is able to be substantiated by City Staff; refer to Exhibit "B"]
5. *The project has incorporated the applicable design review standards contained in the ordinance codified in this section and other applicable ordinances into the site layout and building design*
6. *The project is consistent with the goals and objectives on the city general plan*

**Density Bonus Findings (Section 33-1419 (d) of Article 67 – Density Bonus and Residential Incentives)**

*In the event the Planning Commission direct staff to return with approving documents for the Project, the Commission would need to identify whether they will grant the disputed waiver of development standards.*

***Waiver request denial:*** *Should the Commission decide to deny the waiver request, the finding is as follows, and is already incorporated into Exhibit "B" of Resolution No. 2024-20:*

As detailed in Resolution No. 2024-20, staff finds that the proposed use of a waiver for the 2'-0" dedication requirement is not a "waiver" as defined by State Density Bonus Law or Article 67 of the Escondido Zoning Code. If the Planning Commission finds that the dedication requirement is a waiver, they must state on the record their justification for such and which will be reflected in the finding.

**Waiver request approval:** *Should the Commission decide to grant the waiver request, the Commission would direct staff to remove the above written finding.*



**CITY OF ESCONDIDO**  
**Planning Division**  
**Density Bonus Request**

Project No(s): PL23-0190, PL23-0191

Address: 240 S. Hickory St. Escondido, CA

APN(s): 229-492-14-00

**Site History** (e.g., past entitlements, actions, CEQA review, existing development/site characteristics):

Existing Office Building

**General Plan Designation:**

O H-P: Hospital Profession

**Base Density Calculation and Allowance:**

30 du/acre: 20 units

**Proposed Density Bonus Request:**

Total Proposed Units: 21 units

No. Affordable Units Proposed (Affordability Levels): 2 at Low-Income

Percentage of Total Units Affordable: 10%

Density Increase Permitted: 20%, only adding 5%

Density Bonus Units Allowed: 4 allowed, only adding 1

Existing Units proposed for Removal: 0

**Incentives/Concessions:**

No. of Incentives &/or Concessions permitted: 1

List those requested: Remove Alley resurfacing and gutter requirement

**Waivers/Modifications:**

No. of Waivers requested: 3

List those requested:

<b>Development Standard</b>	<b>Base Zoning Requirement</b>	<b>Proposed</b>
<b>Ex: Height</b>	<b>Ex: 35-feet, 2-stories</b>	<b>Ex: 50-feet, 4 stories</b>
Covered Parking	21 covered spaces	0 covered spaces
Open Space	6,600 sq ft	0 sq. ft
2 ft dedication islands between double row of parking		No dedication
		No island between parking row

**Attachment 7**

**Final IS/MND**

**Planning Case No. PL23-0190/PL24-0225/PL23-0191/PL24 0215/PL24-0229**

Due to the number of pages, Attachment 7, links have been provided for review of the following items:

[Final Initial Study/Mitigated Negative Declaration](#)

**The technical appendices may be reviewed at the following link:**

[Appendix A – Architectural Plans](#)

[Appendix B – AQ/GHG Technical Memorandum, revised June 12, 2024](#)

[Appendix C – Energy Technical Memorandum, revised June 12, 2024](#)

[Appendix D – Noise Technical Memorandum, revised June 14, 2024](#)

[Appendix E – Transportation Assessment, dated August 29, 2024](#)

[Appendix F – RC Concerns Response Letters, dated February 07, 2024](#)

[Appendix G – 240 S Hickory Street Will-Serve Letters, dated April 23, 2024](#)

Final IS/MND

Planning Case No. PL23-0190/PL24-0225/PL23-0191/PL24 0215/PL24-0229

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[Appendix E – Transportation Assessment, dated August 29, 2024](#)

[Appendix F – RC Concerns Response Letters, dated February 07, 2024](#)

[Appendix G – 240 S Hickory Street Will-Serve Letters, dated April 23, 2024](#)



**PLANNING CASE NOS. PL23-0190/PL23-0191/PL24-0215/PL24-0225/PL24-0229****DRAFT CONDITIONS OF APPROVAL**

This Project is conditionally approved as set forth on the application received by the City of Escondido on **April 26, 2023**, and the Project drawings consisting of Site Plans, Floor Plans, Sections, Architectural Elevations, Civil Sheets/Grading, Landscape Plans and Colored Elevations; all designated as approved on **December 04, 2024**, and shall not be altered without express authorization by the Development Service Department.

For the purpose of these conditions, the term "Applicant" shall also include the Project proponent, owner, permittee, and the Applicant's successors in interest, as may be applicable.

**A. General:**

1. **Acceptance of Permit.** If the Applicant fails 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.** If the Permit was filed as or concurrent with a Tentative Map or Planned Development application, the Permit shall expire 36 months from the effective date of approval, unless additional time is granted pursuant to the Map Act or to the Escondido Municipal Code. If not filed as concurrent with a Tentative Map or Planned Development application, the Permit shall automatically expire after one year from the date of this approval, or the expiration date of any extension granted in accordance with the Escondido Municipal Code and Zoning Code.

The Permit shall be deemed expired if a building permit has not been obtained or work has been discontinued in the reliance of that building permit. If no building permits are required, the City may require a noticed hearing to be scheduled before the authorized agency to determine if there has been demonstrated a good faith intent to proceed, pursuant to and in accordance with the provision of this Permit.

3. **Certification.** The Director of Development Services, 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 the final action on the Project. This includes amending the Project drawings as necessary to incorporate revisions made by the decision-making body and/or reflecting any modifications identified in these conditions of approval. A final Approved Plan set, shall be submitted to the Planning Division for certification electronically. 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 use of the subject property shall be consistent with the Project Description and Details of Request, designated with the Approved Plan set.
- b. Nothing in this Permit shall authorize the Applicant to intensify the authorized activity beyond that which is specifically described in this Permit.
- c. Once a permit has been issued, the Applicant may request Permit modifications. "Minor" modifications may be granted if found by the Director of Development Services to be in substantial conformity with the Approved Plan set, including all exhibits and Permit conditions attached hereto. Such "minor" modifications shall be processed through a substantial conformance process identified by the Planning Division. 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 Development Services Department.

**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 Development Services.

**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 Development Services.
  - 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 Development Services. 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 Development Services Department.

Approval of this development project is conditioned upon payment of all applicable development fees and connection fees in the manner provided in Chapter 6 of the Escondido Municipal Code.

11. **Public Art Partnership Program.** All requirements of the Public Art 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.

## 12. Clerk Recording.

- a. State Law (SB 1535), effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. If the Project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with State law, or if the Project was analyzed through a negative declaration or environmental impact report, the Applicant shall remit to the City of Escondido Planning Division, within two working days of the effective date of the adoption of the environmental document, a check payable to the "San Diego County Clerk," in the amount that is published by the County Clerk's Office. Failure to remit the required fees in full within the specified time noted above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. In addition, Section 21089(b) of the Public Resources Code, and Section 711.4(c) of the Fish and Game Code provide that no project shall be operative, vested, or final until all the required filing fees are paid. The County Clerk's Office filing fees for other environmental review documents are adjusted annually by the California Department of Fish and Wildlife. If the fee increase after the date of this approval, the Applicant shall be responsible for the increase.
- b. 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.

**13. 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.

**14. 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.

**15. Enforcement.** If any of the terms, covenants, or conditions contained herein shall fail to occur or if they are, by their terms, to be implemented and maintained over time, the City of Escondido shall have the right to deny or withhold subsequent permit approvals or permit inspections that are derived from the application entitlements herein granted; issue stop work orders; pursue abatement orders, penalties, or other administrative remedies as set forth in state and local laws; or institute and prosecute litigation to

compel compliance with such terms, covenants, or conditions or seek damages for their violation. The Applicant shall be notified in advance prior to any of the above actions being taken by the City and shall be given the opportunity to remedy any deficiencies identified by the City.

**16. Indemnification, Hold Harmless, Duty to Defend.**

- a. The Applicant shall indemnify, hold harmless, and defend (with counsel reasonably acceptable to the City) the City, its Councilmembers, Planning Commissioners, boards, commissions, departments, officials, officers, agents, employees, and volunteers (collectively, "Indemnified Parties") 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, at law or in 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 (i) any business, work, conduct, act, omission, or negligence of the Applicant or the owner of the Property (including the Applicant's or the owner of the Property's contractors, subcontractors, licensees, sublessees, invitees, agents, consultants, employees, or volunteers), or such activity of any other person that is permitted by the Applicant or owner of the Property, occurring in, on, about, or adjacent to the Property; (ii) any use of the Property, or any accident, injury, death, or damage to any person or property occurring in, on, or about the Property; or (iii) any default in the performance of any obligation of the Applicant or the owner of the Property to be performed pursuant to any condition of approval for the Project or agreement related to the Project, or any such claim, action, or proceeding brought thereon. Provided, however, that the Applicant shall have no obligation to indemnify, hold harmless, or defend the City as to any Claims that arise from the sole negligence or willful misconduct of the City. In the event any such Claims are brought against the City, the Applicant, upon receiving notice from the City, shall defend the same at its sole expense by counsel reasonably acceptable to the City and shall indemnify the City for any and all administrative and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney's fees (including the full reimbursement of any such fees incurred by the City's outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City).
- b. The Applicant further and separately agrees to and shall indemnify, hold harmless, and defend the City (including all Indemnified Parties) from and against any and all Claims brought by any third party to challenge the Project or its approval by the City, including but not limited to any Claims related to the Project's environmental determinations or environmental review documents, or any other action taken by the City regarding environmental clearance for the Project or any of the Project approvals. Such indemnification shall include the Applicant's payment for any and all administrative and litigation costs and expenses incurred by the City in

defending against any such Claims, including payment for all administrative and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney's fees (including the full reimbursement of any such fees incurred by the City's outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City and the Project).

- c. The City, in its sole discretion and upon providing notice to the Applicant, may require the Applicant to deposit with the City an amount estimated to cover costs, expenses, and fees (including attorney's fees) required to be paid by the Applicant in relation to any Claims referenced herein, which shall be placed into a deposit account from which the City may draw as such costs, expenses, and fees are incurred. Within 14 days after receiving written notice from the City, the Applicant shall replenish the deposit account in the amount the City determines is necessary in the context of the further defense of such Claims. To the extent such deposit is required by the City, the amount of such deposit and related terms and obligations shall be expressed in a written Deposit Account Agreement, subject to the City Attorney's approval as to form. The City, in its sole and reasonable discretion, shall determine the amount of any initial deposits or subsequent deposits of funds, and the Applicant may provide documentation or information for the City to consider in making its determinations. Nothing within this subsection shall be construed as to relieve the Applicant's obligations to indemnify, hold harmless, or defend the City as otherwise stated herein.

17. **Phasing.** A phasing plan shall be submitted for all projects which include more than one building. The phasing plan shall identify the order in which all on- and off-site improvements will be installed, including triggers for improvements resulting from mitigation measures placed on the project through the environmental review process or required for General Plan conformance. The plan shall also identify the order in which structures will be built and occupied, the location of construction fencing at each phase of construction, and any other means necessary to prevent conflicts between construction traffic and users of the occupied buildings. The phasing plan shall be approved by the City Planner, Building Official, City Engineer and Fire Marshal prior to the issuance of a grading permit for the project. The phasing plan shall not be modified without written consent from the City of Escondido.

## **B. 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 Development Services, 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.

As a condition of receiving the land use approvals specified herein, Applicant shall maintain the property subject to the approvals in compliance with all applicable city codes governing the condition or appearance of property. In addition to compliance with such basic standards, the property subject to these approvals shall also be maintained free of trash, plant debris, weeds, and concrete (other than existing foundations and permanent structures). Any signs placed on the property advertising such property for sale or rent shall be in accordance with applicable laws, and be kept clean, in like-new condition, and free from fading and graffiti at all times. This condition shall be applicable from the date the land use is approved. The failure to comply with this condition shall subject the approvals specified herein to revocation for failure to comply.

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.** All appropriate trash enclosures or other approved trash systems 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. **Construction Waste Reduction, Disposal, and Recycling.** Applicant shall recycle or salvage for reuse a minimum of 65% of the non-hazardous construction and demolition waste for residential projects or portions thereof in accordance with either Section 4.408.2, 4.408.3, or 4.408.4 of the California Green Building Standards Code; and/or for non-residential projects or portions thereof in accordance with either Section 5.408.1.1, 5.408.1.2, or 5.408.1.3 of the California Green Building Standards Code. In order to ensure compliance with the waste diversion goals for all residential and non-residential construction projects, the Applicant must submit appropriate documentation as described in Section 4.408.5 of the California Green Building Standards Code for residential projects or portions thereof, or Section 5.408.1.4 for non-residential projects or portions thereof, demonstrating compliance with the California Green Building Standards Code sections cited above.
15. **Construction Equipment Emissions.** Applicant shall incorporate measures that reduce construction and operational emissions. Prior to the City's issuance of the demolition and grading permits for the Project, the Applicant shall demonstrate to the satisfaction of the Planning Division that its construction contractor will use a construction fleet wherein all 50-horsepower or greater diesel-powered equipment is powered with California Air Resources Board ("CARB") certified Tier 4 Interim engines or equipment outfitted with CARB-verified diesel particulate filters. An exemption from this requirement may be granted if (i) the Applicant provides documentation demonstrating that equipment with Tier 4 Interim



engines are not reasonably available, and (ii) functionally equivalent diesel PM emission totals can be achieved for the Project from other combinations of construction equipment. Before an exemption may be granted, the Applicant's construction contractor shall demonstrate to the satisfaction of the Director of Development Services that (i) at least two construction fleet owners/operators in San Diego County were contacted and those owners/operators confirmed Tier 4 Interim equipment could not be located within San Diego County during the desired construction schedule, and (ii) the proposed replacement equipment has been evaluated using the California Emissions Estimator Model ("CalEEMod") or other industry standard emission estimation method, and documentation provided to the Planning Division confirms that necessary project-generated functional equivalencies in the diesel PM emissions level are achieved.

- 16. Phasing.** A phasing plan shall be submitted for all projects which include more than one building. The phasing plan shall identify the order in which all on- and off-site improvements will be installed, including triggers for improvements resulting from mitigation measures placed on the project through the environmental review process or required for General Plan conformance. The plan shall also identify the order in which structures will be built and occupied, the location of construction fencing at each phase of construction, and any other means necessary to prevent conflicts between construction traffic and users of the occupied buildings. The phasing plan shall be approved by the City Planner, Building Official, City Engineer and Fire Marshal prior to the issuance of a grading permit for the project. The phasing plan shall not be modified without written consent from the City of Escondido.

**C. Parking and Loading/Unloading.**

1. A minimum of 40 parking spaces shall be provided at all times. Said parking spaces provided by the Applicant, and any additional parking spaces provided above the required minimum amount, shall be dimensioned per City standards and be maintained in a clean, well-marked condition. The striping shall be drawn on the plans or a note shall be included indicating double-striping per City standards.
2. Parking for disabled persons shall be provided (including "Van Accessible" spaces) in full compliance with the State Building Code.
3. No contractor or employee may store, or permit to be stored, a commercial or construction vehicle/truck; or personal vehicle, truck, or other personal property on public-right-of-way or other public property without permission of the City Engineer.

**D. 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, including potted plants; and any retaining and freestanding walls in a manner that satisfies the conditions contained herein.

1. 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.

2. 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.
3. If at the time of planning final inspection that it is determined that sufficient screening is not provided, the Applicant shall be required to provide additional landscaping improvements to the satisfaction of the Planning Division.
4. The landscaped areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan.
5. 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.
6. **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 Engineering Services Department for review and approval, if meeting any of the criteria listed under Section 33-1323 of the Zoning Code. Five 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) is 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 Development Services.
- e. New or retrofitted trash enclosures shall accommodate vertical climbing plants, vines with support trellis panels, clinging non-deciduous or fast growing shrubbery that will screen the enclosures wall surface. The Director of Development Services 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.

**E. Specific Planning Division Conditions:**

1. Prior to issuance of a building permit, the Applicant shall provide updated plans for Certification per General Condition of Approval #3 – Certification reflecting the density bonus calculations as indicated in the density bonus request attached to the Planning Commission staff report, dated November 12, 2024.
2. The Applicant shall be responsible for ensuring that all mitigation measures identified in the Mitigation Monitoring and Reporting Program, included as Exhibit "[PLACEHOLDER]" to this resolution, are implemented.
3. The Project shall be consistent with the incentives/concession and waivers identified in the density bonus request form attached to the Planning Commission staff report, dated November 12, 2024.

**F. Housing and Neighborhood Services Conditions:**

1. Two residential units shall be deed restricted to households qualifying as low-income households, and rented at low-income rents per state policy ("Affordable Units").
2. The Project shall provide a minimum of two dwelling units for low-income households (those earning less than 80 percent 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 will set forth the conditions and guidelines to be met in the implementation of Density Bonus Law requirements and any other applicable requirements (Within the affordable housing agreement, the developer will be responsible for annual recertification of household income qualifications and compliance with rent limits). 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 Government Code section 65915(c)). Income qualified households will be monitored by the City of Escondido Housing and Neighborhood

Services Division for the duration of the affordability period. Monitoring fees will be applied per the affordable housing agreement.

3. All affordability agreements shall run with the land and be binding on the applicant and its heirs, transferees, assigns, successors, administrators, executors, and other representatives, and shall be recorded against the applicable property for the requisite period of time.
4. The Affordable Units shall be constructed concurrently with, or earlier than construction of the unrestricted units. The City shall not issue building permits for more than fifty (50) percent of the unrestricted units until the City has issued building permits for all of the Affordable Units.
5. The Affordable Units shall be constructed with the same exterior appearance and interior features, fixtures, and amenities, and shall use the same type and quality of materials as provided for the unrestricted units in the Project.
6. The design, appearance, and general quality of the Affordable Units shall be consistent or compatible with the design of the total housing development in terms of appearance, materials, and finished quality.
7. The average square footage for the unrestricted units shall be approximately the same as the average square footage for the Affordable Units of the same number of bedrooms.
8. All Affordable Units shall have a bedroom unit mix consistent with Municipal Code Section 33-1417(d).
9. The Affordable Units shall be disbursed within the housing development.
10. The City shall not approve any final inspections or issue any certificates of occupancy for more than fifty (50) percent of the unrestricted units until the City has issued certificates of occupancy for all of the Affordable Units.

**G. Fire Department Conditions of Approval:**

1. Fire underground lines, Fire Sprinkler, and fire alarm plans shall be deferred submittals to Escondido Fire Department.
2. Fire Department connection shall be in an approved location.
3. Fire Department access and turnaround shall be provided as per Chapter 5 of the CFC and Escondido Fire Department standards.
4. Minimum hydrant fire flow of 1500 GPM at 20 PSI shall be provided.

**H. Specific Engineering Division Conditions:****GENERAL**

1. The Developer shall provide the City Engineer with a Preliminary Title Report covering subject property.
2. All easements, both private and public, affecting subject property shall be shown and delineated on all plans.
3. Improvement plans prepared by a Civil Engineer are required for all public utility improvements, and shall be submitted for review through the City's virtual plan review portal as a single package containing all items on the Engineering Initial Submittal Checklists. Any required Landscaping Plans shall be prepared by a Landscape Architect and likewise submitted through the virtual plan review portal.
4. The location of existing utilities shall be determined by the Developer's engineer. If a conflict occurs with the proposed project utility improvements, arrangements for relocation of the conflicting utilities/facilities shall be made with the owner of the utility/facility prior to approval of any improvement plans. This utility/facility relocation work shall be completed prior to issuance of Encroachment Permits.
5. The Developer shall post securities in accordance with the City prepared Bond and Fee Letter based on a final Engineer's Estimate of Utility Improvements Cost prepared by the project engineer. All improvements shall be completed prior to issuance of a Certificate of Occupancy.
6. All improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be corrected by the Developer to the satisfaction of the City Engineer.
7. Any requested gated entrances shall be approved by the City Engineer, Building Official, and the Fire Marshal.
8. Pedestrian access routes meeting current ADA requirements shall be provided into the project to the satisfaction of the City Engineer and City Building Official.

**WATER SUPPLY**

1. All on-site water lines and backflow prevention devices beyond the City water meter or RPDA shall be considered a private water system. The property owner shall be responsible for all maintenance of these water lines and appurtenances.
2. The Developer shall install a fire suppression sprinkler system, along with a City approved Reduced Pressure Detector Assembly Backflow (RPDA) per the satisfaction of the Fire Marshal and Utilities Engineer.
3. The location and size of water services, backflow prevention devices and sewer laterals shall be shown on the improvement plans.
4. No trees or deep-rooted bushes shall be planted within 10 feet of a public water main
5. Existing fire hydrant(s) shall meet current City of Escondido Standards.

6. Any water services to be replaced, reconnected or relocated as part of this project shall be replaced in entirety from the public water main to the public water meter to the satisfaction of the Utilities Engineer and Water Distribution Department.
7. The Developer may be responsible for an overlay of portions of the adjacent public alley due to the utility trenches necessary to serve this project. The determination of the extent of any required overlay shall be to the satisfaction of the City Engineer.

### **SEWER**

1. Sewer laterals shall be six (6) inch PVC minimum with a standard clean-out at the right-of-way and at all angle points per standard drawing S-2-E. Sewer lateral shall be constructed per current City of Escondido Design Standards and Standard Drawings per the current Uniform Plumbing Code.
2. All sewer laterals are considered private. The property owner and/or the Home Owners Association will be responsible for all maintenance of their individual sewer lateral to the sewer main.
3. Private sewer laterals to be abandoned shall be capped and plugged at the public sewer main to the satisfaction of the Utilities Engineer and the City Inspector.
4. Connection to an existing sewer manhole will require rehabilitation of the manhole per City Standards. Manhole #6456 shall be relined with Raven 405 epoxy, or approved equal. The minimum lining thickness shall be 80 mils. Provide separate detail of proposed 6" lateral connection to existing manhole on improvements plans.

### **ALLEY DEDICATION**

1. The Developer shall prepare and sign an irrevocable offer to dedicate 2' of public right-of-way for a total of 22' of public right-of-way along the project's alley frontage.

### **FEES**

1. The developer shall be required to pay all development fees of the City then in effect at the time, and in such amounts as may prevail when building permits are issued.

**Exhibit "A"**

**Legal Description**

**Project No(s): PL23-0190/PL24-0225/PL23-0191/PL24-0215/PL24-0229**

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

LOTS 2, 3, 4 AND 5, BLOCK "B" 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, TOGETHER WITH THE NORTHERLY 10.00 FEET OF THE EAST THIRD AVENUE, ADJOINING SAID LOTS 2, 3, 4 AND 5 ON THE SOUTH, NOW VACATED AND CLOSED TO PUBLIC USE BY RESOLUTION NO. 172 OF THE BOARD OF TRUSTEES OF THE CITY OF ESCONDIDO, RECORDED AUGUST 11, 1947 IN BOOK 243, PAGE 383 OF OFFICIAL RECORDS.

APN: 229-492-14-00

## EXHIBIT "B"

**Project No(s): PL23-0190/PL24-0225/PL23-0191/PL24-0215/PL24-0229**

### FACTORS TO BE CONSIDERED / FINDINGS OF FACT

#### Environmental Determinations:

1. Pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et. seq.) ("CEQA"), and its implementing regulations (14 C.C.R. § 15000 et seq.) ("CEQA Guidelines"), the City of Escondido ("City") is the Lead Agency for the project ("Project"), as the public agency with the principal responsibility for approving the Project.
2. The City Council action qualifies for the following exemption which has been determined to not have a significant effect on the environment, and are declared statutorily exempt from the requirement for the adoption of environmental documents. The recommendation of denial is statutorily exempt pursuant to CEQA Guidelines Section 15270 ("Projects which are disapproved"), in that the request is not recommended for approval.
3. In the event the recommendation of denial is overturned, the Project would rely on the Final Initial Study/Mitigated Negative Declaration for adoption.

#### **General Plan Amendment (PL23-0190)**

With respect to the General Plan Amendment, the City Council make the following findings for denial:

1. General Plan Review and Amendment Policy 17.5: *Identified physical, social, or city-wide economic factors or changes that have made the General Plan designation, policy statement goal, or intent in question inappropriate from the standpoint of the general public welfare. Unless the applicant provides substantial documentation that the changes have occurred, the GPA request shall be denied.*

The City has not identified factors that have made the General Plan designation of Office for this site inappropriate from the standpoint of the general public welfare, as substantiated below:



- The subject site is located within the Office (O) land use designation of the City's 2012 adopted General Plan. The site is surrounded by primarily office and medium density residential uses as identified on the City's General Plan Map. The intent of the Office land use designation is to accommodate a variety of office uses including but not limited to medical offices, financial offices, and real estate services. Within the vicinity of the subject site, exist various office uses that provide employment opportunities for those in the surrounding community. The existing zoning designation of Hospital Professional (H-P) permits a wide range of commercial/office uses that may be utilized on the subject site, and would fill the employment vacuum caused by the demolition of Palomar Hospital. The existing land use and zoning designations are consistent with the surrounding land uses and patterns of development.
- The subject site is not identified on the City's Suitable Sites Inventory for potential residential development, and denial of the requested General Plan Amendment would not impede the City in achieving its housing unit goals as outlined in the City's adopted 6<sup>th</sup> Cycle Housing Element. The City identified approximately 888 parcels throughout the City for the purposes of residential development to achieve the City's Regional Housing Needs Allocation (RHNA). The City's 6<sup>th</sup> Cycle Housing Element identifies capacity for over 12,000 residential units and does not identify this site as a site designated for residential development.

### **Zone Map Amendment Findings (PL24-0225)**

#### **(Section 33-1263 of Article 61 – Administration and Enforcement of the Escondido Zoning Code)**

With respect to the Zone Map Amendment, the City Council make the following findings for denial:

1. *That the public health, safety and welfare will be adversely affected by the proposed change*

The Project includes a request to rezone the subject property from Hospital Professional (H-P) to Very High Multifamily Residential (R-5). The adoption of the proposed zone is predicated on the review and approval of the General Plan Amendment. As discussed in the City Council staff report, dated December 4, 2024, and the Planning Commission staff report dated November 12, 2024, adoption of the General Plan Amendment will not be consistent with the goals and polices of the City's adopted 2012 General Plan. The public health, safety, and welfare will adversely be affected by the proposed change due to inconsistency between the proposed zone map amendment, and existing General Plan

Land Use designation of Office (O) which is prohibited under Government Code section 65860(a).

*2. That the property involved is not suitable for the uses permitted by the proposed zone*

The Project site is zoned H-P, and does not permit residential uses as outlined in Article 16 (Commercial Zones). The property is approximately 0.69 acre in size, and was developed in conformance with the requirements for commercial/office development. The Project does not conform to the development standards related to setbacks for residential development within the proposed R-5 zone. Therefore, the Project site involved is not suitable for the proposed multifamily use as the H-P zone does not permit for residential use types.

*3. That the uses permitted by the proposed zone would not be detrimental to surrounding properties*

The Project site is primarily surrounded by low-density residential uses and office uses which are consistent with the surrounding zoning and General Plan land use designations of Urban II (R-2/U2; 12 du/acre) and Office (H-P/O). The inclusion of a very high multifamily residential density (R-5) would be inconsistent with the surrounding approved densities; however, environmental review conducted for the Project as well as the Project's conversion of an existing office building, clarify such impacts would not be detrimental to the surrounding properties.

However, as discussed in the City Council staff report, dated December 4, 2024, and the Planning Commission staff report, dated November 12, 2024, the Project does not conform to the goals and policies of the City's 2012 General Plan which outlines requirements for common open space and recreational amenities. Due to this inconsistency as well as the lack of factors identified that have made the General Plan designation of Office for this site inappropriate from the standpoint of the general public welfare, the proposed General Plan Amendment is recommended for denial. Therefore, the proposed Zone Map Amendment for residential development is inconsistent with the existing General Plan land use designation of Office, and would not permit for residential uses on a property that is zoned Hospital Professional (H-P).

*4. That the proposed change is not consistent with the adopted general plan*

As discussed in the City Council staff report, dated December 4, 2024, and the Planning Commission staff report dated November 12, 2024, the proposed Zone Map Amendment is not consistent with the adopted General Plan land use designation of Office.

Due to the proposed Project's inconsistency with the goals and policies of the City's 2012 General Plan, the proposed General Plan Amendment is recommended for denial. As a result of the General Plan Amendment's denial, the Office land use designation would

remain in effect. The proposed R-5 multifamily residential zoning designation is inconsistent with the Office land use and are not compatible as detailed under Figure II-32 of the Land Use and Community Form chapter.

- 5. That the proposed change of zone does not establish a residential density below 70% of the maximum permitted density of any lot or parcel of land previously zoned R-3, R-4, or R-5 unless the exceptions regarding dwelling unit density can be made pursuant to the provisions set forth in Article 6*

The proposed Project does include a density that would yield 70% of the maximum density allowed under an Urban V land use designation. However, with denial of the proposed General Plan Amendment the proposed Zone Map Amendment is inconsistent with the existing General Plan land use designation. The subject site is currently zone Hospital Professional (H-P), which does not permit residential uses. Additionally, denial of the General Plan Amendment and Zone Map Amendment would not result in the City being unable to obtain the housing units as required by the City's adopted 6<sup>th</sup> Cycle Housing Element.

- 6. That the relationship of the proposed change is applicable to specific plans*

The Project site is not located within a Specific Plan, and any changes to the existing zoning district are not applicable to specific plans. The proposed change is not applicable to specific plans.

**Planned Development Permit Findings (PL23-0191/PL24-0215)**  
**(Section 33-403 of Article 19 – Planned Development Zones of the Escondido Zoning Code)**

With respect to the Planned Development Permit, the City Council make the following findings for denial:

- 1. The location, design, and residential density of the proposed planned development is inconsistent with the goals and policies of the Escondido General Plan and any applicable specific plan or with any policies adopted by, or being considered by the Escondido city council, or in the process of being prepared and adopted*

The Project includes a request to amend the City's 2012 General Plan to amend the land use designation of the subject property from Office (O) to Urban V (U5). A Planned Development permit may only be adopted if the underlying zoning district permits the proposed use. As discussed in the City Council staff report, dated December 4, 2024, and the Planning Commission staff report, dated November 12, 2024, the proposed General Plan Amendment is inconsistent with the goals and policies of the Escondido General Plan. Specifically, the Project as proposed does not include any common/private

open space, nor does it include any on-site recreational amenities. Article 6 (Residential Zones) of Chapter 33 (Escondido Zoning Code) enforces the requirement for common/private open space to implement goals and policies of the City's 2012 General Plan relative to new development. Figure II-6 of the Land Use and Community Form chapter specifically notes that for Urban V designations multifamily development include common open space and recreational amenities. Based on the proposed unit count, a total of 6,400 square-feet usable open space is required; however, the Project, as designed and proposed, does not provide any open space. An approval of the General Plan Amendment would be inconsistent with the City's goals and policies for residential development within the City.

Due to this inconsistency as well as the lack of factors identified that have made the General Plan designation of Office for this site inappropriate from the standpoint of the general public welfare, the proposed General Plan Amendment and Zone Map Amendment are denied. Therefore, the proposed Planned Development Permit for residential development is inconsistent with the existing General Plan land use designation of Office, and would not permit for residential uses on a property that is zoned Hospital Professional (H-P).

2. *The proposed location allows the planned development to be well integrated with its surroundings*

The proposed Project would result in conversion of an existing office building approved for office uses into a multifamily residential development. The existing building would remain and negligible site changes would occur as a result of the residential development. However, the Planned Development Permit is dependent upon the granting of the General Plan Amendment and Zone Map Amendment. Denial of the General Plan Amendment and subsequent Zone Map Amendment would result in denial of the Planned Development Permit due to the inconsistency between the proposed use and allowable land uses set forth by the Office and Hospital Professional designations.

Due to this inconsistency as well as the lack of factors identified that have made the General Plan designation of Office for this site inappropriate from the standpoint of the general public welfare, the proposed General Plan Amendment and Zone Map Amendment are denied. Therefore, the proposed Planned Development Permit for residential development is inconsistent with the existing General Plan land use designation of Office, and would not permit for residential uses on a property that is zoned Hospital Professional (H-P).

3. *All vehicular traffic generated by the planned development will be accommodated safely and without causing undue congestion upon adjoining streets*

The Project prepared a traffic scoping agreement which found that the traffic generated by the proposed use will not cause undue congestion upon adjoining streets. However, as discussed in the City Council staff report, dated December 4, 2024, and the Planning Commission staff report dated November 12, 2024, the proposed General Plan Amendment and Zone Map Amendment are not consistent with the adopted General Plan land use designation of Office. This Planned Development Permit is reliant upon the approval of the General Plan Amendment and Zone Map Amendment in order to be approved.

Due to this inconsistency as well as the lack of factors identified that have made the General Plan designation of Office for this site inappropriate from the standpoint of the general public welfare, the proposed General Plan Amendment and Zone Map Amendment are denied. Therefore, the proposed Planned Development Permit for residential development is inconsistent with the existing General Plan land use designation of Office, and would not permit for residential uses on a property that is zoned Hospital Professional (H-P).

4. *The proposed location and design allow residents and business establishments proposed within the zone to be adequately serviced by existing or proposed public facilities and services and does not provide an undue or negative impact on existing public facilities and services. In appropriate circumstances, and as provided elsewhere by city code, the city may require that suitable areas for schools, parks and playgrounds, pedestrian ways or public open spaces be dedicated for public use, or reserved by deed covenant for the common use of all residents, establishments or operations in the development*

The Project site is located in an urbanized area of the City and is serviced by existing utility connections as it is a developed site. However, the proposed residential conversion Project includes no open space proposed. There is no existing open space on site as it was developed as an office building with parking lot area. The Project includes and is dependent upon a General Plan Amendment to amend the underlying land use designation from O to U5. The Project includes a General Plan Amendment, Zone Map Amendment, Planned Development Permit, and Design Review Permit to facilitate the conversion of an existing office building into residential dwelling units. The Escondido Zoning Code requires the provision of common open space; however, as discussed in the City Council staff report, dated December 4, 2024, and the Planning Commission staff report, dated November 12, 2024, the Project is inconsistent with these requirements, and, consequently, inconsistent with the goals and policies of the City's 2012 General Plan.

Due to this inconsistency as well as the lack of factors identified that have made the General Plan designation of Office for this site inappropriate from the standpoint of the

general public welfare, the proposed General Plan Amendment and Zone Map Amendment would be denied. Therefore, the proposed Planned Development Permit for residential development is inconsistent with the existing General Plan land use designation of Office, and would not permit for residential uses on a property that is zoned Hospital Professional (H-P).

5. *The overall design of the proposed planned development does not produce an attractive, efficient and stable environment*

As discussed in the City Council staff report, dated December 4, 2024, and the Planning Commission staff report, dated November 12, 2024, the Project does not conform to the goals and policies of the City's 2012 General Plan which outlines requirements for common open space and recreational amenities. This requirement is enforced by the Escondido Zoning Code to ensure that attractive and efficient residential development is provided to the residents of those developments. The Planned Development would not result in the creation of an attractive, efficient, and stable environment as it would eliminate all open space.

However, due to this inconsistency as well as the lack of factors identified that have made the General Plan designation of Office for this site inappropriate from the standpoint of the general public welfare, the proposed General Plan Amendment and Zone Map Amendment would be denied. Therefore, the proposed Planned Development Permit for residential development is inconsistent with the existing General Plan land use designation of Office, and would not permit for residential uses on a property that is zoned Hospital Professional (H-P).

6. *The planned development is well integrated with its settings, does not require excessive earthmoving or grading, or destruction of desirable natural features, nor is visually obstructive or disharmonious with surrounding areas and facilities, and does not substantially harm major views from adjacent properties*

The Project entails conversion of an existing office building on a previously developed site, located within an urbanized area. No significant grading is required due to reuse of a vacant office building. The proposed Project does not result in any visually obstructive or disharmonious patterns of development, nor does it harm any major views due to the existing nature of the Project site. However, as discussed in the City Council staff report, dated December 4, 2024, and the Planning Commission staff report, dated November 12, 2024, the Project does not conform to the goals and policies of the City's 2012 General Plan which outlines requirements for common open space and recreational amenities.

Due to this inconsistency as well as the lack of factors identified that have made the General Plan designation of Office for this site inappropriate from the standpoint of the general public welfare, the proposed General Plan Amendment and Zone Map

Amendment would be denied. Therefore, the proposed Planned Development Permit for residential development is inconsistent with the existing General Plan land use designation of Office, and would not permit for residential uses on a property that is zoned Hospital Professional (H-P).

- 7. The uses proposed have a beneficial effect not obtainable under existing zoning regulations. Any departure from existing ordinance requirements shall be warranted by the design and the amenities incorporated in the planned development in accord with adopted city policy*

The proposed residential conversion has the potential to produce 19 above moderate and two low-income units toward the City's Regional Housing Needs Allocation (RHNA). However, the subject site is not identified on the City's Suitable Sites Inventory for potential residential development, and denial of the requested General Plan Amendment would not impede the City in achieving its housing unit goals as outlined in the City's adopted 6th Cycle Housing Element. The City identified approximately 888 parcels throughout the City for the purposes of residential development to achieve the City's RHNA. The City's 6th Cycle Housing Element identifies capacity for over 12,000 residential units and does not identify this site as a site designated for residential development.

The Project consist of a General Plan Amendment, Zone Map Amendment, Planned Development Permit, and Design Review Permit to facilitate the residential conversion. As discussed in the Planning Commission staff report, dated November 12, 2024, the Project does not include usable open space as required by Article 6 (Residential Zones) of the Escondido Zoning Code (Chapter 33). The Applicant has not demonstrated that they are unable to obtain the required open space under the existing zoning regulations, and is therefore, not consistent with the goals and policies of the City's 2012 General Plan. The denial of the General Plan Amendment would not permit the adoption of the Planned Development Zone as outlined in Article 19 (Planned Development Zone).

**Design Review Permit Findings (PL24-0229)**  
**(Section 33-1359 of Article 64 – Design Review of the Escondido Zoning Code)**

With respect to the Design Review Permit, the City Council make the following findings for denial:

- 1. The proposed site plan has not been designed in a manner which is compatible with the natural and urban characteristics of the site and the surrounding neighborhood*

The Project includes a General Plan Map amendment to amend the land use designation from Office (O) to Urban V (U5) to accommodate the conversion from office to residential dwelling units. As discussed in the City Council staff report, dating December 4, 2024, and the Planning Commission staff report, dated November 12, 2024, the Project is inconsistent with the goals and policies for multi-family development as outlined in the City's 2012 General Plan which requires provision of common open space, and amenities for the residents. The omission of common open space is inconsistent with the requirements of the Escondido Municipal Code, and with the surrounding neighborhood.

- 2. The bulk, scale, and architectural design of the proposed structure are compatible with the character of the surrounding neighborhood*

The Project entails conversion of an existing office building previously approved for office uses. The Project does not include any changes to the structure on-site.

- 3. The project incorporates landscaping, irrigation and screening which is drought tolerant, appropriate for the site; however, project landscaping is not in compliance with the landscape standards established by the city*

The Project proposes to retain some of the existing landscaping on site. However, the proposed Project is inconsistent with the landscaping and open space requirements as required by Chapter 33 (Escondido Zoning Code). Additionally, the Project is inconsistent with the goals and policies of the City's 2012 General Plan which encourages the incorporation of common open space/recreational areas into multi-family developments, as discussed in the City Council staff report, dated December 4, 2024, and the Planning Commission staff report, dated November 12, 2024.

Due to this inconsistency as well as the lack of factors identified that have made the General Plan designation of Office for this site inappropriate from the standpoint of the general public welfare, the proposed General Plan Amendment and Zone Map Amendment would be denied. Therefore, the proposed Design Review Permit for residential development is inconsistent with the existing General Plan land use designation of Office, and would not permit for residential uses on a property that is zoned Hospital Professional (H-P).

- 4. All grading related to the project is in conformance to design standards set by Article 55, Grading and Erosion Control*

The Project entails conversion of an existing office building previously approved for office uses. No grading is proposed due to the reuse of a developed site.

- 5. The project has not incorporated the applicable design review standards contained in the ordinance codified in this section and other applicable ordinances into the site layout and building design*



The Project does not incorporate applicable design review standards relative to the provision of open space as required by Article 64 for the appropriate residential category of very high multifamily residential. Article 64 (Design Review) then points back to Article 6 (Residential Zones) for requirements. While the Project could include reduced open space through the Planned Development Permit process, the proposed Project incorporates no open space and is therefore inconsistent with the 2012 General Plan as discussed in the City Council staff report, dated December 4, 2024, and the Planning Commission staff report, dated November 12, 2024.

*6. The project is inconsistent with the goals and objectives on the city general plan*

As discussed in the City Council staff report, dated December 4, 2024, and the Planning Commission staff report, dated November 12, 2024, the Project is inconsistent with the goals and objectives of the City's adopted 2012 General Plan. The denial of the General Plan Amendment creates an inconsistency between existing General Plan land use designation and the proposed zoning amendment.

**Density Bonus Findings (Section 33-1419 (d) of Article 67 – Density Bonus and Residential Incentives)**

1. The Project includes a General Plan Map amendment to amend the land use designation from Office (O) to Urban V (U5) to accommodate the conversion from office to residential dwelling units. As discussed in the City Council staff report, dated December 4, 2024, and the Planning Commission staff report, dated November 12, 2024, the Project is inconsistent with the goals and policies for multifamily development as outlined in the City's 2012 General Plan which requires provision of common open space, and amenities for the residents. The approval of the Project is contingent on the approval of the requested General Plan Amendment in order to facilitate the development of the residential units as residential uses are not permitted within the existing underlying district of Hospital Professional (H-P).
2. The City has a legitimate interest in ensuring that development within the city conforms to the circulation element of the general plan. The requirement to dedicate a two-foot public right of way in the area that is an existing alley substantially furthers that goal and in no way impacts the owner's viable use of their land. The dedication requirement along the alleyway does not physically impede the Project's ability to be developed at the proposed density as the dedication requirement would not impact the amount of space available for the

Project. Therefore, the request to waive the dedication requirement does not meet the definition of a waiver under SDBL.

**Exhibit "C"**

**Project Case Nos.: PL23-0190/PL24-0225/PL23-0191/PL24-0215/PL24-0229**

*The architectural drawings are copy-right protected. Please contact the case planner at [ivan.flores@escondido.gov](mailto:ivan.flores@escondido.gov) for further information.*



# STAFF REPORT

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December 4, 2024  
File Number 0830-20

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## SUBJECT

**PL24-0183 – 900 W MISSION AVENUE CUP MODIFICATION**

## DEPARTMENT

Development Services Department, Planning Division

## RECOMMENDATION

Request that the City Council adopt Resolution No. 2024-183 denying the project and instead approving as an alternative the adoption of an addendum to the previously adopted Initial Study/Mitigated Negative Declaration and the recommended Alternative Option.

Staff Recommendation: Approval of Alternative Option (Development Services Department: Deputy City Manager/Interim Director of Development Services, Christopher McKinney)

## ALTERNATE RECOMMENDATION

If the City Council intends to approve the Project or consider a fair share requirement, the following options are available:

1. **Project/Applicant's request:** Remove only the requirement to install a traffic signal at Lincoln Ave/Rock Springs Rd as a result of a financial hardship (i.e., removal of Engineering Condition of Approval No. 5, as well as removal of TRA-1 from the conditions of approval);
2. **Alternative Option (Fair Share):** Modify only the requirement to construct the offsite Lincoln Ave and Rock Springs Rd traffic signal by amending conditions of approval (i.e., Engineering Condition No. 5, and TRA-1 and TRA-2) and have the applicant pay a fair-share cost of this traffic signal for installation at a later time by the City. All other conditions of approval would remain.

Presenter: Oscar Romero, Principal Planner

**ESSENTIAL SERVICE** – Yes, Land Use/Development

**COUNCIL PRIORITY** – Increase Retention and Attraction of People and Businesses to Escondido

## FISCAL ANALYSIS

The analysis provided below is only intended to address the financial impacts based on the various options outlined in this report.



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## STAFF REPORT

- **Project/Applicant's Request:** Yields a cost savings of approximately \$560,000 to the applicant. Cost to the City is unknown at this time as the municipal cost to construct a traffic signal fluctuates based on time of procurement due to market costs of material and labor. Eliminating this requirement would result in a fiscal obligation to the City to construct the traffic signal at a future time when funding is available.
- **Alternative Option (Recommended Alternative):** Yields a cost savings to the Applicant of approximately \$600,000. Cost to the City is unknown at this time. However, at a future point in time, should the City widen this portion of Mission to its ultimate right-of-way width, the City would be the entity improving this frontage in lieu of the applicant and responsible for all costs.
- **Alternative Option (Fair Share):** Yields a cost savings to the Applicant of approximately \$481,600. Under this option, the Applicant would be responsible for paying approximately \$78,400 toward the construction of the traffic signal, to be undertaken at a future time by the City. The Applicant would still be responsible for construction of the frontage improvements along Mission Road.

### PREVIOUS ACTION

On January 13<sup>th</sup>, 2021, the City Council adopted a General Plan Amendment, Zone Map Amendment, and Conditional Use Permit (PHG19-0049) for development of a gasoline service station and convenience store with concurrent sale of alcoholic beverages (beer and wine) ("Approved Project") on the Project site. The Approved Project plans are provided under Attachment "5" for reference. The Approved Project also included adoption of a Mitigated Negative Declaration (MND) (ENV19-0006) and Mitigation Monitoring and Reporting Program ("MMRP"). The MND contained mitigation measures, adopted for the Approved Project, to reduce potential impacts to cultural/tribal cultural resources, geology, noise, and traffic and can be referenced in Exhibit "D" (Revised MMRP) of Resolution No. 2024-183.

On November 12, 2024, the Planning Commission held a duly noticed public hearing for the Project. During the November 12<sup>th</sup> meeting, the Planning Commission raised a number of concerns regarding safety; fair share requirements; adherence to the General Plan; and environmental metrics for analysis of the Project. In summary, the Planning Commission concluded the Project is not consistent with the General Plan's Quality-of-Life LOS thresholds, and did not warrant waiving of Engineering's traffic signal condition as proposed by the Applicant.

Ultimately, the Planning Commission voted 5 – 0 (two excused absences) to adopt Resolution No. 2024-21, recommending denial to the City Council of the Project as proposed, and adoption of the Addendum to the Mitigated Negative Declaration and approval of Alternative Option (Recommended Alternative).

### BACKGROUND

Ilan Golcheh ("Applicant") requests a modification to the previously approved Conditional Use Permit and its conditions of approval. Specifically, the Applicant requests the removal of Condition of Approval No. 5



# CITY of ESCONDIDO

## STAFF REPORT

(refer to Attachment “1”), which requires the Applicant to install a traffic signal at the intersection of West Lincoln Avenue and Rock Springs Road (see Attachment “2” – Golcheh Group Letter to City Council and Staff).

As part of the Project, the Applicant requests adoption of an Addendum to the adopted Mitigated Negative Declaration to clarify the environmental record as it relates to the appropriate metric for assessing traffic impacts under CEQA. Specifically, the Applicant requests to remove mitigation measures TRA-1 and TRA-2. It should be noted that TRA-1 and TRA-2 appear both within the adopted MMRP for the Approved Project as well as within the adopted resolution’s conditions of approval (“TRA-1” and “TRA-2”). While staff and the Planning Commission recommend denial of the Project, staff and Planning Commission recommend the City Council adopt the addendum prepared for the Project, as staff supports the request to remove Mitigation Measures TRA-1 and TRA-2 from the adopted MMRP for purposes of clarifying the environmental record.

### **Alternative Option (Recommended Alternative):**

The Applicant stated financial hardship as the reason for their request to eliminate the requirement to construct the traffic signal at Lincoln Ave and Rock Springs Rd. In an effort to accommodate the Applicant and maintain consistency with the General Plan, staff and the Planning Commission recommend retaining the requirement to construct the traffic signal and instead eliminate the requirements to improve the Mission Avenue frontage, yielding similar cost savings to the Applicant.

As discussed in Attachment “1”, staff recommends denial of the Project due to the requested modification conflicting with the General Plan’s Quality-of-Life threshold requirement related to Level of Service (“LOS”) for intersections within the City. The City’s adopted General Plan identifies LOS as a threshold for development within the City. The Approved Project’s consistency with the General Plan is dependent upon conforming to the LOS threshold within the General Plan, and the Approved Project met this LOS threshold through the installation of the traffic signal at the Lincoln Ave and Rock Springs Rd intersection. Without the traffic signal at this intersection, the Approved Project’s impacts to this intersection’s LOS values exceed the threshold identified in the General Plan. Therefore, complete removal of the traffic signal from the Approved Project would be inconsistent with the General Plan. This inconsistency with the General Plan is the reason for staff’s Alternative Option (Recommended Alternative) which balances providing financial relief to the Applicant while still resulting in construction of the traffic signal.

Attachment “3” of this report provides an excerpted version of the draft conditions of approval based on the Alternative Option (Recommended Alternative) for reference. Resolution No. 2024-183 reflects the Alternative Option (Recommended Alternative), and if the City Council chooses to approve the Alternative Option (Recommended Alternative), the motion would be to adopt the Resolution as-is.



# CITY of ESCONDIDO

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### ENVIRONMENTAL ANALYSIS

Project approval would rely on the previously adopted Mitigated Negative Declaration (MND) for purposes of environmental review. As part of the Alternative Option (Recommended Alternative), an addendum to the previously adopted MND was prepared in accordance with Section 15164 (Addendum to an EIR or Negative Declaration) of the California Environmental Quality Act (“CEQA”). An Addendum may be prepared for a MND when none of the conditions described in Section 15162 (Subsequent EIRS and Negative Declaration) calling for preparation of a subsequent negative declaration have occurred.

Based on the analysis contained in the Addendum, none of the conditions described in Section 15162 have occurred. The Addendum was drafted as a result of a change from methodologies related to traffic impacts analysis and the use of LOS versus Vehicle Miles Travelled (“VMT”). During the submittal and review of the Project, CEQA review for traffic analysis required LOS as the methodology of review until mid-year 2020. The mitigation measures related to Traffic Impacts (TRA-1 and TRA-2) analyzed within the adopted MND utilized the LOS methodology as discussed in the Integrated Engineering Group (IEG) Traffic Impact Study (TIA), dated October 2020. Additional clarification is outlined within the Addendum prepared under Exhibit “C” of Resolution No. 2024-183. Projects submitted prior to July 1, 2020 were reviewed under LOS, and pursuant to Senate Bill 743 (SB 743), LOS was replaced with VMT as a means of analyzing traffic impacts under CEQA.

If the City Council chooses to recommend approval of the Project/Applicant’s Request or approve Alternative Option (Fair Share), both would include adoption of the addendum prepared and rely on the previously approved MND.

### CONCLUSION AND STAFF/PLANING COMMISSION RECOMMENDATION

The Project was noticed in accordance with Article 61, Division 6 Public Hearings, Notices, Public Notices, Fees and Appeals of the Escondido Zoning Code. Pursuant to Section 15164 (c) of CEQA, an Addendum need not be circulated for public review. City staff received one written public comment in opposition of the Project prior to the Planning Commission meeting, which is provided under Attachment “6”.

The Applicant’s request is to omit a previously approved Engineering Division condition of approval to install a traffic signal at the Lincoln Ave and Rock Springs Rd intersection. The condition is required to implement policies in the City’s adopted 2012 General Plan as it relates to Quality-of-Life Standards, specifically LOS. City staff evaluated the Applicant’s request, and in an effort to accommodate the identified financial burden to the Applicant, recommend approval of the Alternative Option (Recommended Alternative) to eliminate frontage improvements on Mission Avenue thus yielding similar cost savings to the Applicant, and retain the requirement to construct the traffic signal as it is necessary for consistency with the City’s General Plan.



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## STAFF REPORT

Based on the analysis contained in this Staff Report and Attachment “1”, City staff recommend that the City Council adopt Resolution No. 2024-183 denying the request to modify a Conditional Use Permit to remove the requirement to install a traffic signal, and instead approving the adoption of an addendum to the previously adopted Initial Study/Mitigated Negative Declaration and the recommended Alternative Option (Recommended Alternative).

### ALTERNATIVE CITY COUNCIL ACTION

The City Council may decide to approve an alternative action to that of staff’s recommendation. Below are two alternative actions:

#### Project/Applicant’s Request:

If the City Council chooses to approve the Project/Applicant’s request, the motion must include justification of the following Conditional Use Permit findings (refer to Attachment “4” for the Applicant’s provided justification), and include a statement to incorporate and retain TRA-2 within the Conditions of Approval:

1. *A conditional use permit should be granted upon sound principles of land use and in response to services required by the community.*
2. *A conditional use permit should not be granted if it will cause deterioration of bordering land uses or create special problems for the area in which it is located.*
3. *A conditional use permit must be considered in relationship to its effect on the community or neighborhood plan for the area in which it is to be located.*

#### Alternative Option (Fair Share):

If the City Council chooses to approve the Alternative Option (Fair Share), the motion would be to direct staff to modify the language of Engineering Condition of Approval No. 5 to account for only fair share requirements be required; to remove TRA-1 from the conditions of approval, and; retain TRA-2 as a condition of approval.

### RESOLUTIONS

- a) Resolution No. 2024-183
- b) Resolution No. 2024-183—Exhibit “A” – Legal Description
- c) Resolution No. 2024-183—Exhibit “B” – Findings of Fact
- d) Resolution No. 2024-183—Exhibit “C” – Addendum to adopted Mitigated Negative Declaration
- e) Resolution No. 2024-183—Exhibit “D” – Revised Mitigation Monitoring and Reporting Program
- f) Resolution No. 2024-183—Exhibit “E” – Conditions of Approval





# CITY of ESCONDIDO

## STAFF REPORT

### ATTACHMENTS

- a) Attachment "1" —Planning Commission report dated November 12, 2024
- b) Attachment "2" —Letter from property owner to City Council and staff dated June 17, 2024
- c) Attachment "3" —Strikethrough/Underlined Draft Modifications to Conditions of Approval
- d) Attachment "4" —Applicant Provided Findings of Fact
- e) Attachment "5" —Approved Project Plans (PHG19-0049)
- f) Attachment "5" —Public Comment Letter



# STAFF REPORT

DATE: November 12, 2024  
 PL24-0183 – 900 W Mission Avenue

**PROJECT NUMBER / NAME:** PL24-0183 – 900 W Mission Avenue CUP Modification

**REQUEST:** Modification to a previously approved Conditional Use Permit (PHG19-0049) to remove a condition of approval requiring installation of a traffic signal at the Rock Springs Rd and Lincoln Ave intersection (“Project”). The previously approved Conditional Use Permit (PHG19-0049) entitled the Project site for development of a gasoline service station and convenience store with concurrent sale of alcoholic beverages (beer and wine). The Project also includes an addendum to the previously adopted IS/MND prepared for the Project.

**PROPERTY SIZE AND LOCATION:** The 1.14-acre site is located at the northwest corner of West Mission Avenue and Rock Springs Road. The site is addressed as 900 West Mission Avenue, Escondido, CA 92025 (Assessor’s Parcel Numbers: 228-220-43-00; 228-220-13-00).

**APPLICANT:** Ilan Golchech, Golchech Group

**GENERAL PLAN / ZONING:** General Commercial (GC) / General Commercial (C-G)

**PRIMARY REPRESENTATIVE:** Ilan Golcheh, Golcheh Group

**DISCRETIONARY ACTIONS REQUESTED:** Modification to the Conditional Use Permit (PHG19-0049)

**PREVIOUS ACTIONS:** On December 8, 2020, the Planning Commission adopted Resolution No. 2020-19 (PHG19-0049/ENV19-0006) recommending approval of a Conditional Use Permit for a gasoline station and convenience store with concurrent sale of alcoholic beverages at 900 W Mission Avenue to the City Council. On January 13, 2021, the City Council adopted Resolution No. 2021-05 approving the Conditional Use Permit and adopting the Initial Study/Mitigated Negative Declaration for the Project.

**CEQA RECOMMENDATION:** In accordance with the California Environmental Quality Act (CEQA) Section 15164 (Addendum to an EIR or Negative Declaration), an addendum to remove two mitigation measures to the adopted Mitigated Negative Declaration (ENV19-0006) has been prepared. Staff recommend adoption of the addendum prepared.

**STAFF RECOMMENDATION:** Denial of the Project and Approve Alternative Option 1 (Recommended Alternative)

**REQUESTED ACTION:** Adopt Planning Commission Resolution No. 2024-21

**CITY COUNCIL HEARING REQUIRED:**  YES  NO



# CITY of ESCONDIDO

## STAFF REPORT

REPORT APPROVALS:

Dare DeLano, Assistant City Attorney

Veronica Morones, City Planner



# CITY of ESCONDIDO

## STAFF REPORT

### BACKGROUND

On January 13<sup>th</sup>, 2021, the City Council adopted the following resolutions and ordinances for the subject property:

1. Ordinance No. 2021-01 – Zoning Map Amendment rezoning the property from Light Industrial (LI) to General Commercial (C-G);
2. Resolution No. 2021-04 - General Plan Amendment amending the Light Industrial (LI) to General Commercial (GC);
3. Resolution No. 2021-05 - Conditional Use Permit for gas station/convenience store with alcohol sales.

The approved Project also included adoption of a Mitigated Negative Declaration (MND) (ENV19-0006) and Mitigation Monitoring and Reporting Program. The MND contained mitigation measures to reduce potential impacts to cultural/tribal cultural resources, geology, noise, and traffic and can be referenced under Attachment 6.

### SUMMARY OF REQUEST

Ilan Golcheh (“Applicant”) requests a modification to the previously approved Conditional Use Permit and its conditions of approval. Specifically, the Applicant requests the removal of Condition of Approval No. 5, which requires the Applicant to install a traffic signal at the intersection of West Lincoln Avenue and Rock Springs Road (see Attachment 2 – Golcheh Group Letter to City Council and Staff) (“Project”).

**Traffic Engineering Condition of Approval No. 5:** “The Developer shall construct a new traffic signal at the intersection of Rock Springs Road and Lincoln Avenue prior to project occupancy. The Developer shall submit separate traffic signal and signing and striping improvement plans prepared by a Traffic Engineer for review and approval by the City Engineer. The traffic signal design shall be per current City, Caltrans, and MUTCD Standards and shall include video detection, APS, and interconnect conduits and cables to an existing traffic signal controller. The Developer’s Traffic Engineer will also be responsible for all new timing plans and coordinating traffic signal work with the Developer’s Contractor(s) and Equipment Suppliers and City staff.”

Additionally, the Project includes adoption of an Addendum to the adopted Mitigated Negative Declaration to clarify the environmental record as it relates to the appropriate metric for assessing traffic impacts under CEQA. Specifically, the Applicant requests to remove mitigation measures TRA-1 and TRA-2 as shown below:

**TRA-1:** “Prior to occupancy, a signal shall be constructed and operational at the intersection of Rock Springs Road and W. Lincoln Avenue. All proposed transportation improvements within the City shall be constructed to the satisfaction of the City Engineer.”

**TRA-2:** “Prior to occupancy, the proposed project shall construct appropriate improvements and/or signage (as determined by the City’s Engineering Services Division) at the proposed driveway on Rock Springs Road to restrict egress to right-out only (left out restricted). This proposed physical improvement is necessary to reduce the number of northbound trips from the Project along Rock Springs Road and also will provide the opportunity to extend the southbound left-turn lane capacity at the intersection of W. Mission Avenue and Rock Springs Road up to 280 feet.”



# CITY of ESCONDIDO

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It should be noted that TRA-1 and TRA-2 appear both within the adopted Mitigation Monitoring and Reporting Program (MMRP) for the original project as well as within the adopted resolution's conditional of approval (denoted as "TRA-1" and "TRA-2").

### ISSUES/CONCERNS

As discussed, the Applicant requests the removal of Condition of Approval No. 5 requiring the installation of a traffic signal at Lincoln/Rock Springs to alleviate financial hardships for the Project (see Attachment 3 – Applicant Justification). After further review and analysis by staff, City staff recommend the Planning Commission retain the requirement to install the traffic signal and instead waive the frontage improvements along Mission Road ("Recommended Alternative"). A summary of the Planning Commission's options is provided below for consideration:

1. **Project/Applicant's request:** Remove only the requirement to install traffic signal at Lincoln/Rock Springs to remove financial hardship (i.e., removal of Engineering Condition of Approval No. 5, as well as removal of TRA-1 from the Conditions of Approval);
2. **Alternative Option 1 (Recommended Alternative):** Recommend denial of the Project/Applicant's Request, as well as recommend to the City Council they waive frontage improvement requirements to offset cost. Frontage improvements include the widening of Mission Avenue, a new curb return at the Project corner of Mission and Rock Springs, relocation of a large power pole, overhead lines and traffic signal poles, and the subsequent condition to add protected left turns to the Rock Springs and Mission traffic signal. The Applicant would still be required to dedicate to the City for future improvement of the frontage to be conducted by the City at a later time.

It is important to note the Recommended Alternative includes nominal clean up to Resolution 2021-05's Conditions of Approval by moving conditioned mitigation TRA-1 and TRA-2 to the Engineering section of the approved conditions and identifies them as **new** Condition of Approval Nos. 17 and 18.

3. **Alternative Option 2:** Modify only the requirement to construct the offsite Lincoln and Rock Springs traffic signal by amending condition of approvals (i.e., Engineering Condition No. 5, and TRA-1 and TRA-2) to require the Applicant pay a fair-share cost of this traffic signal for installation at a later time by the City. All other conditions of approval would remain (i.e., the frontage improvements would be required under this alternative).
4. **Denial of Applicant's Request:** Recommend denial of the Project/Applicant's request to the City Council with no alternative. This would retain the Project as previously approved and conditioned.

The draft Conditions of Approval (see Exhibit "E" of Attachment 6) in the draft Planning Commission Resolution No. 2024-21 (Attachment 6) reflect the Recommended Alternative option (no. 2 above). The Recommended Alternative would deny the Project/Applicant's Request and also eliminate five conditions associated with the required frontage improvements while retaining the requirement to construct the traffic signal. Attachment 4 includes the excerpted conditions of approval in a strikethrough/underlined format to show which conditions would be modified under the Recommended Alternative option.

If the Planning Commission chooses solely to recommend denial of the Project/Applicant's request, the motion may state such; however, if the Planning Commission recommends Alternative Option 2, the motion must include the modified condition language for fair share contributions so that City staff may update the Conditions of Approval



# CITY of ESCONDIDO

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to reflect the chosen option. A motion to recommend Alternative Option 2 would need to address Engineering Condition of Approval No. 5, and the conditions titled TRA-1 and TRA-2.

If the Planning Commission chooses to recommend approval of the Project/Applicant's request, the motion must include justification of the following Conditional Use Permit findings, and include a statement to incorporate and retain TRA-2 within the Conditions of Approval:

1. *A conditional use permit should be granted upon sound principles of land use and in response to services required by the community.*
2. *A conditional use permit should not be granted if it will cause deterioration of bordering land uses or create special problems for the area in which it is located.*
3. *A conditional use permit must be considered in relationship to its effect on the community or neighborhood plan for the area in which it is to be located.*

### PROJECT ANALYSIS

1. General Plan Conformance:
  - a. Mobility and Infrastructure (Circulation Element)

**Street Network Policy 7.3:** *Strive to maintain LOS C or better throughout the city except for within the urban core. Establish LOS D as the threshold for determining significant impacts and appropriate mitigation. Due to physical design characteristics, implementation of pedestrian-oriented "smart growth" and Complete Streets design improvements, high density infill areas, environmental resource considerations, existing development, freeway interchange impacts, and incomplete system improvements, alternative levels of service may be appropriate for isolated areas as determined by the city.*

The Traffic Impact Study (TIS) conducted by IEG (dated October) 2020 studied four intersections: West Lincoln Avenue and Rock Springs Road; West Mission Avenue and Rock Spring Road; West Mission Avenue and North Quince Street; and West Mission Avenue and Metcalf Street. The study's methodology utilized Level of Services (LOS) similar to the General Plan use of LOS in a comparison of "apples to apples." The assessment of the intersection analyzed its existing state (without the Project), with the Project, and various future scenarios. The study indicated that of the four intersections studied, only one is currently operating at a level below LOS "C" which is located at West Lincoln Avenue and Rock Springs. The study characterizes the existing Level of Service at the Rock Springs Road and West Lincoln intersection as functioning at a LOS of "F", and with the proposed Project, would continue to function at a LOS of "F". The study identified installation of a traffic signal at this location would improve the Level of Service to "C", and maintain consistency with the General Plan policies related to Quality of Life.

**Street Network Policy 7.7:** *Require new development projects to analyze local traffic impacts, and construct and implement the improvements required for that development.*



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As discussed throughout this staff report, a Traffic Impact Study (dated October 2020) was prepared for the approved Project. Based on the analysis contained within the study, the approved Project would result in a degradation in the LOS at the intersection of Rock Springs Road and West Lincoln. Due to this, the approved Project was conditioned to install a traffic signal at the affected intersection to conform the City's Quality of Life Standards. Therefore, the requirement to provide the traffic signal at this location aided in the justification of the Conditional Use Permit's ability to comply with the General Plan.

### b. Housing Element and "No Net Loss"

The City is taking steps to encourage, promote, and facilitate the development of housing consistent with policies 1.1 and 2.1 of the Housing Element of the General Plan, while accommodating the City's share of regional housing needs, consistent with Government Code section 65584. No Net Loss Law (Government Code section 65863) ensures development opportunities remain available throughout the planning period to accommodate a jurisdiction's Regional Housing Needs Allocation ("RHNA"), especially for lower- and moderate-income households. In general, jurisdictions cannot approve new housing at significantly lower densities or at different income categories than was projected in the Housing Element without making specific findings and identifying other sites that could accommodate these units and affordability levels "lost" as a result of the approval. The so-called "no net loss" provisions apply when a site is included in the jurisdiction's Housing Element's inventory of sites and is either rezoned to a lower residential density or is approved at a lower residential density than shown in the Housing Element. (Gov't Code § 65863(b)).

The Project site is not identified in the City's General Plan Housing Element Suitable Sites Inventory for the 6th RHNA Planning Cycle. Because the provision of "no net loss" applies to housing located on any site listed in the City's Housing Element, the City does not need to determine if this Project or a decision related to this Project would be subject to No Net Loss Law and its remedies.

## 2. Zoning Conformance:

The approved Project was analyzed for conformance with Chapter 33 of the Escondido Municipal Code. The Applicant's request to remove the traffic signal requirement at an off-site location would not conflict with the City's Zoning Ordinance; however, it would result in Level-of-Service issues inconsistent with the City's General Plan Quality of Life Thresholds. The Project Applicant proposes no changes to the development of the site as a part of their request. However, the Recommended Alternative would result in off-site changes immediately adjacent the Project site's frontages. However, these potential changes would not conflict with the City's Zoning Ordinance, as they are not requirements of the Chapter 33 of the Municipal Code. The Project is a request to modify a Condition of Approval, and does not apply to on-site improvements. The Planning Commission report for the Approved Project is attached for reference only (see Attachment 04 – Planning Commission staff report dated December 08, 2020).

An addendum to the originally adopted IS/MND is included as part of the action before the Planning Commission. The request to clarify the environmental record by removing the two traffic mitigation measures pertaining to the traffic signal is appropriate, as described in the Environmental Analysis section of this report and would comply with Article 47 (Environmental Quality) of the Zoning Ordinance.





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### 3. Climate Action Plan Consistency:

A project specific Air Quality and Greenhouse Gas (GHG) Emissions Impact Analysis was conducted for the Approved Project. Air Quality impacts are less than significant as was discussed in the adopted Mitigated Negative Declaration, and no mitigation is required. The Project does not include changes to the Air Quality and GHG analysis.

### 4. Site Design

As discussed, the approved Project was analyzed for conformance with the standards of the Escondido Zoning Code (Chapter 33), and the Project does not propose any modifications to the on-site improvements. The site design analysis related to grading, Project access and circulation, building orientation, and parking were analyzed as part of the approved Project. The site plan has been provided for referenced only (see Attachment 05 – Approved Site Plans)

## FISCAL ANALYSIS

The analysis provided below is only intended to address the financial impacts based on the various options relative to the Conditions of Approval.

- 1. Project/Applicant's Request:** The Applicant's request to remove Engineering Condition of Approval No. 5 and TRA-1, requiring construction of a traffic signal at the intersection of Rock Springs and Lincoln results in a cost savings to the Applicant of approximately \$560,000. However, the cost to the City is fully unknown at this time as the municipal cost to construct a traffic signal fluctuates based on time of procurement due to market costs of material and labor. Eliminating this requirement would result in a fiscal onus for the City to construct the traffic signal at a future time when funding is available.
- 2. Alternative Option 1 (Recommended Alternative):** Staff's recommendation to require construction of the traffic signal and instead eliminate frontage improvements along Mission Road results in a cost savings to the Applicant of approximately \$600,000. Eliminating the Applicant's requirement to improve their site's frontage would not cost the City immediately at this time. However, at a future point in time, should the City widen this portion of Mission to its ultimate right-of-way width, the City would be the entity improving this frontage in lieu of the Applicant and responsible for all costs.
- 3. Alternative Option 2:** This alternative option would retain frontage improvement requirements but modify the requirement to construct the traffic signal to that of the Applicant paying a fair-share cost. This alternative option would result in a cost savings to the Applicant of approximately \$481,600. An analysis conducted by Fehr & Peers concluded that a fair-share cost to construct the traffic signal based on the approved Project is approximately 14% of the cost to construct the signal. Under this option, the Applicant would be responsible for paying approximately \$78,400 toward the construction of the traffic signal, to be undertaken at a future time by the City. The Applicant would still be responsible for construction of the frontage improvements along Mission Road.

As noted above, the cost to the City to construct the traffic signal is unknown; however, Alternative Option 2 would still result in a cost burden to the City at a future time of signal improvement.





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- 4. Denial of Applicant's Request:** Recommending denial of the Project would result in no fiscal impacts and the developer would be responsible for payment of all impact fees and improvements associated with the previous approval.

### ENVIRONMENTAL ANALYSIS

In accordance with Section 15164 (Addendum to an EIR or Negative Declaration) of the California Environmental Quality Act (CEQA), an Addendum to the Mitigated Negative Declaration (MND) was prepared to clarify the environmental record. An Addendum may be prepared for a MND when none of the conditions described in Section 15162 (Subsequent EIRS and Negative Declaration) calling for preparation of a subsequent negative declaration have occurred.

Based on the analysis contained in the Addendum, none of the conditions described in Section 15162 have occurred. The Addendum (Exhibit "C" under Attachment 7) serves to clarify the record as it relates to the environmental review. Further, the Recommended Alternative would be covered under the previously prepared and adopted MND.

At the time of the original project review, CEQA methodology related to traffic impact analyses was in a state of change. Prior to 2020, Level of Service (LOS) was the applicable CEQA metric for determining traffic impacts; however, Senate Bill 743 (SB 743) ushered in a new metric: Vehicle Miles Travelled (VMT). During the submittal and review of the approved project, the review for traffic analysis entailed both LOS and VMT as the methodology of review. However, pursuant to SB 743, only VMT was (and still is) the applicable metric for purposes of CEQA. Therefore, the previously identified mitigation measures related to LOS-specific traffic impacts (TRA-1 and TRA-2) analyzed within the adopted MND and as discussed in the Integrated Engineering Group (IEG) Traffic Impact Study (TIA) (dated October 2020), are technically not applicable for the purposes of CEQA and are proposed for removal from the adopted Mitigation Monitoring and Reporting Program under the Addendum.

### PUBLIC INPUT

The Project was noticed in accordance with local (Article 61, Division 6) and state requirements. Pursuant to Section 15164 (c) of CEQA, an Addendum need not be circulated for public review. At the time of writing this staff report, one public comment in opposition of the Project has been received (Attachment 8).

### CONCLUSION AND RECOMMENDATION

The Applicant requests to remove a previously approved project requirement for construction of a traffic signal at the intersection of Rock Springs Road and W. Lincoln Avenue (Engineering Condition of Approval No. 5 and Condition of Approval TRA-1 from Resolution No 2021-05). These conditions are required to support policies in the City's adopted 2012 General Plan as they relate to Quality-of-Life Standards. City staff evaluated the Applicant's request, and conclude construction of the traffic signal is necessary for consistency with the City's General Plan. City staff recommend denial of the Project along with a Recommended Alternative to alleviate financial burdens to the Applicant while still conforming to the City's adopted General Plan.

Based on the analysis contained in this staff report, City staff recommends the Planning Commission adopt Resolution No. 2024-21, recommending denial of the Project and recommending approval of Alternative Option 1 (Recommended Alternative) to retain Engineering Condition of Approval No. 5 and to clarify nominally TRA-1 and



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TRA-2 as conditions not mitigation, thus maintaining the requirement to construct the traffic signal at Lincoln Avenue and Rock Springs Road, and to remove the requirements to construct frontage improvements along Mission Avenue identified within Engineering's Conditions of Approval Nos. 2, 3, 6, and 15, and Fee Condition of Approval No. 2 (all of Resolution No. 2021-05) to the City Council.

### ATTACHMENTS

1. Location and Zoning
2. Planning Commission report dated December 08, 2020
3. Letter from property owner to City Council and staff (dated June 17, 2024)
4. Strikethrough/Underlined Conditions of Approval
5. Applicant justification for removal of mitigation measures and conditions of approval
6. Approved Project Plans (for reference only)
7. Draft Planning Commission Resolution No. 2024-21, including Exhibits "A" – "E"
8. Public Comment



July 17 2024

**Dear Honorable Members of the Escondido City Council,**

I hope this letter finds you well. I would like to take a moment to commend the City of Escondido for its vibrant community and commitment to growth and development. The city's dedication to preserving its beautiful parks, dynamic cultural scene, and thriving local businesses make it a wonderful place to rich history while fostering innovation and inclusivity is truly commendable. Escondido's live, work, and visit. It is with great respect and admiration for our city that I write to you today.

Thank you very much for your consideration of our situation and our desire to develop this critical corner at 900 W Mission according to your vision.

It is important that we all pay our "fair share." I would like to emphasize that fairness is our fundamental principle. It is evident by the fact that in over 40 years of real estate development, we have never been involved in legal disputes in a court of law. This speaks volumes about our commitment to fairness and integrity.

#### **OUR REQUEST**

With this in mind, we respectfully request that the City Council remove the condition requiring our project to install a traffic signal at Rock Springs and Lincoln from the Mitigated Negative Declaration (MND) through an addendum. This will allow us to develop our project and greatly enhance the community.

Please allow me to address *two critical points* that illuminate our request:

#### **A. Fulfilling Our Fair Share Responsibilities**

##### **1. Economic Enhancement and Job Creation**

We are investing significant resources to construct a beautiful building and develop the corner of this intersection. This project will generate economic growth and create jobs and enhance the community.

##### **2. Intersection Improvements**

We are also undertaking extensive improvements to the intersection, including installing curbs, gutters, sidewalks, and a traffic light. A fair argument could be made that these enhancements, which are on city property, should be funded by the city. Nevertheless, we are covering 100% of these costs.

## **B. Managing Financial Challenges**

We currently lack the financial capacity to fund improvements for an additional intersection beyond our own. The economic landscape has drastically changed since the project's inception five years ago. Here are the key reasons for our financial constraints:

### **1. Tenant Challenges**

When we purchased this property, the previous owner informed us that the existing tenant was on a month-to-month lease. However, after closing, the tenant claimed to have a long-term lease, asserting that his son, who had no authority, signed the estoppel certificate. To avoid validating the tenant's claim, our attorney advised us not to accept any rent payments. We aimed to avoid litigation with both the tenant and the previous owner. Consequently, we received no income from the tenant and ultimately had to pay substantial sums to have the tenant vacate the property, along with ongoing legal fees. This unforeseen issue has further strained our project's finances.

### **2. Homelessness, Drugs, and Prostitution Challenges**

This project was initially expected to be completed three years ago. After evicting the tenant, the property became a hub for homeless individuals, drug dealers, and prostitution. The city fined us repeatedly and eventually forced us to demolish the building. This situation prevented us from renting out the property and generating income. Additionally, we have incurred significant expenses, to demolishing the building, to maintain and clean the property, as mandated by the city.

### **3. Increased Carry Costs Challenges**

Interest rates have soared, causing our borrowing costs to increase by over 250%. The mortgage expenses for this project have become a substantial financial burden.

### **4. Higher Interest rates, casing to lower the price Challenges**

As interest rates rise, the cost of getting a loan on behalf of the buyer also increases. In order for the buyers to have the same return as the past. This forces us to lower our sale price significantly, diminishing the property's value.

### **5. Impact of COVID-19 Challenges**

The pandemic adversely affected many businesses, including ours. Unlike others, we did not seek or receive any (none) government assistance, which has further strained our resources.

### **6. Architectural Delays Challenges**

Our local architectural firm, ACT Design, lost several key personnel during the pandemic, causing significant delays in the project completion. As of yet the firm has not been able to retain all the people that they lost

### **7. City Staff Shortages Challenges**

The city's staffing issues have led to prolonged approval processes, incurring additional costs for us.

#### **8. 7-Eleven Acquisition Delays**

The \$21 billion acquisition of Speedway Oil by 7-Eleven caused management upheavals. Three times the entire staff of 7 eleven has changed. Each new management team, required substantial changes in the plans. the constant changes and delays, impacting our project timeline.

#### **9. Rising Construction Costs**

Construction expenses have skyrocketed, exceeding our original budget and depleting our funds.

#### **10. Rent Price Stagnation**

We signed the lease five years ago, and since then, the cost of everything has increased significantly. However, the rent price has remained unchanged, devaluing the property and the eventual building to be constructed. This situation has left us with no additional funds for further developments.

#### **11. Lack of Precedent**

In my experience, no city has ever required developers to improve unrelated intersections. This request is unprecedented and fundamentally unfair.

Considering all these challenges, this project has cost us far more than anticipated. We have no financial means to undertake any additional obligations. Our best hope is to complete the project and maybe if we are lucky to break even after five years of hard work. During this time, we have had to borrow money to cover living expenses and avoid financial collapse. If the city insists on additional financial burdens, it will jeopardize the project, leaving the area undeveloped and plagued by illegal activities. In this event the project will foreclose and it will be lose, lose for all.

If the city is committed to community development and economic growth, it should reconsider its request for us to fund improvements to another intersection which really has nothing to do with us. I kindly ask that the City Council to recognize our Commitment and our fairness and allow this project to proceed.

Therefore, considering the eleven significant challenges we have faced over the past five years, we earnestly request the City Council's understanding and support. We kindly ask that the condition requiring our project to install a traffic signal at Rock Springs and Lincoln be removed from the Mitigated Negative Declaration (MND) through an addendum. Your compassion and consideration in this matter would greatly alleviate the financial and logistical burdens on our project, allowing us to move forward successfully.

Thank you for your time, understanding, fairness, and commitment to making our city great.



Morrie Golcheh

President

[mg@progressivere.com](mailto:mg@progressivere.com)

**Golcheh Group**

1180 S Beverly Dr, Suite 300

Los Angeles, CA 90035

Tel: (310) 266-6858

**PLANNING CASE NO. PL24-0183****EXCERPTED STRIKETHROUGH/UNDERLINED CONDITIONS OF APPROVAL**

Text shown in ~~strikethrough~~ is proposed for removal.

Text shown in **bold/underline** is proposed.

**F. Mitigation Measures:**

**TRA-1 Removed by Resolution No. 2024-183.** ~~Prior to occupancy, a signal shall be constructed and operational at the intersection of Rock Springs Road and W. Lincoln Avenue. All proposed transportation improvements within the City shall be constructed to the satisfaction of the City Engineer.~~

**TRA-2 Removed by Resolution No. 2024-183.** ~~Prior to occupancy, the proposed project shall construct appropriate improvements and/or signage (as determined by the City's Engineering Services Division) at the proposed driveway on Rock Springs Road to restrict egress to right-out only (left-out restricted). This proposed physical improvement is necessary to reduce the number of northbound trips from the Project along Rock Springs Road and also will provide the opportunity to extend the southbound left-turn lane capacity at the intersection of W. Mission Avenue and Rock Springs Road up to 280 feet.~~

## ENGINEERING CONDITIONS OF APPROVAL

### STREET IMPROVEMENTS AND TRAFFIC

- Public street improvements shall be constructed to City Standards as required by the Subdivision Ordinance and to the satisfaction of the City Engineer. Specific details, including final street improvement widths, right-of-way widths, concrete curb and gutters, curb returns and pedestrian ramps, drainage, lighting, etc. shall be to the satisfaction of the City Engineer.
- ~~**Removed by Resolution No. 2024-183.** Prior to first occupancy the developer shall construct street improvements, including but not limited to, concrete curb, gutter, sidewalk, street lights, street trees, paving and base on the following streets adjoining the project boundary:~~

<u>STREET</u>	<u>CLASSIFICATION</u>
W. Mission Ave.	Major Road (41' half width)

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

- ~~**Removed by Resolution No. 2024-183.** Median curb shall be installed on W. Mission Avenue to limit the W. Mission Avenue driveway to right turns in and out only. Paving or overlay within and near the left turn pocket may be needed for proper drainage within the left turn pocket.~~
- 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 shall construct a new traffic signal at the intersection of Rock Springs Road and Lincoln Avenue prior to project occupancy. The Developer shall submit separate traffic signal and signing and striping improvement plans prepared by a Traffic Engineer for review and approval by the City Engineer. The traffic signal design shall be per current City, Caltrans, and MUTCD Standards and shall include video detection, APS, and interconnect conduits and cables to an existing traffic signal controller. The Developer's Traffic Engineer will also be responsible for all new timing plans and coordinating traffic signal work with the Developer's Contractor(s) and Equipment Suppliers and City staff.
- ~~**Removed by Resolution No. 2024-183.** As part of the required Mission Avenue widening and new 30' curb return improvements and to add protected left turn phasing to the south and north bound legs, the Developer will be required to modify the existing Rock Springs Road and Mission Avenue traffic signal and~~



~~associated equipment. The Developer shall submit separate traffic signal and signing and striping modification improvement plans prepared by a Traffic Engineer for review and approval by the City Engineer. These traffic signal modifications shall be per current City, Caltrans, and MUTCD Standards and shall include video detection, left turn phasing heads, APS, and shall include a new controller and cabinet. The Developer's Traffic Engineer will also be responsible for all new timing plans and coordinating traffic signal modification work with the Developer's Contractor(s) and Equipment Suppliers and City staff.~~

7. The Developer may be responsible for an overlay of Rock Springs Road due to the many utility trenches necessary to serve this project. The determination of the extent of the overlay shall be to the satisfaction of the City Engineer.
8. 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.
9. The Developer's engineer shall prepare and submit for approval by the City Engineer a complete final Signing and Striping plan for all improved and modified roadways. The Developer will be responsible for removal of all existing and the construction of all new signing and striping in compliance with the current CA MUTCD standards and to the satisfaction of the City Engineer.
10. The Developer shall repaint all pavement striping and markings adjacent to the project that have been damaged and prematurely faded due to project construction traffic to the satisfaction of the City Engineer.
11. Adequate horizontal sight distance shall be provided at all driveways. Increased parkway widths, open space easements, and restrictions on landscaping may be required at the discretion of the City Engineer
12. Pedestrian access routes meeting current ADA requirements shall be provided into the project to the satisfaction of the City Engineer and City Building Official.
13. 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.
14. The existing W. Mission Avenue bus stop shall be relocated to the satisfaction of the North County Transit District (NCTD) and the City Engineer. The relocated bus stop shall be constructed on W. Mission Avenue along the project frontage. The developer shall provide written correspondence from NCTD stating they have approved the proposed location of

the bus stop prior to approval of the Improvement Plan. The NCTD approved bus stop location shall be shown the Improvement Plan.

15. ~~**Removed by Resolution No. 2024-183.** The existing Rock Springs Road storm drain inlet near W. Mission Avenue shall be relocated to the satisfaction of the City Engineer. The existing 29"x18" corrugated steel arch pipe (CSPA) that connects to this storm drain inlet shall be replaced with a reinforced concrete pipe (RCP). The new storm drain pipe shall connect to the existing 36" RCP in Rock Springs Road with a cleanout per San Diego Regional Standard Drawings.~~
16. The proposed Rock Springs Road driveway shall be signed and striped for right turns in and out only.
17. **Prior to occupancy, a signal shall be constructed and operational at the intersection of Rock Springs Road and W. Lincoln Avenue. All proposed transportation improvements within the City shall be constructed to the satisfaction of the City Engineer.**
18. **Prior to occupancy, the proposed project shall construct appropriate improvements and/or signage (as determined by the City's Engineering Services Division) at the proposed driveway on Rock Springs Road to restrict egress to right-out only (left out restricted). This proposed physical improvement is necessary to reduce the number of northbound trips from the Project along Rock Springs Road and also will provide the opportunity to extend the southbound left-turn lane capacity at the intersection of W. Mission Avenue and Rock Springs Road up to 280 feet.**

## 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 36,000, unless a higher amount is deemed necessary by the City Engineer.
2. ~~**Removed by Resolution No. 2024-183.** The City shall credit the Developer \$50,000 in Traffic Impacts Fees as the City's contribution towards the addition of protected left turn phasing to the south and north bound legs at this intersection.~~
3. 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.

