



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, MARCH 02, 2022

4:00 PM - Closed Session

5:00 PM - Regular Session

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

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

Paul McNamara

DEPUTY MAYOR

Tina Inscoe (District 2)

COUNCILMEMBERS

Consuelo Martinez (District 1)

Joe Garcia (District 3)

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



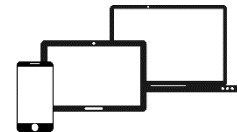
201 N. Broadway

On TV



Cox Cable Channel 19 and U-verse Channel 99

Online



www.escondido.org



CITY of ESCONDIDO

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WEDNESDAY, MARCH 02, 2022

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



<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, MARCH 02, 2022

CLOSED SESSION

4:00 PM

CALL TO ORDER

1. Roll Call: Garcia, Inscoe, Martinez, Morasco, McNamara

ORAL COMMUNICATIONS

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

CLOSED SESSION

- I. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (Government Code section 54956.9(d)(2))**
 - a. Matter of Potential Litigation by Rincon Band of Luiseno Indians
- II. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (Government Code section 54956.9(d)(4))**
 - a. Matter of Potential Litigation against YMCA
- III. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code section 54956.9(d)(1))**
 - a. Case Name: City of Escondido v. Robin L. Patterson, et. al.
Case No.: San Diego Superior Court Case No. 37-2022-00004144-CU-BC-NC
 - b. Case Name: Citizen's Development Corporation, Inc. v. County of San Diego, et. al.
Case No.: US District Court Case No. 12-CV-00334 GPC (KSC)
 - c. Case Name: Building Industry Association of San Diego County v. City of Escondido
Case No.: San Diego Superior Court Case No. 37-2021-00008423-CU-MC-NC
 - d. Case Name: Touchstone MF Fund I, LLC v. City of Escondido
Case No.: San Diego Superior Court Case No. 37-2020-00020856-CU-BC-NC

ADJOURNMENT



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, MARCH 02, 2022

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: Garcia, Inscoc, Martinez, Morasco, McNamara

PRESENTATIONS

North County Family Justice Center Presentation

Education Compact: 5 Best Retailers Awards

CLOSED SESSION REPORT

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.

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, MARCH 02, 2022

2. APPROVAL OF WARRANT REGISTER (COUNCIL) -

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

- a. 360048 – 360150 dated January 26, 2022
- b. 360254 – 360502 dated February 2, 2022
- c. 360503 – 360746 dated February 9, 2022
- d. 360747 – 361016 dated February 16, 2022

Staff Recommendation: Approval (Finance Department: Christina Holmes)

3. APPROVAL OF MINUTES: Regular meetings of January 26, 2022 and February 2, 2022

4. CALIFORNIA LIBRARY LITERACY SERVICES ESL GRANT \$52,000 -

Request the City Council approve Resolution 2022-30, authorizing the Deputy City Manager / Director of Communications & Community Services, or her designee, to receive grant funds and execute on its behalf, grant related documents necessary for the completion of the English as a Second Language Services.

Staff Recommendation: Approval (Communications & Community Services: Joanna Axelrod)

Presenter: Joanna Axelrod

- a. Resolution No. 2022-30

5. FISCAL YEAR 2020 URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM AND BUDGET ADJUSTMENT -

Request the City Council approve a Fiscal Year 2020 Urban Area Security Initiative (“UASI”) Grant Award Amendment in the amount of \$85,230; authorize the Fire Chief or his designee to execute grant documents on behalf of the City of Escondido (“City”); and approve budget adjustments needed to spend grant funds.

Staff Recommendation: Approval (Fire Department: Rick Vogt)

Presenter: Rick Vogt



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

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- 6. OUT OF AGENCY SERVICE AGREEMENTS FOR 2509 FELICITA ROAD AND 450 BEAR VALLEY PARKWAY -**
Request the City Council approve (1) Resolution No. 2022-35, making application to the Local Agency Formation Commission (“LAFCO”) for an out-of-agency service agreement and authorizing the mayor to execute said agreement, establishing a pre-zoning designation of RE-20, and authorizing submittal of an annexation application to LAFCO for a property located at 2509 Felicita Road and (2) approve Resolution No. 2022-36, making application to LAFCO for an out of agency service agreement and authorizing the mayor to execute said agreement, and establishing a pre-zoning designation of RE-20 for a property located at 450 Bear Valley Parkway.

Staff Recommendation: Approval (Community Development Department: Adam Finestone)

Presenter: Adam Finestone

- a. Resolution No. 2022-35
- b. Resolution No. 2022-36

- 7. APPROVAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR POLICE SERGEANT FRED CHEATHAM-**

Request the City Council approve the California Public Employees’ Retirement System (“CalPERS”) Industrial Disability Retirement for Police Sergeant Fred Cheatham.

Staff Recommendation: Approval (Human Resources Department: Jessica Perpetua)

Presenter: Jessica Perpetua

- a. Resolution No. 2022-37

- 8. APPROVAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR POLICE OFFICER ROY F. HUSTON JR. -**

Request the City Council approve the California Public Employees’ Retirement System (CalPERS) Industrial Disability Retirement for Police Officer Roy F. Huston Jr.

Staff Recommendation: Approval (Human Resources Department: Jessica Perpetua)

Presenter: Jessica Perpetua

- a. Resolution No. 2022-38



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

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9. APPROVAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR POLICE CAPTAIN JUSTIN F. MURPHY-

Request the City Council approve the California Public Employees' Retirement System ("CalPERS") Industrial Disability Retirement for Police Captain Justin F. Murphy.

Staff Recommendation: Approval (Human Resources Department: Jessica Perpetua)

Presenter: Jessica Perpetua

a. Resolution No. 2022-39

10. CITYWIDE FIREWALL REPLACEMENT -

Request the City Council approve to adopt Resolution No. 2022-40 authorizing the Deputy City Manager/ Director of Information Systems, or his designee, to procure and establish a citywide firewall replacement.

Staff Recommendation: Approval (Information Systems Department: Rob Van De Hey)

Presenter: Ken Conradie

a. Resolution No. 2022-40

CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)

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

11. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING AMENDMENTS TO THE ESCONDIDO MUNICIPAL CODE FOR THE SELECTION PROCESS AND TERMS AND COMPOSITION OF VARIOUS CITY AND INTERAGENCY BOARDS AND COMMISSIONS -

Approved on December 15, 2021 with a vote of 5/0.

a. Ordinance No. 2021-14R (Second Reading and Adoption)



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, MARCH 02, 2022

PUBLIC HEARINGS

12. RESOLUTION OF FORMATION FOR COMMUNITY FACILITIES DISTRICT (CFD) 2022-1 (ECLIPSE AND MOUNTAIN HOUSE) -

Request that the City Council hold a public hearing and approve to adopt Resolution No. 2022-10 establishing Community Facilities District (“CFD”) 2022-1, and Resolution No. 2022-11 determining the necessity to incur bonded indebtedness for the Eclipse and Mountain House Projects. Further recommendations include adoption of Resolution No. 2022-12 certifying election results, and Resolution No. 2022-14 annexing the project as Zone 2020-6 of the Citywide Services CFD 2020-1. Finally, it is recommended that Ordinance No. 2022-03 be introduced for first reading.

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

Presenter: Julie Procopio

- a. Resolution No. 2022-10
- b. Resolution No. 2022-11
- c. Resolution No. 2022-12
- d. Resolution No. 2022-14
- e. Ordinance No. 2022-03 (First Reading and Introduction)

13. DEVELOPMENT AGREEMENT AND MAJOR PLOT PLAN FOR THE VIA PORTOFINO APARTMENT PROJECT (ADM 18-0225 AND PL 22-0021) -

Request the City Council (1) adopt Ordinance No. 2022-04, approving a Development Agreement for the Via Portofino apartment project and (2) approve Resolution No. 2022-31, approving a Major Plot Plan for the Via Portofino apartment project.

Staff Recommendation: Approval (Community Development Department: Adam Finestone)

Presenter: Adam Finestone

- a. Resolution No. 2022-31
- b. Ordinance No. 2022-04 (First Reading and Introduction)



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

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14. RECOMMENDED REDISTRICTING PLAN OF THE ESCONDIDO INDEPENDENT REDISTRICTING COMMISSION -

Request the City Council receive and file a report on the Recommended Redistricting Plan.

Staff Recommendation: Receive and File (City Clerk's Office: Zack Beck)

Presenter: Zack Beck

CURRENT BUSINESS

15. BUILDING FORWARD LIBRARY INFRASTRUCTURE PROGRAM GRANT \$10 MILLION -

Request the City Council approve Resolution authorizing the Deputy City Manager/Director of Communications & Community Services to submit an application to the California State Library for \$10 million in funding through the Building Forward Library Infrastructure Program Grant and complete all necessary documentation to receive and spend funds should they be awarded.

Staff Recommendation: Approval (Communications & Community Services: Joanna Axelrod)

Presenter: Joanna Axelrod

a. Resolution No. 2022-32

16. TREASURER'S INVESTMENT STRATEGY CHANGE -

Request the City Council approve to adopt Resolution No. 2022-42 authorizing the City Treasurer to terminate the investment contract with PFM and approve the budget adjustment for investment software in the amount of \$7,000.

Staff Recommendation: Approval (City Treasurer: Douglas Shultz)

Presenter: Douglas Shultz

a. Resolution No. 2022-42

FUTURE AGENDA

17. FUTURE AGENDA

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

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, MARCH 02, 2022

CITY MANAGER'S WEEKLY ACTIVITY REPORT

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety, and Community Development. This report is also available on the City's website, www.escondido.org.

ORAL COMMUNICATIONS

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ADJOURNMENT

UPCOMING MEETING SCHEDULE

Wednesday, March 16, 2022	4:00 & 5:00 PM	Regular Meeting, <i>Council Chambers</i>
Wednesday, March 23, 2022	4:00 & 5:00 PM	Regular Meeting, <i>Council Chambers</i>

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.



AFFIDAVITS
OF
ITEM
POSTING



STAFF REPORT

March 2, 2022
File Number 0400-40

SUBJECT

APPROVAL OF WARRANTS

DEPARTMENT

Finance

RECOMMENDATION

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

360048 – 360150 dated January 26, 2022
360254 – 360502 dated February 2, 2022
360503 – 360746 dated February 9, 2022
360747 – 361016 dated February 16, 2022

Staff Recommendation: Approval (Finance Department: Christina Holmes)

FISCAL ANALYSIS

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

January 20 – January 26, 2022, is \$10,299,797.67
January 27 – February 2, 2022, is \$1,960,142.67
February 3 – February 9, 2022, is \$2,688,684.29
February 10 – February 16, 2022, is \$4,887,394.64

BACKGROUND

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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

REGULAR SESSION

5:00 PM Regular Session

January 26, 2022

MOMENT OF REFLECTION

Zack Beck

FLAG SALUTE

Mike McGuinness

CALL TO ORDER

Roll Call: Garcia, Inscoe, Martinez, Morasco, McNamara

PRESENTATIONS

Review of Community Opinion Survey Results

ORAL COMMUNICATIONS

None.

CONSENT CALENDAR

Motion to approve all Consent Calendar items: Martinez; Second: Morasco; Approved: 5-0

1. **AFFIDAVITS OF PUBLICATION, MAILING, AND POSTING (COUNCIL/RRB) -**
2. **APPROVAL OF WARRANT REGISTER (COUNCIL) -**
Request the City Council approve the City Council and Housing Successor Agency warrant numbers:
 - a. 359554– 359740 dated January 5, 2022
 - b. 359741 – 359906 dated January 12, 2022

Staff Recommendation: Approval (Finance Department: Christina Holmes)

3. **APPROVAL OF MINUTES: Regular Meeting of January 12, 2022**



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

4. RESOLUTION OF INTENTION TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2022-1 (ECLIPSE AND MOUNTAIN HOUSE) -

Request the City Council approve declaring its intent to establish Community Facilities District (“CFD”) No. 2022-1 to fund public facilities related costs for the Eclipse and Mountain House Projects (“Projects”) and setting a public hearing date of March 2, 2022. It is further recommended that the City Council approve Resolution No. 2022-08, declaring its intent to incur bond indebtedness, and approve a Funding Agreement by and among CWC Escondido 113, LLC, TTLC CALWEST, LLC (collectively, the “Developers”) and the City regarding the acquisition and funding of public facilities resulting from the development of the CFD. (File Number 0685-20)

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

a. Resolution No. 2022-02

b. Resolution No. 2022-08

5. LOCAL ASSISTANCE GRANT FOR ORGANICS RECYCLING PROGRAM -

Request the City Council approve authorizing the Director of Utilities, or his/her designee, to submit an application to CalRecycle for the SB 1383 Local Assistance Grant. This grant would support the implementation and administration of Escondido's new organics recycling program. (File Number 0480-70)

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

a. Resolution No. 2022-19

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.)

6. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING CHAPTER 32 OF THE MUNICIPAL CODE PERTAINING TO SUBDIVISIONS -

Approved on January 12, 2022 with a vote of 5/0.

a. Ordinance No. 2022-02 (Second Reading and Adoption)



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

PUBLIC HEARINGS

7. REVIEW AND RE-AFFIRM COMMUNITY DEVELOPMENT PRIORITIES OF THE FISCAL YEAR 2020-2024 CONSOLIDATED PLAN AND APPROVE ALLOCATION PROCESS FOR FISCAL YEAR 2022-2023 CBDG AND ESG FUNDING -

Request the City Council review and re-affirm the community development and homeless priorities of the fiscal year 2020-2024 Consolidated Plan, and provide guidance on an allocation process for fiscal year 2022-2023 Community Development Block Grant (“CDBG”) and Emergency Solutions Grant (“ESG”) funds, and authorize the release of Requests for Proposals for the use of CDBG and ESG funds. (File Number 0260-45)

Staff Recommendation: Provide Direction (Community Development Department: Adam Finestone)

CURRENT BUSINESS

8. MANAGEMENT AND CONCESSION CONTRACT FOR REIDY CREEK GOLF COURSE -

Request the City Council approve authorizing staff to move forward with issuing a Request for Proposals (“RFP”) for the management of the Reidy Creek Golf Course and Concessions. (File Number 0470-32)

Staff Recommendation: Approval (Communications and Community Services Department: Danielle Lopez)

9. ESCONDIDO CREEK TRAIL EXPANSION AND RENOVATION PROJECT UPDATE -

Request the City Council receive and file an update on the progress of the Escondido Creek Trail Expansion and Renovation Project (“Project”) funded through an \$8.5 million Prop 68 grant. (File Number 0480-70)

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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

10. AUTHORIZING A SECOND AMENDMENT TO THE ESCONDIDO-VISTA WATER FILTRATION JOINT POWERS AGREEMENT, AND AUTHORIZING THE TRANSFER OF OWNERSHIP OF CERTAIN RAW WATER COMVEYANCE FACILITIES -

Request the City Council approve authorizing the Mayor to execute, on behalf of the City of Escondido: (1) a Second Amendment to the Escondido-Vista Water Filtration Joint Powers Agreement (JPA); (2) an Assignment and Assumption Agreement; (3) a Quitclaim Deed; and (4) a Bill of Sale. (File Number 1320-55; 0600-10, A-0511)

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

a. Resolution No. 2022-05

Motion: Garcia; Second: Martinez; Approved: 5-0

WORKSHOP

11. CALPERS PENSION FUNDING WORKSHOP -

Request the City Council receive and file information on the City’s California Public Employees Retirement System pension obligations. (File Number 0460-20)

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

ORAL COMMUNICATIONS

None.

FUTURE AGENDA

12. 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

Councilmember Martinez - Attended an Air Pollution Control District Board Meeting.

Councilmember Garcia - Health Fair and Vaccination Clinic at the North County Live Well Center on January 30, 2022. Received positive feedback from the community regarding City Clerk Zack Beck.