### Attachment A to Discretionary Permit General Application Form

Applicant: Ilan Golcheh  
 Site: 900 W Mission Ave  
 APN 228-220-43 and 228-220-13  
 Prepared July 16, 2024

Request for:

- CUP Modification Planning Case No. ENV 19-0006: Removal of Conditions of Approval requiring a traffic signal to be installed at Rock Springs and W Lincoln. Specifically, remove Section F, Mitigation Measures TRA-1 and TRA-2; remove Engineering Conditions of Approval, Condition F
- Initial Study/MND and MMRP Modification: Remove mitigation measures TRA-1 and TRA-2.

#### Project Description:

Applicant met with the City Manager who agreed that the City would be amenable to considering the request, but noted that a fair share agreement would be more agreeable.

Applicant formally requests the removal of the traffic signal installation from all project documents.

#### JUSTIFICATION FOR REMOVAL OF TRAFFIC SIGNAL REQUIREMENT

The traffic signal requirement needs to be removed from the following project documents:

1. *Final 7-11 Convenience Store and Service Station Initial Study/Mitigated Negative Declaration*, December 2020, prepared by The Altum Group (and related Project MMRP).
  - Traffic Study (Appendix G of IS/MND) – The intersection Rock Springs and W Lincoln Avenue is located approximately 0.24 mile north of the Project Site as a street stop-controlled intersection. The Traffic Study identified that this intersection already operates at a LOS F in existing conditions (Table 3-1), and a signal warrant is met in the existing condition. The Traffic Study recommended that a traffic signal be installed at Rock Springs and W Lincoln to bring the intersection to a LOS C.

A fair share analysis was not conducted. However, the area is fully developed so we are not sure how existing development would be backcharged for their portion of the signal thus leaving the applicant to pay for the entire traffic signal where the existing condition is already LOS F.

- Section 3.17 Transportation. According to the Traffic Study (Appendix G), the existing condition of Rock Springs and W Lincoln functions at LOS F without the Project, which is not consistent with the City's General Plan Circulation Element to maintain an LOS C. Two mitigation measures were identified to mitigate for LOS F. Mitigation Measure TRA-1 requires a signal at Rock Springs and W Lincoln, and Mitigation Measure TRA-2 requires a right-in/right-out driveway

The document was prepared in December 2020, at a time when all jurisdictions were struggling how to balance the LOS impacts with newly adopted SB 743 (VMT) which identified that LOS was

no longer the standard to mitigate traffic impacts. Since that time, the State has created guidance identifying how to analyze VMT as the metric for determining an impact. Therefore, the Initial Study erred in requiring mitigation for LOS – especially since the intersection functions at LOS F without the Project. The VMT analysis determined that the the proposed project is a locally serving land use and any potential project VMT related impacts would be presumed to be less that significant.

Therefore, due to the error, both mitigation measures MM TRA-1 and MM TRA-2 should be removed from the Initial Study and the CUP conditions. Removing these would have no environmental impact because they should not have been environmental mitigation measures based on current guidance. The Project screens out of a VMT analysis due to the land use being locally serving.

Proposed Action: Applicant proposes to prepare a CEQA Initial Study Addendum for only the Traffic section to explain the error and correct the Administrative Record. The Addendum would be prepared by an experienced environmental consultant, for the City Planning Department’s approval.

2. *Conditional Use Permit (Planning Case No. ENV 19-0006)* approved January 13, 2021.
  - Section: F – Mitigation Measures (repeats from the MMRP, both TRA-1 and TRA-2, both of which are in error because LOS is not the metric for mitigation for traffic impacts)
  - Section: Engineering Conditions of Approval, Condition 5 (signal).

The applicant will retain the right-in/right-out driveway configuration (Engineering Condition 3).

Proposed Action: The Planning Department would support modifying Section F and removing Engineering Condition 5 from the Conditional Use Permit, and prepare actions for Planning Commission and City Council.

#### **JUSTIFICATION FOR NOT PARTIPATING IN FAIR SHARE AGREEMENT**

Typically “fair share” agreements are conditioned when an area is developing, and multiple projects can share in the cost based upon their contribution to the traffic impacts.

In the case of this Project, the Project Site is located on the corner of Rock Springs Road and W Mission Avenue, a signalized intersection. The signal is being requested approximately 0.24 mile north of the intersection, at Rock Springs Road and W. Lincoln. The entire area is built out, including a multi-family complex that was recently built at the intersection of Rock Springs Road and W Lincoln.

Unless the City has been collecting fair share contributions, from residential and business properties along Rock Springs, Lincoln and W Mission, there are no developments that can contribute to the fair share. Refer to the Traffic Study, Figure 1-2 (reproduced at the end of this attachment).

In conclusion signal should be removed from the project for the following reasons:

1. The Project would be directly served by a signalized intersection.
2. The signal is being required approximately 0.24 mile away at the only stop-sign intersection in the area.
3. The existing condition is LOS F.

4. The Project is not contributing to the degradation of the intersection because it already is F.
5. The entire area is built out. There are no new developments in the vicinity that could be assigned a fair share.
6. For the applicant to be assigned a fair share, the applicant would require an identification of all other developments that have been contributing to the fair share.

Therefore, unless the City plans to tax or bill all development along Rock Springs, Lincoln and W Mission in the vicinity of the traffic study for the signal, it would be "unfair" to have the applicant be the sole contributor to the traffic signal when so many existing multi-family residential, businesses and large retail centers are also responsible for contributing to the existing condition.

A signal at Rock Springs Road and W. Lincoln should be the City's responsibility under its Capital Improvement Budget.





**LEGEND**

- # Intersection
- Project Driveway
- Roadway Segment



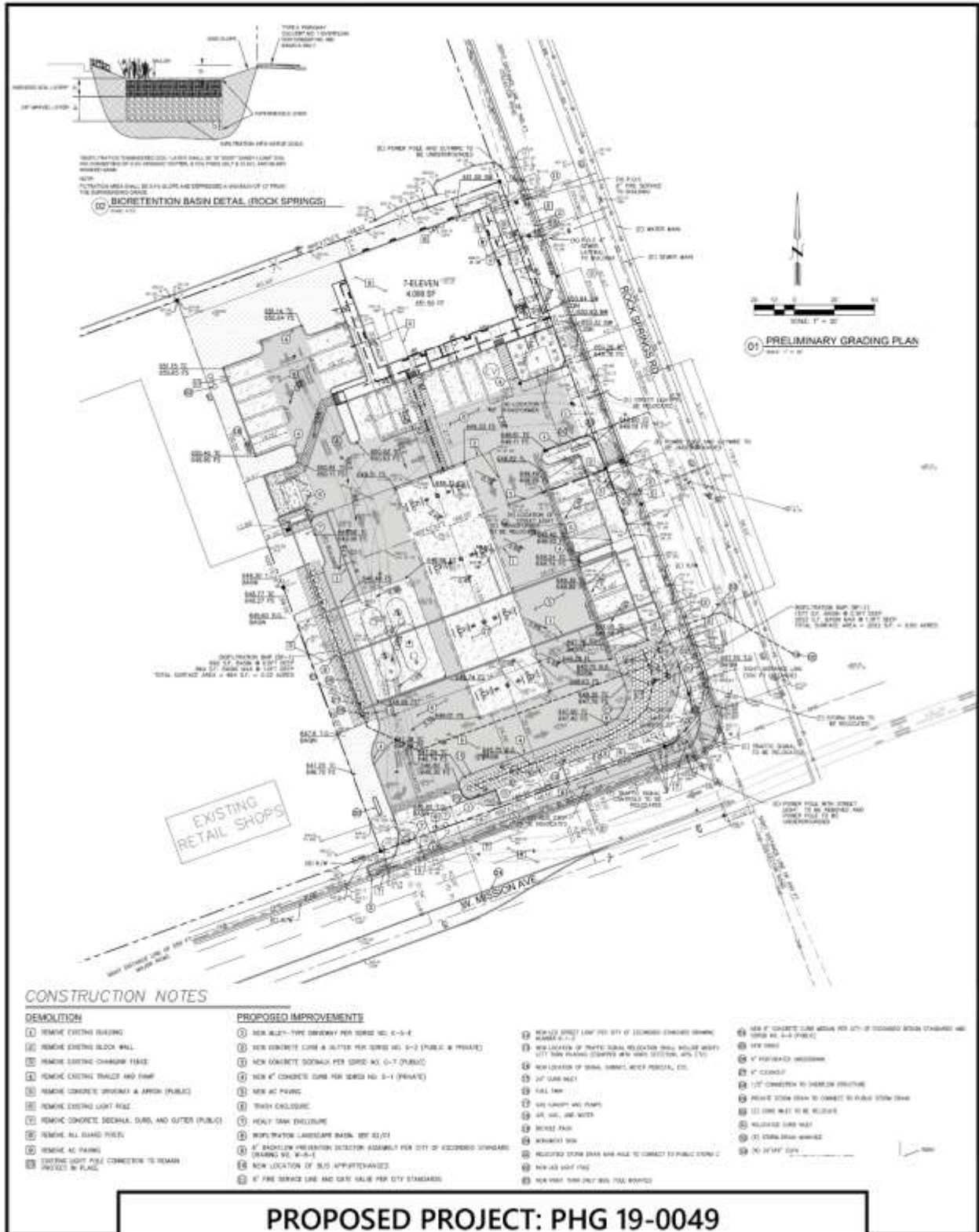
**INTEGRATED ENGINEERING GROUP**  
 TRANSPORTATION PLANNING AND ENGINEERING



Attachment "5"  
**PHG19-0049 Approved Plans**  
**(REFERENCE ONLY)**

Item 17.

Project No.: PL24-0183



**CONSTRUCTION NOTES**

**DEMOLITION**

- 1 REMOVE EXISTING BUILDING
- 2 REMOVE EXISTING BLOCK WALL
- 3 REMOVE EXISTING CHANGING TRAILS
- 4 REMOVE EXISTING TRAILS AND FENCE
- 5 REMOVE CONCRETE DRIVEWAY & APRON (PUBLIC)
- 6 REMOVE EXISTING LIGHT POLE
- 7 REMOVE CONCRETE SIDEWALK CURB AND GUTTER (PUBLIC)
- 8 REMOVE ALL SHARD PAVES
- 9 REMOVE ALL PAVING
- 10 EXISTING LIGHT POLE CONNECTION TO REMAIN IN PLACE IN PLACE

**PROPOSED IMPROVEMENTS**

- 11 NEW 120V-TYPE OVERHEAD PER SERVO NO. C-5-E
- 12 NEW CONCRETE CURB & GUTTER PER SERVO NO. 2-2 (PUBLIC & PRIVATE)
- 13 NEW CONCRETE SIDEWALK PER SERVO NO. 0-1 (PUBLIC)
- 14 NEW 4" CONCRETE CURB PER SERVO NO. 0-1 (PRIVATE)
- 15 NEW AC PAVING
- 16 TRASH ENCLOSURE
- 17 HEAVY TRAIL ENCLOSURE
- 18 REPAIR/REPLACE LANDSCAPE BENCH PER SERVO
- 19 4" BACKFLOW PREVENTER DETECTOR ASSEMBLY PER CITY OF ROCKSPRING STANDARD DRAWING SE. 8-A-E
- 20 NEW LOCATION OF BUS APPURTENANCES
- 21 4" FIRE SERVICE LINE AND GATE VALVE PER CITY STANDARDS
- 22 NEW 120V STREET LIGHT PER CITY OF ROCKSPRING STANDARD DRAWING SE. 2-2
- 23 NEW LOCATION OF TRAFFIC SIGNAL REGULATION SIGNAL VALVE ASSEMBLY PER STANDARD DRAWING AND TRAFFIC SECTION, WPA (17)
- 24 NEW LOCATION OF SIGNAL CORNER, WATER PUMP, ETC.
- 25 24" GARB INLET
- 26 FALL SIGN
- 27 GAS MOUNTED GAS PUMPS
- 28 48" GAS, GAS WATER
- 29 BICYCLE PATH
- 30 MONUMENT SIGN
- 31 RELOCATED STONE SIGN AND PALE TO CONNECT TO PUBLIC SIDEWALK
- 32 NEW GAS LIGHT FIXTURE
- 33 NEW TRAFFIC SIGNAL ONLY SIGNAL TRAIL ROUTED







- 34 48" 4" CONCRETE CURB METAL PER CITY OF ROCKSPRING STANDARD DRAWING SE. 2-2 (PUBLIC)
- 35 12" TRASH
- 36 4" REPAIRED SIDEWALK
- 37 4" CONCRETE
- 38 12" CONNECTION TO UNDERGROUND STRUCTURE
- 39 RELOCATED STONE SIGN TO CONNECT TO PUBLIC SIDEWALK
- 40 12" TRAIL SIGN TO BE RELOCATED
- 41 RELOCATED CURB INLET
- 42 STONE SIGN ASSEMBLY
- 43 12" TRAFFIC SIGN


**PROPOSED PROJECT: PHG 19-0049**  
**CIVIL PLAN**



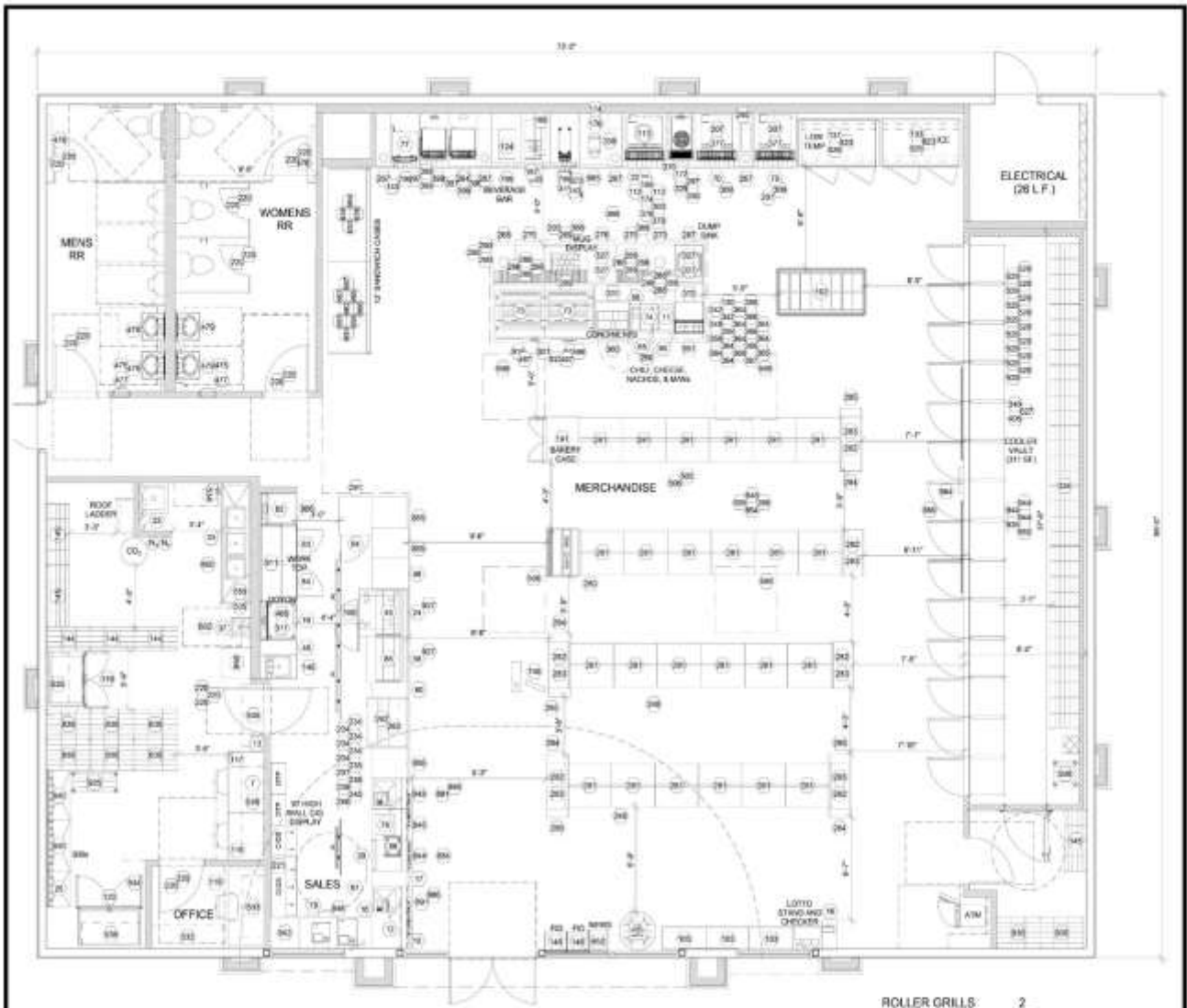


**MATERIALS BOARD**

 <p>'CASA BLANCA' SW7571 SHERWIN WILLIAMS</p>	 <p>'MEXICAN SAND' SW7519 SHERWIN WILLIAMS</p>	 <p>'QUARTERSAWN OAK' SW2836 SHERWIN WILLIAMS</p>
 <p>DARK ANODIZED BRONZE</p>	 <p>QUICKSTACK 'COASTAL BROWN' CORONADO STONE</p>	 <p>STANDING SEAM METAL ROOF BRIDGER STEEL</p>

**PROPOSED PROJECT: PHG 19-0049  
MATERIALS**



**1045089 - ESCONDIDO, CA - LAYOUT 02**

05/21/2019

ROCK SPRINGS & MISSION  
ESCONDIDO, CA

SCALE: 1/4"=1'-0"

TDG #19-372

APPROVED: YES  NO   
05/22/2019

**OCCUPANCY CALCULATION**

MERCHANDISE	2317 SF	/	30	=	77 PEOPLE
KITCHEN / SALES	298 SF	/	200	=	2 PEOPLE
STORAGE/ BACK ROOM	506 SF	/	300	=	2 PEOPLE
OFFICE	51 SF	/	100	=	1 PERSON
RESTROOM	478 SF	/	N/A	=	0 PEOPLE
<b>TOTAL</b>				<b>=</b>	<b>82 PEOPLE</b>

**WALL TYPE LEGEND**

EXTERIOR WALL	
COLUMN	
INTERIOR WALL	
PARTIAL HEIGHT WALL	
COOLER WALL	

ROLLER GRILLS	2
SANDWICH CASE	12
WALL DOORS	14
LOW TEMP DOORS	2
ICE MERCH DOORS	2
NOVELTY CASE	1 (LG)
BAKERY CASE	1 (LG)
SLURPEE BARRELS	5
GONDOLA UNITS (60"H)	48
END CAPS (60"H)	08
POWER WINGS	(08) - NOT IN TOTAL
LOW WALLS (36"H)	03
HIGH WALLS (72"H)	00
TOTAL	58
TOTAL SQ FT	= 4089 SF
SALES FLOOR AREA	= 2614 SF
GAS: YES	LIQUOR: NO
BEER: YES	WINE: YES
OCCUPANCY LOAD (>49)	= 82
TRAVEL DISTANCE (<200)	= 79'
COMMON PATH OF TRAVEL (<75)	= 88'
RESTROOMS REQUIRED	= 2
EXITS REQUIRED	= 2
OVERHEAD SHELVES	= 42 FT
FLOOR SHELVES	= 45 FT



**PROPOSED PROJECT: PHG 19-0049  
LAYOUT**



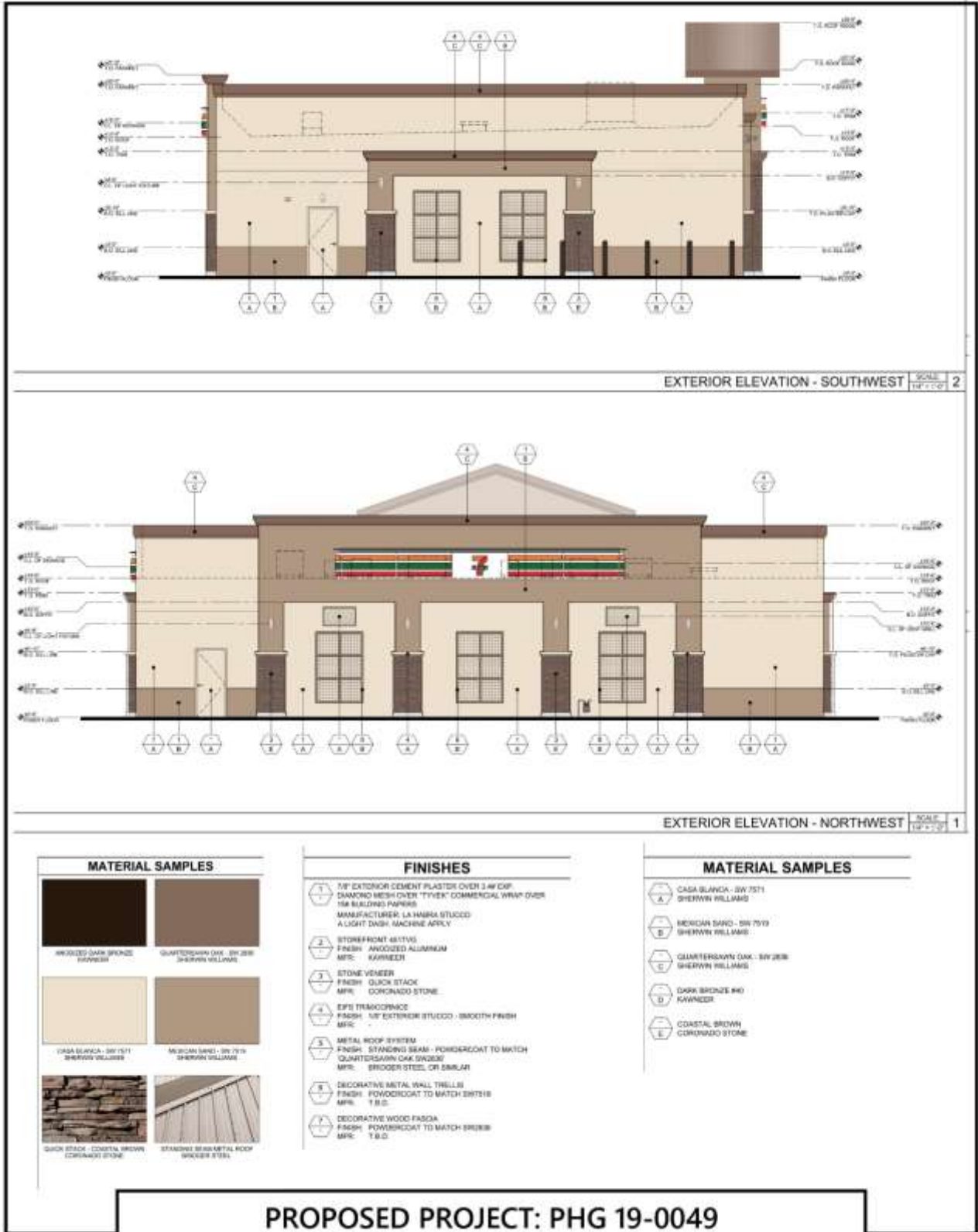
EXTERIOR ELEVATION - NORTHEAST SCALE 1/8" = 1'-0" 2



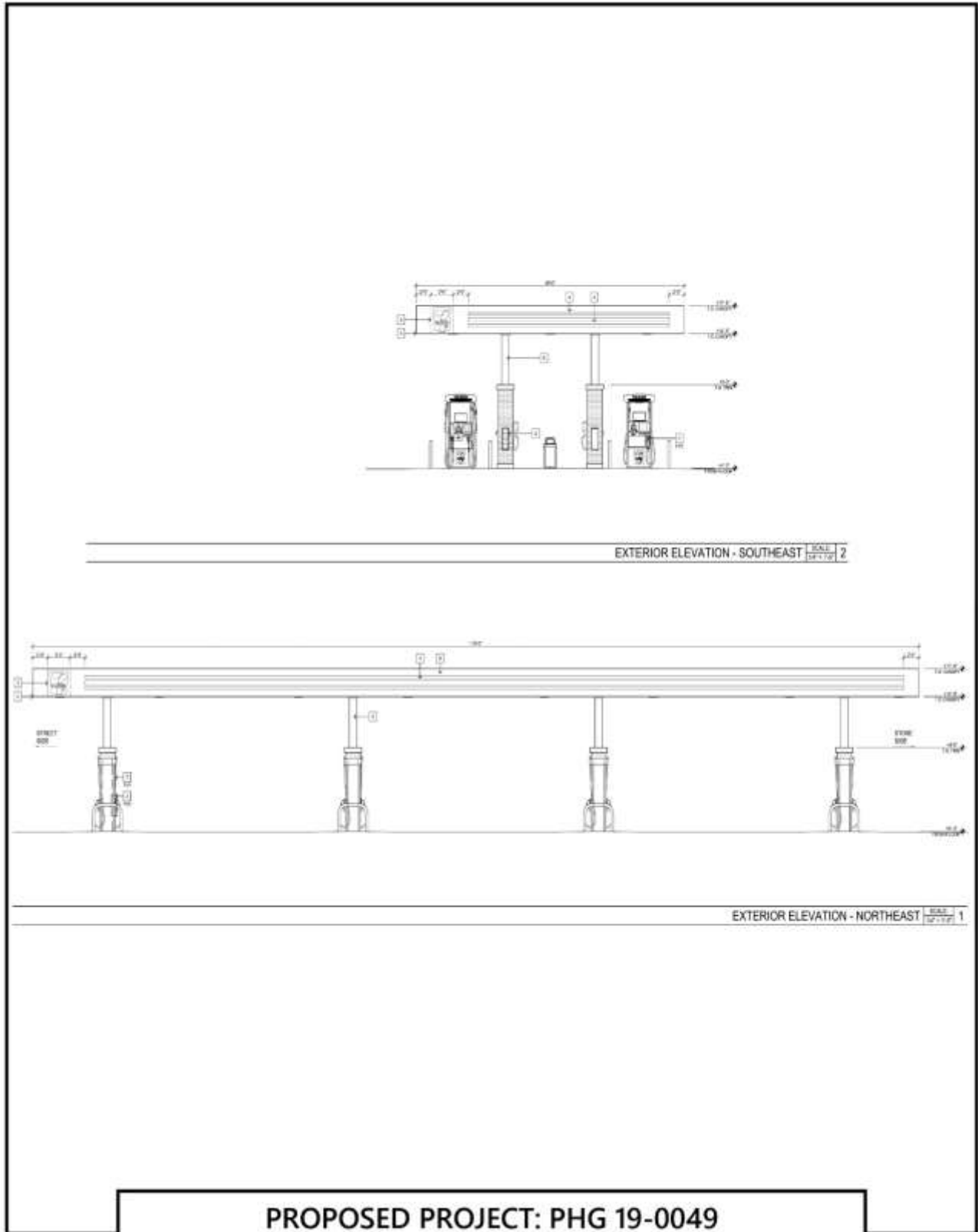
EXTERIOR ELEVATION - SOUTHEAST SCALE 1/8" = 1'-0" 1

MATERIAL SAMPLES		FINISHES		MATERIAL SAMPLES	
		1. 1/2" EXTERIOR CEMENT PLASTER OVER 3/4" GYP. DIAMOND MESH OVER "TYVEK" COMMERCIAL WRAP OVER THE BUILDING PAPER. MANUFACTURER LA HABRA STUCCO A LIGHT DAM. MACHINE APPLY.	2. STOREFRONT ALUMINUM FINISH: ANODIZED ALUMINUM M.F.: ANODIZED	6. DARK BRONZE 440 HAMMER	7. COASTAL BROWN CORONADO STONE
		3. STONE VENEER FINISH: GRAY STONE M.F.: CORONADO STONE	3. 1/2" METAL ROOF SYSTEM FINISH: STANDING SEAM - POWDERCOAT TO MATCH QUARTERAWN OAK SMOKE M.F.: BRONZE STEEL OR EMERALD	8. DECORATIVE METAL WALL TRILLES FINISH: POWDERCOAT TO MATCH SMOKE M.F.: T.S.D.	8. DECORATIVE WOOD FINISH FINISH: POWDERCOAT TO MATCH SMOKE M.F.: T.S.D.
		4. 1/2" BRASS TRACERWORK FINISH: 1/2" EXTERIOR STUCCO - SMOOTH FINISH M.F.:	4. DECORATIVE METAL WALL TRILLES FINISH: POWDERCOAT TO MATCH SMOKE M.F.: T.S.D.		
		5. METAL ROOF SYSTEM FINISH: STANDING SEAM - POWDERCOAT TO MATCH QUARTERAWN OAK SMOKE M.F.: BRONZE STEEL OR EMERALD			
					

**PROPOSED PROJECT: PHG 19-0049  
EXTERIOR**



**PROPOSED PROJECT: PHG 19-0049  
EXTERIOR CONT.**



**PROPOSED PROJECT: PHG 19-0049  
EXTERIOR CANOPY ELEVATION**

**ENCLOSURE SECTION** SCALE: 1/8" = 1'-0" 7

**ENCLOSURE ELEVATION** SCALE: 1/8" = 1'-0" 2

**ENCLOSURE ELEVATION** SCALE: 1/8" = 1'-0" 6

**ENCLOSURE PLAN** SCALE: 1/8" = 1'-0" 1

**ENCLOSURE ROOF PLAN** SCALE: 1/8" = 1'-0" 5

**MATERIAL SAMPLES**

GASA BLANCA - SW 101 SHERWIN WILLIAMS	MEXICAN SAND - SW 1019 SHERWIN WILLIAMS
ANODIZED DARK BRONZE KAYTON	KAYTON PG 480C BALLARD GREEN, TVI

**FINISHES**

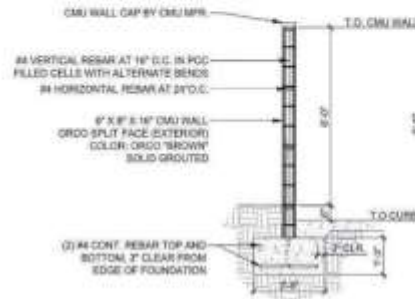
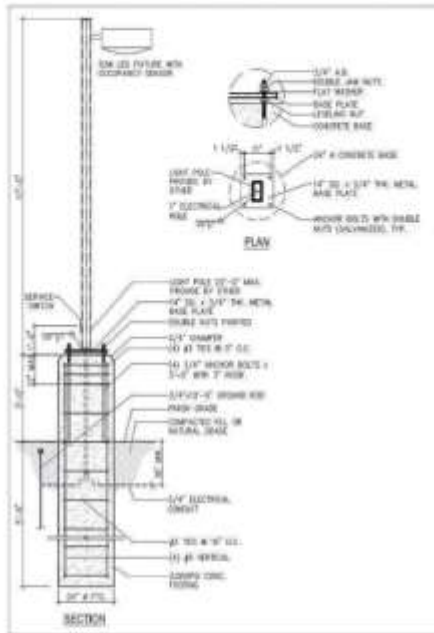
- 1" EXTERIOR CEMENT PLASTER OVER 5/8" X 5/8" X 1/4" GYPSUM BOARD. FINISH: DRAFTY RESISTANT CONTROL JAP. STAINLESS BRUSH OVER TYPICAL COMMERCIAL WRAP OVER 1/4" BUILDING PAPER.
- 4" X 4" STEEL COLUMN TRUSSES. FINISH: DARK BRONZE ANODIZED. SW: T.B.D.
- 11 GA. FINISH METAL GATES. FINISH: DARK BRONZE ANODIZED. SW: T.B.D.
- METAL FLASHING (GAP). FINISH: SHERWIN WILLIAMS. SW: T.B.D.
- PARKING BOLLARD PLASTIC COVER. FINISH: BRUSH - PAINTSWE 70-4827. SW: T.B.D.
- CORRUGATED METAL PANEL. FINISH: MEXICAN SAND - SW1019. SW: T.B.D.

**MATERIAL SAMPLES**

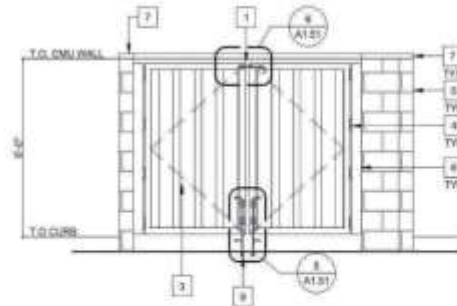
- 1 GASA BLANCA - SW 101  
SHERWIN WILLIAMS
- 2 MEXICAN SAND - SW 1019  
SHERWIN WILLIAMS
- 3 DARK BRONZE #12  
KAYTON

**PROPOSED PROJECT: PHG 19-0049  
ENCLOSURE**





**HEALY TANK ENCLOSURE** SCALE: 3/8" = 1'-0" 4

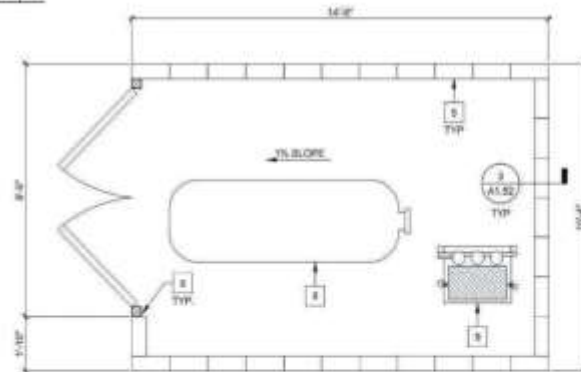


**ENCLOSURE SECTION** SCALE: 3/8" = 1'-0" 2

**STORE OPERATES 24HR /7-DAYS**

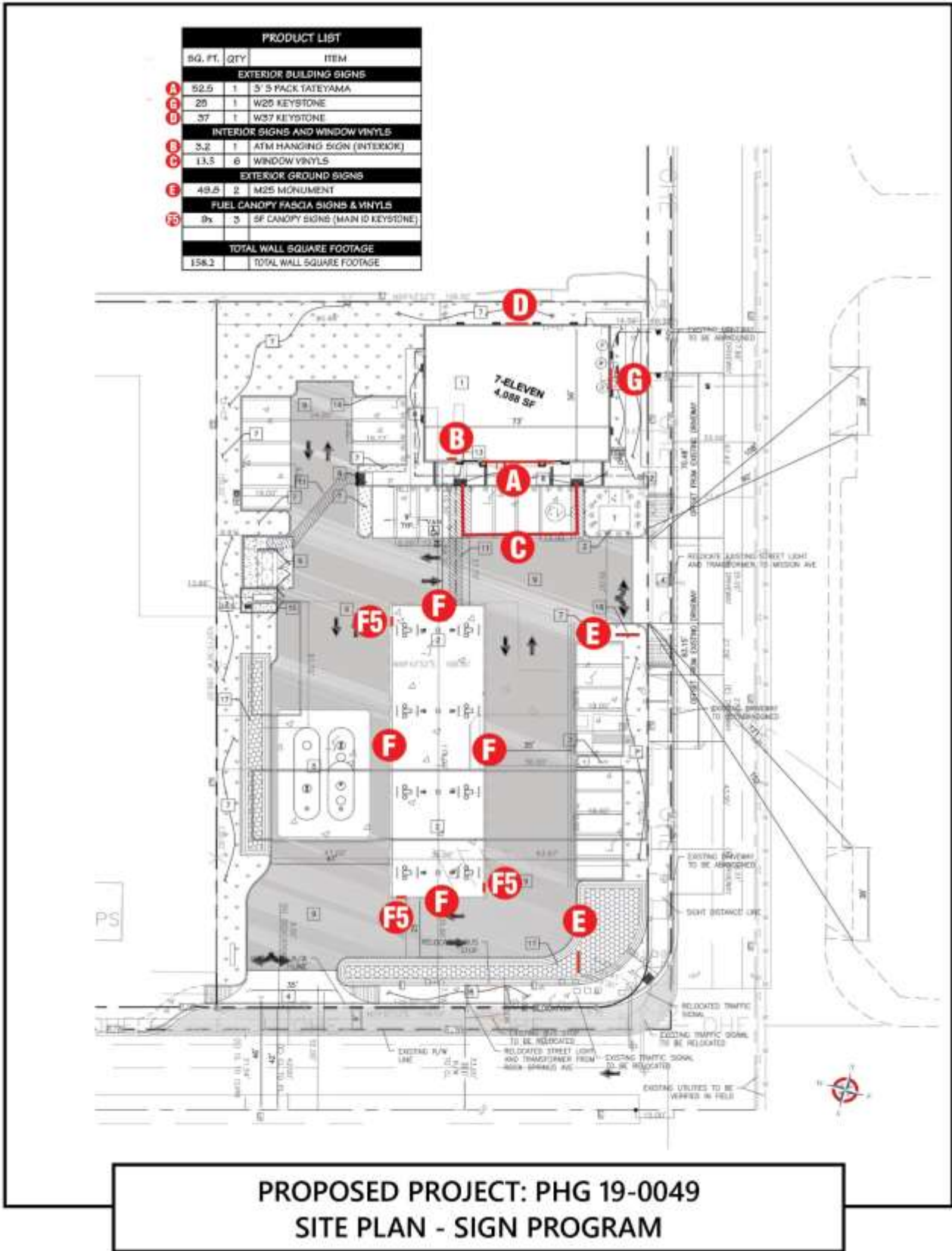
THE POLE MOUNTED FIXTURES ARE MOUNTED ON A 17" HIGH CONCRETE BASE WITH INTERNAL HOUSESIDE SHIELD PLUS EXTERNAL SHIELD.

**LIGHT POLE DETAIL** SCALE: 3/32" = 1' 5

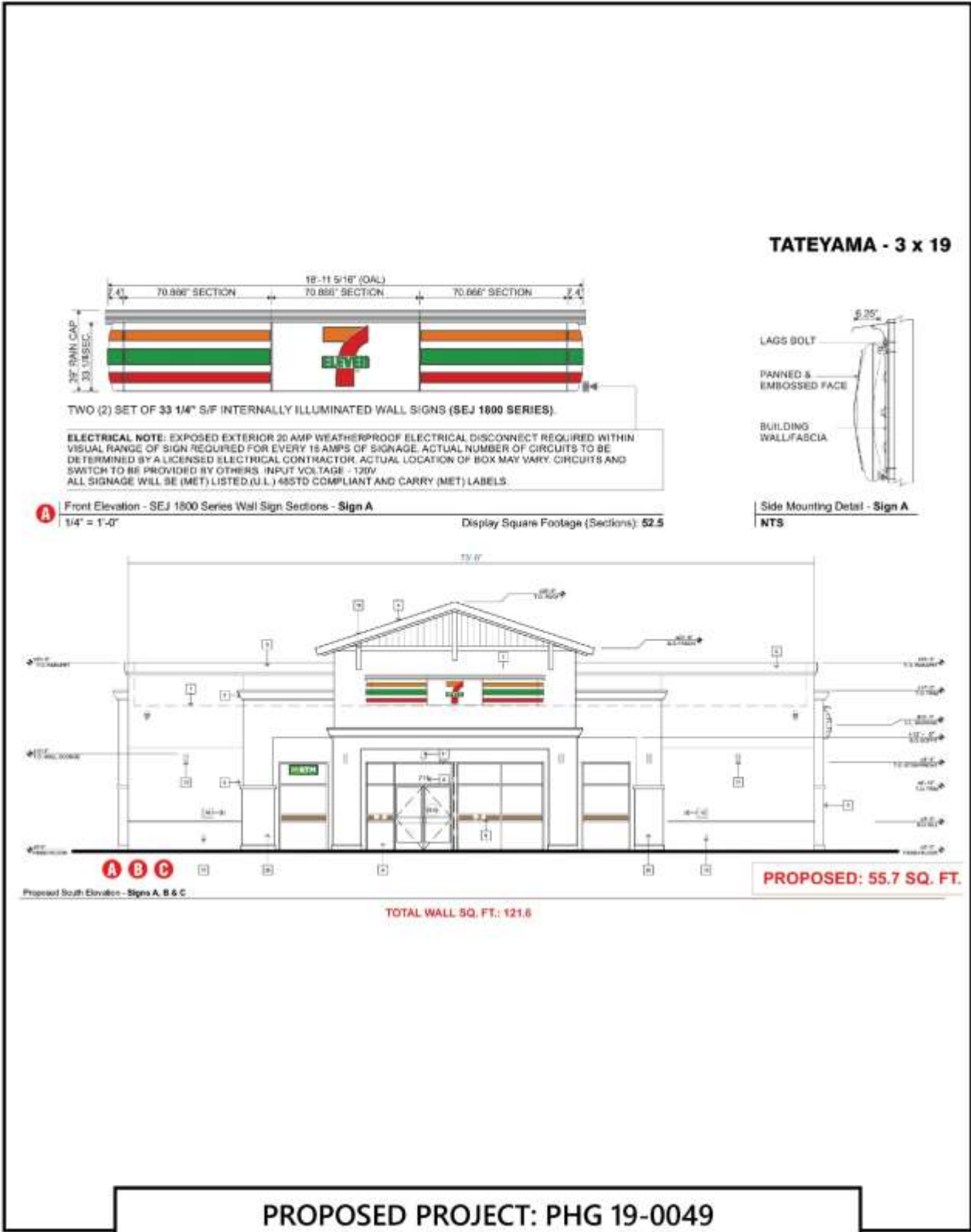


**ENCLOSURE ELEVATION** SCALE: 3/8" = 1'-0" 1

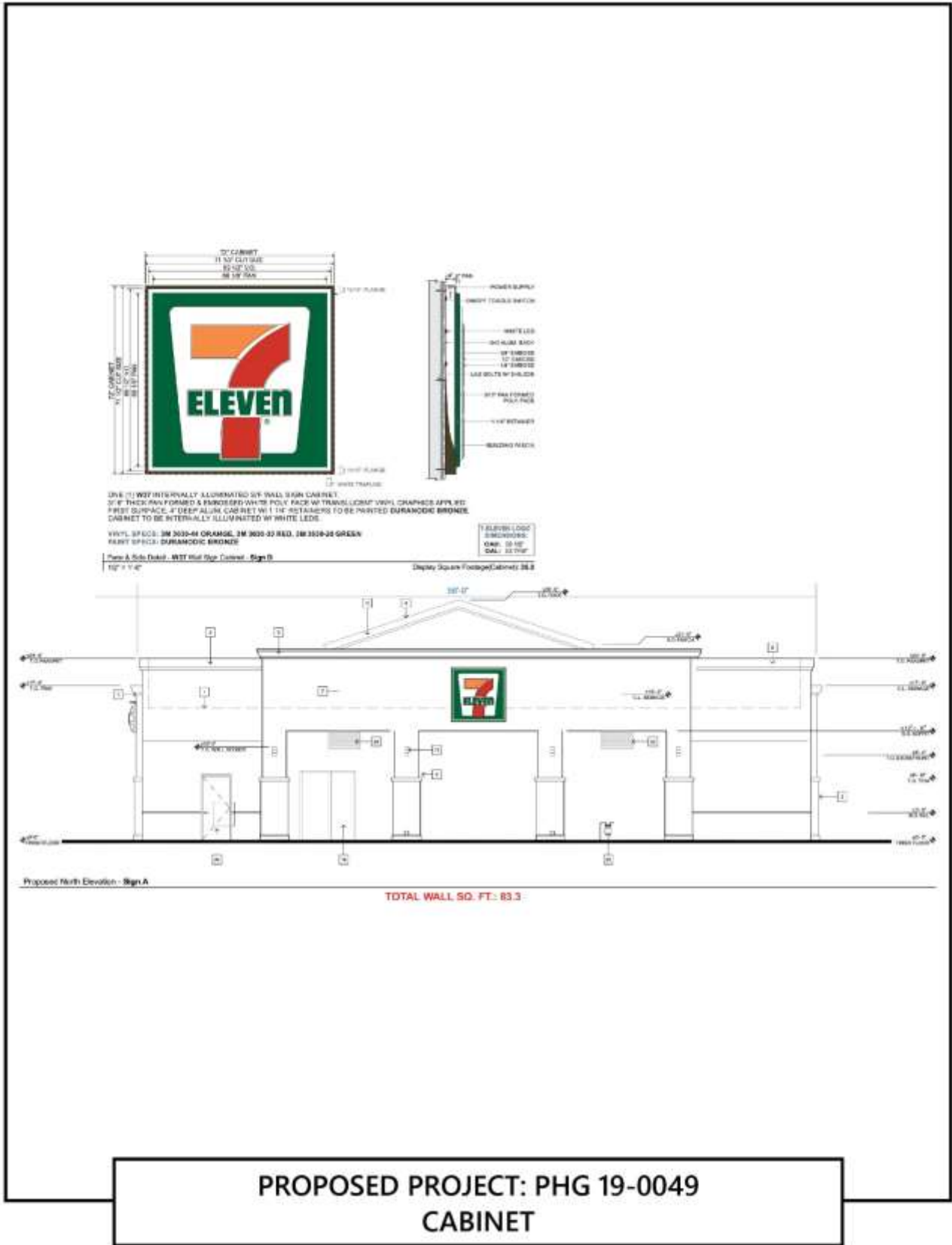
**PROPOSED PROJECT: PHG 19-0049  
ENCLOSURE TANK**



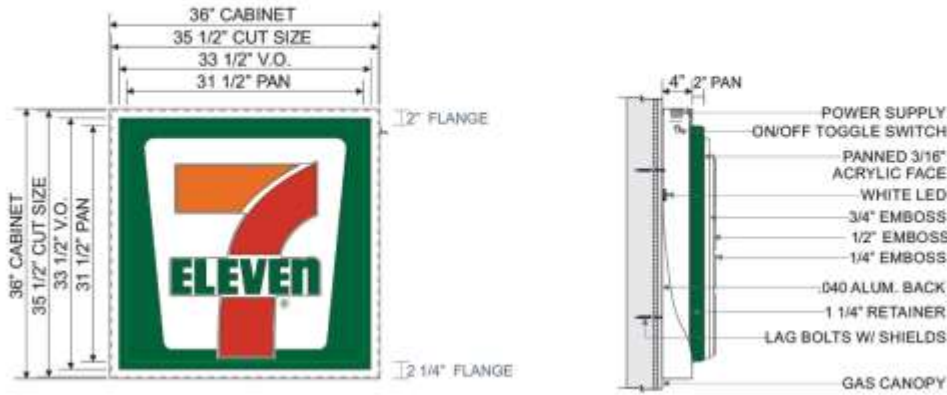




**PROPOSED PROJECT: PHG 19-0049  
WALL SIGNAGE - ELEVATION**







THREE (3) W9 S/F INTERNALLY ILLUMINATED CANOPY SIGN CABINET.  
 3/16" THICK PAN FORMED & EMBOSSED WHITE ACRYLIC FACE W/ TRANSLUCENT VINYL GRAPHICS  
 APPLIED FIRST SURFACE. 4" DEEP EXTRUDED ALUM. CABINET W/ 1 1/4" RETAINERS TO BE  
 PAINTED WHITE. CABINET TO BE INTERNALLY ILLUMINATED W/ WHITE LEDS.

VINYL SPECS: 3M 3630-44 ORANGE, 3M 3630-33 RED, 3M 3630-26 GREEN  
 PAINT SPECS: PMS WHITE

7-ELEVEN LOGO  
 DIMENSIONS:  
 OAH: 29 1/2"  
 OAL: 27"

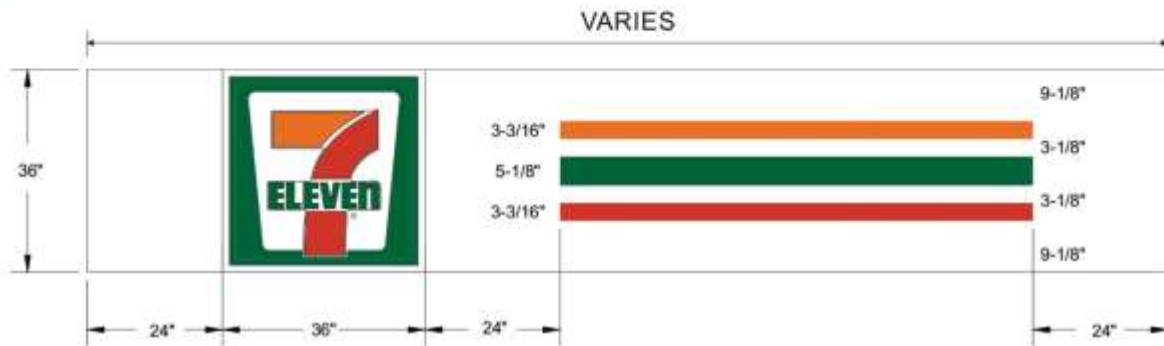
**NOTE:** SIGN TO BE INSTALLED 2'-0" FROM LEFT EDGE OF GAS CANOPY.  
**NOTE:** ACCOMPANYING TRI-STRIPE GRAPHICS TO BEGIN 2'-0" FROM CABINET.  
**NOTE:** TRI-STRIPE GRAPHICS TO BE SUPPLIED BY 7-ELEVEN CANOPY CONTRACTOR.

F5

Face & Side Detail - W9 Canopy Sign Cabinet - Sign F

NTS

Display Square Footage(Cabinet): 9.0

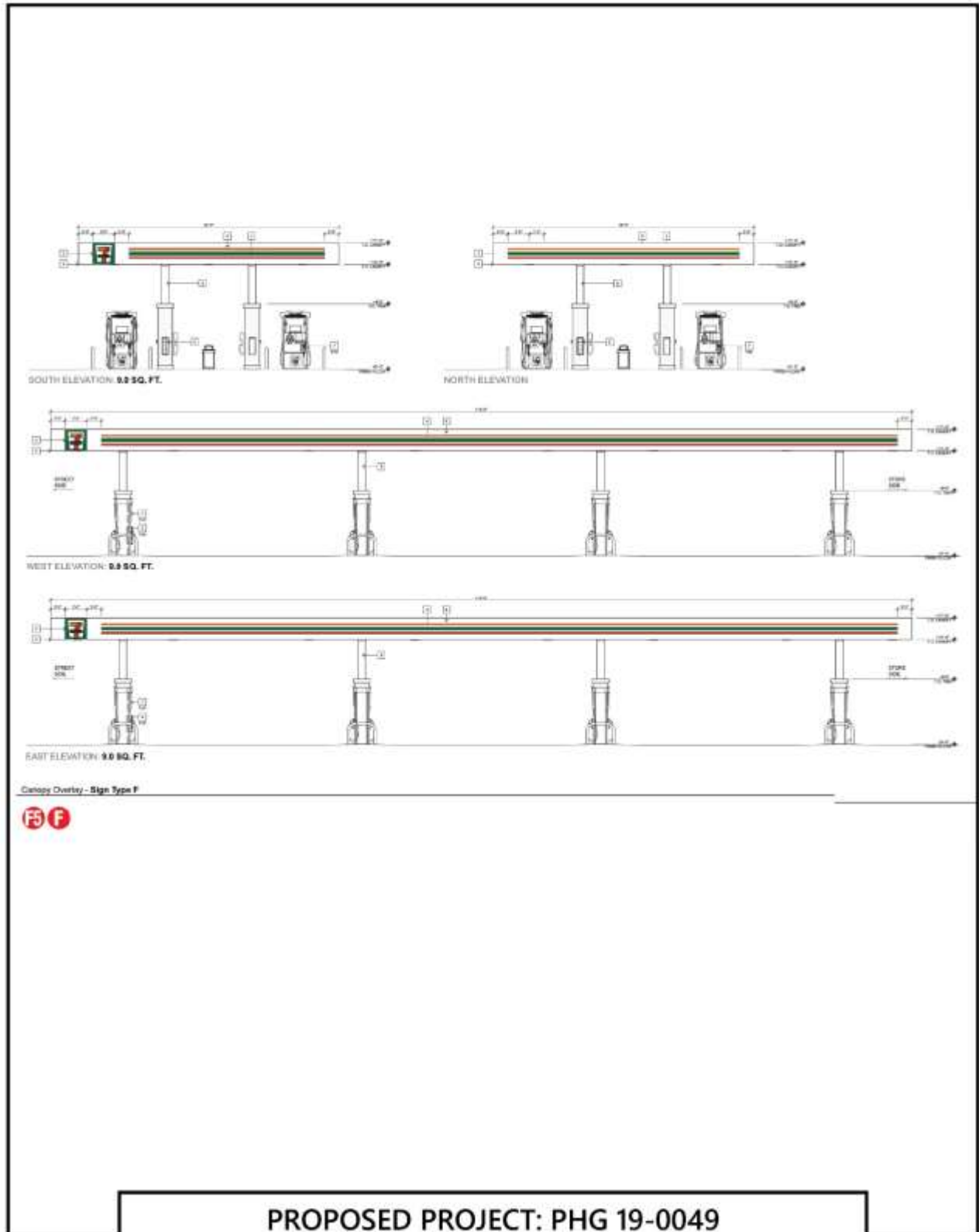


F5

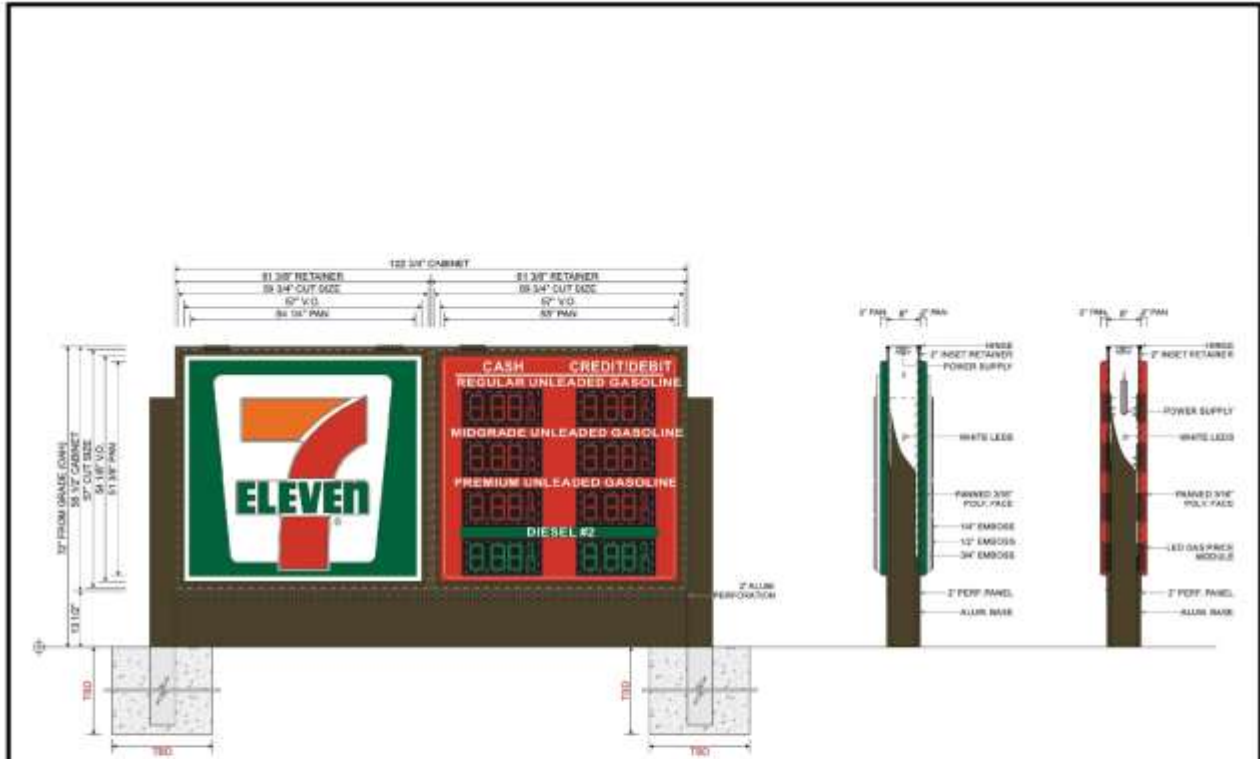
Front Elevation - 36" Canopy Height - Sign And Graphics Layout - Sign F

NTS

PROPOSED PROJECT: PHG 19-0049  
 CANOPY CABINET AND VINYL



**PROPOSED PROJECT: PHG 19-0049  
CANOPY CABINET AND VINYL - ELEVATIONS**



TWO (2) CUSTOM 01F INTERNALLY ILLUMINATED MAIN ID GAS PRICE MONUMENT SIGN.

**MAIN ID (MDS) FACES W/ RETAINERS:** 3/16" THICK PAN FORMED & EMBOSSED WHITE POLY. FACES W/ TRANSLUCENT VINYL GRAPHICS APPLIED FIRST SURFACE. 2" INSET RETAINERS TO BE HINGED ON BOTH SIDES OF CABINET.

**GAS PRICE (L25G8D-CA) FACES W/ RETAINERS:** 3/16" THICK PAN FORMED CLEAR POLY. FACES BACK SPRAYED PMS 485 RED THEN PMS WHITE W/ 3M 3630-26 GREEN TRANSLUCENT VINYL & 3M 7725-12 BLACK VINYL TRIM AROUND LED WINDOW APPLIED SECOND SURFACE. 2" INSET RETAINERS TO BE HINGED ON BOTH SIDES OF CABINET.

8" DEEP EXTRUDED ALUM. CABINET W/ 2" INSET HINGED RETAINERS TO BE PAINTED DURANODIC BRONZE. CABINET TO BE INTERNALLY ILLUMINATED W/ WHITE LEDS.

PROVIDE CUSTOMER W/ PRICE VISION 6" DIGIT RED & GREEN LED MODULES.  
PROVIDE CUSTOMER ALUM. SIGN & FRAME BASE, PAINTED DURANODIC BRONZE.

7-ELEVEN VINYL SPECS: 3M 3630-44 ORANGE, 3M 3630-33 RED, 3M 3630-26 GREEN, 3M 7725-12 BLACK  
7-ELEVEN PAINT SPECS: PMS 485 RED & PMS WHITE

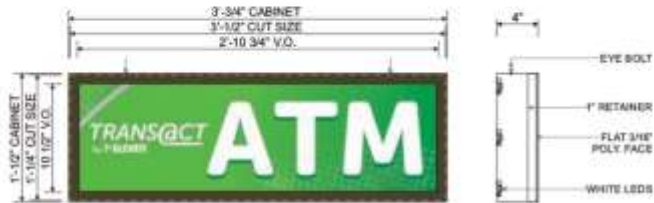
NOTE: VERTICAL STEEL SUPPORT & FOOTING TO BE SPECIFIED BY ENGINEERING & PROVIDED BY INSTALLER  
NOTE: MONUMENT SIGN CABINET TO HAVE AT LEAST 1" OF SPACE BELOW CABINET FOR VENTILATION.  
NOTE: CUSTOMER TO CONFIRM FUEL GRADES PRIOR TO PRODUCTION

7-ELEVEN LOGO DIMENSIONS: OAH: 47" OAL: 42 1/2"	6" GAS PRICE VISION LED UNITS: LED UNIT SIZE: 5 1/8" X 18.00" LED CHARACTER SIZE: 0.43"
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**E** Face & Site Detail - M25 & L25G8D-CA Monument Sign - Sign E  
NTS

Display Square Footage (Cabinet): 49.8

**PROPOSED PROJECT: PHG 19-0049  
MONUMENT**

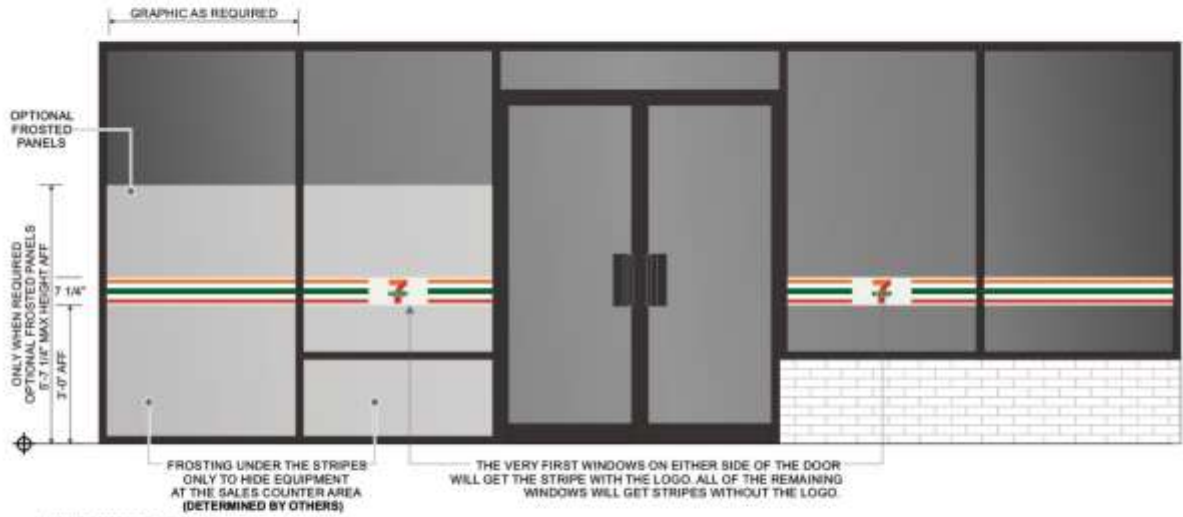


ONE (1) **INTERIOR ATM INTERNALLY ILLUMINATED S/F WINDOW SIGN**. 3/16" THICK FLAT WHITE POLYCARBONATE FACE W/ DIGITALLY PRINTED IMAGE VINYL TO BE APPLIED FIRST SURFACE. CABINET TO BE INTERNALLY ILLUMINATED W/ GE WHITE LEDS. 4 DEEP ALUM. CABINET & 1" RETAINERS ALL PAINTED **313E DURANODIC BRONZE**. SIGN TO HANG INSIDE THE STORE BEHIND GLASS AS INDICATED IN PHOTO OVERLAY WITH EYE BOLTS.

VINYL SPECS: **DIGITALLY PRINTED IMAGE VINYL**  
 PAINT SPECS: **313E DURANODIC BRONZE**

**NOTE: ATM SIGN TO BE FABRICATED & INSTALLED BY OTHERS**

**B** Front Elevation & Side Mounting Detail - ATM S/F Window Sign - Sign B  
 NTS Display Square Footage (Cabinet): 3.2



**WINDOW VINYL GRAPHICS:**  
 VINYL GRAPHICS TO BE APPLIED SECOND SURFACE ONTO DESIGNATED STORE WINDOWS.  
**NOTE:** WINDOW GRAPHICS KITS TO BE PROVIDED AND INSTALLED BY OTHERS. NOT PART OF HARBINGERS SCOPE OF WORK.  
**NOTE:** FOR FULL INSTALLATION INSTRUCTIONS, REFER TO 7-ELEVEN SIGNAGE MANUAL.

**C** Front Elevation - Typical Window Vinyl Graphics - Sign C

**PROPOSED PROJECT: PHG 19-0049  
 WINDOW SIGNAGE**



**From:** [MunicodeEmails](#)  
**To:** [Annie Ward](#); [Dare DeLano](#); [Veronica Morones](#)  
**Subject:** FW: Form submission from: Public Comment  
**Date:** Friday, November 1, 2024 10:56:17 AM

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**From:** Escondido Meetings Portal via Municode Portal <no-reply-portal@municodeweb.com>  
**Sent:** Friday, November 1, 2024 10:56:06 AM (UTC-08:00) Pacific Time (US & Canada)  
**To:** MunicodeEmails <MunicodeEmails@escondido.gov>  
**Subject:** Form submission from: Public Comment

Submitted on Friday, November 1, 2024 - 10:56am

Submitted by user: Visitor

Submitted values are:

Board or Commission for Public Comment Planning Commission  
Email [mr.jmmartinez@gmail.com](mailto:mr.jmmartinez@gmail.com)  
Council Meeting Date 11/12/2024  
Item # PL24-0183  
Subject Conditional Use Permit Modification  
Position In Opposition  
First and Last Name Juan Martinez  
Are you an Escondido Resident? Yes  
Comments  
Good morning,

The developer is requesting a modification to remove a previously agreed upon condition. The developer would like to not install a traffic signal at the intersection of Lincoln Ave and Rock Springs. This intersection has needed a traffic signal for many years. I have seen many accidents and close accidents there. My father was involved in an accident and I have been involved in a few near misses. I do not support the removal of the condition. We need a traffic signal there. If not now, when? Will the city install one?



## RESOLUTION NO. 2024-183

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, DENYING THE APPLICANT'S PROPOSAL FOR A MODIFICATION TO A CONDITIONAL USE PERMIT AND ADOPTION OF AN ADDENDUM AND APPROVAL OF ALTERNATIVE OPTION

WHEREAS, Ilan Golcheh ("Applicant"), filed a land use development application, Planning Case No. PL24-0183 ("Application") constituting a request to modify a previously approved Conditional Use Permit (PHG19-0049) ("Approved Project"). The modification proposes removal of the Engineering Division's Condition of Approval No. 5 of Resolution No. 2021-05 and Mitigation Measure Condition of Approval TRA-1 of Resolution No. 2021-05 both requiring the construction of a traffic signal at the Rock Springs Road and W. Lincoln Avenue intersection ("Project"). The project site is located on a 1.14-acre site (APNs 228-220-13-00 and 228-220-43-00), within the General Plan Land Use designation of General Commercial ("GC"), and a zoning designation of General Commercial ("CG"); and

WHEREAS, City staff identified an alternative to the Applicant's request to modify the Conditional Use Permit entailing removal of Engineering Condition of Approval Nos. 2, 3, 6, and 15, and Fee Condition of Approval No. 2, all of Approved Project Resolution No. 2021-05; and

WHEREAS, the Applicant submitted an Addendum to the previously adopted Mitigated Negative Declaration to clarify the environmental record related to mitigation measures associated with the Approved Project's Traffic Impacts; and

WHEREAS, the Application was submitted to, and processed by, the Planning Division of the Development Services 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 (Government Code section 65920 et seq.) and the California Environmental Quality Act (Public Resources Code section 21000 et seq.) ("CEQA"); 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 Application was submitted to, and processed by, the Planning Division of the Development Services 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 (Government Code section 65920 et seq.) and the California Environmental Quality Act (Public Resources Code section 21000 et seq.) ("CEQA"); and

WHEREAS, on December 8, 2020, the Planning Commission adopted Resolution No. 2020-19 recommending that the City Council approve a General Plan Amendment, Zone Map Amendment, and Conditional Use Permit for construction of a 4,284 square-foot gas station with the concurrent sale of alcoholic beverages; and

WHEREAS, on January 13, 2021, the City Council adopted Resolutions Nos. 2021-04 and 2021-05, and Ordinance No. 2021-01, approving the General Plan Amendment, Zone Map Amendment, and Conditional Use Permits for the Approved Project; and

WHEREAS, the City Council action adopted a Mitigated Negative Declaration (MND), and associated Mitigation Monitoring and Reporting Program (MMRP); and

WHEREAS, pursuant to Condition of Approval (Conformance to Approved Plans) of Resolution No. 2021-05, modifications to the Approved Project may require submittal of an amendment to the Permit and approval by the authorized agency; and

WHEREAS, pursuant to CEQA and the 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, in accordance with Section 15164 (Addendum to an EIR or Negative Declaration) an Addendum was prepared for the Project and is incorporated fully herein as Exhibit "C" to clarify the removal of mitigation measures related to traffic impacts; and

WHEREAS, a revised Mitigation Monitoring and Reporting Program (MMRP) was prepared and incorporated fully herein as Exhibit "D"; and

WHEREAS, on November 12, 2024, the Planning Commission held a duly noticed public hearing and voted 5-0 to adopt Resolution No. 2024-21 recommending that the City Council deny the Applicant's Project and adopt the Addendum to the Mitigate Negative Declaration and an alternative option referred to as Alternative Option (Recommended Alternative); and

WHEREAS, the Planning Division studied the Application, performed necessary investigations, prepared a written report, and recommended denial of the Project and instead recommended approval of Alternative Option (Recommended Alternative) as conditioned and detailed in Exhibit "E," 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; and

WHEREAS, as discussed in the City Council staff report dated December 4, 2024, and the Planning Commission staff report dated November 12, 2024, the Project is inconsistent with the City's 2012 General Plan; and

WHEREAS, as discussed in the City Council staff report dated December 4, 2024, the Planning Commission staff report dated November 12, 2024, and Exhibit "B" of this resolution, the Alternative Option (Recommended Alternative) is consistent with the City's 2012 General Plan; and

WHEREAS, on December 4, 2024 the City Council held a duly noticed public hearing as prescribed by law, at which time the City Council 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 regarding the Project. Evidence was submitted to and considered by the City Council, 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 City Council staff report, dated December 04, 2024, with its attachments as well as City staff's and the Planning Commission'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, the public hearing before the City Council was conducted in all respects as required by the Escondido Municipal Code and the rules of the City Council; and

WHEREAS, 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 up on which the City Council's decision is based, which documents and material shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

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 in its independent judgement has reviewed an Addendum to the adopted Mitigated Negative Declaration prepared in compliance with all the requirements contained in

the California Environmental Quality Act (CEQA) Guidelines and Article 47 (Environmental Quality), the staff report dated December 4, 2024, and testimony given at the public hearing, and makes the environmental determinations including with Finding of Fact attached as Exhibit "B" hereto and incorporated by this reference. Further, none of the conditions described in Section 15162 calling for preparation of a subsequent negative declaration have occurred.

3. That the City Council in its independent judgement has determined that this action denying the Project and approving Alternative Option (Recommended Alternative) is reliant upon the adopted Mitigated Negative Declaration for the Approved Project.

4. The City Council, therefore, directs that a Notice of Determination be filed with the County Clerk of the County of San Diego in accordance with the CEQA Guidelines.

5. After consideration of all evidence presented, and studies and investigations made by the City Council and on its behalf, the City Council makes the following substantive findings and determinations, attached hereto as Exhibit "B," relating to the information that has been considered. In accordance with the Findings of Fact and the foregoing, the City Council reached a decision on the matter as hereinafter set forth. The City Council expressly declares that it would not have made this decision except upon and subject to each and all of said conditions, each and all of which shall run with the land and be binding upon the Applicant, the owner, and all subsequent owners of the Property, and all persons who use the Property for the uses permitted hereby.

6. The development plans for the Approved Project are on file in the Planning Division of the Development Services Department and are available for inspection by anyone interested herein, and the development plans are incorporated herein by this reference as if they were fully set forth herein. The Project is hereby denied and the Alternative Option (Recommended Alternative) is approved as set forth

within the Staff Report dated December 4, 2024 and exhibits attached thereto and hereto which are incorporated by this reference. Any deviations from the approved development 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 Approved Project is subject to dedications, reservations, and exactions, as specified in the Conditions of Approval. The Approved Project is subject to certain fees described in the City of Escondido's Development Fee Inventory on file in the Development Services 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.gov](http://www.escondido.gov), and regularly monitor and/or review fee-related information to plan for the costs associated with undertaking the Project.

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 Government Code section 66020.

## Exhibit "A"

### Legal Description

#### Project No(s): PL24-0183

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

PARCEL 1: APN: [228-220-43](#)

THAT PORTION OF THE SOUTHERLY HALF OF LOT 2 IN BLOCK 158 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO [MAP THERE OF NO. 724](#), MADE BY J. M. GRAHAM, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SANDIEGO COUNTY, AUGUST 13, 1892, LYING SOUTHERLY OF A LINE DRAWN FROM A POINT ON THE EASTERLY LINE OF SAID LOT 2, DISTANT 330 FEET FROM THE MOST NORTHERLY CORNER THEREOF, TO A POINT ON THE WESTERLY LINE OF SAID LOT 2, DISTANT 330.25 FEET SOUTHERLY FROM THE MOST WESTERLY CORNER THEREOF AND LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THE SOUTHWESTERLY 449.5 FEET - MEASURED BETWEEN PARALLEL LINES - OF SAID LOT 2. EXCEPTING THEREFROM THE NORTHWESTERLY 150 FEET THEREOF. ALSO EXCEPTING THERE FROM THE SOUTHEASTERLY 9 FEET THEREOF. ALSO EXCEPTING THEREFROM THE NORTHEASTERLY 9 FEET THEREO. ALSO EXCEPTING THERE FROM THE INTEREST CONVEYED TO THE CITY OF ESCONDIDO IN DEED RECORDED MARCH 25, 1974, AS FILE NO. [74-073291](#) OF OFFICIAL RECORDS, IN AND TO THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 2, BEING ALSO A POINT IN THE CENTER LINE OF THAT CERTAIN 66 FOOT STREET KNOWN AS ROCK SPRINGS ROAD; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2 SOUTH 69° 45' 10" WEST 33.00 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE NORTH 20° 14' 20" WEST PARALLEL WITH THE CENTER LINE OF SAID ROCK SPRINGS ROAD 9.00 FEET TO THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 9.00 FEET OF SAID LOT 2 AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID PARALLEL LINE NORTH 20° 14' 20" WEST 137.80 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO ESCONDIDO IMPORTS, INC., A CALIFORNIA CORPORATION, BY DEED RECORDED [MAY 17, 1971, AS FILE NO. 101247](#); THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID ESCONDIDO IMPORTS, INC. LAND SOUTH 69° 44' 40" WEST 9.00 FEET; THENCE SOUTH 20° 14' 20" EAST PARALLEL WITH THE CENTER LINE OF SAID ROCK SPRINGS ROAD 117.81 FEET TO THE BEGINNING OF A TANGENT 20 FOOT RADIUS CURVE, CONCAVE WESTERLY, THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 59' 39" A DISTANCE OF 31.41 FEET TO A POINT OF TANGENCY WITH THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 9.00 FEET OF SAID LOT 2; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 69° 45' 10" EAST 28.99 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2: APN: [228-220-13](#)

THE NORTHWESTERLY 150.00 FEET OF THAT PORTION OF THE SOUTHERLY HALF OF LOT 2 IN BLOCK 158 OF THE RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO [MAP THEREOF NO. 724](#), MADE BY J. M. GRAHAM, AND FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892, LYING SOUTHERLY OF A LINE DRAWN. FROM A POINT ON THE EASTERLY LINE OF SAID LOT 2, DISTANT 330.00 FEET FROM THE MOST NORTHERLY CORNER THEREOF,

TO A POINT ON THE WESTERLY LINE OF SAID LOT 2, DISTANT 330.25 FEET FROM THE MOST WESTERLY CORNER THEREOF. EXCEPTING THERE FROM THE SOUTHWESTERLY 449.50 FEET BETWEEN PARALLEL LINES. ALSO EXCEPTING THEREFROM THE NORTHEASTERLY 9.00 FEET THEREOF.



## EXHIBIT "B"

### PROJECT CASE NO. PL24-0183

#### FACTORS TO BE CONSIDERED / FINDINGS OF FACT

##### Environmental Determinations:

1. Pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et. seq.) ("CEQA"), and its implementing regulations (14 C.C.R. § 15000 et seq.) ("CEQA Guidelines"), the City of Escondido ("City") is the Lead Agency for the project. The project entails the reevaluation of the CEQA metrics used in the original project's adopted MND (ENV19-0006) ("Project"), as the public agency with the principal responsibility for approving the Project.
2. In order to evaluate the General Plan Amendment, Zone Map Amendment, and Conditional Use Permit ("Original Project") under the California Environmental Quality Act (CEQA), a Mitigated Negative Declaration (MND) (ENV 19-0006) was prepared and adopted by the Escondido City Council in January 2021.
3. CEQA Guidelines 15164 requires lead agencies to prepare an Addendum to a previously certified environmental document if some changes or additions to the project are necessary, but none of the conditions described in CEQA Section 15162 requiring preparation of a subsequent environmental document are present. The City Council has reviewed and considered the adopted MND and the attached Project Addendum, and finds that these documents taken together contain a complete and accurate reporting of all of the environmental impacts associated with the revised Original Project, described herein. The City Council further finds that the Addendum and administrative record have been completed in compliance with CEQA, and that the adopted MND, and this Project Addendum, reflect the City's independent judgement.
4. Based on the substantial evidence set forth in the record, including but not limited to the 2021 adopted MND, and the attached Project Addendum, the City Council finds that, based on whole record before them, none of the conditions under CEQA Guidelines Section 15162 – 15163, requiring subsequent environmental review, have occurred because the revised project:
  - a. Will **not** result in substantial changes that would require major revisions of the 2021 MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
  - b. Will **not** result in substantial changes with respect to the circumstances under which the Project is developed that would require major revisions of the 2021 MND due to

- the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects;
- c. Does **not** present new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the 2021 adopted MND was approved showing any of the following:
    - i. The Project will have one or more significant effects not discussed in the previous EIR or negative declaration;
    - ii. Significant effects previously examined will be substantially more severe than shown in the previous negative declaration;
    - iii. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
    - iv. Mitigation measures or alternative which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.
  5. Further, based on the substantial evidence set forth in the record, including but not limited to 2021 adopted MND, the Addendum prepared for the Project, and the Planning Commission staff report dated November 12, 2024, the City Council finds that the applicable mitigation measures identified in the 2021 MND would ensure that any potential impacts would be reduced to less than significant levels. No new mitigation measures are required to mitigate environmental impacts associated with the Project. Therefore, the Addendum supports the City's consideration of the Project, as outlined in CEQA Guidelines Section 15162 and 15164.
  6. Pursuant to CEQA Guidelines Section 15164, subdivision (c), the Addendum is not required to be circulated for public review, but can be attached to the original 2021 adopted MND.
  7. The recommended action also includes the adoption of the revised Mitigation Monitoring and Reporting Program (MMRP) attached hereto this Resolution.
  8. Pursuant to Public Resources Code Section 21081.6(a)(2) and CEQA Guidelines section 15091(e), all documents and other materials which constitute the record of proceedings are located at the City of Escondido, City Hall. 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.

**Conditional Use Permits (Section 33-1203 of Article 61 of the Escondido Zoning Code)**

With respect to Planning Case No. PL24-0183, the City Council make the following findings:

- 1. A conditional use permit should be granted upon sound principles of land use and in response to services required by the community.*

Project/Applicant's Request: The modification request to remove the requirement to signalize the Lincoln Avenue and Rock Springs Road intersection does not meet sound principles of land use and is not in response to services required by the community in that removal of the Engineering Condition of Approval No. 5 of Resolution No. 2021-05 is in conflict with a General Plan Quality of Life Standard 1: Traffic and Transportation -which states, "Where existing street or intersection capacities are below level of service "C" . . . improvements shall be required or planned to improve the service level to "C" where ever feasible based upon impacts of future development."

The Traffic Impact Analysis for the approved project conducted a Level of Service (LOS) analysis of the intersection at West Lincoln Avenue and Rock Springs Road. That intersection was found to operate at an LOS "F". Thresholds in the General Plan based on LOS require an applicant be responsible for improving the functioning of the intersection to a LOS of "C" when such impacts are a result of their development proposal. The construction of the traffic signal as reflected in the original condition of approval would ensure compliance with the City's 2012 General Plan.

Alternative Option 1 (Recommended Alternative): The modification to the existing Conditional Use Permit to remove the condition of approval associated with the requirement to signalize the intersection of West Lincoln Avenue and Rock Springs Road is retained in staff recommendation (Alternative Option 1 [Recommended Alternative]) because removal of this requirement in full is in conflict with a General Plan Quality of Life Standard 1: Traffic and Transportation which states, "Where existing street or intersection capacities are below level of service "C" . . . improvements shall be required or planned to improve the service level to "C" where ever feasible based upon impacts of future development."

The Recommended Alternative is granted upon sound principles of land use and in response to services required by the community in that it would adjust the timeframe for frontage improvements at the Mission Avenue frontage of the Project site but not eliminate the ultimate future improvement altogether. Section 23-121 of Article 23-5 (Public Improvement Construction, Public Dedication and Mapped Streets) allows for the City Engineer to evaluate a request and determine whether public improvements and public dedication are necessary. Under the Recommended Alternative, the Applicant would still be required to dedicate their frontage as previously identified under the Conditional Use Permit (PHG19-0049) allowing for the waived frontage improvements to be made at a future time.

- 2. A conditional use permit should not be granted if it will cause deterioration of bordering land uses or create special problems for the area in which it is located.*

Project/Applicant's Request: The modification request to remove the requirement to signalize the Lincoln Avenue and Rock Springs Road would create special problems for the area in which it is located in that removal of the Engineering Condition of Approval No. 5 of Resolution No. 2021-05 is in conflict with a General Plan Quality of Life Standard 1: Traffic and Transportation -which states, "Where existing street or intersection capacities are below level of service "C" . . . improvements shall be required or planned to improve the service level to "C" where ever feasible based upon impacts of future development."

The Traffic Impact Analysis for the approved project conducted a Level of Service (LOS) analysis of the intersection at West Lincoln Avenue and Rock Springs Road. That intersection was found to operate at an LOS "F". Thresholds in the General Plan based on LOS require an applicant be responsible for improving the functioning of the intersection to a LOS of "C" when such impacts are a result of their development proposal. The construction of the traffic signal as reflected in the original condition of approval would ensure compliance with the City's 2012 General Plan.

Alternative Option 1 (Recommended Alternative): The modification to the existing Conditional Use Permit to remove the condition of approval associated with the requirement to signalize the intersection of West Lincoln Avenue and Rock Springs Road is retained in staff recommendation (Alternative Option 1 [Recommended Alternative]) because removal of this requirement in full is in conflict with a General Plan Quality of Life Standard 1: Traffic and Transportation which states, "Where existing street or intersection capacities are below level of service "C" . . . improvements shall be required or planned to improve the service level to "C" where ever feasible based upon impacts of future development."

The Recommended Alternative is granted upon sound principles of land use and in response to services required by the community in that it would adjust the timeframe for frontage improvements at the Mission Avenue frontage of the Project site but not eliminate the ultimate future improvement altogether. Section 23-121 of Article 23-5 (Public Improvement Construction, Public Dedication and Mapped Streets) allows for the City Engineer to evaluate a request and determine whether public improvements and public dedication are necessary. Under the Recommended Alternative, the Applicant would still be required to dedicate their frontage as previously identified under the Conditional Use Permit (PHG19-0049) allowing for the waived frontage improvements to be made at a future time.

- 3. A conditional use permit must be considered in relationship to its effect on the community or neighborhood plan for the area in which it is to be located.*

Project/Applicant's Request: The modification request to remove the requirement to signalize the Lincoln Avenue and Rock Springs Road intersection does not meet sound principles of land use

and is not in response to services required by the community in that removal of the Engineering Condition of Approval No. 5 of Resolution No. 2021-05 is in conflict with a General Plan Quality of Life Standard 1: Traffic and Transportation -which states, "Where existing street or intersection capacities are below level of service "C" . . . improvements shall be required or planned to improve the service level to "C" where ever feasible based upon impacts of future development."

The Traffic Impact Analysis for the approved project conducted a Level of Service (LOS) analysis of the intersection at West Lincoln Avenue and Rock Springs Road. That intersection was found to operate at an LOS "F". Thresholds in the General Plan based on LOS require an applicant be responsible for improving the functioning of the intersection to a LOS of "C" when such impacts are a result of their development proposal. The construction of the traffic signal as reflected in the original condition of approval would ensure compliance with the City's 2012 General Plan.

Alternative Option 1 (Recommended Alternative): The modification to the existing Conditional Use Permit to remove the condition of approval associated with the requirement to signalize the intersection of West Lincoln Avenue and Rock Springs Road is retained in staff recommendation (Alternative Option 1 [Recommended Alternative]) because removal of this requirement in full is in conflict with a General Plan Quality of Life Standard 1: Traffic and Transportation which states, "Where existing street or intersection capacities are below level of service "C" . . . improvements shall be required or planned to improve the service level to "C" where ever feasible based upon impacts of future development."

The Recommended Alternative is granted upon sound principles of land use and in response to services required by the community in that it would adjust the timeframe for frontage improvements at the Mission Avenue frontage of the Project site but not eliminate the ultimate future improvement altogether. Section 23-121 of Article 23-5 (Public Improvement Construction, Public Dedication and Mapped Streets) allows for the City Engineer to evaluate a request and determine whether public improvements and public dedication are necessary. Under the Recommended Alternative, the Applicant would still be required to dedicate their frontage as previously identified under the Conditional Use Permit (PHG19-0049) allowing for the waived frontage improvements to be made at a future time.

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**ADDENDUM**  
**to the**  
**FINAL MITIGATED NEGATIVE DECLARATION FOR 7-ELEVEN**  
**CONVENIENCE STORE AND SERVICE STATION**

**City File No. ENV19-0006**

**SCH#**

***Prepared for:***

City of Escondido Planning Division

201 North Broadway

Escondido, CA 92025-2798

760.839.4671

October 30, 2024





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## INTRODUCTION

This addendum to the final Mitigated Negative Declaration (MND) for the 7-Eleven Convenience Store and Service Station has been prepared in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15164. It updates the MND that was prepared for the City of Escondido (City) and adopted in December of 2020 as a result of a request to modify a previously approved Conditional Use Permit (PHG19-0049) as well as its associated Initial Study and adopted Mitigated Negative Declaration (ENV19-0006) to remove two mitigation measures based on a reevaluation of the criteria used in the analysis. The previously approved Conditional Use Permit (PHG19-0049) entitled the project site for development of a gasoline service station and convenience store with concurrent sale of alcoholic beverages (beer and wine). The City of Escondido is the Lead Agency for this project pursuant to the California Environmental Quality Act (CEQA) and its implementing regulations. The Lead Agency has the principal responsibility for approving and implementing a project that may have a significant effect on the environment.

### Project Description

The 1.14-acre site is located at the northwest corner of West Mission Avenue and Rock Springs Road. The site is addressed at 900 West Mission Avenue, Escondido, CA 92025 (Assessor's Parcel Numbers: 228-220-43-00; 228-220-13-00). The site was originally developed with an auto show room, but since 2019 when the existing structure was demolished, the site is vacant and covered in asphalt. The site is designated as Light Industrial (LI) since the adoption of the General Plan Update in 2012. Building and occupancy records indicate a structure was originally built in 1973, with a plot plan describing the building as an auto showroom and garage. The last building permit on file for the address is the demolition of the existing structure on site on September 14, 2023. The applicant (Applicant) has maintained the validity of the original entitlement (Resolution 2020-19) with the application and approval of the subsequent entitlement (Resolution 2021-05) and the aforementioned demolition permit issued in 2019.

The project (Project) proposes the reevaluation of the CEQA metrics used in the Project's adopted MND (ENV19-0006). As of July 1, 2020 the Level of Service (LOS) criteria was replaced by Vehicle Miles Traveled (VMT) as the only metric valid for CEQA analysis and the determination of Transportation and Traffic impacts mitigation measures and their nexus to mitigation measures when the city or county having primary jurisdiction over the area involved is (1) the site of the project; (2) the area which the major environmental effects will occur; and/or (3) the area in which those citizens reside most directly concerned by any such environmental effects.

Based on the findings of this Addendum, the Project would have less than significant impacts, or no changes or new information requiring the preparation of an MND or EIR for the following environmental categories:

- Transportation and Traffic

## PROJECT REVISION

The Project was evaluated in the 2020 Initial Study which identified the project as having a “potentially significant impact” related to transportation if not mitigated. The Traffic Impact Analysis conducted was based on LOS criteria and methods, and concluded that an off-site intersection ¼ mile north of the project sight would require the installation of a signal at the intersection of West Lincoln Avenue and Rock Spring Roads (TRA-1) as well as physical improvements to West Mission Avenue (TRA-2). The Applicant has requested that staff reevaluate the findings in the December 2020 International Engineering Group Traffic Impact Analysis (IEG TIA) and modify the findings in Section 13.7 of the adopted MND and the Mitigation Monitoring and Reporting Program (MMRP) to align with SB 743 requiring VMT to be the only metrics applied for Transportation and Traffic CEQA assessment and mitigation. Since the time of the Project approval, the City of Escondido has adopted Transportation Impact Analysis Guidance (TIAG, June 21, 2021). This document defines, interprets, and demonstrates how to implement a VMT analysis and uses the same threshold as used in the December 2020 IEG TIA. Based on the current VMT methodology supported by the City’s adopted TIAG and the 2020 IEG TIA report, the mitigation previously required under LOS standards is no longer required.

Planning Commission Resolution No. 2020-19 (PHG19-0049/ENV19-0006) to change the General Plan Designation from Light Industrial (LI) to General Commercial (GC) and approve a Conditional Use Permit (CUP) for a gasoline station was approved on January 13, 2021. In 2021, the Planning Commission adopted Resolution No. 2021-05 (PHG19-0049/ENV19-0006) approving a Conditional Use Permit for a gasoline station and convenience store with concurrent sale of alcoholic beverages at 900 W Mission Avenue. There have been no changes to the parameters of the approved Project. The addendum seeks to comply with state law and recognizes that two mitigation measures imposed on the Project were the result of LOS analysis and would like to formally recognize and support the findings of a VMT analysis and conclusion, which states that the Project would not require mitigation measures TRA-1 and TRA-2.

Figure 1: Project Site

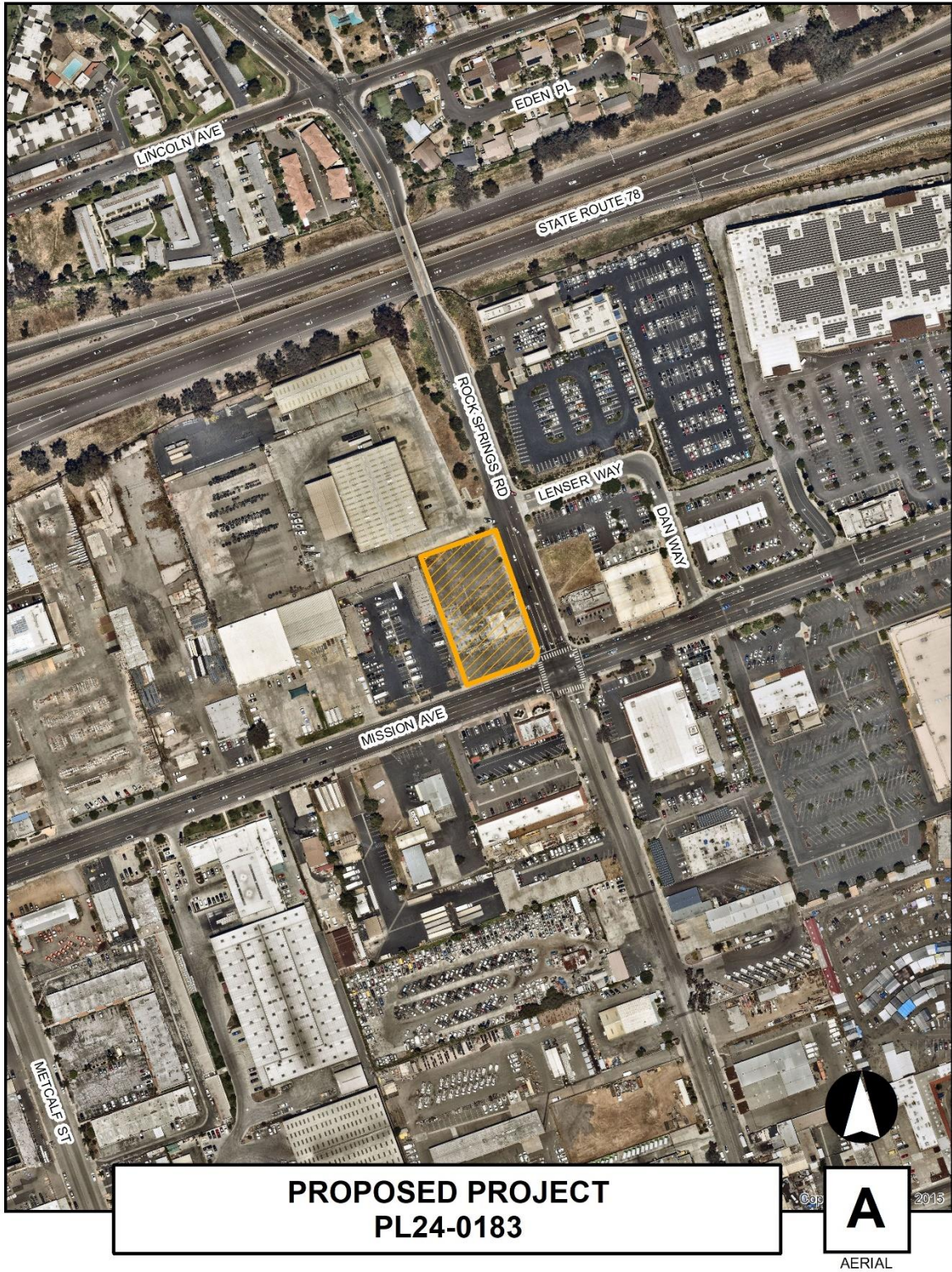




Figure 2: General Plan

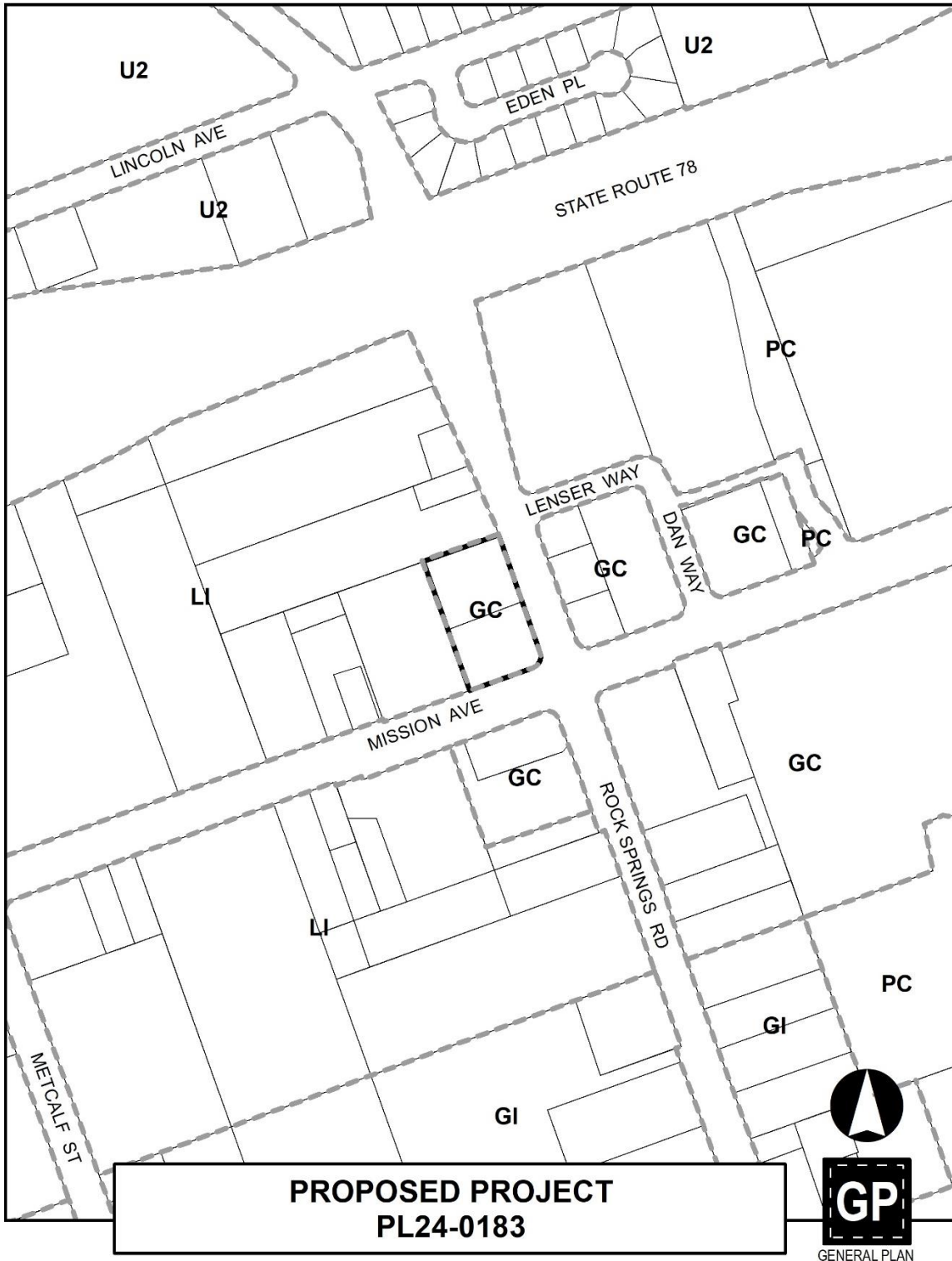


Figure 3: Zoning

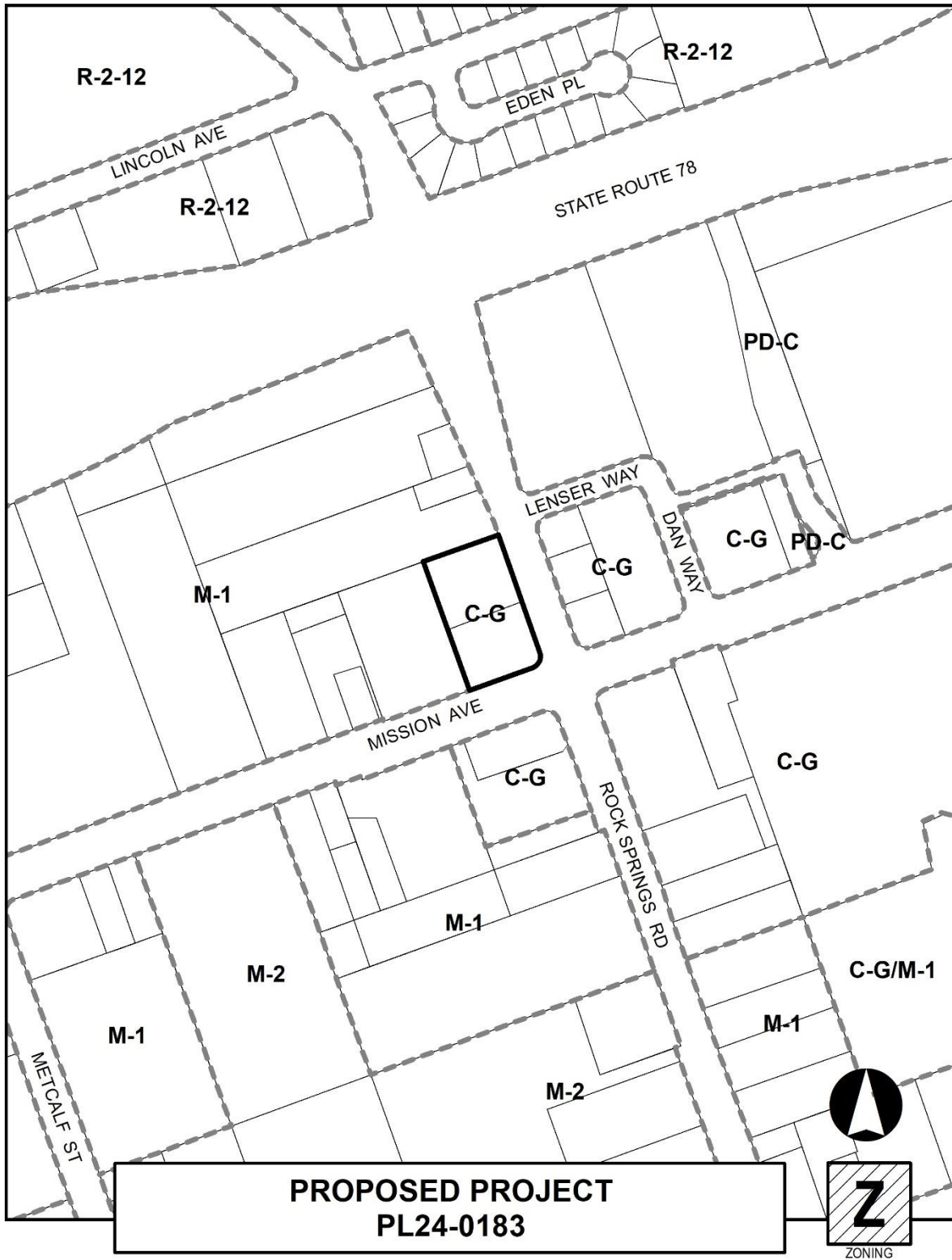




Figure 5: Exterior Elevations





## STATUTORY BACKGROUND

The City of Escondido is the CEQA lead agency for the proposed Project. Under CEQA, an Addendum to a certified Environmental Impact Report (EIR) or Negative Declaration may be appropriate if minor technical changes or modifications to the project are proposed (CEQA Guidelines Section 15164). An Addendum is appropriate only if these minor technical changes or modifications do not result in any new significant impacts or a substantial increase in the severity of previously identified significant impacts. The Addendum need not be circulated for public review (CEQA Guidelines Section 15164(c)). Because no changes in the approved project are proposed, this Addendum does not require a public hearing or consideration by the City Council.

This MND Addendum demonstrates that the environmental analysis, impacts, and mitigation measures/requirements identified in the December 2020 MND remain substantively unchanged by the situation described herein, and it supports the finding that the proposed VMT methodology and conclusions do not result in new significant impacts and do not exceed the level of impacts identified in the December 2020 MND. Therefore, recirculation of the adopted MND for public review is not required, pursuant to CEQA Guidelines Section 15164. The City has also determined that preparation of a subsequent EIR or MND is not required under CEQA Guidelines Section 15162. To support this decision, the following discussion describes the proposed project modifications and the associated environmental analysis.

## IMPACT ANALYSIS

The Project would result in little change with respect to the environmental issue areas analyzed in this Addendum (see Table 1 below). Table 1 demonstrates the result of the Addendum and the conclusions drawn from using a VMT analysis versus one using LOS. With the application of the VMT criteria, the need for mitigation related to LOS criteria is unnecessary. Therefore, as described in further detail in this section, the CEQA analysis supports the determination that the Project would not involve new significant environmental effects or result in a substantial increase in the severity of previously identified significant effects which would call for the preparation of a subsequent EIR, as provided in §15162 of the State CEQA Guidelines.

**Table 1**

**COMPARISON OF ENVIRONMENTAL FINDINGS BETWEEN THE MODIFIED PROJECT AND THE PREVIOUS APPROVED PROJECT**

Environmental Issue	Conditional Use Permit at 900 W Mission IS/MND	Addendum Conclusions for Modified Project	Modified Project Impacts in Comparison to Conclusions of the Approved Project
<b>Transportation and Traffic</b>	Less Than Significant with mitigation	Less Than Significant Impact	Lesser impact

The Lead Agency, the City of Escondido, conducted an Initial Study with the aid of consultants preparing several technical studies to support their environmental findings (ENV19-0006) in response to the application for General Plan Amendment, Rezone and Conditional Use Permit (PHG19-0049) and again when the entitlement expanded to include a Conditional Use Permit (PHG19-0049) for alcohol sales. In Section 13.7.2, the Initial Study poses four questions to determine a project’s potential impact on the city’s transportation system. The Project’s impact in relation to three of the four CEQA checklist thresholds for transportation or circulation impacts were found to have a less than significant impact. However, one threshold was less than significant with mitigation due to a “conflict with a program, plan, ordinance or policy affect[ing] the circulation system including transit roadway, bicycle or pedestrian facilities” (Section XVII, Appendix G CEQA Guidelines). The Project was determined to conflict with a particular threshold within the General Plan Quality of Life Standards. The Quality-of-Life Standard is used as the threshold for significant impacts, with mitigation using the LOS CEQA transportation metric.

However, the December 2020 IS/MND includes the following language, “Based on the VMT assessment and technical information provided in the VMT Impact Analysis, the proposed project designation is a locally serving land use and any potential project VMT related impacts would be presumed to be less than significant. Therefore, the proposed project would not conflict with CEQA Guidelines section 15064.3 and impacts would be less than significant. No mitigation is required.”

This threshold, criteria, and conclusion are supported by VMT analysis (IS/MND, December 2020) and have since been codified in the adopted TIAG using the same threshold that was used in the December 2020 IEG TIA report, which determined the project to be less than significant using the VMT methodology and requiring no CEQA-related mitigation (TIAG, Section 3.3).

For these reasons, the removal of both TRA-1 and TRA-2 in the MMRP along with the adoption of VMT analysis and conclusions, which represent no nexus between the new development Project or the need to include signalization at West Lincoln Avenue and Rock Springs Road, is consistent with CEQA Guidelines and State Law. However, staff supports the retention of the Condition of Approval requiring the signalization of the West Lincoln Avenue and Rock Springs Road. City staff will maintain the ability to

impose conditions based on threshold and standards using LOS to assess and address traffic impacts of development project.

## **SUMMARY AND FINDINGS**

As analyzed in this report, the Project would not result in any new significant environmental impacts. The original June 2020 IS/MND was modified in December 2020 with an updated environmental analysis. The December 2020 MND update stated that VMT criteria and analysis applied to the project and no mitigation would be required. The analysis contained herein demonstrates that the proposed Project is consistent with the prior Approved Project and many of the impact issues previously examined in the Approved Project would remain unchanged with the proposed Project.

## EXHIBIT “D”

### MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

**PROJECT NAME:** 7-Eleven (City File Nos.: PL24-0183/PHG19-0049)  
**NEG. NEC. NO. :** ENV 19-0006  
**SCH NO.:** N/A  
**APPROVAL BODY:** Escondido City Council

**PROJECT DESCRIPTION:** An Addendum to the Final Mitigated Negative Declaration (MND) for the 7-Eleven Convenience Store and Service Station was prepared in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15164 (Addendum to an EIR or Negative Declaration). The Addendum also updates the Mitigation Monitoring Reporting Program (MMRP) contained herein. The project consists of an approximately 4,088 SF convenience store with a 4,284 SF 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 Conditional Use Permit. As of July 1, 2020 the Level of Service (LOS) criteria was replaced by Vehicle Miles Traveled (VMT) as the only metric valid for CEQA analysis and the determination of Transportation and Traffic impacts mitigation measures. The Addendum demonstrates the use of Level of Service (LOS) standards to impose mitigation measures on the project was not in alignment with state standards. When employing the state mandated Vehicles Miles Traveled (VMT) metric and analysis, the project creates "less than significant impacts" without any mitigation. The MMRP will be modified to remove mitigation measures that were identified using the LOS methodology,.

**PROJECT LOCATION:** 900 W. Mission Avenue (APNs 228-220-13-00 and 228-220-43-00)

Item 17.

**APPLICANT/CONTACT PERSON:** Ilan Golcheh, Golcheh Group, LLC

**PROJECT MANAGER:** Vicrim Chima, Planning Consultant, City of Escondido Phone No.: (760) 839-4537  
Email: vicrim.chima@escondido.gov

# Mitigation Monitoring and Reporting Program

## Mitigated Negative Declaration/Initial Study Environmental Checklist

### Project No. ENV 19-0006

The City of Escondido adopts this revised Mitigation Monitoring and Reporting Program (MMRP) in accordance with the findings of the Addendum to the Final MND (Attachment XX). The purpose of the MMRP is to ensure that the Project, which is the subject of the Mitigated Negative Declaration (MND) and Initial Study Environmental Checklist, complies with all applicable CEQA criteria and environmental mitigation requirements. The mitigation described in the MND and summarized below provides a broad purpose and overview of actions that will occur in order to reduce identified environmental impacts associated with cultural resources, geologic hazards and noise impacts.

For each project that is subject to CEQA, PRC Section 21081.6 requires the Lead Agency to monitor performance of the mitigation measures included in any environmental document to ensure that the specified mitigation is implemented. The City of Escondido is the designated Lead Agency for the proposed project. The City is responsible for reviewing all monitoring reports, enforcement actions, and document disposition related to implementation of the MMRP.

After review and approval by the Lead Agency, minor changes to the MMRP are permitted but can only be made by the City of Escondido. No deviations from this MMRP shall be permitted unless it continues to satisfy the requirements of PRC Section 21081.6, as determined by the City of Escondido.

The organization of the MMRP follows the subsection formatting style presented within the MND and Initial Study Environmental Checklist. Only those subsections of the environmental issues presented in the Initial Study Environmental Checklist that have mitigation measures are provided below in the MMRP table. All other subsections do not contain mitigation measures. For each mitigation measure, the MMRP table identifies the following: (1) mitigation measure; (2) implementation action; (3) responsible agency/party; (4) monitoring schedule; and (5) verification date.

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
<b>Cultural Resources</b>						
CUL-1: 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 them. 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.	<ul style="list-style-type: none"> <li>Applicant should enter into a Tribal Cultural Resource Treatment and Monitoring Agreement.</li> </ul>	Applicant; City of Escondido Community Development Department Planning Division	X			
CUL-2: Prior to issuance of a grading permit, the applicant shall provide written verification to the City that a qualified archaeologist and Native American monitors associated with TCA Tribes have been retained to implement the monitoring program. Because the project is located within shared territory of the Luiseño and Kumeyaay people, Native American monitors representing the interest and values of both the Luiseño and Kumeyaay people will be retained for the Project. The archaeologist shall be responsible for coordinating with the Native American monitors. This verification shall be presented to the City in a letter from the project archaeologist that confirms	<ul style="list-style-type: none"> <li>Require verification and approval of qualified archaeologist.</li> </ul>	Applicant; City of Escondido Community Development Department Planning Division	X			

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
that Native American monitors representing both Luiseño and Kumeyaay associated with a TCA Tribes have been retained. The City, prior to any pre-construction meeting, shall approve all persons involved in the monitoring program.						
CUL-3: 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.	<ul style="list-style-type: none"> <li>Require monitoring program coordination.</li> </ul>	City of Escondido Community Development Department Planning Division; Qualified Archaeologist; Grading Contractor	X			
CUL-4: 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.	<ul style="list-style-type: none"> <li>Require on-site archaeological monitor and Native American Monitor.</li> </ul>	City of Escondido Community Development Department Planning Division; Archaeological Monitor; Field Engineering Division	X	X		
CUL-5: 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	<ul style="list-style-type: none"> <li>Require identification and preservation of any unidentified cultural resources.</li> </ul>	City of Escondido Community Development Department Planning Division; Project Archaeologist; County Coroner;		X		



MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
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deposits shall be minimally documented in the field and collected so the monitored grading can proceed.		Native American Monitor				
CUL-6: 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.	<ul style="list-style-type: none"> <li>Require identification and preservation of any significant tribal resource.</li> <li>Consultation with Native American Monitor.</li> </ul>	City of Escondido Community Development Department Planning Division; Project Archaeologist; Native American Monitor; TCA Tribe		X		
CUL-7: The avoidance and/or preservation of the significant tribal cultural resource and/or unique archaeological resource must first be considered and evaluated as required by 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.	<ul style="list-style-type: none"> <li>Require research design and data recovery program.</li> <li>Consultation with Native American Monitor.</li> </ul>	City of Escondido Community Development Department Planning Division; Project Archaeologist; TCA Tribe		X		

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
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<p>CUL-8: 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.</p>	<ul style="list-style-type: none"> <li>Require identification and preservation of any undiscovered cultural resources or human remains.</li> </ul>	<p>City of Escondido                      Community Development Department                      Planning Division;                      Project Archaeologist;                      County Coroner</p>		X		

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
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<p>CUL-9: If the qualified archaeologist elects to collect any archaeological materials that qualify as tribal cultural resources, the Native American monitor(s) must be present during any testing or cataloging of those resources. Moreover, if the qualified archaeologist does not collect the archaeological materials that qualify as tribal cultural resources that are unearthed during the ground disturbing activities, the Native American monitor(s), may at their discretion, collect said resources and provide them to the TCA Tribe for respectful and dignified treatment in accordance with the Tribe's cultural and spiritual traditions. The project archaeologist shall document evidence that all cultural materials have been curated and/or repatriated as follows:</p> <ol style="list-style-type: none"> <li>1. It is the preference of the City that all tribal cultural resources be repatriated to the TCA Tribe as such preference would be the most culturally sensitive, appropriate, and dignified. Therefore, any tribal cultural resources collected by the qualified archaeologist shall be provided to the TCA Tribe. Evidence that all cultural materials collected have been repatriated shall be in the form of a letter from the TCA Tribe to whom the tribal cultural resources have been repatriated identifying that the archaeological materials have been received.</li> </ol> <p style="text-align: center;">OR</p> <ol style="list-style-type: none"> <li>2. Any tribal cultural resources collected by the qualified archaeologist shall be curated with its associated records at a San Diego curation facility or a culturally-affiliated Tribal curation facility that meets federal standards per 36 CFR Part 79, and, therefore, would be</li> </ol>	<ul style="list-style-type: none"> <li>• Require that a Native American monitor is present during any testing or cataloging.</li> <li>• Any tribal cultural resources collected by the qualified archaeologist shall be repatriated to the TCA Tribe, and/or curated.</li> </ul>	<p>City of Escondido                      Community Development Department                      Planning Division;                      Project Archaeologist</p>		X	X	

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
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professionally curated and made available to other archaeologists/researchers for further study. The collection and associated records, including title, shall be transferred to the San Diego curation facility or culturally affiliated Tribal curation facility and shall be accompanied by payment of the fees necessary for permanent curation. Evidence that all cultural materials collected have been curated shall be in the form of a letter from the curation facility stating the prehistoric archaeological materials have been received and that all fees have been paid.						
CUL-10: 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.	<ul style="list-style-type: none"> <li>Require documentation of analysis and data by the qualified archaeologist.</li> <li>Consultation with Native American Monitor.</li> </ul>	Qualified Archaeologist; Native American Monitor			X	
<b>Geology</b>						
GEO-1 Prior to issuance of a grading permit or ground disturbing activities, a preliminary assessment by a professional paleontological resource consultant shall be conducted to determine if the characteristics of a unique paleontological resource or site are present. If determined to be present, and the potential for destruction of a unique paleontological resource or site exists, the preliminary assessment must make recommendations for mitigating potential	<ul style="list-style-type: none"> <li>Paleontological analysis required</li> </ul>	Applicant Paleontological consultant	X	X		

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
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impacts, such as monitoring during construction, or identify requirements for the proper documentation per state or federal guidelines, of any significant resource proposed to be impacted.						
<b>Noise</b>						
NOI-1: To reduce potential construction noise impacts, the following multi-part mitigation shall be implemented for the proposed project: <ul style="list-style-type: none"> <li>The construction contractor shall ensure that all equipment driven by internal combustion engines shall be equipped with mufflers, which are in good condition and appropriate for the equipment.</li> <li>The construction contractor shall ensure that unnecessary idling of internal engines (i.e., idling in excess of 5 minutes) is prohibited.</li> <li>The construction contractor shall utilize “quiet” models of air compressors and other stationary noise sources where technology exists.</li> <li>At all times during proposed project grading and construction, the construction contractor shall ensure that stationary noise-generating equipment shall be located as far as practicable from sensitive receptors and placed so that emitted noise is directed away from the nearest residential land uses.</li> <li>The construction contractor shall designate a noise disturbance coordinator who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaints (starting too early, bad muffler, etc.) and establishment reasonable measures</li> </ul>	<ul style="list-style-type: none"> <li>Requires applicant and contractor to implement specific operational measures to reduce potential noise impacts</li> </ul>	Applicant; Construction Contractor		X		

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
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necessary to correct the problem. The construction contractor shall visibly post a telephone number for the disturbance coordinator at the construction site.						
Traffic						
<del>TRA-1 Prior to occupancy, a signal shall be constructed and operational at the intersection of Rock Springs Road and W. Lincoln Avenue. All proposed transportation improvements within the City shall be constructed to the satisfaction of the City Engineer.</del>	<del>Installation of Traffic Signal</del>	<del>Applicant</del>	<u>x</u>	x	x	
<del>TRA-2 Prior to occupancy, the proposed project shall construct appropriate improvements and/or signage (as determined by the City's Engineering Services Division) at the proposed driveway on Rock Springs Road to restrict egress to right out only (left out restricted). This proposed physical improvement is necessary to reduce the number of northbound trips from the Project along Rock Springs Road and also will provide the opportunity to extend the southbound left turn lane capacity at the intersection of W. Mission Avenue and Rock Springs Road up to 280 feet.</del>	<del>Installation of roadway improvements</del>	<del>Applicant Engineering Services Division</del>	<u>x</u>	x	x	

**EXHIBIT "E"**  
**RESOLUTION NO. 2024-183**  
**PLANNING CASE NO. PL24-0183**

Alternative Option No. 1 (Recommended Option) is hereby **recommended for conditional approval** as set forth within the Planning Commission Staff Report dated November 12, 2024.

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.

**A. General:**

- 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.** If the Permit was filed as or concurrent with a Tentative Map or Planned Development application, the Permit shall expire thirty-six (36) months from the effective date of approval, unless additional time is granted pursuant to the Map Act or to the Escondido Municipal Code. If not filed as concurrent with a Tentative Map or Planned Development application, the Permit shall automatically expire after one (1) year from the date of this approval, or the expiration date of any extension granted in accordance with the Escondido Municipal Code and Zoning Code.

The Permit shall be deemed expired if a building permit has not been obtained or work has been discontinued in the reliance of that building permit. If no building permits are required, the City may require a noticed hearing to be scheduled before the authorized agency to determine if there has been demonstrated a good faith intent to proceed, pursuant to and in accordance with the provision of this Permit.
- 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 the final action on the Project. This includes

amending the Project drawings as necessary to incorporate revisions made by the decision-making body and/or reflecting any modifications identified in these conditions of approval. Three (3) copies of final Approved Plan set, shall be submitted to the Planning Division for certification. 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.
- b. Nothing in this Permit shall authorize the Applicant to intensify the authorized activity beyond that which is specifically described in this Permit.
- c. 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 Department.

**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. Public Art Partnership Program.** All requirements of the Public Art 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.
- 12. Clerk Recording.**

  - a. State Law (SB 1535), effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. If the Project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with State law, or if the Project was analyzed through a negative declaration or environmental

impact report, the Applicant shall remit to the City of Escondido Planning Division, within two (2) working days of the effective date of the adoption of the environmental document, a check payable to the "San Diego County Clerk," in the amount that is published by the County Clerk's Office. Failure to remit the required fees in full within the specified time noted above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. In addition, Section 21089(b) of the Public Resources Code, and Section 711.4(c) of the Fish and Game Code provide that no project shall be operative, vested, or final until all the required filing fees are paid. The County Clerk's Office filing fees for other environmental review documents are adjusted annually by the California Department of Fish and Wildlife. If the fee increase after the date of this approval, the Applicant shall be responsible for the increase.

- b. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**B. 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.

As a condition of receiving the land use approvals specified herein, Applicant shall maintain the property subject to the approvals in compliance with all applicable city codes governing the condition or appearance of property. In addition to compliance with such basic standards, the property subject to these approvals shall also be maintained free of trash, plant debris, weeds, and concrete (other than existing foundations and permanent structures). Any signs placed on the property advertising such property for sale or rent shall be in accordance with applicable laws, and be kept clean, in like-new condition, and free from fading and graffiti at all times. This condition shall be applicable from the date the land use is approved. The failure to comply with this condition shall subject the approvals specified herein to revocation for failure to comply.

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 (including County Department of Environmental Health for USTs, APCD for Healy Tanks and Alcohol Beverage Control type 20 license). 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.

### C. Parking and Loading/Unloading.

1. A minimum of 21 parking spaces shall be provided at all times. Said parking spaces provided by the Applicant, and any additional parking spaces provided above the required, minimum amount, shall be dimensioned per City standards and be maintained in a clean, well-marked condition. The stripping shall be drawn on the plans or a note shall be included indicating double stripping per City standards.
2. Parking for disabled persons shall be provided (including "Van Accessible" spaces) in full compliance with the State Building Code.
3. No contractor or employee may store, or permit to be stored, a commercial or construction vehicle/truck; or personal vehicle, truck, or other personal property on public-right-of-way or other public property without permission of the City Engineer.

- D. 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, including potted plants; and any retaining and freestanding walls in a manner that satisfies the conditions contained herein.
1. 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.
  2. 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.
  3. If at the time of planning final inspection that it is determined that sufficient screening is not provided, the Applicant shall be required to provide additional landscaping improvements to the satisfaction of the Planning Division.
  4. The landscaped areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan.
  5. 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.
  6. 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 If 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, clinging non-deciduous or fast growing shrubbery that will screen the enclosures 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.

**E. Specific Planning Conditions:**

1. Prior to the issuance of building permits for the project, a Lot Tie shall be recorded between APNs 228-220-13-00 and 228-220-43-00. The project applicant shall be responsible for the submittal of the Lot Tie application, all required documents, application fees and recording.
2. The landscape plan attached to the project exhibits is conceptual only. The final landscape plan shall include appropriate screening around the main building, to include taller shrubs along the northern and eastern sides of the building. Appropriate street trees also shall be provide along the Rock Springs Road frontage, including along the eastern building frontage. Trees (min. 15 gallon) also shall be provided along the northern perimeter of the site. The final landscape design also shall provide 50 percent or more of shade coverage in 10 years for the open parking spaces.
3. An appropriate property boundary fence or wall shall be provided along the northern and western property boundaries. Appropriate sight distance shall be provided at driveways. Standard chain-link fencing shall not be permitted. Vinyl-clad fencing (with or without slats) would be acceptable. Any perimeter masonry walls shall include pilaster at wall corners, to the satisfaction of the Director of Community Development.

4. The sale of alcoholic beverages as part of this CUP is for the sale of beer and wine only. An appropriate license shall be required from the Department of Alcoholic Beverage Control.
5. Loitering is prohibited on or around these premises or the area under the control of the licensee.
6. No alcoholic beverage shall be displayed within five feet of the cash register of the front door unless it is in a permanently affixed cooler.
7. No advertisement of alcoholic beverages shall be displayed at motor fuel islands.
8. No sale of alcoholic beverages shall be made from a drive-in window.
9. No display or sale of alcoholic beverages shall be made from any ice container.
10. No self-illuminating advertising for beer and wine shall be located on the buildings or windows.
11. The facility (convenience store and gasoline station operations) shall be allowed to operate 24 hrs. a day. Employees selling alcoholic beverages between the hours of 10:00 p.m. and 12:00 a.m. shall be at least twenty-one years of age.
12. No beer and wine shall be sold between the hours of 12:00 a.m. and 8:00 a.m.
13. At least two signs shall be posted in visible places on the convenience store building (one adjacent to the entrance) stating the consumption of alcoholic beverages on the premises is prohibited and that violators will be prosecuted.
14. The licensee shall comply with all conditions set forth in the premise license issued through the Department of Alcoholic Beverage Control at all times.
15. If the restrictions imposed by the conditions of approval included with this CUP are stricter than those placed on the ABC license, these conditions shall take precedent.
16. There shall be no amusement machines or video game devices in the premises at any time.
17. No wine shall be sold with an alcohol content of greater than 15 percent by volume except for "Dinner Wines" which have been aged two years or more and maintained in corked bottles.
18. Beer, malt beverages, and wine coolers shall not be sold by single containers, but must be sold in manufacturer pre-packaged multi-unit quantities.
19. No other laws shall be violated. Any violation of this Conditional Use Permit or additional conditions set forth in the premise license issued by the Department of Alcoholic Beverage Control may result in a suspension or revocation of this CUP.
20. Prior to the issuance of building permits for the development of the gasoline station, the applicant shall provide evidence to the Escondido Building Division of the issuance of appropriate permits from the San Diego County Department of Environmental Health for the installation of underground storage tanks (USTs), and



appropriate permits for the installation of Healy Tanks from the Air Pollution Control District (APCD).

**F. Mitigation Measures:**

- CUL-1** 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 them. 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.
- CUL-2** Prior to issuance of a grading permit, the applicant shall provide written verification to the City that a qualified archaeologist and Native American monitors associated with TCA Tribes have been retained to implement the monitoring program. Because the project is located within shared territory of the Luiseño and Kumeyaay people, Native American monitors representing the interest and values of both the Luiseño and Kumeyaay people will be retained for the project. The archaeologist shall be responsible for coordinating with the Native American monitors. This verification shall be presented to the City in a letter from the project archaeologist that confirms that Native American monitors representing both Luiseño and Kumeyaay TCA Tribes have been retained. The City, prior to any pre-construction meeting, shall approve all persons involved in the monitoring program.
- CUL-3** 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.
- CUL-4** 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.

- CUL-5** 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.
- CUL-6** 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.
- CUL-7** The avoidance and/or preservation of the significant tribal cultural resource and/or unique archaeological resource must first be considered and evaluated as required by 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.
- CUL-8** 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.

**CUL-9** If the qualified archaeologist elects to collect any archaeological materials that qualify as tribal cultural resources, the Native American monitor(s) must be present during any testing or cataloging of those resources. Moreover, if the qualified archaeologist does not collect the archaeological materials that qualify as tribal cultural resources that are unearthed during the ground disturbing activities, the Native American monitor(s), may at their discretion, collect said resources and provide them to the TCA Tribe for respectful and dignified treatment in accordance with the Tribe's cultural and spiritual traditions. The project archaeologist shall document evidence that all cultural materials have been curated and/or repatriated as follows:

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

OR

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

**CUL-10** 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.

**GEO-1** Prior to issuance of a grading permit or ground disturbing activities, a preliminary assessment by a professional paleontological resource consultant shall be conducted to determine if the characteristics of a unique paleontological resource or site are present. If determined to be present, and the potential for destruction of a unique paleontological resource or site exists, the preliminary assessment must make recommendations for mitigating potential impacts, such as monitoring during construction, or identify requirements for the proper documentation per state or federal guidelines, of any significant resource proposed to be impacted.

**NOI-1** To reduce potential construction noise impacts, the following multi-part mitigation shall be implemented for the proposed project:

- The construction contractor shall ensure that all equipment driven by internal combustion engines shall be equipped with mufflers, which are in good condition and appropriate for the equipment.
- The construction contractor shall ensure that unnecessary idling of internal engines (i.e., idling in excess of 5 minutes) is prohibited.
- The construction contractor shall utilize "quiet" models of air compressors and other stationary noise sources where technology exists.
- At all times during proposed project grading and construction, the construction contractor shall ensure that stationary noise-generating equipment shall be located as far as practicable from sensitive receptors and placed so that emitted noise is directed away from the nearest residential land uses.
- The construction contractor shall designate a noise disturbance coordinator who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaints (starting too early, bad muffler, etc.) and establishment reasonable measures necessary to correct the problem. The construction contractor shall visibly post a telephone number for the disturbance coordinator at the construction site.

**TRA-1** *Removed by Resolution No. 2024-183.*

**TRA-2** *Removed by Resolution No. 2024-183.*

## **ENGINEERING CONDITIONS OF APPROVAL**

### **GENERAL**

1. The Developer shall provide the City Engineer with a Preliminary 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. 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. 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.
7. 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.
8. The Developer's engineer shall submit to the Planning Division three (3) copies of the Site Plan 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 Site Plan will be certified by the Planning Division verifying that they are an accurate

reproduction of the approved Site Plan and one of these copies 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 as required by the Subdivision Ordinance and to the satisfaction of the City Engineer. Specific details, including final street improvement widths, right-of-way widths, concrete curb and gutters, curb returns and pedestrian ramps, drainage, lighting, etc. shall be to the satisfaction of the City Engineer.
2. *Removed by Resolution No. 2024-183.*
3. *Removed by Resolution No. 2024-183.*
4. 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.
5. The Developer shall construct a new traffic signal at the intersection of Rock Springs Road and Lincoln Avenue prior to project occupancy. The Developer shall submit separate traffic signal and signing and striping improvement plans prepared by a Traffic Engineer for review and approval by the City Engineer. The traffic signal design shall be per current City, Caltrans, and MUTCD Standards and shall include video detection, APS, and interconnect conduits and cables to an existing traffic signal controller. The Developer's Traffic Engineer will also be responsible for all new timing plans and coordinating traffic signal work with the Developer's Contractor(s) and Equipment Suppliers and City staff.
6. *Removed by Resolution No. 2024-183.*
7. The Developer may be responsible for an overlay of Rock Springs Road due to the many utility trenches necessary to serve this project. The determination of the extent of the overlay shall be to the satisfaction of the City Engineer.
8. 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.
9. The Developer's engineer shall prepare and submit for approval by the City Engineer a complete final Signing and Striping plan for all improved and modified roadways. The Developer will be responsible for removal of all existing and the construction of all new signing and striping in compliance with the current CA MUTCD standards and to the satisfaction of the City Engineer.
10. The Developer shall repaint all pavement striping and markings adjacent to the project that have been damaged and prematurely faded due to project construction traffic to the satisfaction of the City Engineer.



11. Adequate horizontal sight distance shall be provided at all driveways. Increased parkway widths, open space easements, and restrictions on landscaping may be required at the discretion of the City Engineer
12. Pedestrian access routes meeting current ADA requirements shall be provided into the project to the satisfaction of the City Engineer and City Building Official.
13. 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.
14. The existing W. Mission Avenue bus stop shall be relocated to the satisfaction of the North County Transit District (NCTD) and the City Engineer. The relocated bus stop shall be constructed on W. Mission Avenue along the project frontage. The developer shall provide written correspondence from NCTD stating they have approved the proposed location of  
  
the bus stop prior to approval of the Improvement Plan. The NCTD approved bus stop location shall be shown the Improvement Plan.
15. *Removed by Resolution No. 2024-183.*
16. The proposed Rock Springs Road driveway shall be signed and striped for right turns in and out only.
17. Prior to occupancy, a signal shall be constructed and operational at the intersection of Rock Springs Road and W. Lincoln Avenue. All proposed transportation improvements within the City shall be constructed to the satisfaction of the City Engineer.
18. Prior to occupancy, the proposed project shall construct appropriate improvements and/or signage (as determined by the City's Engineering Services Division) at the proposed driveway on Rock Springs Road to restrict egress to right-out only (left out restricted). This proposed physical improvement is necessary to reduce the number of northbound trips from the Project along Rock Springs Road and also will provide the opportunity to extend the southbound left-turn lane capacity at the intersection of W. Mission Avenue and Rock Springs Road up to 280 feet.

### **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 3 copies of the preliminary soils and geotechnical report. The Soils Engineer will be required to indicate in the soils report that he/she has reviewed the grading design and found it to be in conformance with his/her recommendations.

2. All private driveways and parking areas shall be paved with a minimum of 3" asphalt concrete (AC) over 6" of asphalt base (AB) or 7" portland concrete cement (PCC) over 6" AB. All paved areas exceeding 15% slope or less than 1.0% shall be paved with PCC.
3. The Developer will be required to obtain permission from adjoining property owners for any off-site grading or work necessary to construct the project and/or the required improvements.
4. 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.
5. 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.
6. A Construction General Permit is required from the State Water Resources Control Board for all storm water discharges associated with a construction activity where clearing, grading, and excavation results in a land disturbance of one or more acres.
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 noted to remain or be relocated 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 Property Owner.
3. 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.

4. Storm water runoff from the W. Mission Avenue frontage improvements shall be treated in accordance with Green Streets" best management practices (BMPs).
5. All site drainage with emphasis on the parking and driveway areas shall be treated to remove expected contaminants using a high efficiency non-mechanical method of treatment. The City highly encourages the use of bio-retention areas as the primary method of storm water retention and treatment. The landscape plans will need to reflect these areas of storm water treatment.
6. The Developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement.
7. All storm water treatment and retention facilities and their drains including the bio-retention basins and planters shall be considered private. The responsibility for maintenance of these post construction storm water treatment facilities shall be that of the Property Owner.

#### **WATER SUPPLY**

1. All water services, detector check assemblies, and other water appurtenances shall be designed and installed at locations required and approved by the Director of Utilities. All new water lateral locations and sizing shall be to the satisfaction of the City Engineer and, in accordance with the current City of Escondido Design Standards and Standard Drawings and to the satisfaction of the Utilities Engineer.
2. Fire hydrants together with an adequate water supply shall be installed at locations approved by the Fire Marshal. Fire hydrants shall connect to a minimum 8-inch water main.
3. Where fire hydrants are being relocated, the abandoned fire hydrant laterals shall be abandoned at the water main. All existing gate valves and tees shall be removed and a straight run of pipe shall be replaced within the water main to the nearest joints.
4. A fire suppression sprinkler system shall be designed and constructed per current City of Escondido Design Standards and Standard Drawings and per the requirements of the Fire Marshal.
5. Water meters and back flow prevention devices shall not be installed within a driveway apron or private drive areas.
6. 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.
7. No trees or deep rooted plants shall be planted within 10-feet of any water service.

**SEWER**

1. A private 6-inch minimum (PVC) sewer lateral with a standard clean-out within the right-of-way shall be constructed for the project and shown on the Improvement and Grading plans. Sewer laterals less than 8-inches in diameter shall connect to the sewer main with a wye fitting or Inserta-Tee. 8-inches in diameter sewer laterals shall be connected to the public sewer at a manhole.
2. All sewer laterals shall be constructed per current City of Escondido Design Standards and Standard Drawings and per the current Uniform Plumbing Code.
3. 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.
4. All abandoned sewer laterals shall be removed or capped at the property line and so noted on the improvement plans to the satisfaction of the Utilities Engineer.
5. All sewer lateral(s) and grease traps shall be considered a private sewer system. The Property Owner will be responsible for all maintenance of the sewer lateral(s) and system to the sewer main.
6. A grease trap, if required for the restaurant component of the project, shall be installed at an approved location to the satisfaction of the Director of Utilities.

**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.
2. Permanent landscaping shall be installed along the project frontage and all areas disturbed by the project (including offsite areas). The landscaping, including storm water treatment BMPs and landscaping installed in the right-of-way, shall be maintained by the property owner.

**EASEMENTS AND DEDICATIONS**

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

**STREET**

**CLASSIFICATION**

W. Mission Avenue

Major Road (51' CL to R/W - 9' dedication)

2. All easements, both private and public, affecting subject property shall be shown and

delineated on the Grading and Improvement Plans.

3. The developer shall dedicate to the public a 20-foot radius corner rounding at W. Mission Avenue and Rock Springs Road.
4. The Developer is responsible for making the arrangements quitclaim all easements of record which conflict with the proposed development prior to approval of the Grading plans and Building Permits. Building permits will not be issued for lots in which construction will conflict with existing easements or utilities, nor will any securities be released until the existing easements are quitclaimed. The initial submittal of the plat and legal shall include the required dedication fee in effect at the time of the submittal.

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

### **FEES**

1. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public 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 36,000, unless a higher amount is deemed necessary by the City Engineer.
2. *Removed by Resolution No. 2024-183.*
3. 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.

**SURVEYING AND MONUMENTATION**

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



# STAFF REPORT

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December 4, 2024  
File Number 0480-40

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## SUBJECT

### **SHORT-TERM RENTAL PILOT PROGRAM**

## DEPARTMENT

City Manager

## RECOMMENDATION

Request the City Council adopt Ordinance No. 2024-07 for the Short-Term Rental Pilot Program of the City of Escondido to allow Short-Term rentals to operate within the City, including amendments to 1) the Escondido Municipal Code Chapter 16 (Business Licenses) for processes, procedures, administration and enforcement; and 2) adopt Escondido Municipal Code Chapter 25 (Taxation) for collection of Transient Occupancy Tax; and Resolution No. 2024-181 establishing new fees for the Pilot Short-Term Rental Ordinance

Staff Recommendation: Approval (Economic Development: Jennifer Schoeneck, Director of Economic Development)

Presenter: Jennifer Schoeneck, Director of Economic Development and Pedro Cardenas, Management Analyst

**ESSENTIAL SERVICE** – Yes, Land Use/Development.

**COUNCIL PRIORITY** – Eliminate Structural Deficit; Improve Public Safety; Increase Retention and Attraction of People and Businesses to Escondido.

## FISCAL ANALYSIS

The adoption of a Short-Term Rental Ordinance creates an opportunity for increased Transient Occupancy Tax (“TOT”) revenue to the City’s General Fund. The estimated potential TOT collection from regulating these activities is \$280,000 per year. Should the City Council adopt the Ordinance, applicants will be able to apply for the required short-term rental permit and license online and pay their TOT. The cost for such a platform will be cost recovered through the short-term rental program revenue. For Short-Term Rental Administration, the City will charge applicants a \$231 inspection fee, and \$250 per short-term rental application charged annually.



# CITY of ESCONDIDO

## STAFF REPORT

### PREVIOUS ACTION

In September 2022, city staff created a request for proposals (“RFP”) to seek expertise for addressing short-term rentals. By October 2022, five companies had submitted their proposals, and in November 2022, Granicus was selected to assess the current market and develop municipal code regulations related to short-term rentals.

In June 2023, the initial findings and process were presented to the Economic Development Subcommittee, accompanied by the launch of a community survey. A draft of the municipal code was created in September 2023, followed by an initial review and feedback session with the Economic Development Subcommittee in October 2023. To further engage the community, a public meeting was held on November 7, 2023, where additional input was gathered.

In February 2024, an internal review was conducted, involving code enforcement, planning, economic development, and legal staff. On March 4, 2024, the updated draft was presented for a second review to the Economic Development Committee, and on March 26, 2024, the Planning Commission received and advised on the Land Use components of the Pilot Program: Short-Term Rental Ordinance (PL23-0411). A new platform is expected to be operational, enabling short-term rental registrations and TOT payments by the middle of 2025.

### BACKGROUND

The City of Escondido Municipal Code (“EMC”) does not currently address or regulate short-term rentals (i.e., rentals of 30-days or less) because such regulation does not exist within the EMC and as a result, such use is not permitted within the City. In September 2022, City Council directed City staff to identify and evaluate existing conditions of short-term rental activity within the City and subsequently draft a new Short-Term Rental Ordinance (“Project”). City staff conducted a RFP process to procure a consultant to assist with such endeavor. City staff selected the consultant Granicus (“Consultant”) to support the Project. Through assessment of existing conditions, City staff and the Consultant identified approximately 193 total short-term rental listings within the City for which the City does not collect or receive TOT (i.e., revenues). During the Project, the City conducted robust community outreach and presented the Project findings to the Economic Development Subcommittee (“Subcommittee”) for feedback.

**Community Outreach:** On June 7, 2023, the City, in partnership with the Consultant, launched a short-term rental website and released a community survey to gauge sentiment about short-term rental regulation. Stakeholders provided 198 survey responses to-date (Attachment “1”). Such stakeholders may include members of the general public, short-term rental advocates and/or existing operators, business owners, property owners, and others. On November 7, 2023, City staff presented to the Subcommittee in an effort to obtain additional community feedback. At this meeting, attendees shared their thoughts and concerns regarding the proposed regulation and draft ordinance. On March 4, 2024, City staff presented a revised draft of the proposed ordinance to the Subcommittee in response to the community feedback



# CITY of ESCONDIDO

## STAFF REPORT

received at the prior Subcommittee meeting. The Subcommittee provided no further comment on the draft ordinance in its current form, and approved moving the item to the Planning Commission for their review and recommendations to City Council. Staff presented the Ordinance to the Planning Commission on March 26, 2024 and received robust feedback from the public and Commission on land-use considerations which Staff took back to the Subcommittee before presenting a final version to the full City Council.

In order to successfully implement the Short-Term Rental program, City staff has selected HdL through an RFP process to administer this program internally through its online platform software. The RFP solicited bids for short-term rental administration, business license administration, and TOT administration. Based on staff's internal evaluation, the HdL team possesses the skills and experience necessary to successfully execute the scope of work for the program. With this understanding, staff will award the contract to HdL following an approval of the Short-Term Rental Pilot program from the Escondido City Council.

HdL was established over 40 years ago and provides software applications and professional services to local governments which help to automate and improve processes in various functional areas. They work with over 355 local governments in California. HdL will provide comprehensive operations management services, including the establishment and maintenance of a database of short-term rental lodging providers, processing of registrations, tax returns, and payments

### RESOLUTIONS

- a) Resolution No. 2024-181
- b) Resolution No. 2024-181— Exhibit "A"— Short-Term Rental Registration and Inspection Fees

### ORDINANCES

- a) Ordinance No. 2024-07
- b) Ordinance No. 2024-07— Exhibit "A"— Escondido Municipal Code Chapter 25 (Taxation)
- c) Ordinance No. 2024-07— Exhibit "B"— Escondido Municipal Code Chapter 16 (Business Licenses)

### ATTACHMENTS

- a) Attachment "1"— Short-Term Rental Survey Responses

## RESOLUTION NO. 2024-181

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING FEES RELATED TO CHAPTER 16 LICENSE AND BUSINESS REGULATIONS GENERALLY, ARTICLE 8, SHORT-TERM RENTALS

WHEREAS, City staff has conducted an analysis to provide for the administration of a Pilot Short-Term Rental program, the costs actually and reasonably borne by the City in provided those services, and the beneficiaries of those services. Based on the analysis, City staff recommends creating a registration and inspection fee related to Chapter 16 (License and Business Regulations Generally), Article 8 (Short-Term Rentals); and

WHEREAS, pursuant to Article XI, Section 7 of the California Constitution, local agencies have the authority to establish and charge fees for various activities as long as those fees do not exceed the estimated reasonable costs of provided the service for which the fee is intended; and

WHEREAS, the City Council desires that annually, the City Manager, or City Manager designee, may update the fees based on the prior year annual percentage change in the Consumer Price Index ("CPI") adjustments as measured in San Diego County for a given year. If the CPI does not change or goes down in a given year, no change shall be made to the fee schedule that year unless a public hearing is held to consider amendment of fees; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to adopt the new fees which are compliant with state law associated with the Short-Term Rental Program, as presented in Exhibit "A," which is attached to this Resolution and incorporated by this reference as though fully set forth herein.



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 Short-Term Rental Registration and Inspection Fees contained in Exhibit "A."
3. That the fee shall be effective on July 1, 2025.
4. Environmental Exemption. The adoption of this Resolution is exempt from the California Environmental Quality Act ("CEQA," Public Resources Code Sections 21000 et seq.), because it approves and sets forth a procedure for determining fees for the purpose of meeting the operating expenses of City departments, as set forth in Public Resources Code Section 21080(b)(8)(A).

# HdL Contract for Services - Short Term Rentals (STR)

<b>Fee</b>	<b>Unit/Item</b>	<b>Frequency</b>
\$250	Application fee	Annual
\$231	Inspection fee	Annual

# Short Term Rental Survey

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## **SURVEY RESPONSE REPORT**

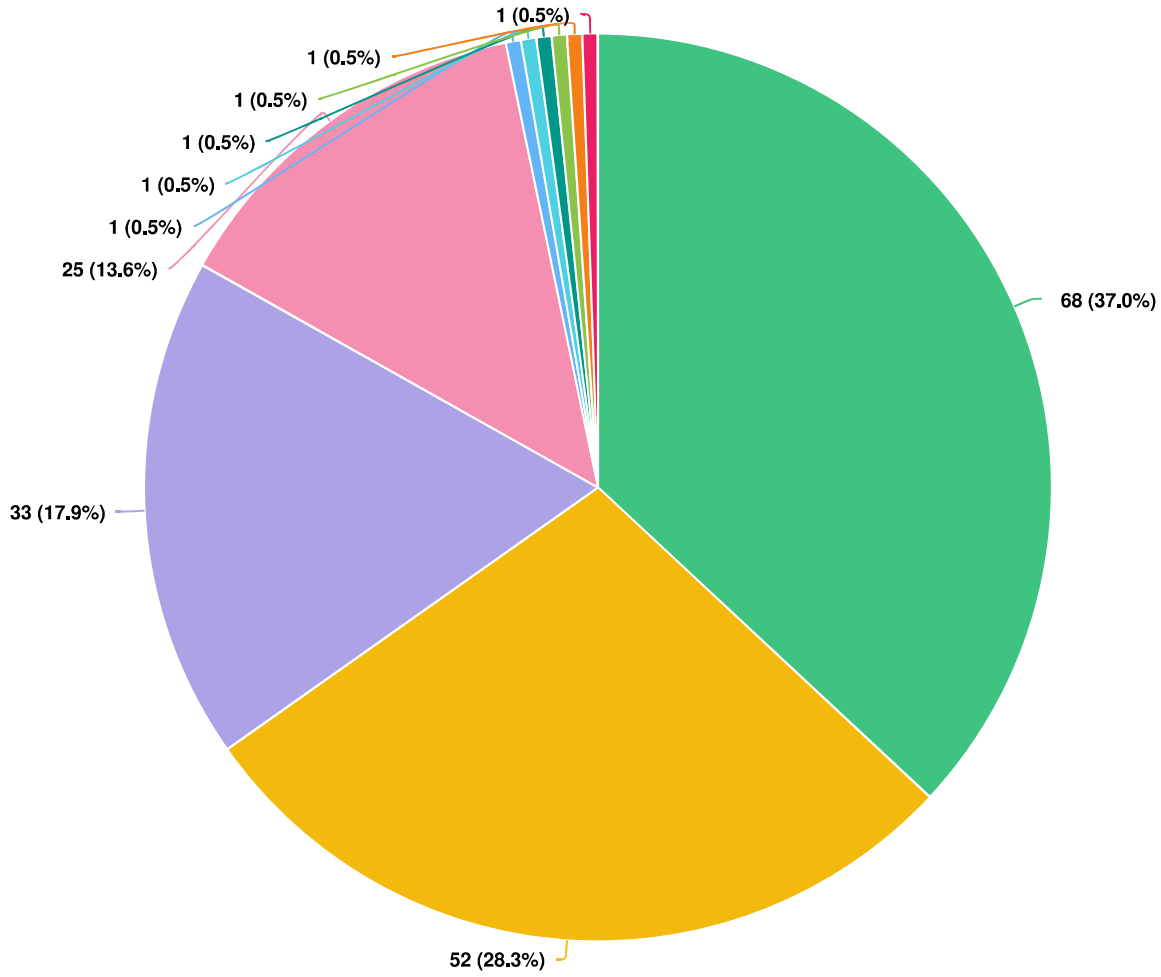
27 June 2023 - 13 March 2024

**PROJECT NAME:**  
Short Term Rentals



REGISTRATION QUESTIONS

Q1 | ZIP Code



Question options

- Escondido, CA 92029
- Escondido, CA 92025
- Escondido, CA 92027
- Escondido, CA 92026
- Valley Center, CA 92082
- Fallbrook, CA 92028
- San Marcos, CA 92069
- Palomar Mountain, CA 92060
- Del Mar, CA 92014
- San Diego, CA 92131

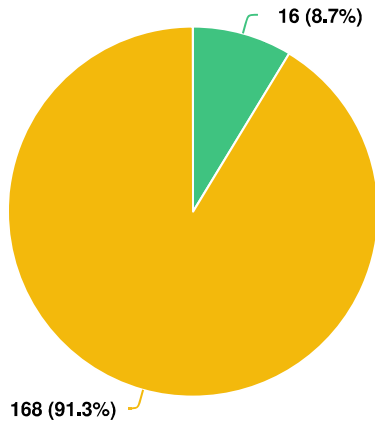
Mandatory Question (184 response(s))

Question type: Region Question



SURVEY QUESTIONS

**Q1** Do you operate a short-term rental in the City of Escondido?

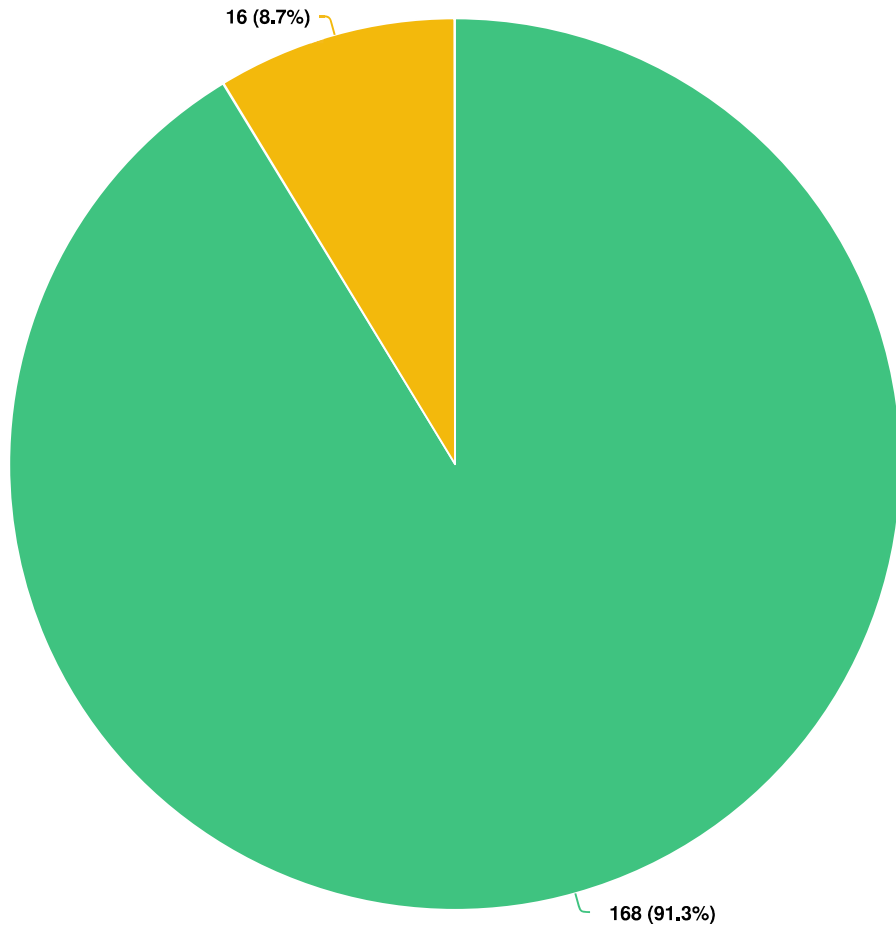


**Question options**

- Yes
- No

Optional question (184 response(s), 0 skipped)  
Question type: Radio Button Question

**Q2** Are you a resident of the City of Escondido?



**Question options**

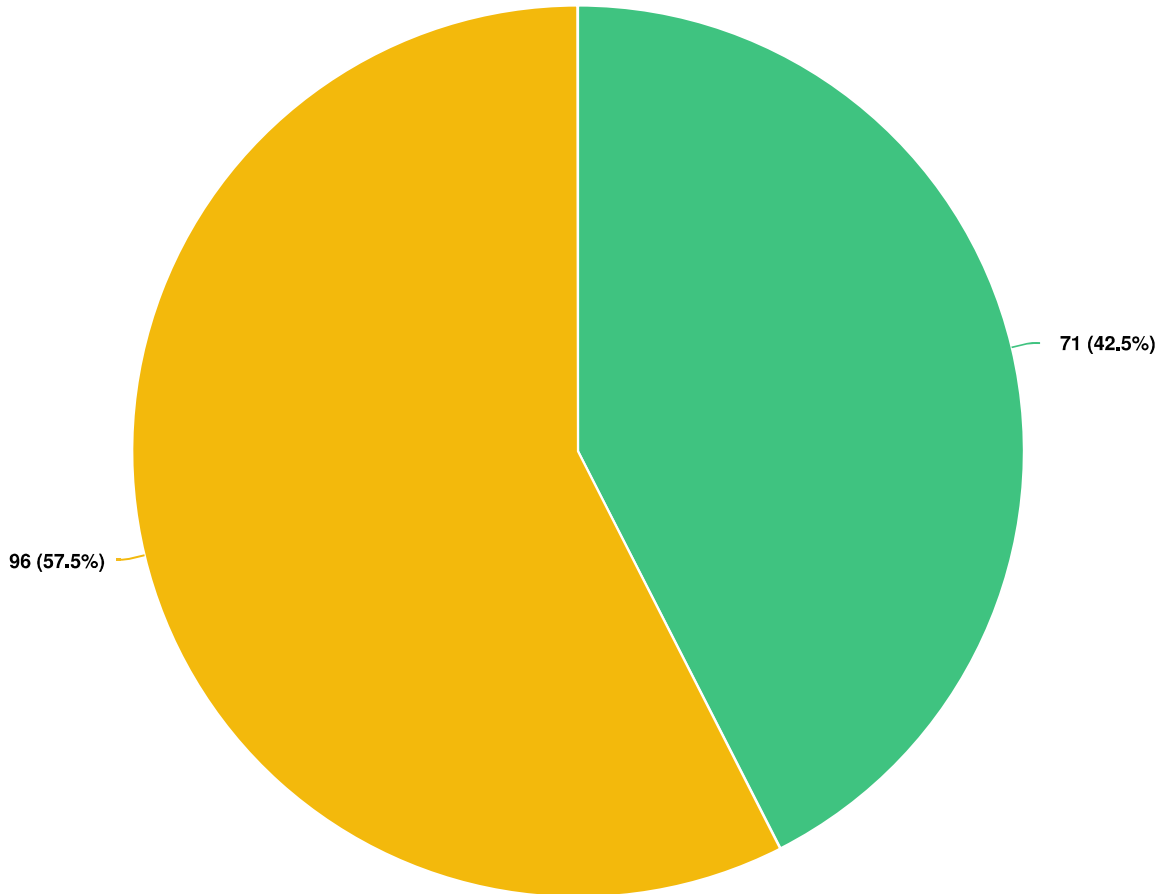
- Yes
- No

Optional question (184 response(s), 0 skipped)

Question type: Radio Button Question



**Q3** Have you had any complaints or issues with short-term rental properties in your neighborhood?



**Question options**

- Yes
- No

Optional question (167 response(s), 17 skipped)  
Question type: Radio Button Question

**Q4** What policies are most important to you in the City's short-term rental regulations?

OPTIONS	AVG. RANK
Noise limits and quiet hours	3.28
Occupancy limits	4.93
Notifications to neighbors when a short-term rental permit is issued with owner contact information	5.11
Restrictions on the use of a short-term rental for residential uses, e.g. a prohibition on events such as wedding receptions	6.03
Parking	6.57
Maximum time for an owner or agent to respond to complaints	6.85
Contact information clearly displayed on a short-term rental unit	6.94
Fines and enforcement	7.22
Reporting of complaints	7.45
Minimum duration of stay requirements	7.58
Trash	7.75
Safety requirements	7.97
Requirements that an owner or agent check-in guests	8.15
Other (please describe in the next question)	8.64

*Optional question (171 response(s), 13 skipped)*

*Question type: Ranking Question*

There is a wide range of opinions and concerns regarding short-term rentals (STRs) in Escondido. Here's a summary of the main points expressed:

### 1. **Support for STRs:**

- Some respondents believe that allowing STRs will bring in more revenue for the city and support the local economy.
- They argue that Escondido has much to offer visitors and becoming a destination place would prompt action to maintain the city's attractiveness and integrity.

### 2. **Regulation and Concerns:**

- Many respondents advocate for regulations to address various concerns such as noise, safety, parking issues, and the impact on residential neighborhoods.
- Suggestions for regulations include obtaining contact information for guests, zoning considerations, occupancy limits, quiet hours enforcement, and distinguishing between individual owners and corporate investors.
- Concerns were raised about the negative impact on housing affordability, disruption to communities, property values, and safety, especially in neighborhoods with schools or families.
- Some suggest limits on the number of STRs per area or neighborhood and stricter enforcement measures for noise and behavior violations.
- There are calls for differentiation between whole-property rentals and rentals of rooms within owner-occupied residences.

### 3. **Opposition to STRs:**

- Some respondents outright oppose STRs, citing concerns about the housing shortage, neighborhood disruption, decreased property values, and commercial activities in residential areas.
- Calls for outright bans on STRs, especially in single-family residential neighborhoods, were expressed.

### 4. **Revenue Generation and Taxes:**

- Some suggest taxing STRs to generate revenue for the city, addressing deficits, and funding other issues like affordable housing.
- Concerns were raised about fairness in taxing individual owners compared to larger corporations.

### 5. **Desire for Local Input and Control:**

- Several respondents emphasized the importance of community input in decisions regarding STR regulations, suggesting options like neighborhood voting or notification of STR permits.

### 6. **Enforcement and Accountability:**

- There are concerns about the effectiveness of enforcement and the accountability of property owners and rental agencies in addressing complaints and violations.
- Calls for strict enforcement measures, including fines and penalties, were made to deter disruptive behavior and ensure compliance with regulations.

**7. General Sentiments:**

- Some respondents feel that STR regulations should not overly restrict property owners' rights, while others prioritize neighborhood peace and safety over individual property rights.
- Concerns were raised about the potential negative impact of STRs on the character and quality of life in residential neighborhoods.

## ORDINANCE NO. 2024-07

## AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ESTABLISHING SHORT-TERM RENTAL REGULATIONS AND TRANSIENT OCCUPANCY TAX PROVISIONS FOR THE COLLECTION OF SHORT-TERM RENTAL REVENUE

WHEREAS, the City of Escondido ("City") has experienced an increase in the number of residential properties being used as short-term rentals; and

WHEREAS, short-term rentals properties and units are not explicitly addressed or regulated in the Escondido Municipal Code; and

WHEREAS, the City is informed and believes there are approximately 181 registered short-term rentals in the City's jurisdiction; and

WHEREAS, the City has received complaints related to the operation of short-term rentals in residential neighborhoods, including complaints concerning excessive occupants, noise, reduction of street parking, and increased trash; and

WHEREAS, City staff desires to minimize the adverse impacts short-term rentals may have on surrounding residential properties and neighborhoods through the implementation of a program of administration and enforcement; and

WHEREAS, in September 2022, City staff was directed to go out to bid through a request for proposal and selected Granicus, LLC to help assess the current market and create a municipal code related to short-term rentals; and

WHEREAS, in an effort to collect robust community feedback, the City launched the Engage Escondido webpage with a survey on short-term rentals; and

WHEREAS, City staff has been before the Economic Development Subcommittee on various occasions for feedback and policy discussion, as well as taking in public comment; and

WHEREAS, on March 26, 2024, City staff presented a draft short-term rental ordinance to the City of Escondido Planning Commission for feedback on the land-use components of the program; and

WHEREAS, the City desires and finds that it is in the best interests of the public to establish the Short-Term Rental requirements in Chapter 16, Article 8, of the Escondido Municipal Code to allow short-term rentals to operate within the City and regulate the processes, procedures, administration and enforcement for the short-term rental pilot program; and

WHEREAS, the City desires and finds that it is in the best interests of the City to amend Escondido Municipal Code Chapter 25 (Taxation), Article 4, for the collection of Transient Occupancy Tax related to the Short-Term Rental properties and units.

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

SECTION 1: That the above recitations are true.

SECTION 2: 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 3. The City Council has 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 current staff report dated December 4, 2024, which along with their attachments are incorporated herein by this reference as though full set forth herein; and
- d. Additional information submitted during the Public Hearing.

SECTION 4. Upon consideration of Chapter 16, Licenses and Business Regulations Generally, Article 8, Short-Term Rentals, Sections 16.8.010 through 16.8.140, inclusive, and Chapter 25, Taxation, Article 4, Transient Occupancy Tax, Sections 25-75 through 25-94, inclusive, attached herein as Exhibit "A" and Exhibit "B" respectively, and incorporated herein by reference as through fully set forth, the City Council desires at this time and deems it to be in the best public interest to adopt and enact the Short-Term Rental Requirements provided for in Exhibit "A" and amendments to Transient Occupancy Tax collection provided for in Exhibit "B".

SECTION 5. SEVERABILITY. 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 6. ENVIRONMENTAL REVIEW. The adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA"), Public Resources Code § 21000, *et seq.*

SECTION 7. As of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 8. The City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation for the City of Escondido.



## ARTICLE 4. TRANSIENT OCCUPANCY TAX

(All Content Displayed)

- Sec. 25-75. Definitions.*
- Sec. 25-76. Tax administrator's regulations.*
- Sec. 25-77. Transient occupancy registration certificate.*
- Sec. 25-78. Tax rate; collection; payment.*
- Sec. 25-79. Operator duties.*
- Sec. 25-80. Reporting, remitting tax.*
- Sec. 25-81. Violations.*
- Sec. 25-82. Penalties.*
- Sec. 25-83. Remedies cumulative.*
- Sec. 25-84. Tax assessment; hearing.*
- Sec. 25-85. Appeal; payment under protest.*
- Sec. 25-86. Registration certificate revocation.*
- Sec. 25-87. Records retention; inspection; cost recovery.*
- Sec. 25-88. Refunds.*
- Sec. 25-89. Actions to collect taxes and enforcement of liens.*
- Sec. 25-90. Business termination.*
- Sec. 25-91. Duty of successor of operator.*
- Sec. 25-92. Confidentiality.*
- Sec. 25-93. Notice.*
- Sec. 25-94. Severability.*

### Sec. 25-75. Definitions.

The following definitions are applicable to this article:

*Transient Lodging* shall mean any structure, or any portion of any structure, which is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes, and includes **any hotel, short-term rental**, inn, tourist home or house, motel, studio, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home or house trailer at a fixed location or other similar structure or portion thereof. "*Transient lodging*" does not mean any hospital, convalescent home or sanitarium.

*Occupancy* shall mean the use or possession or the right to the use or possession of any room or rooms or portion thereof in any *transient lodging* for dwelling, lodging or sleeping purposes.

*Operator* shall mean the person who is proprietor of the *transient lodging*, whether in the capacity of owner, lessee, sublessee, mortgagee in possession, licensee or any other capacity. "Operator" includes a managing agent, a resident manager, a resident agent or any other individual acting in a management capacity. Where the operator performs the function of booking or charging for a room through an agent of any type or character other than an employee, the agent shall also be deemed an operator for the purposes of this article and shall have the same duties and liabilities as the principal.

*Person* shall mean any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate or any other group or combination acting as a unit.

*Qualifying rental agreement* shall mean and is limited to a written contract signed by both the operator and tenant, legally enforceable by either party, for a rental period of not less than thirty-one (31) consecutive days. "Qualifying rental agreement" shall expressly exclude: (1) any agreement regardless of length of the rental term that may be terminated for any reason by either party or by mutual consent prior to the thirty-first (31st) consecutive day of the tenancy; or (2) any agreement that would constitute a violation of law. Any person who has a written agreement with the operator, entered into within the first thirty (30) days of the person's occupancy, that states that the person will stay for more than thirty (30) consecutive calendar days, must pay TOT for the first thirty (30) days of the person's stay in accordance with this chapter.

*Rent* shall mean the consideration charged to the transient, whether or not received, for the occupancy of space in transient lodging, valued in money, whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits and property and services of any kind or nature, without any deduction therefrom whatsoever and any: (1) unrefunded advance rental deposits; or (2) separate charges levied for items or services which are part of such occupancy including, but not limited to, furniture, fixtures, appliances, linens, towels, non-coin-operated safes, energy surcharges and maid service. Charges for parking to guests are considered to be part of the room rent in computing the charges subject to the occupancy tax. Charges for products or services that are subject to tax under sales and use tax laws, such as food or beverages, will not be subject to the occupancy tax.

*Successor to operator* shall mean any person who acquires the right to operate *transient lodging* from a preceding operator, by whatever means, including purchase, foreclosure, operation of lease, or by any other means. A transfer of an ownership or management interest in transient lodging, wherein the facility continues to operate as such, either continuously or for business interruption not exceeding thirty (30) days, shall constitute a succession for purposes of this article.

*Tax administrator* shall mean the City of Escondido's director of finance.

*Transient* shall mean any person who exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license or other agreement for a period of thirty (30) consecutive calendar days or less, counting portions of calendar days as full days. Any such person so occupying space in *transient lodging* shall be deemed to be a transient until thirty (30) consecutive days have expired or until such date that a person has entered into a qualifying rental agreement.

*Transient occupancy registration certificate* shall mean the form provided by the tax administrator authorizing an operator to collect transient occupancy tax on behalf of the City of Escondido. (Ord. No. 2012-19, § 1, 12-12-12; Ord. No. 2021-07, § 6, 8-11-21)

## **Sec. 25-76. Tax administrator’s regulations.**

The tax administrator may promulgate reasonable rules, interpretations and regulations to implement and enforce the provisions of this article. (Ord. No. 2012-19, § 1, 12-12-12)

## **Sec. 25-77. Transient occupancy registration certificate.**

(a) Before commencing business or following a change in *transient lodging* ownership, each operator renting to transients shall register with the tax administrator and shall obtain a transient occupancy registration certificate. The certificate shall at all times be posted in a public visible place on the premises such that transients may read the certificate during the registration process.

(b) The certificate shall, among other things, state the following:

(1) The name of the operator;

(2) The *transient lodging* address;

(3) The date upon which the certificate was issued.

(c) A transient occupancy registration certificate signifies that the operator understands the requirements of this article, has registered with the tax administrator for the purpose of collecting transient occupancy tax and acknowledges the procedures for remitting such tax to the tax administrator each month. The certificate is not assignable and is nontransferable and shall be surrendered immediately to the tax collector upon cessation of business at the location named or upon the sale or transfer of the business or the real property on which the business is located.

(d) A transient occupancy registration certificate does not authorize any person to conduct any unlawful business, to conduct any lawful business in an unlawful manner, or to operate *transient lodging* without strictly complying with all local applicable laws.

(e) To insure compliance with transient occupancy tax payment requirements, the tax administrator may require a security deposit, equal to one month's estimated transient occupancy tax, from a new operator before issuing a transient occupancy registration certificate. The tax administrator may release the security deposit following twelve (12) months of timely remittance of all required transient occupancy tax and associated returns. (Ord. No. 2012-19, § 1, 12-12-12)

## **Sec. 25-78. Tax rate; collection; payment.**

(a) For the privilege of occupancy in any transient lodging, each transient is subject to and shall pay a transient occupancy tax in the amount of ten (10) percent of the rent charged by the operator. The tax imposed pursuant to this article constitutes a tax owed by each transient to the city which is extinguished only by payment to the operator at the time the rent is paid or to the city. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment.

(b) A person who begins occupancy in any *transient lodging* as a transient and later signs a qualifying rental agreement owes the transient occupancy tax for each day of occupancy prior to the effective date of the qualifying rental agreement. (Ord. No. 2012-19, § 1, 12-12-12)

## **Sec. 25-79. Operator duties.**

(a) All taxes collected by an operator shall be held in trust for the City of Escondido until submitted to the tax administrator. An operator shall maintain records as required by the tax administrator to ensure the proper amount of tax is collected and remitted. An operator shall not commingle any funds from personal or other business sources with financial accounts containing *transient lodging* income.

(b) Each operator shall collect the tax imposed by this article at the same time as the rent is collected from every transient. The amount of tax shall be separately stated from the amount of the rent charged and the operator shall maintain records documenting every occupancy whether transient or not. A qualifying rental agreement shall document every non-transient occupancy. Each transient shall receive a receipt for the tax payment from the operator and the operator shall maintain a duplicate receipt in accordance with this article.

(c) If the operator collects the rent but fails to collect the transient occupancy tax for any reason, the operator shall pay the transient occupancy tax.

(d) No operator of *transient lodging* shall advertise or state in any manner, whether directly or indirectly, that the tax or any part thereof will be assumed or absorbed by the operator, or that it will not be added to the rent, or that, if added, any part will be refunded except in the manner hereinafter provided.

(e) An operator who collects transient occupancy taxes and fails to remit the taxes collected pursuant to this chapter may be subject to prosecution under section 424 of the Penal Code of the State of California. (Ord. No. 2012-19, § 1, 12-12-12)

## Sec. 25-80. Reporting, remitting tax.

(a) All operators shall remit monthly the full amount of taxes collected for transient occupancies for the preceding month along with the required transient occupancy tax return on a form approved by the tax administrator.

(b) Taxes remitted shall include the appropriate tax return form and must be actually received by the tax administrator on or before the last day of the month that follows the reporting month; otherwise the taxes are delinquent and subject to the penalties authorized by section 25-82. When City Hall is closed on the last day of the month, the tax submission deadline shall be extended to the next business day.

(c) Upon cessation of business or change in ownership, all tax due and the associated tax return shall be immediately remitted to the tax administrator.

(d) When required by the tax administrator to protect the funds held in trust, the operator shall submit tax returns and payments at an increased frequency. The tax administrator may also order the operator to segregate transient occupancy taxes collected into a separate trust account maintained on behalf of the City of Escondido in a financial institution acceptable to the tax administrator. (Ord. No. 2012-19, § 1, 12-12-12)

## Sec. 25-81. Violations.

(a) The purpose of this article is to regulate the collection of taxes collected by operators and held in trust for the City of Escondido. Violation of any provision of this article shall be treated as a strict liability offense. Any operator or other person violating any of the provisions of this article shall be guilty of a misdemeanor and shall be punishable therefor as provided by Escondido Municipal Code section 1-13.

(b) It is unlawful to operate any *transient lodging* without a transient occupancy registration certificate.

(c) It is unlawful for any operator to fail to collect transient occupancy taxes as required by this article.

(d) It is unlawful to fail to remit the transient occupancy taxes collected or owed on the date due to the City of Escondido.

(e) It is unlawful to fail to submit the required transient occupancy tax return on the date due to the City of Escondido.

(f) It is unlawful for any operator to make, render, sign or verify any report related to transient occupancy tax collection or to make any false or fraudulent report or claim.

(g) It is unlawful to fail to retain records related to the transient occupancy tax collection or amount due as required by this article.

(h) It is unlawful to refuse to provide or allow timely access to required transient occupancy tax records after a lawful demand by the tax administrator.

(i) It shall not be a defense to violations of this article that the operator had forwarded any return due or tax collected to its principal or corporate headquarters, nor that any failure to file or remit taxes was based on the direction or inaction of such principal or corporate headquarters. (Ord. No. 2012-19, § 1, 12-12-12)

## **Sec. 25-82. Penalties.**

(a) Delinquency. An operator who fails to fully remit the tax due and the associated tax return by the due date shall pay a penalty equal to ten (10) percent of the amount of the tax. The penalty is due on the first day the tax remittance is delinquent.