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Councilmember Morasco – Expressed appreciation for City staff

Deputy Mayor Inscoe - Attended San Dieguito River Park JPA Meeting.

Mayor McNamara - Attended NCTD meeting.

CITY MANAGER’S WEEKLY ACTIVITY REPORT

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety, and Community Development. This report is also available on the City’s website, www.escondido.org.

ADJOURNMENT

Mayor McNamara adjourned the meeting at 8:24 p.m.

MAYOR

CITY CLERK



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

REGULAR SESSION

5:00 PM Regular Session

February 2, 2022

MOMENT OF REFLECTION

Zack Beck

FLAG SALUTE

Mike McGuinness

CALL TO ORDER

Roll Call: Garcia, Inscoe, Martinez, Morasco, McNamara

PRESENTATION

City of Escondido Independent Redistricting Commission Update

ORAL COMMUNICATIONS

None.

CONSENT CALENDAR

Motion to approve all consent calendar item: Morasco; Second: Martinez; 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 the City Council approve the City Council and Housing Successor Agency warrant numbers:

- a. 359907 – 360047 dated January 19, 2022.

Staff Recommendation: Approval (Finance Department: Christina Holmes)

3. **APPROVAL OF MINUTES: None Scheduled**

4. **ANNUAL STATE MANDATED INSPECTION COMPLIANCE REPORT -**

Request the City Council approve acknowledging the Fire Department's report of compliance with annual State mandated inspections. (File Number 0320-10)

Staff Recommendation: Approval (Fire Department: Rick Vogt)

Presenter: Rick Vogt

- a. Resolution No. 2022-01

5. **TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED DECEMBER 31, 2021 -**

Request the City Council receive and file the Quarterly Investment Report for the quarter ended December 31, 2021. (File Number 0490-55)

Staff Recommendation: Receive and File (City Treasurer: Douglas Shultz)

Presenter: Douglas Shultz

6. **NOTICE OF COMPLETION FOR GATEWAY GRAND PROJECT (ENG 16-0029; SUB16-0001) LOCATED AT 700 WEST GRAND AVENUE -**

Request the City Council approve to accept the Public Improvements and authorize staff to file a Notice of Completion ("NOC") for the Gateway Grand Project. (File Number 0910-20)

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

Presenter: Julie Procopio

- a. Resolution No. 2022-20



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

7. NOTICE OF COMPLETION FOR LEXUS OVERFLOW PARKING LOT (ENG 19-0002) LOCATED AT 1528 & 1551 TANGLEWOOD LANE -

Request the City Council approve to accept the Public Improvements and authorize staff to file a Notice of Completion (“NOC”) for the Lexus Overflow Parking Lot (“Project”). (File Number 0910-20)

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

Presenter: Julie Procopio

a. Resolution No. 2022-21

8. APPROVAL OF A CHANGE ORDER TO COMPLETE ADDITIONAL WORK FOR THE 2021 STREET REHABILITATION AND MAINTENANCE PROJECT –

Request the City Council approve to authorize a change order to the 2021 Street Rehabilitation and Maintenance Project – Phase 2 (“Project”) in the amount of \$320,141.67 to add pavement resurfacing along Country Club Lane to complete resurfacing outside of the Canopy Grove project limits of work and perform pavement repairs for a water main break on Sunset Drive. (File Number 0910-20)

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

Presenter: Julie Procopio

a. Resolution No. 2022-22

9. DENIAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR POLICE SERGEANT PAUL F. WOODWARD –

Request the City Council approve denying the California Public Employees’ Retirement System (“CalPERS”) Industrial Disability Retirement for Police Sergeant Paul F. Woodward. (File Number 0170-57)

Staff Recommendation: Approval (Human Resources Department: Jessica Perpetua)

Presenter: Jessica Perpetua

a. Resolution No. 2022-23



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

10. CITY BUSINESS LICENSE TAX RECIPROCAL AGREEMENT WITH FRANCHISE TAX BOARD -

Request the City Council approve authorizing the Mayor or his designee to execute an agreement with the State of California Franchise Tax Board (FTB) to renew and continue the City's participation in the FTB City Business Tax Program. (File Number 0600-10)

Staff Recommendation: Approval (Information Systems Department: Rob Van De Hey)

Presenter: Rob Van De Hey

a. Resolution No. 2022-27

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.)

CURRENT BUSINESS

11. FINANCIAL STATUS REPORT FOR THE FISCAL YEAR 2021/22 SECOND QUARTER ENDING DECEMBER 31, 2021 AND BUDGET ADJUSTMENT -

Request the City Council receive and file the second quarter financial report and approve a budget adjustment to amend the fiscal year 2021/22 operating budget. (File Number 0430-80)

Staff Recommendation: Approval (Finance Department: Christina Holmes)

Presenter: Christina Holmes

Motion: Garcia; Second: Inscoe; Approved 5-0

FUTURE AGENDA

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

CITY MANAGER'S WEEKLY ACTIVITY REPORT

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety, and Community Development. This report is also available on the City's website, www.escondido.org.

ORAL COMMUNICATIONS

None.

ADJOURNMENT

Mayor McNamara adjourned the meeting at 6:03 p.m.

MAYOR

CITY CLERK



STAFF REPORT

March 2, 2022
File Number 0480-70

SUBJECT

CALIFORNIA LIBRARY LITERACY SERVICES ESL GRANT \$52,000 -

DEPARTMENT

Communications & Community Services

RECOMMENDATION

Request the City Council approve Resolution 2022-30, authorizing the Deputy City Manager / Director of Communications & Community Services, or her designee, to receive grant funds and execute on its behalf, grant related documents necessary for the completion of the English as a Second Language Services.

Staff Recommendation: Approval (Communications & Community Services: Joanna Axelrod)

Presenter: Joanna Axelrod

FISCAL ANALYSIS

There is no matching requirement or impact to the General Fund.

PREVIOUS ACTION

None.

BACKGROUND

The FY 2021-22 State budget included one-time California Library Literacy Services funding of \$15 million for English as a Second Language (“ESL”) Services. These funds will be allocated over a five-year period. The state library has awarded the Escondido Public Library \$52,000 in Year 1 funding, and we anticipate receiving the same funding level for the next four years.

This funding is separate from the funding received already in support of the Adult Literacy and Families for Literacy programs and will be used to establish an ESL program beginning in June 2022. Funds will be used to purchase ESL learning materials and supporting technology, hire dedicated part-time ESL staff, and conduct staff training. Programming will focus on small group instruction via ESL instructors, trained volunteer tutors with tailored learning instruction focused around learner goals, and in-person or virtual offerings to meet the community’s needs. It is anticipated that this service, provided free to participants, will impact 60 community members in the first year by helping to facilitate better verbal and written



CITY *of* ESCONDIDO

STAFF REPORT

communication and language comprehension skills, engaging with a wider portion of the community to educate them on the services and materials offered by the library, and supporting the achievement of learner goals which include but are not limited to the pursuit of higher education, registering to vote, passing college entrance exams, and earning higher-paid jobs.

RESOLUTIONS

- a. Resolution No. 2022-30

ATTACHMENTS

- a. Attachment "1" - Budget Adjustment

RESOLUTION NO. 2022-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF CALIFORNIA LIBRARY LITERACY SERVICES ENGLISH AS A SECOND LANGUAGE GRANT FUNDS, AND THE EXECUTION, ON BEHALF OF THE CITY, OF GRANT-RELATED DOCUMENTS

WHEREAS, the Escondido Public Library is a current recipient of California Library Literacy Services grant funding; and

WHEREAS, in June 2021 the California Legislature approved one-time California Library Literacy Services funding of \$15 million for English as a Second Language Services. These funds will be allocated over a five-year period and the State Library has awarded Escondido Public Library \$52,000 in Year 1 funding; and

WHEREAS, the City of Escondido desires to strengthen the library's capacity to deliver high-quality English as a Second Language services, help adults develop confidence and skills in their verbal and written communication; and achieve personal goals such as the pursuit of higher education.

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

1. That the above recitations are true.
2. That the City Council authorizes the Deputy City Manager / Director of Communications and Community Services, or her designee, to receive grant funds and execute, on its behalf, grant-related documents necessary for the completion of the aforementioned program.



STAFF REPORT

March 02, 2022
File Number 0480-70

SUBJECT

FISCAL YEAR 2020 URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM AND BUDGET ADJUSTMENT -

DEPARTMENT

Fire

RECOMMENDATION

Request the City Council accept a FY 2020 Urban Area Security Initiative (“UASI”) Grant Award Amendment in the amount of \$85,230; authorize the Fire Chief or his designee to execute grant documents on behalf of the City of Escondido (“City”); and approve budget adjustments needed to spend grant funds (see Attachment “1”).

Staff Recommendation: Approval (Fire Department: Rick Vogt)

Presenter: Rick Vogt

FISCAL ANALYSIS

The UASI program provides funding to support regional efforts to prevent, mitigate, respond to, and recover from acts of terrorism or disaster. On August 25, 2021, the City Council accepted the FY2020 UASI grant award in the amount of \$70,481, a portion of this award, (\$50,000) was designated to fund the Computer Aided Dispatch CAD to CAD system (“the Project”). The total cost for the Project will be \$192,230. The FY2020 UASI grant amendment will increase the funding available for the Project in the amount of \$85,230. The City will be applying for the FY2021 UASI funding to cover the remaining cost of the Project in the amount of \$57,000. This action will have no impact on the General Fund Budget and does not require matching funds.

This project is funded with UASI grant monies as follows:

FY 2020 UASI	FY 2020 UASI Amendment	FY 2021 UASI (not yet awarded)	Total
\$50,000	\$85,230	\$57,000	192,230



CITY of ESCONDIDO

STAFF REPORT

PREVIOUS ACTION

On August 25, 2021, the City Council authorized the Fire and Police Departments to accept \$70,481 in funds from a FY 2020 UASI Grant.

BACKGROUND

The intent of the Next Generation Regional Interoperability Program “NGRCIP” or “CAD2CAD” is to enhance fire and emergency services to achieve improved interoperability through the real time sharing of resource status, locations, requests for service (mutual or automatic aid) and other mission critical information. A regional next-generation CAD-to-CAD solution will promote further efficiency among the member agencies and continue to provide improved customer service to the communities they serve by increasing situational awareness and decreasing processing, reflex and response times. The CAD to CAD Project will enhance regional critical communication.

In an effort to maintain consistency and interoperability between the current equipment and CAD software service, and in accordance with the City of Escondido Municipal Code Sec. 10-102(b), the procurement for this project will be from a sole source.

ATTACHMENTS

- a. Attachment 1 - Budget Adjustment



STAFF REPORT

March 2, 2022
File Number 0600-10

SUBJECT

OUT OF AGENCY SERVICE AGREEMENTS FOR 2509 FELICITA ROAD AND 450 BEAR VALLEY PARKWAY -

DEPARTMENT

Community Development Department, Planning Division

RECOMMENDATION

Request the City Council Approve (1) Resolution No. 2022-35, making application to the Local Agency Formation Commission (“LAFCO”) for an out-of-agency service agreement and authorizing the mayor to execute said agreement, establishing a pre-zoning designation of RE-20, and authorizing submittal of an annexation application to LAFCO for a property located at 2509 Felicita Road and (2) approve Resolution No. 2022-36, making application to LAFCO for an out of agency service agreement and authorizing the mayor to execute said agreement, and establishing a pre-zoning designation of RE-20 for a property located at 450 Bear Valley Parkway.

Staff Recommendation: Approval (Community Development Department: Adam Finestone)

Presenter: Adam Finestone

FISCAL ANALYSIS

The property owners will be required to pay fees to cover all administrative costs and staff time for processing the extension of sewer service. All fees associated with submittal of any contractual wastewater service agreement and future annexation application for the properties to LAFCO would be borne by the applicants. Upon future annexation, both properties would be required to establish a mechanism to offset future costs for the provision of public services.

ENVIRONMENTAL REVIEW

The action before the City Council is categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines sections 15303, “New Construction or Conversion of Small Structures,” and 15319(a), “Annexation of Existing Facilities and Lots for Exempt Facilities.”

PREVIOUS ACTION

None.



CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

The property owners of 2509 Felicita Road (Benjamin C. Elliot and Christie L. Elliot) and 450 Bear Valley Parkway (Adam Fares) have provided City of Escondido (“City”) staff with letters from the County of San Diego, Department of Environmental Health, documenting eminent failure of the properties’ existing onsite wastewater treatment systems (septic systems). City public sewer mains with adequate capacity to accommodate the additional flow generated by the properties exist in the streets in front of the subject properties (Felicita Road and Bear Valley Parkway). In order to obtain sewer service, the property owners must enter into out-of-agency service agreements with the City.

The out-of-agency service agreements include provisions that require future annexation to the City (irrevocable offers of annexation). In anticipation of that future annexation, the request also includes application of a pre-zoning designation of RE-20 (estate residential, 20,000 square foot minimum lot size) for both properties, which is consistent with the Estate II (E2) General Plan land use designation. Because the property at 2509 Felicita Road is immediately adjacent to City limits, the San Diego Local Agency Formation Commission (“LAFCO”) has placed a condition upon the provision of out-of-agency sewer service that requires the property owners to complete the annexation process within one year. The property at 450 Bear Valley Parkway is not immediately adjacent to City limits, and therefore annexation will occur at a future date.

RESOLUTIONS

- A. Resolution No. 2022-35
- B. Resolution No. 2022-35 Exhibits “A” and “B”
- C. Resolution No. 2022-36
- D. Resolution No. 2022-36 Exhibits “A” and “B”

RESOLUTION NO. 2022-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE AN OUT-OF-AGENCY SERVICE AGREEMENT, MAKING APPLICATION TO THE LOCAL AGENCY FORMATION COMMISSION FOR SAID AGREEMENT, ESTABLISHING A PRE-ZONING DESIGNATION OF RE-20, AND AUTHORIZING SUBMITTAL OF AN ANNEXATION APPLICATION TO THE LOCAL AGENCY FORMATION COMMISSION, FOR A PROPERTY LOCATED AT 2509 FELICITA ROAD

Case No. PL21-0281

WHEREAS, the City of Escondido ("City") has received a request to provide sewer service to a property located at 2509 Felicita Road ("Property"); and

WHEREAS, the Property is all that real property described in Exhibit "A" hereto; and

WHEREAS, the City Council desires to make application to the San Diego County Local Agency Formation Commission ("LAFCO") for an out-of-agency service agreement ("Agreement"), attached hereto as Exhibit "B," for the provision of sewer service to the Property; and

WHEREAS, the City Council desires to make application to LAFCO for annexation of the Property; and

WHEREAS, the Property has a General Plan land use designation of Estate II, which is implemented through a zoning designation of RE-20; and

WHEREAS, the project is categorically exempt from further review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15303, "New Construction or Conversion of Small Structures," and 15319(a), "Annexation of Existing Facilities and Lots for Exempt Facilities."

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 Mayor to execute the Agreement, on behalf of the City, in substantially the same format as Exhibit "B", which is attached hereto and incorporated by this reference, subject to final approval as to form by the City Attorney.
3. That application is hereby made to LAFCO for the Agreement and annexation of the Property.
4. That this Agreement is necessary in order for the area to receive urban services available from the City of Escondido.
5. That LAFCO is hereby requested to undertake proceedings related to the Agreement and annexation described in this resolution.
6. That this proposal is made pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, Division 3, commencing with Section 56000 of the Government Code of the State of California.
7. That the City Clerk of the City of Escondido is hereby authorized and directed to file a certified copy of this resolution to the executive officer of LAFCO.
8. That the City Council approves Resolution No. 2022-35, making application to LAFCO for an out-of-agency service agreement, establishing a pre-zoning designation of RE-20, and authorizing submittal of an annexation application to LAFCO for a property located at 2509 Felicita Road.