(b) Continued Delinquency. Any Operator who fails to remit any delinquent remittance on or before a period of thirty (30) days following the date on which the remittance first became delinquent, shall pay an additional delinquency penalty of ten (10) percent of the amount of the tax due for each delinquent month, or portion thereof, in addition to the amount of the tax and the ten (10) percent penalty first imposed. Such penalty shall not accrue to more than one hundred (100) percent of the tax.

(c) Interest. In addition to the penalties imposed and upon demand of the tax administrator, an operator who fails to remit any tax collected or owed, including any merged penalties and prior interest, imposed by this article shall pay interest on the amount owed from the date on which the remittance first became delinquent. The annual interest rate shall be seven (7) percent.

(d) Merger. Every penalty imposed, any interest accrued and any assessment made under the provisions of this article shall immediately become a part of the tax herein required to be paid.

(e) Fraud. If the tax administrator determines that the nonpayment of any remittance due under this article is due to fraud, an additional penalty of twenty-five (25) percent of the amount of the tax shall be added thereto in addition to any mandatory penalties.

(f) Relief from Penalties. Upon showing of good cause and when in the public interest, the tax administrator may waive penalties assessed pursuant to this article. (Ord. No. 2012-19, § 1, 12-12-12)

### **Sec. 25-83. Remedies cumulative.**

All remedies prescribed by this article or any other provisions of law and the use of one or more remedies by the city shall not bar the use of any other remedy for the purpose of enforcing the provisions of this chapter. (Ord. No. 2012-19, § 1, 12-12-12)

### **Sec. 25-84. Tax assessment; hearing.**

(a) If any operator shall fail to collect or remit the required transient occupancy tax or any completed report required by this article, the tax administrator shall obtain facts and information upon which to base the assessment of the tax imposed by this article and owed to the City of Escondido. The tax administrator shall give a notice of the amount so assessed including penalties and interest via first class mail to the address provided on the transient occupancy registration certificate. In no manner does this assessment excuse the operator from the requirement to submit the actual amount of tax collected and the associated tax return for the assessment period.

(b) Following receipt of an assessment, the operator may, within seven (7) days of the postmarked notice date, make application in writing to the tax administrator for a hearing to dispute the amount assessed. If a complete application by the operator for a hearing is not made within the time provided; the tax, penalties and interest determined by the tax administrator shall become immediately due and payable.

(1) Upon completed application, the tax administrator shall promptly schedule a hearing and provide notice to the operator to show cause at a time and place fixed in said notice why said amount specified therein should not be fixed for such tax, penalties, and interest.

(2) The operator may appear and offer evidence why such specified tax, interest and penalties should not be so fixed. After such hearing, the hearing officer shall determine the proper tax to be remitted and shall thereafter give written notice to the person in the manner prescribed herein of such determination and the amount of such tax, interest and penalties. The amount determined to be due shall be payable immediately.

(c) Payment of all tax, penalties, interest and the submission of the associated tax returns are required conditions precedent to seeking administrative review of any liability related to the provisions of this article and shall accompany any application for a hearing.

(d) If the operator succeeds at an assessment hearing, the city shall promptly refund any overpayment of transient occupancy tax, penalty and interest. (Ord. No. 2012-19, § 1, 12-12-12)

### **Sec. 25-85. Appeal; payment under protest.**

(a) An operator may appeal any hearing decision to the city manager by filing a notice of appeal with the city clerk within seven (7) days of the hearing decision. Payment of all tax, interest and penalties is a required condition precedent to seeking administrative or judicial review of any liability related to the provisions of this article.

(b) The city manager shall appoint an appeal hearing officer and shall fix a time and place for hearing such appeal, and the city clerk shall give notice in writing to such operator at the address provided on the transient registration occupancy certificate. The findings of the appeal hearing officer shall be final and conclusive and shall be served upon the appellant in the manner prescribed above for service of notice of hearing.

(c) No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the city or an officer thereof, to prevent or enjoin the collection of taxes sought to be collected pursuant to this chapter and payment of all tax, interest and penalties shall be required as a condition precedent to seeking judicial review of any tax liability.

(d) If the operator succeeds following an appeal hearing, the city shall promptly refund any overpayment of transient occupancy tax, penalty and interest. (Ord. No. 2012-19, § 1, 12-12-12)

### **Sec. 25-86. Registration certificate revocation.**

(a) If an operator is delinquent more than one time in any twelve (12) month period or fails to comply with any regulation authorized by this article, the tax administrator may order a security deposit or may revoke the operator's transient occupancy registration certificate.

(1) The tax administrator shall give the operator written notice of the revocation of the registration certificate.

(2) The operator may request a hearing or appeal by following the same procedures as outlined in sections 25-84 and 25-85.



(b) The tax administrator shall not issue a new registration certificate after a revocation until satisfied that the operator will comply with the provisions of this chapter relating to the occupancy tax and regulations of the tax administrator.

(c) During any period of time during which a transient occupancy registration certificate has not been issued or revoked or otherwise not validly in effect, the tax administrator may require that the *transient lodging* be closed to transients. (Ord. No. 2012-19, § 1, 12-12-12)

## **Sec. 25-87. Records retention; inspection; cost recovery.**

(a) Records. It shall be the duty of every operator liable for the collection and payment to the city of any tax imposed by this article to keep and preserve, for a period of four (4) years, all records as may be necessary to determine the amount of such tax as he or she may have been liable for the collection of and payment to the city. An operator shall create and retain financial records that account for all *transient lodging* bank deposits and all receipts that explain any discrepancies between gross *transient lodging* income and rent income that is subject to the transient occupancy tax. Further an operator shall create and retain records to allow reconciliation between income reported on state or federal tax returns with rent income reported on transient occupancy tax returns. The tax administrator and authorized agents shall have the right to inspect at all reasonable times and to apply auditing procedures necessary to determine the amount of tax due to the city.

(b) Inspection. It shall be the duty of every operator responsible for the collection of transient occupancy taxes to cooperate with any lawful records inspection. The tax administrator and authorized agents in the exercise of duties imposed by this article shall have the right to inspect such records at all reasonable times and to apply auditing procedures necessary to determine the amount of tax due to the city. Access to all transient occupancy tax records, including qualified rental agreements, shall be made available within one business day of a lawful demand.

(c) Travel. If the tax administrator or designate agent must travel beyond the City of Escondido city limits to conduct a records inspection or audit pursuant to this article, the tax administrator shall assess the transient occupancy tax operator for any additional costs incurred as a result of performing the audit outside of the City of Escondido. Before incurring travel related costs, the tax administrator shall notify the operator and allow a reasonable opportunity for the operator to produce the records within the city.

(d) Audit Deficiency. If, upon audit or records inspection by the city, an operator is found to be deficient in his or her return or his or her remittance, or both, the tax administrator shall immediately invoice the operator for the amount of the net deficiency plus a penalty of ten (10) percent of the net deficiency. Failure to pay the deficiency and penalty shall subject the amount owed to the penalty, interest, hearing and appeal procedures provided in this article.

(e) Cost Recovery.

(1) In addition to the penalties and interest provided in this section, the operator shall reimburse the city for the cost an audit or records inspection if an audit or inspection identifies a five (5) percent or greater discrepancy between the amount of annual transient occupancy tax due to the city and the amount paid by the operator. Such reimbursement shall be paid by the operator within thirty (30) days of the date the city notifies the operator in writing of the amount of city's costs.

(2) If any operator shall fail or refuse to collect the tax required by this chapter or fail to provide, within the time provided in this article, any report and remittance of said tax, of any portion thereof, required by this article, the tax administrator may order an inspection of the records of the operator to determine the proper amount of any tax owed. The entire cost of the inspection shall be assessed against the operator.

(3) Any discrepancy between state or federal tax records or gross *transient lodging* receipts and rent income reported on transient occupancy tax returns or the lack of adequate records to explain any discrepancy shall result in the operator reimbursing the city for the cost of the audit, in addition to any tax, penalties or interest that may be owed.

(f) Failure to reimburse the city for audit or inspection related expenses may result in revocation of the operator's transient occupancy registration certificate. (Ord. No. 2012-19, § 1, 12-12-12)

## **Sec. 25-88. Refunds.**

(a) Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once or has been erroneously or illegally collected or received by the city under this article, it may be refunded as provided in subsections (b) and (c) of this section provided a claim in writing therefor, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the tax administrator within three (3) years of the date of payment. The claim shall be on forms furnished by the tax administrator.

(b) An operator may claim a refund or take as credit against taxes collected and remitted the amount overpaid, paid more than once or erroneously or illegally collected or received when it is established in a manner prescribed by the tax administrator that the person from whom the tax has been collected was not a transient; provided, however, that neither a refund nor a credit shall be allowed unless the amount of the tax so collected has either been refunded to the transient or credited to rent subsequently payable by the transient to the operator.

(c) A transient may obtain a refund of taxes overpaid or paid more than once or erroneously or illegally collected or received by the city by filing a claim in the manner provided in subsection (a) of this section, but only when the tax was paid by the transient directly to the tax administrator, or when the transient having paid the tax to the operator, establishes to the satisfaction of the tax administrator that the transient has been unable to obtain a refund from the operator who collected the tax.

(d) No refund shall be paid under the provisions of this section unless the claimant establishes his or her right thereto by written records showing entitlement thereto. (Ord. No. 2012-19, § 1, 12-12-12)

## **Sec. 25-89. Actions to collect taxes and enforcement of liens.**

(a) **Actions.** Any tax required to be paid by any transient under the provisions of this article shall be deemed a debt owed by the transient to the city. Any tax collected by an operator which has not been paid to the city shall be deemed funds held in trust for the account of the city which are due and payable by the operator to the city pursuant to the provisions of this article. Any person, including an operator, owing money to the city under the provisions of this article shall be liable to an action brought in the name of the city for the recovery of such amount, including applicable penalties and interest.

(b) **Recording of a Certificate of Lien.** If any amount required to be paid to the city under this article is not paid when due, the tax administrator may record in the office of the San Diego County recorder a certificate which specifies the amount of tax and penalties and interest due, the name and address of the operator liable for the same, a statement that the tax administrator has complied with all provisions of this article in the determination of the amount required to be paid and a legal description of the real property owned by the operator. From the time of the recording of the certificate, the amount required to be paid together with penalties and interest, constitutes a lien upon all the real property in the county owned by the operator or thereafter acquired before the lien expires. The lien has the force, effect and priority of a judgment lien and shall continue for ten (10) years from the filing of the certificate unless sooner released or otherwise discharged.

(c) **Warrant for Collection of Tax.** At any time within three (3) years after the recording of a certificate of lien under subsection (b) of this section, the tax administrator may issue a warrant directed to any sheriff or marshal for the enforcement of the lien and the collection of any tax and penalties required to be paid to the city under this article. The warrant shall have the same effect as a writ of execution, and be executed in the same manner and with the same effect as a levy and sale pursuant to a writ of execution. The tax administrator may pay or advance to the sheriff or marshal such fees, commissions and expenses for services as are provided by law for similar services pursuant to a writ of execution.

(d) **Seizure and Sale.** In lieu of issuing a warrant under subsection (c) of this section, at any time within the three (3) years after an assessment was issued or a certificate of lien was recorded under subsection (c) of this section, the tax administrator may collect the delinquent amount by seizing or causing to be seized any property, real or personal, of the operator and sell any noncash or nonnegotiable property or a sufficient part of it at public auction to pay the amount of tax due together with any penalties and any cost incurred on account of the seizure and sale. Any seizure made to collect taxes due shall only be of property of the operator not exempt from execution under the provisions of the Code of Civil Procedure.

(e) **Notice of Provisions for Seizure.** Prior to seizure of the transient occupancy tax renting occupancy to transients, the tax administrator shall give a notice of such proposed action, which will include the amount

assessed, by serving the notice personally or by depositing it in the United States mail, postage prepaid, addressed to the operator assessed at his or her last known place of address, provided such operator is still the operator of record of such transient occupancy tax. Such operator may, within ten (10) days after the serving or mailing of such notice, make application in writing to the tax administrator for a hearing on the proposed seizure. The city manager shall appoint an independent hearing officer. If application by the operator for a hearing is not made within the time prescribed, the tax administrator may seize the transient occupancy tax as soon as practicable, but no earlier than the eleventh (11th) day after mailing the notice. If such application is made, the tax administrator shall give not less than five (5) days' written notice in the manner herein to the operator to show cause at a time and place fixed in said notice why said seizure should not take place. At such hearing, the operator may appear and offer evidence only as to why such seizure is not an appropriate remedy for the delinquency. After such hearing, the tax administrator shall make a determination concerning the seizure and shall thereafter give written notice to the operator in the manner prescribed herein of such determination and the proposed date of seizure, if any. Such seizure shall not be earlier than five (5) days from the date of the notice of the determination of seizure. Within five (5) days from the date of the notice, an appeal may be taken as provided in section 25-85, provided that such appeal is only taken for the determination concerning the seizure and not concerning the amount of the assessment.

(f) Any person owing money to the city under the provisions of the chapter shall be liable to an action brought in the name of the city for the recovery of such amount plus attorneys' fees and costs. (Ord. No. 2012-19, § 1, 12-12-12)

## **Sec. 25-90. Business termination.**

(a) Change of Ownership. An operator who is transferring, selling, terminating its business or who has received any legal notice that could impact the operator's interest in the property shall immediately notify the tax administrator in written form. The operator shall, at the same time, notify the successor to operator of their responsibility for any unpaid collected taxes. The operator shall further certify in writing to the tax administrator that the operator has provided a copy of this article to the successor to operator.

(b) Cessation of Business. Upon change of ownership or cessation of business, all transient occupancy taxes collected are due, though penalties shall not accrue until the first day of the following month. The operator shall immediately file the tax return for the last reporting period. After filing the final return and remitting the balance due, the operator shall make his or her records of account available for a closeout inspection by the tax administrator or authorized agent. (Ord. No. 2012-19, § 1, 12-12-12)

## **Sec. 25-91. Duty of successor of operator.**

(a) A successor to operator shall promptly notify the tax administrator of a change in ownership or operator. For property sales, the successor to operator shall notify the tax administrator of the date of sale

immediately and shall withhold a sufficient portion of the purchase price to equal the amount of such tax obligations as directed by the tax administrator. If the operator does not remit all transient occupancy taxes collected or owed, the successor to operator shall deposit the withheld amount with the tax administrator.

(b) If the successor of operator fails to withhold a portion of the purchase price as required, it shall be responsible to the city for the payment of the amount required to be withheld. The tax administrator may withhold issuance of a transient occupancy registration certificate to the successor to operator until the operator's transient occupancy tax obligations have been cleared.

(c) A successor to operator may request a tax clearance certificate from the tax administrator and the tax administrator may charge an administrative fee to cover the costs in issuing the certificate pursuant to the California Revenue and Tax Code section 7283.5. (Ord. No. 2012-19, § 1, 12-12-12)

## **Sec. 25-92. Confidentiality.**

(a) Returns filed with the city pursuant to this chapter, and information regarding the amount of gross receipts, adjustments, credits, over collections, tax, penalty and interest, are confidential records.

(b) No person having an administrative duty under this chapter shall make known in any manner whatever the business affairs, operations, or information obtained by an investigation or audit of the records of any operator or any other person visited or examined in the discharge of official duty, or the amount or source of income, profits, losses, expenditures, of the operator, set forth or to knowingly permit any return or any abstract, or copy of the return to be seen or examined by any person, except this section shall not apply to any disclosures made in connection with any hearing, appeal, or any civil action or proceeding relating to the determination or recovery of the tax; any prosecution of any person for violation of any provision of this chapter; or any criminal or civil proceeding pertaining to the tax.

(c) This section shall not prohibit, nor be construed to prohibit, disclosure of statistical or cumulative information derived from tax returns, when the information disclosed does not identify or relate to any particular operator nor be construed to prohibit, any disclosure of tax returns or information when disclosure is compelled by an order of court or other judicial process. (Ord. No. 2012-19, § 1, 12-12-12)

## **Sec. 25-93. Notice.**

Any notice required to be given pursuant to this chapter, shall be deemed given if personally served on the operator or the operator's representative, or if deposited in the United States mail, first class postage prepaid, and addressed to the operator at the address shown on the transient occupancy registration certificate. (Ord. No. 2012-19, § 1, 12-12-12)

**Sec. 25-94. Severability.**

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this article or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this article or any part thereof. The city council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional. (Ord. No. 2012-19, § 1, 12-12-12)

## Chapter 16

### Article 8 SHORT-TERM RENTALS

Escondido, California Municipal Code

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#### **Sec. 16-410 Title.**

This Article shall be referred to as the "Short-Term Rental Ordinance."

#### **Sec. 16-411 Purpose.**

The purpose of this article is to regulate privately-owned residential dwellings within the City used as Short-Term rental units, ensure that transient occupancy taxes (TOT) are paid and collected, and minimize the potential negative effects of Short-Term rental units on surrounding residential neighborhoods.

The City reserves the right to change the regulations provided in this article at any time, including discontinuing the issuance of Short-Term rental unit permits, notwithstanding any impacts to existing or future Short-Term permit holders. Anyone accepting a Short-Term rental unit permit pursuant to this article acknowledges and accepts that possibility.

#### **Sec. 16-412 Definitions.**

For the purposes of this article, the following words and phrases shall have the meaning ascribed to them by this section:

*(a) "Advertisement"* shall mean, in addition to the Advertisement definition described in Chapter 16.16.3, any online or Internet-based offer or solicitation of Short-Term rental activity.

*(b) "Apartment"* shall mean a rented room or set of rooms that is part of a multifamily building and is used as a place to live.

- (c) "Bedroom" shall mean a part or division of a residential building enclosed by walls, floor, and ceiling intended and designed for sleeping.
- (d) "Condominium" shall mean those residential units consisting of an undivided interest in common in a portion of real property coupled with a separate interest in a space called a unit, including those units governed by Article 49, Air Space Condominium and Community Apartment Projects of Chapter 33, Zoning of the Escondido Municipal Code.
- (e) "Guest" or "Transient" shall mean any person who exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license or other agreement for a period of thirty consecutive calendar days or less, counting portions of calendar days as full days. Any such person so occupying space in a home shall be deemed to be a transient until the period of thirty days has expired unless there is an agreement in writing between the host and the guest providing for a longer period of occupancy. In determining whether a person is a transient, uninterrupted periods of time extending both prior and subsequent to the effective date of the ordinance codified in this chapter may be considered.
- (f) "Host" shall mean an owner of a dwelling unit who rents such dwelling unit for transient occupancy.
- (g) "Hosting platform" shall mean a business or person that provides a means through which a host may offer a dwelling unit, or portion thereof, for home-sharing. A hosting platform is usually, though not necessarily, provided through an internet-based platform. It generally allows a property owner or tenant to advertise the dwelling unit through a website provided by the hosting platform and provides a means for potential guests to arrange Short-Term rentals, whether the guests pay rent directly to the host or to the hosting platform.
- (h) "Ineligible Units" Shall mean accessory dwelling units (ADUs) or junior accessory dwelling units (JADUs); units created utilizing an SB9 application; in inclusionary housing or other income-restricted housing units; or any other ineligibility based on state law
- (i) "Multi-family housing development" shall mean a building designed for multiple dwelling unit occupancy. Units in multi-family housing developments are not classified as single-unit attached structures.
- (j) "Responsible contact person" shall mean a person, either the Short-Term rental owner or their designee, who will be available twenty-four (24) hours per day to accept telephone calls regarding the Short-Term rental when occupied and who will have the duty to respond within one hour.
- (k) "Short-Term rental" shall mean all or any portion thereof of a residential dwelling unit which is advertised or held out to the public as a place regularly rented for dwelling, lodging or sleeping purposes to one party with a duration of occupancy of thirty (30) consecutive days or less. Hotels, motels, and other land uses explicitly defined and regulated in the Municipal Code separately from Short-Term rentals are not considered to be Short-Term rentals.
- (l) "Short-Term rental permit" shall mean a permit for a Short-Term rental unit.
- (m) "Transient occupancy tax" shall mean the tax levied by the City in accordance with Chapter 25 Article 4 of the Municipal Code. This tax is levied upon individuals or businesses engaged in the rental of sleeping accommodations to the public.



## Sec. 16-413 Permits required for operation.

- (a) A host must obtain the following types permits prior to advertising or renting any privately-owned residential dwelling to any transient for a period of (30) thirty consecutive days or less:
  - (1) An Escondido business license as required by Chapter 16 section 16-6 and 16-17;
  - (2) Short-Term rental permit as required by this article;
  - (3) Transient occupancy tax registration certificate as required by Chapter 25 section 25-77

## Sec. 16-414 Eligibility.

- (a) Short-Term rentals may be permitted in single-family detached, duplex, two-family, and three-family dwelling units, and townhomes.
- (b) Short-Term rentals may be permitted on properties with multiple dwelling units, Apartments, Condominiums with the following limitations:
  - (1) For multi-family housing developments of 2 to 50 units: 1 Short-Term rental permit;
  - (2) For multi-family housing developments of 51 to 99 units: 2 Short-Term rental permits;
  - (3) For multi-family housing developments of 100 units or more: 2% of total units or 5 Short-Term rental permits, whichever is fewer;
  - (4) A maximum of 25 Short-Term rental permits shall be issued citywide for units in multi-family housing developments. The City shall maintain a waiting list on a first-come, first-served basis if the number of Short-Term rental permit applications for units in multi-family housing developments exceeds 25;
  - (5) A Short-Term rental shall be included in calculating the total number of units for the purpose of determining allowable Short-Term rentals in a multifamily development. ADUs, inclusionary housing or any other unit that is precluded from being used as a Short-Term rental may not be counted toward the total allowable number of units.
- (c) The total number of Short-Term rental permits shall be limited to a maximum of 2 percent of the total housing units within the City of Escondido. The City or it's designee shall maintain a waiting list if the number of Short-Term rental applications exceeds this percentage.
- (d) No Short-Term rental permit shall be issued for any housing unit if the unit's parcel is;
  - (1) Within 500 feet of a parcel containing a school. Distances shall be measured from the closest property line of the school to the closest property line of the proposed Short-Term rental unit measured using the Escondido Geographic Information System.
- (e) Short-Term rentals shall not be permitted in Ineligible Units.
- (f) This article is not intended to allow any residential property owner to violate any private conditions, covenants, and restrictions applicable to the owner's property that may prohibit the owner from using their property as a Short-Term rental unit, as defined in this article.

## Sec. 16-415 Application and processing requirements.

- (a) Business Licenses. To apply for a business license, a property owner shall file an application with the City as provided for in Chapter 16 (Licenses) and obtain a transient occupancy registration certificate as required in Chapter 25 Article 4 (Transient Occupancy Tax).
- (b) Short-Term Rental Permit. To apply for a Short-Term rental permit, a property owner shall file an application on a form provided by the City including the following information:
  - (1) The name, address, valid email address, and telephone number of all owners of the subject Short-Term rental unit, and documentation showing proof of ownership;
  - (2) The address of the proposed Short-Term rental unit;
  - (3) The number of bedrooms and the applicable occupancy limit of the proposed Short-Term rental unit;
    - (A) The permitted occupancy for a Short-Term rental shall be two guests per bedroom plus two additional guests;
  - (4) The name, address, valid email address, and telephone number of the designated responsible contact person who will be available twenty-four (24) hours per day to accept telephone calls regarding the Short-Term rental when occupied with the ability to respond within one hour, if different than the owner;
  - (5) A signed acknowledgement by the applicant that:
    - (A) The Short-Term rental unit is legally permitted and meets the Fire and Building Code standards for a habitable unit;
    - (B) The space used for Short-Term rental meets or exceeds fire and life safety requirements, including installation of smoke and carbon monoxide detectors, and adequate means of egress;
    - (C) The City can examine all places of business in the City to ascertain whether the provisions of this chapter have been complied with, as described in Chapter 16 section 16-232;
    - (D) The host has valid insurance that explicitly covers Short-Term rental activity;
    - (E) The host shall adhere to the Short-Term rental regulations listed in this article;
    - (F) The unit being rented is not an Ineligible Unit
    - (G) Applicant will comply with all applicable state and local laws for sex offender required distances from sensitive sites;
  - (6) Signatures of all property owners.
- (c) A Short-Term rental permit application shall be accompanied by payment of an application processing fee established by resolution of the City Council.
- (d) Host shall provide written notice to the City within thirty (30) days of any:
  - (1) Change of contact information for property owner/host,
  - (2) Change in Responsible Contact Person,
  - (3) Change in Property layout or use, including but not limited to modifications to the number of bedrooms or common areas used for lodging, or (4) any other change in material fact pertaining to the information contained in the Short-Term rental permit or as outlined in Chapter 16 section 16-16 and 16-17.
- (e) A Short-Term rental permit shall not be issued or renewed if there are unresolved City code compliance cases, outstanding City fines or fees, or City liens on the property.

- (f) Short-Term rental permit renewals are subject to any intervening changes in this article and renewal shall be denied if the Short-Term rental no longer qualifies under the requirements of this article, unless specifically exempted therefrom.
- (g) The City will conduct an inspection of the Short-Term rental unit prior to issuing a new permit and prior to issuing any renewal permit, as described in Chapter 16 section 16-232.
- (h) A Short-Term rental permit application may be denied if the applicant has had a prior Short-Term rental permit suspended or revoked, or if, under a prior Short-Term rental permit, the host violated any of the Short-Term rental regulations listed in this article.
- (i) Appeals of permitting decisions shall be done in accordance with Chapter 16 Article 5.

### **Sec. 16-416 Expiration and renewal.**

- (a) A Short-Term rental permit is valid for the same duration as the associated business license. It may not be transferred, does not run with the land, and is valid only at the original Short-Term rental site. The Short-Term rental permit shall automatically expire upon sale or transfer of the property. No transient occupancy registration may be assigned, transferred, or loaned to any other person or entity.
- (b) A Short-Term rental permit may be renewed if the host meets the following renewal requirements:
  - (1) The host shall file an application for renewal of the Short-Term rental permit before the permit's expiration. This application must include all information required by Section 16-415(b) of this article.
  - (2) Payment of permit renewal fees and all required transient occupancy tax remittance associated with the Short-Term rental. The host shall submit such information concerning the Short-Term rental activity as may be required to enable the Finance Department to verify the amount of tax paid;
  - (3) Does not have any outstanding violations pertaining to this article;
  - (4) Documents and provides any changes that have occurred to the information on the current Short-Term rental permit.
- (c) If a host fails to file a renewal application at least 30 days prior to the expiration of their permit, the host may be placed on a wait list for available permits. Only current permits may be renewed. The City will not provide reminders to hosts of an upcoming expiration and it is the host's sole responsibility to maintain a current permit at all times during the operation of the Short-Term rental unit.

### **Sec. 16-417 Operational requirements.**

- (a) While a Short-Term rental unit is rented, the host or the Responsible Contact Person shall be available twenty-four (24) hours a day, seven (7) days a week for the purpose of responding within one (1) hour to complaints regarding the condition, operation, or conduct of occupants or guests of the Short-Term rental unit.
  - (1) Upon notification that any occupant and/or guest of the Short-Term rental unit has created a loud and unruly noise or disturbances, engaged in disorderly conduct, or committed violations of any applicable law, rule or regulation pertaining to the use and occupancy of the subject Short-Term rental unit, the host or designated Responsible Contact Person shall promptly respond within one (1) hour in an

appropriate manner to immediately halt or prevent a recurrence of such conduct by any occupants and/or guests.

- (2) Failure of the host or Responsible Contact person to respond to calls or complaints regarding the condition, operation, or conduct of occupants and/or guests of the Short-Term rental unit within one (1) hour and in an appropriate manner shall render the host subject to all administrative, legal and equitable remedies available to the City, up to and including Short-Term rental permit revocation or suspension per the provisions of Chapter 16 Article 6.
  - (3) No person shall advertise, undertake, maintain, authorize, book, or facilitate any renting to guests in a manner that does not comply with this article.
- (b) No person shall advertise, undertake, maintain, or authorize any Short-Term rental without a City-issued Short-Term rental permit number depicted in a visible location on the advertisement, including any listing on a hosting platform.
  - (c) A Short-Term rental unit shall not be advertised for or used by more than two guests per bedroom plus two additional guests at one time. If the Short-Term rental permit limits occupancy to a number less than that calculated pursuant to this section, the limit in the permit shall govern.
  - (d) Short-Term rentals shall be limited to one booking per property per day. A booking may consist of the Short-Term rental of one or more bedrooms in the home or the Short-Term rental of the entire home. A Short-Term rental may operate in conjunction with the rental of the remaining area of an entire dwelling unit for periods of more than thirty (30) consecutive days, provided all other conditions required by this article are met.
  - (e) Short-Term Rental guests shall use only the on-site parking spaces associated with the unit approved for Short-Term Rentals.
  - (f) A Short-Term rental shall not adversely affect the residential character of the surrounding neighborhood nor shall the use generate noise in excess of the City's noise ordinance, vibration, glare, odors, traffic, parking congestion, or loud or unruly gatherings that interfere with any person's enjoyment of their residence. The Short-Term rental activity shall comply with all provisions of the Escondido Municipal Code, including, but not limited to Chapter 17 Article 12 (Noise) and Chapter 6 Article 20 (Property Maintenance.)
  - (g) A Short-Term rental shall not change the residential character of the outside appearance of the residence, either by the use of colors, materials, lighting, signage except as defined in Section (I), or any advertising mechanism.
  - (h) A Short-Term rental shall provide for adequate waste, recycling, and organics containers as defined in Chapter 14 Section 2.2 (Solid Waste and Recycling Containers) along with proper storage of said containers per the performance standards provided in Chapter 33 Section 33-113 (Residential Zones).
  - (i) A Short-Term rental shall only be used for overnight lodging. Events and large gatherings of people who cannot occupy the Short-Term rental pursuant to the limitations in section 16-415(b) (3) including, but not limited to, weddings, banquets, and personal or corporate events, are prohibited as part of the Short-Term rental use. The dwelling shall not be advertised or rented for the sole purpose of accommodating such uses.
  - (j) No person shall offer as a separate Short-Term rental any property or portion of property not approved for residential use, including, but not limited to, a vehicle parked on the property, a storage shed, trailer, garage, any temporary structure such as a tent.

- (k) Upon issuance of a Short-Term rental permit, the City will mail a copy of the information described in Sec. 16-417 (l) to all properties adjoining the parcel of the Short-Term rental unit as determined by the Escondido Geographic Information System.
- (l) The following information shall be posted in a conspicuous location within the Short-Term rental unit:
  - (1) The Short-Term rental permit number;
  - (2) The name and contact information for the host and/or designated responsible contact person;
  - (3) The maximum number of overnight occupants;
  - (4) Applicable rules and schedules for trash storage and pickup, noise, and parking;
  - (5) Local emergency information;
  - (6) Contact information for the City's Code Compliance Division and Police Department.
- (m) All Short-Term rental owners shall comply with the provisions of any city, county, state, or federal disaster or emergency orders.
- (n) Unless otherwise provided in this chapter, the host shall comply with all provisions of Chapter 25 Article 4 of the Escondido Municipal Code concerning TOT, including, but not limited to, collecting, remitting, and recording relevant taxes.

## **Sec. 16-418 Recordkeeping duties.**

The host shall maintain for a period of four years records in such form as the tax administrator (as defined in, and required by, Chapter 25 article 4) may require to determine the amount of TOT owed to the City. The tax administrator shall have the right to inspect such records at all reasonable times. (Chapter 25. Section 25-87). Such records shall be maintained at the host's premises or shall be available for delivery to the tax administrator within one business day after request. (Chapter 25 section 25-87(b)).

## **Sec. 16-419 Violations.**

- (a) It shall be a public nuisance for any person to commit, cause or maintain a violation of this article, which shall be subject to the provisions of Chapter 17 article 12 (Noise) and Chapter 6 article 20 (Property Maintenance.)
- (b) As described in Chapter 16 article 6, the City may issue a notice of violation to any occupant, owner(s) or operator, pursuant to this article, if there is any violation of this article committed, caused or maintained by any of the above parties. The City may:
  - (1) Suspend or revoke any license issued under the provisions of this article upon information that any of the provisions of this article, or any other ordinance or statute, is being violated by the license holder.
- (d) Unless otherwise provided herein, any person convicted of an infraction shall, for each separate violation of this article be subject to:

- (1) A fine in an amount not to exceed one thousand dollars (\$1,000) for a first conviction of an offense;

- (2) A fine in an amount not to exceed three thousand dollars (\$3,000) for a second conviction of the same offense within a twelve-month period of the date of the first offense; and
  - (3) A fine in an amount not to exceed five thousand dollars (\$5,000) for the third conviction of the same offense within a twelve-month period of the date of the first offense. The City may issue an administrative citation to any host, occupant, owner(s) or operator, pursuant to the provisions set forth in Chapter 1A (Administrative Remedies), including, but not limited to, the imposition of any and all civil and/or criminal penalties set forth therein if there is any violation of this chapter committed, caused or maintained by any of the above parties.
- (e) The City may pursue any remedy, citation, fee, or fine for any violation related to the collection, documentation, and remittance of all relevant taxes as outlined in Chapter 25 article 4 (Transient Occupancy Tax)
- (f) Each and every day on which a violation occurs shall be deemed to be a separate violation. Multiple incidents in one day may be pursued by the City as separate violations.
- (g) The following violations may result in either the immediate revocation of a Short-Term rental permit and any affiliated licenses and/or denial of future Short-Term rental permits:
- (1) Operation without required licenses, permits, or certificates;
  - (2) Failure to include a valid Short-Term rental permit number in Advertisements;
  - (3) Advertising an occupancy greater than the permitted number of guests;
  - (4) Intentionally misrepresenting any material fact in procuring the license or permit;
  - (5) Use of any Ineligible Unit for Short-Term rental activity;
  - (6) Failure to remit TOT or other taxes;
  - (7) Three or more violations of the operational requirements of this article other than those listed above, but including those relating to Chapter 17 Article 12 (Noise) and Chapter 6 Article 20 (Property Maintenance) in a license year.
- (h) The remedies provided in this section are not exclusive, and nothing in this chapter shall preclude the use or application of any other remedies, penalties, or procedures established by law. The City may pursue any other administrative or judicial legal remedies available, including, but not limited to, civil injunctions, license revocations, and civil penalties for violations of this chapter.

## Sec. 16-420 Revocation.

- (a) Grounds for Suspension and Revocation
- (1) Major Violations
    - (A) Immediate and major violations that jeopardize public safety, violate licensing requirements, or involve criminal activities, such as felonies on site, non-payment of taxes, or significant license issues, may result in the immediate revocation of the Short-Term rental permit at the discretion of the City's Director of Development Services for the period of one-year from the date of revocation.
  - (2) Three Strikes for Lower-Level Violations
    - (A) The City will adopt a three-strikes policy for lower-level quality-of-life violations, including but not limited to noise disturbances, disorderly conduct, and repeated violations of operational requirements.

- (B) Each documented violation will be considered a strike.
  - (C) Upon the third strike within a one-year timeframe, the Short-Term rental permit will be subject to immediate revocation.
- (b) Reapplication Period
- (1) Reapplication After Revocation
    - (A) After the revocation period expires, an applicant seeking to resume Short-Term rental activity must reapply for a new Short-Term rental permit.
    - (B) The reapplication process will include a thorough review of the property's compliance history and may require additional measures to address past violations.
    - (C) The Director of Development Services may determine if a host is eligible for a new permit at its discretion.
- (c) Appeals
- (1) Hosts may appeal the revocation decision through the appeals process outlined in Chapter 16 Article 5.
  - (2) Appeals should be submitted within a specified timeframe provided in Chapter 16 section 16-222 after the revocation decision.

### **Sec. 16-421 Severability.**

If any provision of this ordinance shall be deemed or held to be invalid or unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not affect any other provision of this Ordinance which may be given effect without such invalid or unenforceable provision, and to this end, the provisions of this ordinance are hereby declared to be severable.

### **Sec. 16-422 Effective Date**

The effective date of this ordinance shall be *July 1, 2025*

### **Sec. 16-423 Program Review**

- (a) If the total number of valid Short-Term permits in the city equals or exceeds 250, and for every 250 permits thereafter, the City Manager or their designee shall present to the City Council a report on the impacts of Short-Term rentals and the efficacy of compliance efforts in Escondido.
- (b) Unless otherwise extended or modified by action of the City Council, this Ordinance shall expire, and its terms shall no longer remain in effect as of three years from the effective date.



# STAFF REPORT

December 4, 2024  
File Number XXXX-XX

## SUBJECT

**ENTERING INTO A GROUND LEASE BETWEEN THE CITY OF ESCONDIDO AND R1 ESCONDIDO INVESTMENT, LLC FOR PROPERTY AT 270 E VIA RANCHO PKWY, ESCONDIDO, CALIFORNIA; DECLARATION OF EXEMPT SURPLUS PROPERTY**

## DEPARTMENT

Economic Development, Real Property

## RECOMMENDATION

Request the City Council Adopt Resolution No. 2024-168 authorizing the Mayor to execute a Ground Lease between the City of Escondido and R1 Escondido Investment, LLC; authorizing execution of Assignment and Assumption Agreement; and Declaration of Exempt Surplus Property

Staff Recommendation: Approval (City Manager's Office: Jennifer Schoeneck, Director of Economic Development)

Presenter: Jennifer Schoeneck, Director of Economic Development, Francisco Vargas, Real Property Management Analyst

**ESSENTIAL SERVICE** – Yes, Land Use/Development

**COUNCIL PRIORITY** – Increase Retention and Attraction of People and Businesses to Escondido

## FISCAL ANALYSIS

The proposed Ground Lease with R1 Escondido Investment, LLC ("R1" or "Lessee") at the existing three (3) story building previously occupied by Nordstrom at 270 E Via Rancho Pkwy, Escondido, CA, 92025-8005, Inc shall be for a period of twenty (20) years. Fixed rent payments are required by the lease terms, projected rental payments throughout the term of the agreement is anticipated to be approximately \$2.7 million. The developer estimates a capital investment of approximately \$22 million for the site, with the business expected to create approximately 100 jobs.

## PREVIOUS ACTIONS

1. **Ordinance No. 80-88:** Discontinue the use of a portion of Kit Carson Park generally located at the intersection of Via Rancho Parkway and I-15 as park land.





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## STAFF REPORT

2. **Resolution No. 80-308:** City Council amended the General Plan of the City of Escondido, by inter alia, changing the land use classification of the shopping center site from Regional Park and Highway Oriented Commercial to General Commercial.
3. **Resolution No. 81-13:** The City Council authorized the Mayor and the City Clerk to execute, on behalf of the City of Escondido, a Ground Lease with Ernest W. Hahn Incorporated Involving City property generally located at the intersection of I-15 and Via Rancho Parkway for the purpose of construction of a major regional shopping center.
  - a. The Ground Lease was entered into on February 2, 1981, for a 55-year term conditioned on completion and opening.
4. **Resolution No. 82-86:** Authorizing Amendment No. 1 to Ground Lease with Ernest W. Hahn Incorporated for a portion of City owned property generally located at the intersection of Via Rancho Parkway and I-15.
5. **Resolution No. 83-160:** A Resolution of the City Council of the City of Escondido, California, authorizing the Mayor and City Clerk to execute on behalf of the City a short form of lease with Ernest W. Hahn Incorporated for a portion of the City-owned property generally located at the intersection of Via Rancho Parkway and I-15.
6. **Resolution No. 84-119:** A Resolution of the City Council of the City of Escondido, California, authorizing the Mayor and City Clerk to execute on behalf of the City, a consent to assignment of the North County Fair Regional Shopping Center Ground Lease from EWH 1979 Development Company, L.P. to EWH Escondido Associates, L.P.
7. **Resolution No. 85-126:** A Resolution of the City Council of the City of Escondido, California, authorizing the Mayor and City Clerk to execute an Easement, License, Construction, and Maintenance Agreement for the North County Fair Regional Shopping Center.
  - a. First Amendment to Easement, License, Construction, and Maintenance Agreement on July 15, 1985.
8. **Resolution No. 86-37:** Authorizing the Mayor and City Clerk to execute Amendment No. 2 to the Ground Lease with E.W.H. Escondido Associates, L.P.
9. **Resolution No. 86-300:** Authorizing the Mayor and City Clerk to execute Amendment No. 3 to the Ground Lease with E.W.H. Escondido Associates, L.P.
  - a. Lease was amended three (3) times to amend language providing for the official commencement of the term on July 1, 1983, expiring on June 30, 2038.
10. **Resolution No. 98-220:** A Resolution of the City Council of the City of Escondido, California, authorizing the Mayor and City Clerk to sign a Consent to Assignment and Estoppel Certificate permitting the transfer of the North County Fair Ground Lease.
  - a. Shopping center now managed by Westfield Management Company.
11. **Resolution No. 86-241:** Ground Lease with J.C. Penny Properties, Inc.
12. **Resolution No. 86-242:** Ground Lease with Sears, Roebuck and Co.
13. **Resolution No. 86-243:** Ground Lease with Adcor Realty Corporation.
  - a. Formerly Robinson's-May Men's Store.
14. **Resolution No. 86-244:** Ground Lease with Nordstrom, Inc.
15. **Resolution No. 86-245:** Ground Lease with Carter Hawley Hale Stores, Inc.



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- a. Formerly The Broadway, now Macy's.
- 16. Resolution No. 86-443:** A Resolution of the City Council of the City of Escondido, California, authorizing the Mayor and City Clerk to execute specified documents pertaining to the operation and financing of the North County Fair Regional Shopping Center.
- 17. Ordinance No. 2012-02:** Authorizing the Mayor and City Clerk to execute a Lease Amendment (Amendment No. 4) and related documents to provide an option to extend the ground lease for the Westfield Shopping Center for an additional fifteen (15) years.
  - a. Ordinance No. 2012-02 provided an option to extend term by an additional fifteen (15) years, subject to certain conditions and modifications, such that the ground lease will expire on June 30, 2053.
  - b. Ordinance No. 2012-02 outlined a Parcel Trade. Westfield arranged the parcel trade between the City of Escondido and Macy's. The parcel trade was between the Broadway tract (which The City owned) for the May tract (which Federated (Macy's) owned). This enabled Macy's to continue operating on top of land they will now own. It takes land Macy's owed, and transferred it to the City, with leasehold interests to Westfield, who leased it for development and use as a Target store.

### BACKGROUND

Escondido's North County shopping mall (formerly Westfield North County Fair) is located on approximately 83 acres at the south end of the City. The City owns approximately 74 acres and the Macy's Tract of approximately 8 acres is under separate ownership. It was originally developed by Ernest Hahn and designed by architect Jon Jerde in the mid-1980's on land owned primarily by the City. The Westfield Property mall development includes approximately 1.2 million square feet of retail commercial space and at the time of development was touted as the largest enclosed mall in the San Diego region.

The North County Mall came about pursuant to Proposition A in June 1979. The voters approved the sale of an undeveloped 75.5-acre portion of Kit Carson Park abandoning it as park use and both specifying the planned development of a retail center and replacing the previous park property by acquiring 77.5 acres of adjacent property and dedicating that newly acquired property for park purposes.

The six major department stores at the time the mall opened in 1985 included Sears, J.C. Penney, Nordstrom, Robinsons, Broadway and May Company. Five of these stores were not part of the mall ground lease but were on their own parcels, leased directly from the City. The sole exception was May Company, which owned the parcel on which their store was situated. The term of each department store ground lease is similar to the primary ground lease, which was 55 years. Cooperation between the department stores and the shopping center is assured through a Reciprocal Easement Agreement ("REA").

The department stores were seen as "anchors" for the shopping center and thus desirable tenants. Rents for the department stores were set very low to induce these stores to locate in the mall. With the exception of J.C. Penney, rents for each department store lease was fixed at \$98,000 per year. J.C. Penney



# CITY of ESCONDIDO

## STAFF REPORT

pays virtually no rent at \$10.00 per year. However, all department stores provide significant sales tax revenues to the City and have “anchored” the shopping center since its opening.

In 2012, a renovation project at the Westfield Property was completed, including a new Target store; improvements to the mall common areas and entrances; resurfacing of the parking lot; new restaurants and a remodel of the food court. In association with the renovation project, terms of the original lease were revised, which included a lease extension and an increased ground rent. The original ground lease term was extended for an additional 15 years, as requested by Westfield, and will now expire on June 30, 2053.

There has been significant consolidation in the department store market sector since the shopping center was first developed. May Company consolidated with Robinsons, resulting in two anchors being owned by a single company. The Broadway was then acquired by Macy’s. Federated Department Stores, which owns Macy’s, subsequently acquired Robinsons-May. In addition, the City arranged to trade the City-owned Broadway tract for the Federated-owned May tract. This exchange enabled Macy’s to continue operating on land they own while transferring the previous Macy’s tract to the City, with leasehold interests to Westfield. Westfield then sub-leased a portion of the property for the development of a Target store

More recently, Sears and Nordstrom discontinued operations at the shopping center. Thus, of the original six independent anchors at the shopping center in 1985, there are now two department store ownerships: J.C. Penney and Macy’s.

Currently, the City has multiple ground leases related to the North County Mall Property. The map below (Figure 1) shows approximate parcel boundaries at the mall property. For reference, these parcels have been numbered 1 through 8. The Ground Lease under consideration here, covers Parcel 3. The City owns all parcels with the exception of Parcel 6.



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**Figure 1. North County Shopping Mall Parcel Map:** Red parcels denote ground leases with anchor stores with the exception of Parcel 3, the former Nordstrom site and subject of this Ground Lease proposal. Blue parcels denote other ground leases. Parcel boundaries are approximate.

The proposed R1 Ground Lease has a twenty (20) year term. The City and Lessee are entering into this Ground Lease specifically so that Lessee can facilitate and execute subleases of the former Nordstrom building site (“Improvements”). The parties anticipate and intend that the ground floor, second floor and third floor of the Improvements will be sublet to Round One Entertainment, Inc. (“Round One”). The City consents to Round One as a Sublessee.

The Round One sublease will provide for the operation of a family-oriented entertainment center offering bowling, karaoke, games, such as, by way of example and not limitation, video and electronic games, arcade games and redemption games, darts, trampolines, billiards and ping pong, batting cages, roller skating and other family-oriented amusements and technological evolutions of any of the, along with food and beverages including alcoholic beverages (i.e., beer, wine and spirits) which the City acknowledges its support thereof, subject to Round One obtaining all applicable governmental and quasi-governmental permits and licenses for such use (the “Round One Use”).

There are several important terms in the proposed R1 Ground lease. See Exhibit “A”. The minimum base rent is \$100,000 per year throughout the Lease Term. Fixed Rent shall commence on the earlier to occur of the following (the “Rent Commencement Date”): (i) the Opening Date of Round One, as defined herein,



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or (ii) the date that is four hundred twenty-five (425) days following the latest to occur of (a) the Delivery Date to the subtenant (as defined in Section 7.03 of the Round One Sublease), (b) Subtenant's receipt of Lessee's approval of subtenant's Plans and Specifications (as defined in Section 7.01 of the Round One Sublease), (e) the delivery to subtenant of the SNDA, as defined in Section 27.03 of the Round One Sublease, executed by Lessor and an SNDA executed by any other Holder, as defined in Section 27.03, holding an interest in the Premises to which the sublease is subordinate as of the Effective Date, and (f) the date on which subtenant obtains a building permit (the "Building Permit") from applicable governmental authorities allowing subtenant to perform subtenant's Work (as defined in Section 7.01 of the Round One Lease) in the Demised Premises.. Notwithstanding the foregoing, Lessee agrees (1) to act in good faith to ensure that both Lessee and subtenant under the Round One Lease act diligently to complete all requirements in this section and to move forward towards the Rent Commencement Date without unreasonable delay and (2) unreasonable delay in taking the steps necessary to reach the Rent Commencement Date shall constitute a material breach of this Agreement.

Staff recommends the execution of the proposed Ground Lease because it provides certainty to the Lessee and sublessees. This certainty will encourage additional investment in the North County Mall Property, thus increasing rent revenues and sales tax revenues for the City. These revenues are unrestricted General Fund revenues which can be used for the benefit of the residents of the City. Additionally, staff recommends assigning to R1 the Construction Operation and Reciprocal Easement Agreement such that it may work with the other mall tenants on issues related to common spaces and parking fields. See Exhibit "B".

Importantly, this action has no effect on, and provides no right to, the City's Planning Commission or City Council's review and consideration of any applications for entitlements and the Planning Commission and City Council shall have sole and absolute discretion to approve, disapprove, modify or otherwise take any action regarding an application or request for entitlements. The City of Escondido makes no promise, warranty or representation as to the outcome of such review or the approval of any such application.

Staff analysis has also found that the North County Mall Property, and the parcels subject to the proposed Ground Lease are Exempt Surplus Land pursuant to Government Code section 54221(f)(1)(G). Proposition A, passed by Escondido voters on June 5, 1979, restricts use of the North County Mall Property for "the planned development of a retail center," thus prohibiting its use for housing. State law requires that the City make findings in support of this exemption.

Staff recommend adoption of Resolution No. 2024-168 authorizing the Mayor, subject to final negotiation and approval as to form by the City Attorney, the following documents:

### RESOLUTIONS

- a) Resolution No. 2024-168



# CITY *of* ESCONDIDO

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- b) Resolution No. 2024-168—Exhibit “A” - Ground Lease between The City of Escondido and R1 Escondido Investment, LLC
- c) Resolution No. 2024-168 – Exhibit “B” - Assignment and Assumption of Construction Operation and Reciprocal Easement Agreement



## RESOLUTION NO. 2024-168

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND AUTHORIZED OFFICERS TO EXECUTE, ON BEHALF OF THE CITY (1) A GROUND LEASE BETWEEN THE CITY OF ESCONDIDO AND R1 ESCONDIDO INVESTMENT, LLC AND (2) AN ASSIGNMENT AND ASSUMPTION OF CONSTRUCTION OPERATION AND RECIPROCAL EASEMENT AGREEMENT FOR PROPERTY AT 270 E VIA RANCHO PKWY, ESCONDIDO, CALIFORNIA; AND DECLARING THE SUBJECT PROPERTY AS EXEMPT SURPLUS PROPERTY

WHEREAS, this Resolution is being adopted for the purpose of authorizing the Mayor, the City Manager, a Deputy City Manager, the Acting Real Property Manager, and others as permitted by law (“Authorized Officers”) to execute, on behalf of the City, such documents as may be required to enter into a new Ground Lease between the City of Escondido (“City”) and R1 Escondido Investment LLC (“R1” or “sublessee”), a California Limited Liability Company, at the former Nordstrom site at 270 E Via Rancho Parkway, Escondido, California, and an Assignment and Assumption of Construction Operation and Reciprocal Easement Agreement; and

WHEREAS, the City Council has considered the Ground Lease proposal and terms, the Staff Report, attachments and exhibits to the Staff Report, and any public comment; and

WHEREAS, the City has negotiated the terms of a Ground Lease with R1 for the use of the former Nordstrom site at 270 E Via Rancho Parkway as attached hereto as Exhibit “A”; and

WHEREAS, the City has negotiated the terms of the Assignment and Assumption of Construction Operation and Reciprocal Easement Agreement for the subject site at 270 E. Via Rancho Parkway as attached hereto as Exhibit “B”; and

WHEREAS, lessee and its sublessee(s) will be required to make application for all required permits, approvals, and authorizations from government and permitting agencies for work to be performed at the property site including, without limitation, environmental approvals if any pursuant to applicable law (“Project Approvals”), and no action taken herein shall be deemed to constitute, and does not in fact constitute, any approval, agreement, obligation, permission, promise, warranty or representation that any such Project Approvals will be forthcoming by the City Council or City’s Planning Commission, and the City Council and City’s Planning Commission shall have the sole, complete, absolute and unqualified right to approve, reject in whole or in part, or modify any Project Approval applications before the reviewing bodies as required by applicable law, and will in fact provide such independent review, and lessee and its sublessee(s) acknowledge that no Project Approvals are deemed to be issued or obtained by the adoption of this Resolution alone; and

WHEREAS, the City Council hereby finds and determines that the R1 Ground Lease authorized by this Resolution is justified for the purpose of utilizing existing vacant space and attracting the necessary capital investments required to achieve the public’s best interests and promote a successful regional asset; and

WHEREAS, the City Council hereby further finds and determines that the R1 Ground Lease for the terms specified will provide certainty to the lessee and sublessee(s), thus enabling and encouraging additional investment in the North County Mall Property which will produce increased sales tax revenues for the City, which funds can be used for the benefit of the residents of the City; and

WHEREAS, the City Council hereby further finds and determines that the specific legislative action related to leases of City property taken by this Resolution involves only the approval of a Ground Lease with a new entity, R1, for a period of not more than twenty (20) years and, as a result, no further notices, hearings or competitive bidding are required under State law or the Escondido Municipal Code; and



WHEREAS, the City Council hereby further finds and determines that the subject property of the R1 Ground Lease is Exempt Surplus Land pursuant to Government Code section 54221(f)(1)(G) and Proposition A passed by the voters on June 5, 1979, approving and requiring this entire North County Mall Property, of which the R1 leasehold is a part, to be used for “the planned development of a retail center” and thereby constituting a valid legal restriction not imposed by the City making housing prohibited.

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

1. That the above recitations are true and incorporated herein as though fully set forth.
2. That the Mayor and all Authorized Officers are hereby authorized to execute, subject to final negotiation and approval as to form by the City Attorney, certain documents and others as may be required to implement the intent of this City Council action including, but not limited to, the forms which are attached to this Resolution as Exhibit “A” and Exhibit “B”, and as identified as follows:

Exhibit “A”- Ground Lease between The City of Escondido and R1 Escondido Investment, LLC

Exhibit “B” – Assignment and Assumption of Construction Operation and Reciprocal Easement Agreement

3. That the subject property of the R1 Ground Lease is Exempt Surplus Land pursuant to Government Code section 54221(f)(1)(G).
4. That no actions, permissions, approvals or rights are issued or granted to R1 for the construction of any improvements unless and until R1 has been issued or obtained all required Project Approvals as defined herein, referred to in the attached Exhibits, and as may be required by law, if any, and

no approvals are deemed given and no rights to the Ground Lease and anticipated sublease(s) herein shall be enjoyed until all relevant terms of the Ground Lease have been satisfied.

**GROUND LEASE**

**by and between**

**CITY OF ESCONDIDO,**

**Lessor,**

**and**

**R1 ESCONDIDO INVESTMENT, LLC**

**Lessee**

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**EXHIBITS**

- Exhibit A - Demised Premises Legal Description
- Exhibit B - Tract Line Plot Plan of Shopping Center
- Exhibit C - Permitted Title Exceptions
- Exhibit D - Form of Lessee’s Estoppel Certificate
- Exhibit E – Form of Short Form Lease

## **GROUND LEASE**

THIS GROUND LEASE (“Lease”), made and entered into as of the last date of signature below (“Effective Date”), by and between the CITY OF ESCONDIDO, (hereinafter called “Lessor”), and R1 Escondido Investment, LLC, a California limited liability company (hereinafter called “Lessee”) (collectively, referred to herein as the “Parties”).

### **RECITALS:**

A. Lessor is the owner of certain real property as is legally described on Exhibit A attached hereto and designated as “R1 Escondido Investment Parcel” on the Plot Plan attached hereto as Exhibit B and the Improvements located thereon, said Exhibits being incorporated herein by this reference and made a part hereof. On the terms and conditions hereinafter set forth, Lessee desires to lease from Lessor the R1 Escondido Investment Parcel. Lessor and Lessee are concurrently entering into (i) this Lease and (ii) an Assignment and Assumption of REA Agreement as described below

B. EWH, Carter Hawley Hale Stores, Inc., Sears Roebuck and Co. (“Sears”), J.C. Penney Properties, Inc. (“Penney”), The May Department Stores Company (“May”), Nordstrom, Inc., and Adcor Realty Corporation entered into that certain Construction, Operation and Reciprocal Easement Agreement dated November 26, 1986, recorded on November 26, 1986, as Document No. 86-549267, in the Official Records of San Diego County, California (the “Official Records”) (the “Original REA”), as amended by that certain First Amendment to Construction, Operation and Reciprocal Easement Agreement dated March 12, 2013, recorded on March 14, 2014, as Document No. 2014-0100990, in the Official Records, by and between EWH and North County Fair LP (collectively, “Developer”), Macy’s Retail Holdings, LLC (as successor-in-interest to May), Sears, Penney, Nordstrom and Target Corporation (“Target”) (the “First Amendment to REA”). (collectively, the “REA”). The REA establishes certain reciprocal easements, covenants and conditions with respect to the construction, maintenance and operation of the Shopping Center, including, without limitation, the Tracts (as defined in the REA) and the Common Area (as defined in the REA). As noted above, Lessor will be assigning and Lessee will be assuming, concurrently with this Ground Lease, all the rights and obligations under the REA

C. The City of Escondido City Council has declared the leasehold interests described herein as Exempt Surplus Land pursuant to Government Code section 54221(f)(1)(G).

IT IS MUTUALLY COVENANTED AND AGREED BY AND BETWEEN LESSOR AND LESSEE AS FOLLOWS:

### **DEFINITIONS:**

For purposes of this Lease, the following terms, as used in the singular or the plural, shall have the following meanings:

A. Unless otherwise specifically defined in this Lease, capitalized terms used in this Lease shall have the same meanings as given to said terms in the REA.

B. “Improvements” shall mean the existing three (3) story building previously occupied by Nordstrom, Inc. located upon the Demised Premises and any restoration, addition or replacement thereof.

C. “Lease Year” shall mean a period of February 1 through January 31.

D. “Opening Date” shall mean the date on which the first sublessee is initially open for business to the public.

E. “Round One Sublease” shall mean that Lease Agreement entered into by and between Lessee and ROUND ONE ENTERTAINMENT INC. governing the sublease of the Demised Premises.

F. “Shopping Center” shall mean the Improvements constructed on the Demised Premises as well as the improvements constructed on the remainder of the Shopping Center Site, including but not limited to Developer Mall Stores, Developer Non-Mall Stores, the Enclosed Mall, the Major Department Store buildings, Automobile Parking Area, landscaped areas, and other improvements of a type customarily found in a first class enclosed-mall regional shopping center in Southern California and all of the land within the Shopping Center Site, as these terms are defined in the REA.

## ARTICLE I

### PREMISES

Lessor hereby demises and leases unto Lessee, and Lessee hereby leases from Lessor, for the consideration and upon and subject to the terms and conditions herein set forth, the real property legally described on Exhibit A and designated as “R1 Escondido Investment Parcel” on Exhibit B together with all and singular the Improvements, appurtenances, rights, licenses, privileges and easements thereunto belonging or in anywise appertaining (collectively the “Demised Premises”). Lessee understands and acknowledges that the Demised Premises was previously leased to a prior lessee who did not return the Demised Premises in a vanilla shell condition. Lessee agrees to accept the Demised Premises in its current, as is, condition and will perform any cleanup, improvement, or other items it deems necessary upon taking possession of the Demised Premises.

## ARTICLE II

### TERM

2.1 Term. The term of this Lease (hereinafter sometimes referred to as the “Lease Term” or the “Term of this Lease”), shall commence and be fully effective as of the date this Lease is fully executed and shall expire at midnight on the twentieth (20<sup>th</sup>) anniversary of the Opening Date, unless sooner terminated, as hereinafter provided.

2.2 Termination Upon Failure to Execute Round One Sublease. As discussed elsewhere herein, the Parties intend for Lessee to fully sublease the Demised Premises. If Lessee



fails to execute the sublease with Round One as described herein within one year of the Effective Date this Lease shall automatically terminate.

2.3 Option to Terminate Upon Termination of Sublease with Round One. Should the Sublease with Round One terminate, at any point during this Lease, Lessor or Lessee shall have the option to terminate this Lease upon thirty (30) days' written notice.

### ARTICLE III

#### RENT

3.1 Fixed Rent. Lessee agrees to pay to Lessor as net minimum rent ("Fixed Rent"), the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) per year throughout the Lease Term, in the manner described below. Lessee's payment of Fixed Rent shall commence on the earlier to occur of the following (the "Rent Commencement Date"): (i) the Opening Date of Round One, as defined herein, or (ii) the date that is four hundred twenty-five (425) days following the latest to occur of (a) the Delivery Date to the subtenant (as defined in Section 7.03 of the Round One Sublease), (b) Subtenant's receipt of Lessee's approval of subtenant's Plans and Specifications (as defined in Section 7.01 of the Round One Sublease), (c) the delivery to subtenant of the SNDA, as defined in Section 27.03 of the Round One Sublease, executed by Lessor and an SNDA executed by any other Holder, as defined in Section 27.03, holding an interest in the Premises to which the sublease is subordinate as of the Effective Date, and (d) the date on which subtenant obtains a building permit (the "Building Permit") from applicable governmental authorities allowing subtenant to perform subtenant's Work (as defined in Section 7.01 of the Round One Lease) in the Demised Premises.. Notwithstanding the foregoing, Lessee agrees (1) to act in good faith to ensure that both Lessee and subtenant under the Round One Lease act diligently to complete all requirements in this section and to move forward towards the Rent Commencement Date without unreasonable delay and (2) unreasonable delay in taking the steps necessary to reach the Rent Commencement Date shall constitute a material breach of this Agreement.

3.2 Rent Adjustment. Fixed Rent shall be subject to an annual upward adjustment of three percent (3%) of the then-current Fixed Rent. The first such adjustment shall become effective commencing on the first (1st) anniversary of the Rent Commencement Date, and subsequent adjustments shall become effective on every successive anniversary for so long as this Lease continues in effect.

3.3 Fixed Rent; Manner of Payment. The Fixed Rent shall be payable to Lessor in lawful money of the United States, at the following address: The City of Escondido, 201 N. Broadway, Escondido, California 92025, in twelve (12) equal monthly installments, in advance, on the first (1st) day of each calendar month, without setoff or deduction except as may be permitted by law and without any prior notice. Should the obligation to pay Fixed Rent commence on a day of the month other than the first day of such month, then the Fixed Rent for the first fractional month shall be prorated on a daily basis for the period from such date to the end of such calendar month at the rate of one-three hundred sixty-fifth (1/365) of the annual Fixed Rent for each day. Should the obligation to pay Fixed Rent expire on a day of the month other than the last day of such month, then the Fixed Rent for such fractional month shall be prorated on a daily basis for the period from the first day of such month until the expiration date at the rate of one-three

hundred sixty-fifth (1/365) of the annual Fixed Rent for each day. Fixed Rent for the first (1<sup>st</sup>) fractional month shall be paid within ten (10) days after the Opening Date.

### 3.4 Intentionally Omitted

3.5 Participation Rent. In addition to the payment of Fixed Rent, Lessee agrees to pay Lessor, during each Lease Year, as defined herein, "**Participation Rent**" constituting 50% of "Net Operating Income" generated from the Premises by Lessee. Net Operating Income shall be calculated by subtracting from the total of all rent payments payable to Lessee through subrentals of the Premises ("**Sub-Rent**"), the following: 1) any pass-through payments, such as taxes, common area maintenance payments or insurance, 2) any and all operational costs incurred by Lessee, pursuant to any and all subleases and the REA, 3) any Fixed Rent payable hereunder, and 4) Lessee's Preferred Return, as defined herein.

(a) "**Preferred Return**" shall mean a sum equal to Secured Overnight Financing Rate Index, as published by the Federal Reserve Bank of New York (or recognized replacement), as of the first day of each month and applied on a forward basis plus 5% per annum, compounded monthly, of the soft and hard costs incurred in the renovation of the Demised Premises. Preferred Returns shall accrue until distributed and shall be cumulative.

(b) Participation Rent shall be payable on annual basis within ninety (90) days following the end of each Lease Year, as defined herein, commencing with the first full Lease Year following the Rent Commencement Date. Lessee shall deliver to Lessor a statement in writing, certified by a financial officer of Lessee, which statement shall show the Net Operating Income of such Lease Year. Concurrently with the submission of the statement, Lessee shall pay to Lessor the Participation Rent for such Lease Year. A "Lease Year" shall constitute a period of February 1 through January 31, with the portion of the Term from the Rent Commencement Date to the succeeding January 31 shall be a Partial Lease Year.

(e) Upon thirty (30) days' prior written notice to Lessee, but no more often than once each Lease Year, Lessor may audit all information pertaining to Net Operating Income and Lessee will make all such books and records available or cause the same to be made available for such examination.

## ARTICLE IV

### USE OF DEMISED PREMISES

4.1 Use. Lessee may use the Demised Premises for any purpose not prohibited by the REA. Lessee's use of the Demised Premises shall be in accordance with all laws, statutes, codes, acts, ordinances, orders, rules and regulations of any governmental authority having jurisdiction, applicable to the Demised Premises or Improvements located thereon; and in accordance with the terms of insurance policies covering or applicable to the Demised Premises or Improvements located thereon, or any part thereof, to the extent required to be maintained by Lessee hereunder.

4.2 Permitted Contests. Lessee, at its sole cost and expense, may contest, after prior written notice to Lessor, the amount or validity or application, in whole or in part, of any of the items enumerated in Section 4.1 hereof, provided that (a) Lessee shall first make all contested

payments, under protest if it desires, unless such proceedings shall suspend the collection thereof, (b) neither the Demised Premises or Improvements located thereon would be in any danger of being sold, forfeited, lost or interfered with, and (c) Lessee shall furnish such security, if any, as may be required in any such proceedings. Lessor, at the sole expense of Lessee, will join in or lend its name to any such contest if (i) requested so to do by Lessee, and (ii) Lessor's failure to so join would bar or prevent Lessee's right to prosecute any such contest.

## ARTICLE V

### CONDITION OF TITLE

5.1 Covenant of Title. Lessor warrants, covenants and represents that it holds fee simple title to the Demised Premises, and that Lessor shall deliver the Demised Premises to Lessee free and clear of all recorded or unrecorded liens, encumbrances, covenants, conditions, restrictions, assessments, easements, leases, taxes and other exceptions to title, except for those items which are set forth in Exhibit C attached hereto and made a part hereof ("Permitted Exceptions"), which have been approved and accepted by the Lessee.

5.2 Mortgage Subordination. This Lease is not and shall not be subject or subordinate to any mortgage made by Lessor and that this Lease or a memorandum thereof shall be recorded ahead of any mortgage to be placed on Lessor's interest in the Demised Premises or any part thereof by Lessor.

5.3 Title Insurance. Upon execution of this Lease, Lessor shall arrange for the payment of and cause to be delivered to Lessee a leasehold title insurance policy, issued by First American Title Insurance Company, including all standard and general exceptions and exclusions raised in such form of leasehold title insurance policy and with all endorsements requested by Lessee, insuring Lessee in the amount of \$8,500,000.00 that the Demised Premises are free of liens, claims, charges, encumbrances, covenants, restrictions, easements, or adverse interest of any kind whatsoever, except as set forth in Exhibit C.

## ARTICLE VI

### IMPROVEMENTS

6.1 Lessor's Non-Responsibility for Improvements. Lessor shall not under any circumstances whatsoever be required to build any improvements on the Demised Premises, or to maintain or make any repairs, replacements, alterations or renewals of any nature or description to the Improvements; provided, however, that nothing contained in this Section 6.1 is intended to or shall (i) impose upon Lessor any obligations with respect to the construction or maintenance of the Improvements not expressly set forth in this Lease, or (ii) prevent Lessee from enforcing any rights or pursuing any remedies it may have at law, in equity or under this Lease arising from the negligence or willful misconduct of Lessor with respect to the construction or maintenance of the Improvements.

6.1 Round One Sublease Requirement. Lessor and Lessee are entering into this Lease specifically so that Lessee can facilitate and execute subleases of the Improvements. The parties

anticipate and intend that the ground floor, second floor and third floor of the Improvements will be sublet to Round One Entertainment, Inc. ("Round One") as described below. Lessor hereby consents to Round One as a Sublessee.

(a) The Parties anticipate and agree that the Round One Sublease will provide for the operation of a family oriented entertainment center offering bowling, karaoke, games, such as, by way of example and not limitation, video and electronic games, arcade games and redemption games, darts, trampolines, billiards and ping pong, batting cages, roller skating and other family-oriented amusements and technological evolutions of any of the, along with food and beverages including alcoholic beverages (i.e., beer, wine and spirits) which Lessor acknowledges its support thereof, subject to Round One obtaining all applicable governmental, quasi-governmental, permits and licenses for such use (the "**Round One Use**").

(b) The Parties anticipate and agree that the Round One Sublease will contain the following conditions (the "**Round One Conditions**").

(i) Use Permit Condition.

Round One's Use requires i) a special use permit (otherwise known as a "CUP") and ii) a license, approval and permit to sell beer, wine and spirits; collectively referred to as the "**Use Permit Condition.**" If the Use Permit Condition is not satisfied within one hundred eighty (180) days following the date of the Round One Sublease's execution, then Round One has the option to terminate the Sublease.

(ii) Building Permit Condition.

(iii) Within twenty (20) days after receiving notice from Lessee of Lessee's approval of the Round One's plans and specifications, Round One shall submit such plans and apply for a building permit from the governing authorities (the "**Building Permit Condition**") If Round One is unable to satisfy the Building Permit Condition within one hundred eighty (180) days from the date of such submittal and application, then Round One shall have the option to terminate the Lease.

(b) All construction undertaken or caused to be undertaken by Lessee (and/or Sublessee) pursuant to this Section 6.1 shall be in accordance with the construction requirements of the REA.

## 6.2 Future Project Approvals.

(a) Other than those required to be obtained by Round One or future sublessees, Lessee shall apply for and obtain, at its sole cost and expense, all governmental, quasi-governmental, and utility provider(s) approvals, permits, licenses and the like necessary or desirable to permit Lessee to undertake its use of the Demised Premises. Lessee shall ensure that any subleases of the Demised Premises require the sublessee to obtain, at the sublessee's sole cost and expense, all governmental, quasi-governmental, and utility provider(s) approvals, permits,

licenses and the like necessary or desirable to permit sublessee's use of the Demised Premises. The approvals and permits shall include, without limitation, zoning approvals, site plan approvals, conditional use permits, liquor licenses, subdivision approvals, environmental approvals (including any required pursuant to any applicable environmental laws), signage approvals, utility relocation and/or connection approvals and permits, building permits and operating permits and licenses (collectively, the "Project Approvals").

(b) All work upon and improvements to the Demised Premises shall be constructed in compliance with all applicable governmental regulations, laws and restrictions. Lessee acknowledges that any government approved entitlements required under federal, state or local law made by the City of Escondido in its role as a governmental agency will be made in the public interest and according to applicable legal requirements. Nothing herein shall in any manner affect the City Planning Commission's or City Council's review and consideration of any applications for entitlements and the Planning Commission and City Council shall have sole and absolute discretion to approve, disapprove, modify or otherwise take any action regarding an application or request for entitlements. The City of Escondido makes no promise, warranty or representation as to the outcome of such review or the approval of any such application.

(c) All conditions contained in the Project Approvals and all requirements for on-site and off-site improvements or services, in-lieu fees or payments, dedication or reservation requirements, water rights acquisition costs, local improvement district costs, connection charges, assessments, mitigation fees, impact fees, permit fees and any other similar requirements, fees or charges imposed on the Project by any governmental entity or utility service provider in connection with the Project Approvals shall be the responsibility of Lessee. The design, construction and implementation of any improvements shall be the responsibility of Lessee.

(d) For purposes of this Lease, the Project Approvals shall not be deemed to have been "obtained" or "issued" until the period of time (if any) to contest or appeal any such issuance has passed without the filing of a contest or appeal or, if a contest or appeal has been filed, after the issuance of a final and non-appealable order, decision or judgment confirming the issuance of the relevant Project Approvals without modifications or conditions that are unacceptable to Lessee. Lessee shall deliver notice to Lessor (the "Project Approvals Notice") promptly after Lessee and/or a sublessee has obtained all of the Project Approvals related to any sublease.

(e) Lessor agrees, in its capacity as owner of the Demised Premises, to comply with all reasonable requests of Lessee with regard to the Project Approvals (including, without limitation, executing, or causing to be executed, all applications or submissions necessary to obtain the Project Approvals so long as the same are in accordance with the terms of this Lease and required by applicable law). Nothing in this clause (e) is intended to require Lessor, in its capacity as a governmental entity, to take any action that is prohibited by applicable law.

## ARTICLE VII

### TAXES AND ASSESSMENTS

7.1 Payment of Taxes and Assessments By Lessee. Lessee shall pay, or cause to be paid, all real property taxes and assessments which are levied or assessed against the Demised Premises and the Improvements located thereon during the Term of this Lease. The amount of such real property taxes and assessments shall be prorated on a daily basis between Lessor and Lessee with respect to any fiscal tax year only a part of which falls within the Term of this Lease. Any real property taxes and assessments pertaining to a period of time prior to the Rent Commencement Date and subsequent to the expiration or sooner termination of this Lease shall be the obligation of Lessor. For purposes of this Lease, "real property taxes" shall include any possessory interest or similar tax, and any taxes which are based on the receipt of rent by Lessor, and which are levied as an alternative to or as an addition to general real estate taxes and are payable because of Lessor's ownership of the Demised Premises. Lessee shall have no obligation to pay any tax upon or pertaining to the income of Lessor. Lessee shall have the right to exercise the benefit of any provisions of any statute or ordinance permitting such taxes and assessments to be paid in installments over a period of time, and Lessor agrees to execute any instruments which may be required by the taxing authority in connection with the election to take advantage of such installment payments. Lessee's obligation to pay real property taxes and assessments shall be limited to taxes and assessments uniformly imposed upon all taxable real property within the jurisdiction of the taxing authority and at rates which are uniformly applied.

Lessee shall have the right to contest any taxes or assessments or the increases in any taxes or assessments which Lessee is obligated to pay under this Lease; provided, however, Lessee shall (i) give Lessor notice of any such intention to contest, (ii) indemnify and save Lessor harmless from all liability on account of said contest, and (iii) in the event of a final determination adverse to Lessee, prior to enforcement, foreclosure or sale, and expiration of the redemption period, pay the amount involved together with all penalties, fines, interest, costs and expenses which may have accrued.

It is agreed that nothing herein contained shall be construed to require Lessee to pay any inheritance, franchise, corporation, income or excess profits taxes or surtaxes, imposed upon or against Lessor, its legal representatives, successors or assigns.

In the event Lessee shall fail to comply with its obligations as set forth in this Article VII, after thirty (30) days prior written notice from Lessor to Lessee and failure to cure by Lessee, Lessor may pay such taxes or assessments, and penalties and interest thereon, and Lessor shall be entitled to prompt reimbursement from the Lessee for the sums so expended, with interest thereon at the rate of two percent (2%) per annum, over the lending reference rate being charged from time to time by Bank of America, NT & SA, San Francisco main branch.

7.2 Non-Segregation of Demised Premises. Lessor undertakes and agrees to diligently attempt to obtain from the taxing authorities a separate tax bill for the Demised Premises or a segregation of the real estate taxes attributable thereto and otherwise to cooperate with Lessee in the obtaining of such information from such taxing authorities as will facilitate an accurate determination of taxes attributable to the Demised Premises. Lessor further agrees not to make any

application to the taxing authorities which, if granted, would change the manner in which the Demised Premises and the Improvements thereon are being or will be assessed or which would have the effect of increasing the assessed valuation of the Demised Premises and the Improvements thereon.

In the event the Demised Premises are not separately assessed but are part of a larger parcel which includes the Demised Premises for assessment purposes (hereinafter referred to as the "larger parcel"), the parties hereto shall use assessor's work sheets, if available to determine the real estate taxes applicable to the Demised Premises, if such assessor's work sheets are not available, then real estate taxes applicable to the Demised Premises shall be determined as follows:

(a) A fractional portion of the real estate taxes assessed, in any tax fiscal year during the term hereof, against the land comprising the larger parcel, the numerator of which shall be the number of square feet of land area underlying the Demised Premises and the denominator of which shall be the number of square feet of land area in the larger parcel, plus

(b) A fractional portion of the real estate taxes assessed, in any tax fiscal year during the term hereof, against all Improvements upon the larger parcel, the numerator of which shall be the Floor Area of buildings located on the Demised Premises and the denominator of which shall be the Floor Area of the building located on the larger parcel, provided that equitable adjustments shall be made for: (1) buildings which are only partially completed on the date that such real estate taxes become a lien, taking into effect cost figures and stages of construction throughout the Shopping Center; and (2) the estimated cost of the several buildings.

Notwithstanding the foregoing, in the event the Demised Premises are not separately assessed but are part of a larger parcel for such assessment purposes, and the valuation of the assessed parcel is based on the capitalization of income therefrom, the fractional portion of the impositions attributable to the Demised Premises shall not exceed an amount determined by applying the tax rate fixed by the taxing authority to a value computed by capitalizing the Fixed Rent payable by Lessee under this Lease at the capitalization rate used by the assessor in fixing the value of the larger parcel.

Lessor shall within thirty (30) days after receipt by Lessor of the assessed valuations of the land and Improvements included within such larger parcel, furnish Lessee a statement setting forth the amounts of such assessments and describing the land and Improvements with respect to which such assessments have been made. If Lessor shall fail to furnish Lessee the aforesaid statement of assessed valuations within said thirty (30) day period, the amount which Lessee shall be required to reimburse Lessor shall be limited to the amount of the taxes applicable to Demised Premises and the Improvements thereon for the preceding tax fiscal year.

Lessor will pay or cause to be paid all real estate taxes assessed with respect to such larger parcel and the Improvements thereon. Lessee shall in such case reimburse Lessor for the real estate taxes applicable to the Demised Premises prior to the date said larger parcel taxes are delinquent, but in no event sooner than thirty (30) days following Lessee's receipt of all applicable tax bills, invoices and the statement from Lessor described below. Lessor shall deliver to Lessee semi-annually, at least forty-five (45) days prior to the date that each installment of taxes would be delinquent if not paid, a statement setting forth the amount of taxes applicable to the Demised

Premises and the Improvements thereon for the tax fiscal year and showing in reasonable detail how Lessor has arrived at the amounts so set forth, a photostatic copy or copies of a receipted tax bill or bills showing payment of the real estate taxes for said tax fiscal year and Lessee shall pay to Lessor Lessee's share of the installment then due not later than the date such installment would become delinquent.

Lessee shall, upon notice to Lessor, have the right to contest on behalf of Lessor any and all such real estate taxes assessed with respect to such larger parcel and the Improvements thereon; provided, however, that Lessor and any other parties having an interest in such larger parcel may join in such contest at their own cost and expense, in which event Lessee shall cooperate with such other parties in such contest. In the event the Demised Premises are separately assessed, Lessee alone shall have the sole right to contest any increase in the assessed valuation of the Demised Premises or the Improvements thereon. If any such proceedings are undertaken solely by Lessee, such proceedings shall be at the cost and expense of Lessee and conducted by counsel selected by Lessee, and if Lessee deems it appropriate such measures shall be taken in the name of Lessee. Lessor shall lend its name to such proceedings, if requested by Lessee, without charge or cost to Lessee. If the result of any such contest shall be a reduction in the amount of the real estate taxes so contested, such refund or recovery from the taxing authorities with respect to such real estate taxes shall be divided between Lessee and Lessor, after Lessee reimburses itself from such recovery for Lessor's proportionate share of all costs and expenses incurred by Lessee in such proceedings, in such manner as will result in each of them having paid only such party's proportionate share of the contested taxes as so reduced.

If Lessor shall contest the amount of such real estate taxes without participation by Lessee in the cost and expenses of such proceedings, such refund or recovery arising therefrom shall be divided between Lessor and Lessee, after Lessor reimburses itself from such recovery for Lessee's proportionate share of all costs and expenses incurred by Lessor in such proceedings, in such manner as will result in each of them having paid only such party's proportionate share of the contested taxes as so reduced. Lessor shall give Lessee prior written notice of its intent to contest the assessment of such real estate taxes.

Lessor shall not, without the prior approval of Lessee, make, enter into, or agree to any settlement, compromise or other disposition of any contest, or discontinue or withdraw from any contest, or accept any refund, adjustment or credit with respect to any real estate taxes which Lessee shall have contested.

If a contest shall be entered into jointly between Lessor and Lessee, each party's proportionate share of the costs and expenses incurred in such proceedings shall be determined by multiplying such costs and expenses by a fraction having as its numerator such party's proportionate share of the contested taxes as reduced by reason of such proceedings and as its denominator the entire amount of such taxes as so reduced.



## ARTICLE VIII

### INSURANCE

8.1 Casualty Insurance. Subject to the provisions of Section 8.7, Lessee shall keep, or cause to be kept, the Improvements on the Demised Premises insured during the period Lessee is required to operate pursuant to the REA, against loss or damage by fire and such risks embraced by coverage of the type customarily included in extended coverage endorsements in the State of California. Lessee shall not be required to obtain earthquake insurance.

8.2 General Liability Insurance. During the Term of this Lease, Lessee, at its sole cost and expense, shall maintain public liability and property damage insurance of the type, coverage and amount set forth in the REA.

8.3 Policy Form. All policies of insurance provided for in this Lease shall (a) be in such forms and amounts as provided in the REA, and (b) shall be issued by insurers of recognized responsibility as provided in the REA. Upon delivery of the Demised Premises by Lessor to Lessee and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this Article VIII or Article XIX hereof, Lessee shall deliver to Lessor a certificate evidencing the existence of each policy of insurance required hereunder.

8.4 Notice of Cancellation. Each such policy or certificate therefor issued by the insurer shall to the extent reasonably obtainable contain an agreement by the insurer that such policy shall not be cancelled without at least thirty (30) days prior notice to Lessee, Lessor and to Lessee's Mortgagee and/or Leasehold Mortgagee, if any.

8.5 Blanket Insurance and Self-Insurance. Any insurance provided for in this Article VIII, or in Article XIX hereof, may be effected by a policy or policies of blanket or loss limit-type insurance covering other risks and liabilities of Lessee, provided, however, that the amount of the total insurance allocated to the Improvements shall be such as to furnish protection which is equivalent to the protection furnished by the separate policies in the amounts herein required, and provided further that in all other respects, any such policy or policies shall comply with the other provisions of this Lease. In any such case it shall not be necessary to deliver the original of any such blanket policy to Lessor, but Lessee shall deliver to Lessor, upon request, a certificate evidencing the existence of such insurance. Notwithstanding anything to the contrary contained in this Article VIII or in Article XIX hereof, the insurance requirements of Lessee under this Article VIII and under Article XIX may be satisfied in whole or in part under any plan of self-insurance from time to time maintained by Lessee, or its subsidiary, successor, affiliate or controlling corporation maintaining such self-insurance plan for Lessee's benefit on condition that Lessee or its subsidiary, successor, affiliate or controlling corporation has and maintains a net worth of \$200,000,000 or more and net current assets of \$100,000,000 or more, and that Lessee or its said subsidiary, successor, affiliate or controlling corporation, maintaining such self-insurance plan, shall furnish to Lessor upon request evidence of said net worth and net current assets. If Lessee, or such Person maintaining the self-insurance plan for Lessee, has a net worth and net current assets less than the foregoing amounts, it shall not be permitted to self-insure. The annual report of Lessee (or of such Person maintaining the self-insurance plan on behalf of Lessee) which is a publicly held corporation that is audited by an independent certified public accountant shall be

sufficient evidence of its net worth and its net current assets. The provisions of Sections 8.3 and 8.4 shall not apply to the extent that Lessee is self-insured in accordance with this Section 8.5.

8.6 Inability to Obtain Insurance. In the event that Lessee, after reasonable and diligent efforts, is unable to obtain any of the insurance provided for in this Lease, and if Lessee shall in such case obtain the maximum insurance reasonably obtainable and promptly give notice to Lessor of the extent of Lessee's inability to obtain any insurance required to be maintained hereunder, then the failure of Lessee to procure and maintain such insurance as is not reasonably obtainable shall not be hereunder.

8.7 Application of REA. So long as the REA is in full force stated and effect, the insurance requirements therein as to the Improvements on the R1 Escondido Investment Parcel shall be applicable and the provisions of this Article VIII shall be of no force and effect. In the event of the termination of the REA and the election by Lessee not to terminate this Lease, then all of the provisions of the REA referred to in this Article VIII shall be incorporated herein by reference and shall continue to be performed by Lessee during the balance of the Lease Term, it being understood that all insurance proceeds Lessee shall receive pursuant to this Article VIII shall belong to Lessee.

## ARTICLE IX

### UTILITIES

Lessee shall pay, or cause to be paid, during the Term of this Lease, all charges for water, gas, electrical power, telephone, sewage, trash collection and all other utilities and services supplied to or for the Improvements at the instance of Lessee (hereinafter referred to as "Utilities") and agrees to hold Lessor harmless with respect to any charges for said Utilities.