Exhibit A

Legal Description of Property

That certain real property located in the County of San Diego, State of California, described as follows:

ALL THAT PORTION OF LOT 2 IN BLOCK 8 OF HOMELAND ACRES ADDITION TO ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 1205, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON SEPTEMBER 1, 1909 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID LOT 2, DISTANT THEREON NORTH 05°34'50" WEST 336.00 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE SOUTH 05°34'50" EAST ALONG SAID EASTERLY LINE 104.53 FEET TO THE NORTHEASTERLY CORNER OF THE LAND DESCRIBED IN DEED TO ALLEN W. HORNER, ET UX, RECORDED MAY 27, 1964 AS DOCUMENT NO. 1964-95140 OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHERLY LINE OF SAID LAND NORTH 77°59'00" WEST 125.00 FEET TO AN ANGLE POINT; THENCE NORTH 05°34' 50" WEST 104.53 FEET TO THE NORTHERLY LINE OF THE LAND DESCRIBED IN DEED TO LAWRENCE M. STUMP, ET UX, RECORDED MAY 7, 1962 AS DOCUMENT NO. 1962-77745 OFFICIAL RECORDS; THENCE SOUTH 77°59'30" EAST ALONG SAID LINE TO THE POINT OF BEGINNING.

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:

Planning Division
City of Escondido
201 North Broadway
Escondido, CA 92025-2798

This Space for Recorder's Use Only

APN: 238-360-21-00

OUT-OF-AGENCY SERVICE AGREEMENT

This OUT-OF-AGENCY SERVICE AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2022, by and between the City of Escondido, a California municipal corporation ("**City**") and Benjamin C. Elliot and Christie L. Elliot, husband and wife as joint tenants (collectively, "**Owner**"). (The City and Owner may each be referred to herein as a "**Party**" and collectively as the "**Parties**.")

RECITALS

A. Owner possesses and owns that certain real property located outside the jurisdictional boundary of the City, within the unincorporated County of San Diego, as further described in Exhibit A to this Agreement, attached hereto and incorporated herein by this reference ("**Property**").

B. Pursuant to California Government Code section 56133(a), the City may provide new or extended services outside its jurisdictional boundary only if it first requests and receives written approval from the San Diego County Local Agency Formation Commission ("**LAFCO**").

C. Pursuant to California Government Code section 56133(b), LAFCO may authorize the City to provide new or extended services outside its jurisdictional boundary but within its sphere of influence in anticipation of a later change of organization.

D. In accordance with California Government Code section 56133 and LAFCO's local policies, in a letter dated September 30, 2021, which is attached hereto as Exhibit B and incorporated herein by this reference ("**Conditional Approval Letter**"), LAFCO has provided a conditional approval for the City to establish contract wastewater service for the Property, limited to the existing one dwelling unit on the Property.

E. Among other conditions of LAFCO's approval, Owner must file a landowner-petition application to annex the Property to the City.

F. The City and the Owner desire to enter into this Agreement so the City may provide wastewater service to the existing one dwelling unit on the Property, subject to Owner meeting all

conditions of the Conditional Approval Letter and any conditions otherwise expressed in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, the Parties hereby mutually agree as follows:

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

2. Applicability of Government Code. This Agreement is made pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (California Government Code section 56000 et seq.) (“**Act**”) and is subject to all of the provisions of the Act, including but not limited to Government Code section 56133.

3. Authority to Connect. Upon the Parties’ execution of this Agreement and Owner’s recordation of this Agreement in the County Recorder’s Office for San Diego County, and subject to all other terms and conditions of this Agreement, Owner may connect to the City’s sewer and water system (“**Improvements**”). Owner agrees to construct the Improvements in conformance with all applicable federal, state, and local laws and regulations. No construction of the Improvements shall occur without first securing all required permits and approvals from the City, County, or any other local agency or regulatory authority, and without first completing environmental review pursuant to the California Environmental Quality Act (“**CEQA**”).

4. Irrevocable Offer of Annexation. Owner hereby makes an irrevocable offer of annexation of the Property to the City. Owner waives any right of protest in the annexation of the Property to the City provided for under the Act or any other law or policy. Such waiver shall be binding on Owner and its heirs, successors in interests, and assigns.

5. Conditions of Approval. This Agreement shall be subject to the following conditions, requirements, and restrictions:

a. Owner agrees to meet all terms and conditions expressed in the Conditional Approval Letter, including each of the following:

(i.) Owner shall provide LAFCO a completed contractual service agreement form along with the required application filing fee.

(ii.) Owner shall provide LAFCO a landowner-petition application to annex the Property to the City (“**Annexation Petition**”), along with the required filing fee.

(iii.) Owner shall provide LAFCO a signed copy of this Agreement.

b. Within 10 days after execution of this Agreement by all Parties, Owner shall record this Agreement with the Office of the County Recorder for San Diego County.

c. Owner shall execute and record an agreement approved by LAFCO that consents to annexation of the Property into the City, which Agreement shall run with the land and inure to and bind all successors in interest to the Property. Owner shall undertake all rezoning and

associated environmental review and pay all associated City and LAFCO fees related to the annexation of the Property.

d. As a condition to annexation, Owner shall apply to the City to have the Property rezoned, a discretionary act that will require environmental review. At the time Owner files an Annexation Petition, Owner shall file a formal application for rezoning with the City and shall diligently and in good faith prosecute such application to completion.

e. Owner shall be responsible for all LAFCO and City fees and charges in relation to the application for rezoning, application for annexation, Improvements, future wastewater service connection, or otherwise in relation to this Agreement.

f. This Agreement is limited to the provision of wastewater service to the existing one dwelling unit on the Property and shall not be construed to provide authority for the City's provision of any additional service in relation to the Property.

6. No Pre-Commitment; Final Action Subject to Environmental Review.

a. Notwithstanding any other provision of this Agreement, nothing herein shall commit or otherwise require the City, or be interpreted as requiring the City, to issue any permit, entitlement, or other approval in relation to the Improvements. Rather, the City and Owner acknowledge and agree that the City retains full discretionary authority with respect to the Improvements, and may approve, disapprove, modify, or condition the Improvements, or any portion thereof, as otherwise authorized by law. Owner acknowledges and agrees that it is proceeding at its own risk and expense until such time as all required permits, entitlements, or other approvals are approved and without assurance that any required permits, entitlements, or other approvals will be approved.

b. The City shall not enter into any agreement that will allow for the construction of the Improvements until there has been appropriate compliance with CEQA. The City, through the planning process with Owner as to the Improvements, will identify the actions and activities that would be necessary to construct the Improvements and thereby facilitate meaningful environmental review.

7. Term. This Agreement shall commence on the Effective Date and shall remain in effect until the earlier of any of the following: (i) the Property is annexed into the City; (ii) September 30, 2022, unless extended by LAFCO in accordance with the terms of the Conditional Approval Letter; or (iii) the Agreement is terminated by the City if Owner fails to meet any condition stated herein.

8. Indemnification. Owner (including Owner's agents, employees, contractors, and subcontractors, if any) shall hold harmless, defend (with counsel reasonably acceptable to the City), and indemnify the City, its boards, commissions, departments, officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "**Claims**"), and any attorney's, consultant, or expert fees and City staff costs for investigating or responding to any Claims, incurred in connection

with or arising in whole or in part from this Agreement, the use of the Improvements by the Owner (including Owner's agents, employees, invitees, contractors, and subcontractors, if any), the condition of the Improvements, or any related construction or other work undertaken on the Property, including without limitation (i) any death or bodily injury to a person; (ii) any injury to, loss, or theft of tangible or intangible property, including economic loss; or (iii) any other loss, damage, or expense sustained by the Owner in connection with any work or obligations performed in connection with this Agreement, except for any liability resulting from the active negligence, sole negligence, or willful misconduct of the City. The duty to defend the City as described in this Paragraph 10 shall apply regardless of whether any Claims are groundless, fraudulent, or false. All obligations under this Paragraph 10 shall survive the termination of this Agreement.

9. Miscellaneous.

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

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

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

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

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

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

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

12.8 *Attorney's Fees.* In any action to enforce the terms of this Agreement, the Parties agree that the prevailing party shall be entitled to its reasonable attorney's fees and all costs,

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

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

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

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

If to the City:

Director of Community Development
City of Escondido
201 North Broadway
Escondido, CA 92025

If to Owner:

Benjamin C. and Christie L. Elliot
2509 Felicita Road
Escondido, CA 92029

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

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

12.13 *Effective Date.* Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

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

CITY OF ESCONDIDO

Date: _____ By _____
Paul McNamara, Mayor

OWNER

Date: _____ By _____
Benjamin C. Elliott

Date: _____ By _____
Christie L. Elliott

(ABOVE SIGNATURES MUST BE NOTARIZED; ACKNOWLEDGMENT PAGES FOLLOW)

APPROVED AS TO FORM:

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

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA]

COUNTY OF _____]

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

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

City of Escondido

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)

Benjamin C. Elliott

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)

Christie L. Elliott

Exhibit A

Legal Description of Property

That certain real property located in the County of San Diego, State of California, described as follows:

ALL THAT PORTION OF LOT 2 IN BLOCK 8 OF HOMELAND ACRES ADDITION TO ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 1205, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON SEPTEMBER 1, 1909 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID LOT 2, DISTANT THEREON NORTH 05°34'50" WEST 336.00 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE SOUTH 05°34'50" EAST ALONG SAID EASTERLY LINE 104.53 FEET TO THE NORTHEASTERLY CORNER OF THE LAND DESCRIBED IN DEED TO ALLEN W. HORNER, ET UX, RECORDED MAY 27, 1964 AS DOCUMENT NO. 1964-95140 OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHERLY LINE OF SAID LAND NORTH 77°59'00" WEST 125.00 FEET TO AN ANGLE POINT; THENCE NORTH 05°34' 50" WEST 104.53 FEET TO THE NORTHERLY LINE OF THE LAND DESCRIBED IN DEED TO LAWRENCE M. STUMP, ET UX, RECORDED MAY 7, 1962 AS DOCUMENT NO. 1962-77745 OFFICIAL RECORDS; THENCE SOUTH 77°59'30" EAST ALONG SAID LINE TO THE POINT OF BEGINNING.

Exhibit B

Conditional Approval Letter



San Diego County Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

September 30, 2021

Delivered Electronically:

Mr. Benjamin Elliott
2509 Felicita Road
Escondido California 92029
bencelliott@gmail.com

**SUBJECT: Notice of Conditional Approval:
Contractual Wastewater Service Agreement for the City of Escondido to
Serve 2509 Felicita Road (Assessor Parcel Number 238-360-21)**

Mr. Elliott:

This letter serves as formal notice of San Diego County Local Agency Formation Commission (LAFCO)'s conditional approval for the City of Escondido to establish contract wastewater service for your property located at 2509 Felicita Road. This conditional approval is authorized under my powers pursuant to Government Code Section 56133 and adopted LAFCO policy and substantiated based on a review of written documentation showing the existing septic system has failed and poses a threat to public health. The conditional approval extends one calendar year unless extended and follows a written recommendation from the County of San Diego Department of Environmental Health and Quality to immediately transition the property to public wastewater should it be available.

The conditional approval is limited to authorizing the City of Escondido to enter into an outside wastewater service agreement for only the existing residential dwelling unit comprising the affected territory. All approval conditions follow.

1. Receipt by San Diego LAFCO of a completed contractual service agreement form along with an application filing fee in the amount of \$480.38. This amount reflects a 75% fee reduction given documentation of a public health threat. The form is available online.

2. Receipt by San Diego LAFCO of a landowner-petition application to annex the affected territory to the City of Escondido along with a filing fee in the amount of \$2,612.06. This amount includes a related boundary action involving County Service Area No. 135 and reflects a 75% fee reduction given documentation of a public health threat. The form is available online.
3. Receipt by San Diego LAFCO of a signed contractual wastewater service agreement between you as the landowner for the affected territory and the City of Escondido. The agreement must specify service is limited to the existing one dwelling unit.

Given the underlying urgency, I agree to waive the requirement of a map and geographic description of the affected territory being submitted to LAFCO in conjunction with the other terms listed above. These documents, nonetheless, will be required to be submitted before an annexation proposal is presented for consideration by the Commission within the referenced one-year time frame.

Separate written confirmation of the completion of all conditions tied to this approval will be provided as appropriate and serve as official notice of your legal allowance to proceed with the contractual service with the City of Escondido.

Should you have any questions in the interim, please contact LAFCO Analyst Priscilla Allen by telephone or email at priscilla.allen@sdcounty.ca.gov.

On behalf of the Executive Officer,



Priscilla Allen,
Analyst I

cc: Angela Morrow, City of Escondido
Paul Bingham, City of Escondido
Craig Caes, County of San Diego – DEH
Keene Simonds, San Diego LAFCO

RESOLUTION NO. 2022-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE AN OUT-OF-AGENCY SERVICE AGREEMENT, MAKING APPLICATION TO THE LOCAL AGENCY FORMATION COMMISSION FOR SAID AGREEMENT, AND ESTABLISHING A PRE-ZONING DESIGNATION OF RE-20, FOR A PROPERTY LOCATED AT 450 BEAR VALLEY PARKWAY

Case No. PL21-0385

WHEREAS, the City of Escondido (“City”) has received a request to provide sewer service to a property located at 450 Bear Valley Parkway (“Property”); and

WHEREAS, the Property is all that real property described in Exhibit “A” hereto; and

WHEREAS, the City Council of the City of Escondido desires to make application to the San Diego County Local Agency Formation Commission (“LAFCO”) for an out-of-agency service agreement (“Agreement”), attached hereto as Exhibit “B,” for the provision of sewer service to the Property; and

WHEREAS, the Property has a General Plan land use designation of Estate II, which is implemented through a zoning designation of RE-20; and

WHEREAS, the project is categorically exempt from further review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15303, “New Construction or Conversion of Small Structures.”

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 Mayor to execute the Agreement, on behalf of the City,

in substantially the same format as Exhibit “B”, which is attached hereto and incorporated by this reference, subject to final approval as to form by the City Attorney.

3. That application is hereby made to LAFCO for the Agreement.

4. That this Agreement is necessary in order for the area to receive urban services available from the City.

5. That LAFCO is hereby requested to undertake proceedings related to the Agreement described in this resolution.

6. That this proposal is made pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, Division 3, commencing with Section 56000 of the Government Code of the State of California.

7. That the City Clerk of the City of Escondido is hereby authorized and directed to file a certified copy of this resolution to the executive officer of LAFCO.

9 That the City Council approves Resolution No. 2022-36, authorizing the Mayor to execute the Agreement, making application to LAFCO for the Agreement, and establishing a pre-zoning designation of RE-20, for a property located at 450 Bear Valley Parkway.

Exhibit A

Legal Description of Property

That certain real property in the County of San Diego, State of California, described as follows:

LOT 5 OF GREEN ACRES ESTATES, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 3036, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 4, 1953.

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:

Planning Division
City of Escondido
201 North Broadway
Escondido, CA 92025-2798

This Space for Recorder's Use Only

APN: 239-060-05-00

OUT-OF-AGENCY SERVICE AGREEMENT

This OUT-OF-AGENCY SERVICE AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2022, by and between the City of Escondido, a California municipal corporation (“**City**”) and Ahmed Abufares, an individual (“**Owner**”). (The City and Owner may each be referred to herein as a “**Party**” and collectively as the “**Parties.**”)

RECITALS

A. Owner possesses and owns that certain real property located outside the jurisdictional boundary of the City, within the unincorporated County of San Diego, as further described in Exhibit A to this Agreement, attached hereto and incorporated herein by this reference (“**Property**”).

B. Pursuant to California Government Code section 56133(a), the City may provide new or extended services outside its jurisdictional boundary only if it first requests and receives written approval from the San Diego County Local Agency Formation Commission (“**LAFCO**”).

C. Pursuant to California Government Code section 56133(b), LAFCO may authorize the City to provide new or extended services outside its jurisdictional boundary but within its sphere of influence in anticipation of a later change of organization.