Lessee shall also procure, or cause to be procured, without cost to Lessor, any and all necessary permits, licenses or other authorizations required for the lawful and proper installation and maintenance within the Improvements of wires, pipes, conduits, tubes and other equipment and appliances for use in supplying any Utilities to and upon the Improvements. Lessor, upon request of Lessee, will join with Lessee in any application required for obtaining or continuing any Utilities.

## ARTICLE X

### MECHANICS' LIENS

During the Term of this Lease, Lessee, at its sole cost and expense, shall be responsible for the discharge of, prior to foreclosure thereupon, all liens, encumbrances and charges (other than liens, encumbrances and charges created by Lessor and the liens and encumbrances which Lessee is permitted to impose upon the Demised Premises pursuant to Article XI of this Lease) upon the Demised Premises, subject to a contest of any such liens as hereinafter set forth. Lessee shall, however, have the right to contest the validity or amount of any lien or claimed lien, provided that upon final determination of the lien or claim for lien, Lessee shall immediately pay any judgment rendered with all proper costs and charges and shall have the lien released or judgment satisfied at

Lessee's expense, and if Lessee shall fail to do so, Lessor may at its option, following twenty (20) days prior written notice to Lessee, pay any such final judgment and any such amount shall become immediately due and payable to Lessor by Lessee with interest thereon at the rate of two percent (2%) per annum, over the lending reference rate from time to time being charged by Bank of America.

Lessor or its representatives shall have the right to post upon the Demised Premises notices of non-responsibility in compliance with applicable law. Lessee shall, before the commencement of any work estimated to cost in excess of One Hundred Thousand Dollars (\$100,000.00), which might result in any such lien, give to Lessor written notice of its intention to do so in sufficient time to enable the posting of such notices of non-responsibility; provided, however, the requirement of the giving of such notices of intention to perform such work shall not be required if Lessee, or the sublessee which is to perform such work or cause such work to be performed (or its guarantor), has a net worth in excess of One Hundred Million Dollars (\$100,000,000.00).

## ARTICLE XI

### LESSEE'S FINANCING

11.1 Fee Subordinated to Mortgage. Lessor agrees for itself and its successors and assigns to join in the execution, as trustor, in any mortgage or deed of trust which Lessee may, at any time and from time to time during the Term of this Lease, cause to be recorded against the Demised Premises and the Improvements located thereon. Such mortgage, and the mortgagee thereunder, are hereinafter referred to as "Lessee's Mortgage" and "Lessee's Mortgagee", respectively. Lessor shall subordinate its fee interest in the Demised Premises to the lien of the Lessee's Mortgage if the following conditions are satisfied:

(i) The Lessee's Mortgagee shall be an institutional lender (but the assignee/sublessor in an assignment and leaseback transaction need not be an institutional lender);

(ii) The Lessee's Mortgage shall secure a loan, the proceeds of which shall be used to pay for the cost of construction of the Improvements located on the Demised Premises and the financing thereof and Lessee's share of the cost of common improvement work for the Shopping Center Site (including, without limitation, the actual cost of all materials and labor used directly in the construction of the Improvements located on the Demised Premises, and all Improvements required or permitted to be made thereon or related thereto; architectural, engineering legal and similar fees directly related or properly allocated solely to this transaction; building permits, premiums for fire, public liability and builders risk insurance during construction; title charges; commitment fees, standby fees and other fees and expenses incurred in connection with the making of Lessee's Mortgage; interest costs; mortgage taxes, land taxes, transfer taxes, survey costs and recording charges), or to reimburse Lessee for the cost thereof, and shall be used for no other purpose;

(iii) The Lessee's Mortgage shall be for a term which shall not extend beyond the expiration date of the Term of this Lease;

(iv) The Lessee's Mortgage shall specifically provide that Lessor shall not be liable for the payment of the sums secured by such mortgage, nor for any expenses in connection therewith, and neither such Lessee's Mortgage nor any instrument collateral thereto shall contain any covenant or obligation on Lessor's part to pay such debt or any part thereof, or to take any affirmative action of any kind whatsoever and shall expressly provide that the mortgagor and the mortgagee thereunder will seek no monetary judgment against Lessor in connection with Lessee's Mortgagee.

Lessor shall not be required to sign or execute the note to be secured by the Lessee's Mortgage, but shall execute the Lessee's Mortgage itself, and all other documents reasonably and customarily required by the Lessee's Mortgagee or by the title company insuring the Lessee's Mortgage or by any combination of them in order to subject Lessor's interest in the Demised Premises to the lien of the Lessee's Mortgage, provided the Lessee's Mortgage is in accordance with the terms and conditions enumerated above.

The Lessee's Mortgage shall contain provisions that all notices of default under the Lessee's Mortgage must be sent to Lessor and Lessee and that Lessor shall have the right to cure any default if Lessee fails to do so and Lessee shall diligently attempt to obtain a provision in any Lessee's Mortgage that Lessor shall have ten (10) days more time, in the case of any monetary default, and thirty (30) days more time, in the case of a non-monetary default, than is given to Lessee to remedy such default.

11.2 Leasehold Mortgage. Lessee and every successor and assignee of Lessee permitted hereunder (including, but not limited to, any sublessee of Lessee or of its permitted assignees) is hereby given the right (exercisable at any time and from time to time) by Lessor, in addition to any other rights herein granted, without Lessor's prior written consent, to mortgage its interest in this Lease or any part or parts thereof, and/or its interest in any sublease(s), under one or more leasehold mortgage(s) ("Leasehold Mortgage") and to assign such interest in this Lease, or any part or parts thereof, and/or in any sublease(s), as collateral security for such Leasehold Mortgage(s) (or to assign its interest in same in connection with an assignment and leaseback transaction), upon the condition that all rights acquired under such Leasehold Mortgage(s) shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease, and to all rights and interests of Lessor herein. None of such covenants, conditions or restrictions is or shall be waived by Lessor by reason of the right given so to mortgage such interest in this Lease, except as expressly provided herein.

The holder of any first mortgage or deed of trust upon the leasehold estate created by this Lease and Lessee's Improvements shall be the Leasehold Mortgagee referred to herein and shall be entitled to the rights and benefits as provided herein ("**Leasehold Mortgagee**").

(a) Provided that the Leasehold Mortgagee shall have notified Lessor in writing of its status as a Leasehold Mortgagee and its name and address, Lessor thereafter shall give to such Leasehold Mortgagee a copy of each notice of default at the same time as and whenever such

notice shall be given by Lessor to Lessee, such copy to be addressed to the Leasehold Mortgagee at the address last furnished to Lessor as hereinabove provided. Lessor shall not serve a notice of cancellation or termination upon Lessee unless a copy of any prior notice of default shall have been given to the Leasehold Mortgagee as hereinabove provided and the time as hereinafter specified for the curing of such default shall have expired without the same having been cured. Lessor agrees to notify the Leasehold Mortgagee in writing of the failure of Lessee to cure a default within any applicable grace period and of the curing of any default by Lessee. The performance by the Leasehold Mortgagee of any condition or agreement on the part of Lessee to be performed hereunder will be deemed to have been performed with the same force and effect as though performed by Lessee.

(b) Lessor will accept performance by the Leasehold Mortgagee within the following periods of any obligation on Lessor's part to be performed hereunder, with the same force and effect as though timely performed by Lessee:

(i) as to any rent and other sums payable hereunder, within ten (10) days after written notice from Lessor that Lessee has not cured such default within the period provided in Article XIII; and

(ii) As to all other defaults, within thirty (30) days more time than is given Lessee to remedy or cause to be remedied the defaults complained of, or, if within such period such default cannot be cured, to commence to so cure within such period and diligently and continuously proceed therewith to completion.

(iii) As to any default which Leasehold Mortgagee is without the legal power to cure by payment or performance, Leasehold Mortgagee shall have thirty (30) days after receipt of written notice from Lessor of such default within which to give Lessor written notice that the Leasehold Mortgagee or a wholly owned subsidiary or affiliate of Leasehold Mortgagee elects to become the tenant under this Lease in the place and stead of the then Lessee upon all the terms, covenants and conditions provided in this Lease.

(c) Lessor shall not exercise its right to terminate this Lease as provided in Article XIII during the time that the Leasehold Mortgagee shall require to complete its remedies under its mortgage or deed of trust upon the leasehold estate of Lessee hereunder, provided, however, and upon condition:

(i) That the Leasehold Mortgagee proceeds, promptly and with due diligence, with the remedies under its mortgage or deed of trust on the leasehold estate and thereafter prosecutes and completes the same with all due diligence; and

(ii) That the Leasehold Mortgagee shall pay to Lessor the rent and all other charges required to be paid by Lessee hereunder which have accrued and those which shall become due and payable during said period of time.

Upon the completion of any foreclosure proceedings or acquisition of Lessee's interest in this Lease by the Leasehold Mortgagee, any default not reasonably curable by the Leasehold

Mortgagee shall be deemed waived by Lessor as to the Leasehold Mortgagee and any purchaser at a foreclosure sale or their respective successors and assigns.

(d) Lessor shall also be obligated to give any notice of cancellation and termination to the Leasehold Mortgagee, simultaneously with such notice given to Lessee; provided, however, that nothing contained in this Section 11.2(d) shall grant to Lessor any right to terminate this Lease not expressly set forth in Section 13.3 hereof. No such notice to Lessee shall be effective with respect to termination of this Lease unless the Leasehold Mortgagee shall also have been so notified as aforesaid. The Leasehold Mortgagee shall then have the right to notify Lessor in writing, within thirty (30) days after receipt by the Leasehold Mortgagee of such notice of cancellation and termination, that (1) Leasehold Mortgagee, or any designee or nominee which Leasehold Mortgagee may designate or name in such notice (hereinafter called the "approved nominee"), elects to lease the Demised Premises from the date of termination of this Lease for the remainder of the Term of this Lease, at the rent and other charges herein reserved and otherwise upon the same terms, covenants and conditions as are herein set forth, with the same relative priority in time and in right as this Lease (to the extent possible) and having the benefit of and vesting in the Leasehold Mortgagee, or the approved nominee, all of the rights, title, interest, powers and privileges of Lessee hereunder, and (2) Leasehold Mortgagee further obligates itself to (and in fact does) within ten (10) days after delivery to Lessor of such election:

(i) Cure the default upon which such termination was based, or in respect to any default not capable of curing within such ten (10) days, or which cannot be cured without entry into possession, proceed and effect cure with due diligence following delivery of possession;

(ii) Pay to Lessor all rent and other charges due under this Lease up to and including the date of commencement of the term of such new lease less any net rental income received by Lessor for such period; and

(iii) Pay to Lessor all expenses and reasonable attorneys' fees incurred by Lessor in connection with any such default with the preparation, execution and delivery of such new lease.

(e) After such cancellation and termination of this Lease and upon compliance by Leasehold Mortgagee, or the approved nominee, within such time, Lessor shall thereupon execute and deliver such new lease to Leasehold Mortgagee or the approved nominee, having the same relative priority in time and right as this Lease (to the extent possible) and having the benefit of all of the right, title, interest, powers and privileges of Lessee hereunder in and to the Demised Premises, including specific assignment of Lessor's interest in and to any then existing sublease where the subtenant may have attorned to Lessor or which, at the time of cancellation or termination of this Lease, was prior in right to the Leasehold Mortgagee or which by separate agreement or by its terms had been granted non-disturbance privileges. Lessor hereby agrees that with respect to any such sublease so assigned, it will not modify or amend any of the terms or provisions thereof, during the period between the expiration or termination of this Lease and the execution and delivery of the new lease. Lessor agrees that it will not terminate any sublease while foreclosure of the leasehold estate of Lessee is pending or while the Leasehold Mortgagee has the right to receive a replacement lease.

(f) Upon the execution and delivery of the new lease, title to all improvements within the Demised Premises, as well as all equipment, fixtures and machinery thereunder, shall automatically vest in the Leasehold Mortgagee or the approved nominee until the expiration of the term of the new lease, unless the new lease shall thereafter sooner be terminated.

(g) In the event that Leasehold Mortgagee exercises its right under Section 11.2(d) to enter into a new lease (or to designate its nominee to enter into a new lease), Leasehold Mortgagee or the approved nominee shall have the right to assign such lease without the consent of Lessor.

(h) Anything herein contained to the contrary notwithstanding, Lessor and Lessee mutually agree that so long as there exists an unpaid Leasehold Mortgage on the leasehold estate of Lessee, this Lease or any renewal thereof shall not be modified, amended or altered and Lessor shall not accept a surrender of the Demised Premises or a cancellation of this Lease (provided the Leasehold Mortgagee remedies any default and keeps this Lease current, all as hereinbefore provided) prior to the expiration or sooner termination thereof as hereinbefore provided, without the prior written consent of the Leasehold Mortgagee.

(i) So long as any debt secured by a Leasehold Mortgagee upon the leasehold created by this Lease shall remain unpaid, unless the Leasehold Mortgagee shall otherwise consent in writing, the fee title to the Land and the leasehold estate in the Demised Premises shall not merge but shall always be kept separate estates, notwithstanding the union of such estates either in Lessor or in Lessee or in a third party by purchase or otherwise.

(j) Lessor agrees for the benefit of any Leasehold Mortgagee that at any time, and from time to time, upon not less than twenty (20) days' prior notice from Lessee or from a Leasehold Mortgagee, to deliver a certificate in recordable form to Lessee and to the Leasehold Mortgagee stating that this Lease is unmodified (or, if there have been modifications, setting them forth) and in full force and effect, the dates to which rental and other charges have been paid, and that either Lessee is not in default in the performance of any of the terms and provisions of this Lease (or, if there are defaults, specifying the nature thereof with sufficient particularity that Lessee and the Leasehold Mortgagee will know the nature of the acts which must be performed and the amounts of the payments which must be made to cure any such default), it being agreed that any such statement delivered pursuant to this Section 11.2 may be relied upon by any prospective assignee of Lessee's interest in this Lease or by any Leasehold Mortgagee or prospective Leasehold Mortgagee.

(k) Lessee agrees that it shall obtain from any Leasehold Mortgagee an agreement to the effect (i) that such Leasehold Mortgagee shall notify Lessor of any default by Lessee under the Leasehold Mortgage in favor of such Leasehold Mortgagee at the time that the Leasehold Mortgagee serves upon Lessee any notice of such default required by law, (ii) that Lessor shall have the right, but not the obligation, to cure any default under such Leasehold Mortgagee on Lessee's behalf within the time permitted by law for Lessee to cure such default, and (iii) that if Lessor recovers possession of the Demised Premises by reason of a default by Lessee under this Lease as provided in Article XIII, such Leasehold Mortgagee shall not take any action to foreclose upon its Leasehold Mortgage so long as Lessor shall cure any default thereunder

within the time permitted by law for Lessee to cure such default and shall thereafter timely satisfy the obligations of Lessee under such Leasehold Mortgage as they accrue.

11.3 Mortgage. As used in this Lease, all references to a “mortgage” shall be deemed to include a deed of trust and an assignment of this Lease in an assignment and leaseback transaction, and all references to the “holder(s)” of a mortgage or to a “mortgagee” shall be deemed to include the beneficiary and/or trustee under a deed of trust and the assignee/sublessor in an assignment and leaseback transaction.

11.4 Loss Payable Endorsement. Lessor agrees that the name of any mortgagee may be added to the “Loss Payable Endorsement” of any and all insurance policies required to be carried by Lessee hereunder, and that, subject to the terms of the REA, all insurance and/or condemnation proceeds to which Lessee may be entitled hereunder for purposes of restoration of the Improvements on the Demised Premises may be made available jointly to the Lessee and such mortgagee.

## ARTICLE XII

### EASEMENTS

Lessor covenants and agrees as to its fee interest in the Demised Premises that it will execute any instruments which may be reasonably requested by Lessee in connection with the granting of easements for installation, maintenance and repair and replacement of Utilities, or which may be provided for pursuant to the REA.

Neither Lessor or Lessee shall grant or otherwise convey any type of easement or easements affecting the Demised Premises or the Shopping Center Site for the benefit of any property not within the Shopping Center Site.

## ARTICLE XIII

### DEFAULT

13.1 Performance by Lessor on Lessee’s Default. In the event that Lessee shall fail or neglect to do or perform any act or thing herein provided for it to be done or performed, and Lessee shall not have commenced to perform within forty-five (45) days after receipt by Lessee of written notice from Lessor specifying the nature of the act or thing to be done or performed, and thereafter complete performance with due diligence, then Lessor may, but shall not be required to, do or perform or cause to be done or performed such act or thing (entering upon the Demised Premises for such purposes, if Lessor shall so elect), and Lessee shall repay as additional rent to Lessor upon demand, the entire cost and expense thereof. Any act or thing done by Lessor, pursuant to the provisions of this paragraph shall not be, or be construed as, a waiver of any covenant, term or condition herein contained, or of the performance thereof.

13.2 Event of Default. Any of the following shall constitute an event of default (hereinafter called “Event of Default”) on the part of Lessee:



(i) The failure to pay the rent set forth herein, subject to the following condition: In the event Lessee fails to pay the rent herein reserved, or any part thereof, within the time periods provided herein, Lessor shall provide Lessee written notice of such default. In the event Lessee has not cured such default within fifteen (15) days following the receipt by Lessee of such notice, Lessor shall deliver to Lessee a second notice of such default. In the event Lessee has not cured such default within fifteen (15) days following receipt of such second notice from Lessor, such failure shall constitute an Event of Default hereunder.

(ii) The failure, for a period of more than forty-five (45) days after Lessee's receipt of notice from Lessor, to do, observe, keep and perform any of the terms, covenants, conditions, agreements and provisions of this Lease which Lessee is required to observe, keep or perform, subject to the provisions of Section 28.4.

(iii) The abandonment of the Demised Premises by Lessee.

(iv) The adjudication of Lessee as bankrupt, the filing of any involuntary petition in bankruptcy against Lessee which is not withdrawn or otherwise disposed of in favor of Lessee within one hundred twenty (120) days, the filing of a voluntary petition in bankruptcy, or for reorganization or arrangement, by Lessee, or if Lessee shall make a general assignment for the benefit of creditors or voluntarily take the benefit of or claim to be insolvent under any of the provisions of the Bankruptcy Act, or the appointment of a permanent receiver or trustee for Lessee or Lessee's property, or if a temporary receiver or trustee of Lessee or Lessee's property shall be appointed and such permanent or temporary receiver or trustee shall not be discharged within one hundred twenty (120) days from the date of appointment.

For the purposes of Subparagraph (ii) of this Section 13.2, if the default complained of be a default other than one which may be cured by the payment of money, no Event of Default on the part of Lessee in the performance of work or acts to be done or conditions to be met shall be deemed to exist if steps to cure the same shall have been commenced by Lessee within forty-five (45) days after receipt by Lessee of written notice from Lessor, which notice shall set forth the nature of such default, and shall be prosecuted to completion, with due diligence and continuity.

Notwithstanding the foregoing, Lessee shall be excused from failure to perform any term, covenant, condition or agreement under this Lease during the time and to the extent such performance or delay is excused pursuant to Section 13.6 hereof or the terms of the REA.

13.3 Remedies of Lessor. Lessor shall have the right, following the earlier to occur of (A) any future Event of Default under Section 13.2(i), or (B) any subsequent Default Condition, which subsequent Default Condition results from an Event of Default under Section 13.2(ii), (iii) or (iv), and subject to the rights of a mortgagee pursuant to Article XI, to terminate this Lease in the manner provided by law as of a date specified in the notice to Lessee, which date shall not be less than sixty (60) days after the date of serving such notice, except in the case of a breach for non-payment of rent under the provisions of Section 13.2(i), in which of event such date of termination shall be not less than thirty (30) days after the expiration of any notice given under said Subparagraph (i) (unless, in either event such default is cured or such final damage judgment

is satisfied by Lessee, as the case may be, prior to such date). In the event such termination shall occur, Lessor shall have the right to eject all parties in possession thereof therefrom and repossess and enjoy the Demised Premises together with all additions, alterations, and improvements thereto, and Lessor shall thereupon be entitled to recover from Lessee the worth at the time of such termination, of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the balance of the term over the greater of (i) the then reasonable or obtainable rental value of the Demised Premises for the same period, or (ii) the amount of rent actually received by Lessor for the same period from the lease of the Demised Premises to a third person.

The remedies of Lessor as hereinabove provided are in addition to, and not exclusive of any other remedy of Lessor herein given or which may be permitted by law. Any re-entry, as provided for herein, shall be allowed by Lessee without hindrance, and Lessor shall not, except for Lessor's negligence or willful misconduct, be liable in damages or guilty of trespass because of any such re-entry.

13.4 Waiver. If either party fails or neglects, for any reason, to take advantage of any of the terms hereof providing for the termination of this Lease or the declaration of any default by the other party, or if either party having the right to declare this Lease terminated or the estate hereby demised terminated or forfeited or to exercise any other default remedy, shall fail so to exercise same, any such failure or neglect shall not be or be deemed to be construed to be a waiver of any cause for the termination or forfeiture of the estate hereby demised or other default subsequently arising, or as a waiver of any of the covenants, terms or conditions of this Lease or of the performance thereof. None of the covenants, terms or conditions of this Lease can be waived except by the written consent of Lessor or Lessee, as applicable.

13.5 Remedies of Lessee. If Lessor shall fail to perform any of the terms, provisions, covenants or conditions to be performed or complied with by Lessor pursuant to this Lease, or if Lessor should fail to make any payment which Lessor agrees to make, and any such failure shall remain uncured for a period of thirty (30) days after Lessee shall have served upon Lessor notice of such failure, then Lessee may at Lessee's option, at any time prior to commencement of Lessor's acting to cure such failure and thereafter if Lessor fails to diligently perform the curing of such failure, perform any such term, provision, covenant or condition or to make any such payment, as Lessor's agent, and in Lessee's sole discretion as to the necessity therefor, and Lessee shall not be liable or responsible for any loss or damage resulting to Lessor or anyone holding under Lessor on account thereof. The full amount of the cost and expense entailed, or payment so made shall immediately be owing and payable by Lessor to Lessee, and Lessee shall have the right to deduct the amount thereof, together with interest at the maximum legal rate thereon from the date of payment, without liability or forfeiture, from rents then due or thereafter coming due hereunder, and irrespective of who may own or have any interest in the Demised Premises at the time such deductions are made. The option given in this Section 13.5 is for the sole protection of Lessee, and its existence shall not release Lessor from the obligation to perform the term, provisions, covenants and conditions herein provided to be performed by Lessor or deprive Lessee of any rights or remedies at law or in equity which Lessee may have by reason of any such default by Lessor.

13.6 Delays in Performance. The time within which either party hereto shall be required to perform any act under this Lease, other than the payment of money, shall be extended by a period of time equal to the number of days during which performance of such act is delayed due



Calabasas, CA 91301

Attention: R1 Escondido Investment

The foregoing parties may at any time change the address by notice to the other parties in writing. Rent shall be payable by check sent by ordinary mail by Lessee to Lessor at the address set forth in Section 3.2 above, or any change thereof pursuant to this paragraph.

Notwithstanding any of the foregoing, the date of receipt shall be the third (3rd) day after transmission and shall constitute the initial day of notice in computing the elapsed time as specified in any notice requirement in this Lease if said notice is given in accordance with the above requirements. If notice is given in any other fashion, such notice shall be deemed effective only upon receipt by each of the above named recipients as to such party. In the event fee title to the Property and all rights of Lessor under this Lease are transferred or conveyed to a third party, then if Lessor is not advised of such transfer, Lessee may continue to send all Notices to Lessor at the address set forth above (or, if applicable, such other address for Lessor set forth in a Notice given by Lessor to Lessee pursuant to this Article XV) or at the address for the owner of the Property on file with the governmental entity in charge of assessing real property taxes.

## ARTICLE XVI

### ESTOPPEL CERTIFICATE

Lessor and Lessee agree at any time and from time to time and within thirty (30) days after written request from the other party, to execute, acknowledge and deliver to the other party a statement in writing, stating that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect, as modified, and stating the modifications), and the dates to which the Fixed Rent and other charges have been paid in advance, if any, and whether or not there is any existing default or Event of Default in any of the requesting party's obligations under the terms of this Lease, or notice of default served by the party requested to deliver such estoppel certificate. If any such statement shall allege non-performance by the other party, the nature and extent of such non-performance shall, insofar as actually known by the party providing such estoppel certificate, be summarized therein. Any such estoppel certificate to be delivered by Lessee shall be in the form attached hereto as Exhibit D, and shall contain the following provision:

“This statement shall act as a waiver of any claim to the extent such claim is based on facts contrary to those asserted in this statement and to the extent said claim is asserted against a bona fide encumbrancer or purchaser for value, without knowledge of facts to the contrary to those contained in this statement. This statement shall in no event subject the undersigned to any liability whatsoever, notwithstanding the negligent or otherwise inadvertent failure of the undersigned to disclose correct and/or relevant information.”

## ARTICLE XVII

### QUIET POSSESSION

Lessor covenants that it has full power and authority to enter into this lease transaction, and to grant the leasehold estate for the period provided in this Lease, and that Lessee and its successors and assigns shall and may at all times peaceably and quietly have, hold, occupy and enjoy the Demised Premises during the Term of this Lease, free from any hindrance or encumbrance by Lessor, or any person or persons claiming through or under the Lessor; provided, however, that nothing contained in this Article XVII shall impair in any manner the ability of Lessor to avail itself of the remedies of Lessor following a breach of the terms of this Lease by Lessee, as set forth in Article XIII.

## ARTICLE XVIII

### TITLE TO IMPROVEMENTS

It is agreed between Lessor and Lessee that during the term of this Lease, all Improvements to be erected, attached, or used in connection with the Demised Premises shall be deemed the property of Lessee, but upon termination of this Lease, either by expiration of its term or otherwise, the Improvements then located on the Demised Premises shall become the property of Lessor. On the date of such termination, Lessee shall surrender to Lessor the Demised Premises and any such Improvements located thereon, and the Demised Premises shall be surrendered in a working condition, with all fixtures, furniture and equipment removed, leaving an open floor plan with the exception of escalators and elevators. The Demised Premises shall be free and clear of all financing encumbrances created by Lessee. During the term of this Lease, Lessee alone shall be entitled to depreciation and all tax credits relating to the Improvements located on the Demised Premises.

On or before the date of such termination, any furniture, furnishings, trade fixtures, fixtures or business equipment on the Demised Premises may be removed by Lessee where furnished by or at the expense of Lessee or Lessee's subtenant.

## ARTICLE XIX

### ALTERATIONS AND ADDITIONS

19.1 Subject to the REA, Lessee shall have the right at its expense from time to time to make alterations or additions to the Improvements to be situated on the Demised Premises. Lessee shall give Lessor prior written notice of any such alterations or additions under circumstances which would require notice under Article X hereof. Upon termination of the Lessee's leasehold estate, such alterations or additions, if any, then remaining on the Demised Premises, shall be considered as Improvements and shall not be removed by the Lessee but shall become a part of the Demised Premises. Any such work shall be performed and done strictly in accordance with the laws and ordinances relating thereto and in compliance with the REA.

19.2 Insurance for Alterations. During the period of construction of any such alteration or addition in, to or of the Improvements located on the Demised Premises, Lessee shall maintain

or cause to be maintained the insurance called for in Article VIII hereof, subject to the provisions of Section 8.7.

## ARTICLE XX

### TRANSFERS, ASSIGNMENT AND SUBLETTING

#### 20.1 Transfers Generally.

(a) Definition of "Transfer". For the purposes of this Lease a "Transfer" shall mean any assignment or transfer of Lessee's interest in this Lease or any of Lessee's rights or obligations hereunder, by Lessee's action, by operation of law or otherwise, or any subletting of, the Premises or any portion thereof, or any franchise, concession, license or other occupancy agreement, or the grant of any franchise, concession, license or other occupancy rights with respect to the Demised Premises or any portion thereof. A "Transfer" shall include the issuance, assignment, transfer or other disposition of any direct or indirect equity interest in Lessee (whether stock, partnership interests, interests in a limited liability company or otherwise) to any Person or group of related Persons, whether in a single transaction or a series of related or unrelated transactions, in such quantities that after such issuance, assignment, transfer or other disposition "control" of Lessee directly or indirectly, shall have changed, shall be deemed a Transfer ("control" shall mean the ability to control or direct the business decisions of Lessee); provided, however, the provisions of this sentence shall not apply to any such equity transfer if with respect to the rights of Lessee's Mortgagee pursuant to a Leasehold Mortgage.

(b) Transfer by Lessee. Except as otherwise provided herein, Lessee shall not, without the prior written consent of Lessor, enter any Transfer with any entity that is not a Qualified Transferee; provided the foregoing shall not be deemed to prohibit Lessee Affiliate Transfers, any Lessee Foreclosure Transfer or any Leasehold Sublessee Leases.

(i) A "Qualified Transferee" means a transferee reasonably approved in writing by Lessor. The parties acknowledge that, in determining whether to approve or disapprove a proposed Transferee, Lessor shall limit its consideration to the operating experience of the proposed Transferee, and the financial capability of the proposed Transferee. A proposed Transferee that has a net worth determined in accordance with generally accepted accounting principles equal to or greater than the net worth of Lessee, determined in accordance with generally accepted accounting principles as of the date of any Transfer shall be deemed to have sufficient financial capability. The proposed transferee's operating experience may be satisfied by the transferee retaining a property manager that is experienced in managing projects similar to the Shopping Center; provided, however, a transfer to the Developer, as defined in the REA, shall be deemed a Qualified Transferee.

(ii) A "Lease Affiliate Transfer" is a sale or transfer or other conveyance of Lessee's interest under this Lease by Lessee to any Related Entity. A "Related Entity, is a person or entity that controls, is controlled by, or is under common control with, such person or entity, and "control" (and its correlative meanings, "controlled by" and "under

common control with") for purposes of the term Related Entity, shall mean (i) the direct or indirect ownership of more than twenty percent (20%) of the outstanding voting capital stock of any other entity which is a corporation or more than twenty percent (20%) of the beneficial interest of any other entity, or (ii) the possession of the power to direct or cause the direction of the day to day operations and affairs of such other entity in the capacity of general partner, manager or managing member, or otherwise (it being agreed and acknowledged that a party may be deemed to control an entity even though another party has the right to approve or consent to certain decisions or actions of such entity).

(iii) A "Lessee Foreclosure Transfer" means any transfer to a Leasehold Mortgagee, or any entity designated by a Leasehold Mortgagee or any other purchaser pursuant to a foreclosure, deed in lieu of foreclosure, settlement agreement, or other transfer in full or partial satisfaction of debt, and any subsequent transfer made by a Leasehold Mortgagee or any such designee or purchaser.

(c) Leasehold Subleases. Lessee may sublet all or any part of the Demised Premises (including, without limitation, subleases and sub-subleases of portions of the Demised Premises), provided that each such sublease shall be subject to the provisions of this Lease and the REA.

No sublease shall release or reduce any of the obligations of Lessee hereunder, and all such obligations shall continue in full effect as obligations of a principal and not as obligations of a guarantor or surety, to the same extent as though no subletting had been made. Lessee shall ensure that every subletting hereunder is subject to the express condition, that by accepting a sublease hereunder of all or any portion of the Demised Premises each sublessee shall be conclusively deemed to have agreed, that if this Lease should be terminated prior to the scheduled expiration of the Term or if Lessor should succeed to Lessee's estate in the Demised Premises, then unless otherwise agreed in an NDA, the Leasehold Sublessee shall, at the option of Lessor, attorn to and recognize Lessor as the Leasehold Sublessee's Lessor under the Leasehold Sublessee Lease, provided that Lessor shall not (i) be liable for any act or omission or negligence of Lessee under such sublease, (ii) be subject to any counterclaim, offset or defense which theretofore accrued to such sublessee against Lessee, (iii) be bound by any payment of Rent for more than one (1) month in advance, (iv) be bound by any obligations which Lessor lacks the legal capacity or reasonable ability to perform.

Within fifteen (15) days after request by Lessee and provided that Lessor shall have been provided with a full copy of any Lease as to which subordination is requested, Lessor shall (i) execute a Non-disturbance and Attornment Agreement in the form of Exhibit C, with such commercially reasonable revisions as may be requested by a Leasehold Sublessee ("NDA").

20.2 Documentation. Lessee shall promptly submit to Lessor such documentation as Lessor may reasonably request with respect to any Transfer hereunder (other than a Leasehold Sublessee Transfer) in order to ascertain the identity of the transferee and whether such Transfer complies with the requirements of this Lease.

20.3 Transfers Void. Any Transfer by Lessee in contravention of this Article 15 shall be void and of no effect.

20.4 **Assignment and Subleasing Requirements.** Within twenty (20) days after any assignment of this Lease, Lessee shall give Lessor a fully executed copy of the assignment documentation. Any Leasehold Sublessee Lease shall specifically provide that the Leasehold Sublessee Lease will be subject and subordinate to this Lease and to all matters to which this Lease is subject and subordinate.

20.5 **Assignee Obligated.** Each and every assignee of this Lease, whether as assignee or as successor in interest to Lessee named herein or any subsequent assignee, including any purchaser of this Lease upon a foreclosure of any Leasehold Mortgage or other lien on this Lease, shall, in the case of an assignee of the Lease, immediately be and become and remain liable, for the payment of the Rent and other sums payable under this Lease, and for the due performance of all of Lessee's obligations under this Lease, in each case to the extent arising from and after the effective date of such assignment and continuing thereafter during the period of such assignee's ownership of the Leasehold Estate. No Transfer to such assignee or to such purchaser shall be binding upon Lessor unless such assignee or purchaser shall deliver to Lessor a recordable instrument which contains a covenant of assumption by said assignee or purchaser to such effect, but the failure or refusal of such assignee or purchaser to deliver such instrument shall not release or discharge such assignee or purchaser from its obligations as above set forth. Upon Lessee's assignment of this Lease and the assignee's assumption as provided above, Lessee shall be released from all obligations hereunder first arising from and after the effective date of such assignment.

## ARTICLE XXI

### CONDEMNATION

21.1 **Definitions.** Whenever used in this Article, the following words shall have the following respective meanings:

(i) "Condemnation" or "condemnation proceedings" shall mean any action or proceeding brought by authority of competent jurisdiction for the purpose of any Taking of the Demised Premises or any part thereof as a result of the exercise of the power of eminent domain, including a voluntary sale to such authority either under threat of or in lieu of condemnation or while such action or proceeding is pending.

(ii) "Taking" shall mean the delivery of possession of the Demised Premises or any part thereof to the authority of competent jurisdiction pursuant to condemnation.

(iii) "Vesting Date" shall mean the date of the Taking.

21.2 **Total Taking.** In case of a Taking of all of the Demised Premises, this Lease shall terminate as of the Vesting Date and the rent under this Lease shall abate as of, and be apportioned to the date of termination.

21.3 **Partial Taking.** In case of a Taking of less than all of the Demised Premises (other than for a temporary use) Lessee shall determine, in its discretion, prior to or within one hundred



eighty (180) days after the Vesting Date, whether the remaining portion of the Demised Premises (after Restoration as referred to in Section 21.5) can economically and feasibly be used by Lessee.

If it is determined by Lessee that the remaining portion of the Demised Premises cannot be economically and feasibly used by Lessee, Lessee, at its election, may terminate this Lease on at least ten (10) days but not more than one hundred eighty (180) days notice to Lessor to such effect provided that such election to terminate is exercised prior to the earlier to occur of (i) thirty (30) days after such determination, or (ii) two hundred ten (210) days following such Taking. Upon any such termination, Lessee shall have no obligation to repair or restore any improvement located on the Demised Premises, and the rent shall be apportioned to the date of termination.

If Lessee does not elect to terminate this Lease within the period aforementioned, it shall continue in full force and effect as to the remaining portion of the Demised Premises subject to a reduction in the rent as provided in Section 21.6.

21.4 Allocation of Award; Total Taking. If this Lease shall terminate, pursuant to the provisions of Sections 21.2 or 21.3, the total award in the condemnation proceedings shall be apportioned and paid, to the extent available, in the following order of priority:

(i) The Lessee's Mortgagee and/or Leasehold Mortgagee, if any, shall first be entitled to have its mortgage loan satisfied, including such unpaid principal and accrued interest which is not past due and any pre-payment premium or penalty.

(ii) Lessor, Lessee and the Lessee's Mortgagee and/or Leasehold Mortgagee shall next be entitled to their expenses and charges, including, without limitation, reasonable attorneys' fees incurred in connection with the Taking.

(iii) Lessor shall be entitled to an amount equal to the value, on the Vesting Date, of the land taken as if vacant and unimproved and without this Lease, after the payment to Lessee from the proceeds of such award of the value of Lessee's leasehold interest in the land constituting the Demised Premises, determined with reference to the unexpired portion of the Term of this Lease, including all option periods, whether or not exercised. If the condemnation award separately specifies the amount allocable to Lessor and Lessee, as above described, then such amount shall govern and be deemed the value thereof; otherwise, Lessor and Lessee shall agree upon such value and if they cannot agree, it shall be determined by arbitration under the provisions of Article XXIII.

(iv) The balance of the award shall be paid over to Lessee less, however, the value of Lessor's reversionary interest in the Improvements located on the Demised Premises, which shall be paid over to Lessor, such reversionary interest being determined with reference to the remaining Term of this Lease.

21.5 Allocation of Award; Partial Taking. If this Lease shall not terminate as provided in Section 21.3, it is agreed that Lessee's obligation to restore hereunder shall be determined only to the extent of Lessee's obligation to restore pursuant to the REA.

The total award in the condemnation proceedings, in the event of such partial taking, shall be apportioned and paid, to the extent available, in the following order of priority:

(i) Lessee shall first be entitled to an amount equal to the cost of Restoration.

(ii) Lessor, Lessee and any Lessee's Mortgagee and/or Leasehold Mortgagee shall next be entitled to their expenses and charges, including, without limitation, reasonable attorneys' fees incurred in connection with the Taking.

(iii) Lessor shall be entitled to an amount equal to the value, on the Vesting Date, of the land taken as if vacant and unimproved and without this Lease, after the payment to Lessee from the proceeds of such award of the value of Lessee's leasehold interest in the land which is taken, determined with reference to the unexpired portion of the Term of this Lease, including all option periods, whether or not exercised. If the condemnation award separately specifies the amount allocable to Lessor and Lessee, as above described, then such amount shall govern and be deemed the value thereof.

(iv) Lessee, subject to the rights of any Lessee's Mortgagee and/or Leasehold Mortgagee, shall be entitled to the balance of the award, less, however, the value of Lessor's reversionary interest in the Improvements located on that portion of the Demised Premises as taken and not restored, which shall be paid over to Lessor, such reversionary interest being determined with reference to the remaining Term of this Lease.

21.6 Rent Reduction. Upon any Taking which does not result in a termination of this Lease, the Fixed Rent payable by Lessee under this Lease immediately prior to the Taking shall be reduced in the proportion that the amount of land taken bears to the Demised Premises.

21.7 Temporary Taking. In the event of a Taking of all or any portion of the Demised Premises for temporary use (which shall mean a period of ninety [90] days or less), the foregoing provisions of this Article, except Section 21.6, shall be inapplicable thereto, this Lease shall continue in full force and effect and Lessee shall be entitled to make claim for, recover and retain any award recoverable in respect of such temporary use whether in the form of rental or otherwise. If the award is made in a lump sum covering a period beyond the expiration of the Lease Term, Lessor also shall be entitled to make claim for and participate in the award proportionately.

If any portion of the award for such temporary use is intended to cover the cost of restoring the Improvements located on the Demised Premises to the condition they were in prior to such temporary use or to make repairs occasioned by or resulting from such temporary use, such portion shall be used by Lessee to cover the cost of such restoration and repair, and any balance remaining shall belong to and be paid to Lessee. Lessee shall have no obligation to restore or repair except as provided in the REA, and Lessee's right to receive a portion of the award, as above provided, shall not be affected thereby.

In the event of a Taking of all or any portion of the Demised Premises for temporary use which is for a period longer than ninety (90) days, Lessee shall have the right to terminate this

Lease, which option must be exercised by Lessee giving written notice thereof to Lessor within said ninety (90) day period. If said right to terminate is so exercised by Lessee, any award recoverable in respect of such temporary use as to the Demised Premises shall be allocated between Lessor and Lessee as if it was a Taking under Section 21.4. In the event said right to terminate is not exercised by Lessee within the aforesaid time period, then the provisions of this Section 21.7 shall apply.

21.8 Settlement. Without the consent of Lessee and Lessee's Mortgagee and/or Leasehold Mortgagee, Lessor shall not make any settlement with the condemning authority or convey any portion of the Demised Premises to such authority in lieu of condemnation or consent to any Taking.

21.9 Application of REA. In the event the Demised Premises, or any part thereof, shall be taken in condemnation proceedings or by exercise of any right of eminent domain or by agreement between Lessor, Lessee and those authorized to exercise such right, and if at such time the REA has not terminated or expired as to the Demised Premises, then, as between the REA parties, the provisions of the REA shall control the collection, application and distribution of awards resulting from a Taking of all or a portion of the Shopping Center, and as between Lessor and Lessee, the Lease shall control the collection, application and/or distribution of that portion of the award which Lessor or Lessee is entitled to receive as a result of a Taking. Any provision herein to the contrary notwithstanding, if at the time of any such Taking the REA is no longer in force or effect, or if as a result of such Taking the REA is terminated, or the REA is terminated as to the Demised Premises, Lessee may, at its election, terminate this Lease by giving Lessor at least thirty (30) days prior written notice of its intention to do so. In such event, the foregoing provisions of Section 21.4 shall control said collection, application and/or distribution of awards resulting from such Taking.

## ARTICLE XXII

### DESTRUCTION AND RESTORATION

22.1 Obligations of Lessee. Except as hereinafter otherwise provided and subject to the provisions of Section 22.3 hereof In the event of damage to or destruction of the Improvements located on the Demised Premises, or any part thereof, Lessee, at Lessee's sole cost and expense shall, but only to the extent required by, and under the terms and conditions of, the REA, restore, and/or rebuild the same as and to the extent required of Lessee under the REA. Such restoration, and/or rebuilding shall be commenced and prosecuted with due diligence and shall be accomplished at the standard established in the REA.

22.2 Destruction Not A Release. Except as expressly provided in Section 22.3 hereof, no destruction of, or damage to the Improvements located on the Demised Premises or any part thereof by fire or any other cause shall permit Lessee to surrender this Lease or shall relieve Lessee from its obligation to pay the full rent under this Lease or from any of its other obligations under this Lease, and Lessee waives any rights now or hereafter conferred upon it by statute or otherwise to quit or surrender this Lease or the Demised Premises or any suspension, diminution, abatement or reduction of rent on account of any such destruction or damage.

22.3 Termination of Lease. In the event the Improvements located on the Demised Premises shall be substantially damaged or destroyed (as defined in this Section 22.3) by fire or any other cause whatsoever, or such damage or destruction shall materially impair the usefulness of the Demised Premises, in the opinion of Lessee, and if pursuant to the REA Lessee is not required to restore Improvements located on the Demised Premises, Lessee shall have the right to terminate this Lease at any time within one (1) year from the date of such damage or destruction, such termination to be effective upon at least thirty (30) days prior notice to Lessor. If Lessee elects to terminate the Lease, Lessee shall, at Lessor's request, raze the Improvements or portion thereof so damaged. If Lessee does not so terminate, or if such damage or destruction is not substantial, Lessee will construct such Improvements as Lessee shall deem appropriate so long as the usage for which such construction is undertaken is not prohibited by the REA. If Lessee elects not to terminate the Lease and not to so repair or reconstruct alternative Improvements, Lessee shall, at Lessor's request, raze the damaged Improvements and remove all debris from the Demised Premises in accordance with Section 12.7 of the REA. Lessee may exercise its option to terminate this Lease under this Section 22.3 by serving such notice upon Lessor, without any liability on the part of Lessee to Lessor except for the payment of the Fixed Rent and all additional sums required to be paid by Lessee under the terms of this Lease up to the date of such termination and performance by Lessee of the razing and removal of debris obligations of Lessee above set forth in this Section 22.3. Any insurance proceeds Lessee shall receive as a result of such damage or destruction shall belong to Lessee.

For the purposes of this Section 22.3 the Improvements which constitutes a single architectural unit shall be deemed substantially damaged or destroyed if the estimated cost of restoring the Improvements as nearly as possible to their value, condition and character immediately prior to such damage or destruction is twenty-five percent (25%) or more of the estimated total replacement cost of the Improvements. The foregoing paragraph is subject to the terms and conditions of the REA.

22.4 Application of REA. So long as the REA is in full force and effect as to the Demised Premises, the reconstruction obligations hereunder shall be performed in compliance with and pursuant to the reconstruction provisions of the REA. Upon termination of the REA and the election by Lessee not to terminate this Lease, said REA provisions governing the manner in which repair or reconstruction is performed shall, for the remaining term of this Lease, continue as if incorporated herein and made a part hereof.

## ARTICLE XXIII

### ARBITRATION

If there should be any difference or dispute between the parties hereto, which this Lease provides shall be arbitrated, such difference or dispute shall be submitted to arbitration, which arbitration shall be conducted as follows:

Either party may serve a written notice upon the other party specifying the difference or dispute and demanding that it be submitted to arbitration. Within twenty (20) days after the service of such notice and demand, each of the parties hereto shall appoint an arbitrator and notify the other party in writing, within said period, of the name of its arbitrator, together with the written

acceptance of such arbitrator. If either party fails within the specified time to appoint its arbitrator, such arbitrator shall be appointed in the same manner and upon like notice as is hereinafter provided for the appointment of a third arbitrator. If the said two arbitrators appointed by the parties hereto shall fail to agree upon a decision within thirty (30) days after the appointment of the latter of said two arbitrators, they shall thereupon, not later than ten (10) days thereafter, appoint a third arbitrator, and in default of such appointment, either party hereto, upon two (2) days written notice to the other may make application on behalf of both to the Presiding Judge of the San Diego County Superior Court, California, for the nomination of the third arbitrator; and the person so nominated by said court shall be the third arbitrator. Neither party shall raise any question as to the said court's full power and jurisdiction to entertain the application and make the appointment. In case a vacancy in the office of any arbitrator so appointed, shall occur by reason of death, resignation, refusal, physical incapacity or otherwise, a new arbitrator to fill such vacancy shall be appointed in the same manner and by the same party as the previous incumbent was appointed. The mutual decision, under oath, of any two of aid arbitrators shall be final and binding upon the parties hereto. Each party shall pay half the expense of such arbitration. The arbitrators shall be governed wholly by the terms of this Lease and shall have no power to add to or change its terms. The arbitrators shall have no power to award damages or costs for or against any party when rendering the decision.

#### ARTICLE XXIV

##### RIGHT OF FIRST REFUSAL

24.1 Receipt of Offer. In the event Lessor shall at any time during the Term of this Lease receive from any Person an offer to purchase all or any portion of Lessor's fee interest in the Demised Premises which offer Lessor desires to accept, Lessor shall give to Lessee written notice of the price and a copy of the document containing the terms and conditions of such offer, and of Lessor's willingness to sell for such price and on such terms and conditions, and Lessee shall have the option and privilege of purchasing such property for said price and upon the terms of such offer, so long as said purchase is not in conflict with the Surplus Land Act (Gov. Code §§ 54220-54234). Notwithstanding any other provision in this Article, all parties shall comply with all applicable provisions of the Surplus Land Act. Lessee shall notify Lessor in writing, within thirty (30) days of receipt of notice from Lessor, whether or not it desires to accept the terms of such offer of sale. Should Lessee accept said offer, Lessor shall convey such property to Lessee in accordance with the offer terms. Failure to send such notification within said thirty (30) day period shall constitute an election by the Lessee to reject the offer.

24.2 Right to Sell to Offeror. In the event Lessee shall reject said offer to purchase upon such terms and conditions, or shall fail to send Lessor written notice within said period of thirty (30) days of its election to purchase said interest upon the price and terms specified in said offer, Lessor may thereafter sell its fee interest or portion thereof to the Person making the offer, only at the price and on the terms stated in the offer. Any variation in said price, and/or terms and conditions shall require a new notice from Lessor to Lessee setting forth all of the changes to said price, terms and/or conditions and Lessee shall have an additional thirty (30) day period to accept said offer on such new or different price, terms and conditions. In the event Lessor does not enter

into a binding agreement for the sale of such interest to such Person at the price and on the terms stated in the offer within thirty (30) days after the earlier to occur of (i) rejection of same by Lessee, or (ii) in the event Lessee fails so to notify Lessor of its election to purchase said interest, the expiration of the applicable thirty (30) day period set forth above, or if the sale is not consummated, Lessor shall not sell its interest without a new notice to Lessee in accordance with this Article XXIV, and Lessor shall give Lessee notice in writing of any subsequent proposal to sell Lessor's interest or offer acceptable to Lessor, and Lessee shall have the right of first refusal to purchase such interest upon the price and terms of such subsequent proposal or offer, in the same manner as hereinabove provided for the original offer.

#### ARTICLE XXV

##### REA

This Lease and Lessor's interest in the Demised Premises shall be subject to the REA, and in the event of any conflict between the provisions of this Lease and the provisions of the REA while both documents are in full force and effect, the provisions of the REA shall control, except as between Lessor and Lessee, in which event the provisions of this Lease shall control. In addition to the rights of Lessee set forth in Sections 21.9 and 22.3, Lessee shall have the right to terminate this Lease upon ninety (90) days written notice to Lessor given within one hundred eighty (180) days after the REA shall expire or terminate as to the Nordstrom Tract (as such term is defined in the REA, and as may be amended).

#### ARTICLE XXVI

##### INTENTIONALLY OMITTED

#### ARTICLE XXVII

##### INDEMNIFICATION BY LESSEE

Lessee agrees to indemnify, defend and save harmless Lessor against and from any and all claims by or on behalf of any Person arising from conduct or management of or from any work or thing done in the Demised Premises and will further indemnify, defend and save Lessor harmless against and from any and all claims by or on behalf of any Person arising during the Term of this Lease from any condition of any Improvements located thereon, or arising from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the terms of this Lease, or arising from any act of negligence of Lessee, or any of its agents, contractors, servants, employees, sublessees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation occurring during the Term of this Lease, on the Demised Premises, and from and against all costs, reasonable counsel fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought thereon, except to the extent any of the same shall result from the negligence or intentional wrongdoing of servants or employees.

## ARTICLE XXVIII

### MISCELLANEOUS

28.1 Successors and Assigns. Each of the terms, covenants and conditions of this Lease shall extend to and be binding on and inure to the benefit of not only Lessor and Lessee, but each of their respective successors, legal representatives and assigns. Whenever in this Lease reference is made to either Lessor or Lessee, the reference shall be deemed to include, wherever applicable, the successors, legal representatives and assigns, of such parties with the same force and effect as if in every case expressed.

28.2 Language. The words “Lessor” and “Lessee” wherever used herein shall be applicable to one or more persons as the case may be, and the singular shall include the plural, and the neuter shall include the masculine and feminine, and if there be more than one, the obligations hereof shall be joint and several. The word “person” wherever used shall include individuals, firms, partnerships, associations and corporations. The language in all parts of this Lease shall be in all cases construed as a whole and according to its fair meaning and not strictly for or against Lessor or Lessee.

28.3 Short Form Lease. The parties agree to execute and record a short form lease substantially in the form attached to this Lease as Exhibit E at any time on or after the Effective Date.

28.4 Force Majeure. Each party shall be excused from performing any obligation or undertaking provided in this Lease, except any obligation to pay any sums of money under applicable provisions hereof unless such payment is for an obligation or undertaking excused, delayed or extended by the provisions of this Section 28.4, in the event but only so long as the performance of any such obligation or undertaking is prevented or delayed, retarded or hindered by act of God, fire, earthquake, floods, explosion, actions of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of governmental or civil or military or naval authorities, any declared, actual, or threatened public emergency, including, without limitation, any public health emergency, epidemic, pandemic, infectious disease outbreaks or health and safety circumstances that require individual isolation, quarantine or quarantine-like restrictions, or other methods of social distancing, or any other cause, whether similar or dissimilar to the foregoing, not within the respective control of such party (other than the lack or inability to procure monies to fulfill its commitments and obligations or undertakings provided in this Lease).

Notwithstanding any specific references in certain other provisions of this Lease to this Section 28.4, the absence of such specific reference in any other provisions of this Lease shall not be deemed to diminish the general applicability of this Section 28.4.

28.5 Correction of Legal Description of Demised Premises. It is recognized that by reason of construction errors, the Improvements located on the Demised Premises may not be precisely constructed within the Demised Premises as described in Exhibit A hereof. In the event the Improvements of Lessee have not been precisely constructed within the Demised Premises,

Lessor and Lessee will join in the execution of an agreement, in recordable form, amending Exhibit A to this Lease, so as to revise the description of the Demised Premises to include any portion of the Improvements encroaching upon other land owned by Lessee, provided that if there is an encroachment onto a tract of land owned by Lessor and leased to a third party, Lessor shall arrange with such third party to join in said agreement amending Exhibit A. Nothing herein contained shall be deemed to relieve or excuse Lessee from exercising all due diligence to construct its Improvements within its Tract as described on Exhibit A hereof and as shown on Exhibit B hereof.

28.6 California Law to Govern. This Lease shall be construed and enforced in accordance with the laws of the State of California.

28.7 Counterparts. This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

28.8 Invalidity. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

28.9 No Agency. It is understood and agreed that nothing contained in this Lease nor in any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee.

28.10 Effect of Lessor's Conveyance. If during the term of this Lease, Lessor shall sell its interest in the Demised Premises, then from and after the effective date of such sale, Lessor shall be released and discharged from any and all obligations and responsibilities under this Lease except those already accrued, provided that Lessor's successor shall have delivered to Lessee a written instrument expressly assuming the obligations of Lessor hereunder for the benefit of Lessee.

28.11 Waste. Lessee shall not commit, or cause to be committed, any waste or nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant or occupant of the complex in which the Demised Premises are located.

## ARTICLE XXIX

### LOOP ROAD PARCEL

Developer under the Developer Lease (as defined in the REA) has a perpetual non-exclusive easement for a vehicular roadway over, on and across a portion of the Developer Tract shown on Exhibit B as "Loop Road Parcel".

It is hereby agreed between Lessor and Lessee that so long as this Lease is in full force and effect, Lessee, its customers, employees, business visitors and invitees shall have access to and from the Demised Premises and the Loop Road Parcel including access points shown on Exhibit B as well as the use of the Loop Road Parcel for motor vehicle traffic from Via Rancho Parkway



south of the Shopping Center Site to the new access road to Interstate 15 north of the Shopping Center Site.

Lessee's access and use rights described in this Article XXIX shall become perpetual and non-exclusive upon Lessee's exercise of the first right of refusal pursuant to and in accordance with Article XXIV and the grant of such perpetual and non-exclusive access and use rights shall be incorporated in the grant deed given by Lessor to Lessee under Article XXIV.

[Remainder of Page Intentionally Blank; Signatures Follow]

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

CITY OF ESCONDIDO

By: \_\_\_\_\_  
Dane White

Its: Mayor \_\_\_\_\_

“LESSOR”

R1 ESCONDIDO INVESTMENTS, LLC

By: \_\_\_\_\_  
Larry Green

Its: Manager \_\_\_\_\_

“LESSEE”

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**EXHIBIT B**  
**TRACT LINE PLOT PLAN OF SHOPPING CENTER**

**EXHIBIT C**  
**PERMITTED TITLE EXCEPTIONS**

**EXHIBIT D**

**FORM OF LESSEE’S ESTOPPEL CERTIFICATE**

The City of Escondido  
201 N. Broadway  
Escondido, California 92025

Re: North County Fair  
Escondido, California

R1 Escondido Investment, LLC\_a California corporation\_\_\_\_\_ (“Lessee”) is the Lessee under that certain Ground Lease dated \_\_\_\_\_ 2023 (the “Lease”), by and between the City of Escondido, California (“Lessor”) and Lessee. Lessee hereby states that, to the best of its knowledge, as of the date of this Estoppel Certificate:

- (i) There is no default under the Lease nor has any notice of default been delivered by Lessee to Lessor;
- (ii) There has not been any assignment, modification or amendment of the Lease (except by \_\_\_\_\_);
- (iii) The Lease is in full force and effect; and
- (iv) No Fixed Rent or other charges payable by Lessee to Lessor under the Lease have been paid in advance.

This statement shall act as a waiver of any claim to the extent such claim is based on facts contrary to those asserted in this statement and to the extent said claim is asserted against a bona fide encumbrancer or purchaser for value, without knowledge of facts contrary to those contained in this statement. This statement shall in no event subject the undersigned to any liability whatsoever, notwithstanding the negligent or otherwise inadvertent failure of the undersigned to disclose correct and/or relevant information.

Dated: \_\_\_\_\_

R1 Escondido Investment , LLC  
a California corporation  
By:\_\_\_\_\_

**EXHIBIT E**  
**FORM OF SHORT FORM LEASE**

Recording Requested by  
and when Recorded Return to:

L Green Investment, LLC  
100 N Crescent Drive  
Suite 325  
Beverly Hills, CA

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this “Memorandum”) is made this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between THE CITY OF ESCONDIDO (“Lessor”), and R1 ESCONDIDO INVESTMENT, LLC, a California corporation \_\_\_\_\_ (“Lessee”), with reference to the following:

1. Lease. Lessor and Lessee have executed that certain Lease, dated as of \_\_\_\_\_, 2023 (the “Lease”), which provides for the lease by Lessor to Lessee of that certain real property located in the City of Escondido, County of San Diego, State of California, which real property (the “Premises”) is more particularly described on Exhibit A attached hereto and made a part hereof.

2. Term. The term of the Lease continues as of the date of the Lease Agreement and, except as provided below, shall expire at midnight of the day twenty (20) years after the Rent Commencement Date (as such term is defined in the Lease).

3. Mortgage / Deed of Trust. Pursuant to Article XI of the Lease, Lessor has agreed to join in the execution of any mortgage or deed of trust which Lessee may cause to be recorded against the Premises and the improvements located thereon, subject to the satisfaction of certain conditions set forth in the Lease with respect to such mortgage or deed of trust.

4. Right of First Refusal. Pursuant to Article XXIV of the Lease, Lessor has granted to Lessee a right of first refusal to purchase all or any portion of Lessor’s fee interest in the Premises, on the condition that such purchase does not conflict with the Surplus Lands Act.

5. Miscellaneous Provisions.

(a) If any provision of this Memorandum or portion thereof, or the application to any person or circumstances, shall to any extent be held invalid, inoperative or unenforceable, then the remainder of this Memorandum, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Memorandum; and each provision of this Memorandum shall be valid and enforceable to the fullest extent permitted by law.

(b) This Memorandum shall be construed in accordance with the laws of the State of California.

(c) This Memorandum shall be binding upon and inure to the benefit of the successors and assigns of Lessor and Lessee.

(d) In the event action is instituted to enforce any of the provisions of this Memorandum, the prevailing party in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs.

(e) This Memorandum may be executed in more than one counterpart, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature Page Immediately Follows]



All rights and obligations of Lessor and Lessee hereunder are governed by the terms, covenants, conditions, limitations and restrictions contained in the Lease.

ATTEST:  
OFFICE OF THE CITY ATTORNEY

**“LESSOR”:**  
THE CITY OF ESCONDIDO

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**“LESSEE”:**

**R1 Escondido Investment , LLC**  
**a California limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit A  
Legal Description of the Premises











# Chicago Title Company

725 South Figueroa Street, Suite 200, Los Angeles, CA 90017  
Phone: (213) 488-4300 • Fax: (213) 488-4377

## Issuing Policies of Chicago Title Insurance Company

ORDER NO.: **00122199-994-LT2-X27**

Escrow/Customer Phone: **(213) 488-4300**

Chicago Title Company - Valencia  
23929 Valencia Blvd., Suite 304  
Valencia, CA 91355  
ATTN: Melinda Gile  
Email: melinda.gile@ctt.com  
REF: NBU# 122181-57

Title Officer: **Jordan Curiel/Ted Tan (LA/Comm)**  
Title Officer Phone: **(213) 488-4331**  
Title Officer Fax: **(213) 488-4360**  
Title Officer Email: **LosAngelesNCSTitle@ctt.com**

PROPERTY: **270 EAST VIA RANCHO PARKWAY EAST, ESCONDIDO, CA**

### PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

*The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.*

*This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.*

*The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Florida corporation.*

*Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.*

*It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.*

Chicago Title Company

By:   
Authorized Signature



By:   
Michael J. Nolan  
President

ATTEST:   
Marjorie Nemzura  
Secretary



**PRELIMINARY REPORT**

**EFFECTIVE DATE:**                    **October 8, 2024 at 7:30 a.m.**

**ORDER NO.:** 00122199-994-LT2-X27

The form of policy or policies of title insurance contemplated by this report is:

**ALTA Extended Owner's Policy (6-17-06)**

1.     THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

**A FEE**

2.     TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS [VESTED IN:](#)

**CITY OF ESCONDIDO, A MUNICIPAL CORPORATION**

3.     THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

**See Exhibit A attached hereto and made a part hereof.**

PRELIMINARY REPORT

YOUR REFERENCE: NBU# 122181-57

ORDER NO.: 00122199-994-LT2-X27

## EXHIBIT "A"

### LEGAL DESCRIPTION

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

PARCEL 3 OF ESCONDIDO [MAP NO. 85-08](#), IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO [PARCEL MAP NO. 14270](#), FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 1, 1986.

APN(s): [760-170-25-00](#)

## EXCEPTIONS

**AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:**

- A. There were no taxes levied for the fiscal year 2024-2025 as the fee property was vested in a public entity.
- B. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

1. Water rights, claims or title to water, whether or not disclosed by the public records.
2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Green Mutual Water Company of San Diego County, a corporation  
 Purpose: Water pipes and appurtenances  
 Recording Date: December 12, 1952  
 Recording No: [Book 4685, Page 46 of Official Records](#)  
 Affects: A portion of said land as more particularly described in said document.

Reference is hereby made to said document for full particulars.

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Green Mutual Water Company of San Diego County, a corporation  
 Purpose: Pipes together with the pumps, wells, motors, pipelines, electric lines, equipment and facilities together with the right of ingress and egress therefrom  
 Recording Date: December 7, 1953  
 Recording No: [Book 5069 Page 269 of Official Records](#)  
 Affects: A portion of said land as more particularly described in said document.

and Recording Date: December 30, 1953  
 and Recording No: [Book 5098, Page 380 of Official Records](#)

and Recording Date: December 30, 1953  
 and Recording No: [Book 5098, Page 401 of Official Records](#)

Reference is hereby made to said document for full particulars.

The City of Escondido is the (Successor in interest to the Green Mutual Water Company) holder of easements recorded.

The City of Escondido (Successor in interest to the Green Mutual Water Company) holder of that certain interest in all water pipes and appurtenances together with the right to build and maintain facilities for the extraction and delivery of water as disclosed by documents recorded [December 12, 1953 in Book 4685, Page 46 of Official Records](#) and [December 30, 1953 in Book 5098, Page 417 of Official Records](#).



**EXCEPTIONS**  
(Continued)

4. An agreement regarding construction of a sewage treatment and disposal facility, dated June 21, 1967, upon the terms, covenants and conditions contained therein.
- Executed by and  
between: The City of San Diego, a municipal corporation and the City of Escondido, a municipal corporation
- Recording Date: July 17, 1967  
[Recording No.: 103860 of Official Records](#)
5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: San Diego Gas and Electric Company, a corporation  
Purpose: Public utilities and incidental purposes  
Recording Date: April 6, 1981  
[Recording No.: 81-104243 of Official Records](#)  
Affects: A portion of said land as more particularly described in said document.
- The exact location and extent of said easement is not disclosed of record.
6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: San Diego Gas and Electric Company, a corporation  
Purpose: Public utilities, ingress and egress and incidental purposes  
Recording Date: April 6, 1981  
[Recording No.: 81-104244 of Official Records](#)  
Affects: A portion of said land as more particularly described in said document.
- The exact location and extent of said easement is not disclosed of record.
7. A Resolution No. 85-28 of the City Council of the City of Escondido California establishing water repayment fees to the city for the South Escondido Boulevard Water Repayment Area was recorded [February 13, 1985 as Instrument No. 85-049204 of Official Records](#).
- Affects: 271-030-10 (Owner) North County Fair Kit Karson Park – (Front Foot) 1652.59 – (Total Assessment) \$40,890.43, no installments are delinquent.
8. Matters contained in that certain document
- Entitled: Easement, License, Construction and Maintenance Agreement  
Dated: May 30, 1985  
Executed by: EWH Escondido Associates, L.P., a Delaware limited partnership and the City of Escondido, a municipal corporation  
Recording Date: June 13, 1985  
[Recording No.: 85-210724 of Official Records](#)
- Reference is hereby made to said document for full particulars.
- A First Amendment to Easement, License, Construction and Maintenance Agreement, recorded [August 23, 1985 as Instrument No. 85-307344 of Official Records](#).

**EXCEPTIONS**  
**(Continued)**

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: San Diego Gas and Electric Company, a corporation  
 Purpose: Public utilities and incidental purposes  
 Recording Date: June 18, 1985  
Recording No: [85-216666 of Official Records](#)  
 Affects: A portion of said land as more particularly described in said document.
10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: San Diego Gas and Electric Company, a corporation  
 Purpose: Public utilities and incidental purposes  
 Recording Date: June 18, 1985  
Recording No: [85-216667 of Official Records](#)  
 Affects: A portion of said land as more particularly described in said document.
11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as delineated on or as offered for dedication on
- Map/Plat: [Parcel Map No. 14270](#)  
 Purpose: Public utilities, private sanitary, sewer and storm drains and incidental purposes  
 Affects: As shown on said map.
- 11a. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document
- Entitled: Memorandum of Lease  
 Lessor: The City of Escondido  
 Lessee: Nordstrom, Inc., a Washington corporation  
 Recording Date: November 26, 1986  
Recording No: [86-549264](#)
- The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.
12. Matters contained in that certain document
- Entitled: North County Fair Construction, Operation and Reciprocal Easement Agreement  
 Recording Date: November 26, 1986  
Recording No: [86-549267 of Official Records](#)
- Reference is hereby made to said document for full particulars.
- Matters contained in that certain document
- Entitled: First Amendment to Construction, Operation and Reciprocal Easement Agreement  
 Recording Date: March 14, 2014  
Recording No: [2014-0100990 of Official Records](#)
- Reference is hereby made to said document for full particulars.

**EXCEPTIONS  
(Continued)**

13. Reciprocal easements, for the purpose(s) shown below and rights incidental thereto as created by the following document:

Document: North County Fair Construction, Operation and Reciprocal Easement Agreement  
Purpose: Nonexclusive purposes for automobile parking and incidental uses, utilities, construction and for maintaining common foundations and walls, and loop road  
Recording Date: November 26, 1986  
[Recording No: 86-549267 of Official Records](#)  
Affects: A portion of said land as more particularly described in said document.

14. Intentionally deleted.

15. Intentionally deleted.

16. Intentionally deleted.

17. Intentionally deleted.

18. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: San Diego Gas and Electric Company, a corporation  
Purpose: Public utilities, ingress and egress and incidental purposes  
Recording Date: June 21, 2007  
[Recording No: 2007-0418281 of Official Records](#)  
Affects: A portion of said land as more particularly described in said document.

Limitations on the use, by the owners of said Land, of the easement area as set forth in the easement document shown hereinabove.

Reference is hereby made to said document for full particulars.

19. Intentionally deleted.

20. Intentionally deleted.

21. Intentionally deleted.

22. Intentionally deleted.

23. Intentionally deleted.

24. Intentionally deleted.

25. Intentionally deleted.

26. Intentionally deleted.

27. Intentionally deleted.

28. Intentionally deleted.

29. Intentionally deleted.

PRELIMINARY REPORT  
YOUR REFERENCE: NBU# 122181-57

**EXCEPTIONS  
(Continued)**

30. Intentionally deleted.
31. Intentionally deleted.
32. Intentionally deleted.
33. Intentionally deleted.
34. Intentionally deleted.
35. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
36. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.  
  
The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.  
  
The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.
37. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
38. Intentionally deleted.
39. Intentionally deleted.
40. Intentionally deleted.
41. Intentionally deleted.
42. Intentionally deleted.
43. Intentionally deleted.
44. Intentionally deleted.
45. Intentionally deleted.
46. Intentionally deleted.

**PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.**

PRELIMINARY REPORT

YOUR REFERENCE: NBU# 122181-57

ORDER NO.: 00122199-994-LT2-X27

**EXCEPTIONS  
(Continued)**

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**END OF EXCEPTIONS**

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## REQUIREMENTS SECTION

1. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: CITY OF ESCONDIDO

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

2. Unrecorded matters which may be disclosed by an Owner's Affidavit or Declaration. A form of the Owner's Affidavit/Declaration is attached to this Preliminary Report/Commitment. This Affidavit/Declaration is to be completed by the record owner of the land and submitted for review prior to the closing of this transaction. Your prompt attention to this requirement will help avoid delays in the closing of this transaction. Thank you.

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit/Declaration.

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**END OF REQUIREMENTS**

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### INFORMATIONAL NOTES SECTION

1. None of the items shown in this report will cause the Company to decline to attach ALTA Endorsement Form 9 to an Extended Coverage Loan Policy, when issued.
2. The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land Commercial properties, known as 270 East Via Rancho Parkway East, located within the city of Escondido, California, , to an Extended Coverage Loan Policy.
3. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
4. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
5. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
6. Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.
7. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

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**END OF INFORMATIONAL NOTES**

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Jordan Curiel/Ted Tan (LA/Comm)/jh2

## Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>



## FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective January 1, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We do share Personal Information among affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

**For Nevada Residents:** You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

**For Vermont Residents:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the

last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your acceptance and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

## Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the field rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for each discount. These discounts only apply to transaction involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

### **FNF Underwritten Title Company**

CTC - Chicago Title Company

### **FNF Underwriter**

CTIC - Chicago Title Insurance Company

### **Available Discounts**

#### **CREDIT FOR PRELIMINARY REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC)**

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge within the following time period from the date of the report.

#### **DISASTER LOANS (CTIC)**

The charge for a lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC)**

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 40% to 50% of the appropriate title insurance rate, depending on the type of coverage selected.

#### **EMPLOYEE RATE (CTC and CTIC)**

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

**ATTACHMENT ONE**

**CALIFORNIA LAND TITLE ASSOCIATION  
STANDARD COVERAGE POLICY – 1990**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

**EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;

- c. that result in no loss to You; or
- d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.
- 6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% % of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% % of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

**2006 ALTA LOAN POLICY (06-17-06)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

(Except as provided in Schedule B - Part II, (t(or T)his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

**(PART I**

(The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**PART II**

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:)

**2006 ALTA OWNER'S POLICY (06-17-06)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

(The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. (Variable exceptions such as taxes, easements, CC&R's, etc. shown here.)

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.





### OWNER'S DECLARATION

Escrow No.: 00122199-994-LT2-X27  
Property Address: 270 East Via Rancho Parkway East  
Escondido, CA

The undersigned hereby declares as follows:

1. (Fill in the applicable paragraph and strike the other)
  - a. Declarant ("Owner") is the owner or lessee, as the case may be, of certain premises located at 270 East Via Rancho Parkway East, Escondido, CA, further described as follows: See Preliminary Report/Commitment No. for full legal description (the "Land").
  - b. Declarant is the \_\_\_\_\_ of \_\_\_\_\_ ("Owner"), which is the owner or lessee, as the case may be, of certain premises located at 270 East Via Rancho Parkway East, Escondido, CA, further described as follows: See Preliminary Report/Commitment No. for full legal description (the "Land").
2. (Fill in the applicable paragraph and strike the other)
  - a. During the period of six months immediately preceding the date of this declaration no work has been done, no surveys or architectural or engineering plans have been prepared, and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on the Land or in connection with the improvement of the Land in any manner whatsoever.
  - b. During the period of six months immediately preceding the date of this declaration certain work has been done and materials furnished in connection with \_\_\_\_\_ upon the Land in the approximate total sum of \$ \_\_\_\_\_, but no work whatever remains to be done and no materials remain to be furnished to complete the construction in full compliance with the plans and specifications, nor are there any unpaid bills incurred for labor and materials used in making such improvements or repairs upon the Land, or for the services of architects, surveyors or engineers, except as follows: \_\_\_\_\_. Owner, by the undersigned Declarant, agrees to and does hereby indemnify and hold harmless Chicago Title Company against any and all claims arising therefrom.
3. Owner has not previously conveyed the Land; is not a debtor in bankruptcy (and if a partnership, the general partner thereof is not a debtor in bankruptcy); and has not received notice of any pending court action affecting the title to the Land.
4. Except as shown in the above-referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied mortgages, deeds of trust, Uniform Commercial Code financing statements, regular assessments, special assessments, periodic assessments or any assessment from any source, claims of lien, special assessments, or taxes that constitute a lien against the Land or that affect the Land but have not been recorded in the public records. There are no violations of the covenants, conditions and restrictions as shown in the above-referenced Preliminary Report/Commitment.
5. The Land is currently in use as \_\_\_\_\_; \_\_\_\_\_ occupy/occupies the Land; and the following are all of the leases or other occupancy rights affecting the Land:  
\_\_\_\_\_
6. There are no other persons or entities that assert an ownership interest in the Land, nor are there unrecorded easements, claims of easement, or boundary disputes that affect the Land.
7. There are no outstanding options to purchase or rights of first refusal affecting the Land.
8. Between the most recent Effective Date of the above-referenced Preliminary Report/Commitment and the date of recording of the Insured Instrument(s), Owner has not taken or allowed, and will not take or allow, any action or inaction to encumber or otherwise affect title to the Land.

This declaration is made with the intention that Chicago Title Company (the "Company") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Owner, by the undersigned Declarant, agrees to indemnify the Company against loss or damage (including attorneys fees, expenses, and costs) incurred by the Company as a result of any untrue statement made herein.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on \_\_\_\_\_ at \_\_\_\_\_.

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

**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 of Escondido  
201 North Broadway  
Escondido, California 92025-2798

*This Space for Recorder's Use Only*

**ASSIGNMENT AND ASSUMPTION OF CONSTRUCTION OPERATION AND  
RECIPROCAL EASEMENT AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF CONSTRUCTION OPERATION AND RECIPROCAL EASEMENT AGREEMENT (“**Assignment**”) is made and entered into as of the last signature date set forth below (“**Effective Date**”), by and between the CITY OF ESCONDIDO, a California municipal corporation (“**Assignor**”), on one hand, and R1 Escondido Investment, LLC, a California limited liability company (“**Assignee**”), on the other hand. (Assignor and Assignee may each be referred to herein as a “Party” and collectively as the “Parties.”)

WHEREAS, Assignor is currently the owner of that certain real property located in the City of Escondido, County of San Diego, State of California, more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (“**R1 Escondido Investment Parcel**”); and

WHEREAS, Assignor has leased the R1 Escondido Investment Parcel, and the improvements located thereon to Assignee pursuant to a certain Ground Lease, dated \_\_\_\_\_, 202\_, as (“**R1 Lease**”); and

WHEREAS, in conjunction with the R1 Lease, Assignor is obligated to assign to Assignee, as related to the R1 Escondido Investment Parcel, all of Assignor’s obligations, duties, covenants, conditions, and liabilities in and under that certain Construction, Operation and Reciprocal Easement Agreement dated November 26, 1986, recorded on November 26, 1986, as Document No. 86-549267, in the Official Records of San Diego County, California, as amended by that certain First Amendment to Construction, Operation and Reciprocal Easement Agreement dated March 12, 2013, recorded on March 14, 2014, as Document No. 2014-0100990, in the Official Records, (collectively, the “**REA**”); and

WHEREAS, pursuant to the R1 Lease and the REA, and the Parties established certain reciprocal easements, covenants, and conditions with respect to the construction, maintenance, and operation of the Shopping Center (as defined in the R1 Lease), including, without limitation, the Tracts

(as defined in the REA) and the Common Area (as defined in the REA); and

NOW, THEREFORE, in reliance on the foregoing and in consideration of the mutual covenants, agreements, and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment and Assumption. As of the Effective Date, Assignor hereby assigns, transfers, sets over, and delivers unto Assignee all of Assignor's obligations, duties, covenants, conditions, and liabilities in the REA as it relates to the R1 Escondido Investment Parcel, provided, however, that this Assignment shall not release or relieve Assignor of any of its obligations, duties, covenants, conditions, or liabilities under the REA to the extent arising or accruing prior to the Effective Date of this Assignment. Assignee hereby assumes the performance of all of the terms, covenants, obligations, and conditions imposed upon Assignor under and with respect to the REA to the extent arising or accruing from or after the Effective Date of this Assignment. Assignor shall retain all obligations respecting the REA for the period of time prior to the Effective Date of this Assignment.

2. Representations and Warranties of Assignor. Assignor hereby makes the following representations and warranties to the Assignee as of the Effective Date:

2.1 Assignor is the current holder of the entire interest of R1 Escondido Investment Parcel.

2.2 The REA is unmodified and remains in full force and effect.

2.3 No default on the part of Assignor, and no breach or failure of condition that, with notice or lapse of time or both, would constitute a default on the part of Assignor, exists under the REA.

2.4 The execution, delivery, and performance by Assignor of this Assignment (i) will not contravene any legal requirements applicable to Assignor; (ii) will not conflict with, breach, or contravene any other agreement binding upon Assignor; and (iii) will not result in the creation or imposition of any lien on any portion of the Property, except as otherwise may be permitted under the terms of the REA.

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

4. Effective Date. Unless a different date is provided in this Assignment, the effective date of this Assignment shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, this Assignment is executed by the Parties or their duly authorized representatives as of the Effective Date:

**ASSIGNOR**

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

Name: \_\_\_\_\_

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

**ASSIGNEE**

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

Name: \_\_\_\_\_

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

(ABOVE SIGNATURES MUST BE NOTARIZED; ACKNOWLEDGMENT PAGES FOLLOW)

Approved as to Form:

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

\_\_\_\_\_  
M. Dare DeLano, Assistant 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)

**Assignor**

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)

**Assignee**

**Exhibit A**

**Legal Description of Property**

All that certain real property in the City of Escondido, County of San Diego, State of California, more particularly described as follows:





**Chicago Title Company**

725 South Figueroa Street, Suite 200, Los Angeles, CA 90017  
Phone: (213) 488-4300 • Fax: (213) 488-4377

Issuing Policies of Chicago Title Insurance Company

ORDER NO.: **00122199-994-LT2-X27**

Escrow/Customer Phone: **(213) 488-4300**

Chicago Title Company - Valencia  
23929 Valencia Blvd., Suite 304  
Valencia, CA 91355  
ATTN: Melinda Gile  
Email: melinda.gile@ctt.com  
REF: NBU# 122181-57

Title Officer: **Jordan Curiel/Ted Tan (LA/Comm)**  
Title Officer Phone: **(213) 488-4331**  
Title Officer Fax: **(213) 488-4360**  
Title Officer Email: **LosAngelesNCSTitle@ctt.com**

PROPERTY: **270 EAST VIA RANCHO PARKWAY EAST, ESCONDIDO, CA**

**PRELIMINARY REPORT**

*In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

*The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.*

*This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.*

*The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Florida corporation.*

*Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.*

*It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.*

Chicago Title Company

By:   
Authorized Signature



By:   
Michael J. Nolan  
President

ATTEST:   
Marjorie Nemzura  
Secretary



725 South Figueroa Street, Suite 200, Los Angeles, CA 90017  
Phone: (213) 488-4300 • Fax: (213) 488-4377

## PRELIMINARY REPORT

**EFFECTIVE DATE:**                    **October 8, 2024 at 7:30 a.m.**

**ORDER NO.:** 00122199-994-LT2-X27

The form of policy or policies of title insurance contemplated by this report is:

**ALTA Extended Owner's Policy (6-17-06)**

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

**A FEE**

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS [VESTED IN:](#)

**CITY OF ESCONDIDO, A MUNICIPAL CORPORATION**

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

**See Exhibit A attached hereto and made a part hereof.**

Attachment "1"

PRELIMINARY REPORT

YOUR REFERENCE: NBU# 122181-57

ORDER NO.: 00122199-994-LT2-X27

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

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

PARCEL 3 OF ESCONDIDO [MAP NO. 85-08](#), IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO [PARCEL MAP NO. 14270](#), FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 1, 1986.

APN(s): [760-170-25-00](#)

## Attachment "1"

PRELIMINARY REPORT

YOUR REFERENCE: NBU# 122181-57

ORDER NO.: 00122199-994-LT2-X27

**EXCEPTIONS****AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:**

- A. There were no taxes levied for the fiscal year 2024-2025 as the fee property was vested in a public entity.
- B. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

1. Water rights, claims or title to water, whether or not disclosed by the public records.
2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Green Mutual Water Company of San Diego County, a corporation  
 Purpose: Water pipes and appurtenances  
 Recording Date: December 12, 1952  
 Recording No: [Book 4685, Page 46 of Official Records](#)  
 Affects: A portion of said land as more particularly described in said document.

Reference is hereby made to said document for full particulars.

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Green Mutual Water Company of San Diego County, a corporation  
 Purpose: Pipes together with the pumps, wells, motors, pipelines, electric lines, equipment and facilities together with the right of ingress and egress therefrom  
 Recording Date: December 7, 1953  
 Recording No: [Book 5069 Page 269 of Official Records](#)  
 Affects: A portion of said land as more particularly described in said document.

and Recording Date: December 30, 1953  
 and Recording No: [Book 5098, Page 380 of Official Records](#)

and Recording Date: December 30, 1953  
 and Recording No: [Book 5098, Page 401 of Official Records](#)

Reference is hereby made to said document for full particulars.

The City of Escondido is the (Successor in interest to the Green Mutual Water Company) holder of easements recorded.

The City of Escondido (Successor in interest to the Green Mutual Water Company) holder of that certain interest in all water pipes and appurtenances together with the right to build and maintain facilities for the extraction and delivery of water as disclosed by documents recorded [December 12, 1953 in Book 4685, Page 46 of Official Records](#) and [December 30, 1953 in Book 5098, Page 417 of Official Records](#).

## Attachment "1"

PRELIMINARY REPORT

YOUR REFERENCE: NBU# 122181-57

ORDER NO.: 00122199-994-LT2-X27

**EXCEPTIONS**  
**(Continued)**

4. An agreement regarding construction of a sewage treatment and disposal facility, dated June 21, 1967, upon the terms, covenants and conditions contained therein.

Executed by and

between:

The City of San Diego, a municipal corporation and the City of Escondido, a municipal corporation

Recording Date:

July 17, 1967

Recording No.:103860 of Official Records

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:

San Diego Gas and Electric Company, a corporation

Purpose:

Public utilities and incidental purposes

Recording Date:

April 6, 1981

Recording No.:81-104243 of Official Records

Affects:

A portion of said land as more particularly described in said document.

The exact location and extent of said easement is not disclosed of record.

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:

San Diego Gas and Electric Company, a corporation

Purpose:

Public utilities, ingress and egress and incidental purposes

Recording Date:

April 6, 1981

Recording No.:81-104244 of Official Records

Affects:

A portion of said land as more particularly described in said document.

The exact location and extent of said easement is not disclosed of record.

7. A Resolution No. 85-28 of the City Council of the City of Escondido California establishing water repayment fees to the city for the South Escondido Boulevard Water Repayment Area was recorded February 13, 1985 as Instrument No. 85-049204 of Official Records.

Affects:

271-030-10 (Owner) North County Fair Kit Karson Park – (Front Foot) 1652.59 – (Total Assessment) \$40,890.43, no installments are delinquent.

8. Matters contained in that certain document

Entitled:

Easement, License, Construction and Maintenance Agreement

Dated:

May 30, 1985

Executed by:

EWH Escondido Associates, L.P., a Delaware limited partnership and the City of Escondido, a municipal corporation

Recording Date:

June 13, 1985

Recording No.:85-210724 of Official Records

Reference is hereby made to said document for full particulars.

A First Amendment to Easement, License, Construction and Maintenance Agreement, recorded August 23, 1985 as Instrument No. 85-307344 of Official Records.

## Attachment "1"

PRELIMINARY REPORT

YOUR REFERENCE: NBU# 122181-57

ORDER NO.: 00122199-994-LT2-X27

**EXCEPTIONS  
(Continued)**

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: San Diego Gas and Electric Company, a corporation  
 Purpose: Public utilities and incidental purposes  
 Recording Date: June 18, 1985  
Recording No: [85-216666 of Official Records](#)  
 Affects: A portion of said land as more particularly described in said document.
10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: San Diego Gas and Electric Company, a corporation  
 Purpose: Public utilities and incidental purposes  
 Recording Date: June 18, 1985  
Recording No: [85-216667 of Official Records](#)  
 Affects: A portion of said land as more particularly described in said document.
11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as delineated on or as offered for dedication on
- Map/Plat: [Parcel Map No. 14270](#)  
 Purpose: Public utilities, private sanitary, sewer and storm drains and incidental purposes  
 Affects: As shown on said map.
- 11a. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document
- Entitled: Memorandum of Lease  
 Lessor: The City of Escondido  
 Lessee: Nordstrom, Inc., a Washington corporation  
 Recording Date: November 26, 1986  
Recording No: [86-549264](#)
- The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.
12. Matters contained in that certain document
- Entitled: North County Fair Construction, Operation and Reciprocal Easement Agreement  
 Recording Date: November 26, 1986  
Recording No: [86-549267 of Official Records](#)
- Reference is hereby made to said document for full particulars.
- Matters contained in that certain document
- Entitled: First Amendment to Construction, Operation and Reciprocal Easement Agreement  
 Recording Date: March 14, 2014  
Recording No: [2014-0100990 of Official Records](#)
- Reference is hereby made to said document for full particulars.

Attachment "1"

PRELIMINARY REPORT  
YOUR REFERENCE: NBU# 122181-57

**EXCEPTIONS  
(Continued)**

13. Reciprocal easements, for the purpose(s) shown below and rights incidental thereto as created by the following document:

Document: North County Fair Construction, Operation and Reciprocal Easement Agreement  
Purpose: Nonexclusive purposes for automobile parking and incidental uses, utilities, construction and for maintaining common foundations and walls, and loop road  
Recording Date: November 26, 1986  
Recording No: [86-549267 of Official Records](#)  
Affects: A portion of said land as more particularly described in said document.

14. Intentionally deleted.

15. Intentionally deleted.

16. Intentionally deleted.

17. Intentionally deleted.

18. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: San Diego Gas and Electric Company, a corporation  
Purpose: Public utilities, ingress and egress and incidental purposes  
Recording Date: June 21, 2007  
Recording No: [2007-0418281 of Official Records](#)  
Affects: A portion of said land as more particularly described in said document.

Limitations on the use, by the owners of said Land, of the easement area as set forth in the easement document shown hereinabove.

Reference is hereby made to said document for full particulars.

19. Intentionally deleted.

20. Intentionally deleted.

21. Intentionally deleted.

22. Intentionally deleted.

23. Intentionally deleted.

24. Intentionally deleted.

25. Intentionally deleted.

26. Intentionally deleted.

27. Intentionally deleted.

28. Intentionally deleted.

29. Intentionally deleted.

## Attachment "1"

PRELIMINARY REPORT  
YOUR REFERENCE: NBU# 122181-57

ORDER NO.: 00122199-994-LT2-X27

**EXCEPTIONS**  
**(Continued)**

30. Intentionally deleted.
31. Intentionally deleted.
32. Intentionally deleted.
33. Intentionally deleted.
34. Intentionally deleted.
35. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
36. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.
- The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.
- The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.
37. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
38. Intentionally deleted.
39. Intentionally deleted.
40. Intentionally deleted.
41. Intentionally deleted.
42. Intentionally deleted.
43. Intentionally deleted.
44. Intentionally deleted.
45. Intentionally deleted.
46. Intentionally deleted.

**PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.**



Attachment "1"

PRELIMINARY REPORT

YOUR REFERENCE: NBU# 122181-57

ORDER NO.: 00122199-994-LT2-X27

**EXCEPTIONS  
(Continued)**

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**END OF EXCEPTIONS**

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## REQUIREMENTS SECTION

1. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: CITY OF ESCONDIDO

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

2. Unrecorded matters which may be disclosed by an Owner's Affidavit or Declaration. A form of the Owner's Affidavit/Declaration is attached to this Preliminary Report/Commitment. This Affidavit/Declaration is to be completed by the record owner of the land and submitted for review prior to the closing of this transaction. Your prompt attention to this requirement will help avoid delays in the closing of this transaction. Thank you.

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit/Declaration.

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**END OF REQUIREMENTS**

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## INFORMATIONAL NOTES SECTION

1. None of the items shown in this report will cause the Company to decline to attach ALTA Endorsement Form 9 to an Extended Coverage Loan Policy, when issued.
2. The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land Commercial properties, known as 270 East Via Rancho Parkway East, located within the city of Escondido, California, , to an Extended Coverage Loan Policy.
3. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
4. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
5. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
6. Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.
7. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

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**END OF INFORMATIONAL NOTES**

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Jordan Curiel/Ted Tan (LA/Comm)/jh2

## Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

Attachment "1"  
**FIDELITY NATIONAL FINANCIAL, INC.**  
**PRIVACY NOTICE**

Effective January 1, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

**Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

**Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

**Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

**Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

**When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

## Attachment "1"

- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We do share Personal Information among affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

**For Nevada Residents:** You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

**For Vermont Residents:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the

## Attachment "1"

Item 19.

last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your acceptance and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

## Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the field rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for each discount. These discounts only apply to transaction involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

### **FNF Underwritten Title Company**

CTC - Chicago Title Company

### **FNF Underwriter**

CTIC - Chicago Title Insurance Company

### **Available Discounts**

#### **CREDIT FOR PRELIMINARY REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC)**

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge within the following time period from the date of the report.

#### **DISASTER LOANS (CTIC)**

The charge for a lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC)**

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 40% to 50% of the appropriate title insurance rate, depending on the type of coverage selected.

#### **EMPLOYEE RATE (CTC and CTIC)**

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.



**Attachment "1"**  
**ATTACHMENT ONE**

**CALIFORNIA LAND TITLE ASSOCIATION  
STANDARD COVERAGE POLICY – 1990**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

**EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;

Attachment "1"

Item 19.

- c. that result in no loss to You; or
- d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.
- 6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% % of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% % of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

**2006 ALTA LOAN POLICY (06-17-06)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

(Except as provided in Schedule B - Part II, (t(or T)his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

**Attachment "1"  
(PART I**

Item 19.

(The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**PART II**

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:)

**2006 ALTA OWNER'S POLICY (06-17-06)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

(The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. (Variable exceptions such as taxes, easements, CC&R's, etc. shown here.)

**Attachment "1"**  
**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



**OWNER'S DECLARATION**

Escrow No.: 00122199-994-LT2-X27  
Property Address: 270 East Via Rancho Parkway East  
Escondido, CA

The undersigned hereby declares as follows:

1. (Fill in the applicable paragraph and strike the other)
  - a. Declarant ("Owner") is the owner or lessee, as the case may be, of certain premises located at 270 East Via Rancho Parkway East, Escondido, CA, further described as follows: See Preliminary Report/Commitment No. for full legal description (the "Land").
  - b. Declarant is the \_\_\_\_\_ of \_\_\_\_\_ ("Owner"), which is the owner or lessee, as the case may be, of certain premises located at 270 East Via Rancho Parkway East, Escondido, CA, further described as follows: See Preliminary Report/Commitment No. for full legal description (the "Land").
2. (Fill in the applicable paragraph and strike the other)
  - a. During the period of six months immediately preceding the date of this declaration no work has been done, no surveys or architectural or engineering plans have been prepared, and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on the Land or in connection with the improvement of the Land in any manner whatsoever.
  - b. During the period of six months immediately preceding the date of this declaration certain work has been done and materials furnished in connection with \_\_\_\_\_ upon the Land in the approximate total sum of \$ \_\_\_\_\_, but no work whatever remains to be done and no materials remain to be furnished to complete the construction in full compliance with the plans and specifications, nor are there any unpaid bills incurred for labor and materials used in making such improvements or repairs upon the Land, or for the services of architects, surveyors or engineers, except as follows: \_\_\_\_\_. Owner, by the undersigned Declarant, agrees to and does hereby indemnify and hold harmless Chicago Title Company against any and all claims arising therefrom.
3. Owner has not previously conveyed the Land; is not a debtor in bankruptcy (and if a partnership, the general partner thereof is not a debtor in bankruptcy); and has not received notice of any pending court action affecting the title to the Land.
4. Except as shown in the above-referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied mortgages, deeds of trust, Uniform Commercial Code financing statements, regular assessments, special assessments, periodic assessments or any assessment from any source, claims of lien, special assessments, or taxes that constitute a lien against the Land or that affect the Land but have not been recorded in the public records. There are no violations of the covenants, conditions and restrictions as shown in the above-referenced Preliminary Report/Commitment.
5. The Land is currently in use as \_\_\_\_\_; \_\_\_\_\_ occupy/occupies the Land; and the following are all of the leases or other occupancy rights affecting the Land:  
\_\_\_\_\_
6. There are no other persons or entities that assert an ownership interest in the Land, nor are there unrecorded easements, claims of easement, or boundary disputes that affect the Land.
7. There are no outstanding options to purchase or rights of first refusal affecting the Land.
8. Between the most recent Effective Date of the above-referenced Preliminary Report/Commitment and the date of recording of the Insured Instrument(s), Owner has not taken or allowed, and will not take or allow, any action or inaction to encumber or otherwise affect title to the Land.

This declaration is made with the intention that Chicago Title Company (the "Company") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Owner, by the undersigned Declarant, agrees to indemnify the Company against loss or damage (including attorneys fees, expenses, and costs) incurred by the Company as a result of any untrue statement made herein.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on \_\_\_\_\_ at \_\_\_\_\_.

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



# STAFF REPORT

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December 04, 2024  
File Number 1110-40

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## SUBJECT

### PUBLIC ART DEACCESSION AND REMOVAL OF VINEHENGE

## DEPARTMENT

Community Services Department and Public Works

## RECOMMENDATION

Request the City Council approve the deaccessioning and removal of Vinehenge.

Staff Recommendation: Approval (Community Services and Public Works: Jennifer Schoeneck, Director of Economic Development and Joseph Goulart, Director of Public Works)

Presenter: Robert Rhoades, Assistant Director of Community Services and Wayne Thames, Public Works Manager

**ESSENTIAL SERVICE** – Yes, Maintenance of Parks facilities/Open Spaces

**COUNCIL PRIORITY** –

## FISCAL ANALYSIS

The cost to remove the Vinehenge play structure by Public Works staff would be approximately \$25,000. This would be absorbed by the Public Works operating budget.

## PREVIOUS ACTION

On September 18, 2002, the City Council adopted Resolution No. 2002-234R approving a contract with Nature Works, Inc. to manufacture and install a fabricated tree limb structure (grapevines) and new interactive play sculpture. The interactive play structure consisted of a slide decorated with mosaic oversized grapes, benches in the shape of oversized grape leaves, and perimeter faux rocks.

On September 9, 2024, the Public Art Commission voted 6-0, Vargas absent, to recommend deaccessioning and removal of Vinehenge.

On September 18, 2024, the City Council approved Resolution No. 2024-118 to adopt the Public Art Strategic Plan a guiding document which outlines the inspirational and practical roles of the City in the implementation of public art.



# CITY of ESCONDIDO

## STAFF REPORT

### BACKGROUND

#### Vinehenge History

The Vinehenge play structure in Grape Day Park was financed through the Public Art Fund. It was installed in 2004 at a cost of \$167,000. Vinehenge replaced the original public art project “Legacy”, an interactive structure, installed in 1994 and located in the same area in Grape Day Park. The original treehouse and climbing structure were made of oak tree limbs that experienced significant decay. Art conservation experts reviewed the art piece and determined that it would have to be replaced with new wood or the artwork would have to be modified significantly if it was to remain outdoors in Grape Day Park. After many discussions with the “Legacy” artist, art conservators, and fabricators, the Public Art Commission decided that it was not practical to restore the existing artwork.

Instead, four companies were contacted that were known for creating realistic environments from more permanent materials that could replicate the tree limb structure. Nature Works was selected by the Public Art Commission to fabricate and install the replica that stands today. At the time of completion, the interactive art piece met all of the playground and ADA standards.

Over time, the vine section of the play structure started to experience limb failures. The most recent breaks occurred in July 2022 and February 2023. Public Works secured the areas and sealed off the ends making the structure safe for use; however, the play structure was designed in such a way that the vines support one another. With two sections of the vines now missing, the integrity of the vine structure had been compromised and was not as strong or safe as it should be.

#### Play Equipment and Public Art

Over the last decade, playgrounds have become more colorful, creative, and elaborate. Long gone are the days of the simple swing, teeter-totter, and basic metal slide. Today’s modern playground features are accompanied by mini-climbing walls, ropes course, or even “digital” play components. Though theming playgrounds and play structures continues to be a popular concept, themes are often representative of the community through culture, history, and other inspirational factors. In some ways, theming a playground is the introduction of public art.

Public art contributes to the social and cultural identity of community and place. It adds to the quality of life and reflects those values. Public art comes in a variety of forms including different ways in which to interact with the piece. Some artwork is meant for viewing and reflecting while other art pieces encourage to interaction and engagement. Interactive artwork differs from the traditional by allowing the audience to participate in some form through touch, movement, or an otherwise immersive experience.

Artists that create interactive pieces understand that over time the artwork can become damaged requiring repair or replacement. Thus, such works are generally considered temporary. Furthermore, California Playground Safety Regulations define a playground as “an improved outdoor area designed,





# CITY of ESCONDIDO

## STAFF REPORT

equipped, and set aside for children's play that is not intended for use as an athletic playing field or athletic court, and shall include any playground equipment, fall zones, surface materials, access ramps, and all areas within and including the designated enclosure and barriers.” As a result, Vinehenge is considered a playground and must conform to playground safety standards.

While some exceptions apply, only play structures built between January 1, 1994 and December 31, 1999, are exempt from complying with the full requirements of the California Playgrounds Regulations until 15 years after the installation. Furthermore, Assembly Bill (AB) 1144 required all playgrounds open to the public to be inspected by a Certified Playground Safety Inspector (“CPSI”) to properly assess equipment, fall zones, surface materials, access ramps, and all areas within the designated playground space. As a part of this compliance, the City of Escondido inspects all playgrounds on a rotational basis and/or after any major repairs to an existing playground.

### Playground Safety Inspections

In February 2023, Wayne Thames, Public Works Manager/Parks (CPSI), conducted a full safety inspection of the Vinehenge playground. It was noted that there was extensive degradation of the metal substructure. Upon further inspection, additional concerns were noted as the structure is no longer in compliance with current playground safety standards. This included but was not limited to:

- Less than 72 inches of required cleared use zone between the vines, boulders, and grape leaves.
- Less than 72 inches of required cleared use zone between the grape leaves and the concrete access ramp.
- Less than 72 inches of required cleared use zone between the grape slide and the concrete curb.
- Less than 72 inches of required cleared use zone between the grape slide and the climbing structure.
- Less than 72 inches of required cleared use zone between the rocks and the concrete curb; additionally, they do not meet the 72-inch clearance use zone from each other. The rocks are considered to be a climbing surface and not a step because of the height of the boulders.
- As for the grape slide structure itself, the standard for slide construction is to manufacture the slide in a way that a child cannot climb on the outside of the structure. The grape slide, as constructed today, allows children to easily climb on the outside of the structure.
- Complete replacement of the Vine structure would trigger additional work to make the entire playground compliant with today’s ADA and playground safety standards.

In an effort to verify the City’s findings, an independent playground safety consultant, SafePark, was hired to conduct a safety audit of the Vinehenge play area. The findings mirrored those of the City’s CPSI and included items such as improper depth ground padding, inadequate fall protections, height excess safety concerns, non-compliant structural spacing, compromised structural integrity, and non-existent fencing due to high traffic proximity, all noted in Attachment “1”. The results of these findings led the City to close off and fence the Vinehenge play area in June 2023.



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In accordance with the artist's original agreement, City staff reached out to discuss some available options. The artist believed that the flaws could be adequately repaired and addressed. The artist requested an additional safety inspection of a company of their choosing. Therefore, a second playground safety inspection company, ProTech Building Services, was hired to assess the play area. The results, further demonstrated non-compliant safety concerns and equipment failures, Attachment "2".

Since this project was originally funded through public art, it is considered an interactive public art piece and thus must undergo the established public art deaccessioning process with the consideration of established safety standards as governed by the California Playground Safety Regulations.

### Prior Repair/Maintenance

The play structure vines are constructed with an interior, steel pipe armature that are welded together and covered with a sculpting epoxy to form the realistic look of the elements. Repairs to this structure come with a significant cost and at this point, would likely only be a temporary solution extending the life of the structure for a few years at most.

The vine structure has been repaired three times by the artist and twice by Public Works staff. The grape slide has had two major repairs. The first repair to the slide in 2014 was due to a crack in the end of the modular slide, resulting from normal wear and tear. The second time the slide needed repair was in 2018, due to vandalism. At that time, the year and model of the modular slide that was used in the grapes had been discontinued and it took several months to locate a replacement part. The only replacement part that could be located in the U.S. was a different color and had to be painted to match the existing structure. Any additional failures to this component (the modular slide) may result in complete removal of the grape slide. Throughout this repair work, the City has spent approximately \$64,000 maintaining and repairing the Vinehenge playground.

### Public Art Strategic Plan

The Public Art Strategic Plan was created to bring an overarching framework and purpose to public art within Escondido. This established a defined vision, "We are a City where art, inspired by community, welcomes visitors and residents, creating a fun and lively environment that celebrates all things Escondido, heralding our past and manifesting our future." It also created a series of values and goals in which the public art program should embody.

Through the creation of this plan, it also outlined an established process by which the Public Art Commission shall concentrate their efforts annually. These areas include new art solicitation, art education, art maintenance, and deaccessioning.

The Public Art Strategic Plan and 2024/2025 Annual Work Plan was approved by the Public Art Commission on May 20, 2024. This was then unanimously adopted by the City Council on September 18, 2024.



# CITY of ESCONDIDO

## STAFF REPORT

Included in the 2024/2025 Annual Work Plan within the category of deaccessioning was addressing the Vinehenge Play Structure in Grape Day Park.

### Deaccessioning

Deaccession is to officially remove (an item) from the listed holdings or collection of an entity or organization. This is typically done when the work is of poor quality and lacks value for exhibition or study purposes. The physical condition of the work is so poor that restoration is not feasible or would compromise the work's integrity or the artist's intent. In this case, Vinehenge as an interactive art piece has degraded in physical condition wherein restoration is no longer possible based on current playground safety standards. On September 9, 2024, the Public Art Commission voted 6-0, Vargas absent, to recommend deaccessioning and removal of Vinehenge.

### Recommendation

Community Services and Public Works staff met with the artist to discuss the future of Vinehenge. All parties are in agreement that the structure is at the end of its useful life and needs to be removed. Staff recommends the deaccession and removal of the Vinehenge playground space. A future replacement should be with a standard play structure that aligns with the Grape Day Park Master Plan. City Staff understands that this is an iconic Escondido attraction and will work with the City Council and the community to meet their requests for future opportunities within this space.

### **ATTACHMENTS**

- a) Attachment "1"—Grape Day Park Playground Safety Audit, 06-12-2023 (SafePark)
- b) Attachment "2"—Grape Day Park Playground Inspection Report (2023)
- c) Attachment "3"—Public Art Strategic Plan

# SafePark®

## Playground Safety Audit

Prepared for: Escondido Grape Day Park Audit 6-12-23



## “Play Safe with SafePark”

Performed 6-12-23 By: Charles Froeming CPSI #49198-0923

In accordance with California Senate Bill #3316-1001 and California Department  
of Health Services Regulation R-39-97

23151 Alcalde Drive, Suite B4, Laguna Hills, CA 92653  
Phone 949-588-9692 \* Fax 949-588-9776

Email: [jameyclarkinc@gmail.com](mailto:jameyclarkinc@gmail.com) Web: [www.SafePark.com](http://www.SafePark.com)  
a division of Jamey Clark, Inc

\*Celebrating 40 years of continuous Quality Service\*  
“One call does it all - No job too small”

# SafePark® Playground Services

Phone 949-588-9692 \* Fax 949-588-9776

**Email:** [jameyclarkinc@gmail.com](mailto:jameyclarkinc@gmail.com) **Web:** [www.SafePark.com](http://www.SafePark.com)

Affiliates CACM, NPRA, NPSI, OPRA, CPRS, CPSI

Contractor's License #B-866453 \* Certified Playground Inspector #55226-725

June 12, 2023

Mr. Wayne Thames

Park Maintenance Supervisor

City of Escondido

201 N Broadway

Escondido, Ca. 92025

RE: Escondido Grape Day Park Audit

Dear Wayne,

On June 12, 2023 we performed an audit on equipment located at 321 N Broadway Escondido, Ca. The structures evaluated included: one freestanding tube slide structure (made by Playworld Systems) with an 11' 3" high architectural art deco structure attached, one large upper body climber designed as an artistic play structure, three climbing/seating rock leaf structures, three rounded molded rock grape structures, and approximately 14 to 15 rock/boulders inside the containment area circling the perimeter. The manufacturer, design, and layout of the artistic play features in the containment area were provided by Nature Works Inc. (<https://www.facebook.com/natureworksinc/>) The safety surface is EWF engineered wood fiber. Average depth EWF in use zones is 4" to 6". Containment area is an irregular circle, approximately 84' X 78'. The fall height of the Vine climber is 105". The slide structure entry deck is 76 ½", however, the attached concrete grape structure has a maximum height of 135", the concrete leaf structures range in maximum height of 32", 36", and 39".

There is an additional playground location approximately 25 feet from the playground area being audited. This area was not part of this audit per request of the owner operator representative.

All services are performed according to the National Playground Safety Institute Guidelines and by the State Contractor's Board Guidelines. All services will be performed in a workmanlike manner according to standard practices. The above client is covered as additionally insured on Jamey Clark, Inc. liability and auto insurance policy. All areas affected will be left in a clean and orderly fashion.

Page 2

June 12, 2023

Escondido Grape Day Park Audit

Customer agrees to release, indemnify and hold Jamey Clark, Inc. harmless from and against all claims, damages, losses, and expenses, including court costs and reasonable fees and expenses of attorneys, expert witness and other professionals, arising out of or resulting from claims relating to the products and services outlined above, but excluding such claims or liabilities arising from and limited to the sole activity of negligence or willful misconduct of Jamey Clark, Inc. and/or its employees.

Thank you for contacting JCI, SafePark Services, we appreciate the opportunity to provide you with this playground audit report. If you have any questions, please don't hesitate to give us a call. If you would like more information on the wide range of services provided by JCI please visit our website at [www.SafePark.com](http://www.SafePark.com). We look forward to working with you in the very near future.

Charles Froeming

*Charles Froeming*

CPSI# 49198- 0923

*Safety Playground Inspector*

## Safety Priority Rating System and Notifications

<b>Priority 1 Safety Concern</b>	Non-compliant safety concern: may result in permanent disability, loss of life. <b>* Condition should be corrected immediately.</b>
<b>Priority 2 Safety Concern</b>	Non-compliant safety concern: may result in temporary disability. <b>*Condition should be corrected as soon as possible.</b>
<b>Priority 3 Safety Concern</b>	Non-compliant safety concern: likely to cause a minor (non-disabling) injury. <b>*Condition should be corrected when time permits.</b>
<b>Priority 4 Safety Concern</b>	Non-compliant safety concern: potential to cause an injury is very minimal. <b>* Condition should be corrected at Owner/Operator's discretion.</b>

**NOTE:** California has made it law that all public access playgrounds must meet standards set forth by the ASTM-1487 and the CPSC Handbook standards. It is highly recommended that a periodic maintenance program be put in place. It is also recommended repairs and maintenance performed on or in a playground area is performed by a Qualified Playground Service Technician and inspected by a Certified Playground Safety Inspector.

**NOTE:** Loose-fill surfacing requires frequent maintenance to ensure surfacing levels never drop below the minimum depth. Areas under swings and at slide exits are more susceptible to displacement; special attention must be paid to maintenance in these areas. Additionally, wear mats can be installed in these areas to reduce displacement, CPSC 2.4.2.2 (2). Good drainage is essential to maintaining loose fill surfacing. Standing water with surface materials reduces effectiveness and leads to material compaction and decomposition. CPSC 2.4.2.2 (5). In the case of wood fibers as it decomposes it may lose its impact attenuation qualities. In the case of sand, based on its quality, it will compact at different rates and it will lose its impact attenuation qualities. When sand is used the necessary maintenance will include, but not be limited to; tilling to keep sand loose, remove contaminants such as leaves, twigs, grass, rocks and other debris. When wood fiber is used the necessary maintenance will include but not be limited to removing contaminants such as leaves, twigs, grass, rocks and other debris and ensuring the integrity of 9-inches of wood fibers. Beware of decomposition at the lower levels. When the integrity of your loose fill surfacing becomes questionable it is recommended the material be maintained, replaced and/or field tested for impact attenuation.



## Page 2 - Safety Priority Rating System and Notifications

**NOTE:** We are available to consult with staff on-site to review the Audit Report. Based on our findings we will recommend a SafePark periodic safety inspection schedule that will not only help to keep children safer, but will also be an invaluable tool for defending potential litigation. Do not release this report to any person except an agency official, legal counsel, insurance representative, or an investigating police officer.

**NOTE:** Injuries to children may occur from many types of playground equipment and environmental conditions. The SafePark Audit Report on the following pages will help to assess if your playground is in compliance with the current playground standards set forth by the State of California. It will also identify conditions that may be unsafe due to normal wear and tear, equipment failure, or vandalism, and offer suggestions to address maintenance and repair concerns that may exist on or near your playground. **NOTE:** While the SafePark Audit does not cover every potential safety concern, it is a comprehensive overview of your playgrounds current condition and potential safety concerns. The SafePark Playground Safety Audit Form is based on the Public Playground Safety Handbook written by the U.S. Consumer Product Safety Commission (CPSC) Revised November 2010; American Society for Testing and Materials (ASTM) F1487-21. The Department of Justice 2010 ADA Standards for Accessible Design (2010 Standards) for Title II (28 CFR Part 35) and Title III (28 CFR Part 36), Sections 240 and 1008 Play Areas. The Playground Audit will be performed by a Certified Playground Safety Inspector in good standings with the National Playground Safety Institute, The National Recreation and Park Association and the California Park and Recreation Society.



## General Environment

### 1. Category of Playground: (check all that apply)

Community Park		City Park	X	Daycare Center	
Neighborhood Park/PLay area		Private School		Other	

### 2. Equipment Inventory: (indicate the number of equipment pieces that exist)

A. Composite Structures 2 to 5 User age 5 to 12			B. Freestanding Equipment -		C. Site Amenities	
0	Stairways	0	Swings	0	Benches	3 Distant
0	Rigid Climber	0	Rotating swings	0	Pic Table	4 Distant
0	Flexible Climber	0	Cable Glider	0	Drink Fountains	1 42'
0	Decks	0	Slides	1	Lights	0
0	Play panel	0	Seated spinners	0	Wheelchair parking	0
0	Slides	0	Leaf seat climber	3	Signs	2 No climbing
0	Talk Tubes	0	Upper body Vine Climber	1	Litter barrels	2
0	Horizontal Rings	0	Rocking Eqpt	0	Fencing	0
0	Bridges	0	Play panels w/seat	0	Restrooms	2
0	Step Ladder	0	Playhouse	0	Shade	0
0	Cargo net	0	Balance Beam	0	Basketball court	0
0	Shade Canopy Lg.	0	Standing Backhoes	0	Volley ball	0
0	Transfer station	0	Shade Canopy	0	Trees	40' to 50' Plus
0	Ground seats	0	Hop Scotch	0	Lunch area	0

### 3. Playground Perimeter Concerns Measured in Feet & Comments

**The owner/operator shall evaluate each border concern for possible mitigation**

Play Perimeter concerns	Distance from Border	Priority Rating	Comments
1st Public Street Broadway	75'	2	No Fence or barriers
2nd Street	N/A	0	
3rd Street	N/A	0	
Pool	0		
Streets with Heavy traffic	75'	2	
Water (ponds/streams/ditch		0	
Soccer/football field	N/A	0	
Baseball/softball field	N/A	0	
Basketball Court	N/A	0	
Parking Lot	60 ft.	2	No Fence or barrier
Picnic Table	50 to 100 Ft Plus	0	Distant
Trees	40 to 50 ft plus	0	Distant
Benches	Distant	0	
Teather ball	N/A	0	
Volleyball	N/A	0	
BBQ	0	0	
2nd play area	25 feet	2	13" containment drop off
Restrooms	40' Plus	0	

## Page 3 - General Environment

It is important to understand that children are easily attracted to areas and situations that are not always safe. Public streets and parking lots located near a playground can be dangerous.

Baseball, soccer, football fields and golf courses can be hazardous if in close proximity to a playground, as miss directed balls can strike a child and possibly cause injury.

Railroad tracks, water ponds, streams, ditches, construction yards and cliffs are attractive to children and can be hazardous.

Trees located in or around a playground must have their limbs and branches trimmed to be at least 84-inches above the highest designated play surface. The reason for this is that children will attempt to reach out and grab and try to swing on limbs and/or branches. This could cause a dangerous fall.

**Non**  
**Comp. Comp. N/AV Notes**

1.	General Environment		X		ASTM 2049 Street and Parking
2.	Materials & Manufacture		X		Design issues and failure
3.	Use Zones		X		
4.	Maint., Surfacing, Labeling signage		X		Missing warning labels
5.	Accessibility	X			
6.	Access & Egress	X			
7.	Platforms, Landings, Walkways			X	
8.	Flexible components			X	
9.	Step Ladder			X	
10.	Cargo nets			X	
11.	Upper body equipment			X	
12.	Slides		X		Accessible climbable structure
13.	Swings			X	
14.	Ladder climber			X	
15.	Seesaws			X	
16.	Spring Rocking equipment			X	
17.	Cable Glider			X	
18.	Balance beams			X	
19.	Sliding Poles			X	
20.	Shade	X			In general area no containment shade
21.	Roller Slides			X	

22.	Flexible Rubber Climbers			X	
23.	Spinners			X	
24.	Stepping Form			X	
25.	Standing spinners			X	
26.	Fencing, Gates, Barriers, Signs		X		ASTM 2049 Level II Street Hazard

## PLAYGROUND SAFETY AUDIT

The following is an itemized list of the issues observed. Photos were taken on site during the audit process and include descriptions or the items that currently do not meet the ASTM F1487-21 and CPSC guidelines. Note: Whenever ASTM code is cited it refers to ASTM F1487-21 unless otherwise noted.

ADA Accessible Design Pertaining to The Playground Equipment Area's only:

Is the playground and equipment area accessible **Yes**

Within the containment area is the playground equipment ADA accessible? **Yes**

Is the Playground subject to the DOJ 2010 Standard for Accessible Design? **Yes**

1. There are missing warning labels on all play structures and no freestanding warning sign. Only one label noted is a Playworld systems identification on the original Playworld slide. Either warning labels or a freestanding sign are required. **1 Rating.** Recommended labels: ASTM 14.2.1. Information message communicating age appropriateness, ASTM .14.2.2 Information message communicating supervision recommended, ASTM 14.2.3 warning message communicating the removal of helmets, drawstrings or accessories around the neck. ASTM 14.2.4 warning message communicating hot play surfaces and/or surfacing when applicable, ASTM 14.2.5 warning message communicating the hazard of play equipment located over hard surfaces, when applicable.(Sample label photo) Recommend placing labels and/or a freestanding warning sign.  
No Picture.
2. There are deep drop offs at the sidewalks entering the 2nd play area. Drop off is approximately 25 feet from the audited play area. ASTM 3.1.50, CPSC 3.6. ASTM F 2049 **2 Rating.** Recommend adding safety material to the 2nd play area or building ramps to eliminate the drop offs.



3. The use zones around all structures are non-compliant. The slide, vine climber, and concrete leaf structures are designed for climbing and play. Reference Nature Works Inc. Maintenance Manual Sept. 11 2004. ASTM 9.2.1, 9.2.3 CPSC 5.3.9. **1 Rating.** The large boulders placed close together also represent a fall hazard in the containment area. Recommend the structures/equipment be moved or removed to achieve proper use zones. (Vine climber & Slide 51", Vine climb and bolder 44", vine climb and round grape rock 48". Leaf climber to ADA ramp 32", Leaf to curb 29", Leaf to rocks and boulder up to 52". Stationary structures require a 72 inch use zone.



4. Two structural failures of the vine climber have been reported on Jan 26, 2023 and Aug. 22 2022. The current condition of the vine climber reveals complete separation of the climber arm extensions in two locations. Pics below. Movement of the remaining damaged arms and the structure indicates serious structural compromise. There are numerous cracks, some large and deep, that may have allowed water to enter down to the metal infrastructure leading to rust and support structure failure. ASTM 4.1, CPSC 2.5.1. **1 Rating.** Recommendation: High priority. Immediately take the play area out of service with approved construction fencing to restrict play activity in the area. Long term engineered structural integrity and safety of the existing structure is a serious concern.



*ASTM F1487-21 4.1 General Requirements—Playground equipment shall be manufactured and constructed only of materials that have a demonstrated durability in the playground or similar outdoor setting. Any new materials shall be documented or tested accordingly for durability by the playground equipment manufacturer.*



5. The depth of the EWF engineered wood fiber throughout the play area is non-compliant for depth. The minimum depth for wood fiber is 9 inches of safety material maintained at all times. The average depth of the safety surface is 4 to 6 inches. In addition, there is substantial EWF decomposition starting at just 2 to 3 inches below the surface. ASTM 13.2.1, CPSC 2.5.1 table 2.  
**1 Rating.** Recommend replacing the old decomposing material with 12 inches of new engineered wood fiber.





6. There is a deep kick out at the slide exit The exit height exceeds the 15 inch maximum height and there is insufficient depth of safety material. ASTM 8.5.5.3, CPSC 5.3.6.4. **2 Rating.** Recommend adding safety material to the area to maintain the minimum 9 inch proper depth and lower the exit height of the slide.



7. There is a street with busy traffic, parking, and a bike path in the playground non-compliant hazard zone. The bike path is approximately 60 feet from the play area use zones and the parking and street begin at 75 feet from the playground use zones. Hazards from 30 to 100 feet are considered Level II. ASTM F2049. **2 Rating.** A series of compliant barriers and fencing could be used to lower the risk factors and rating slightly, but in this case the close proximity of the busy street per the standard should be mitigated by placing an ASTM F 2049 compliant fence with a self closing gate around the entire play area.

*ASTM F 2049 6.1.3 Fences—All vulnerable play areas shall have fences with gates as described in 7.6. This method of protection may include chain link and other materials of a minimum height of 4 ft (1.22 m) above grade.*

*8.3 Vulnerable Play Zone....Level I (top priority) is where the hazard is less than 30 ft from play equipment or its use zone. Level II is where the hazard is 30 ft up to 100 ft from play equipment or its use zone, and Level III is where the hazard is over 100 ft up to 200 ft from play equipment or its use zone. Any hazard more than 200 ft away is not necessarily within a vulnerable play zone requiring a fence unless the owner/operator or its representative deems it as being required.*



**Note:** The large dead tree structure approximately 15 feet from the play area could be considered an attractive nuisance and climbing hazard under ASTM F2049. **No Rating.**



8. The existing Playworld slide retrofitted with a concrete rock artistic representation of grapes does not fit into any published description of the ASTM, CPSC playground safety standards. The surfaces are for the most part rounded with no flat 2X2 inch designated play surface. However, the added structure is readily accessible with a top height of 135 inches, over 11 feet high. The safety surfacing below this area is currently non compliant for depth, but even at the proper depth a fall from this height could be catastrophic. Impact testing of the safety surface at the proper depth is needed to determine if the surfacing is compliant for the potential fall height. There have been reports of kids climbing to the top. The two signs on sight requesting “Do not climb on the grape structure” are helpful for proper warning, however, they are only a warning and do not eliminate a potential hazard. Professional opinion: **1 Rating.** The current configuration with non-compliant depth of surfacing represents a serious hazard. There is no known repair or modification that I can recommend to eliminate the climbing hazard.



Another important concern of the slide grape design is there is no way to view the condition and integrity of the slide tube connections.

### End of Playground Audit

#### General Maintenance Concerns:

1. There are several squirrel burrows in the ground near the play area with one in the containment area.
2. One of the ground level rock grapes has damage and missing mosaic pieces.
3. There is a small felt tip graffiti on one of the leaf structures.

In summary the play area and equipment have several important concerns. The play area should be taken out of service until the listed exceptions can be resolved.

The following are general site pictures:





2nd play area not audited

Thank you for contacting JCI, SafePark Services, we appreciate the opportunity to provide you with this playground inspection report. If you have any questions, please don't hesitate to give us a call. If you would like more information on the wide range of services provided by Jamey Clark, Inc. (JCI) please visit our website [www.SafePark.com](http://www.SafePark.com) We look forward to working with you in the very near future.

Sincerely,

*Charles Froeming*

Charles Froeming  
Jamey Clark, Inc. (JCI)  
SafePark Services  
CPSI #49198-0923



# ProTec Building Services

10180 WILLOW CREEK ROAD | SAN DIEGO, CA 92131  
(800) 557-2217 TEL: (858) 569-1080 FAX: (858) 569-1088

EMAIL: [INFO@GOPROTEC.COM](mailto:INFO@GOPROTEC.COM) | WEBSITE: [WWW.GOPROTEC.COM](http://WWW.GOPROTEC.COM)

December 27, 2023

## Grape Day Park

Attn: City of Escondido  
c/o Jennifer Schoeneck  
201 North Broadway  
Escondido, CA 92025

## Playground Safety Inspection Report

Dear Ms. Schoeneck:

Please review the following Playground Safety Inspection observations and recommendations found during a site visit of your playground. All observations and recommendations are based upon:

- Standard Consumer Safety Performance Specification Handbook for Playground Equipment for Public Use (Publication F1487-11 and F2373-11)
- Standard Guide for ASTM Standards on Playground Surfacing (Publication F2223-10)
- U.S. Consumer Product Safety Commission - Public Playground Safety Handbook (Publication #325).

These publications are used to comply with California Health and Safety Code, Division 104, Part 10, Chapter 4, Article 1, Section 115725.

The purpose of this visual inspection and recommendation is to facilitate the Board of Directors in the proper repairs and maintenance needed to bring and maintain the playground and equipment in compliance. This report is also intended to provide general information to the Board to help institute an adequate proactive inspection and maintenance program in their community to maintain the playground area and its components.

**Site Inspection:** 321 North Broadway, Escondido, CA 92025

# ProTec Building Services

10180 WILLOW CREEK ROAD | SAN DIEGO, CA 92131  
TEL: (800) 557-2217 FAX: (858) 569-1088

EMAIL: INFO@PROTEC.COM | WEBSITE: WWW.PROTEC.COM

Based upon inspection, our observations and recommendations are as follows\*. Equipment or conditions found in compliance are listed as "Passed." Equipment or conditions not in compliance are listed as such, along with the ASTM Standard (Requirement), a brief description of the reason for non-compliance (Observation) and suggestions for action (Recommendation):

- **Priority #1:** Non-compliant safety concern that may result in permanent disability, loss of life or body part. Condition should be corrected immediately.
- **Priority #2:** Non-compliant safety concern that may result in temporary disability. Condition should be corrected as soon as possible.
- **Priority #3:** Non-compliant safety concern that is not likely to cause an injury. Condition should be corrected when time permits.

## EQUIPMENT

- Climbers - **Failed**
- Materials and Manufacture - **Failed**
- Placement of Equipment - **Failed**
- Protective Surfacing - **Failed**
- Signs and Labels - **Failed**
- Slides - **Failed**

The Equipment Manufacturer is: PlayWorld Systems and Custom



See the following photo report for information and recommendations on any components that "Failed" the inspection.

# Grape Day Park

## Playground Inspection Report

### 2023



Inspection Performed on: Wednesday, December 27, 2023

**Prepared by ProTec Building Services**



**10180 Willow Creek Road  
San Diego, CA 92131  
Phone: (800) 557-2217  
Fax: (858) 569- 1088**

Grape Day Park

**Climbers**

**Fail - Priority #1**



**Requirement:**

Sharp Points and Edges... Equipment free of splinters, sharp points, edges; tubing is capped; bolts free of burrs, sharp points, and edges. (ASTM 6.2; CPSC 3.4)

**Observations:**

The cracks in the epoxy are creating sharp points and edges in certain areas.

**Recommendations:**

Eliminate any areas that could cause cuts or lacerations.

**Materials and Manufacture**

**Fail - Priority #2**



**Requirement:**

Users cannot ingest, inhale, or absorb any potentially hazardous amounts of substances through body surfaces as a result of contact with the equipment. (ASTM 4.1.2 and 4.1.3; CPSC 2.5.4)

**Observations:**

Some of the finish materials are removeable.

**Recommendations:**

Verify all finish materials are permanently attached and cannot be easily removed.

**Materials and Manufacture**

**Fail - Priority #1**



**Requirement:**

There shall be no visible crack or breakage of any component and no form of permanent deformation of any component that may adversely affect the structural integrity or safe use of the equipment. (ASTM 12.2.2)

**Observations:**

Some of the cracks are large and the steel structure is visible. Water was seen dripping from cut ends of the structure.

**Recommendations:**

Verify the structural condition and repair or replace damaged equipment components as needed to be in compliance with ASTM and CPSC standards.



**Materials and Manufacture**

**Fail - Priority #1**



**Requirement:**

There shall be no visible crack or breakage of any component and no form of permanent deformation of any component that may adversely affect the structural integrity or safe use of the equipment. (ASTM 12.2.2)

**Observations:**

Some of the equipment components have cracks large enough to cause cuts and/or lacerations.

**Recommendations:**

Repair or replace damaged equipment components to be in compliance with ASTM and CPSC standards.

---

**Materials and Manufacture**

**Fail - Priority #2**



**Requirement:**

Users cannot ingest, inhale, or absorb any potentially hazardous amounts of substances through body surfaces as a result of contact with the equipment. (ASTM 4.1.2 and 4.1.3; CPSC 2.5.4)

**Observations:**

The surface finish is peeling in certain areas.

**Recommendations:**

Refinish as necessary with materials that cannot be easily removed.

---

**Placement of Equipment**

**Fail - Priority #1**



**Requirement:**

Use zone extends minimum 72" on all sides of equipment. (ASTM 9.2.1; CPSC 5.3.9)

**Observations:**

The use zone between the climbing rocks and perimeter containment is variable and measures at 60" or less in some areas.

**Recommendations:**

Create a use zone that measures a minimum 72" around any climbing rocks that measure 24" or higher.

---

**Placement of Equipment**

**Fail - Priority #1**



**Requirement:**

Use zone extends minimum 72" on all sides of equipment. (ASTM 9.2.1; CPSC 5.3.9)

**Observations:**

The use zone between the slide takeoff platform and vine climber measures at 45" or less.

**Recommendations:**

Create a use zone that measures a minimum 72".

**Placement of Equipment**

**Fail - Priority #1**



**Requirement:**

Use zone extends minimum 72" on all sides of equipment. (ASTM 9.2.1; CPSC 5.3.9)

**Observations:**

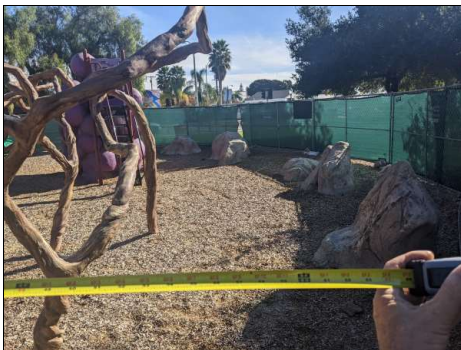
The use zone between the some of the climber rocks and vine climber is variable and measures at 45" or less.

**Recommendations:**

Create a use zone that measures a minimum 72".

**Placement of Equipment**

**Fail - Priority #1**



**Requirement:**

Use zone extends minimum 72" on all sides of equipment. (ASTM 9.2.1; CPSC 5.3.9)

**Observations:**

The use zone between the some of the climber rocks and vine climber is variable and measures at 65" or less.

**Recommendations:**

Create a use zone that measures a minimum 72".

**Placement of Equipment**

**Fail - Priority #1**



**Requirement:**

Use zone extends minimum 72" on all sides of equipment. (ASTM 9.2.1; CPSC 5.3.9)

**Observations:**

The use zone between the some of the climber balls and vine climber is variable and measures at 52" or less.

**Recommendations:**

Create a use zone that measures a minimum 72".

**Protective Surfacing**

**Fail - Priority #1**



**Requirement:**

Owner/Operator maintains the protective surfacing within the use zone of each play structure in accordance with ASTM F1292 and ASTM F1951 where applicable, with a critical height appropriate for the fall height of each structure (ASTM 13.2.1; CPSC 2.4).

**Observations:**

The protective surfacing is 5" below the recommended level for the playground structure.

**Recommendations:**

Rake and level the loose fill material, then import additional material (if necessary) to be in compliance with ASTM and CPSC fall-height standards. 12" of uncompressed Engineered Wood Fibers (EWF) provides a fall height in excess of 12'.

**Signs and Labels**

**Fail - Priority #2**



**Requirement:**

Signs or labels provide information stating adult supervision is recommended. (ASTM 14.2.2)

**Observations:**

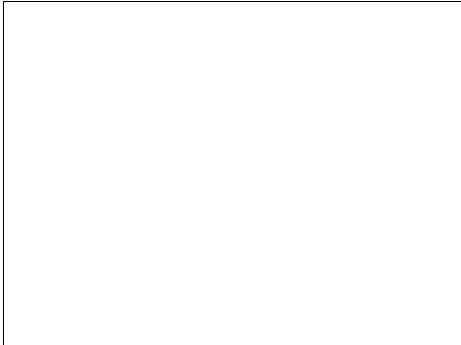
The specific sign or warning label was not installed at the time of the inspection.

**Recommendations:**

Install signs and labels as needed to comply with ASTM and CPSC standards.

**Signs and Labels**

**Fail - Priority #2**



**Requirement:**

Signs or labels provide information for age appropriateness of playground. (ASTM 14.2.1)

**Observations:**

The specific sign or warning label was not installed at the time of the inspection.

**Recommendations:**

Install signs and labels as needed to comply with ASTM and CPSC standards.

**Signs and Labels**

**Priority #3**



**Requirement:**

Manufacturer's identification appears, is durable, and is placed on the play structure. (ASTM 15)

**Observations:**

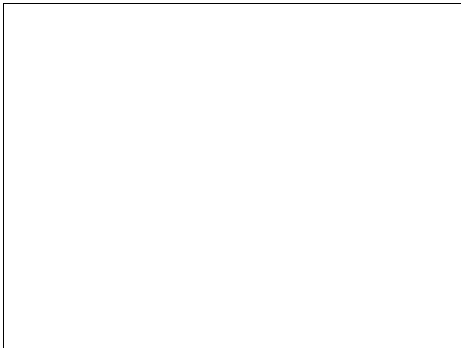
The manufacturer's identification for the slide is permanently installed. No manufacturer's label was found for the custom equipment.

**Recommendations:**

Install identification information as needed to comply with ASTM and CPSC standards.

**Signs and Labels**

**Fail - Priority #2**



**Requirement:**

On or near all play structures where applicable have posted a warning label containing... 1) signal word WARNING, 2) safety alert symbol (triangle with exclamation point inside) preceding signal word, and 3) warning message "Installation over a hard surface such as concrete, asphalt, or packed earth may result in serious injury or death from falls." (ASTM 14.2.5)

**Observations:**

The specific sign or warning label was not installed at the time of the inspection.

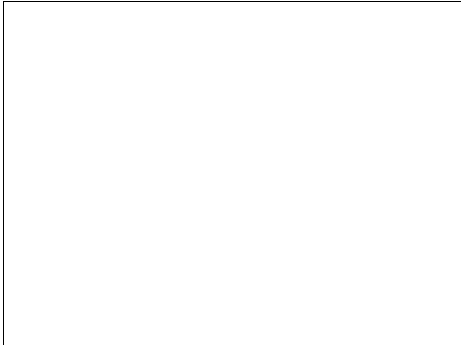
**Recommendations:**

Install signs and labels as needed to comply with ASTM and CPSC standards.



**Signs and Labels**

**Fail - Priority #2**



**Requirement:**

Sign posted to communicate warning for the need to remove helmets, drawstrings and items around the neck due to strangulation. (ASTM 14.2.3)

**Observations:**

The specific sign or warning label was not installed at the time of the inspection.

**Recommendations:**

Install signs and labels as needed to comply with ASTM and CPSC standards.

**Slides**

**Fail - Priority #2**



**Requirement:**

Equipment is free of rust/chipping paint. (CPSC 2.5.4)

**Observations:**

Minor corrosion is beginning to form on some of the equipment.

**Recommendations:**

The corrosion needs to be removed and then protective coatings need to be applied to any metal equipment surface as needed.

**Slides**

**Fail - Priority #1**



**Requirement:**

Entanglements... No projections project upwards greater than 1/8" from horizontal plane; maximum 2 fastener threads protrude through any nut perpendicular to initial surface; any projection increasing in diameter from initial surface less than or equal to 1/8" in width and 1/8" in depth is exempt. (ASTM 6.4.2, 6.4.3, 6.4.4)

**Observations:**

The joint has come apart, creating an entanglement hazard.

**Recommendations:**

Adjust the connection to eliminate the entanglement hazard.

# ProTec Building Services

Action is required to bring the playground into compliance with the Standards adopted by the State of California. Priority #1 items need to be taken care of immediately or the playground should be closed until repairs can be made.

If you have any questions regarding the above recommendations, please contact our office.

Thank you.

Sincerely,  
ProTec Building Services



Paul Mayeski  
National Playground Safety Institute  
Certified Inspector  
CPSI Certification #22272-0516

\* This report reflects the professional judgment of the Inspector

# Public Art Strategic Plan





“

**We are a City where art, inspired by community, welcomes visitors and residents, creating a fun and lively environment that celebrates all things Escondido, heralding our past and manifesting our future.**

**-CITY OF ESCONDIDO PUBLIC ART VISION STATEMENT**



# Executive Summary

This plan outlines the inspirational and practical roles of the City in creating a community that celebrates and cherishes art as a catalyst for a vibrant community. Within this document are the goals, strategies, and specific objectives of the Escondido Public Art Strategy and Annual Work Plan.

Escondido's public art program has long been a source of pride and identity for the community. It is a reflection of the city's rich cultural heritage, its vibrant present, and its aspirations for the future. This strategic plan builds upon that foundation, aiming to further enhance the role of public art in the life of the city and its residents.

By defining the City's role in public art, this document sets the stage for a more cohesive and impactful approach to public art management and development. It provides a framework for collaboration between the City, artists, art organizations, businesses, and the community at large, ensuring that public art projects are not only aesthetically pleasing but also meaningful and relevant to the people they serve.

As the City of Escondido continues to grow and evolve, so too will its public art program. This document serves as a roadmap for that evolution, guiding decision-making, resource allocation, and community engagement efforts related to public art. It is a testament to the City's commitment to creativity, innovation, and cultural enrichment, and it lays the groundwork for a future where art is not just a decoration but a vital part of the city's identity and soul.





# Letter from the Public Art Commission

Escondido is a community inspired by art that celebrates, educates, unifies, and remembers. The Public Art Commission strongly believes in the power of art to enliven public spaces as a representation of our diverse cultures and backgrounds by drawing us together through art as a shared experience. Art has the ability to transform public spaces, creating a communitywide identity that enhances our sense of place, builds community pride, and welcomes visitors.

The Public Art Strategic Plan represents a foundational shift and re-imagining of the role of the Public Art Commission as an architect and guardian of the City's cultural resources. Through the implementation of this plan, Escondido has the opportunity to be a cultural hub in San Diego County by highlighting, attracting, and showcasing organizations, artists, and artwork that have profound impact and meaning regionally, nationally, and internationally; thereby becoming an economic driver and sustaining the local economy, revitalizing downtown and other neighborhoods throughout the City.

The Public Art Commission is grateful to everyone who participated in this endeavor. Contributions from commissioners, city staff, consultants, community organizations, and the public allowed us to create a well-represented and comprehensive public art strategy and Annual Work Plan now and into the future.



*Public Art Commissioners: Jacqueline Kelleher, Heidi Paul, Nathalie Martinez, Carol Rogers, Patricia Spann, Terri Ryan, and Juan Vargas*



The 2024 Public Art Strategic Plan was unanimously adopted by the Escondido City Council during its September 18, 2024 Council session.

**ESCONDIDO CITY COUNCIL**

Mayor Dane White  
Deputy Mayor Christian Garcia, District Three  
Councilmember Consuelo Martinez, District One  
Councilmember Joe Garcia, District Two  
Councilmember Michael Morasco, District Four

**PUBLIC ART COMMISSION STRATEGIC PLAN SUBCOMMITTEE**

Carol Rogers, Public Art Commissioner  
Patricia Spann, Public Art Commissioner

**CITY OF ESCONDIDO STAFF**

Sean McGlynn, City Manager  
Jennifer Schoeneck, Director of Economic Development  
Robert Rhoades, Assistant Director of Community Services  
Sandra Aguilar Aranda, Management Analyst I  
Graphics Department

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# Purpose

The purpose of this document is to define the City's role in public art, including the role of the Public Art Commission and staff administration role. This document seeks to clarify the intention of public art in the City of Escondido as a means to provide a unified purpose for local art organizations and artists, to express and unite the City, nonprofits, and businesses to cultivate an environment where residents and visitors can be inspired through art.

This document outlines the vision, goals and roles of various stakeholders in the community, providing guidance to the City for the curation of public art in the City of Escondido. It is designed to guide the City's decision making in the management of the City's public art portfolio.



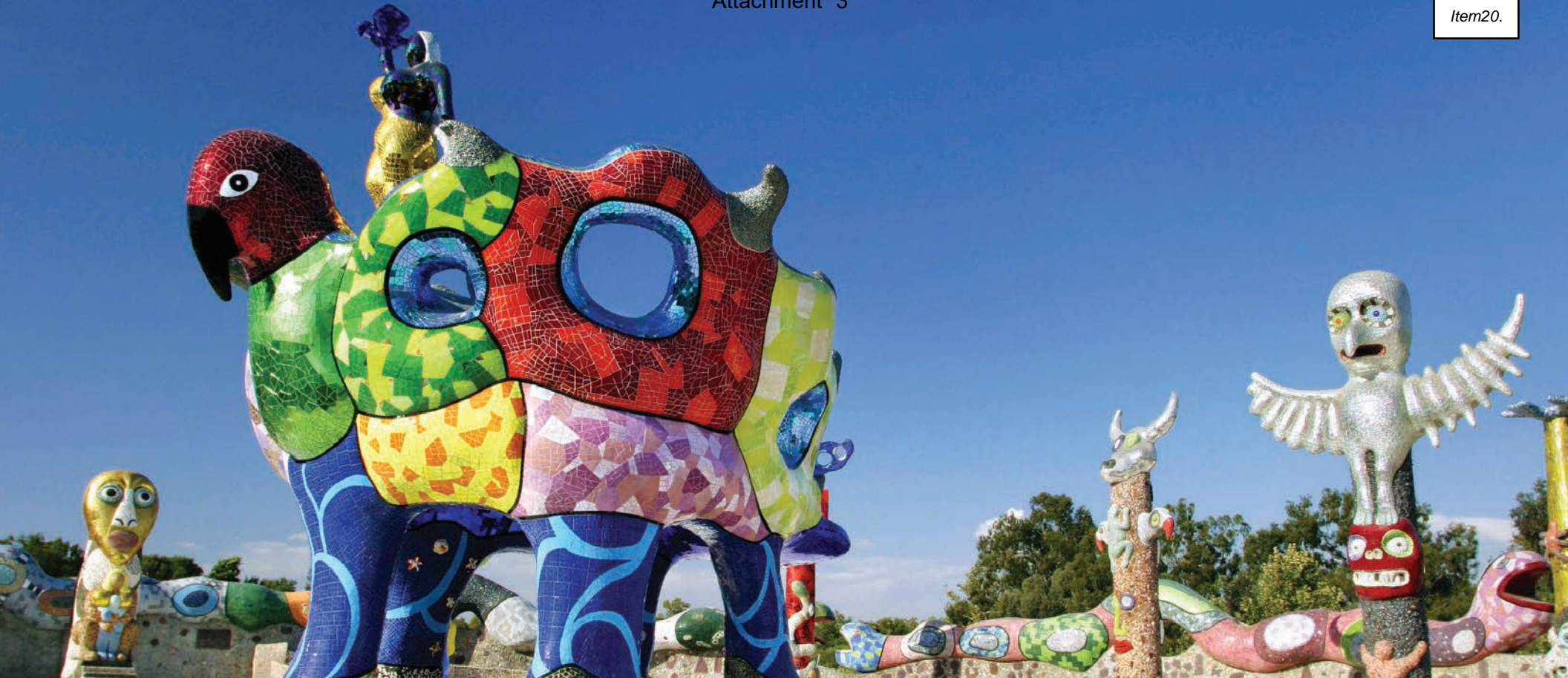
# Acknowledgments

Gratitude to the City Council for leading the vision for public art as a catalyst for a brighter future for the City of Escondido, its residents, visitors and businesses. This document is the result of hours of public input and hard work by the City of Escondido Public Art Commission subcommittee members Commissioner Carol Rogers and Commissioner Patricia Spann. Thank you to RRM Design Group consulting for compiling public input to create this document. Thank you to City staff for guiding the process of creation of the City's first Public Art Strategic Plan.



# Introduction





This document outlines the Escondido Public Art Plan, which encompasses strategy, an Annual Work Plan, and alignment with the City's general and specific plans. It represents the culmination of extensive community engagement, stakeholder input, and expert analysis, all aimed at charting a course for the future of public art in Escondido.

Escondido is a city with a rich artistic heritage and a vibrant cultural scene. From its historic downtown to its modern urban spaces, art is everywhere, reflecting the diversity and

creativity of its residents. The Escondido Public Art Strategic Plan seeks to build upon this legacy, fostering a greater sense of community pride and identity through art.

At its core, the Escondido Public Art Strategic Plan is about more than just creating beautiful spaces—it's about creating meaningful connections between people and their environment. It's about celebrating the past, embracing the present, and envisioning the future through the transformative power of art.

Through this plan, the City of Escondido aims to position itself as a leader in public art, setting new standards for creativity, innovation, and community engagement. It is a bold vision for the future, one that recognizes the importance of art in shaping our world and our lives.

As you can see, the expansion of these sections further emphasizes the importance of public art in shaping the identity and future of Escondido, highlighting the city's commitment to creativity, community engagement, and cultural enrichment.





## What is Public Art?

Public art is a dynamic form of artistic expression that enriches and enlivens public spaces, creating a sense of place and identity for a community. It encompasses a wide range of artistic disciplines, including but not limited to sculpture, murals, installations, performance art, and digital media. Public art has the power to transform ordinary spaces into vibrant cultural destinations, engaging the public in meaningful dialogue and fostering a sense of pride and ownership in their surroundings.

In the context of the City of Escondido, public art is defined as any artistic work located on public property or visible from public spaces, such as streets, parks, and plazas. This includes permanent installations as well as temporary exhibitions and events. Public art plays a crucial role in enhancing the visual landscape of the city, serving as a reflection of its cultural diversity, history, and values.

All public art projects in Escondido, whether on public or private land, are subject to review and approval by the Public Art Commission as outlined in the City's Municipal Code. This ensures that all artworks contribute to a cohesive placemaking narrative that resonates with the local community to create a curated public art collection for the City. The goals outlined in the city's public art strategy serve as the guiding principles for the commission and city staff in the creation of an Annual Work Plan and the ongoing review of public art projects.

By promoting the creation and appreciation of public art, the City of Escondido aims to enrich the lives of its residents, enhance its cultural offerings, and strengthen its identity as a vibrant and creative community. Public art is not just about aesthetics; it's about creating meaningful connections between people and their environment, fostering a sense of belonging and pride in the places we call home.







## Creative Placemaking

Creative placemaking is a transformative approach to public art that celebrates the unique characteristics and identity of a neighborhood. It goes beyond traditional notions of beautification to encompass a wide range of artistic interventions that engage, inspire, and empower communities. Creative placemaking involves the strategic use of art, creative signage, and wayfinding to define and enhance the physical and cultural attributes of a place.

In the context of the City of Escondido, creative placemaking is about more than just installing artworks; it's about creating meaningful connections between people and their environment. It involves engaging with residents, business owners, and other stakeholders to understand and celebrate the unique identity of each neighborhood. This process typically includes public input from residents and business owners in close proximity to the public art location, ensuring that the artworks reflect the values and aspirations of the community.

The goal of creative placemaking is to establish a unified, creative, and inspirational palette for neighborhoods, as defined by the city's general plans and specific plans. This approach recognizes that art has the power to transform spaces, foster a sense of pride and ownership, and strengthen social bonds within a community. By integrating art into the fabric of neighborhoods, creative placemaking can enhance the quality of life for residents and contribute to the overall vibrancy and identity of the City.

The City's Public Art Commission plays a central role in creative placemaking efforts, working closely with local artists, community members, and other stakeholders to bring art into neighborhoods. The commission seeks to leverage partnerships with local companies and organizations to enhance the impact of creative placemaking initiatives, ensuring that public art projects are reflective of the diverse communities they serve.





# Creative Placekeeping

Creative placekeeping is a proactive and intentional effort by the City of Escondido to preserve and celebrate the unique character, history, and culture of its neighborhoods through public art. It goes beyond traditional notions of preservation to actively engage with communities, ensuring that their stories, traditions, and identities are reflected and celebrated in the built environment.

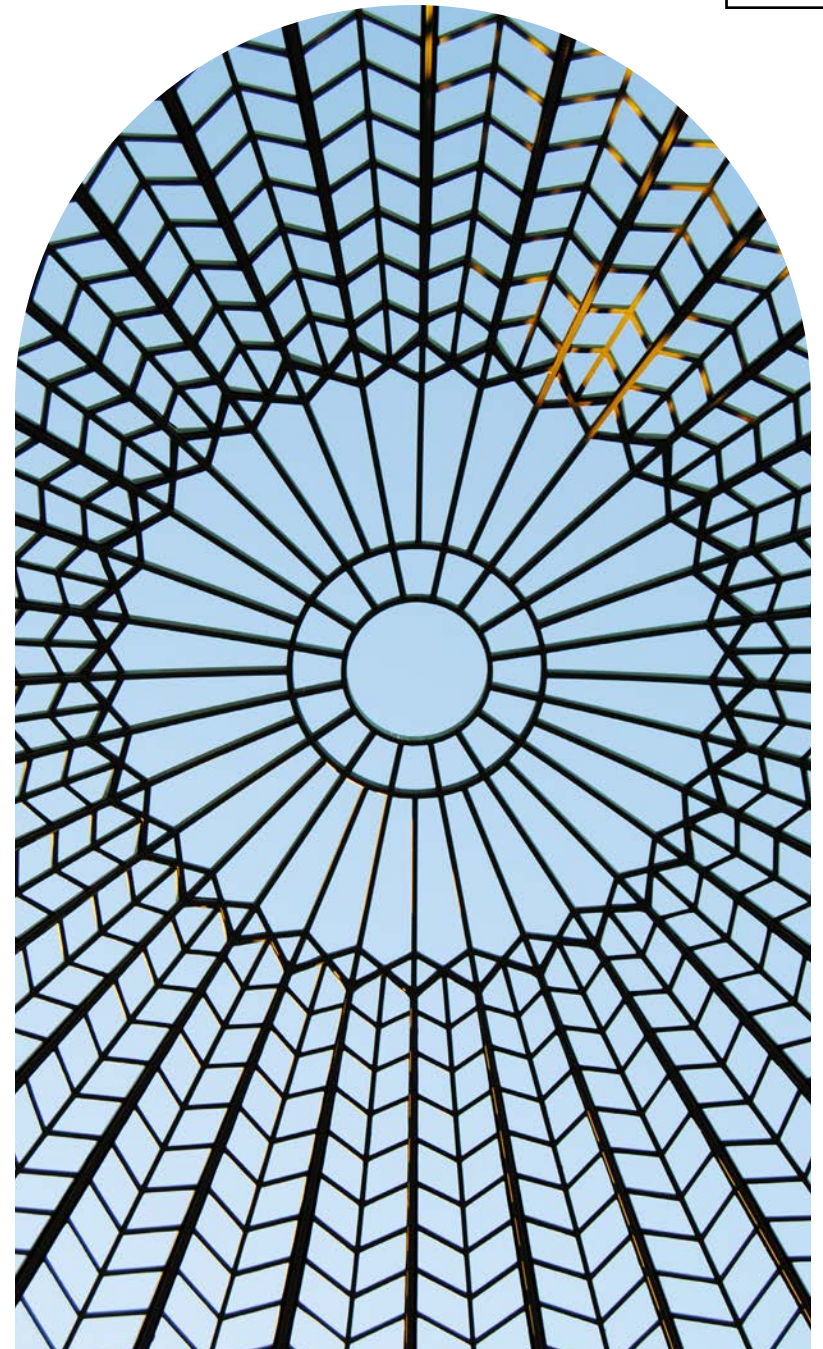
One example of creative placekeeping in Escondido is Grape Day Park, which serves as a reminder of the city's agricultural roots. Through a combination of public art, landscape design, and interpretive signage, the park tells the story of Escondido's history as a center of grape cultivation, honoring the contributions of early settlers and farmers to the City's development.

Another example is the use of art deco and post-modernist inspired architecture in City Hall and the California Center for the Arts, Escondido. These buildings not only serve as functional spaces but also as artistic expressions that reflect the city's evolving culture and identity.

Creative placekeeping recognizes that each neighborhood and area of the city has its own unique history and culture that should be celebrated and preserved. It involves working closely with residents, community organizations, and local artists to identify and highlight the distinctive features of each neighborhood, ensuring that public art projects are meaningful, relevant, and reflective of the community's values and aspirations.

Public input is a key component of creative placekeeping, with the Public Art Commission actively seeking input from residents and stakeholders in the Annual Work Plan. This ensures that public art projects are responsive to the needs and desires of the community, fostering a sense of ownership and pride among residents.

By embracing creative placekeeping, the City of Escondido aims to create a more vibrant and culturally rich cityscape that honors its past while embracing its future. It is a commitment to preserving the stories and traditions that make Escondido a unique and special place to live, work, and visit.





# Vision, Values and Goals



# Vision

We are a City where art, inspired by community, welcomes visitors and residents, creating a fun and lively environment that celebrates all things Escondido, heralding our past and manifesting our future.

## Values



### Art that unifies

Art that brings together communities, fostering a sense of belonging and shared identity. It transcends barriers of culture, language, and background, creating a common ground for dialogue and understanding.



### Art that celebrates

Art that commemorates and honors the achievements, traditions, and milestones of the past and present. It serves as a platform for joyous expression and reflection, highlighting the vibrancy and richness of Escondido's cultural heritage.



### Art that educates

Art that enlightens and informs, providing valuable insights into the history, culture, and values of Escondido. It stimulates curiosity, promotes learning, and encourages exploration of new ideas and perspectives.



### Art that remembers

Art that preserves and memorializes the stories, experiences, and legacies of individuals and communities. It ensures that important moments and contributions are not forgotten, serving as a testament to the resilience and spirit of Escondido's people.



### Art that inspires

Art that sparks imagination, creativity, and innovation, inspiring individuals to envision a brighter future for Escondido. It instills a sense of possibility and optimism, motivating action and positive change within the community.



# Goals



## Goal 1: Keep the Momentum

- ◆ **Celebrate art all year:** Ensure that art is celebrated and showcased throughout the year, not just during specific events or seasons. This can include rotating exhibitions, art festivals, and public art installations that change periodically to keep the city's artistic landscape fresh and engaging.
- ◆ **Integrate art into celebrations and annual activities:** Incorporate art into existing city events and celebrations, such as festivals, parades, and cultural gatherings. This can include performances, art installations, and interactive experiences that enhance the overall event experience.
- ◆ **Make the process clear for artists to participate:** Provide clear guidelines and procedures for artists to submit proposals and participate in public art projects. This can include information on how to apply for funding, obtain permits, and navigate the approval process.
- ◆ **Remove barriers when possible to allow artists to create:** Identify and address any barriers that may prevent artists from participating in public art projects. This can include providing financial support, access to resources and materials, and addressing logistical challenges.
- ◆ **Quickly convene meetings to provide feedback to private developers for proposed art in lieu of fees for new projects:** Establish a streamlined process for reviewing and providing feedback on proposed art projects by private developers. This can help ensure that new developments incorporate public art in a meaningful and impactful way.







## Goal 2: Communicate Clearly

- ◆ **Publicly notice elements of the Annual Public Art Work Plan and solicit public input:** Ensure that the public is informed about the city's public art plans and projects through various channels, such as public notices, social media, and community meetings. Solicit feedback and input from residents to ensure that public art projects align with community values and priorities.
- ◆ **Make up-to-date public art information available to the public online and in other relevant forms, such as brochures, digital kiosks:** Provide easy access to information about public art projects, including descriptions, locations, and artist information. This can help residents and visitors learn more about the city's artistic offerings and encourage engagement with public art.



## Goal 3: Celebrate Public Art

- ◆ **Every time a piece of public art is completed, the City and the community should aim to create a public event to recognize the artist and the contribution of the art to the community:** Organize public events and ceremonies to celebrate the completion of public art projects. This can include artist talks, guided tours, and community gatherings to showcase and appreciate the new artwork.



## Goal 4: Prioritize Community-Centric Art

- ◆ Public art in the City of Escondido should prioritize the people, history and future of the City of Escondido: Ensure that public art projects reflect the values, history, and aspirations of the community. This can include themes that are relevant and meaningful to local residents, as well as artwork that honors the city's cultural heritage and diverse population.
- ◆ When possible, the narrative of the art should reflect these priorities: Encourage artists to collaborate with the community and incorporate local stories, symbols, and traditions into their artwork. This can help create a sense of ownership and pride among residents and strengthen the connection between public art and the community.



## Goal 5: Catalyze Economic Development

- ◆ Utilize public art as a catalyst for economic development: Leverage public art to attract visitors, stimulate local businesses, and enhance the overall economic vitality of Escondido. This can include incorporating public art into placemaking efforts, supporting art-related businesses, and promoting Escondido as a cultural destination.







## Goal 6: Ensure Evaluation, Monitoring, and Maintenance

- ◆ Establish a comprehensive evaluation and monitoring framework: Develop a framework for evaluating the impact of public art projects on the community, including their economic, social, and cultural benefits. This can include conducting regular surveys, focus groups, and data analysis to assess the effectiveness of public art initiatives.
- ◆ Ensure the long-term maintenance and conservation of public art: Develop a sustainable maintenance plan for public art installations, including funding mechanisms, maintenance schedules, and conservation strategies. This can help ensure that public art remains vibrant and accessible for future generations, contributing to the overall quality of life in Escondido.



## Goal 7: Promote Education and Community Engagement

- ◆ Promote public art education and community engagement: Increase public awareness and appreciation of public art through educational programs, workshops, and outreach efforts. This goal aims to empower residents to engage with public art, fostering a deeper understanding and connection to the cultural and artistic heritage of Escondido.



# Roles and Responsibilities

## The Community

Members of the community, which includes residents, businesses and visitors shall have the opportunity to provide public input in the form of public comment at any art commission meeting, and through a survey process as determined by the specific program. For example, the two or three top art commission choices for an art piece in a public place shall be available for public comment and feedback about the potential art pieces.

### Artists

Artists and art groups are the heart of creating a cohesive community arts program. The Public Art Commission shall solicit artists through a call to artists once a year which will provide an opportunity for artists to provide proposals to the administrators for consideration to the Public Art Commission for funding. Artists conducting art on private property visible from the public right of way should present the art directly or through a representative in order to receive feedback from the Public Art Commission. Artists creating art not in the public view, but available for public viewing in some way, are encouraged to notify City Staff and present an overview of the piece to the Public Art Commission for community awareness.

## Real Estate Developers

Residential and Commercial real estate developers are required to pay a developer impact fee for art, or provide art as part of their project. Each project created in lieu of fee must be submitted in the development packet and presented to the Public Art Commission for approval before receiving final approval from planning as outlined in the municipal code and relevant legally binding documents related to development. Real estate developers are expected to follow regular procedure with City staff for development submissions.

### City Council

The City Council shall appoint Public Art Commissioners to administer the public art program, and receive an annual status report of projects and funds. City Council shall provide policy direction and shall be responsible for adopting public art strategic plans and programs as proposed by the Public Art Commission to implement with City Staff.





## Public Art Commission

The Public Art Commission shall be composed of residents or business owners within the City of Escondido boundaries and appointed by City Council for a term of 2 years. Public Art Commission shall be responsible for defining an Annual Work Plan for the commissioning of new art, educational programs, maintenance and decommissioning of art. Each year, the Public Art Commission must define each of these work plan items. If maintenance funds for public art are not available or inadequate, the Public Art Commission is tasked with deaccessioning a minimum of one public art piece that has been in the City's collection for at least 5 years as described in the municipal code or relevant governing documents. If the Public Art Commission will not select an art piece for decommissioning, the City Council may determine the deaccessioning of art pieces. Public Art Commissioners will take assignments to oversee art in a specific district of the City to report to the Commission status of existing art pieces and recommendations for future art pieces.

## City Staff

City Staff shall serve as the administrator for the solicitation of art, education programs, maintenance, and decommissioning of art according to the Annual Work Plan defined by the Public Art Commission and adopted by City Council. City staff will be responsible for initial vetting of artists and education programs and contracts to ensure qualifications including financial feasibility and robustness of contracted organizations and artists. City staff will also review potential projects through the Risk, Safety, and Compliance Staff Working Group to ensure adherence to local regulations. City staff may also designate a qualified organization to conduct administrative duties.









# Defining Processes for Various Art Types

These definitions help differentiate the various states in which public and private funding intersect with public and private property to support art installations and projects.

## Art on *public property*, publicly funded

### Definition

Art installations or projects located on public property (e.g., parks, streets, government buildings) that are funded through public funds, such as government grants, allocations, or taxpayer dollars.

### Examples

A mural on the side of a city-owned building, a sculpture in a public park funded by a government grant, or a community art project funded through a city's public art program.



## Art on *public property*, privately funded

### Definition

Art installations or projects located on public property that are funded by private sources, such as donations, sponsorships, or grants from private organizations or individuals.

### Examples

A sculpture in a public plaza funded by a local business, a mural sponsored by a community organization, or a community garden funded by a private foundation.

## Art on *private property*, publicly funded

### Definition

Art installations or projects located on private property (e.g., commercial buildings, residential developments) that are funded through public funds, such as government grants, allocations, or taxpayer dollars.

### Examples

A mural on the side of a privately owned building funded by a government grant for public art, a sculpture in a privately owned courtyard funded by a city's public art program, or a public art installation in a shopping center funded by a municipal arts fund.



## Art on *private property*, privately funded

### Definition

Art installations or projects located on private property that are funded by private sources, such as the property owner, private donations, or grants from private organizations or individuals.

### Examples

A mural on the exterior wall of a private residence commissioned and funded by the homeowner, a sculpture in a corporate office funded by the company, or a community art project in a neighborhood funded by donations from residents.



# Public Art Opportunity Areas



Several areas have been identified as priorities for consideration for public art within the next ten years. These preferred locations have been identified through community engagement. These locations offer a strategy to identify and prioritize projects. The preferred locations approach may cluster or provide coherency to groupings of art pieces.

The purpose of identifying preferred locations is to provide focus as well as flexibility. The following list is specific in the types of locations, while being open-ended enough to allow for a variety of projects to emerge over time. This provides flexibility for creative invention and collaborations amongst organizations, allows for work in various media, and enables the creative community to be responsive to opportunities as they arise.



## Parks

Parks are commonly activated by local artists. Parks have many characteristics that make them well suited to host artwork: they are usually publicly owned land, they are frequented by both locals and visitors, and are often used for community events and recreational activities that increase the number and variety of people who can come in contact with artwork at the park. The City of Escondido is familiar with this idea, and expanding the practice received support from 76% of online questionnaire respondents. Focus group and community workshop participants also support continued implementation of art in parks, both temporary and permanent pieces, to draw people to these public spaces. The focus groups pointed to the successes seen by Queen Calafia and the need for a more methodical approach to placing art and advertising artwork at parks.

## Trails, Corridors, and Alleys

The idea of activating the Escondido Creek Trail and the Rail Trail was widely discussed in focus groups and community workshops as an ideal opportunity to place both temporary and permanent art of all types. There appears to be public land along the Creek Trail providing the City of Escondido with a unique opportunity to curate location-specific public art pieces. Additionally, there are opportunities to partner with businesses and building owners to place murals on the building walls facing the creek. The City has plans to install art along the Escondido Creek Trail and to work with adjacent property owners to identify mural opportunities.

Generally, trails, corridors and alleys are linear and often pedestrian-oriented urban forms provide a unique and engaging opportunity for all types of art and educational elements to be displayed. Placing art where people walk and actively commute was a popular discussion point in the focus groups and was largely supported in the community questionnaire with trails receiving 37% support and unexpected areas, which could include all three of these categories, receiving 51% support.







## Gateways and City Monument Signs

Gateways, or major entryways into the community, were identified by focus group and community workshop participants as a must-have if Escondido's art identity aims to mature. Gateways welcome commuters and travelers into the community and offer the first impression of the community's identity. For this reason, gateways were discussed as a priority among the art community. In some instances, gateway art is already implemented; however, participants mentioned the need for refurbishment and installing gateways at access points to the City or downtown at locations that do not yet have a gateway.

## Municipal Facilities

Public buildings as a location for public art are supported by approximately 60% of questionnaire respondents. Depending on the public building and property layout, a variety of art typologies may be suitable for display. Possible community buildings that could host public art include community centers, recreational buildings, local government buildings, and transit centers, among others. Beyond public buildings, art can be applied to a variety of public facilities, including utility boxes, crosswalks, bus stops, and other municipally maintained structures. The City of Escondido, in partnership with youth artists through schools, have permitted student murals on the buildings in Washington Park; it is preferred that these art pieces be painted on removable art panels. Additionally, in the summer of 2023, a pilot program for utility box murals was kicked off.

## Shopping Centers/Malls

Large retail lots are ripe for transformation into vibrant community spaces, particularly as they compete with online retailers. The addition of public art can ground the shopping experiences with community identity. Shopping centers and malls are often large lot developments with ample space to place artwork, including on store facades. Approximately 52% of questionnaire respondents supported the idea of greater integration of art into their shopping and mall experiences. One key factor in implementing this idea is the partnership with owners to host public art on their property.

## Schools and Neighborhoods

Placing public art in schools and throughout neighborhoods directly engages the Escondido community and residents. Schools received approximately 52% support from the questionnaire respondents and neighborhoods received approximately 40% support. Both opportunity areas provide greater exposure to public art for residents and foster community interest in the arts, especially the youth.

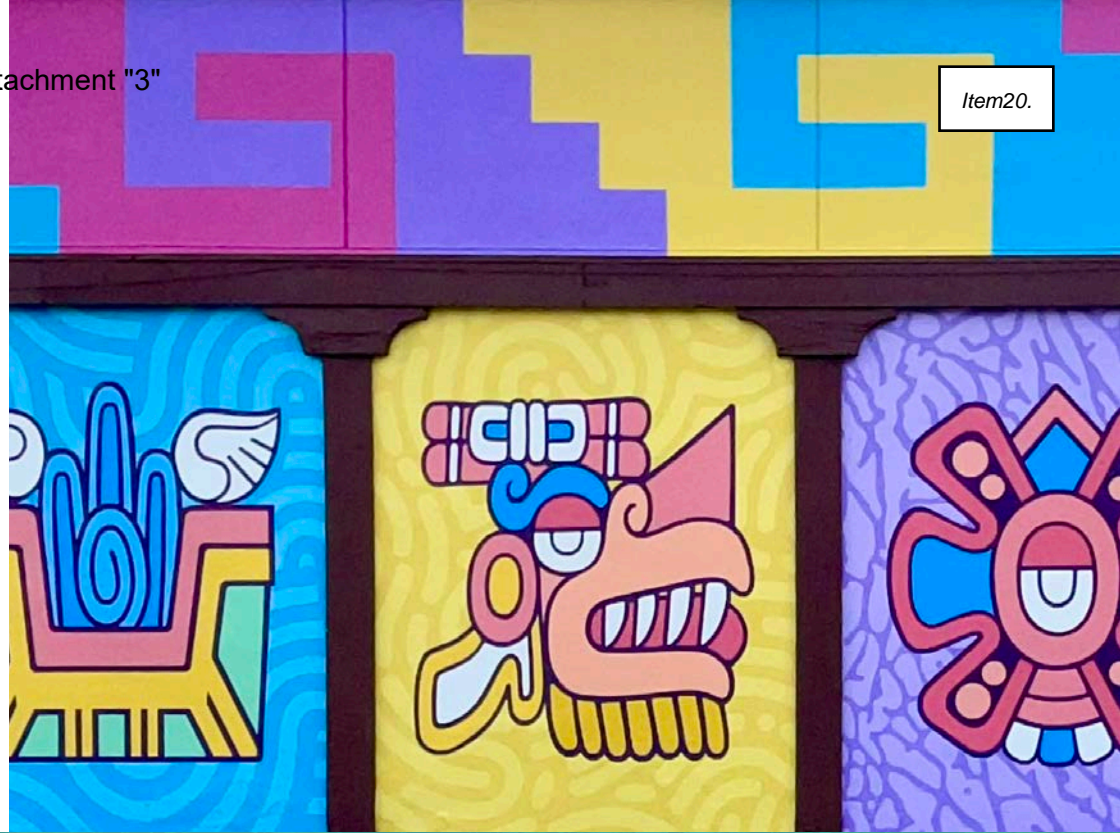
Public art is often a prominent visual feature; consequently, it is important that each piece of public art, and its proposed location, be considered carefully and that it is context sensitive. Public art may be either publicly funded, i.e., funded by the City, or privately funded. Both publicly funded and privately funded art that is installed or placed in public spaces throughout the City, shall be subject to these policies and procedures.



# Public Art Annual Work Plan

Each year the Public Art Commission will establish a subcommittee to create an Annual Work Plan to fund new art, art education, maintenance and decommissioning. The plan will be proposed and then approved by the Public Art Commission and then brought to the City Council for approval.

Below is the Annual Work Plan timeline:



January

May

July

August

October

November

December

January

Public Art Commission appoints 2-3 members to the Annual Work Plan subcommittee

Annual Work Plan subcommittee via staff brings forth a proposed plan for Public Art Commission approval

Public Art Annual Work Plan goes to Council for review and adoption

Solicitation process begins

Public input for final selections

Public Art Commission approval of final artwork and award of funds

Contracts signed

Work begins, and estimated timeline for completion is 1 year or less

# Annual Public Art Work Plan Checklist

## New art solicitation

- Location of art piece(s)
  - Desired theme/ celebration topic
  - Available funding amount for each piece
- 

## Art related education program

- Desired outcome of the program (people served, type of education)
  - Funding for the program
- 

## Art scheduled for maintenance

- Identify art pieces that require maintenance
  - Funding for maintenance
- 

## Art selected for decommissioning

- Review art piece contracts and maintenance status
- Select art piece(s) for decommissioning
- Documentation for art decommissioning
- Decommissioned outcome: return to artist, sales, donation, salvage, removal etc.





# Conclusion

The City of Escondido stands at the threshold of a vibrant and dynamic future, one where public art serves as a beacon of creativity, community, and cultural pride. This Public Art Strategic Plan is not just a document, but a guiding light of the community's collective vision—an invitation to every resident, artist, and visitor to engage in a dialogue that transcends words and transforms spaces.

Public art in Escondido will be a celebration of our rich heritage, a reflection of our diverse community, and a catalyst for innovation and growth. It will unify the community, breaking down barriers and fostering connections among people of all backgrounds. It will educate and inspire, telling the stories of our past while envisioning the possibilities of our future. Every mural, sculpture, and installation will echo with the voices of our community, honoring the resilience, creativity, and spirit of Escondido's people.

As we embark on this journey, we are guided by our values—unity, celebration, education, remembrance, and inspiration. These principles will shape our approach and ensure that public art remains a vital and cherished part of our city's identity. Our goals are ambitious but achievable, driven by a commitment to excellence and a dedication to making Escondido a place where art thrives and enriches all lives.

Together, we will create an environment where art is woven into the very fabric of our community, where every street corner, park, and public space becomes a canvas for expression and a testament to our shared humanity. The Public Art Strategic Plan is a roadmap to a more vibrant, inclusive, and prosperous Escondido—one where the arts not only reflect who we are but also inspire who we can become.

Let us move forward with passion and purpose, embracing the transformative power of public art to create a city that is truly alive with beauty, creativity, and possibility.



# Appendix



## Appendix I: Public Art Commission Annual Work Plan Checklist

### Annual Public Art Work Plan Checklist

- ◆ New art solicitation
  - Location of art piece(s)
  - Desired theme/ celebration topic
  - Available funding amount for each piece
- ◆ Art related education program
  - Desired outcome of the program (people served, type of education)
  - Funding for the program
- ◆ Art scheduled for maintenance
  - Identify art pieces that require maintenance
  - Funding for maintenance
- ◆ Art selected for decommissioning
  - Review art piece contracts and maintenance status
  - Select art piece(s) for decommissioning
  - Documentation for art decommissioning
  - Decommissioned outcome: return to artist, sales, donation, salvage, removal etc.