D. In accordance with California Government Code section 56133 and LAFCO’s local policies, in a letter dated August 20, 2021, which is attached hereto as Exhibit B and incorporated herein by this reference (“**Conditional Approval Letter**”), LAFCO provided a conditional approval for the City to establish contract wastewater service for the Property, limited to the existing one dwelling unit on the Property. On February 7, 2022, LAFCO took official action to amend the Conditional Approval Letter by removing the requirement to annex the Property into the City within one-year and instead require Owner to record an irrevocable offer to annex the Property into the City, which shall be included with this Agreement and which shall be utilized if annexation of the Property is proposed or required in the future by the City or made as a condition by LAFCO. (The conditions referenced in the Conditional Approval Letter, subject to the amendments adopted by LAFCO at its February 7, 2022 meeting, are collectively referred to in this Agreement as the “**LAFCO Conditions.**”)

E. The City and the Owner desire to enter into this Agreement so the City may provide wastewater service to the existing one dwelling unit on the Property, subject to Owner meeting all of the LAFCO Conditions and any conditions otherwise expressed in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, the Parties hereby mutually agree as follows:

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

2. Applicability of Government Code. This Agreement is made pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (California Government Code section 56000 et seq.) (“Act”) and is subject to all of the provisions of the Act, including but not limited to Government Code section 56133.

3. Authority to Connect. Upon the Parties’ execution of this Agreement and Owner’s recordation of this Agreement in the County Recorder’s Office for San Diego County, and subject to all other terms and conditions of this Agreement, Owner may connect to the City’s sewer and water system (“**Improvements**”). Owner agrees to construct the Improvements in conformance with all applicable federal, state, and local laws and regulations. No construction of the Improvements shall occur without first securing all required permits and approvals from the City, County, or any other local agency or regulatory authority, and without first completing environmental review pursuant to the California Environmental Quality Act (“**CEQA**”).

4. Irrevocable Offer of Annexation. Pursuant to the LAFCO Conditions, Owner hereby makes an irrevocable offer of annexation of the Property to the City. Owner waives any right of protest in the annexation of the Property to the City provided for under the Act or any other law or policy. Such waiver shall be binding on Owner and its heirs, successors in interests, and assigns. Any future annexation shall occur only after proposed or required by the City or made as a condition by LAFCO.

5. Conditions of Approval. This Agreement shall be subject to all LAFCO Conditions:

a. Owner agrees to meet all LAFCO Conditions, including each of the following:
(i.) Owner shall provide LAFCO a completed contractual service agreement form along with the required application filing fee.

(ii.) Owner shall provide LAFCO a signed copy of this Agreement.

b. Within 10 days after execution of this Agreement by all Parties, Owner shall record this Agreement with the Office of the County Recorder for San Diego County.

c. Prior to any future annexation of the Property as contemplated by this Agreement, Owner agrees to each of the following:

(i) Owner shall provide LAFCO a landowner-petition application to

annex the Property to the City (“**Annexation Petition**”), along with the required filing fee. Owner shall execute and record an agreement approved by LAFCO that consents to annexation of the Property into the City, which Agreement shall run with the land and inure to and bind all successors in interest to the Property. Owner shall undertake all rezoning and associated environmental review and pay all associated City and LAFCO fees related to the annexation of the Property.

(ii) As a condition to annexation, Owner shall apply to the City to have the Property rezoned, a discretionary act that will require environmental review. At the time Owner files an Annexation Petition, Owner shall file a formal application for rezoning with the City and shall diligently and in good faith prosecute such application to completion.

d. Owner shall be responsible for all LAFCO and City fees and charges in relation to the application for rezoning, applications for annexation, Improvements, future wastewater service connection, or otherwise in relation to this Agreement.

e. This Agreement is limited to the provision of wastewater service to the existing one dwelling unit on the Property and shall not be construed to provide authority for the City’s provision of any additional service in relation to the Property.

6. No Pre-Commitment; Final Action Subject to Environmental Review.

a. Notwithstanding any other provision of this Agreement, nothing herein shall commit or otherwise require the City, or be interpreted as requiring the City, to issue any permit, entitlement, or other approval in relation to the Improvements. Rather, the City and Owner acknowledge and agree that the City retains full discretionary authority with respect to the Improvements, and may approve, disapprove, modify, or condition the Improvements, or any portion thereof, as otherwise authorized by law. Owner acknowledges and agrees that it is proceeding at its own risk and expense until such time as all required permits, entitlements, or other approvals are approved and without assurance that any required permits, entitlements, or other approvals will be approved.

b. The City shall not enter into any agreement that will allow for the construction of the Improvements until there has been appropriate compliance with CEQA. The City, through the planning process with Owner as to the Improvements, will identify the actions and activities that would be necessary to construct the Improvements and thereby facilitate meaningful environmental review.

7. Term. This Agreement shall commence on the Effective Date and shall remain in effect until the earlier of any of the following: (i) the Property is annexed into the City; or (ii) the Agreement is terminated by the City if Owner fails to meet any condition stated herein.

8. Indemnification. Owner (including Owner’s agents, employees, contractors, and subcontractors, if any) shall hold harmless, defend (with counsel reasonably acceptable to the City), and indemnify the City, its boards, commissions, departments, officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney’s fees and other related litigation costs and expenses (collectively, “**Claims**”), and any attorney’s, consultant, or

expert fees and City staff costs for investigating or responding to any Claims, incurred in connection with or arising in whole or in part from this Agreement, the use of the Improvements by the Owner (including Owner's agents, employees, invitees, contractors, and subcontractors, if any), the condition of the Improvements, or any related construction or other work undertaken on the Property, including without limitation (i) any death or bodily injury to a person; (ii) any injury to, loss, or theft of tangible or intangible property, including economic loss; or (iii) any other loss, damage, or expense sustained by the Owner in connection with any work or obligations performed in connection with this Agreement, except for any liability resulting from the active negligence, sole negligence, or willful misconduct of the City. The duty to defend the City as described in this Paragraph 8 shall apply regardless of whether any Claims are groundless, fraudulent, or false. All obligations under this Paragraph 8 shall survive the termination of this Agreement.

9. Miscellaneous.

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

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

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

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

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

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

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

12.8 *Attorney's Fees.* In any action to enforce the terms of this Agreement, the

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

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

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

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

If to the City:

Director of Community Development
City of Escondido
201 North Broadway
Escondido, CA 92025

If to Owner:

Ahmed Abufares
450 Bear Valley Parkway
Escondido, CA 92025

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

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

12.13 *Effective Date.* Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

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

CITY OF ESCONDIDO

Date: _____ By _____
Paul McNamara, Mayor

OWNER

Date: _____ By _____
Ahmed Abufares

(ABOVE SIGNATURES MUST BE NOTARIZED; ACKNOWLEDGMENT PAGES FOLLOW)

APPROVED AS TO FORM:

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

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA]

COUNTY OF _____]

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

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

City of Escondido

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)

Ahmed Abufares

Exhibit A

Legal Description of Property

That certain real property in the County of San Diego, State of California, described as follows:

LOT 5 OF GREEN ACRES ESTATES, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 3036, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 4, 1953.

Exhibit B

Conditional Approval Letter



San Diego County Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

August 20, 2021

Delivered Electronically:

Mr. Adam Fares
450 Bear Valley Parkway
Escondido California 92025
adam@fares-inc.com

**SUBJECT: Notice of Conditional Approval:
Contractual Wastewater Service Agreement for the City of Escondido to
Serve 450 Bear Valley Parkway (Assessor Parcel Number 239-060-05)**

Mr. Fares:

This letter serves as formal notice of San Diego County Local Agency Formation Commission (LAFCO)'s conditional approval for the City of Escondido to establish contract wastewater service for your property located at 450 Bear Valley Parkway. This conditional approval is authorized under my powers pursuant to Government Code Section 56133 and adopted LAFCO policy and substantiated based on a review of written documentation showing the existing septic system has failed and poses a threat to public health. The conditional approval extends one calendar year unless extended and follows a written recommendation from the County of San Diego Department of Environmental Health and Quality to immediately transition the property to a public wastewater should it be available.

The conditional approval is limited to authorizing the City of Escondido to enter into an outside wastewater service agreement for only the existing residential dwelling unit comprising the affected territory. All approval conditions follow.

1. Receipt by San Diego LAFCO of a completed contractual service agreement form along with an application filing fee in the amount of \$480.38. This amount reflects a 75% fee reduction given documentation of a public health threat. The form is available online.

Administration Keene Simonds, Executive Officer County Operations Center 9335 Hazard Way, Suite 200 San Diego, California 92123 T 858.614.7755 F 858.614.7766 www.sdlafco.org	Vice Chair Jim Desmond County of San Diego	Mary Casillas Salas City of Chula Vista	Chris Cate City of San Diego	Jo MacKenzie Vista Irrigation	Chair Andy Vanderlaan General Public
	Nora Vargas County of San Diego	Paul McNamara City of Escondido	Marni von Wilpert, Alt. City of San Diego	Barry Willis Alpine Fire Protection	Harry Mathis, Alt. General Public
	Joel Anderson, Alt. County of San Diego	Kristi Becker, Alt. City of Solana Beach		David A. Drake, Alt. Rincon del Diablo	

San Diego LAFCO

Notice of Conditional Approval: Outside Wastewater Service Agreement Between City of Escondido and 450 San Pasqual Parkway
August 20, 2021

2. Receipt by San Diego LAFCO of a landowner-petition application to annex the affected territory to the City of Escondido along with a filing fee in the amount of \$2,612.06. This amount includes a related boundary action involving County Service Area No. 135 and reflects a 75% fee reduction given documentation of a public health threat. The form is available online.
3. Receipt by San Diego LAFCO of a signed contractual wastewater service agreement between you as the landowner for the affected territory and the City of Escondido. The agreement must specify service is limited to the existing one dwelling unit.

Given the underlying urgency, I agree to waive the requirement of a map and geographic description of the affected territory being submitted to LAFCO in conjunction with the other terms listed above. These documents, nonetheless, will be required to be submitted before an annexation proposal is presented for consideration by the Commission within the referenced one-year timeframe.

Separate written confirmation of the completion of all conditions tied to this approval will be provided as appropriate and serve as official notice of your legal allowance to proceed with the contractual service with the City of Escondido.

Should you have any questions in the interim, please contact LAFCO Analyst Priscilla Allen by telephone or email at priscilla.allen@sdcounty.ca.gov.

Sincerely,



Keene Simonds
Executive Officer

cc: Angela Morrow, City of Escondido
Paul Bingham, City of Escondido
Craig Caes, County of San Diego – DEH
Priscilla Allen, San Diego LAFCO

**CERTIFICATE OF ADMINISTRATIVE APPROVAL OF A
CONTRACTUAL WASTEWATER SERVICE AGREEMENT**

**City of Escondido / Adam Fares
(LAFCO File No. OAS21-07)**

AUGUST 20, 2021

In accordance with California Government Code Section 56133, the San Diego County Local Agency Formation Commission (LAFCO) authorizes the City of Escondido to immediately provide extraterritorial wastewater service by contract to 450 Bear Valley Parkway. The subject property is owned by Adam Fares and comprises one unincorporated parcel identified by the County of San Diego Assessor's Office as 239-060-05. The authorized service is limited to supporting the approximate 1,750 square foot single-family residence currently developed on the subject property.

The contracted wastewater service agreement authorization terms in one year – August 20, 2022 – from the date of its administrative approval by the LAFCO Executive Officer. The contracted wastewater service agreement, however, shall continue thereafter if an irrevocable offer to annex is signed and recorded by the landowner should it be proposed in the future by the City of Escondido or made as a condition by LAFCO.

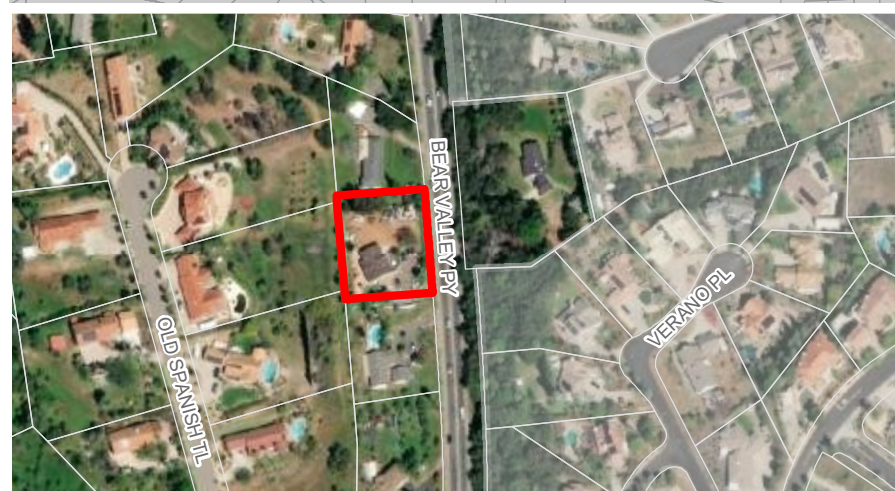
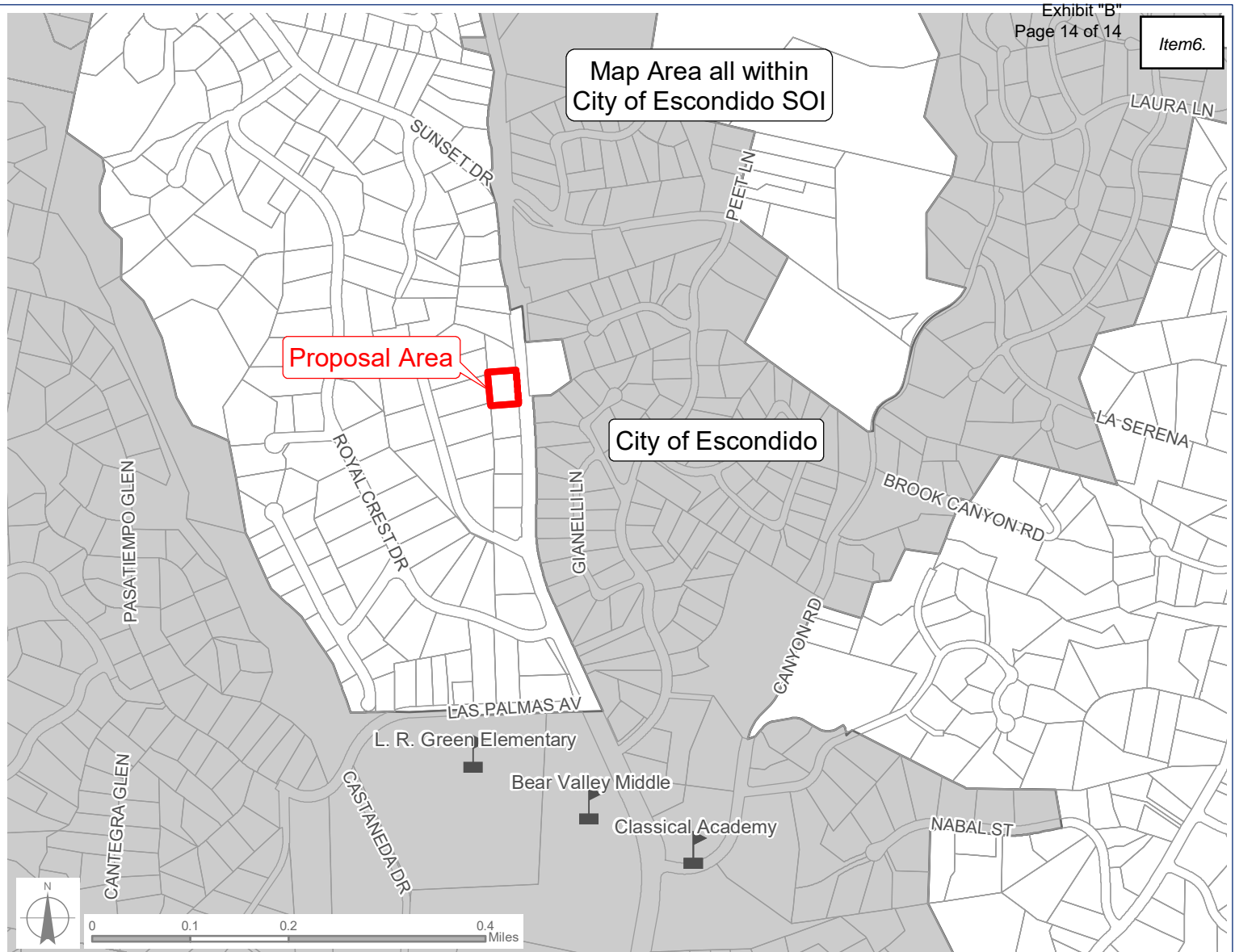
A map of the subject property is attached.

Confirmation:





KEENE SIMONDS
Executive Officer

February 10, 2022



**CONTRACTUAL WASTEWATER SERVICE AGREEMENT FOR
OAS21-07 THE CITY OF ESCONDIDO TO SERVE 450 BEAR VALLEY
PARKWAY (APN 239-060-05)**

-  Proposal Area
 -  City of Escondido
- SOI = Sphere of Influence



STAFF REPORT

March 2, 2022
File Number 0170-57

SUBJECT

APPROVAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR POLICE SERGEANT FRED CHEATHAM –

DEPARTMENT

Human Resources

RECOMMENDATION

Request the City Council adopt Resolution No. 2022-37, approving the California Public Employees' Retirement System ("CalPERS") Industrial Disability Retirement for Police Sergeant Fred Cheatham.

Staff Recommendation: Approval (Human Resources Department: Jessica Perpetua)

Presenter: Jessica Perpetua

FISCAL ANALYSIS

None.

PREVIOUS ACTION

None.

BACKGROUND

Mr. Cheatham filed for Industrial Disability Retirement on November 15, 2021. He was employed by the City of Escondido for 24 years prior to a Service Retirement Pending an Industrial Disability Retirement. His last day worked was on December 30, 2021. The basis for Mr. Cheatham's Service Pending Industrial Disability Retirement application is confirmed by the medical reports received dated October 28, 2021 and November 9, 2021 from Dr. Ramin Raiszadeh. Mr. Cheatham's condition is orthopedic in nature. Accordingly, Mr. Cheatham is incapacitated within the meaning of the Public Employees' Retirement Law for performance of his usual and customary duties in the position of Police Sergeant.

Under state law, CalPERS requires the City Council to adopt a resolution stating that competent medical evidence supports the granting of an Industrial Disability Retirement. Based on medical evidence, staff recommends the City Council adopt Resolution No. 2022-37, approving the CalPERS Industrial Disability Retirement for Sergeant Fred Cheatham to be effective December 31, 2021.

RESOLUTIONS

- A. Resolution No. 2022-37

RESOLUTION NO. 2022-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING THE CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR FORMER POLICE SERGEANT FRED CHEATHAM

WHEREAS, the City of Escondido (the “City”) is a contracting agency of the California Public Employees’ Retirement System (“CalPERS”); and

WHEREAS, the California Public Employees’ Retirement Law (Government Code Section § 20000 et seq.) (“California law”) requires that the City determine whether an employee classified as a local safety member is disabled for purpose of the California law and whether such disability is “industrial” within the meaning of such law; and

WHEREAS, Fred Cheatham (“Employee”) filed an application with CalPERS on November 15, 2021, for a service pending industrial disability retirement due to an orthopedic injury of the cervical and lumbar; and

WHEREAS, the Employee, was employed by the City in the position of Police Sergeant; and

WHEREAS, the City Council of the City of Escondido has reviewed the medical and other evidence relevant to this industrial disability.

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

1. That the above recitations are true.
2. That the City Council does hereby find and determine that Employee is incapacitated within the meaning of the California Public Employees’ Retirement Law for performance of his duties in the position of Police Sergeant.

3. That the City Council certifies Resolution No. 2022-37 in accordance with Government Code Section § 21156, that this determination was made on the basis of competent medical opinion, and was not used as a substitute for the disciplinary process.

4. That the Employee had filed a Workers' Compensation claim for his disabling condition. The City accepted the Employee's Workers' Compensation claim.

5. That neither Employee nor the City of Escondido has applied to the Worker's Compensation Appeals Board for a determination pursuant to Government Code Section § 21166 whether such disability is industrial.

6. That the Employee's last day on paid status was December 30, 2021; the Employee was separated on December 31, 2021, with an effective date of retirement December 31, 2021.

7. That there is not a possibility of third-party liability.

8. That the City will not make any monthly advanced disability pension payments.

9. That the primary disabling condition is an orthopedic injury to his lumbar and cervical neck, and arose out of and in the course of employment.

10. That there is competent medical opinion certifying the disabling condition to be permanent.

11. That based on information and belief, and on the information provided by City staff, the City Council certifies under penalty of perjury that all statements in this Resolution are true and correct.



STAFF REPORT

Item 8.

March 2, 2022
File Number 0170-57

SUBJECT

APPROVAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR POLICE OFFICER ROY F. HUSTON JR. –

DEPARTMENT

Human Resources

RECOMMENDATION

Request the City Council adopt Resolution No. 2022-38, approving the California Public Employees' Retirement System (CalPERS) Industrial Disability Retirement for Police Officer Roy F. Huston Jr.

Staff Recommendation: Approval (Human Resources Department: Jessica Perpetua)

Presenter: Jessica Perpetua

FISCAL ANALYSIS

None.

PREVIOUS ACTION

None.

BACKGROUND

Mr. Huston filed for Industrial Disability Retirement on September 27, 2021, as a 55-year-old Police Officer. He was employed by the City of Escondido for 31 years prior to a Service Retirement Pending and Industrial Disability Retirement. The basis for Mr. Huston's Service Pending Industrial Disability Retirement application is confirmed by medical reports from Dr. Richard Greenfield. Mr. Huston's condition is orthopedic in nature (right knee). Accordingly, Mr. Huston is incapacitated within the meaning of the Public Employee's Retirement Law for performance of his usual and customary duties in the position of Police Officer.

Under state law, CalPERS requires the City Council to adopt a resolution stating that competent medical evidence supports the granting of an Industrial Disability Retirement. Based on medical evidence, staff recommends the City Council adopt Resolution No. 2022-38, approving the CalPERS Industrial Disability Retirement for Officer Roy F. Huston Jr. to be effective November 12, 2021.

RESOLUTIONS

- A. Resolution No. 2022-38

RESOLUTION NO. 2022-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING THE CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR FORMER POLICE OFFICER ROY F. HUSTON JR.

WHEREAS, the City of Escondido (the “City”) is a contracting agency of the California Public Employees’ Retirement System (“CalPERS”); and

WHEREAS, the California Public Employees’ Retirement Law (Government Code Section § 20000 et seq.) (“California law”) requires that the City determine whether an employee classified as a local safety member is disabled for purpose of the California law and whether such disability is “industrial” within the meaning of such law; and

WHEREAS, Roy F. Huston Jr. (“Employee”) filed an application with CalPERS on September 27, 2021, for a service pending industrial disability retirement due to an orthopedic injury (right knee); and

WHEREAS, the Employee, was employed by the City in the position of Police Officer; and

WHEREAS, the City Council of the City of Escondido has reviewed the medical and other evidence relevant to this industrial disability.

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

1. That the above recitations are true.

2. That the City Council does hereby find and determine that Employee is incapacitated within the meaning of the California Public Employees’ Retirement Law for performance of his duties in the position of Police Officer.

3. That the City Council certifies Resolution No. 2022-38 in accordance with Government Code Section § 21156, that this determination was made on the basis of competent medical opinion, and was not used as a substitute for the disciplinary process.

4. That the Employee had filed a Workers' Compensation claim for his disabling condition. The City accepted the Employee's Workers' Compensation claim.

5. That neither Employee nor the City of Escondido has applied to the Worker's Compensation Appeals Board for a determination pursuant to Government Code Section § 21166 whether such disability is industrial.

6. That the Employee's retirement date will be effective November 12, 2021, and his last day on paid status was November 11, 2021.

7. That there is not a possibility of third-party liability.

8. That the City will not make any monthly advanced disability pension payments.

9. That the primary disabling condition is an orthopedic right knee injury, and arose out of and in the course of employment.

10. That there is competent medical opinion certifying the disabling condition to be permanent.

11. That based on information and belief, and on the information provided by City staff, the City Council certifies under penalty of perjury that all statements in this Resolution are true and correct.



STAFF REPORT

March 2, 2022
File Number 0170-57

SUBJECT

APPROVAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR POLICE CAPTAIN JUSTIN F. MURPHY –

DEPARTMENT

Human Resources

RECOMMENDATION

Request the City Council adopt Resolution No. 2022-39, approving the California Public Employees' Retirement System ("CalPERS") Industrial Disability Retirement for Police Captain Justin F. Murphy.

Staff Recommendation: Approval (Human Resources Department: Jessica Perpetua)

Presenter: Jessica Perpetua

FISCAL ANALYSIS

None.

PREVIOUS ACTION

None.

BACKGROUND

Mr. Murphy filed for Industrial Disability Retirement on February 1, 2022, as a 50 year old Police Captain. He has been employed by the City of Escondido for 23 years. The basis for Mr. Murphy's Industrial Disability Retirement application is confirmed by medical reports from Dr. Ramin Raiszadeh. Mr. Murphy's condition is orthopedic in nature (lumbar). Accordingly, Mr. Murphy is incapacitated within the meaning of the Public Employee's Retirement Law for performance of his usual and customary duties in the position of Police Captain.

Under state law, CalPERS requires the City Council to adopt a resolution stating that competent medical evidence supports the granting of an Industrial Disability Retirement. Based on medical evidence, staff recommends the City Council adopt Resolution No. 2022-39, approving the CalPERS Industrial Disability Retirement for Captain Justin F. Murphy to be effective March 12, 2022.

RESOLUTIONS

- A. Resolution No. 2022-39

RESOLUTION NO. 2022-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING THE CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR POLICE CAPTAIN JUSTIN F. MURPHY

WHEREAS, the City of Escondido (the “City”) is a contracting agency of the California Public Employees’ Retirement System (“CalPERS”); and

WHEREAS, the California Public Employees’ Retirement Law (Government Code Section § 20000 et seq.) (“California law”) requires that the City determine whether an employee classified as a local safety member is disabled for purpose of the California law and whether such disability is “industrial” within the meaning of such law; and

WHEREAS, Justin F. Murphy (“Employee”) filed an application with CalPERS on February 1, 2022, for an Industrial Disability Retirement due to an orthopedic injury of the lumbar; and

WHEREAS, the Employee, is employed by the City in the position of Police Captain; and

WHEREAS, the City Council of the City of Escondido has reviewed the medical and other evidence relevant to this industrial disability.

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

1. That the above recitations are true.

2. That the City Council does hereby find and determine that Employee is incapacitated within the meaning of the California Public Employees’ Retirement Law for performance of his duties in the position of Police Captain.

3. That the City Council certifies Resolution No. 2022-39 in accordance with Government Code Section § 21156, that this determination was made on the basis of competent medical opinion, and was not used as a substitute for the disciplinary process.

4. That the Employee had filed a Workers' Compensation claim for his disabling condition. The City accepted the Employee's Workers' Compensation claim.

5. That neither Employee nor the City of Escondido has applied to the Worker's Compensation Appeals Board for a determination pursuant to Government Code Section § 21166 whether such disability is industrial.

6. That the Employee's retirement date will be effective March 12, 2022, and his last day on paid status is March 10, 2022.

7. That there is not a possibility of third-party liability.

8. That the City will make monthly Advanced Disability Pension Payments of \$7,455.01, beginning April 1, 2022, until CalPERS begins making retirement payments. The City will also make a one-time advance disability payment of \$4,809.68, for the remaining twenty days of March 2022. CalPERS will send the reimbursement check to: City of Escondido Workers' Compensation Department 201 N. Broadway Escondido, CA 92025.

9. That the primary disabling condition is an orthopedic injury to his lumbar, and arose out of and in the course of employment.

10. That there is competent medical opinion certifying the disabling condition to be permanent.

11. That based on information and belief, and on the information provided by City staff, the City Council certifies under penalty of perjury that all statements in this Resolution are true and correct.



STAFF REPORT

March 2, 2022
File Number 0600-10

SUBJECT

CITYWIDE FIREWALL REPLACEMENT

DEPARTMENT

Information Systems

RECOMMENDATION

Request the City Council adopt Resolution No. 2022-40 authorizing the Deputy City Manager/ Director of Information Systems, or his designee, to procure and establish a citywide firewall replacement.

Staff Recommendation: Approval (Information Systems: Rob Van De Hey)

Presenter: Ken Conradie, Network Manager

FISCAL ANALYSIS

After analyzing several of the industry's top market solutions, comparing them extensively, and reaching out to industry peers to solicit feedback and review, it has been determined that the City of Escondido ("City") should upgrade its existing firewall by purchasing two Palo Alto PA-32060 Next Generation Firewalls which will cost \$250,000.00. The decision matrix and a more comprehensive cost analysis is located within Attachment "A." The majority of this funding, \$200,000, was approved by Council through American Rescue Plan Act (ARPA) funding on September 29, 2021 in Resolution No. 2021-146. The remainder of the purchase costs will be drawn from the Internal Services Funds from the Information Systems department.

BACKGROUND

The City's current SonicWALL firewalls are deployed at the core of the network and are the most important pieces of cyber security technology currently in place to protect the City's technology infrastructure. These firewalls provide the connectivity, security, and resiliency that the City needs to operate its municipal area network and effectively deliver digital municipal services to our community. Due to high costs and budget challenges we have been trying to delay our hardware replacement cycle of these units to ensure the highest return on investment (ROI) possible. When it comes to cyber security, the technology moves very quickly and while the software that these firewalls run is current, the hardware itself has aged to the point that it cannot effectively handle the increasing demands of the City. Staff is seeking approval to purchase the next five-year solution for the City. Additionally, staff has already identified a funding source for this project using a combination of ARPA funds previously approved by council for this purpose and Internal



CITY of ESCONDIDO

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Service Funds. The following information outlines the research and work performed to support this decision. There are also additional documents that support the research performed.

The current firewalls are underperforming. The City currently sees most of the symptoms and impacts of this in applications that do not tolerate latency, like staff working remote, video conferencing, and voice related technologies. City staff has experienced this during Zoom or 3CX virtual meeting with a choppy voice or pausing video. We are also seeing many staff facing web applications slow to a crawl, which also impacts productivity. The City puts high demands on its staff to produce and when technology slows them down, it affects morale. Although there are other examples like this, the last one to highlight is the risk behind cyber security attacks. Distributed Denial of Service (“DDOS”) attacks are ever-evolving and our hardware is showing its age in attempting to keep up with the latest threats.

The City has been utilizing SonicWALL Next Generation firewalls for about seven years. Normal expected life of this type of network hardware is about five years. The SonicWALL SuperMassive 9200 series has been showing its age recently by underperforming and experiencing errors in processing traffic. The most concerning of which is that this security platform is falling behind current standards, which introduces a risk level beyond our tolerance.

The Network Systems Administration (“NSA”) division of Information Systems has been working closely with our firewall vendor, SonicWALL, on a multitude of performance and firmware issues that have arisen over the past year or more. Our goal is to get the highest ROI possible on any investment the City makes. NSA Staff have reached the point that our continued work with the current firewall vendor (SonicWALL) is unfortunately no longer producing the results we need and expect, and we are experiencing major network slowdowns and outages as a result. After months of working very closely with the vendor on possible solutions, they are now recommending that we replace the aging SuperMassive 9200 pair with a pair of their latest generation model, the SonicWALL NSSP 13700. This model upgrade represents a major capital investment to the City – which triggered us to do our due diligence in comparing all best of breed products in this space.