## Appendix II: A Brief History - Art in the City Past and Present

Escondido's relationship to the arts and its endeavor for cultural development began almost at the City's incorporation. In 1888 the City incorporated and the first city band was formed by 12 local musicians. Within a year (1889) a bandstand was built on the southeast corner of Grand Avenue and Maple Street. According to historical records, music and theatrical productions were quite common at this time, including performances in schools, churches, and clubs.

In the 1920s and 30s, the Community Arts Association was organized to give attention to arts and drama. A leading community member, Benjamin Sherman, presented several plays at the Kinema Theatre, garnering audiences of up to 500 to 700 people. In more recent history, the Patio Playhouse Community + Youth Theater has been providing local, live theatre since its inception in 1967.

In 1946, the Philharmonic Arts Association was formed and launched its first concert series, held in the Escondido High School auditorium. Through the Association's efforts, Escondido was host to world-renowned artists such as Risë Stevens, Jose Greco, Artur Rubenstein and the Los Angeles Philharmonic.

In the 1970s, the Escondido Regional Arts Council was created to bring visual arts to North County. The first gallery was in the Vineyard Shopping Center, now the Vineyard Square, on East Valley Parkway. Today, the Municipal Gallery and the Escondido Arts Partnership both provide venues for local artists to exhibit their work.

Also in the 1970s, the cultural history of the community came into focus with the establishment of Heritage Walk in Grape Day Park. The City's first library was identified and moved to the Heritage Walk, opening in 1976 as the first local history museum. Since that time, other historic buildings have been added to Heritage Walk to help keep the history of Escondido alive.

In 1985 Escondido voters approved the building of a \$73 million arts center that would bring music, dance, theater, education, and the visual arts together on one dynamic campus as part of an overall redevelopment project. Evidence for the desire to have an arts center, can be found as early as 1962 in a planning document known as the "Alexander Report". This report documented an effort to create an arts center to house all the artistic undertakings in the City of Escondido. It outlines what voters approved funding for in 1985: a civic center that would include a city hall, community services center and an arts center.

The first phase of the cultural center was the construction of City Hall, which was completed in March 1988. During the next years, the National Endowment for the Arts and the City of Escondido sponsored a design competition to which 108 high-caliber architects from around the world submitted entries. Their designs were placed on display in Grape Day Park for community viewing and unofficial voting. From this competition, the firm of Moore Ruble Yudell of Santa Monica was selected to design the Center.

Also in 1988, the City established a Public Art Program. Since that time just shy of 30 public art projects (not including murals) have been installed by the City of Escondido and private developers under the guidance of the Public Art Commission.

Ground-breaking ceremonies for the arts center were held on June 22, 1991 in Grape Day Park, 83 years following the first Grape Day Festival, 29 years after the first documented mention of the Civic Center idea, and 6 years after the vote to approve funding. Throughout construction, the community was invited to participate. The Center Founders program hosted approximately 1,650 visitors wearing hard hats. Area students from 17 schools were invited to showcase their own artistic talents by submitting 4x8-foot plywood "fence art" to decorate the site. In addition, more than 10,000 hours of volunteer time were logged in the year preceding the opening.

On October 1, 1994, almost a decade after that 1985 vote, the California Center for the Arts, Escondido (CCAEE) opened on a green, 12-acre campus in downtown Escondido, adjacent to City Hall and Grape Day Park. Since its opening in 1994, the California Center for the Arts, Escondido has been dedicated to promoting the arts and enriching the lives of Escondido citizens. The CCAEE attracts more than 300,000 people annually. The campus includes a 1,523-seat Concert Hall and a 404-seat Center Theater, 9,000-square-foot Museum, in addition to 17,000-square-foot Conference Center.

On October 26, 2003 Queen Califia's Magical Circle by Niki de Saint Phalle located in Kit Carson Park opened to the public. Queen Califia's Magical Circle was a joint effort between the artist Saint Phalle, who financed the sculpture project, and the City of Escondido, which acquired the land and is responsible for landscaping, maintenance and operation. Queen Califia's Magical Circle is made up of nine large-scale sculptures and opened to the public.



## Historic Public Art Highlights

This Public Art Strategic Plan builds upon Escondido's rich history through the lens of public art in the City. Below are the highlights of public art from a historic perspective.

- 1888 The City of Escondido was incorporated on October 8
- 1889 A bandstand was built on the southeast corner of Grand Avenue and Maple Street
- 1908 The first official "Grape Day" was held on September 9
- 1920s The Community Arts Association was organized
- 1936 Works Progress Administration built an adobe bandstand in Grape Day Park
- 1956 The Escondido Art Association was formed by Felicita Foundation and Showcase of the Arts
- 1967 Patio Playhouse Community + Youth Theater opened
- 1969 Muffler Man by Joor Muffler was installed
- 1970 Installation of Cabrillo Landing, mosaic mural by Frank Matranga on Sears Department Store (E. Valley Pkwy.)
- 1988 City of Escondido begins the Public Art Program
- 1989 Installation of Hekklil by Peter Mitten at the Escondido Transit Station
- 1990 Installation of Reflections on Downtown sculpture by T.J. Dixon on Grand Avenue
- 1990 Installation of Community sculpture by Jeff Lindenau
- 1994 California Center for the Arts, Escondido opened
- 1995 Escondido Arts Partnership was established
- 1998 Installation of Monuments to Time in the Corridor of Life, Art & Culture by Mooslin, Rowe & Stucky
- 2003 Queen Califia's Magical Circle by Nikki de Saint Phalle opened in Kit Carson Park
- 2003 Mingei International Museum Satellite opened in downtown Escondido
- 2004 Installation of "Vinehenge," a new playground in Grape Day Park, by Nature Works, Inc. opened
- 2007 Installation of "Military Tribute" by Gale Pruitt in Grape Day Park
- 2008 Installation of the sculptures Lorelei & Elation both by Gale Pruitt
- 2011 Installation of Mercado Grande mosaic tiles by Tama Dumlao
- 2011 Installation of New Leaf bronze and stainless steel sculpture by Dan Dykes
- 2012 Installation of the Festival Art Plaza on Maple Street designed by Paul Hobson
- 2020 Installation of Escondido Arch donated by the Escondido Community Foundation
- 2020 Project Beautify Escondido is launched which brought the Community together to paint the K-Rails along Grand Avenue
- 2021 Esco Alley Art Program of curated with murals by the Downtown Business Association
- 2021 Installation of Escondido's Vision, a mural by Julia Anthony located at the Escondido Public Library
- 2022 Kenny Scharf mural on the California Center for the Arts
- 2023 Escondido Expressions Traffic Signal Box Program Begins



## Appendix III: Planning and Public Outreach Process

The process for developing this plan involved a review and assessment of the current state of public art in the City of Escondido, the community engagement described in the next section, of the drafting the plan, and the vetting of the plan to ensure that it reflects the community's desire.

### Community Engagement

Community engagement was a vital component of this plan. The plan was kicked-off with a field tour and stakeholder meetings. Input was also received at a pop-up event, an online questionnaire, and at a public workshop. Additionally, presentations were given to the Public Arts Commission and to City Council, both meetings were open to the public.

### Field Tour

The field tour took place on January 17, 2023. The project team was joined by three art commissioners. The tour visited several art installations in the City. The art tour provided participants with a chance to see the public art that exists in Escondido and allowed for discussion as to how art pieces have been given to the City, opportunity sites, and challenges around maintenance and sign placement. The outcome of the field tour was a deeper understanding of the current conditions in Escondido.

### Councilmember Meetings

As part of the development of this plan, the project team had virtual meetings with each Councilmember serving on the City Council in the Spring of 2023. The desire was to get a better understanding of the Councilmember's vision for this plan and for public art in Escondido.

Though each conversation was unique, they were all guided by the following set of questions for consistency.

- ◆ What comes to mind when you think of public art in Escondido?
- ◆ Where would you like to see public art?
- ◆ What type of art would you like to see in Escondido?
- ◆ What do you hear from constituents about public art?
- ◆ What would a healthy funding stream for Public Art look like?
- ◆ Do you see this as an opportunity for public-private partnerships?
- ◆ What would you like to see as an outcome of this plan? What does a successful plan look like?

Most Councilmembers mentioned murals and Queen Calafia among the first things which come to mind when thinking about public art in Escondido.

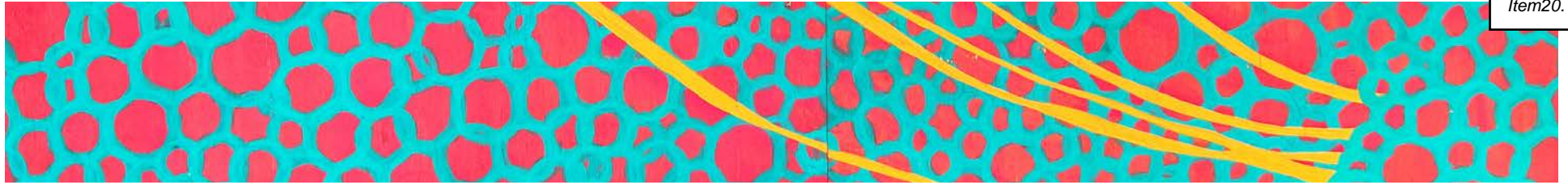
Locations for public art ranged from the generic such as parks, family spaces, and centrally located areas which are visible and accessible, to more specific locations such as the Escondido Creek Trail, the Rail Trail, the Transit Center, along East Valley Parkway, utility boxes, and crosswalks.

The ideas surrounding funding and public-private partnerships were also diverse. Many ideas centered on partnerships with existing associations, such as the San Diego Foundation and the Escondido Community Foundation (under the fiscal sponsorship of the San Diego Foundation), the Downtown Business Association, or private endowments.

Several Councilmembers expressed the desire to have Escondido be an art destination within the region. However, there was also acknowledgement that there has been minimal marketing, of Escondido's public art over the years. Conversations also included the desire for all art – such as performance art (theater, music) – in the community to be coupled with the public art process and eventually marketing.

Visions for a successful plan included the desire for the plan to be implemented, that it should include policy decisions such as sign placement with regard to public art pieces, and recommendations for phased implementation.





### Art Commission Members

Focus groups were held with the Public Art Commission Members. These conversations included questions regarding the type of art the commission members would like to see in the City, locations for art, outcomes for the plan, as well as mission, vision, and goals for the plan.

The desired art covered several topics such as interactive art (especially for kids), art that reflects the diversity of the communities that live in Escondido, and the City's history. Utility boxes were raised, as well as incorporating performance art into the public art effort.

Locations mentioned for future art were along East Valley Parkway, along Bear Valley Parkway, District 3, and Kit Carson Park. Another idea that was discussed was adding more art to downtown with ties to Queen Califa and greater Escondido, such as mosaics in a similar style to the Queen, and art that reflects our culture and heritage including agriculture. The idea of making Centre City Parkway from I-15 to Via Rancho Parkway a sculpture corridor was floated as well; however, there are safety concerns over placement of additional art in this area and will not be considered for future art placement unless this plan is amended in the future.

A successful plan was defined as one that would engage all stakeholders who would want to participate.

### Artist Focus Group

The artists touched on the art forms they desired to see more of in the future including murals created by high school students, thematic art – specifically art that pays tribute to Escondido's history, interactive art – especially for youth, and wayfinding art; in other words, artistic ways to guide people throughout the City.

During the Artist Focus Group, the locations discussed for future art included the west end of Valley Parkway, East Valley Parkway, the Mercado District, West 9th Avenue, the Escondido Creek Trail, and any underused area.

The artists defined a successful plan as one that would result in economic benefit in the form of strengthening the City's tourism industry by attracting visitors to Escondido, one that contains a marketing component, one that it is community-based – representative of the community and a plan that speaks to the future. There was also a desire for a streamlining of the process to get public art into the community as well as an expressed desire for additional City staff that would facilitate this process.

There was also a desire for a directory of/for the Art in Escondido and discussion surrounding identifying and developing a central location for visitors to go to learn about art in Escondido.

### Business Focus Group

The conversation regarding future art was slightly different in the Business Focus Group; the ideas contributed to the discussion included adding QR codes and a playlist for all murals, recycled art – in particular, art that uses/reuses metal from transit shelters and/or mail drop boxes both of which are scheduled to be removed locally and nationally. Wayfinding art and experiential art were also both mentioned.

During the Business Focus Group, the locations discussed for future art included Centre City Parkway, El Norte Parkway, East Valley Parkway, and utility/traffic control boxes.

An idea of creating zones for specific types of art was discussed; for example, Grand Avenue would be the mural zone, Grape Day Park could be the predominately kinetic art zone, and Kit Carson Park could be a sculpture zone.

The successful outcome of the Public Art Strategic Plan included an easing of the process for the placing of art in the city for all involved in the process – identified as artists and people who wanted to have art on their property – as well as a unified brand for Art in Escondido.

### Student Artist Stakeholder Focus Group

The Student Artist Stakeholder Focus Group meeting took place with the students who were painting murals at Washington Park. While the same set of questions were asked and the answers aligned with previous answers, the student artists were also asked about any big ideas they had. The answers were a concert venue, a safe space to create, and representation on the Public Art Commission.

The youth also stated that the vision for art in Escondido is that it is inclusive, accessible, diverse, free, cultural, includes youth, and is exciting.

The words the student artists used to describe Escondido were beautiful, hidden gem, has personality, is not cookie cutter, and comfy.

### Pop-up Event Public Outreach

Art Commissioners hosted a booth at the City of Escondido's annual Street Fair on May 21, 2023. The booth had a citywide map and a focused downtown map showing the current locations of public art and invited people to share locations where they desired art. The booth also had Escondido Public Art Strategic Plan "business cards", which had a QR Code and website URL to the online questionnaire. Additionally paper copies of the questionnaire, flyers with information regarding docent opportunities at Queen Califa and donation information for Queen Califa's maintenance fund were available at the booth.

It was a successful event – the art commissioners made contact with 394 people. Of those, 23 people asked a question or received additional information, 49 people completed the questionnaire on the printed hard copy, and 216 people either took a business card or scanned the questionnaire QR code.

### Online Questionnaire

A questionnaire was made publicly available online from June 2, 2023, through July 4, 2023. The online questionnaire was advertised through the City's communication channels, as well as at the pop-up event and a public workshop. The questionnaire was available in both English and Spanish. A total of 105 responses were received, of which one was in Spanish and included in the tabulations below; however, not every respondent answered every question.

Respondents indicated that the most important role art should Escondido is to support local artists and to beautify the community. The two most desired themes to be expressed through art were history and culture. Taken together, this shows a strong desire to have art in Escondido truly be rooted in the community, be created by local artists, and reflect and celebrate Escondido's past and present. The charts below show the responses received in greater detail.

The majority of respondents feel that regionally Escondido is not acknowledged as the art-rich community it is, and while the advertising choices listed in the questionnaire – advertising on the radio, on billboards, and in the newspaper – were not selected as "the best way", most respondents who indicated that there was another way to advertise more successfully did not indicate which, in their opinion was the best method.

Other ideas include word of mouth, social media, advertising in magazines, working through the schools by involving youth and their families, and by commissioning art products around Escondido.





### Public Workshops

The public workshop was held on Tuesday, June 13, 2023, from 6:30 – 7:30 p.m. in the Mitchell Room at City Hall. Approximately 20 members of the public attended. The evening started with a presentation giving context to the Public Art Strategic Plan and sharing what had been done to date. Attendees were then divided into two groups to foster greater participation. Each group was asked about vision, mission, and goals for the plan, about locations where art could be located, and the types of art people would like to see in Escondido.

A second workshop was held on April 4, 2024 in the Washington Park Recreation Building from 6-7 p.m. The community came in at their leisure to discuss what type of art they would like to see in their community. The feedback received highlighted the importance of embracing diversity in artistic expression, including various ethnicities and modalities. Participants emphasized the need for art that reflects culture and history, supports local artists, and art that is accessible and community-driven. Art was described as a powerful communication tool that fosters understanding and reflects the community's identity.



### MAGEC Group Stakeholder Meeting

On Wednesday, March 27, 2024 City staff attended a Museum and Arts Growing Escondido Culture (MAGEC) meeting to ask the participants four questions:

- ◆ What does art mean to you?
- ◆ What is your vision for public art in the City of Escondido?
- ◆ Are there certain core Values that Escondido’s public art should embody?
- ◆ What role do you think the city should have in art?

This lively discussion with a group of stakeholders directly connected to the arts community in Escondido was facilitated by Community Services staff. As a group, the attendees were given an opportunity to think about and then share their responses using sticky notes or in an open public forum on each of the questions in sequential order. The overarching sentiment was that art is an integral part of the Escondido Community.



“To me, art is a window to the soul, for both the creator and the observer. Art can express emotions and ideas that are often not able to be expressed through words, using the international language of color, form and sound.” – Steve Hart

“Civic Pride, Historic education, Beautification (not mundane), Cultural Varietal Expression Unity and Diversity at the same time, Building bridges across communities.” – Tokeli Baker

“Art brings people together and creates a space for discussion and appreciation with other like-minded people” – Anonymous

“Art is the creation of media that relies on the psychology of the creative eye. It is the preserver of semiotics and culture.” – Mia Savage



## Appendix IV: Art Typologies

Public art is different from studio art or art exhibited in museums and galleries. Public art is accessible to the public, it typically reflects an awareness of its site, both physically and socially, and, most importantly, public art involves community process in its creation. A wide variety of approaches to public art are possible. Some approaches emphasize integrating artwork into the built environment, others emphasize placing artwork in a plaza or on a wall, and still others involve the creation of temporary works in community settings.

### Approaches to Public Art

Depending on the needs of the Escondido community, one, or a combination, of the following approaches may be taken:

**Discrete object:** The traditional approach of placing stand-alone sculptures, murals, or other artworks in public buildings, plazas, parks, etc., to beautify and humanize the environment.

**Integration of public art and architecture:** A multi-disciplinary design team approach wherein artists work on project teams with architects, engineers, landscape architects, and other design professionals to design and create public projects, such as transit systems or wastewater treatment facilities to achieve the highest aesthetic innovation. This approach may also result in artist-designed functional elements that are integrated into the project, such as flooring, furniture, light fixtures, fencing, tree grates, etc.

**Urban design/place-making:** Artwork projects that contribute to the enhancement of a cityscape, create a sense of place, or improve the design qualities of public infrastructure. Artist-designed freeway enhancements, bridges, or parks are examples of such projects.

### Permanent Art Installations

Permanent artwork will be installed in prominent or meaningful locations throughout Escondido. Large pieces may well serve parks and public spaces, gateways, focal points along corridors, and gathering places. Smaller pieces can enliven schools, municipal buildings, neighborhoods, and pedestrian connections. Permanent installations include all public art pieces that are fixed indefinitely and can range from sculptures to decorative seating, and from murals to other functional amenities. Material selection is an important element of permanent art installations, as they should be highly durable and easily maintained.

### Temporary Art Installations

Temporary art installations are an exciting category for public art in Escondido. Temporary art installations can be an effective tool for enlivening a neighborhood and creating a dynamic feel to an area. These art installations can vary greatly in nature from pop-up sculptures or structures to video films. Temporary installations provide great flexibility to artists to utilize materials that may not otherwise withstand the test of time or are only appropriate during certain seasons. Additionally, temporary art installations may be utilized when the subject matter is appropriate on a short-term basis, such as a reaction to a cultural event. Finally, temporary art offers a greater number of local artists the opportunity to display meaningful pieces that they may not otherwise be able to share with their community.

### Interactive Artworks

Interactive art is art that involves an observer. This may be through allowing the observer to touch, enter, or sit in an artwork, such as in large

sculptural pieces. Other types of interactive art include art that responds to an observer's participation, such as in a touch-responsive light wall or a piece of art that creates music. Other ideas include shade canopies that create interesting shadows and encourage people to find hidden pictures in the created shadows. Interactive artworks are powerful pieces for engaging the community, especially those who may not otherwise be interested in public art.

### Light and Media-Based Art

Light and media-based art involves any type of technology-based art, including projected or static lights, digital or video art, and many more creative creations. This art typology can be an exciting contribution to public art in Escondido. It can be temporary or permanent and is suitable at a variety of locations depending on the type of technology used. Consideration should be given to the materials used and their durability in the given environment, as well as whether it could create a distraction for motorists.

### Kinetic Art

Kinetic art relies on movement for its effects. Spinning, rotating, swirling, rolling, and other movements are incorporated by design or machinery. The movements can be powered as a machine or propelled by environmental forces such as wind, heat, or the observer themselves. This is a broad classification of public art that includes both permanent and temporary designs. The installation location of kinetic pieces should be thoughtful of safety considerations such as observer injury and distractions to drivers. Depending on the overall design, these pieces may require regular maintenance to ensure they continue to function properly.

## Appendix V: Public Art Acquisition

### Existing Collection

The City of Escondido's Public Art Program began in 1988. Since that time, the City of Escondido has been building its Public Art Collection and to-date, has a healthy collection that includes murals, sculptures, mosaics, statues, and interactive art. As part of its existing program, the City of Escondido has an established Mural Policy, guidelines for receiving gifts of art, policy for an art fee, and guidelines for the utility box mural pilot program. These documents are included by reference and carried forward as valid policies by this plan.

The City of Escondido's Public Art Collection can continue to grow by acquiring or commissioning public art. This can happen in a variety of ways:

- ◆ Site specific projects
- ◆ Completed artworks selected for an existing site
- ◆ Completed artworks received as a gift or as a donation
- ◆ Temporarily loaned or rented artworks

### Selection of Artwork (Excludes Donations and Gifts)

**Request for Qualifications and/or Request for Proposals.** A Request for Qualifications (RFQ) followed by a Request for Proposals (RFP), or just a Request for Proposals is a common method for selecting an artist and specific art piece for a specific location. This is also referred to as a call for artists, or call for art.

**Sole Source.** This approach reflects the fact that public art is fundamentally different from most other types of projects. With art, we are

looking for individual expression or unique ideas—not price comparisons for a plan or an idea. In some cases, a specific artist or type of art may be desired and the Commission or the City Council may choose to request a proposal from an individual artist without going through competitive selection. This approach requires City Council approval and needs to be clearly justified as to why competitive selection is not needed or desirable and how sole sourcing will better meet the City's objectives.

**Acquisition.** Acquisition of an art piece that has already been completed by an artist may be appropriate in some circumstances. City Council approval is required for direct acquisition of pieces of art.

All public art and public art projects shall be reviewed by the Public Art Commission, all of the advising departments noted in the roles and responsibility section, determine whether any issues may arise out of the placement of art or the choice of materials for the artwork for the particular site to help ensure it's contextually appropriate. In cities throughout the United States, there has been growing support for public art. However, some projects have been criticized as being "plop art",—meaning elements are simply "plopped" down in a location without sensitivity to the site or the people who use the space. Review by the Public Art Commission, the advising departments, and City Council will help mitigate against this potential issue.

### Public Art in Private Developments

Public art can enhance a private development project by providing iconic features that foster identity and public interaction. Project specific works of art can better reflect the purpose, site, history, and identity of a development, adding value to the owner's investment.

City Council passed a resolution designed to further enhance the aesthetic environment of the City by requiring private property owners and developers to pay a public art fee or incorporate a piece(s) of art in new developments.

The resolution requires a public art fee for all development projects, both residential and non-residential, or in lieu of paying the fee, developers are required to place public art on their property following the Fee Guide for Development Projects. Additionally, in lieu of the fee, artwork can be donated to the City (Municipal Code Section 33-734). The art fee is in the City's Fee Guide for Development Projects, which is periodically updated and should be consulted for the most current fee.

## Attachment "3"

### Public Art in Private Developments

Placement of public art in a private development is a two-step process, including an application and approval.

**Application:** An application for placement of public art on private property is submitted to the Development Services Director and must include the following:

Preliminary sketches, photographs, or other documentation of sufficient descriptive clarity to indicate the nature of the proposed public art, including an accurate description of the colors and materials to be used.

An appraisal or other evidence of the value of the proposed public artwork, including acquisition and installation costs.

A site plan clearly showing the location of the public art and its relation to pedestrian paths of travel on the site and in the vicinity, including adjacent rights-of-way.

An elevation or perspective rendering showing the streetscape view of the public art, including the street elevations of adjacent properties.

If relevant, any structural or installation plans. *(Not required for all types of art).*

A narrative statement to demonstrate that the public art will be displayed in an area open and freely available to the general public, or that public accessibility will be provided in an equivalent manner based on the characteristics of the artwork or its placement on the site.

Draft covenants, conditions and restrictions (CC&Rs), to be recorded with the County Recorder, which require the property owner, successor in interest, and assigns to:

- ◆ Maintain the public art in good condition as required by the City's Guidelines for Public Art.
- ◆ Indemnify, defend, and hold the City and related parties harmless from any and all claims or liabilities from the public art, in a form acceptable to the City Attorney.
- ◆ Maintain liability insurance, including coverage and limits as may be specified by the City's Risk Manager.

### Placement of Public Art on Private Property

City staff will review proposals submitted as part of the development permitting process, and city staff will bring the item on the agenda before the Public Art Commission to review the proposed art using this strategic plan.

### Private Developer Public Art Donation

The donation of an artwork to the City by a Private Developer in lieu of either paying the art fee or placing a piece of public art in their development, follows the process for donated public art in the Donation Acceptance Guidelines. However, the Donation Acceptance Guidelines are a comprehensive, free-standing document, which can be updated independent of the Public Art Strategic Plan, so for the most current information that document should be consulted.

### Donations of Public Art - Process

Item 20.

In order to facilitate a reasonable assessment of proposed gifts and loans of public art that are in the best interests of the City, the Public Art Administrator, in consultation with other City departments as appropriate, and with the Public Art Commission (PAC), will coordinate the review of all aspects related to the acceptance of donations and loans of public art. Proposed gifts and loans should be evaluated to determine whether they are in line with the City's overall goals and adopted plans and policies, whether they are placed in appropriate locations and integrated appropriately with their sites, and whether proper advance planning and preparation has taken place.

Proposals for gifts and loans of public art that are made to any City official or department should be referred to the Public Art Administrator. Technical review should be undertaken by appropriate City staff and aesthetic review should be undertaken by the PAC. Staff and the PAC should provide a recommendation to the Director/City Manager/City Council, who has final approval authority over gifts and loans of public art.



## Receipt Gifts or Loans

### Proposals

Proposals for gifts and loans of artworks shall be submitted via email to City staff. At a minimum, the proposals should include the following:

- ◆ Resume and biography of artist
- ◆ Title of the artwork
- ◆ Digital images of the artwork
- ◆ If the artwork is being loaned to the City for temporary display, any conditions related to the display and the duration of the loan
- ◆ Proposed site location(s) and necessary site improvements
- ◆ Technical drawing of the artwork including dimensions
- ◆ Expected date of installation
- ◆ Statement of appraised value of art. In the case of a work of art that is temporarily loaned to the City, whether the art is insured and evidence of insurance
- ◆ Maintenance and installation requirements, including a cost estimate for installation
- ◆ Certification of intellectual property rights to the work of art or requirements for waiver or transfer of such rights to the City
- ◆ Report of artwork's condition if not new; and
- ◆ A written agreement executed by or on behalf of the artist who created the public art that expressly waives their rights under the California Art Preservation Act or other applicable law.

### Internal Review

Initial review of proposals shall be made by relevant City departments to ensure that the application is complete, to conduct an initial feasibility review of the proposal, and to determine what other requirements, i.e. permits, studies, etc., are required. Applicants will be notified in writing of any additional requirements.

### Public Art Review Process

Once internal City staff review of the proposal requirements is completed, and City staff reviews the proposal against risk, safety and compliance policies

The Public Art Commission shall evaluate proposals based on the following criteria:

- ◆ Compatibility with existing public art and the proposed site;
- ◆ Compliance with requirement to notify surrounding businesses of the proposed art piece
- ◆ Alignment with the Public Art Strategic Plan and the other guiding policy documents
- ◆ Availability of the site;
- ◆ Maintenance and installation requirements and anticipated costs to the City
- ◆ Artwork condition, if not new
- ◆ Liability considerations;
- ◆ Donor conditions
- ◆ Such other considerations that the PAC and City staff find relevant for the particular artwork.

### Conditions of the Gift or Loan

The artist will be required to enter into an agreement with the City to memorialize their understanding and arrangement with respect to the installation, maintenance, financial responsibility and any other conditions of the gift or return of the artwork on loan.

Permanent donations of artwork(s) will become the property of the City's public art collection.

Prior to the issuance of grading and building permits, the applicant presents the proposal for acceptance of public art donated to the City to the Development Services Director for review.

### City Public Art Inventory

It is recommended that the City of Escondido keep a current inventory of its Public Art collection. The inventory should include:

- ◆ Name of artwork
- ◆ Name of the artist
- ◆ Location of the artwork
- ◆ Materials used in the artwork
- ◆ Year the artwork was donated or installed
- ◆ A brief description of the artwork, preferably written by the artist as to the intent or meaning
- ◆ A photograph of the artwork
- ◆ Funding source



## Appendix VI: Deaccessioning

Deaccessioning is the process through which artworks are permanently removed from the City's collection.

The City of Escondido reserves the right to deaccession works of art in its public art collection in the best interest of the public and as a means of improving the overall quality of the City's public art collection. All meetings in which artwork is recommended for deaccession from the City's public art collection are open to public attendance.

### Consideration

An artwork may be considered for deaccession if one or more of the following apply:

The site for the artwork has experienced significant changes in ways that have rendered it inaccessible to the public or the site has been/will be destroyed or altered in a significant way;

A suitable place for display of the artwork no longer exists or is not available;

The artwork is found to be fraudulent or not authentic;

It has deteriorated or has been damaged such that restoration is impractical, unfeasible, or would render the work false;

It no longer exists due to theft, accident, or natural disaster;

The artwork has visibly degraded;

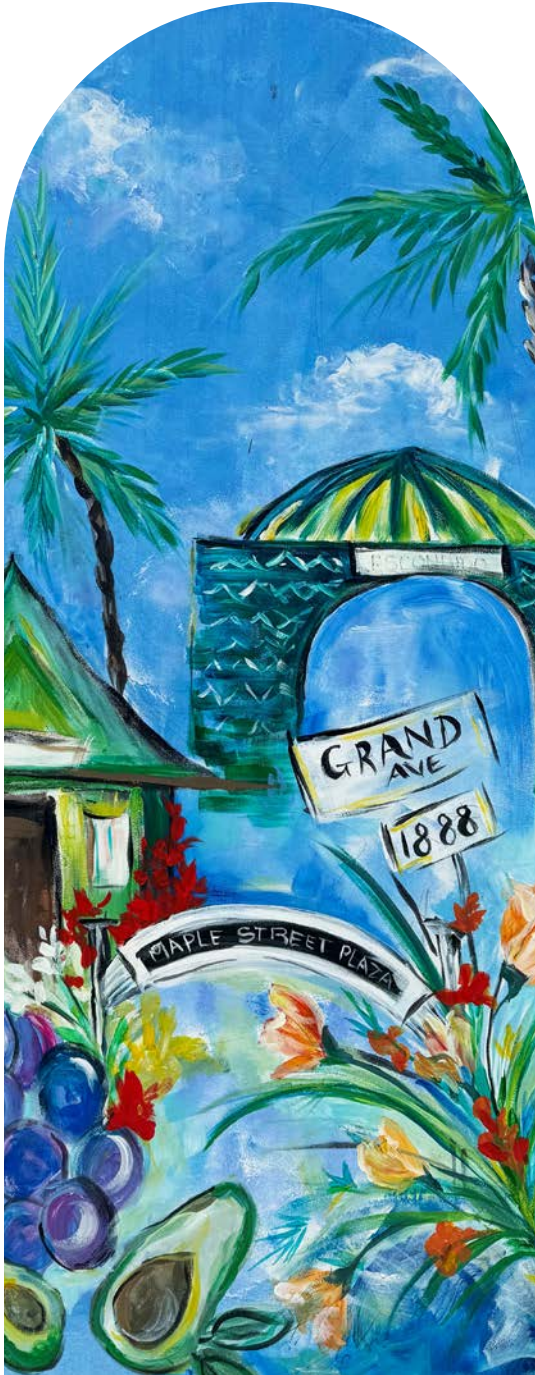
The artwork causes excessive or unreasonable maintenance;

The artwork represents a physical threat to public safety;

A written request for deaccessioning had been received from the artist; and/or

The art is on a privately owned building designated for a new use and the art piece is no longer relevant to the redevelopment of the property.





### Notification

Once an artwork has been identified for deaccession, the artist must be notified. The City shall make a good faith effort to contact the artist whose artwork is being considered for deaccession in a timely manner and make them aware of the situation or circumstances surrounding the deaccessioning consideration. Some artwork problems may be resolved after consultation with the artist(s), thereby eliminating the need for initiating the deaccession procedure. If the issue cannot be resolved, the artist shall be notified of the Public Art Commission meeting(s) at which the issue will be taken up and shall be invited to speak on behalf of themselves and the artwork.

### Removal

Artwork may only be removed from the City's collection through deaccession after careful and impartial evaluation of the artwork within the context of the City's collection by the Public Art Commission. The deaccession evaluation must include:

A good faith effort to inform the artist or the artist's estate that the artwork is being considered for deaccession.

A review of all pertinent accession documentation, including a review of legal documents by the City Attorney.

A written recommendation on deaccession by the administrator of the Public Art Program; and a review of any pertinent written correspondence, media coverage, and other evidence of public opinion.

If the Public Arts Commission deaccession to be appropriate, determined by a majority vote, it will submit a formal recommendation, including a written statement of findings, to City Council.

If the City Council decides that deaccession is appropriate, the artwork will be disposed as follows:

- ◆ The artist or estate of the artist will be given first option for acquiring the work through purchase, exchange, or other terms
- ◆ The artwork may be sold in accordance with all relevant laws governing surplus public property
- ◆ The artwork may be loaned to a gallery, museum, or similar institution
- ◆ The artwork may be donated or gifted to a gallery, museum, or similar institution
- ◆ The artwork may not be sold, loaned, or otherwise transferred to any City staff or member of the Public Art Commission.

The receiving person (e.g. artist) or entity (gallery, museum, etc.) is responsible for all costs associated with the removal or relocation of the artwork. Any proceeds from the sale of public art belong to the City of Escondido. It is encouraged that proceeds are deposited into a fund used for acquiring more public art or into a fund used for the maintenance of artwork acquired through the City's Public Art Program. A record of deaccessioned artwork will be kept with the documentation of the City's collection.

## Appendix VII: Maintenance

### Maintenance

Public art will require maintenance and occasional repairs like most City facilities. Maintenance of existing and future collections and installations of public art requires a plan and funds to run a successful program. According to Artwork Archive, an art management and preservation company, robust City Public Art Programs dedicate as much as 10% of the public art fund to maintenance and upkeep.

### Maintenance of Existing Public Art

The City of Escondido has been successful in growing its public art collection. To effectively establish a plan and funds for routine maintenance and conservation needs, a Conservation and Maintenance Plan should be developed with input from a professional conservator. The designated Public Art Administrator should work with a hired conservator to note all maintenance required to effectively estimate staff time needed to properly care for the pieces. Using the recommendation of the conservator, the Public Art Commission or volunteers can be enlisted to survey the permanent collection. The Public Art Administrator can assign up to 10 pieces per person. Their job will be to assess the artwork, take pictures, and write a summary that can be recorded using available online archiving platforms or via the City's in-house database. As the collection grows, an up-to-date inventory will be crucial to ensure accurate estimates for time and money required for maintenance. Additionally, the Conservation and Maintenance Plan should be periodically re-evaluated.

### Maintenance of Future Public Art

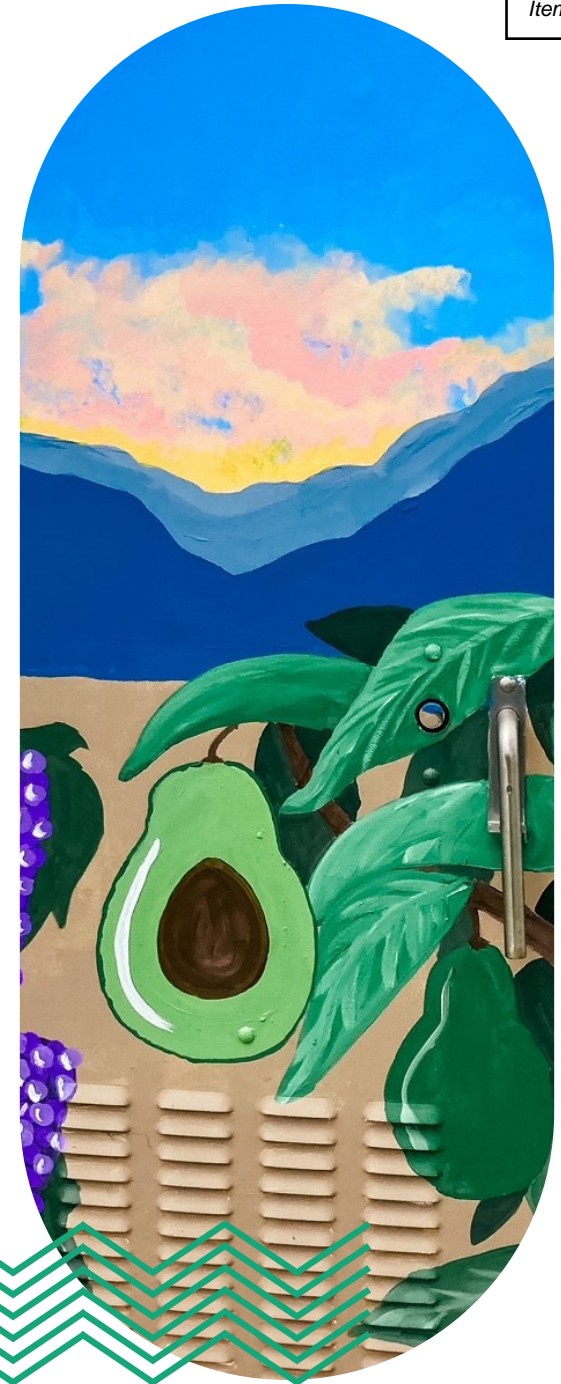
Future public art will also require maintenance and occasional repairs. Although the City should encourage artworks requiring "little or no maintenance," future artworks will vary in the amount of maintenance required, resistance to vandalism, and ease of repair.

### Maintenance Record Form

It is essential that the artist and the City understand maintenance expectations from the initial design stages. Prior to final acceptance of the artwork, the Public Art Administrator ensures that the artist has completed a Maintenance Record Form. The original copy of the form is retained by the Public Art Administrator and a copy is forwarded to the responsible department/parties for the maintenance and upkeep.

### Maintenance Responsibility

The Public Works Department, in coordination with the Community Services Department, is responsible for maintaining City-owned or City-sponsored public art. In some cases, they will be responsible for contracting out maintenance work. Temporary artworks owned by others but exhibited in City buildings or on City-owned land is the responsibility of the owner, unless other arrangements are made by prior agreement with the City. A list that identifies the responsible party for the maintenance of a particular piece of public art will be retained by the Public Art Administrator.







### Maintenance Cost

The City of Escondido has a public art maintenance fund. As the City's public art inventory grows, the City should ensure that the maintenance fund continues to grow as well.

### Routine Maintenance

Routine maintenance includes trash and graffiti removal, cleaning, waxing, minor landscaping, replacing light bulbs, and mechanical activities like tightening, adjusting, and oiling. Frequency will vary by type of artwork, but bi-weekly, monthly, quarterly, or annual checks by maintenance staff during the normal course of their rounds would be typical.

### Cyclical Maintenance

Cyclical maintenance is done at regular, but much less frequent intervals. It involves more extensive treatment such as disassembly, inspection, and surface applications of protective coatings (e.g. repainting). Because this work could significantly affect the appearance and longevity of the artwork, it may require special knowledge or skills. Before proceeding with the work, staff should either:

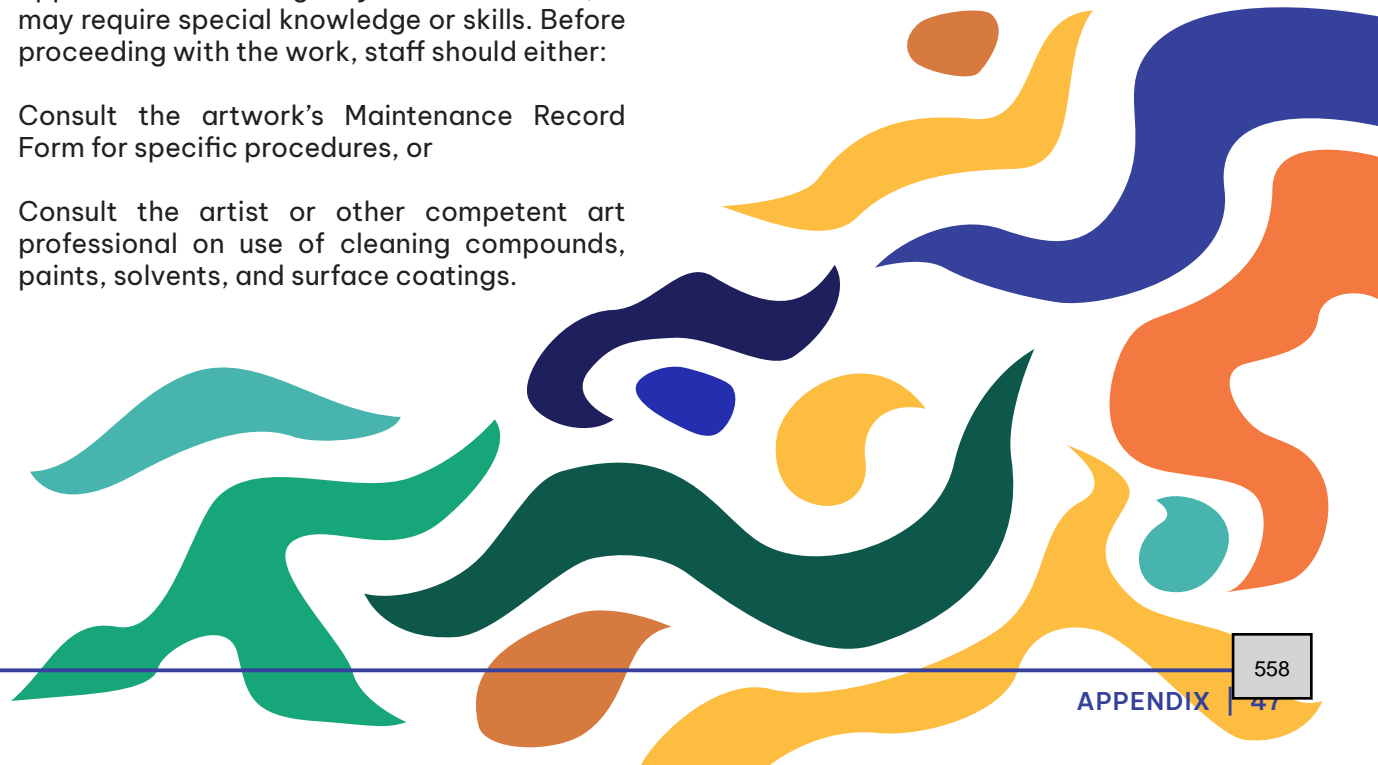
Consult the artwork's Maintenance Record Form for specific procedures, or

Consult the artist or other competent art professional on use of cleaning compounds, paints, solvents, and surface coatings.

### Repair and Restoration

This involves the treatment of damaged or deteriorated artworks to return them to as close to their original appearance as possible. Extreme care must be used to maintain the artistic integrity of the artwork. The repairs must preserve the artist's intent in both design and materials. In many cases, such repairs require the involvement of the original artist, or if that is not possible, an art conservator trained in art restoration.

Again, the artwork's Maintenance Record Form, prepared by the artist prior to final City acceptance of the artwork, gives some guidance on this issue. The City has an ethical and legal responsibility to maintain the artistic integrity of an artwork (Calif. Art Preservation Act, Cal. Civ. Code 987 (West Supp. 1985)). Improper maintenance and repair methods can damage valuable artworks and may trigger legal challenges by the artist.



## Appendix VIII: Resources and Funding Opportunities

### Funding and Partnership Opportunities

This appendix outlines an overview of the suggested projects for implementation such as a general timeframe for prioritization and a preliminary cost range, as well as:

- ◆ Methods for selecting artists for public art projects
- ◆ Pursuing ongoing grants and partnership opportunities
- ◆ Public Art priorities
- ◆ Funding protocols and best practices

### Public Private Partnerships

No matter what funding opportunities are pursued, “impact” and “leverage” are top priorities for foundations and funding agencies. Broad impact and getting resources where resources are needed most are key criteria for awards. Funders want to know that their support will leverage even more funds. Often grant applications require that awards be matched with support from other organizations or a government agency.

Funders understand that the best projects are sustainable when conducted by talented creatives who are partners with experienced managers who can maximize existing resources to get the best results. Funding requests need to demonstrate the following: an applicant’s ability and experience working at an elevated level of collaboration, the existence of established partnerships, and integration with local artists and social/civil/cultural organizations. They expect that a particular grant will mushroom into other efforts.

Given those priorities, grants are more likely to be awarded to projects, nonprofits, and city agencies or cultural groups that have previously established working relationships within their region. Groups such as local chambers of commerce, tourism boards, downtown associations, and similar entities have a wealth of contacts, resources for marketing,

and outreach networks that can be utilized for arts programs and organizations that do not have those capabilities in-house.

For instance, the California Arts Council is a state agency and is obligated to award grants only to nonprofits or nonprofit fiscal sponsors of arts organizations or to units of government. Matching funds may also be required for grant awards. These matching contributions can be in dollars or in-kind donations of facilities, pro bono consulting services, training, supplies, and other expendable property that are given free of charge to an organization or program. Those award conditions make public/private partnerships ideally structured for success in the grant application process.

The Project for Public Spaces (PPS) collaborated with Southwest Airlines on its Heart of the Community grant program. The program was developed to support and activate public spaces in the heart of cities served by Southwest Airlines. The PPS website describes that success as follows:

*“Essential to each project’s success was developing collaborative partnerships with arts institutions, civic groups, local businesses, and other organizations. This diversity of voices in each community led to the design of unique, attractive, and accessible programming within each public space. By strengthening these community connections, each project developed a reach far beyond the physical public spaces themselves. The Heart of the Community Grant funded nineteen projects, nurturing strong local partnerships, building local placemaking capacity, and transforming how cities think about their public spaces.”*

The City of Escondido has potential community partners, and the Public Art Commission should continue to cultivate these relationships and contacts.



## Other Funding Strategies and Opportunities

Funding might be combined from several sources to host a special event or special art installation. Creative funding and collaboration can be powerful tools for temporary and permanent artworks. For example, a collaborative project that combines the talents of artists, connects the community, and fosters economic development could have great appeal to several granting agencies that are identified below:

### Funding

#### NATIONAL ENDOWMENT FOR THE ARTS – Our Town Program

One of the ways this program supports creative placemaking is working with communities to “elevate key assets.” Funding of this nature could be used in relation to Queen Califia’s Magic Circle.

As described in the National Endowment for the Arts website: arts, culture, and design are essential to building strong communities where all people can thrive. Through Our Town, the NEA is proud to support creative placemaking projects that integrate arts, culture, and design into local efforts that strengthen communities over the long-term. The program demonstrates the ways in which artists, culture bearers, and designers can help to:

- ◆ Elevate or bring new attention to or key community assets and issues, voices of residents, local history, or civic infrastructure;
- ◆ Inject new or additional energy, resources, activity, people, or enthusiasm into a place, community issue, or local economy;
- ◆ Envision new possibilities for a community or place—a new future, a way of approaching a new opportunity, overcoming a challenge, or problem-solving;
- ◆ Connect communities, people, places, and economic opportunity through physical spaces or new partnerships and relationships; or Honor traditions shaped by the lived experience of a community’s residents, such as music, dance, design, crafts, fashion, cuisine, and oral expression.

Our Town projects engage a wide range of local stakeholders in efforts to advance local economic, physical, or social outcomes in communities. Competitive projects are responsive to unique local conditions, authentically engage communities, advance artful lives, and lay the groundwork for long-term systems change. (Systems changes can include, for example: establishment of new and sustained cross-sector partnerships; shifts in institutional structure, practices or policies;

replication or scaling of innovative project models; or establishing training programs).

The program requires applicants to demonstrate committed leadership from the local level and evidence of a diverse group of local stakeholders engaged in the proposed project. Applicants must demonstrate a required partnership in order to be eligible to apply for funding.

The website has a dedicated page identifying eligible organizations, which includes units of local government. The grants require a cost share/match amount equal to the grant amount, which can range from \$25,000 - \$150,000. For more information: [arts.gov/grants/our-town](https://www.arts.gov/grants/our-town)

#### PROJECT FOR PUBLIC SPACES

The “Project for Public Spaces” is a consolidator of private donations from foundations, corporations, and individuals. According to their website: “In many American cities, not only are public places inequitably distributed and poorly maintained but the people in the communities with the least access also rarely have the opportunity to shape public spaces themselves.

Project for Public Spaces’ Community Placemaking Grants enable US-based nonprofits and government agencies to address this inequality of access by working directly with local stakeholders to transform public spaces or co-create new ones. We do this by providing direct funding, technical assistance, and capacity building facilitated by Project for Public Spaces.”

More information on the Project for Public Spaces can be found at: [pps.org/community-placemaking-grants](https://www.pps.org/community-placemaking-grants)

This Buffalo Heritage Carousel project in New York is a prime example of how one community utilized a PPS grant to energize an existing public art facility: [pps.org/projects/buffalo-heritage-carousel](https://www.pps.org/projects/buffalo-heritage-carousel)

#### OTHER OPPORTUNITIES



## URBAN LAND INSTITUTE

A world-wide organization with 45,000 members who are experts in real estate and development, Urban Land Institute (“ULI”) is foremost a business sector advocate for creative placemaking. They appreciate the potential for shaping better communities when artists and other creatives join forces with the business sector. The Institute is a repository of research, data, and reports focused on the intersection of finance, business, real estate development, and community building. The arts are a major factor in that realm and ULI provides funding support and technical assistance focused on creative placemaking. As stated on ULI’s website, their mission is to “Shape the future of the built environment for transformative impact in communities worldwide.”

The US branch of ULI has members across California that may be worth meeting. ULI’s publications are a great source of information and inspiration. Their Creative Placemaking Publication, “Sparking Development with Arts and Culture” (July 15, 2020), and Creative Placemaking Webinar could be useful.

## STATE OF CALIFORNIA – California Arts Council

The California Arts Council (“CAC”) is a state agency with a robust website and dedicated grants that include general resources such as webinars about applying for grants, as well as information about grant programs and applications. More information can be found at: [arts.ca.gov/grants](https://arts.ca.gov/grants)

Their webpage named “The Collective”, is a central hub for connecting California’s arts and culture communities with the general public, by sharing the vast and varied creative assets available within our state. Peruse, publish, and set notifications for new opportunities such as jobs, internships, artist calls, grants, conferences, workshops, and more. More information can be found at: [arts.ca.gov/opportunities](https://arts.ca.gov/opportunities)

The California Arts Council calendar year 2022 regular program funding cycle was more than \$72 million—the biggest annual investment in the California Arts Council’s 46-year history, largely supported by the \$40 million one-time boost in support for the agency’s creative youth and arts education development programs.

There were two cycles for 2022, and the second round of grant funds for Cycle B totaled more than \$41 million for more than 900 grants supporting artists, culture bearers, and cultural workers throughout the state of California. It provided funding opportunities for arts education,

creative youth development, and related arts workforce development. Additionally, the cycle offered funding opportunities for administering organizations to regrant funds for folk and traditional arts and individual artists fellowship programs. Operational support for statewide and regional arts service organizations and networks was also available during this round of grant funding.

The 2023 grant program offerings have been carefully designed to benefit the whole of California’s arts and culture ecosystem, with focused considerations for first-time applicants, small and mid-size arts and organizations, folk and traditional art forms, county local arts agencies and arts service organizations, and balanced opportunities with deep investment for both general operating and project-based support.

CAC grants support many different programs, too numerous to list. Some programs are not available every year. Different programs have varying dollar amount limits, target audiences, and communities. A sampling of a few examples of grants that support individuals and organizations are listed below and can be found here: [arts.ca.gov/grants/grant-programs](https://arts.ca.gov/grants/grant-programs)





### **Creative California Communities Two-year grant \$150K per year**

The Creative California Communities (“CCC”) program supports meaningful, collaborative, creative placemaking projects that animate, activate, and celebrate communities by using local artists, cultural resources, and/or the creative sector as central components. Projects connect nonprofits, government, and business entities to create positive changes in support of the community’s goals. Projects also encourage increased engagement in arts and cultural activities with community members in a place-based context. Place-based refers to a context grounded in a physical space or geographic area (e.g., a building, plaza, neighborhood, or natural geographic feature). The intersection of partnerships, place, and arts and cultural activities is essential for this program.

### **Artists in Communities**

Artists in Communities centralizes artists and their artistic processes as vehicles for community vitality. Artists in Communities grants support sustained artistic residencies in community settings. Applicant organizations, partners, and community members must support the vision of the artist(s) to produce creative projects that are relevant and responsive to their community.

### **Creative Youth Development**

The Creative Youth Development program (formerly Youth Arts Action) is rooted in the CAC’s belief that arts learning is an essential tool for healthy human development and that it should be available to all young people throughout California. The CAC envisions that all of California’s young people are provided with meaningful, culturally responsive arts-learning experiences so that they can reach their full potential. \$40,000 for the two-year grant period.

### **Innovations and Intersections – Arts + Technology and Health**

Up to \$500,000 Grant Activity Period. The Innovations + Intersections program is rooted in the California Arts Council’s understanding that the arts can provide creative strategies to respond to society’s most pressing opportunities and concerns. The CAC has created this pilot grant category to support innovative projects that use arts and culture-based approaches to respond to systemic issues that affect Californians. The program provides funding for large-scale and/or long-term innovative projects working at the intersections of (1) arts and technology and (2) arts and wellness.



### Veterans in the Arts

The Veterans in the Arts program is rooted in the CAC's vision to create a state where the arts are a central component of daily life and accessible to all. Through this program, the CAC desires to specifically address the needs and improve the lives of California's veterans through arts, culture, and creative expression. The purpose of the Veterans in the Arts program is to increase equity, access, and opportunities for veterans to participate in quality arts programming that is sensitive and responsive to their unique experiences.

### Reentry Through the Arts

Reentry Through the Arts supports arts and culture programs for adults who have been incarcerated within correctional institutions. It reinforces the direct impact that arts and culture have on the health, welfare, and economic well-being of all Californians and their communities. Through this program, CAC has been able to expand its funding opportunities to include projects specifically designed for returned residents, utilizing arts participation as an effective instrument for healing, community integration, and skill building. By focusing on the principles of restorative justice, transformative justice, and healing-centered approaches, Reentry Through the Arts elevates projects that utilize arts and culture as part of a holistic approach to support the most successful transition of returned residents back into their communities. This program typically provides 30 grants per year for up to \$50,000.

### JUMP StArts

JUMP StArts planning grants are available to support arts organizations that have identified a juvenile justice or social services partner and are in the process of developing an arts project to serve these priority youth. Planning grants give organizations the opportunity to take the time to design the project thoughtfully and include meaningful contributions from both partners. The planning grants also can be used to pilot aspects of the program and conduct any necessary training and/or professional development for the project staff. Given the transient context for system-engaged, system-impacted, and/or at-promise youth, applicants are encouraged to consider partnering with multiple agencies that serve youth in various aspects of their incarceration, probation, and re-entry to ensure consistent engagement and to maximize program impact.





# Artist Glossary

- Page 2 *Queen Califfa's Magical Circle*, sculpture garden by Niki de Saint Phalle, 2003. Located in Kit Carson Park.
- Page 3 Snake at Kit Carson Park.
- Page 4 *Untitled Mural*, by artist Rafael Lopez, 2024. Located at Palomar College in Escondido.
- Page 7 *Circle of Music*, sculpture by Sandra Rowe (lead artist), Nancy Mooslin, and Steven Stucky, 1998, located at City Hall in Escondido.
- Page 9 *Queen Califfa's Magical Circle*, sculpture garden by Niki de Saint Phalle, 2003. Located in Kit Carson Park.
- Page 10 *Uniting Two Worlds*, mural by Katie Gaines, 2022 located in alley south of Grand Avenue.
- Page 11 *Locomotion*, sculpture by Sandra Rowe (lead artist), Nancy Mooslin, and Steven Stucky, 1998, located in Grand Avenue in Escondido.
- Page 13 *The Hidden Valley*, mural by Daniel Hernandez, 2019 located at Grand Avenue and Juniper Street.
- Page 14 *Philosophical Graffiti, What is Love?*, Sebastian Stehr, 2023 located on building on N. Kalmia Street.
- Page 14 *Know your History*, mural by Mark "Zane" Kingcade, 2024 located on building on E. Grand Ave.
- Page 14 *Escondido's Vision*, mural by Julia Anthony, 2021 located on the Escondido Public Library.
- Page 15 *Circle of Music*, sculpture by Sandra Rowe (lead artist), Nancy Mooslin, and Steven Stucky, 1998, located at City Hall in Escondido.
- Page 16 *Esco Strong*, mural by Mauro Alvarez, 2021 located on Center for the Art Escondido building.
- Page 17 *Untitled*, mural by Aneth Hernandez, 2023 located on the Washington Park Building.
- Page 18 *Community*, sculpture by Jeff Lindeneau, 1990 located on West Valley Parkway and Tulip.
- Page 22 *Untitled*, mural by EUHSD students, 2023 located on the Washington Park Building.
- Page 23 *New Leaf*, bronze and stainless-steel sculpture by Dan Dykes, 2011 located on Centre City Parkway.
- Page 23 *Queen Califfa's Magical Circle*, sculpture garden by Niki de Saint Phalle, 2003. Located in Kit Carson Park.
- Page 24 *Global Roots*, mosaic mural by various artists, 2023, located on the John Paul Catholic University on Grand Avenue and Maple Street.
- Page 24 *Image use courtesy of Delight of France.*
- Page 28 *Nature as Teotl and Teotl as Nature*, mural by Charlie Mejia, 2022 located on Tortilleria Santa Cruz building on N. Rose Street.
- Page 29 *Gozar La Vida*, Traffic Signal Box painting by Shirish Villaseñor, 2024 located on Midway Drive and El Norte Parkway.
- Page 30 *Circle of Music*, sculpture by Sandra Rowe (lead artist), Nancy Mooslin, and Steven Stucky, 1998, located at City Hall in Escondido.
- Page 32 *Untitled*, mural by EUHSD students, 2023 located on the Washington Park Building.
- Page 36 *Pistil<3*, mural by Tristard Pittard, 2021. Located in alley south of Grand Avenue.
- Page 37 *Welcome to Grand*, mural by Mark "Zane" Kingcade, 2023 located on building on N. Kalmia Street.
- Page 43 *Xebeche: Sky Whale*, mural by Tristan Pittard, 2022 located on building on S. Juniper Street.
- Page 45 *Zanniki's Escondido*, Traffic Signal Box painting by Suzanne Nicolaisen, 2023 located at N. Broadway and East Valley Parkway
- Page 46 *Harvest Joy*, Traffic Signal Box painting by Alexandra Molumby, 2024 located at Centre City and 9th Avenue
- Page 47 *Reflections on Downtown*, bronze sculpture by T.J. Dixon, 1990 located on N. Broadway in Grape Day Park.
- Page 48 *Queen Califfa's Magical Circle*, sculpture garden by Niki de Saint Phalle, 2003. Located in Kit Carson Park.
- Page 50 *Fountain*, bronze sculpture by James Hubble, 1989 located at Trinity Episcopal Church
- Page 51 *Hal-ah-wee*, sculpture by Leslie Mayer, 2021. Located in alley south of Grand Avenue.
- Page 52 *Past, Present and Future*, bronze and stone sculpture by Gale Pruitt, 2007 located in Grape Day Park.

# Community Organizational Letters of Support



Escondido Art Association  
121 W. Grand Ave.  
Escondido, CA 92025

City of Escondido  
Public Art Commission  
201 N Broadway  
Escondido, CA 92025

Dear Members of the City Council,

On behalf of the Escondido Art Association (EAA), I am writing to express our enthusiastic support for the City of Escondido's Public Art Strategic Plan. The EAA, founded in 1959, is dedicated to fostering the visual arts in Escondido and beyond. Our mission is to promote the appreciation and creation of art through exhibitions, education, and community outreach.

The EAA has a long history of contributing to the cultural fabric of Escondido. We host monthly themed art shows, provide educational programs and workshops for artists of all ages, have scholarship and internship opportunities, and manage a gallery that showcases local talent. Our organization is committed to enhancing the artistic landscape of our city and supporting initiatives that align with our values of community engagement and cultural enrichment.

We strongly support the Public Art Strategic Plan for several reasons. First, the plan's vision to make Escondido a cultural hub in San Diego County aligns with our goal of fostering a vibrant artistic community. By integrating art into public spaces, the plan will create a unique identity for our city, celebrating our diverse cultures and histories. Second, we believe that public art can be a significant driver of economic growth. The plan's emphasis on using public art to catalyze economic development will not only beautify our city but also attract visitors and stimulate local businesses. Third, the focus on promoting education and community engagement through public art is commendable. By providing accessible art education programs and encouraging community participation, the plan will nurture future generations of artists and art appreciators. Finally, the strategic plan's commitment to creative placemaking and placekeeping resonates with our efforts to celebrate and preserve Escondido's unique cultural heritage. Public art projects that reflect our community's values and stories will foster a sense of pride and belonging among residents.

The Escondido Art Association fully supports the City of Escondido's Public Art Strategic Plan. We are excited about the opportunities it presents for enhancing the cultural and economic vitality of our city. We look forward to collaborating with the Public Art Commission and other stakeholders to bring this vision to life. Thank you for your dedication to promoting the arts in Escondido.

Sincerely,  
Steve Hart  
President, Escondido Art Association



San Diego Children's  
Discovery Museum

August 9, 2024

**City of Escondido**  
Public Art Commission  
201 N Broadway  
Escondido, CA 92025

Dear Members of the City Council,

On behalf of San Diego Children's Discovery Museum, I am writing to express our enthusiastic support for the City of Escondido's new Public Art Strategic Plan. We believe that this plan aligns beautifully with our shared vision of fostering a vibrant community through the power of art.

Our mission closely aligns with the strategic plan's vision to make Escondido a city where art, inspired by community, welcomes visitors and residents, creating a fun and lively environment. We are particularly inspired by the commitment to celebrate all things Escondido, honoring our past while inspiring the future.

Art plays a multifaceted role in our community by bringing people together and fostering a sense of unity and belonging. It celebrates local culture, history, and diversity, enriching our community and enhancing civic pride. Through its educational potential, public art inspires curiosity and learning. By honoring our history and heritage, art helps us remember and cherish the past. Art also sparks creativity and innovation, encouraging a dynamic and forward-thinking community.

We are committed to supporting the implementation of this strategic plan and look forward to collaborating with both the City Council and the Public Art Commission to realize its vision. Public art plays a critical role in enhancing the cultural landscape of Escondido, and we are excited about the opportunities this plan will bring to our community.

Thank you for your leadership and dedication to promoting the arts in Escondido. We are confident that this strategic plan will significantly enrich the cultural fabric of our City, making it an even more vibrant and welcoming place for all.

Sincerely,

**Kathleen Sandoval**  
Director of Marketing & Events  
San Diego Children's Discovery Museum

320 North Broadway Escondido, CA 92025

[www.sdcdm.com](http://www.sdcdm.com)



www.SDNCAN.org

Tuesday Oct 6, 2024

North County Arts Network  
7040 Avenida Encinas, Suite 104-446  
Carlsbad CA 92011

City of Escondido  
Public Art Commission  
201 N Broadway  
Escondido, CA 92025

Dear Members of the City Council,

On behalf of the North County Arts Network, we am writing to express our enthusiastic support for the City of Escondido's new Public Art Strategic Plan. We believe that this plan aligns beautifully with our shared vision of fostering a vibrant community through the power of art.

Our vision that the arts are recognized as vital in the lives of people and the economic development of North County is closely aligned with the strategic plan's vision to make Escondido a city where art, inspired by community, welcomes visitors and residents, creating a fun and lively environment.

The North County Arts Network was established to serve, advance, and lead the diverse network of organizations and individuals who work in the arts in North County San Diego. We look to invigorate the arts community, enhance quality of life and encourage prosperity in our region to maximize support for the arts. We would support the implementation of this strategic plan and look forward to collaborating with both the City Council and the Public Art Commission to realize its vision.

Public art plays a critical role in enhancing the cultural landscape of Escondido, and we are excited about the opportunities this plan will bring to your community. Getting community input from the very beginning of the project will help you avoid problems that some other public art projects have encountered.

Thank you for your leadership and dedication to promoting the arts in Escondido. We are confident that this strategic plan will significantly enrich the cultural fabric of our City, making it an even more vibrant and welcoming place for all.

Sincerely,  
Patricia Frischer interim Board Chairman, NCAN  
On behalf of the board of NCAN  
Alex Goodman: Oceanside Theater  
Andrew Utt: Institute of Art San Diego



www.SDNCAN.org

Brenda Andrews Fallbrook Art Center  
Brigid Parsons: City of Oceanside Art Commission  
Carol Rogers: Escondido Art Commission  
Jim Gilliam: Chairman, SD County Arts and Culture Commission  
Naimeh Tanha Woodward: Encinitas Friends of the Arts  
Naomi Nussbaum: Synergy Arts Foundation  
Patricia Frischer: San Diego Visual Arts Network  
Sarah Spinks: Back Fence  
Sharlene O'Keefe: Poway Onstage  
Vicki Walsh: Sip Art Space



August 15, 2024

Escondido Arts Partnership  
262 East Grand Ave  
Escondido, CA 92025

City of Escondido  
Public Art Commission  
201 N Broadway  
Escondido, CA 92025

Dear Members of the City Council,

On behalf of the Escondido Arts Partnership, I am writing to express our enthusiastic support for the City of Escondido's new Public Art Strategic Plan. We believe that this plan aligns beautifully with our shared vision of fostering a vibrant community through the power of art.

Our mission closely aligns with the strategic plan's vision to make Escondido a city where art, inspired by community, welcomes visitors and residents, creating a fun and lively environment. We are particularly inspired by the commitment to celebrate all things Escondido, honoring our past while inspiring the future.

Art plays a multifaceted role in our community by bringing people together and fostering a sense of unity and belonging. It celebrates local culture, history, and diversity, enriching our community and enhancing civic pride. Through its educational potential, public art inspires curiosity and learning. By honoring our history and heritage, art helps us remember and cherish the past. Art also sparks creativity and innovation, encouraging a dynamic and forward-thinking community.

We are committed to supporting the implementation of this strategic plan and look forward to collaborating with both the City Council and the Public Art Commission to realize its vision. Public art plays a critical role in enhancing the cultural landscape of Escondido, and we are excited about the opportunities this plan will bring to our community.

Thank you for your leadership and dedication to promoting the arts in Escondido. We are confident that this strategic plan will significantly enrich the cultural fabric of our City, making it an even more vibrant and welcoming place for all.

Sincerely,

Katie Werner  
Gallery Operations Manager  
Escondido Arts Partnership



September 12, 2024

Escondido Downtown Business Association  
243 S. Escondido Blvd #701  
Escondido, CA 92025

City of Escondido  
Public Art Commission  
201 N Broadway  
Escondido, CA 92025

Dear Members of the City Council,


On behalf of Escondido Downtown Business Association, I am writing to express our enthusiastic support for the City of Escondido's new Public Art Strategic Plan.

Our mission closely aligns with the strategic plan's vision to make Escondido a city where art, inspired by community, welcomes visitors and residents, creating a fun and lively environment. We are particularly inspired by the commitment to celebrate all things Escondido, honoring our past while inspiring the future.

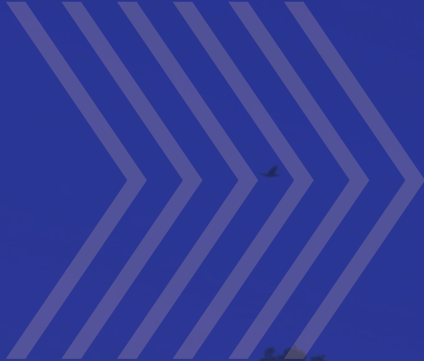
We are committed to supporting the implementation of this strategic plan and look forward to collaborating with both the City Council and the Public Art Commission to realize its vision. Public art plays a critical role in enhancing the cultural landscape of Escondido, and we are excited about the opportunities this plan will bring to our community.

Thank you for your leadership and dedication to promoting the arts in Escondido. We are confident that this strategic plan will significantly enrich the cultural fabric of our City, making it an even more vibrant and welcoming place for all.

Sincerely,

  
Alex MacLachlan  
President  
Escondido Downtown Business Association







# STAFF REPORT

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December 04, 2024  
File Number 0740-30

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## SUBJECT

**UNCLASSIFIED AND MANAGEMENT SALARY AND BENEFITS PLAN, PART-TIME SALARY PLANS, AND FULL-TIME COMPENSATION SCHEDULE**

## DEPARTMENT

Human Resources

## RECOMMENDATION

Request the City Council adopt:

1. Resolution No. 2024-147 amending and readopting the Salary and Benefits Plan for the Unclassified, Clerical, Technical, and Management Groups; and
2. Resolution No. 2024-148 amending and readopting the Part-time Salary Plan and Part-Time Classification and Benefits Plan; and
3. Resolution No. 2024-149 amending and readopting the full-time compensation schedule for all full-time employee groups.

Staff Recommendation: Approval (Human Resources Department: Jessica Perpetua, Director of Human Resources)

Presenter: Jessica Perpetua, Director of Human Resources

**ESSENTIAL SERVICE** – Yes, Internal Requirement

**COUNCIL PRIORITY** –

## FISCAL ANALYSIS

All financial impacts related to Resolution Nos. 2024-147, 2024-148, and 2024-149 were addressed in the Fiscal Year 2024-2025 budget which was adopted on June 19, 2024.



# CITY of ESCONDIDO

## STAFF REPORT

### PREVIOUS ACTION

The City annually updates the Salary Schedule and Benefits Plan for the Unclassified and Management Salary groups, and annually updates the Part-Time Salary Plan. The Schedule and the Salary Plan are legally required elements of the City's Personnel Rules and Regulations established pursuant to state law and the Escondido Municipal Code.

### BACKGROUND

The California Government Code, the California Code of Regulations and the Escondido Municipal Code all require the City to formally maintain a list of all unclassified position titles. For example, the California Code of Regulations requires that, for purposes of determining a retiring member's pension allowance, the pay rate be limited to the amount listed "on a pay schedule that is approved by the governing body." The law also requires that this type of item be adopted as a matter of "current business" by the governing body.

The updated Salary and Benefits Plan for the Unclassified and Management groups are provided in Exhibit "A", which is attached to Resolution No. 2024-147.

Minimum wage will increase to \$16.50 per hour on January 1, 2025. The Part-Time Salary Plan has been adjusted to meet this requirement, and updates have been made to the Part-Time Classification and Benefits Plan Guidelines. The updated salary plan and Part-Time Classification and Benefits Plan Guidelines are provided in Exhibit "A", Exhibit "B", and Exhibit "C", which are attached to Resolution No. 2024-148.

Subdivision (a) of the California Code of Regulations section 570.5 defines the requirements for a publicly available pay schedule used to determine pay rates. Pay rates shall be limited to the amount listed on a pay schedule, which must be duly approved and adopted by the employer's governing body; identify the position title for every employee position; show the pay rate as a single amount of multiple amounts; indicate the time base; be posted at the office of the employer, be immediately accessible and available for public review, or posted on the employer's website; indicate the effective date and date of any revisions; be retained by the employer and available for public inspection for not less than five years; may not reference another document in lieu of disclosing the pay rate. The full-time compensation schedule is outlined in Exhibit "A", which is attached to Resolution No. 2024-149.

### RESOLUTIONS

- a) Resolution No. 2024-147



# CITY *of* ESCONDIDO

## STAFF REPORT

- b) Resolution No. 2024-147 – Exhibit “A”— Management and Unclassified Salary and Benefits Plan
- c) Resolution No. 2024-148
- d) Resolution No. 2024-148 – Exhibit “A” —Part-Time Hourly Compensation Plan
- e) Resolution No. 2024-148 – Exhibit “B” —Part-Time Hourly Pay Schedule
- f) Resolution No. 2024-148 – Exhibit “C” — Classification and Benefits Plan
- g) Resolution No. 2024-149
- h) Resolution No. 2024-149 – Exhibit “A” —Classification and Compensation Plan

## RESOLUTION NO. 2024-147

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA AMENDING AND READOPTING THE SALARY SCHEDULE FOR THE UNCLASSIFIED, CLERICAL, TECHNICAL AND MANAGEMENT GROUPS

WHEREAS, the salary and benefits plan for the unclassified, clerical, technical, and management groups of City employees is established by the City Council from time to time; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to amend and readopt the salary and benefits plan established by Resolution No. 2023-146.

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 salary and benefits plan is set forth in Exhibit "A," attached and incorporated by this reference, for the management and unclassified, clerical, technical, and management groups are hereby established.
3. That this Resolution supersedes Resolution No. 2023-146.



**MANAGEMENT AND UNCLASSIFIED  
SALARY AND BENEFITS PLAN  
2024 – 2025**

**Prepared by:  
The Human Resources Department**

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Item 21.



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## MANAGEMENT AND UCT SALARY AND BENEFITS PLAN

### I. INTRODUCTION

This document constitutes the Compensation and Benefits Plan for Management and Unclassified Clerical and Technical (UCT) employees. This Plan shall in no manner be interpreted as a guaranteed or implied contract, and is continually subject to change as a result of City Council and/or City Manager action. For additional information regarding terms and conditions of employment, please refer to specific sections of the City of Escondido Personnel Rules and Regulations that apply to unclassified employees, the City Manager Administrative Directives or contact the Human Resources Department.

#### **Definitions:**

Appointing Authority – The person(s) having authority to appoint or remove persons from positions in City service or subordinates to whom this authority is delegated. The appointing authority is usually the City Manager.

Immediate Family – The immediate family shall consist of a member of the employee's immediate family or individuals whose relationship to the employee is that of a dependent or near dependent, member of the immediate household, or a person who is significant to the employee.

Management Employees – Management employees are classifications that are listed on the City's Compensation Plan as MGT (Management), EM (Executive Management), FM (Fire Management), and PM (Police Management). These employees are unclassified and serve at the will of their appointing authority. Management employees can be terminated at any time, with or without advance notice, and with or without cause or right of appeal. Management employees are FLSA exempt.

The EM positions of City Manager and City Attorney report directly to the City Council. The salary and benefits provisions for those positions are established by contract or ordinance; therefore, they are not included in this Salary and Benefits Plan.

Unclassified Clerical and Technical Employees – Classifications that are listed on the City's Compensation Plan as UCT. These employees are unclassified and serve at the will of their appointing authority. UCT employees can be terminated at any time, with or without advance notice, and with or without cause or right of appeal. UCT employees are not FLSA exempt.

## II. SALARY

### **Salary Adjustments:**

Management employees are paid on a salary basis versus UCT employees who are paid on an hourly basis.

### **Merit Increases:**

Management – Merit increases are based on job performance and are at the discretion of the employee's appointing authority. All management employees are reviewed and evaluated based on specific job competencies and goals using the City's Performance Evaluation Form.

Competencies are the knowledge, skills, abilities, and behaviors that are essential to the success of each management employee. Goals describe how the employee's contribution aligns with their department goals, objectives and ultimately, with those of the City Council. Goals are established at the beginning of the performance review period, and the employee is evaluated at the end of the period as to how well their assigned tasks were accomplished.

Merit increases result in an adjustment to the employee's base rate of pay.

UCT – Employees are on a seven-step salary plan. Step increases are granted annually based on the date that an employee entered their current classification.

### **Salary Bands and Ranges:**

All salary bands and ranges for Management and UCT classifications are listed on the City's Compensation Plan.

### III. EMPLOYEE LEAVES

#### **Donated Leave:**

##### Management and UCT

Employees may donate vacation hours to other employees in need of sick leave based upon the City Manager's approval.

#### **Injury or Illness Leave Without Pay Under FMLA/CFRA:**

##### Management and UCT

In the event of a leave of absence due to injury or illness, all employees who meet the qualifying criteria are eligible for up to twelve weeks of Family Medical leave and California Family Rights leave per calendar year. Employees who are ill for more than seven calendar days must file for disability benefits. The Benefits Division can assist employees with coordinating available leave balances.

#### **Short-Term (STD) & Long-Term (LTD) Disability:**

MGT and UCT (Fire and Police Management excluded).

STD – Employee pays 0.715% of salary (7 calendar – day elimination period).

LTD – Employee pays 0.500% of salary (90 calendar – day elimination period).

The STD benefit provides 66.67% of basic weekly earnings and the LTD benefit provides 60% of basic weekly earnings. Upon eligibility, benefits are provided for employees who miss more than seven consecutive calendar days due to illness or injury. Employees are required to file for short-term/long-term disability upon eligibility. Benefits are affected if an employee is off work for more than six months: Vacation, sick leave and holiday compensation will cease to accrue after a six-month period. Medical, Dental, Life and Dependent Life insurances will be paid by the City for a period not to exceed nine months after the twelve-week FMLA/CFRA period has elapsed (total payment of twelve months).

Additional benefits may apply and can be explained by the Benefits Division. Fire Management is provided an LTD benefit through their Association. Police Management is provided an STD and LTD benefit option through their Association.

### **Jury Duty and Witness Leave:**

#### Management and UCT

Any employee who is called or required to serve as a trial juror shall be entitled to absent themselves from their duties with the City during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee shall be paid their full salary and any payment received by them from the court for such duty. Employees shall provide their supervisor with a copy of the call to jury duty and other documentary evidence of service as required by the City.

### **Leave of Absence Without Pay:**

#### Management and UCT

The City Manager may grant employees a leave of absence without pay, seniority, or benefit accruals not to exceed six months. For special educational purposes, however, the City Manager may grant leaves of absence not to exceed one year, without pay, provided such study is related to City employment. When such special educational leave of absence is granted, the employee must agree in writing that they will return to regular, full-time employment with the City for a minimum of one year. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice of return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty shall be cause for discharge.

When an employee is in a leave of absence without pay status due to having exhausted all accrued sick leave and vacation credit, their revised hire date or date of promotion

for purposes of merit increases, sick leave, and vacation credit, will be the number of working days absent added to their former hire or promotion date, whenever such leave exceeds 30 consecutive working days. An employee is responsible for the full cost of benefits while on an unpaid leave other than for a disability.

Employees in good standing may, with supervisory permission and five days' prior notice, take time off without pay and without having to exhaust any leave balances. No employee shall exceed ten work days off (two shifts without pay for Fire Battalion Chiefs on a shift schedule) within a calendar month.

In the event of a leave of absence due to injury or illness, an employee must file for disability benefits. The Benefits Division can assist employees with coordinating available leave balances.

### **Holiday Leave:**

#### Management and UCT (Shift Fire Battalion Chief excluded)

The following 11 holidays are observed (10 Fixed and 1 Floating):

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Floating Holiday	

When a holiday falls on a Sunday, it is observed on the Monday immediately following. When a holiday falls on a Saturday, it will be observed on the preceding Friday.

Fire Battalion Chief on Shift Only - Holiday Leave is equivalent to Fire Safety Personnel – 11.5 hours/month and is paid as 5.31 hours per pay period.



**Holiday Compensation:**UCT

An employee whose regularly scheduled workday or work shift falls on a holiday and who actually works such a holiday shall receive their regular rate of pay and time and one-half pay for time worked. Employees may request a cash payout of all or any portion each October.

Management and UCT

If the holiday occurs on an employee's normal day off, they have the following two options:

1. Float the holiday hours into their holiday bank to be used as a day off at a later date or cashed out in October.
2. Flex the holiday within the same pay period by taking an additional day off with pay. If an employee flexes an 8-hour holiday to a 9-hour workday, the employee will need to use 1 hour of other leave time.

**Management Leave:**Management Only (Police Lieutenants and Fire Battalion Chiefs excluded)

Management employees are exempt from overtime requirements under the Fair Labor Standards Act.

In lieu of overtime compensation, management employees (except Police Lieutenants and Fire Battalion Chiefs – see Overtime) receive management leave as follows:

**Assistant City Manager, Deputy City Manager, Dept. Directors, Executive Mgt.** – 72 hours / year  
**Deputy and Division Fire Chief** – 63 hours / year  
**Division Heads, Senior Mgt., Police Captain and All other Management Staff** – 36 hours / year  
**Other exceptions, per City Manager**

Management Leave is credited on July 1 of each fiscal year. Unused Management Leave will be forfeited at the end of the fiscal year.

**Parental Leave:**

Employees are eligible for leave without pay as provided under State or Federal laws. All employees who meet the qualifying criteria are eligible for up to twelve weeks of family medical leave per calendar year and/or twelve weeks of bonding leave. Employees may use accumulated paid leave (floating holiday, vacation, and comp time) and up to 108 hours of sick leave while on leave to care for/bond with a family member.

**Military Leave:**Management and UCT

Upon verification of military orders, military leave will be granted in accordance with federal and state law.

Health benefits will be continued for the employee and family. An employee would continue to pay their respective portion of the benefit programs (including any premiums for family coverage), unless benefits are waived.

**Reserve Leave:**

All personnel hired in an unclassified position prior to July 1, 1991, shall be eligible to accumulate up to 720 hours of reserve leave.

Employees hired or promoted in an unclassified personnel capacity on or after July 1, 1991 will be allowed to accumulate Reserve Leave as follows:

- Exec. Mgt. and designated Sr. Mgt. = 360 hours
- Other Sr. Mgt. and Mid-Mgt. = 240 hours
- All other MGT, UCT, Canal Maintenance Manager/Supervisor = 160 hours

Sick leave hours converted to vacation hours may be transferred to the Reserve Leave Fund account based upon usage during the prior fiscal year, ending June 30.

Vacation hours not to exceed one-half of the annual vacation accrual may be transferred to the Reserve Leave

Fund account based upon usage during the prior fiscal year, ending June 30.

Transfers to the Reserve Leave Fund will be elected by the employee in conjunction with notification from Payroll on or about November 1<sup>st</sup>.

Reserve Leave can only be used after an employee's vacation balance has been exhausted.

**Sick Leave/Family Assistance/Bereavement Leave:**

Management and UCT

Sick leave shall be earned at the rate 4.15 hours per pay period, or 108 hours per year. (Fire Battalion Chiefs on a day shift are included; Fire Battalion Chiefs on a shift schedule are excluded.)

Fire Battalion Chiefs on Shift accrue 5.54 hours per pay period, or 144 hours per year (same as Fire Safety-56 hrs.).

Sick leave shall be earned from the date of hire and unused sick leave shall be accumulated indefinitely. Sick leave shall not be considered as an entitlement which employees may use at their discretion, but shall be allowed only in case of necessity, including instances where employees are victims of domestic violence, sexual assault, or stalking (per AB 1522).

All of an employee's annual accrual of sick leave may be taken when an employee's presence is required elsewhere due to sickness/bereavement for immediate family members. Immediate family consists of a member of the employee's immediate family or individuals whose relationship to the employee is that of a dependent or near dependent, member of the immediate household, or a person who is significant to the employee. Exceptions to exceed the authorized accrual are subject to consideration by the City Manager on a case-by-case basis. In no event shall an employee be granted sick leave time to oversee children who are not ill (baby-sitting).

**Sick Leave Conversion:**Management and UCT

Wellness Leave up to 108 hours per year – an employee may convert sick leave hours to vacation hours based on the following:

108 hours (144 hours for Fire Battalion Chiefs on shift) minus sick leave hours used within the year may be eligible for vacation conversion at a ratio of 2 sick leave hours for 1 hour of vacation. Sick leave conversion occurs once annually, during the sixty days following the end of the fiscal year.

**Vacation Leave:**Management and UCT (Shift Fire Battalion Chief excluded)

Each employee shall accrue vacation leave from the date of hire according to the following schedule:

1 – 5 years of service = 96 hours

6 – 10 years of service = 136 hours

11 – 15 years of service = 176 hours

16+ years of service = 216 hours

Plus 24 additional hours of vacation credited each July 1 and an additional 4 hours credited each October.

New employees may use vacation hours that have been accrued and reflected on their pay statement with approval from their supervisor.

Maximum allowable vacation accrual:

Management = 3 years; UCT = 2 years.

Each July and December, management employees may cash-out up to 40 hours of vacation leave, and UCT employees may cash-out up to 24 hours of vacation leave. Employees must maintain a minimum balance of 80 hours of vacation leave after the requested payoff to ensure a sufficient balance to cover future planned time off requests.

Fire Battalion Chief on Shift Only – Vacation leave accruals are equivalent to Fire Safety personnel:

1 – 5 years of service = 5 shifts (120 hours)

6 – 10 years of service = 7 shifts (168 hours)

11 – 15 years of service = 9 shifts (216 hours)

16 - 20 years of service = 11 shifts (264 hours)

21+ years of service = 13 shifts (312 hours)

New employees may use vacation hours that have been accrued and reflected on their pay statement with approval from their supervisor.

Maximum allowable vacation accrual for Fire Battalion Chief on shift = 732 hours.

Each July and December, Fire Battalion Chiefs (shift and days) may cash-out up to 40 hours of vacation leave.

#### **IV. BENEFITS & OTHER SPECIAL COMPENSATION**

The information described below may not include all details regarding the benefits that are provided to City employees. If there is a discrepancy between this plan booklet and the benefit's formal plan or policy documents, the language within the formal plan or policy will govern.

##### **Automobile Allowance:**

###### Management Only

Assistant City Manager, Deputy City Manager,

Assistant City Attorney - \$450/month

Department Directors - \$425/month

##### **Bilingual Pay (Spanish):**

###### Management and UCT

\$50 per pay period for verbal bilingual skills. \$25 per pay period for written bilingual skills. Written approval for bilingual pay from the employee's Department Director must be provided to Human Resources.

**Cafeteria Plan / Flex Plan Credits:**Management and UCT

\$100 per month plus 4.0% of monthly salary for benefits.

Executive Management positions receive an additional \$25 per month (in lieu of physical exam) for a total of \$125 per month plus 4.0% of monthly salary.

**Callback Overtime:**UCT Only

Information Systems - Minimum of 2 hours or actual time worked, whichever is greater, at the rate of time and one-half of the employee's base rate of pay for each incident of callback. Mileage reimbursement may apply.

Canal Assistants – Minimum of 3 hours or actual time worked, whichever is greater, at the rate of time and one-half of the employee's base rate of pay for each incident of callback.

**Certification Pay:**

Fire Battalion Chief (Fire Mgt.) – Chief Officer Cert 3% of salary.

Deputy Fire Marshal (UCT) – Fire Prevention Cert \$75 per month.

**Compensatory Time:**Police Lieutenants and Fire Battalion Chief Only

At the employee's option, overtime may be accrued as compensatory time at the rate of time and one – half (see Overtime provision). The employee may request cash payout of up to a maximum of 80 hours, twice a year consistent with shift change.

UCT Only

At the employee's option, overtime may be accrued as compensatory time at the rate of time and one – half (see Overtime provision). Compensatory time off is subject to the needs of the service and may not be taken without prior

approval by the employee's supervisor. UCT employees may accrue a maximum of 80 hours of compensatory time. Each October, the employee may request a cash payout of all or any portion of their compensatory time balance.

### **Deferred Compensation Plans:**

#### Management and UCT

Management and UCT employees may contribute to 457, 401(k) and/or Payroll Roth IRA deferred compensation plans.

### **Dental Insurance:**

#### Management and UCT

The City provides dental insurance coverage. Employees may purchase dental insurance coverage through payroll deduction.

Any PPO or DMO employee only dental insurance premium increase will be shared equally by the City and the employee. The employee's share of dental insurance premium increases will be added to the employee's insurance contribution. The City's contribution is based on the cost share of the employee only premium rate for PPO or DMO dental insurance. Employees choosing more expensive dental coverage levels are required to pay the cost difference between the employee only level and the coverage level selected.

City contribution for PPO and DMO dental insurance can be found on the [Employee Benefit Summary Sheets](#).

### **Flexible Spending Accounts & Pre-Tax Premiums:**

#### Management and UCT

Employees have the option to contribute to tax-free flexible spending accounts (FSA) for health care and dependent day care as provided by Section 125, plus pre-tax premium benefit.

Annual Minimum of \$240 - both Health & Dependent FSA's

Annual Maximum of \$3,050 - Health FSA

Annual Maximum of \$5,000 - Dependent FSA



**Health Insurance:**Management and UCT

The City provides the lowest cost medical plan as recommended by the Health Insurance Committee (HIC). Any medical insurance premium increases will be shared equally by the City and the employee for the lowest cost HMO medical plan. Employees choosing more expensive medical plans are required to pay the increased cost between that plan and the lowest cost plan. The employee's share of any medical insurance premium increases will be added to the employee's insurance contribution. The City's contribution in medical coverage can be found on the [Employee Benefit Summary Sheets](#).

The City will deduct health insurance premiums 24 times a year. Consistent with State law, the City provides registered Domestic Partner benefits and Same Sex marriage benefits.

Waiving Health Insurance

Employees who waive a level of City medical coverage with proof of coverage elsewhere, will receive a \$75 monthly waiver benefit. In the event two City employees are married and both employees waive a level of coverage, only one spouse will receive the \$75 monthly waiver.

**Life Insurance and AD&D:**Management and UCT

Greater of: \$50,000 Life Insurance and \$50,000 AD&D, or Life Insurance of \$25,000 plus one-half annual salary. Same amount for AD&D. Additional \$1,000 dependent life coverage. Supplemental Life Insurance is available at the employee's cost.

**Medicare:**Management and UCT

Employees hired prior to 4/1/86 that have elected Medicare, and all employees hired after said date:

City pays – 1.45% of salary

Employee pays – 1.45% of salary

**Mileage Reimbursement:**Management and UCT

When employees travel in their personal vehicle for City business purposes, the City will reimburse mileage at the reimbursement rate allowed by the Internal Revenue Service; however, the total mileage reimbursement cannot exceed the price of a coach airfare ticket to and/or from the same destination.

City officers who receive an automobile allowance are only eligible for mileage reimbursement for travel beyond San Diego, Riverside, San Bernardino, Imperial, Los Angeles, and Orange Counties when their personal vehicle is used in lieu of public transportation. Travel between those designated counties is considered compensated by the auto allowance. Mileage will be reimbursed only up to the lowest cost transportation available.

**Out of Class Compensation:**Management and UCT

An Out-of-Class assignment is a temporary assignment of a regular employee to an authorized position at a higher level of pay which requires the employee to perform all of the duties of the higher classification. Employees directed to continuously perform duties in a vacant higher-level position shall be entitled to a salary rate increase at 5% above their regular rate, or the minimum salary of the Out-of-Class position, whichever is greater, commencing after five consecutive work days in the Out-of-Class assignment. For Fire Safety: after any full shift or at least 12 hours of the shift must be worked Out-of-Class; for Police Sworn: in excess of 127.5 hours worked. Compensation will be retroactive to the first day of the Out-of-Class assignment.

Once the initial out-of-class assignment terminates, the five consecutive workday waiting period will be waived for any additional out-of-class assignments that occur within six months provided that the employee is working in the same out-of-class classification regardless or area assignment.

The Department Head shall complete the Out-of-Class Assignment Form and submit to the Human Resources

Department that the employee meets the minimum requirements of the higher-level position and is held responsible for performing all of the duties normally associated with the higher-level position without limitation as to difficulty or complexity of assignment. The employee shall also be required to meet standards for satisfactory performance normally required at the higher-level position. Benefits of the higher classification are not available; the employee will continue to receive the benefits of the employee's regular position. All Out-of-Class assignments are limited to a maximum of 960 hours.

### **Overtime Compensation:**

Management employees are exempt from overtime requirements under the Fair Labor Standards Act (FLSA). UCT employees are FLSA non-exempt. However, specific management classes are eligible to receive additional compensation as stated below:

#### Fire Battalion Chiefs Only

Time and one-half for hours worked in excess of 56 hours (shift) or 40 hours (day shift) per work period.

Time and one-half while on strike team assignments, either strike team leader or strike team leader trainee, or positions within the Incident Command System (ICS) required to manage an emergency incident (an approved incident overhead position).

Battalion Chiefs backfilling a vacated position assigned to the above incidents will also be paid at time and one-half.

#### Fire Chief Officers Only

The Chief Officer who responds to a call for automatic or mutual aid incidents (reimbursable incidents only) will receive the hourly reimbursement provided by California Fire Assistance Agreement to the City for the Chief Officer. The City will deduct the portion of reimbursement covering administrative services, workers' compensation, SUI, and vehicle cost. Hours will be calculated on a portal to portal basis as outlined in The California Fire Assistance Agreement.

**Fire Deputy and Division Chiefs Only**

With Fire Chief approval, the Deputy or Division Chief may work down as the shift Battalion Chief when faced with staffing challenges in the rank of Battalion Chief. Deputy or Division Chief will be paid at the maximum Battalion Chief hourly rate when working down as shift Battalion Chief.

**Police Lieutenants Only**

Time and one-half for hours worked in excess of 40 hours in a 7-day work period. Police Lieutenants do not receive management leave.

**UCT Only**

FLSA non-exempt UCT employees are eligible for overtime compensation at time and one-half of their regular rate of pay for all hours worked in excess of 40 hours in a work week. Employees may opt for compensatory time in lieu of overtime payment (see Compensatory Time provision). Payment for overtime compensation shall be made on the first pay date following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular pay date after such computation can be made.

**Police Officer Standard Training Incentive Pay (P.O.S.T.):****Police Management Only - Monthly**

Advanced POST:	4.25% of base pay
Supervisory POST:	1.00% of base pay
Management POST:	0.50% of base pay

Supervisory POST and Management POST is additional to the Advanced POST certification level held by the incumbent.

**Retirement Benefit:**

**Management and UCT (Fire and Police Management excluded)** All employees shall participate in the California Public Employee's Retirement System (CalPERS). The City provides the following:

**Misc. Tier I**

1. Existing employees
2. Rehired City of Escondido employees who were in Tier I and did not receive a refund
  - 3% @ 60 CalPERS retirement benefit
  - 100% employee paid contribution (currently 8%) on a pre-tax basis.
  - One-year final compensation benefit
  - The compensation limit for classic members for the 2024 calendar year is \$345,000. Employees with membership dates prior to July 1, 1996, are not impacted by these limits.

**Misc. Tier II**

1. Rehired City of Escondido employees who were in Tier II and did not receive a refund.
2. New employees with no public service hired on or after pay period beginning 12/23/2012 and before 12/31/2012.
3. New employees with reciprocal public service and six months or less of a "break in service" hired after pay period beginning 12/23/2012.
  - 2% @ 60 CalPERS retirement benefit
  - 100% employee paid contribution (currently 7%) on a pre-tax basis.
  - Three year final compensation benefit
  - Per PEPR, beginning 1/1/18, employer may unilaterally require employee contribution rate up to 8% maximum.
  - The compensation limit for classic members for the 2024 calendar year is \$345,000. Employees with membership dates prior to July 1, 1996, are not impacted by these limits.

**Misc. Tier III**

1. New employees with no public service (becomes a member of a public retirement system for the first time) and hired on or after 1/1/2013.

2. New employees with reciprocal public service and more than a six month "break in service" hired on or after 1/1/2013.
  - 2% @ 62 CalPERS retirement benefit
  - Employees pay 50/50 split of normal cost, currently 7.75%, on a pre-tax basis.
  - Three-year final compensation benefit
  - Pensionable compensation – calculated based on their base pay, defined as normal monthly rate of pay paid in cash to similarly situated members in the same class of employment. Some forms of compensation will still be included; such as shift pay. Some forms will be excluded, such as uniform allowance and bonuses.
  - The compensation limit for new members for the 2023 calendar year is \$181,734.

### **Safety – Tier I (Fire and Police Management)**

All employees shall participate in the California Public Employee's Retirement System (CalPERS), as follows:

1. Existing employees
2. Rehired City of Escondido employees who were in Tier I and did not receive a refund.
  - 3% @ 50 CalPERS retirement benefit
  - One-year final compensation benefit
  - **Police** – 100% employee paid contribution (currently 9%, on a pre-tax basis)
  - **Fire** – 100% employee paid contribution (currently 9%), on a pre-tax basis

### **Safety – Tier II (Fire and Police Management)**

1. Rehired City of Escondido employees who were in Tier II and did not receive a refund.
2. New employees with no public service hired on or after pay period beginning 12/23/2012 and before 12/31/2012.
3. New employees with reciprocal public service and six months or less of a "break in service" after pay period beginning 12/23/2012.
  - 2% @ 50 CalPERS retirement benefit

- Three-year final compensation benefit
- **Police** – 100% employee contribution (currently 9%), on a pre-tax basis
- **Fire** – 100% employee contribution, (currently 9%), on a pre-tax basis.
- The compensation limit for classic members for the 2024 calendar year is \$345,000. Employees with membership dates prior to July 1, 1996, are not impacted by these limits.

### **Safety – Tier III (Fire and Police Management)**

1. New employees with no public service (become a member of a public retirement system for the first time) and hired on or after 01/01/2013.
2. New employees with reciprocal public service and more than a six month “break in service” hired on or after 01/01/2013.
  - 2.7% @ 57 CalPERS retirement benefit.
  - Three year final compensation benefit
  - **Police** – Employees pay 50/50 split of normal cost, currently 14.50%, on a pre-tax basis.
  - **Fire** – Employees pay 50/50 split of normal cost, currently 14.50%, on a pre-tax basis.
  - Pensionable compensation – calculated based on their base pay, defined as normal monthly rate of pay paid in cash to similarly situated members in the same class of employment. Some forms of compensation will still be included; such as shift pay. Some forms will be excluded, such as uniform allowance and bonuses.
  - The compensation limit for new members for the 2024 calendar year is \$181,734.

### **Unused Sick Leave Credit (GC 20965)**

Employees may convert any unused sick leave hours to service credit upon retirement. To be eligible, the employee must retire within 120 days from the last day of employment.



Eight hours of sick leave = 1 day of service credit or 0.004 years of service credit

Sick Leave has no cash value.

**Safety Shoe Allowance:**

The following classifications receive an annual allowance of \$225.00 for safety shoes:

**MGT**

Canal Maintenance Manager

**UCT**

Canal Maintenance Supervisor

Canal Maintenance Technician I/II

Sr. Safety Analyst

Safety & Training Specialist

**Specialty Pay:**

**Canal Maintenance Supervisor and Canal Maintenance Technicians – Confined Space Entry Team**

Upon successful completion of training, will receive a differential of \$0.83 per hour for all hours worked. While assigned to the team, and to continue receiving specialty pay, team members must maintain satisfactory job performance in their normal work assignment as well as continue to meet all requirements of the Confined Space Entry Team.

**Canal Maintenance Technicians – Concrete Crew**

\$0.98 per hour for all hours assigned to the concrete crew. This specialty pay will not be granted during leave time, such as sick leave, compensatory time off, or vacation.

**Standby Pay:**

**Deputy Fire Marshal**

\$200 per week plus an additional \$25 for holidays during the standby tour.

Network Systems Technician, Network Administrator,  
Network Engineer, Telecommunications Specialist

Employees receive \$210 per seven-day standby duty (\$30 per day, with an additional \$50 of compensation for each designated holiday served during the standby period). If called into work during standby – minimum of 4 hours of overtime pay at the rate of time and one-half. Support calls during standby - 2 hours of overtime pay at the rate of time and one-half. Mileage reimbursement applies.

UCT Canal Employees

Employees on standby receive a \$300 weekly stipend, plus \$50 additional for holiday standby. Telephonic Consultation Pay receives overtime pay in fifteen-minute increments. When a holiday falls on a Wednesday, the standby employees who are trading out a standby vehicle shall both receive a minimum of 3 hours of overtime and the standby holiday pay of \$50.

**Temporary Assignment Pay:**

Management and UCT

Temporary Assignment Pay allows for temporary increases in pay beyond an employee's base rate of pay when duties performed by the employee support such additional pay for specific periods of time. Increases in pay may be granted to recognize the temporary assignment requiring a greater level of skill and out of the scope of their current classification. "Temporary Assignment" shall mean a period of six months or less. Requests for temporary assignment compensation may be initiated by the Department Head or designee. Employees directed to continuously perform higher level duties shall be entitled to a salary rate increase at 5% above their regular rate of pay.

The Department Head shall complete the Temporary Assignment Pay Form and submit documentation to the Human Resources Department stating that the employee is performing duties requiring a higher level of skill and outside the scope of their current classification.

**Tuition Reimbursement:**Management and UCT

Due to the current budget impact, this program is suspended until further notice.

**Uniforms:**Management

Uniform allowance is provided for the following positions:

Police Chief, Police Captain and Police Lieutenant – \$700 per year (\$26.92 per pay period).

Fire Chief, Deputy Fire Chief, Fire Division Chief and Fire Battalion Chief – \$700 per year (\$26.92 per pay period).

Fire Marshal – \$800 per year (\$30.77 per pay period). Station safety boots are required. Must purchase Class A Uniform by fifth year of employment.

Lakes & Open Space Superintendent – \$650 per year (\$25.00 per pay period).

Unclassified

Deputy Fire Marshal – \$800 per year (\$30.77 per pay period). Station safety boots are required. Must purchase Class A Uniform by fifth year of employment.

EMS Program Coordinator – \$650 per year (\$25.00 per pay period).

**Voluntary Plans:**Management and UCT

The City provides voluntary medical, dental, vision, critical illness, accident, hospital indemnity, legal, and life plans for employees. Information regarding these voluntary plans can be obtained from the City's Benefits Division.

**Workers' Compensation:**Management and UCT

Employees are covered under the State Workers' Compensation Law. This on-the-job injury insurance is paid for by the City of Escondido. When employees are unable to work due to a job-related illness or injury, this program pays the employee's medical bills and replaces a portion of the employee's income until the benefit terminates by law.

**Work-Life Benefits:**Management and UCT

The following work-life benefits are provided to employees. Details can be obtained from the Benefits Division:

- Annual Health and Wellness Expo
- Employee Assistance Program
- 529 College Savings Program
- Employee Discounts –
  - ✓ Benefithub Discount Portal
  - ✓ Gym memberships
  - ✓ Dell and Apple Computers
  - ✓ AT&T, T-Mobile, and Verizon Wireless Cell Phones and Plans
  - ✓ Working Advantage Discount Program entertainment services
  - ✓ National University Tuition Discount of 25%
  - ✓ Waldorf University Tuition Discount of 10%
  - ✓ Grand Canyon University Tuition Discount of 10%

***Please contact the Human Resources Department at  
(760) 839-4643 for assistance.***

Last Updated: 11/19/2024

## RESOLUTION NO. 2024-148

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA AMENDING AND READOPTING THE SALARY RANGES FOR PART-TIME UNCLASSIFIED EMPLOYEES

WHEREAS, the compensation for the part-time, unclassified group of City employees is established by the City Council from time to time; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to amend and readopt said salary ranges of the Part-Time Hourly Compensation Plan and Part-Time Hourly Pay Schedule.

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 part-time salary ranges are hereby amended and readopted for the positions set forth in Exhibit "A"; and corresponding hourly step rates set forth in Exhibit "B"; and applicable guidelines as set forth in Exhibit "C" which are attached and incorporated by this reference.
3. That this Resolution supersedes Resolution No. 2023-147.

## PART-TIME HOURLY COMPENSATION PLAN January 1, 2025

<b>RANGE I</b> <b>16.50 – 20.61</b> Maintenance Aide I Park Attendant I Parking Enforcement Officer Recreation Leader I Senior Service Aide I	<b>RANGE VI</b> <b>18.67 – 23.31</b> Currently No Classifications
<b>RANGE II</b> <b>16.91 – 21.12</b> Maintenance Aide II Park Attendant II Recreation Leader II Senior Service Aide II	<b>RANGE VII</b> <b>19.13 – 23.90</b> Head Lifeguard
<b>RANGE III</b> <b>17.33 – 21.65</b> Lifeguard Park Attendant III Principal Recreation Leader Senior Service Aide III	<b>RANGE VIII</b> <b>19.61 – 24.49</b> Currently No Classifications
<b>RANGE IV</b> <b>17.77 – 22.19</b> Currently No Classifications	<b>RANGE IX</b> <b>20.10 – 25.11</b> Currently No Classifications
<b>RANGE V</b> <b>18.21 – 22.75</b> Water Safety Instructor	<b>RANGE X</b> <b>Dept. Head discretion ranging from a minimum of current California minimum wage to a maximum of \$100.00 per hour.</b> Custody Transport Officer Department Specialist Department Specialist / Reserve Maintenance Specialist Patrol Technician Recreation Specialist I Recreation Specialist II Swimming Pool Manager

(Ranger Specialist – Park Ranger I Benchmark; M&O 99)

## PART-TIME HOURLY PAY SCHEDULE January 1, 2025

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
<b>Range I - Base Rate</b>	\$16.500000	\$16.912500	\$17.335313	\$17.768695	\$18.212913	\$18.668236	\$19.134941	\$19.613315	\$20.103648	\$20.606239
<b>Range II - Base Rate</b>	\$16.912500	\$17.335313	\$17.768695	\$18.212913	\$18.668236	\$19.134941	\$19.613315	\$20.103648	\$20.606239	\$21.121395
<b>Range III - Base Rate</b>	\$17.335313	\$17.768695	\$18.212913	\$18.668236	\$19.134941	\$19.613315	\$20.103648	\$20.606239	\$21.121395	\$21.649430
<b>Range IV - Base Rate</b>	\$17.768695	\$18.212913	\$18.668236	\$19.134941	\$19.613315	\$20.103648	\$20.606239	\$21.121395	\$21.649430	\$22.190666
<b>Range V - Base Rate</b>	\$18.212913	\$18.668236	\$19.134941	\$19.613315	\$20.103648	\$20.606239	\$21.121395	\$21.649430	\$22.190666	\$22.745432
<b>Range VI - Base Rate</b>	\$18.668236	\$19.134941	\$19.613315	\$20.103648	\$20.606239	\$21.121395	\$21.649430	\$22.190666	\$22.745432	\$23.314068
<b>Range VII - Base Rate</b>	\$19.134941	\$19.613315	\$20.103648	\$20.606239	\$21.121395	\$21.649430	\$22.190666	\$22.745432	\$23.314068	\$23.896920
<b>Range VIII - Base Rate</b>	\$19.613315	\$20.103648	\$20.606239	\$21.121395	\$21.649430	\$22.190666	\$22.745432	\$23.314068	\$23.896920	\$24.494343
<b>Range IX - Base Rate</b>	\$20.103648	\$20.606239	\$21.121395	\$21.649430	\$22.190666	\$22.745432	\$23.314068	\$23.896920	\$24.494343	\$25.106701
<b>Range X - Base Rate</b>	Salary set at Department Head discretion ranging from a minimum of current California minimum wage to a maximum of \$100.00 per hour.									





**REGULAR PART-TIME AND TEMPORARY EMPLOYEES  
CLASSIFICATION AND BENEFITS  
PLAN GUIDELINES**

**Prepared by Human Resources**

**CITY OF ESCONDIDO  
CLASSIFICATION AND BENEFITS PLAN  
REGULAR PART-TIME AND TEMPORARY EMPLOYEES**

1. **REGULAR PART-TIME**: AN EMPLOYEE WHO IS EMPLOYED IN A REGULAR CLASSIFICATION, BUT WORKS A REDUCED SCHEDULE.
  - a. **Reduced Work Schedule/Benefits** - Regular part-time positions should be budgeted in the hiring Department's budget as a regular part-time position of at least 1,040 hours per fiscal year. If the position is budgeted as a full-time position, but the employee works a reduced work schedule, then the employee must complete a Voluntary Reduction in Hours (VRH) Request Form each quarter. The regular part-time position shall be designated as a PT Level 1 position (see Attachment A), and shall be eligible for benefits as stated in the classification's respective Memorandum of Understanding (MOU), or Management and Unclassified Salary and Benefits Plan.
  - b. **Leave Accruals and Specialty Pays** - Leave accruals, including but not limited to, vacation, sick leave, management leave, and holiday credit are based on the ratio of hours scheduled for an average workweek (prorated amounts). Pro-rated sick leave accruals shall not accrue at a rate less than what is required by State Law; AB 1522 (Paid Sick Leave Law). Specialty pays, such as bilingual pay, are also prorated based on hours worked.
  - c. **Merit Increases** - Merit increases for employees in regular part-time positions are based on anniversary dates in the classification. Merit increases for regular part-time employees in management positions are given at the discretion of the Department Head and City Manager.
  - d. **Regular Status** - Regular status is granted only for regular part-time employees in a classified position after successful completion of a probationary period appropriate for the employee's classification; for most miscellaneous classifications, this is the equivalent of twelve months (refer to the appropriate MOU). Employees in unclassified positions remain in an at-will status for the duration of their employment.
  - e. **Seniority** - Seniority may be granted to employees based on the effective date of appointment. This original date of hire will carry over if they are ultimately hired in a full-time capacity.
  - f. **CalPERS Eligibility** - Regular part-time employees are eligible for enrollment in the Public Employees' Retirement System. Employees working more than 1,720 hours receive a full year's service credit. Service credit for employees working less than 1,720 hours per year will be prorated by CalPERS.

**2. TEMPORARY PART-TIME AND SEASONAL: AN AT-WILL EMPLOYEE TYPICALLY WORKING LESS THAN 1,000 HOURS PER FISCAL YEAR.**

- a. **Part-Time Employee Levels and Work Hours** - There are three types of temporary part-time employees (PT Level 2, PT Level 3, and PT Level 4), depending upon hours worked and job classification. Generally, part-time employees may work less than 1,000 hours per fiscal year, or upon City Manager approval, can work up to a maximum of 1,500 hours per fiscal year. Retired CalPERS annuitants cannot exceed 960 hours per fiscal year unless approved by CalPERS. Refer to Attachment A for more information.
  
- b. **Salary Upon Hire** - Employees will be required to meet the minimum requirements of the position they are assigned, as determined by Human Resources. Appointments are typically made at Step 1 of the salary schedule. Employees are eligible for merit increases as stated below.
  
- c. **Merit Increases** - Applicable to PT Level 2, PT Level 3, PT Level 4, and Retired Annuitants only:
  - Employees will be eligible for a merit increase annually on their anniversary date with department head approval if:
    - They have worked at least 400 hours, **and**
    - It has been at least one year since their last merit increase
  
  - The maximum annual merit increase an employee is eligible to receive is 5%.
  
  - Employees who have not worked 400 hours by their anniversary date will be eligible to receive a merit step increase effective the first pay period after they have reached 400 hours. The date for subsequent merit step increases will be one year from the date of the last merit increase provided they have worked an additional 400 hours.
  
  - Those employees who work two or more part-time positions, and accrue 400 hours in total in a year, are eligible to receive a step increase for each “actively working” position on their anniversary date.
  
  - Employees who have worked more than one part-time position in a year, have accrued 400 hours between two or more positions, but are currently only active in one position (with less than 400 hours) at the time of their anniversary date, will be evaluated on a case-by-case basis for step increases upon department head approval.
  
- d. **Public Agency Retirement Services (PARS) Eligibility** - Temporary part-time and seasonal employees are typically enrolled in PARS. If enrolled in PARS, employee pays the full employee contribution, currently 7.50 percent. Retired annuitants who are receiving CalPERS retirement are not eligible for PARS. Once an employee enrolled in PARS separates from employment, PARS will notify the employee that he/she will be eligible for a distribution of their account funds. When an employee changes employment status to a position covered by another retirement system with the same employer and without a break in service, and is no longer eligible to participate in the PARS plan, the employee is eligible for an In-Service Distribution of their PARS account 24 months after his/her last contribution was made.
  
- e. **CalPERS Eligibility** - If a PARS employee reaches or exceeds 1,000 hours during a fiscal year, the employee will be enrolled in CalPERS. All compensable hours are reported to CalPERS, including paid sick leave. Such employee will remain enrolled

in CalPERS for the duration of employment with the City, even though they may work less than 1,000 hours during subsequent years of service. The employee pays the full CalPERS employee contribution which is dependent upon the Retirement Tier the employee is enrolled in by CalPERS. Upon enrollment in CalPERS, an employee's contributions would be terminated in PARS.

If an employee who is enrolled in CalPERS terminates employment with the City and withdraws their contributions, it is not necessary to reenroll them in CalPERS upon rehire. Such an employee would be enrolled in PARS. However, if the employee leaves their contributions on deposit with CalPERS at the time of termination and is rehired, they must be reenrolled in CalPERS. Their CalPERS retirement tier will be determined by CalPERS.

- f. **Leave Accruals** - Part-time temporary employees do not receive leave accruals, except as mandated by State Law, AB 1522, Paid Sick Leave Law, effective January 1, 2015 (excludes CalPERS annuitants):

Sick Leave Accruals:

- Employees who work for the City of Escondido for at least 30 days within a year, shall accrue one hour of sick leave for every 30 hours worked.

Sick Leave Use:

- Employees are eligible to use their paid sick leave accrual for the following appropriate purposes:
  - An employee's own diagnosis, care, or treatment of an existing health condition of, or preventive care.
  - Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee's family member to include parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, grandparent, or a person who is significant to the employee.
  - To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking.

**Department supervisors are responsible for the use and monitoring of sick leave to ensure that sick leave is appropriately used on or after 90 days of employment.**

Sick Leave Notice and Verification:

- Supervisors must permit the employee to use paid sick leave upon oral or written request. Supervisors cannot deny an employee the right to use valid paid sick leave or retaliate for using such covered leave. If the need is foreseeable, the employee must give reasonable advance notice, but where the need is unforeseeable the employee shall provide notice as soon as practicable. The employee sick leave notification requirement is stated under the City of Escondido Personnel Rules and Regulations, Rule 14, Section 2, or as required by the employee's Department.
- The verification (doctor's certification) requirement to receive paid sick leave is set forth in Personnel Rule 14, Section 2. Verification can also be required for sick leave use related to domestic violence, sexual assault or stalking.

Abuse of Leave & Excessive Use:

- An employee shall be subject to disciplinary action for abuse of sick leave which is defined as a claim of entitlement to sick leave when the employee does not meet the requirements of appropriate sick leave use as defined above.
- Excessive use of sick leave, tardiness, and failing to use the call-in procedures when absent or tardy, can negatively impact the performance of the employee's work or affect others in the performance of their job. Factors that will be considered in determining whether use of sick leave is excessive include, but are not limited to, the number of absences compared to other employees, whether absenteeism is limited to a finite time period or whether it continues over time, the basis for the absenteeism, and the significance of the impact on the performance of the employee's job or of others.

General Paid Sick Leave Information:

- Sick leave use is paid at the employee's hourly rate (not including overtime premium pay). If the employee has two City of Escondido part-time positions with varying rates of pay, the employee's sick leave will be paid at the higher base hourly pay rate.
  - Upon rehire of a former employee within one year of separation, the employee's previously accrued and unused sick leave balance will be reinstated.
  - Upon changing status from part-time, temporary to a full-time, regular employee, an employee's part-time sick leave balance will carry over.
  - Paid Sick Leave Law does not conflict with the City's application of California's Kin Care Law.
  - Written notice of sick leave is included on the employee's wage statement.
  - Supervisors shall not require an employee to search for or find a replacement worker to cover the days during which the employee used paid sick leave, as a condition of using the leave.
  - Paid sick leave will not be considered hours worked for purposes of overtime calculation.
  - An employee will not receive compensation for unused accrued paid sick leave upon termination, resignation, retirement, or other separation from employment with the City.
- g. **CalPERS Post-Retirement Employment** - The following are general requirements of post-retirement employment per the Public Employees' Pension Reform Act of 2013 (PEPRA):
- Retired CalPERS annuitants cannot be hired within 180 days of retirement, with the exception of public safety retirees hired to perform public safety functions. A retiree who receives a Golden Handshake or any other retirement-related incentive is disqualified from any exception and must meet the 180 day wait period.
  - CalPERS retirees should only be hired into retired annuitant designated positions in order to supplement the work of regular staff (extra-help work, special project

work, or to perform work in excess of that which regular staff can do). The retiree should have previous work experience and the skill set needed to perform the job duties.

- CalPERS retirees cannot be hired to fill vacant part-time or regular staff positions **except on an interim basis** during a recruitment to fill the vacant position. There are specific interim appointment provisions that must be adhered to, or the retired annuitant can be subject to mandatory reinstatement by CalPERS.
  - CalPERS annuitants can work a maximum of 960 hours per fiscal year, without exception. Retired annuitants cannot “volunteer” hours while employed.
  - A designated retired annuitant appointment must be of a limited duration. Limited duration is an appointment that is not for an indefinite period of time, and is not an appointment to a part-time position. A retired annuitant appointment should have a beginning and end date. **All retired annuitant appointments should not exceed two years unless an exception is made by the City Manager.**
  - Compensation paid to retirees cannot be less than the minimum or exceed the maximum monthly base salary paid to other employees performing comparable duties.
  - CalPERS retired annuitants are not eligible for paid sick leave as stated in 2f. Retirees cannot receive any other benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate.
  - A retiree who receives unemployment insurance payments for retired annuitant work with any public employer within the previous 12 months is prohibited from retired annuitant work with any CalPERS employer for 12 months.
  - Other provisions as specified by PEPRRA. Violations of PEPRRA can result in mandatory reinstatement by CalPERS.
  - The provisions in the section do not apply to retired annuitants who are independent contractors (consultants) as defined by the Internal Revenue Service.
  - Department representatives will need to complete a Retired Annuitant Approval to Hire Form when hiring or extending a retired annuitant’s part-time employment. Completed forms must be submitted to Human Resources for review and approval.
- h. **Voluntary Benefits** - Three voluntary medical expense plans are available to all active part-time employees. Employees can purchase The Hartford supplemental optional benefits at reduced group rates and pay premiums by payroll deduction. These benefits are made available to part-time employees upon hire and during the City’s annual open enrollment process. The City will not make any retro deductions for unpaid premiums. If the City is unable to deduct premiums, the plan will terminate. However, the employee may continue the plan directly with the provider.
- i. **Separated Employees** - Employees who are no longer actively employed with the City shall be terminated (not left in an “inactive” status). If a part-time employee has a break in service of more than 90 days, the employee will undergo a new physical, fingerprinting, and psychological assessment (if required by job assignment).

- j. **Park Attendant Safety Shoe Allowance** - Park Attendant I/II/IIIs receive an annual safety shoe allowance of \$25.00 each January if they are in a paid, active status during the first pay period of the calendar year.



**SUMMARY  
 REGULAR PART-TIME AND TEMPORARY  
 POSITION CATEGORIES**

POSITION CATEGORY	HOURS	CLASSIFICATION		VACATION, SICK LEAVE, HOLIDAY, HEALTH, LIFE, DENTAL INSURANCE, VOLUNTARY BENEFITS	CalPERS/ PARS	MERIT/STEP INCREASES
		TEMPORARY	REGULAR			
<i>REGULAR PART-TIME</i>	Not less than 20 hours per week, 1,040 hours per year		X	YES - All	CalPERS	YES
<i>TEMPORARY</i> (Includes part-time and seasonal employees.)	An average of 20 hours per week, not to exceed 999 hours for PARS and 1,500 hours for PERS per fiscal year (except for CalPERS retired annuitants; 960 hours per fiscal year)	X		Voluntary Benefits and Sick Leave per AB 1522 (CalPERS retired annuitants excluded from paid sick leave)	PARS* / PERS	YES

\*If employee meets or exceeds 1,000 hours in fiscal year, they are removed from PARS and enrolled in CalPERS.

Notes:

All part-time temporary and regular employees also receive Medicare (for employees hired after 4-1-84), Workers' Comp and Unemployment Insurance benefits.

Part-time retiree employees who are receiving CalPERS retirement shall not be eligible for PARS.

Per the Fair Labor Standards Act (FLSA), overtime is mandated when employees work more than a total of 40 hours per week, regardless of the number of PT positions held.

## SUMMARY

### PAID SICK LEAVE LAW (AB 1522)

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<b>Eligible Employees:</b>	<b>Part-time Temporary Employees working 30 or more days for the City of Escondido (excluding CalPERS retired annuitants). While AB 1522 also applies to Full-time and Part-time regular employees, the City's current accrual method provides a more generous benefit (no change to accruals, carryover and use of leave).</b>
<b>Sick Days Accrual:</b>	<b>1 hour for every 30 hours worked</b>
<b>Carryover of Accruals:</b>	<b>Yes</b>
<b>Accrual Cap (Max Balance):</b>	<b>No max accrual</b>
<b>Family Member Definition:</b>	<b>Parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, grandparent, or a person who is significant to the employee.</b>
<b>Use of Paid Sick Leave:</b>	<b>Upon employee's oral or written request. If need is foreseeable, the employee must give reasonable advance notice; where the need is unforeseeable the employee shall provide notice as soon as practicable.</b>
<b>Sick Leave Verification:</b>	<b>Verification (doctor's certification) requirement to receive paid sick leave is set forth in Personnel Rule 14, Section 2. Verification can be required for sick leave use related to domestic violence, sexual assault or stalking.</b>
<b>Rehire of Employee:</b>	<b>Upon rehire of a former employee within one year of separation, the employee's previously accrued and unused sick leave balance will be reinstated.</b>
<b>Replacement Workers:</b>	<b>Supervisors shall not require an employee to search for or find a replacement worker to cover the days during which the employee used paid sick leave, as a condition of using the leave.</b>
<b>Overtime:</b>	<b>Paid sick leave will not be considered hours worked for purposes of overtime calculation.</b>

## PART-TIME EMPLOYEES

There are four basic levels of part-time (PT) employees:

- **PT Level 1: An employee who is employed in a regular classification but works a reduced schedule (includes job share positions, voluntary reduction in hours, alternate work schedules, etc.).** Such employees must be budgeted in their department's budget as a regular position of at least 1,040 hours per fiscal year. PT Level 1 employees shall meet the minimum requirements for the position, are placed in PERS, and shall be eligible for health and other benefits as provided in accordance with the employee's budgeted position, including negotiated salary increases, merit increases (same as full-time regular employees), and prorated leave accruals.
- **PT Level 2: A temporary at-will employee who works 1,000 – 1,500 hours per fiscal year.** Employees may work part-time within a fiscal year (an average of 28 hours per week) **not to exceed 1,500 hours per fiscal year; no exceptions.** These employees are placed in PERS (employee contribution required). PT Level 2 employees are not eligible for benefits other than voluntary The Hartford medical expense plans, or leave accruals except as required by AB 1522, or negotiated salary increases.
- **PT Level 3: A temporary at-will employee working less than 1,000 hours per fiscal year and who is placed in the same classification and salary grade step table as a regular employee.** Employees may work part-time within a fiscal year (an average of 20 hours per week), not to exceed 999 hours per fiscal year. PT Level 3 employees are placed in PARS (employee contribution required), and are not eligible for benefits other than voluntary The Hartford medical expense plans, or leave accruals except as required by AB 1522. These employees receive the same negotiated salary increases as regular employees. PT Level 3 employees typically work less than 1,000 hours per fiscal year. Employees who work 1,000 or more hours per fiscal year (1,500 hours maximum), must be approved by the City Manager and will receive PERS benefits (employee contribution required), and will be placed in PT Level 2.
- **PT Level 4: A temporary at-will employee working less than 1,000 hours per fiscal year.** Employees may work part-time within a fiscal year (an average of 20 hours per week), not to exceed 1,000 hours per fiscal year. These employees are placed in PARS (employee contribution required), and are not eligible for benefits other than voluntary The Hartford medical expense plans, or leave accruals except as required by AB 1522, or negotiated salary increases. PT Level 4 employees who work 1,000 or more hours per fiscal year (1,500 hours maximum) must be approved by the City Manager and will receive PERS benefits (employee contribution required), and will be placed in PT Level 2.

**CalPERS Retired Annuitants** are designated as PT Level 3/Retired Annuitant – Extra Help, or PT Level 4/Retired Annuitant – Extra Help, depending upon work assignment.

**CalPERS Retired Annuitants** who are not subject to a limit of 960 hours per fiscal year are designated as PT Retired Annuitant 960-Hour Exempt.

## RESOLUTION NO. 2024-149

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING AND READOPTING THE COMPENSATION SCHEDULE FOR FULL-TIME EMPLOYEES

WHEREAS, California Public Employees' Retirement Law ("PERL") requires that pay rates for all City employees are reflected within a publicly available pay schedule, or compensation plan, that has been approved and adopted by the City Council at a public meeting; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to amend and readopt the salary schedule established by Resolution No. 2023-166.

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 compensation schedule for the positions listed are established as listed in the Classification and Compensation Plan, which is attached to this Resolution as Exhibit "A" and incorporated by this reference.



**PeopleSoft HRMS/Payroll**  
**Classification and Compensation Plan as of 10/29/2024**  
 (all salaries shown as monthly)

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Union Code	# of Authorized Positions	Job Code	Job Description	Base	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
MGT		20090	Accountant I	Band M11	5,216	7,759				
MGT		20094	Accountant II	Band M16	6,658	9,903				
ACE		20095	Accounting Specialist	4,397	4,616	4,847	5,090	5,344	5,611	5,892
UCT		21430	Administrative Assistant (UCT)	3,269	3,433	3,604	3,784	3,974	4,172	4,381
ACE		21000	Administrative Asst (clssfd)	3,269	3,433	3,604	3,784	3,974	4,172	4,381
UCT		21330	Administrative Coordinator	4,853	5,096	5,350	5,618	5,899	6,194	6,504
MGT		21001	Assistant Building Official	Band M18	7,340	10,918				
MGT		20000	Assistant City Attorney	Band M31	13,840	20,586				
MGT		21060	Assistant City Clerk	Band M14	6,038	8,982				
MGT		20180	Assistant City Engineer	Band M26	10,844	16,131				
EM		10100	Assistant City Manager	Band E32	14,895	22,170				
ACE		50300	Assistant Planner I	4,974	5,223	5,484	5,758	6,046	6,349	6,666
ACE		50301	Assistant Planner II	5,491	5,765	6,054	6,356	6,674	7,008	7,358
ACE		30151	Associate Chemist	7,029	7,380	7,749	8,137	8,543	8,970	9,419
SUP		50400	Associate Engineer	7,758	8,146	8,554	8,981	9,430	9,902	10,397
SUP		50500	Associate Planner	6,690	7,024	7,376	7,744	8,132	8,538	8,965
MGT		20441	Asst Dir of Communications	Band M25	10,328	15,362				
MGT		20192	Asst Dir of Community Svs	Band M24	9,836	14,631				
MGT		20440	Asst Dir of Information Sys	Band M25	10,328	15,362				
MGT		20442	Asst Dir of Police Support Svc	Band M25	10,328	15,362				
MGT		20336	Asst Dir of Public Works	Band M24	9,836	14,631				
MGT		20940	Asst Dir of Util - Const & Eng	Band M28	11,956	17,784				
MGT		20970	Asst Dir of Util - Wastewater	Band M28	11,956	17,784				
MGT		20950	Asst Dir of Util -Water	Band M28	11,956	17,784				
MGT		20320	Budget Manager	Band M22	8,921	13,270				
SUP		50601	Building Inspection Sup	7,029	7,380	7,749	8,137	8,543	8,970	9,419
ACE		50590	Building Inspector I	5,357	5,625	5,906	6,201	6,511	6,837	7,173
ACE		50600	Building Inspector II	6,212	6,523	6,849	7,191	7,551	7,929	8,325

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MGT	20150	Building Official	Band M23	9,368	13,934				
ACE	50841	Building Permit Tech I		4,397	4,616	4,847	5,090	5,344	5,611
ACE	50862	Building Permit Tech II		4,974	5,223	5,484	5,758	6,046	6,349
ACE	50864	Building Permit Tech III		5,491	5,765	6,054	6,356	6,674	7,008
UCT	20826	Business Analyst I		5,769	6,057	6,360	6,678	7,012	7,363
UCT	20827	Business Analyst II		7,029	7,380	7,749	8,137	8,543	8,970
MGT	73500	Canal Maintenance Mgr	Band M20	8,092	12,036				
UCT	73000	Canal Maintenance Supervisor		6,212	6,523	6,849	7,191	7,551	7,929
UCT	73600	Canal Maintenance Tech I		3,983	4,182	4,391	4,611	4,841	5,084
UCT	73650	Canal Maintenance Tech II		4,397	4,616	4,847	5,090	5,344	5,611
EM	10442	Chief Information Officer	Band E31	14,186	21,114				
EM	10650	Chief of Police	Band E34	16,423	24,442				
EM	10200	City Attorney		20,125					
EM	12000	City Clerk	Band E26	11,115	16,544				
COU	12050	City Council Member/Mayor		0					
COU	12100	City Council Member		0					
MGT	10480	City Engineer	Band M30	13,181	19,607				
EM	10300	City Manager		23,333					
EM	00001	City of Escondido		0					
MGT	20140	City Planner	Band M24	9,836	14,631				
MGT	20691	City Traffic Engineer	Band M23	9,368	13,934				
EME	12200	City Treasurer		8,833					
MGT	50560	Code Compliance Manager	Band M19	7,707	11,463				
ACE	50540	Code Compliance Officer I		4,853	5,096	5,350	5,618	5,899	6,194
ACE	50550	Code Compliance Officer II		5,357	5,625	5,906	6,201	6,511	6,837
SUP	50565	Code Compliance Supervisor		6,212	6,523	6,849	7,191	7,551	7,929
UCT	21401	Collections Specialist		4,185	4,394	4,614	4,844	5,087	5,341
MGT	21020	Communications Mgr	Band M19	7,707	11,463				
NSP	40410	Community Service Officer		4,304	4,519	4,745	4,982	5,232	5,493
MGT	50755	Community Services Manager	Band M20	8,092	12,036				
SUP	40700	Community Services Supervisor		5,769	6,057	6,360	6,678	7,012	7,363
SUP	81453	Control Systems Supervisor		9,931	10,428	10,949	11,497	12,071	12,675
M&O	81450	Control Systems Technician I		6,433	6,754	7,092	7,447	7,819	8,210

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M&O	81451	Control Systems Technician II	7,101	7,456	7,828	8,220	8,631	9,062	9,510
M&O	81452	Control Systems Technician III	8,440	8,862	9,306	9,771	10,259	10,772	11,300
UCT	40432	Criminal Intell Analyst I	6,212	6,523	6,849	7,191	7,551	7,929	8,325
UCT	40434	Criminal Intell Analyst II	6,527	6,853	7,196	7,556	7,933	8,330	8,746
UCT	40433	Criminal Intelligence Sup	8,151	8,559	8,987	9,436	9,908	10,403	10,923
M&O	81305	Cross Connection Technician I	5,686	5,970	6,268	6,582	6,911	7,257	7,619
M&O	81310	Cross Connection Technician II	6,594	6,923	7,269	7,633	8,015	8,415	8,836
SUP	80052	Custodial Supervisor	4,185	4,394	4,614	4,844	5,087	5,341	5,608
M&O	80200	Custodian I	3,222	3,383	3,552	3,730	3,916	4,112	4,318
M&O	80201	Custodian II	3,557	3,734	3,921	4,117	4,323	4,539	4,766
ACE	30331	Customer Service Rep I - PD	3,435	3,606	3,787	3,976	4,175	4,384	4,603
ACE	30330	Customer Service Rep I	3,435	3,606	3,787	3,976	4,175	4,384	4,603
ACE	30341	Customer Service Rep II - PD	3,886	4,080	4,284	4,498	4,723	4,960	5,208
ACE	30340	Customer Service Rep II	3,886	4,080	4,284	4,498	4,723	4,960	5,208
SUP	20097	Customer Service Supervisor	7,029	7,380	7,749	8,137	8,543	8,970	9,419
MGT	21199	Dep City Attorney I	Band M19	7,707	11,463				
MGT	21200	Dep City Attorney II	Band M23	9,368	13,934				
EM	10430	Dep City Manager	Band E32	14,895	22,170				
EM	10441	Dep City Mgr/Int Dir of Dev Sv	Band E32	14,895	22,170				
FM	20160	Dep Fire Chief	Band 1	12,227	18,907				
UCT	60510	Dep Fire Marshal	7,569	7,948	8,345	8,762	9,200	9,660	10,143
UCT	21055	Deputy City Clerk	5,491	5,765	6,054	6,356	6,674	7,008	7,358
MGT	20685	Design & Construction Proj Mgr	Band M20	8,092	12,036				
UCT	82255	Digital Media Coordinator	5,769	6,057	6,360	6,678	7,012	7,363	7,731
UCT	82256	Digital Media Technician	4,397	4,616	4,847	5,090	5,344	5,611	5,892
EM	10400	Director of Dev Services	Band E30	13,511	20,109				
EM	20338	Director of Economic Dev	Band E30	13,511	20,109				
EM	10460	Director of Finance	Band E30	13,511	20,109				
EM	10550	Director of Human Resources	Band E30	13,511	20,109				
EM	10540	Director of Public Works	Band E30	13,511	20,109				
EM	10575	Director of Utilities	Band E30	13,511	20,109				
UCT	21460	Division Support Coordinator	4,289	4,504	4,729	4,965	5,214	5,474	5,744
ACE	50738	Economic Development Coord	4,853	5,096	5,350	5,618	5,899	6,194	6,504

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M&O	80305	Electrician Assistant	4,903	5,148	5,405	5,676	5,959	6,257	6,507
M&O	80307	Electrician	5,412	5,682	5,966	6,265	6,578	6,907	7,236
MGT	50770	Emer/Disaster Preparedness Mgr	Band M15	6,340	9,430				
UCT	60800	Emergency Medical Svs Coord	4,853	5,096	5,350	5,618	5,899	6,194	6,504
INT	60801	Emergency Medical Technician	4,414	4,635	4,867	5,110	5,366	5,500	5,637
ACE	50660	Engineer I	5,913	6,209	6,519	6,845	7,187	7,547	7,924
ACE	50670	Engineer II	6,527	6,853	7,196	7,556	7,933	8,330	8,746
MGT	50675	Engineering Manager	Band M24	9,836	14,631				
ACE	50844	Engineering Permit Tech I	4,397	4,616	4,847	5,090	5,344	5,611	5,892
ACE	50845	Engineering Permit Tech II	4,974	5,223	5,484	5,758	6,046	6,349	6,666
ACE	50710	Engineering Technician I	5,226	5,487	5,762	6,050	6,352	6,670	7,004
ACE	50730	Engineering Technician II	5,769	6,057	6,360	6,678	7,012	7,363	7,731
UCT	20885	Env Program Specialist II	5,913	6,209	6,519	6,845	7,187	7,547	7,924
UCT	20884	Env Programs Specialist I	4,735	4,971	5,220	5,481	5,755	6,043	6,345
UCT	20887	Env Programs Supervisor	6,857	7,200	7,560	7,938	8,335	8,752	9,189
ACE	50815	Environmental Comp Insp I	5,769	6,057	6,360	6,678	7,012	7,363	7,731
ACE	50825	Environmental Comp Insp II	6,368	6,686	7,020	7,371	7,740	8,127	8,533
SUP	50835	Environmental Comp Supervisor	8,151	8,559	8,987	9,436	9,908	10,403	10,923
M&O	80500	Equipment Mechanic I	5,686	5,970	6,268	6,582	6,911	7,257	7,619
M&O	80501	Equipment Mechanic II	5,974	6,272	6,586	6,915	7,261	7,624	8,005
UCT	21441	Executive Assistant	3,699	3,884	4,078	4,282	4,496	4,721	4,957
UCT	21334	Executive Coordinator	5,226	5,487	5,762	6,050	6,352	6,670	7,004
SUP	82210	Facilities Maint Supervisor	6,368	6,686	7,020	7,371	7,740	8,127	8,533
MGT	20310	Facilities Maintenance Mgr	Band M20	8,092	12,036				
ACE	40080	Facilities Project Coordinator	5,628	5,909	6,205	6,515	6,841	7,183	7,542
ACE	50715	Field Engineering Inspector I	5,628	5,909	6,205	6,515	6,841	7,183	7,542
ACE	50720	Field Engineering Inspector II	6,212	6,523	6,849	7,191	7,551	7,929	8,325
SUP	50255	Field Engineering Supervisor	7,204	7,565	7,943	8,340	8,757	9,195	9,654
MGT	50725	Finance Manager	Band M22	8,921	13,270				
MGT	50751	Fire Admin Services Manager	Band M16	6,658	9,903				
FM	20370	Fire Battalion Chief	Band 3	10,562	15,554				
FIR	60200	Fire Captain	8,889	9,333	9,800	10,290	10,804	11,344	11,908
EM	10600	Fire Chief	Band E31	14,186	21,114				

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FM	20300	Fire Division Chief	Band 2	12,227	18,006				
FIR	60300	Fire Engineer	7,573	7,952	8,349	8,767	9,205	9,665	Item 21.
MGT	20350	Fire Marshal	Band M23	9,368	13,934				
ACE	50870	Fire Permit Tech I	4,397	4,616	4,847	5,090	5,344	5,611	5,892
ACE	50871	Fire Permit Tech II	4,974	5,223	5,484	5,758	6,046	6,349	6,666
ACE	50750	Fire Prevention Specialist I	5,491	5,765	6,054	6,356	6,674	7,008	7,358
ACE	50760	Fire Prevention Specialist II	6,061	6,364	6,682	7,016	7,367	7,735	8,122
FIR	60700	Firefighter/Paramedic	7,212	7,573	7,952	8,349	8,767	9,205	9,665
MGT	20850	Fleet Maint Manager	Band M20	8,092	12,036				
UCT	20874	Forensic Services Supervisor	7,204	7,565	7,943	8,340	8,757	9,195	9,654
MGT	50731	Geographic Information Sys Mgr	Band M19	7,707	11,463				
UCT	50735	GIS Analyst I	5,769	6,057	6,360	6,678	7,012	7,363	7,731
UCT	50737	GIS Analyst II	6,527	6,853	7,196	7,556	7,933	8,330	8,746
ACE	50780	Graphics Technician I	3,983	4,182	4,391	4,611	4,841	5,084	5,338
ACE	50781	Graphics Technician II	4,507	4,732	4,968	5,217	5,478	5,752	6,039
ACE	21280	Housing & Neigh Svcs Prog Coord	4,853	5,096	5,350	5,618	5,899	6,194	6,504
MGT	21190	Housing & Neigh Svs Mgr	Band M20	8,092	12,036				
MGT	21081	Human Resources Analyst I	Band M11	5,216	7,759				
MGT	21083	Human Resources Analyst II	Band M14	6,038	8,982				
UCT	21650	Human Resources Coordinator	5,491	5,765	6,054	6,356	6,674	7,008	7,358
MGT	21130	Human Resources Manager	Band M23	9,368	13,934				
UCT	21651	Human Resources Technician I	4,289	4,504	4,729	4,965	5,214	5,474	5,748
UCT	21655	Human Resources Technician II	4,853	5,096	5,350	5,618	5,899	6,194	6,504
M&O	80300	HVAC Technician	5,412	5,682	5,966	6,265	6,578	6,907	7,252
ACE	30885	Lab Quality Assurance Officer	6,527	6,853	7,196	7,556	7,933	8,330	8,746
ACE	30850	Laboratory Assistant	3,269	3,433	3,604	3,784	3,974	4,172	4,381
MGT	20800	Laboratory Manager	Band M20	8,092	12,036				
ACE	30870	Laboratory Technician I	5,491	5,765	6,054	6,356	6,674	7,008	7,358
ACE	30880	Laboratory Technician II	6,061	6,364	6,682	7,016	7,367	7,735	8,122
MGT	20501	Lakes & Open Space Mgr	Band M17	6,990	10,398				
SUP	82201	Lakes & Open Space Supervisor	6,061	6,364	6,682	7,016	7,367	7,735	8,122
UCT	20875	Latent Print & Evid Specialist	6,061	6,364	6,682	7,016	7,367	7,735	8,122
UCT	20876	Latent Print Specialist	5,357	5,625	5,906	6,201	6,511	6,837	7,175

SUP	80061	Lead Comm Svs Coordinator	5,099	5,354	5,621	5,902	6,198	6,507	6,833
ACE	50930	Lead Graphics Technician	4,974	5,223	5,484	5,758	6,046	6,349	6,652
M&O	81100	Lead Maintenance Technician	5,280	5,544	5,821	6,112	6,418	6,738	7,075
M&O	81080	Lead Mechanic	6,758	7,096	7,451	7,824	8,215	8,626	9,057
MGT	21309	Lead Network Systems Engineer	Band M20	8,092	12,036				
M&O	81500	Lead Plant Systems Technician	7,278	7,642	8,024	8,425	8,847	9,289	9,753
M&O	02130	Lead Ranger Specialist	3,830	4,022	4,223	4,434	4,655	4,888	5,133
M&O	82251	Lead Wastewater Coll Tech	6,758	7,096	7,451	7,824	8,215	8,626	9,057
M&O	82915	Lead Wastewater Trtmt Plant Op	7,647	8,029	8,430	8,852	9,294	9,759	10,247
M&O	82660	Lead Water Distribution Tech	6,758	7,096	7,451	7,824	8,215	8,626	9,057
M&O	82725	Lead Water Trtmnt Plant Oper	7,647	8,029	8,430	8,852	9,294	9,759	10,247
UCT	21580	Legal Assistant	5,099	5,354	5,621	5,902	6,198	6,507	6,833
UCT	21585	Legal Specialist	5,357	5,625	5,906	6,201	6,511	6,837	7,179
UCT	21470	Maintenance & Oper Coordinator	4,619	4,850	5,093	5,347	5,615	5,895	6,190
M&O	81412	Maintenance Technician I	3,926	4,122	4,328	4,545	4,772	5,010	5,261
M&O	81930	Maintenance Technician II	4,333	4,550	4,777	5,016	5,267	5,531	5,807
MGT	21090	Management Analyst I	Band M13	5,752	8,554				
MGT	21092	Management Analyst II	Band M15	6,340	9,430				
UCT	21317	Network Administrator I	6,368	6,686	7,020	7,371	7,740	8,127	8,533
UCT	21318	Network Administrator II	7,204	7,565	7,943	8,340	8,757	9,195	9,654
MGT	21801	Network Manager	Band M23	9,368	13,934				
UCT	21311	Network Systems Engineer	7,029	7,380	7,749	8,137	8,543	8,970	9,419
UCT	21310	Network Systems Technician I	5,226	5,487	5,762	6,050	6,352	6,670	7,004
UCT	21313	Network Systems Technician II	5,628	5,909	6,205	6,515	6,841	7,183	7,542
UCT	21316	Network Systems Technician III	5,913	6,209	6,519	6,845	7,187	7,547	7,924
ACE	50834	Older Adlt Nutrition Prg Coord	4,853	5,096	5,350	5,618	5,899	6,194	6,504
NSF	60805	Paramedic	5,083	5,337	5,604	5,884	6,178	6,333	6,491
M&O	81420	Park Ranger I	4,228	4,439	4,661	4,894	5,139	5,396	5,665
M&O	81421	Park Ranger II	4,666	4,900	5,145	5,402	5,672	5,956	6,254
UCT	21661	Payroll Supervisor	5,491	5,765	6,054	6,356	6,674	7,008	7,358
UCT	21660	Payroll Technician I	4,289	4,504	4,729	4,965	5,214	5,474	5,748
UCT	21662	Payroll Technician II	4,853	5,096	5,350	5,618	5,899	6,194	6,504
ACE	50842	Planning Permit Tech I	4,397	4,616	4,847	5,090	5,344	5,611	5,892

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ACE	50843	Planning Permit Tech II	4,974	5,223	5,484	5,758	6,046	6,319	6,591	Item 21.
ACE	50920	Plans Examiner I	6,212	6,523	6,849	7,191	7,551	7,929		
ACE	50921	Plans Examiner II	6,857	7,200	7,560	7,938	8,335	8,752	9,189	
M&O	81480	Plant Systems Technician I	5,686	5,970	6,268	6,582	6,911	7,257	7,619	
M&O	81490	Plant Systems Technician II	6,433	6,754	7,092	7,447	7,819	8,210	8,621	
SUP	81501	Plant Systems Technician Sup	8,564	8,992	9,441	9,914	10,409	10,930	11,476	
MGT	50753	Police Business Manager	Band M19	7,707	11,463					
PM	20600	Police Captain	Band 1	12,227	18,006					
PM	20670	Police Lieutenant	Band 2	10,562	15,554					
POL	70250	Police Officer Trainee	6,150	6,457						
POL	70300	Police Officer	7,474	7,848	8,240	8,652	9,085	9,539	10,016	
ACE	50739	Police Program Coordinator	4,853	5,096	5,350	5,618	5,899	6,194	6,504	
UCT	21550	Police Projects Specialist I	5,099	5,354	5,621	5,902	6,198	6,507	6,833	
UCT	21551	Police Projects Specialist II	5,628	5,909	6,205	6,515	6,841	7,183	7,542	
SUP	31215	Police Records Supervisor	4,853	5,096	5,350	5,618	5,899	6,194	6,504	
PAC	31210	Police Records Technician	3,520	3,697	3,881	4,075	4,279	4,493	4,718	
POL	70500	Police Sergeant	9,915	10,411	10,931	11,478	12,052	12,654		
MGT	50758	Police Support Services Mgr	Band M19	7,707	11,463					
UCT	21555	Police Training Coordinator	4,853	5,096	5,350	5,618	5,899	6,194	6,504	
MGT	20680	Principal Engineer	Band M23	9,368	13,934					
MGT	20690	Principal Planner	Band M21	8,497	12,638					
ACE	50733	Program Assistant	4,083	4,287	4,501	4,726	4,963	5,211	5,471	
ACE	50734	Program Coordinator	4,853	5,096	5,350	5,618	5,899	6,194	6,504	
UCT	21680	Programmer Analyst I	5,099	5,354	5,621	5,902	6,198	6,507	6,833	
UCT	21681	Programmer Analyst II	5,628	5,909	6,205	6,515	6,841	7,183	7,542	
MGT	20686	Project Manager	Band M19	7,707	11,463					
SUP	80610	Property & Evidence Supervisor	5,099	5,354	5,621	5,902	6,198	6,507	6,833	
PAC	40630	Property & Evidence Tech I	3,435	3,606	3,787	3,976	4,175	4,384	4,603	
PAC	40631	Property & Evidence Tech II	3,791	3,981	4,180	4,389	4,608	4,839	5,081	
NSP	30250	Public Safety Dispatcher I	4,937	5,183	5,442	5,715	6,001	6,300	6,615	
NSP	30260	Public Safety Dispatcher II	5,442	5,715	6,001	6,300	6,616	6,946	7,294	
NSP	40090	Public Safety Shift Supervisor	6,317	6,633	6,964	7,312	7,678	8,062		
MGT	21335	Public Safety Systems Manager	Band M19	7,707	11,463					620

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MGT	40100	Public Sfty Communications Mgr	Band M20	8,092	12,036					
MGT	20500	Public Works Manager	Band M20	8,092	12,036					
SUP	80050	Public Works Supervisor		6,212	6,523	6,849	7,191	7,551	7,929	8,325
ACE	30750	Purchasing & Inv Control Coord		4,507	4,732	4,968	5,217	5,478	5,752	6,039
SUP	40250	Purchasing Supervisor		5,628	5,909	6,205	6,515	6,841	7,183	7,542
MGT	21340	Real Property Manager	Band M20	8,092	12,036					
ACE	81415	Recreation Coord - Tiny Tots		3,983	4,182	4,391	4,611	4,841	5,084	5,338
ACE	81411	Recreation Coordinator		3,983	4,182	4,391	4,611	4,841	5,084	5,338
SUP	50742	Recycling Program Supervisor		6,212	6,523	6,849	7,191	7,551	7,929	8,325
ACE	50740	Recycling Programs Spec I		4,619	4,850	5,093	5,347	5,615	5,895	6,190
ACE	50741	Recycling Programs Spec II		5,491	5,765	6,054	6,356	6,674	7,008	7,358
MGT	20001	Revenue Manager	Band M22	8,921	13,270					
UCT	20040	Risk & Safety Coordinator		4,974	5,223	5,484	5,758	6,046	6,349	6,666
MGT	20337	Risk & Safety Manager	Band M21	8,497	12,638					
UCT	20345	Safety & Training Specialist		5,491	5,765	6,054	6,356	6,674	7,008	7,358
UCT	82235	SCADA Engineer		8,997	9,447	9,919	10,415	10,936	11,483	12,057
ACE	21100	Sr Administrative Asst (clsfd)		3,608	3,789	3,978	4,177	4,386	4,605	4,836
UCT	21440	Sr Administrative Asst (UCT)		3,608	3,789	3,978	4,177	4,386	4,605	4,836
M&O	81315	Sr Cross Connection Technician		7,460	7,816	8,225	8,636	9,068	9,521	9,997
MGT	21220	Sr Deputy City Attorney	Band M27	11,386	16,937					
MGT	20877	Sr Engineer	Band M21	8,497	12,638					
ACE	50821	Sr Environmental Com Inspector		7,029	7,380	7,749	8,137	8,543	8,970	9,419
UCT	21331	Sr Executive Assistant		6,690	7,024	7,376	7,744	8,132	8,538	8,965
MGT	21080	Sr Human Resources Analyst	Band M17	6,990	10,398					
UCT	21590	Sr Legal Assistant		5,913	6,209	6,519	6,845	7,187	7,547	7,924
M&O	80681	Sr Maintenance Technician		4,783	5,022	5,273	5,537	5,814	6,105	6,410
MGT	20840	Sr Planner	Band M16	6,658	9,903					
PAC	40632	Sr Property & Evidence Tech		4,185	4,394	4,614	4,844	5,087	5,341	5,608
UCT	20347	Sr Safety Analyst		6,368	6,686	7,020	7,371	7,740	8,127	8,533
SUP	30150	Supervising Chemist		8,151	8,559	8,987	9,436	9,908	10,403	10,923
UCT	20823	Systems Analyst I		6,690	7,024	7,376	7,744	8,132	8,538	8,965
UCT	20825	Systems Analyst II		7,758	8,146	8,554	8,981	9,430	9,902	
UCT	20965	Telecommunications Specialist		4,974	5,223	5,484	5,758	6,046	6,349	

MGT	82233	Utilities Analyst	Band M17	6,990	10,398				
UCT	82230	Utilities Construction Coord		5,357	5,625	5,906	6,201	6,511	6,837
MGT	20683	Utilities Construction Mgr	Band M21	8,497	12,638				
UCT	81935	Utilities Maint Scheduler		6,857	7,200	7,560	7,938	8,335	8,752
ACE	30350	Utility Billing Technician		4,853	5,096	5,350	5,618	5,899	6,194
MGT	20880	Utility Environmental Prog Mgr	Band M19	7,707	11,463				
SUP	82280	Wastewater Coll Supervisor		7,952	8,350	8,767	9,206	9,666	10,149
M&O	82220	Wastewater Collections Tech I		4,783	5,022	5,273	5,537	5,814	6,105
M&O	82250	Wastewater Collections Tech II		5,280	5,544	5,821	6,112	6,418	6,738
MGT	20920	Wastewater Maintenance Mgr	Band M23	9,368	13,934				
MGT	20975	Wastewater Operations Mgr	Band M23	9,368	13,934				
SUP	82920	Wastewater Trmt Plnt Op Superv		9,453	9,925	10,422	10,943	11,490	12,064
M&O	82901	Wastewater Trt Plant Op Trnee		5,151	5,408	5,679	5,963	6,261	6,574
M&O	83000	Wastewater Trtmt Plt Oper I		5,686	5,970	6,268	6,582	6,911	7,257
M&O	82900	Wastewater Trtmt Plt Oper II		6,276	6,590	6,919	7,265	7,628	8,010
M&O	82910	Wastewater Trtmt Plt Oper III		6,927	7,274	7,638	8,019	8,420	8,841
MGT	20930	Water Distribution Mgr	Band M23	9,368	13,934				
SUP	82260	Water Distribution Sup		7,952	8,350	8,767	9,206	9,666	10,149
M&O	82620	Water Distribution Tech I		4,783	5,022	5,273	5,537	5,814	6,105
M&O	82640	Water Distribution Tech II		5,280	5,544	5,821	6,112	6,418	6,738
M&O	82600	Water Meter Reader		4,783	5,022	5,273	5,537	5,814	6,105
SUP	80051	Water Meter Services Sup		7,204	7,565	7,943	8,340	8,757	9,195
M&O	82650	Water Service Representative		5,025	5,277	5,540	5,817	6,108	6,414
MGT	20990	Water Treatment Plant Mgr	Band M23	9,368	13,934				
SUP	82750	Water Treatment Plant Op Sup		9,222	9,683	10,167	10,676	11,210	11,770
M&O	82800	Water Treatment Plant Oper I		5,686	5,970	6,268	6,582	6,911	7,257
M&O	82700	Water Treatment Plant Oper II		6,276	6,590	6,919	7,265	7,628	8,010
M&O	82720	Water Treatment Plant Oper III		6,927	7,274	7,638	8,019	8,420	8,841
M&O	82805	Water Treatment Plant Trainee		5,151	5,408	5,679	5,963	6,261	6,574
SUP	82751	Water Treatment Plt Maint Sup		9,931	10,428	10,949	11,497	12,071	12,675

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# STAFF REPORT

December 4, 2024  
File Number 0740-30

## SUBJECT

### FIRST AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT AND SECOND AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT

## DEPARTMENT

City Manager's Office and Human Resources

## RECOMMENDATION

1. Request that the City Council adopt Resolution No. 2024-184 authorizing the Mayor to execute, on behalf of the City of Escondido, a First Amendment to Employment Agreement with Sean McGlynn to continue serving as the City Manager; and
2. Request that the City Council adopt Resolution No. 2024-185 authorizing a Second Amendment to Employment Agreement with Michael R. McGuinness to continue serving as the City Attorney.

Staff Recommendation: Approval (Human Resources: Jessica Perpetua, Director of Human Resources)

Presenter: Jessica Perpetua, Director of Human Resources

**ESSENTIAL SERVICE** – No

**COUNCIL PRIORITY** – Increase Retention and Attraction of People and Businesses to Escondido

## FISCAL ANALYSIS

The First Amendment to the City Manager Employment Agreement ("First Amendment") increases the City Manager salary by 10%, or \$28,000 now and 6%, or \$18,480 in December 2025, to gradually catch up with market median salaries of City Managers, making a total base salary compensation \$308,000 now and \$326,480 in 2025. After serving for over three years as City Manager, no salary or benefit increases have been received, so this is a phased-in approach to get closer to market median. The First Amendment permits the City Manager to accrue vacation time at the rate of a ten (10) year accrual, consistent with City employee accrual rates and reflective of his cumulative experience as a City Manager. The First Amendment also increases management leave hours from 10 days per year to 11 days per year. Separation for convenience computation language was updated to reflect 1 year of base salary.

The Second Amendment to the City Attorney Employment Agreement ("Second Amendment") increases the City Attorney salary by 20% or \$48,500, making total base salary compensation \$290,000. The City Attorney has not received any salary or benefit increases for over 6 years, so this increase is reflective of



# CITY of ESCONDIDO

## STAFF REPORT

ongoing years of falling behind market median. The Second Amendment keeps life insurance at two times base salary, but adds a cap at \$500,000. The Second Amendment also reduces management leave days from 20 days per year to 16 days per year. The Second Amendment also updates the contract provisions related to state law to be consistent with the City Manager's agreement.

Both First and Second Amendments update a process for conducting future performance evaluations of the City Manager and City Attorney.

### PREVIOUS ACTION

Mr. McGlynn was appointed City Manager on June 29, 2021. On April 7, 2021, the underlying Employment Agreement to serve as City Manager was executed by the City and Mr. McGlynn.

Mr. McGuinness was appointed City Attorney on May 7, 2017. On June 20, 2018, the underlying First Amendment to serve as City Attorney was executed by the City and Mr. McGuinness.

### BACKGROUND

The City Manager and Attorney serve pursuant to the California Government Code, the Escondido Municipal Code and an Employment Agreement. The City Manager and City Attorney are the only two City employees who report directly to the City Council. Thus, their Employment Agreements implement the authorizing provisions of state law and the municipal code and provide the specific terms and conditions of employment, compensation, and benefits. This arrangement is typical for most California cities.

On October 23, 2024, and again on November 20, 2024, the City Council, in closed session and noticed pursuant to the Brown Act, conducted a performance review of the City Manager and City Attorney. The City Council being satisfied with their performance and desiring to continue their services, agreed to increase the salary by 10% for the City Manager effective December 4, 2024, and 6% in December 2025; increase from a 5-year vacation accrual rate to 10-year accrual rate; increase from 10 management leave days annually to 11 management leave days annually; and amend the separation for convenience computation language to reflect 1 year of base salary.

City Council agreed to increase City Attorney salary by 20% effective December 4, 2024; keep life insurance at 2 times annual salary, but place a cap at \$500,000; and reduce management leave from 20 days per year to 16 days per year.

Both amendments outline an annual performance evaluation process for City Manager and City Attorney. The City Attorney's older contract is also updating language required under state law to be consistent with the City Manager's underlying contract. No other changes are being made to the terms of the Employment Amendments.



# CITY *of* ESCONDIDO

## STAFF REPORT

The salary surveys conducted by the City's Human Resources Department showed that for full-time, appointed City Managers in the comparable labor market, the median salary is \$325,412. As a result, the 10% increase to base salary now and 6% increase to base salary in December 2025 and other adjustments to the agreement are a reasonable and justified way to get closer to market median over time.

Salary surveys for appointed City Attorneys showed that the median salary is \$290,080. The 20% base pay increase to reach market median and other adjustments to the agreement are reasonable and justified.

### RESOLUTIONS

- a) Resolution No. 2024-184
- b) Resolution No. 2024-184 – Exhibit "A" – First Amendment to Employment Agreement
- c) Resolution No. 2024-185
- d) Resolution No. 2024-185 – Exhibit "A" – Second Amendment to Employment Agreement

## RESOLUTION NO. 2024-184

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A FIRST AMENDMENT TO EMPLOYMENT AGREEMENT WITH THE CITY MANAGER

WHEREAS, the Escondido City Manager, serves the City of Escondido pursuant to an Employment Agreement with the City; and

WHEREAS, the City Council has surveyed the median salaries for full time, appointed city managers in the comparable labor market and desire to (1) increase the City Manager's salary by 10% now and 6% in December 2025 to be more comparable with such other City Managers; (2) advance from the 5-year vacation accrual to 10-year vacation accrual; (3) revise the performance evaluation process; (4) revise the computation for payout upon termination; and (5) increase management leave from 10 days per year to 11 days per year.

WHEREAS, the City Council desires and deems it in the best public interest to provide for the ongoing employment of Sean McGlynn to serve as the City Manager pursuant to an Agreement governing the terms and conditions by which he shall serve as City Manager; and

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

1. That the above recitations are true.
2. That the Mayor is hereby authorized to execute, on behalf of the City, a First Amendment to the Employment Agreement with Sean McGlynn to serve as the City Manager (attached and incorporated by this reference as Exhibit "A").



CITY OF ESCONDIDO  
AT WILL EMPLOYMENT AGREEMENT  
FIRST AMENDMENT

Between: CITY OF ESCONDIDO  
201 N. Broadway  
Escondido, California 92025  
("Employer")

And: Sean McGlynn  
201 N. Broadway  
Escondido, CA 92025  
("Employee")

RECITALS

- A. On April 7, 2021, Employer and Employee entered into an Employment Agreement ("Agreement") for Employee to serve as City Manager for Employer as provided for by the California Government Code and Chapter 2, Article 3 of the Escondido Municipal Code; and
- B. It is the desire of the Employer to provide certain benefits and establish certain conditions of employment of the Employee for the purpose of securing and retaining the services of the Employee; and
- C. Employer and Employee wish to enter into a First Amendment to the Agreement providing for Employee to continue serving as the City Manager for the Employer; and
- D. Employee desires to continue to be employed as the City Manager for the City of Escondido; and
- E. It is the mutual intent of the parties to amend the Agreement effective December 4, 2024.

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NOW THEREFORE, in consideration of the mutual covenants set forth below, the parties agree as follows:

1. Section 2(D)(1) of the Agreement (“Performance Evaluation”) shall be amended to read as follows:

The City Council recognizes that for the City Manager to respond to the City’s needs and to grow in the performance of the City Manager’s job, the City Manager needs to know how the City Council members evaluate the City Manager’s performance. To assure that the City Manager gets this feedback, the City Council shall review and evaluate the performance of the City Manager and City Attorney commencing in July of each year. The City Council shall work with the Human Resources Director to retain an outside facilitator, with at least five years’ experience in executive evaluations, to conduct the evaluation process. The facilitator will also assist in developing mutually agreed-upon goals and performance objectives for the upcoming year.

At the time of the annual evaluation, the City Council shall in good faith consider performance-based salary adjustments, based upon comparable compensation packages made available to these executive positions from the other cities in San Diego County and other agencies used for city labor negotiations.

2. Section 3(A)(1)(a) of the Agreement (“Base Salary”) shall be amended to read as follows:

The annual Base Salary for the position of City Manager shall be three hundred eight thousand dollars (\$308,000) effective December 4, 2024, and thereafter three hundred twenty six thousand four hundred eighty dollars (\$326,480) effective December 1, 2025.

3. Section 3(B)(2)(a) of the Agreement (“Basic Benefits”) shall be amended to read as follows:

A vacation leave bank of one hundred and twenty (120) hours. Thereafter, the City Manager shall accrue vacation leave hours commencing at the same rate as City employees who have been working for the City for ten (10) or more years and progressing according to the schedule for city employees generally thereafter. The

City Manager may accrue up to the maximum leave balance as permitted under existing City policy for a ten (10) year or more City employee. The City Manager may convert vacation leave hours to cash at the same rate and at the same times as City Executive Management employees. The City Manager shall be paid for any unused accrued vacation hours upon either voluntary or involuntary termination of employment.

- 4. Section 3(B)(2)(c) of the Agreement (“Basic Benefits”) shall be amended to read as follows:

Eleven (11) days of Management Leave. The City Manager shall thereafter receive eleven (11) days of Management Leave annually. The Management Leave hours do not carry from one Fiscal Year to the next and will expire at the close of each Fiscal Year if unused. The City Manager may cash out the Management Leave hours in whole or in part at the times established for all City employees.

- 5. Section 5(C)(1) of the Agreement (“Computation”) shall be amended to read as follows:

The City shall offer to the City Manager, for a termination occurring after the Effective Date of this Agreement, to pay an amount equal to one (1) year of his Base Salary. Such severance benefit shall be paid in addition to payment of any accrued vacation or management leave otherwise payable to the City Manager.

- 6. Except as expressly identified above, all other terms and conditions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the City of Escondido has caused this Agreement to be signed and executed on its behalf by its Mayor as authorized by Resolution No. 2024-184, and Employee has signed and executed this Agreement set forth below.

On Behalf of Employer

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

\_\_\_\_\_  
Dane White  
Mayor

On Behalf of Employee

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

\_\_\_\_\_  
Sean McGlynn  
Employee

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY  
Michael R. McGuinness, City Attorney

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

## RESOLUTION NO. 2024-185

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A SECOND AMENDMENT TO EMPLOYMENT AGREEMENT WITH THE CITY ATTORNEY

WHEREAS, the Escondido City Attorney, serves the City of Escondido pursuant to an Employment Agreement with the City; and

WHEREAS, the City Council has surveyed the median salaries for full time, appointed city attorneys in the comparable labor market and desires to (1) increase the City Attorney's salary to be more comparable with such other City Attorneys; (2) place a cap on life insurance at \$500,000; (3) revise the performance evaluation process; (4) update language in the employment agreement regarding Government Code § 53243 *et. seq.*; and (5) reduce management leave hours from 20 days annually to 16 days annually; and

WHEREAS, the City Council desires and deems it in the best public interest to provide for the ongoing employment of Michael R. McGuinness to serve as the City Attorney pursuant to an Agreement governing the terms and conditions by which he shall serve as City Attorney; and

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

1. That the above recitations are true.
2. That the Mayor is hereby authorized to execute, on behalf of the City, a Second Amendment to the Employment Agreement with Michael R. McGuinness to serve as the City Attorney (attached and incorporated by this reference as Exhibit "A").



CITY OF ESCONDIDO  
AT WILL EMPLOYMENT AGREEMENT  
SECOND AMENDMENT

Between: CITY OF ESCONDIDO  
201 N. Broadway  
Escondido, California 92025  
("Employer")

And: Michael R. McGuinness, Esq.  
201 N. Broadway  
Escondido, CA 92025  
("Employee")

RECITALS

- A. On May 10, 2017, Employer and Employee entered into an At Will Employment Agreement, including an Attachment "A" ("Agreement" and "Agreement Attachment A"), for Employee to serve as City Attorney for Employer as provided by the California Government Code and Chapter 2, Article 4 of the Escondido Municipal Code. Thereafter, on June 20, 2018, Employer and Employee entered into a First Amendment to the Agreement ("2018 Agreement"); and
- B. It is the desire of the Employer to provide certain benefits and establish certain conditions of employment of the Employee for the purpose of securing and retaining the services of the Employee; and
- C. Employee desires to continue to be employed as the City Attorney for the City of Escondido; and
- D. It is the mutual intent of the parties to enter into a Second Amendment to the Agreement and 2018 Agreement effective December 4, 2024.

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NOW, THEREFORE, in consideration of the mutual covenants set forth below, the parties agree as follows:

1. Section 3(a) of the Agreement (“Salary and Benefits”) shall be amended to read as follows:

Employer will pay Employee a base salary of \$290,000 per year (“Salary”). Such Salary shall be payable at the time as other employees of Employer are paid.

2. Section 6 of the Agreement (“Management Leave”) shall be amended to read as follows:

In addition to Employee’s entitlement to holiday and vacation leave on the same basis as is available to other management employees generally in accordance with Section 3(c) of this Agreement, Employee shall be entitled to sixteen (16) days of management leave annually. Management leave granted pursuant to this provision shall be in lieu of any other management leave available to members of the City management team generally.

3. Section 8 of the Agreement (“Evaluation”) shall be amended to read as follows:

The City Council recognizes that for the City Attorney to respond to the City’s needs and to grow in the performance of the City Attorney’s job, the City Attorney needs to know how the City Council members evaluate the City Attorney’s performance. To assure that the City Attorney gets this feedback, the City Council shall review and evaluate the performance of the City Manager and City Attorney commencing in July of each year. The City Council shall work with the Human Resources Director to retain an outside facilitator, with at least five years’ experience in executive evaluations, to conduct the evaluation process. The facilitator will also assist in developing mutually agreed-upon goals and performance objectives for the upcoming year.

At the time of the annual evaluation, the City Council shall in good faith consider performance-based salary adjustments, based upon comparable compensation packages made available to these executive positions from the other cities in San Diego County and other agencies used for city labor negotiations.

4. Section 10. General Provisions shall be amended to add as follows:
  - (g) Provisions of Government Code Section 53243, et. seq.
    - a. In the event that the City provides paid leave to City Attorney pending an investigation of a crime involving abuse of his office or position covered by Government Code section 53243, and should that investigation lead to either a criminal conviction or a civil or administrative penalty by the FPPC or any similarly authorized agency, City Attorney shall fully reimburse the City for any salary provided for that purpose.
    - b. In the event that the City provides funds for the legal criminal defense of City Attorney pending an investigation of a crime involving abuse of his office or position covered by Government Code section 53243, and should that investigation lead to either a criminal conviction or a civil or administrative penalty by the FPPC or any similarly authorized agency, City Attorney shall fully reimburse the City for any funds provided for that purpose.
    - c. In the event that the City provides City Attorney with severance, or any other type of cash settlement related to the termination of City Attorney, and City Attorney subsequently is convicted of a crime, or subjected to civil or administrative penalties, resulting from abuse of his office or position covered by Government Code section 53243, City Attorney shall fully reimburse the City for any such severance or cash settlement.
    - d. This provision shall not be interpreted or construed as creating a contractual obligation on the City to provide paid leave, a legal criminal defense or cash settlement related to an investigation or termination of the City Attorney.
5. Agreement Attachment A shall be amended to modify only the amount of Life Insurance as follows: "Two times annual salary, capped at \$500,000." All other terms of Agreement Attachment A shall remain the same.

6. Except as expressly identified above, all other terms and conditions of the Agreement as amended by the 2018 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Escondido has caused this Agreement to be signed and executed on its behalf by its Mayor as authorized by Resolution No. 2024-185, and Employee has signed and executed this Agreement set forth below.

On Behalf of Employer

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

\_\_\_\_\_  
Dane White  
Mayor

On Behalf of Employee

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

\_\_\_\_\_  
Michael R. McGuinness  
City Attorney

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY  
Michael R. McGuinness, City Attorney

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

KEY-

CONSENT CALENDAR CURRENT BUSINESS

PUBLIC HEARING WORKSHOP PROCLAMATION

Item23.



# CITY of ESCONDIDO

FUTURE AGENDA

12/11/2024 - INSTALLATION CEREMONY

CURRENT BUSINESS - (Z. BECK) - CERTIFICATION OF NOVEMBER 5, 2024 GENERAL MUNICIPAL ELECTION RESULTS

CURRENT BUSINESS - (Z. BECK) - DEPUTY MAYOR APPOINTMENT

CURRENT BUSINESS - (Z. BECK) - COUNCIL SUBCOMMITTEE AND REGIONAL APPOINTMENTS

12/18/2024 - NO MEETING (WINTER BREAK)

12/25/2024 - NO MEETING (WINTER BREAK)