In order to replace the aging hardware, we conducted research of the leading firewall solution vendors (including SonicWall) to find the right technology that meets the City’s needs. This has been a several month’s long process to identify the right path forward for the City. The process included reaching out to industry peers via MS-ISAC (Multi-State Information Sharing and Analysis Center® (MS-ISAC®), reviewing independent studies of the top brands, soliciting feedback and diligently evaluating and comparing the latest next generation firewall offerings from several vendors. In evaluating the options, we looked closely at the top three vendors that met our initial criteria. SonicWALL (NSSP 13700 that has been recommended), Fortinet (The FortiGate 1800F and the FortiGate 1101E) and Palo Alto (The PA-3260 and the PA-5220). NSA staff compared the specs of these platforms, and their alignment with various criteria we determined as critical for the needs of the City. After evaluating the solutions using an in-house developed comparison matrix (see attached), our research indicated that the Palo Alto units would likely best meet the needs of the City now and through the next hardware cycle. We found that Palo Alto



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STAFF REPORT

emerged as the most performant of the three, by employing a “single pass” architecture in evaluating traffic for threats and signatures they seemed to be more efficient than the other solutions. The other vendors’ products, although rated for similar performance, show slower ACTUAL packet processing times in real world applications, seemingly due to requiring multiple evaluation passes per packet. This clear distinction established the reason for a single full “proof of concept” evaluation as part of our due diligence.

After the above research, we identified a right-sized option in the Palo Alto PA-3260 model. Working with the vendor, Palo Alto, we then moved into a testing and “proof of concept” phase to get firsthand experience with this specific hardware as well as evaluate the vendor support during the “proof of concept” phase. This is a long process that usually is limited to a test environment, but our failing SonicWALL firewalls have forced us to push these Palo Alto test units into real world production use (with vendor approval). So far, the Palo Alto units have performed well above expectations.

As a result of this research and testing, Network & Systems Admin (NSA) Division is now recommending that the City purchase a pair of new Palo Alto 3260 firewalls to replace the current pair of SonicWALL SM9200 units. We are recommending this due to their superior performance, increased security processing power, and the improved reliability this will bring the City’s network.

RESOLUTIONS

- a. Resolution No. 2022-40

ATTACHMENTS

- a. Attachment “A” – Firewall Replacement Matrix

RESOLUTION NO. 2022-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE DEPUTY CITY MANAGER / DIRECTOR OF INFORMATION SYSTEMS, AND HIS DESIGNEES, ON BEHALF OF THE CITY, TO PROCURE AND ESTABLISH A CITYWIDE FIREWALL REPLACEMENT

WHEREAS the City's current SonicWALL firewalls are deployed at the core of the network and are the most important pieces of Cyber security technology that we currently leverage to protect the City's technology infrastructure; and

WHEREAS, the City has been utilizing SonicWALL Next Generation firewalls for about seven years. Normal expected life of this type of network hardware is about five years. The hardware itself has aged to the point that it cannot effectively handle the increasing demands of the City and could potentially create security risks; and

WHEREAS, research was conducted by the Network Systems Administration division to compare and evaluate top of the line industry firewall solutions; and

WHEREAS, City Staff is recommending that City move forward with purchasing a pair of Palo Alto 3260 firewalls to run in parallel to better protect the City's networks from internet threats, provide right sized performance for staff, and ensure our ability to deliver an expected level of municipal service.

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

1. That the above recitations are true.
2. That the City Council authorizes the Deputy City Manager/ Director of Information Systems, or his designee, to procure and establish a replacement citywide firewall.

Vendor	Status	Model	FW Throughput	IPS Throughput	Threat Protection Throughput	Security Processing	DPI?	Capture ATP?	100/40GbE ports	10GbE SFP ports	1GbE SFP Ports	1GbE Ethernet ports	BGP	Years	HA?	Active/Active
SonicWALL	Current Firewall	SM 9200	15 Gbps	5 Gbps	3.5 Gbps	Each engine processed separately	YES	YES - CaptATP	0	4	0	8	YES	3 Years	YES	yes
		NSSP 13700	60 Gbps	48 Gbps	45.5 Gbps	Each engine processed separately	YES	YES - CaptATP	2	4	0	16	YES	3 Years	YES	no
	Vendor recommendation	NSSP 13700	60 Gbps	48 Gbps	45.5 Gbps	Each engine processed separately	YES	YES - CaptATP	2	4	0	16	YES	5 Years	YES	no
Fortinet		Fortigate 1800F	11Gbps	17 Gbps	9.1 Gbps	Each engine processed separately	YES	yes (AMP)	2x 40G	2	8	16	Yes	1 Year	YES	yes
		Fortigate 1101E	9.8Gbps	12Gbps	7.1 Gbps	Each engine processed separately	YES	yes (AMP)	4x 40G	4	8	18	Yes	1 Year	YES	yes
		Fortigate 1101E	9.8Gbps	12Gbps	7.1 Gbps	Each engine processed separately	YES	yes (AMP)	4x 40G	4	8	18	Yes	3 Years	YES	yes
		Fortigate 1101E	9.8Gbps	12Gbps	7.1 Gbps	Each engine processed separately	YES	yes (AMP)	4x 40G	4	8	18	Yes	5 Years	YES	yes
Palo Alto		PA-5220	15.2 Gps	7.7 GPS	7.7 GPS	Single Pass	YES	YES - Wildfire	4	16 x (1G/10G)	16 x (1G/10G)	4	Yes	1 Year	YES	yes
		PA-5220	15.2 Gps	7.7 GPS	7.7 GPS	Single Pass	YES	YES - Wildfire	4	16 x (1G/10G)	16 x (1G/10G)	4	Yes	3 Years	YES	yes
		PA-3260	8.7 Gbps	4.7 Gbps	4.7 Gbps	Single Pass	YES	YES - Wildfire	4	8 x (1G/10G)	8 x (1G/10G)	12	Yes	1 Year	YES	yes
		PA-3260	8.7 Gbps	4.7 Gbps	4.7 Gbps	Single Pass	YES	YES - Wildfire	4	8 x (1G/10G)	8 x (1G/10G)	12	Yes	3 Years	YES	yes
	Best option for the City	PA-3260	8.7 Gbps	4.7 Gbps	4.7 Gbps	Single Pass	YES	YES - Wildfire	4	8 x (1G/10G)	8 x (1G/10G)	12	Yes	5 Years	YES	yes

This highlights the differentiating factors that has led to selecting this solution.

These were the main reasons these units did not meet the criteria for selection.

The current vendor, SonicWALL, recommended to upgrade to their NSSP 13700 units which would be a \$275,343.68 project over the next 5 years. The Palo Alto PA-3260 units and upgrading to the preferred "single pass" technology would be \$25k less than the SonicWALL upgrade option at \$249,877.27 over the next 5 years. While the Fortinet units were a slightly less expensive option at \$203,309.17, the solution was ruled out for not meeting the City's technical requirements as indicated in the solutions section above and documented in the comparison matrix. So, from a cost and technical solution point we have found that the preferred Palo Alto option is, our best technology solution and best

Attachment "A"

Item 10.

Active/Passive	Queue changes?	PEERs recommend	Dynamic Lists	Multi Admin Access	Price as quoted	Pro Services?	Annual Renew Cost	Incl Tax, shipping	Notes	Quote Details
yes	no	7%	No	No	\$75,000.00	no	25000		Existing Legacy Hardware - SonicWALL recommends replacing	
yes	no	7%	No	No	\$208,091.14	no			SonicWALL recommendation / 3 Years	Reference quote MXWD231
yes		7%	No	No	\$275,343.68	yes			SonicWALL recommendation / 5 Years	Reference quote MPFF312
yes	no	15%	No	No	\$98,665.73	no	~\$33,000 annually			reference cdw quote MKFW231
yes	no	15%	No	No	\$85,586.06	no	~\$24,000 annually			reference cdw quote MLCD107
yes	no	15%	s	No	\$160,397.57	no	~\$24,000 annually			reference cdw quote MLCD310
yes	no	15%	s	No	\$203,309.17	no	~\$24,000 annually			reference 1903 quote COES04220120FOR2
yes	yes	50%	Yes	Yes	\$176,643.74	no	~\$30,000 annually	yes		reference cdw quote MKHV265
yes	yes	50%	Yes	Yes	\$338,617.14	no	~\$30,000 annually	yes		reference cdw quote MKHV362
yes	yes	50%	Yes	Yes	\$118,368.01	no	~\$30,000 annually	yes		reference cdw quote MKV1992
yes	yes	50%	Yes	Yes	\$239,075.40	no	~\$30,000 annually	yes		reference cdw quote MKV187
yes	yes	50%	Yes	Yes	\$249,877.27	no	~\$30,000 annually		COE InfoSys Preferred Option - POC Underway	reference cdw quote MPNQ172

ORDINANCE NO. 2021-14R

AN ORDINANCE OF THE CITY COUNCIL OF
 THE CITY OF ESCONDIDO, CALIFORNIA,
 ADOPTING AMENDMENTS TO THE
 ESCONDIDO MUNICIPAL CODE FOR THE
 SELECTION PROCESS AND TERMS AND
 COMPOSITION OF VARIOUS CITY AND
 INTERAGENCY BOARDS AND
 COMMISSIONS

WHEREAS, the City of Escondido (“City”) is a general law city governed by a legislative body comprised of a mayor elected at large and four councilmembers elected by districts who regularly rely on the work and advise of various boards and commissions which hear and consider various matters of public interest on behalf of the City of Escondido; and

WHEREAS, the City currently has the following City boards and commissions: Planning Commission, Public Arts Commission; Library Board of Trustees; Building Advisory and Appeals Board; Historic Preservation Commission; and, Transportation and Community Safety Commission; and

WHEREAS, the City’s mayor and councilmembers will also from time to time be appointed to and serve upon boards and commissions that are established pursuant to state law and/or include other government agencies (“Interagency Board”) such as the North County Transit District (NCTD), San Diego Association of Governments (SANDAG), San Dieguito River Valley, Association of Bay Area Governments (ABAG), League of California Cities, Regional Solid Waste Association Board, Escondido Creek Watershed Alliance, Air Pollution Control District (APCD); and, the San Diego County Water Authority (SDCWA); and

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



STAFF REPORT

March 2, 2022
File Number 0685-20

SUBJECT

RESOLUTION OF FORMATION FOR COMMUNITY FACILITIES DISTRICT (CFD) 2022-1 (ECLIPSE AND MOUNTAIN HOUSE) -

DEPARTMENT

Engineering Services

RECOMMENDATION

Request that the City Council hold a public hearing and adopt Resolution No. 2022-10 establishing Community Facilities District (“CFD”) 2022-1, and Resolution No. 2022-11 determining the necessity to incur bonded indebtedness for the Eclipse and Mountain House Projects. Further recommendations include adoption of Resolution No. 2022-12 certifying election results, and Resolution No. 2022-14 annexing the project as Zone 2020-6 of the Citywide Services CFD 2020-1. Finally, it is recommended that Ordinance No. 2022-03 be introduced for first reading.

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

Presenter: Julie Procopio

FISCAL ANALYSIS

The costs associated with evaluation of the formation of the proposed CFD are paid for by the Developers in accordance with the Reimbursement Agreement approved by the City Council on May 12, 2021 by Resolution No. 2021-56 and the First Amendment adopted on August 25, 2021 by Resolution 2021-115.

PREVIOUS ACTION

On January 26, 2021, the City Council approved Resolution No. 2022-02 declaring its intent to establish CFD 2022-1 to fund public facilities related costs for the Eclipse and Mountain House Projects (“Projects”), approving a Funding Agreement and setting a public hearing date of March 2, 2022. Resolution No. 2022-08 was also adopted declaring intent to incur bonded indebtedness.

On May 26, 2021, the City Council approved the first Final Map for the Eclipse Project, formerly known as Del Prado, Tract SUB15-0022. On May 11, 2016, the City Council approved two (2) Tentative Maps, SUB15-022 and SUB15-0023, approving the entitlements for the Del Prado project.



CITY of ESCONDIDO

STAFF REPORT

On December 14, 2005, the City Council approved a Final Map for the Mountain House Project formerly known as Highpoint, Tract 683-J. The development stalled during the recession. Three (3) lots were subsequently sold and are not a part of this request.

BACKGROUND

CALWest (“Developer”) has submitted a petition requesting that the City Council begin proceedings for establishment of a Facilities CFD and the issuance of bonds in an amount not to exceed \$6-million to fund public facilities associated with the Eclipse and Mountain House Projects. Cal West has deposited funds to cover the cost of the consultants retained by the City, including a special tax consultant, bond counsel, market consultant, and financial advisor, to evaluate the feasibility and prepare documents required to form the proposed CFD 2022-1.

The special tax rates proposed by the Developer meet all provisions of the City’s Amended and Restated Goals and Policies for Community Facilities Districts (“Policy”), adopted March 25, 2020. The Developer has provided recent market analysis for both projects dated July and August 2021 to substantiate the market-pricing, pace of sales, and anticipated appreciation. The details of the Eclipse and Mountain House CFD are provided in the Community Facilities District report (Attachment “1”).

Shown below is a sample of the proposed special tax rates per dwelling unit for proposed CFD 2022-1 and the resulting estimated total tax burden for FY 2021-22 for Zone A, Eclipse and Zone B, Mountain House:

Zone	Home Size	Base Sales Price	Facilities CFD/Yr.	Facilities CFD %	Services CFD/Yr.	Services CFD %	Total Tax Burden
A	1,140 square feet	\$504,900	\$2,249.20	0.45%	\$739.50	0.15%	1.749%
A	1,290 square feet	\$529,900	\$2,371.25	0.45%	\$739.50	0.14%	1.744%
A	1,534 square feet	\$579,900	\$2,615.42	0.45%	\$739.50	0.13%	1.735%
A	1,568 square feet	\$569,900	\$2,615.42	0.46%	\$739.50	0.13%	1.745%
B	Detached Homes Estimated at 3,200 square feet	\$1,100,000	\$1,790.42	0.16%	\$546.72	0.05%	1.376%



CITY of ESCONDIDO

STAFF REPORT

In accordance with the Policy, the formation documents include protections for homeowners and for the City prior to future issuance of bonds, including:

Annual Special Tax Installment: The proposed annual installment for the Facilities CFD of 0.16-0.46% of the base home price is less than the City's Policy maximum of 0.75%.

Maximum Total of All Special Assessments: In advance of bond sale the total of all special assessments, fees and charges that appear on the tax bill will be confirmed not to exceed the maximum effective tax rate of 1.8%, which is lower than the City Policy maximum effective tax rate of 2.0%.

Disclosures: The Developer is required to disclose the special taxes in all sales brochures, onsite advertising and purchase documents to the satisfaction of the City Manager and as required by statute.

Pre-payment of Facilities CFD: The special tax for the Facilities CFD may be pre-paid in full at any time after a building permit is issued or in part at the time of initial purchase per the terms set forth in the Rate and Method of Apportionment of Special Taxes.

Minimum Value-to-Debt Ratio is 4:1: At the time of bond issuance, the value of the properties subject to the levy of special taxes, including the value of the improvements to be financed, will be compared to the aggregate amount of the special tax lien proposed to be created plus any prior fixed assessment liens and/or special tax liens to confirm that this requirement is met.

Services CFD 2020-01:

Although already entitled, the Eclipse and Mountain House Projects have agreed to annex into the Citywide Services CFD No. 2020-1 as Zone 2020-6, in consideration for formation of the Facilities CFD. This arrangement is similar to that approved for the Canopy Grove (Villages) project that also requested formation of a Facilities CFD. CWC Escondido 113, LLC and TTLC CALWEST, LLC have submitted their unanimous consent to annex into the Citywide Services CFD (Attachment 2).

SUMMARY OF ACTIONS:

The following actions are recommended to be taken during the March 2, 2022 City Council meeting.

Step 1: Public Hearing:

Staff recommends that the City Council hold a public hearing to consider formation of a CFD 2022-1, the Eclipse and Mountain House CFD.

Step 2: CFD Formation:

After the public hearing, it is recommended that the City Council adopt Resolution No. 2022-10 that will form CFD 2022-1, the Eclipse and Mountain House CFD and call for an election. Adoption of Resolution 2022-11 determining the necessity to incur bond indebtedness is also recommended.



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Step 3: Landowner Election:

The landowner, CAL West, has waived the waiting period allowing the election to be held immediately. The City Clerk will open ballots for the CFD and read the results aloud. The ballot for CFD 2022-1 contains Proposition A to incur up to \$6-Million in bond indebtedness, Proposition B that sets special taxes for the Facilities CFD, and Proposition C that sets an appropriation limit of \$6-Million.

Step 4: Certify Election Results and Introduce Ordinances:

If the property owner votes affirmatively for each of the propositions on the special tax and special bond election ballots, the City Council is recommended to adopt Resolution No. 2022-12 certifying election results, and Resolution No. 2022-14 annexing the projects into the Services CFD. Finally, it is requested that Ordinance No. 2022-03 authorizing levy of special taxes be introduced for first reading.

FUTURE ACTIONS:

A second reading of Ordinance 2022-03 is required on March 16, 2022. The Ordinance will take effect 30-days after its second reading. CAL West is in escrow to purchase the south half of the Eclipse development. The City Council will be asked to approve annexation of this property into both the Facilities and Services CFD after CAL West takes ownership of the property. The City Council will also be asked to authorize issuance of bonds when (i) each project has commenced construction; and (ii) at least 50-percent of total build-out has occurred; or (iii) a more restrictive level of completion needed to successfully market the bonds. Significant build-out is not projected to occur until late 2023 or 2024.

RESOLUTIONS

- a. RESOLUTION NO. 2022-10, Establishing CFD 2022-01
- b. RESOLUTION NO. 2022-10, EXHIBITS A & B
- c. RESOLUTION NO. 2022-11, Determining Necessity to Incur Bond Indebtedness
- d. RESOLUTION NO. 2022-11, EXHIBIT A
- e. RESOLUTION NO. 2022-12, Certifying Election Results
- f. RESOLUTION NO. 2022-12, EXHIBITS A & B
- g. RESOLUTION NO. 2022-14, Annexing to CFD 2020-1 (Services), Zone 2020-6
- h. RESOLUTION NO. 2022-14, EXHIBITS A-D

ORDINANCES

- a. ORDINANCE NO. 2022-03



CITY *of* ESCONDIDO

STAFF REPORT

ATTACHMENTS

- a. Attachment "1": Community Facilities District Report CFD 2022-1 (Facilities CFD)
- b. Attachment "2": Unanimous Consent to Annex into CFD 2020-1 (Services CFD)

SDF A

COMMUNITY FACILITIES DISTRICT REPORT
MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982

COMMUNITY FACILITIES DISTRICT NO. 2022-1
OF THE
CITY OF ESCONDIDO
(“Eclipse/Mountain House”)

Prepared for:

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

March 2, 2022

COMMUNITY FACILITIES DISTRICT NO. 2022-1
OF THE CITY OF ESCONDIDO
("Eclipse/Mountain House")

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 A. DESCRIPTION OF FACILITIES

 B. BOUNDARIES OF THE DISTRICT

 C. ESTIMATE OF COST

 D. RATE AND METHOD OF APPORTIONMENT

**COMMUNITY FACILITIES DISTRICT REPORT
MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982
PREPARED FOR
COMMUNITY FACILITIES DISTRICT NO. 2022-1 OF THE
CITY OF ESCONDIDO
("Eclipse/Mountain House")**

INTRODUCTION

The boundaries of the City of Escondido ("City") encompass approximately 37 square miles within inland north San Diego County. The City provides water services to portions of property within the City boundary and a portion of the property is provided water service by Rincon Del Diablo Municipal Water Agency ("Rincon Del Diablo") (collectively, "Water District Area"). Substantial residential development and other developments are occurring in the City and Water District Area and will require additional City facilities including, but not limited to, public facilities included in the City's development fee programs used to finance expansion projects.

COMMUNITY FACILITIES DISTRICT NO. 2022-1

WHEREAS, the CITY COUNCIL (the "Council") of the CITY OF ESCONDIDO, CALIFORNIA ("City"), did, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"), and specifically Section 53321.5 thereof, expressly order the filing of a written report ("Report") for a proposed Community Facilities District. This Community Facilities District is hereinafter referred to as COMMUNITY FACILITIES DISTRICT NO. 2022-1 OF THE CITY OF ESCONDIDO (Eclipse/Mountain House)(hereinafter referred to as "CFD No. 2022-1"); and,

WHEREAS, the Resolution, as defined below, ordering the preparation of the Report did direct that such Report generally contain the following:

- A. A description of the community facilities proposed to be funded through CFD No. 2022-1;
- B. A general description of the boundaries of CFD No. 2022-1;
- C. A cost estimate setting forth the costs and expenses for providing the Public Facilities, defined herein, applicable in this instance to the City including the area of CFD No. 2022-1;
- D. The Rate and Method of Apportionment of the Special Tax (the "RMA") in sufficient detail to allow each landowner or resident within proposed CFD No. 2022-1 to estimate the maximum amount of payment; and
- E. General terms and conditions relating to such proceedings.

For particulars, reference is made to the Resolution of Intention, Resolution No. 2022-02, adopted by the Council on January 26, 2022 ("Resolution"), with respect to CFD No. 2022-1, which directed the preparation of this Report.

NOW, THEREFORE, the undersigned authorized representative of the City, the appointed Special Tax Consultant and responsible person directed to prepare the Report, pursuant to the provisions of the Act, does hereby submit the following data:

DESCRIPTION OF CFD NO. 2022-1

CFD No. 2022-1 is initially proposed to include approximately 466.61 total gross acres (the "Property") consisting of two special tax zones ("Zone" or "Zones"), as further described herein and depicted within Exhibit B. The initial boundaries of Zone A includes approximately 3.38 gross acres and is currently expected to be developed into 81 new single family residential dwelling units. In addition, a future area of annexation ("Future Annexation Area") to Zone A has been identified which includes approximately 1.44 gross acres and is currently expected to be developed into 32 new single family residential dwelling units. Zone B includes approximately 463.23 gross acres and is currently expected to be developed into 36 new single family residential dwelling units. The territory proposed to be included in CFD No. 2022-1 is fully contained within the City of Escondido. In total, the initial area included within CFD No. 2022-1 is currently expected to be developed into 117 single family residential dwelling units, with an additional 32 single family residential units planned within the Future Annexation Area.

CFD No. 2022-1 is being formed pursuant to the terms of that certain Acquisition and Funding Agreement Between and among City of Escondido, Community Facilities District No. 2022-1 of the City of Escondido, CWC Escondido 113, LLC, and TTLC CALWEST, LLC ("2022 CWC Escondido / CalWest Acquisition and Funding Agreement"). The 2022 CWC Escondido / CalWest Acquisition and Funding Agreement establishes the criteria under which CFD No. 2022-1 may be formed.

DESCRIPTION OF PUBLIC FACILITIES

Under the provisions of the Act, a community facilities district may provide for the purchase, construction, expansion or rehabilitation of any real or other tangible property with an estimated useful life of five (5) years or longer.

GENERAL DESCRIPTION OF FACILITIES

1. A general description of the proposed Public Facilities (as defined in Exhibit "A") funded by CFD No. 2022-1 include, but not limited to, facilities in the City's development fee programs used to finance expansion projects, as further defined in Exhibit "A". All proposed Public Facilities shall have an estimated useful life of five (5) years or longer to serve the properties within the City including the Property within CFD No. 2022-1.
2. For further particulars as to the Public Facilities to be financed through CFD No. 2022-1, reference is made to Exhibit "A" attached hereto and incorporated herein.

Based upon the above, it is my opinion that said Public Facilities, as defined in Exhibit "A," are those that are necessary to meet the increased demands placed upon the City as a result of development occurring, and expected to occur, within the boundaries of CFD No. 2022-1.



 SPECIAL TAX CONSULTANT
 CITY OF ESCONDIDO

ESTIMATED COST OF PUBLIC FACILITIES

1. Based upon information available, the estimated cost for the Public Facilities to be funded by CFD No. 2022-1 is generally as follows:
 - A. Said projected Public Facilities costs to be financed and provided by CFD No. 2022-1 including the Future Annexation Area, excluding incidental expenses and financing costs, are estimated to be approximately \$3,790,567 in 2021 dollars. This is based upon the anticipated developmental approvals for 149 residential units within CFD No. 2022-1, including the Future Annexation Area, and resulting projected Public Facilities needs. Based on an

assumption as to the interest rate obtained at the time of the financing, CFD No. 2022-1 will fund an average of \$25,440 per dwelling unit through Bond financing, as defined herein.

2. Current cost estimates for Public Facilities within the City are contained within Exhibit "C" attached hereto and incorporated herein by reference. Public Facilities funded by CFD No. 2022-1 are based upon the projected number of residential dwelling units and the projected number of square feet per dwelling unit within CFD No. 2022-1, including the Future Annexation Area, as shown in Exhibit "C" as further described in paragraph 1.A above.

ESTIMATED INCIDENTAL EXPENSES

3. Incidental Expenses to be included in the levy of special taxes.

Pursuant to Section 53340 of the Act, the proceeds of any special tax ("Special Tax") levied and collected by CFD No. 2022-1 may be used only to pay, in whole or in part, for the cost of providing Public Facilities, services, and incidental expenses. As defined by the Act, incidental expenses include, but are not limited to, the annual costs associated with determination of the amount of Special Taxes, collection of Special Taxes, payment of Special Taxes, or costs otherwise incurred in order to carry out the authorized purposes of CFD No. 2022-1. The estimate of incidental expenses (cost of issuance and underwriters discount) associated with the issuance, sale and delivery of bonds for CFD No. 2022-1 ("Bonds") are not expected to exceed 9.75% of the proceeds of the bond issue. The incidental expenses associated with the annual administration of CFD No. 2022-1 are expected to be \$30,000 in 2021 dollars. However, it is anticipated that the incidental expenses will vary due to inflation and other factors, which may not be foreseen today, and the actual incidental expenses may exceed these amounts accordingly.

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

All of the Property located within CFD No. 2022-1, unless exempted by law or by the RMA, shall be taxed for the purpose of providing necessary Public Facilities to serve the needs of the City including CFD No. 2022-1. Pursuant to Section 53325.3 of the Act, the tax imposed "is a Special Tax and not a special assessment, and there is no requirement that the tax be apportioned on the basis of benefit to any property." The Special Tax may be based on the benefit received by property, the cost of making facilities or authorized services available or other reasonable basis as determined by the Council, although the Special Tax may not be apportioned on an ad valorem basis pursuant to Article XIII A of the California Constitution.

The Resolution of Intention generally set forth the RMA to allow each homeowner or resident within proposed CFD No. 2022-1 to estimate the maximum amount that would be required for payment from any particular parcel. The discussion of the RMA provided below is intended merely as a general description of the RMA, not as a substitute for, and in no way supersedes, the RMA. For particulars as to the proposed RMA, see Exhibit "D," attached hereto and incorporated herein by this reference.

The Special Taxes may be levied commencing in fiscal year 2022/23 and continuing each fiscal year, but shall not be levied beyond Fiscal Year 2075/76. The Special Tax to be authorized, to the extent possible, shall be collected in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedures, sale and lien priority in any case of delinquency as applicable for ad valorem taxes. Any Special Taxes that cannot be collected on the County of San Diego property tax roll may be collected through a direct billing procedure, to be established by the City on behalf of CFD No. 2022-1.

A property owner of Developed Property within CFD No. 2022-1, as described in the RMA, may choose to prepay all, or a portion of, the Special Tax obligation prior to initial close of escrow, and may prepay all of the property's Special Tax obligation after close of escrow. The available methods for so doing are described in Section I of the RMA.

Information related to the Special Tax appeals and interpretation procedure is set forth in the RMA and in General Terms and Conditions, Section G of the RMA.

It is my opinion that the RMA, as shown in Exhibit "D," is fair and equitable, uniformly applied, and not discriminatory or arbitrary.



 SPECIAL TAX CONSULTANT
 CITY OF ESCONDIDO

BOUNDARIES

The initial boundaries of CFD No. 2022-1 and the Future Annexation Area to Zone A of CFD No. 2022-1 are those properties and parcels which are covered under the 2022 CWC Escondido / CalWest Acquisition and Funding Agreement.

A general description of the boundaries of CFD No. 2022-1 is as follows:

All that Property as shown on a map designated by the name and number of CFD No. 2022-1 and as approved by the Council through Resolution No. 2022-02, on January 26, 2022, recorded on February 1, 2022 in Book 49 of Maps and Assessment and Community Facilities Districts at Pages 89-90 and as Instrument No. 2022-7000033. A copy of which is on file and open for public inspection.

For further particulars, reference is made to Exhibit "B" attached hereto and incorporated herein by reference.

GENERAL TERMS AND CONDITIONS

The General Terms and Conditions for CFD No. 2022-1 are as follows:

1. SUBSTITUTION FACILITIES

The description of the Public Facilities, as set forth herein, is general in its nature. The final nature and location of such Public Facilities will be determined upon the preparation of final plans and specifications. The final plans may show substitutes in lieu, or modification to the proposed Public Facilities in order to provide the Public Facilities necessitated by development occurring in CFD No. 2022-1, and any such substitution shall not be a change or modification in the proceedings as long as the Public Facilities provide a service substantially similar to that as set forth in this Report and are authorized by the proceedings under which CFD No. 2022-1 was formed.

2. BONDS

In order to finance the Public Facilities as set forth in the Report, it may be necessary for Bonds, or equivalent securities, to be issued pursuant to the terms, conditions and authorization as set forth in the Act. The maximum amount of authorized bonded indebtedness for CFD No. 2022-1 has been specified as an amount not to exceed six million dollars (\$6,000,000) (Resolution No. 2022-02/January 26, 2022).

3. APPEALS AND INTERPRETATION PROCEDURE

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the CFD Administrator. The written notice of appeal must be filed within the same fiscal year as having paid the first installment of the Special Tax that is disputed and the property owner must be current and remain current in the payment of all Special Tax levied on or before the payment date. The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the CFD Administrator's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, an adjustment shall be made to the Annual Special Tax on that Assessor's Parcel in the subsequent fiscal year(s) and a refund, as described, shall be made representing the amount of the adjustment for the most recent fiscal year. The CFD Administrator shall determine if funds are available to provide such refund or, if funds are not available in the sole discretion of the CFD Administrator to provide a cash refund, a credit to the levy of Special Tax in one or more subsequent fiscal years shall be made in the same amount. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal actions by such property owner. Interpretations of the RMA may be issued or provided by the City, on behalf of CFD No. 2022-1, by resolution for purposes of clarifying any vagueness or ambiguity as it relates to any category, zone, rate or definition applicable to the RMA or the proceedings for formation of CFD No. 2022-1 or authorizing the Special Tax.

4. SPECIAL TERMS AND CONDITIONS

Special terms and conditions applicable for these proceedings and as approved by the Council are listed herein as follows:

GOALS AND POLICIES: On and after January 1, 1994, a local agency may initiate proceedings to establish a community facilities district pursuant to Government Code provisions only if it has first considered and adopted certain goals and policies. The City adopted Amended and Restated Goals and Policies Regarding the Establishment of Community Facility Districts with the adoption of Resolution No. 2020-20 at a regularly scheduled meeting of the Council held on March 25, 2020.


SPECIAL TAX CONSULTANT
CITY OF ESCONDIDO

CITY OF ESCONDIDO
COMMUNITY FACILITIES DISTRICT NO. 2022-1

EXHIBIT "A"

DESCRIPTION OF PUBLIC FACILITIES

The Mello-Roos Community Facilities Act of 1982, as amended (the "Mello-Roos Act"), provides an alternative method of financing certain facilities and services, especially in developing areas and areas undergoing rehabilitation. The Property within the initial boundaries of CFD No. 2022-1 is proposed to be developed with an estimated total of 117 new single family residential dwelling units. The Future Annexation Area of CFD No. 2022-1 is proposed to be developed with an estimated total of 32 new single family residential dwelling units.

These new dwelling units, when developed, together with other additional development within the City will impact the City and the area in and around CFD No. 2022-1 in particular and cause the need for additional public facilities described herein ("Public Facilities"). The proceeds of bonds issued to be issued by CFD No. 2022-1 and Special Tax revenues collected within CFD No. 2022-1 are expected to finance certain Public Facilities, as defined below. The cost for a portion of these Public Facilities will be financed with proceeds of bonds issued to be issued by CFD No. 2022-1 and Special Tax revenues collected within CFD No. 2022-1.

1. Public Facilities include, but not by way of limitation, planning, engineering, design, acquisition, construction, lease, improvement, and/or financing of interim and permanent facilities, as reasonably determined from time to time by the City to be necessary to accommodate the requirements to be generated as a result of development, including the property within CFD No. 2022-1, during the term of the special taxes as follows:
 - (a) City water connection facilities including modernization, rehabilitation, relocation and expansion of existing facilities and related infrastructure.
 - (b) City wastewater connection facilities including modernization, rehabilitation, relocation and expansion of existing facilities and related infrastructure.
 - (c) Regional Traffic facilities including modernization, rehabilitation, relocation and expansion of existing facilities and related infrastructure.
 - (d) Other Public Facilities including modernization, rehabilitation, relocation and expansion of existing public facilities and related infrastructure.

- (e) Park facilities including modernization, rehabilitation, relocation and expansion of existing facilities and related infrastructure.
- (f) The costs attributable to planning, engineering, designing, leasing, financing, acquiring, expanding, relocating, rehabilitating, or constructing (or any combination thereof) of City Facilities (including, without limitation, construction management, inspection, materials testing, and construction staking); any "debt," as defined in Government Code Section 53317(d), the costs to issue and sell any such debt (including, without limitation, underwriter's discount, appraisals, market studies, reserve fund, capitalized interest, bond counsel, disclosure counsel, special tax consultant, bond trustee or fiscal agent, bond and official statement printing, and administrative expenses of the City and/or CFD No. 2022-1), and all other incidental expenses.

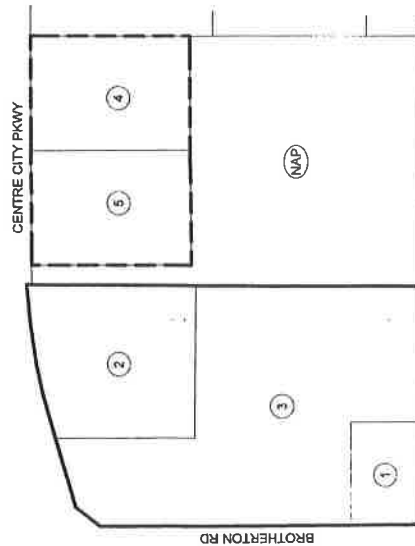
The Public Facilities shall be constructed, whether or not acquired in their completed states, pursuant to plans and/or specifications approved by the City. The Public Facilities described in this Exhibit are representative of the types of improvements to be funded or financed by CFD No. 2022-1. Addition, deletion or modification of Public Facilities may be made consistent with the requirements of the City, CFD No. 2022-1, and the Mello-Roos Act.

CITY OF ESCONDIDO
COMMUNITY FACILITIES DISTRICT NO. 2022-1

EXHIBIT "B"

BOUNDARIES OF CFD NO. 2022-1

**BOUNDARY MAP OF
COMMUNITY FACILITIES DISTRICT NO. 2022-1
(ECLIPSE/MOUNTAIN HOUSE)**
OF THE CITY OF ESCONDIDO
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



ZONE A

LOT NO.	SHEET	ZONE	ASSASSOR PARCEL NO.
1	1	A	238-130-11-00
2	1	A	238-130-26-00
3	1	A	238-130-27-00
4*	1	A*	238-130-35-00*
5*	1	A*	238-130-38-00*
6	2	B	187-080-38-00
7	2	B	187-080-39-00
8	2	B	187-080-40-00
9	2	B	187-080-41-00
10	2	B	187-080-42-00
11	2	B	187-080-44-00
12	2	B	187-080-45-00
13	2	B	187-080-46-00
14	2	B	187-080-47-00
15	2	B	187-080-48-00
16	2	B	187-080-49-00
17	2	B	187-080-50-00
18	2	B	187-080-51-00
19	2	B	187-080-53-00
20	2	B	187-080-54-00
21	2	B	187-080-55-00
22	2	B	187-080-57-00
23	2	B	187-080-58-00
24	2	B	187-080-59-00
25	2	B	187-091-13-00
26	2	B	187-091-14-00
27	2	B	187-091-15-00
28	2	B	187-091-16-00
29	2	B	187-091-17-00
30	2	B	187-091-18-00
31	2	B	187-091-19-00
32	2	B	187-091-20-00
33	2	B	187-091-22-00
34	2	B	187-091-23-00
35	2	B	187-091-24-00
36	2	B	187-091-25-00
37	2	B	187-091-26-00
38	2	B	187-091-27-00
39	2	B	187-091-28-00
40	2	B	187-091-29-00
41	2	B	187-091-30-00
42	2	B	187-091-31-00
43	2	B	187-091-32-00
44	2	B	187-091-33-00
45	2	B	187-091-34-00
46	2	B	187-091-35-00

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ESCONDIDO,
THIS 5TH DAY OF JANUARY, 20 22

BY: SR BL
CITY CLERK
CITY OF ESCONDIDO
STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE BOUNDARIES
OF COMMUNITY FACILITIES DISTRICT NO. 2022-1 OF THE CITY OF
ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA,
APPROVED BY THE CITY COUNCIL OF THE CITY OF ESCONDIDO AT A
REGULAR MEETING THEREOF, HELD ON THE 16TH DAY OF
JANUARY, 20 22, BY ITS RESOLUTION NO. 2022-02.

BY: SR BL
CITY CLERK
CITY OF ESCONDIDO
STATE OF CALIFORNIA

FILED THIS 13TH DAY OF FEBRUARY, 20 22, AT
THE HOUR OF 10:17 O'CLOCK A.M. AS DOCUMENT
NO. 2022-7000033 IN BOOK 49 PAGE(S) 89
OF 89 PAGES.
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE BOUNDARIES
OF COMMUNITY FACILITIES DISTRICTS IN
THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN
DIEGO, CALIFORNIA.

BY: [Signature]
DEPUTY RECORDER, ERNEST J. DRONENBURG, JR.
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

LEGEND:

- ① LOT NUMBER
- COMMUNITY FACILITIES DISTRICT BOUNDARY (ZONE A)
- FUTURE AREA OF ANNEXATION (ZONE A)*

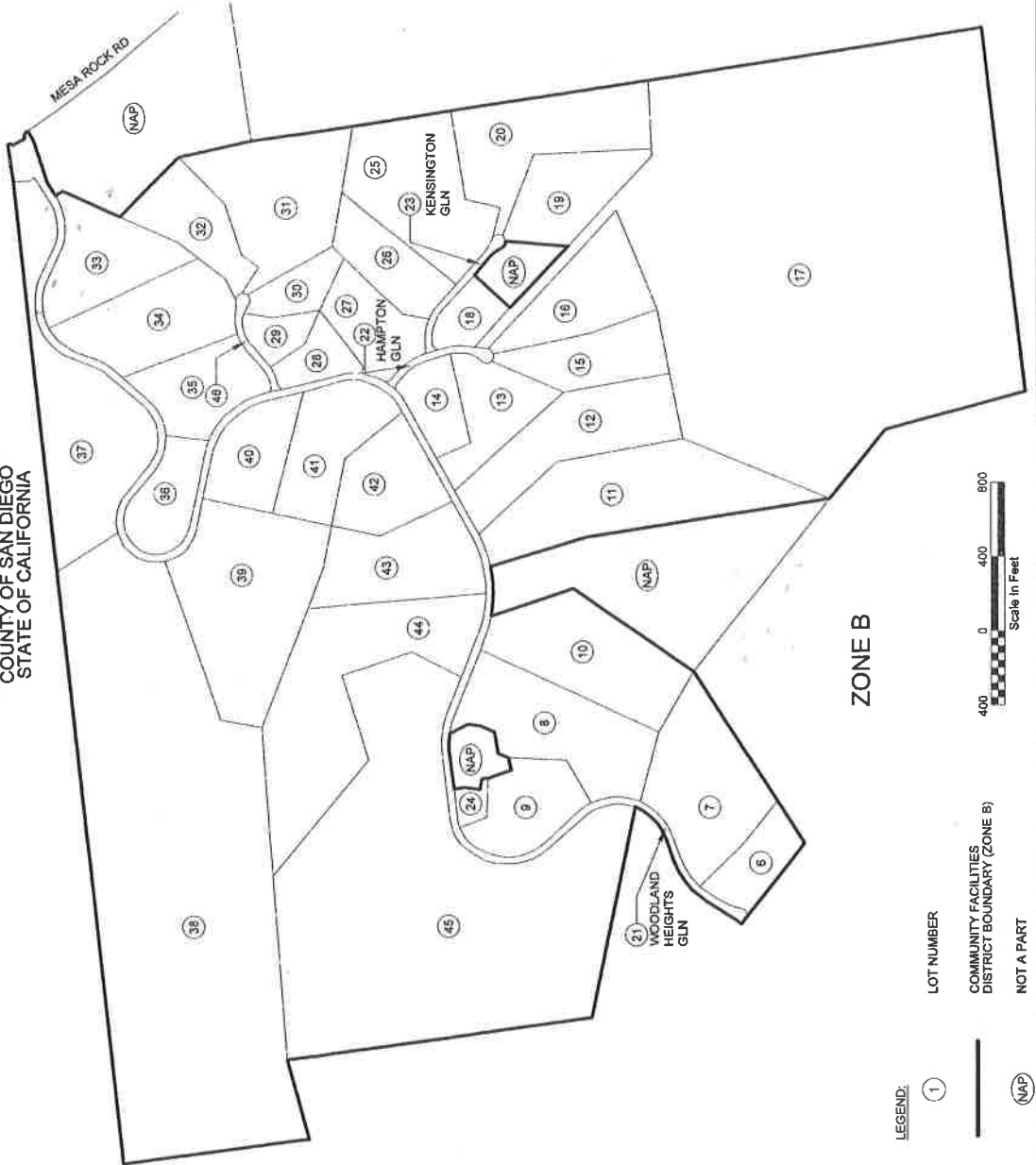
SHEET	1 OF
DATE	DECEMBER 20
JOB NO.	CFD2022

SDFA
SPECIAL DISTRICT FINANCING
& ADMINISTRATION
407 WEST GRAND AVENUE, SUITE 205
ESCONDIDO, CA 92025
TELEPHONE: (760)233-2630
FAX: (760)233-2631

SHEET	2 OF
DATE	DECEMBER 20
JOB NO.	CFD2022

**BOUNDARY MAP OF
COMMUNITY FACILITIES DISTRICT NO. 2022-1
(ECLIPSE/MOUNTAIN HOUSE)**

OF THE CITY OF ESCONDIDO
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



ZONE B



- LEGEND:
- (1) LOT NUMBER
 - COMMUNITY FACILITIES DISTRICT BOUNDARY (ZONE B)
 - (NAP) NOT A PART

SDFA

SPECIAL DISTRICT FINANCING
& ADMINISTRATION

437 WEST GRAND AVENUE
ESCONDIDO, CALIFORNIA 92025
TELEPHONE: (760)233-2630
FAX: (760)233-2631

CITY OF ESCONDIDO
COMMUNITY FACILITIES DISTRICT NO. 2022-1

EXHIBIT "C"

ESTIMATE OF COST

City of Escondido
 Community Facilities District No. 2022-1 (Proposed)
 CalWest Communities - Eclipse & Mountain House
Exhibit C - Estimate of Cost

Source of City Facilities Fee per Unit: Facilities Fee Guide for Development Projects
 Effective 2/23/2021 (or as noted)

Impact Facility Fee Description	Fee per Unit	Units	Zone A (Eclipse) Eligible Costs	Zone B (Mountain House) Eligible Costs	Eligible Costs Per Fee Type	Subtotal Per Facility Funded
City of Escondido Water Connection per DU Type						
Detached SFD (1" water meter size)	\$7,930.00	NA		\$0.00	\$0.00	\$396,630.00
Attached Dwellings (includes Condos, Townhouses, Etc.)	\$3,510.00	113	\$396,630.00		\$396,630.00	
Wastewater Connection per DU						
Detached Single Family Detached	\$7,500.00	NA		\$0.00	\$0.00	\$847,500.00
Attached Dwellings (includes Condos, Townhouses, Etc.)	\$7,500.00	113	\$847,500.00		\$847,500.00	
Units with 3 or more bedrooms	\$5,625.00					
Units with less than 3 bedrooms						
Traffic Local Fee per DU Type						
Single Family	\$4,191.77	36		\$150,903.72	\$150,903.72	\$387,680.53
Condo/Townhouse	\$2,095.37	113	\$236,776.81		\$236,776.81	
SANDAG Traffic Fee Regional ("RTCIP") (as of 07/01/2021)	\$2,635.50	113	\$297,811.50	\$94,878.00	\$392,689.50	\$392,689.50
Public Facilities Fee per DU	\$4,969.99	113	\$561,608.87	\$178,919.64	\$740,528.51	\$740,528.51
Park Fee						
Single-Family Dwelling	\$6,986.29	36		\$251,506.44	\$251,506.44	\$1,004,511.32
Multi-Family Dwelling	\$6,663.76	113	\$753,004.88		\$753,004.88	
Drainage Facilities Fee						
Single-Family Dwelling	\$1,136.12	36		\$40,900.32	\$40,900.32	\$93,922.18
Multi-Family Dwelling	\$469.22	113	\$53,021.86		\$53,021.86	
Subtotal - City Facilities		113	\$3,146,353.92	\$717,108.12	\$3,863,462.04	\$3,863,462.04

CITY OF ESCONDIDO
COMMUNITY FACILITIES DISTRICT NO. 2022-1

EXHIBIT "D"

RATE AND METHOD OF APPORTIONMENT

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES
COMMUNITY FACILITIES DISTRICT NO. 2022-1
(Eclipse / Mountain House)
CITY OF ESCONDIDO**

An annual Special Tax (as hereinafter defined) shall be levied on all applicable Assessor's Parcels (as hereinafter defined) within Community Facilities District No. 2022-1 (Eclipse / Mountain House) ("CFD No. 2022-1") of the City of Escondido ("City") and collected each Fiscal Year commencing in Fiscal Year 2022-2023, in an amount determined by the City Council, through the application of this Rate and Method of Apportionment of Special Taxes ("Rate and Method of Apportionment") as described below. All of the real property within the boundaries of CFD No. 2022-1, unless exempted by law or by the provisions hereof, shall be subject to the Special Tax for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2022-1 including but not limited to: the costs of computing the Special Taxes including the Backup Special Tax and preparing and presenting to City Council the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2022-1 or any designee thereof of complying with arbitrage rebate requirements; the costs to the City, CFD No. 2022-1 or any designee thereof of complying with City and/or CFD No. 2022-1 disclosure requirements associated with applicable federal and State securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to property owner and public inquiries regarding CFD No. 2022-1, including its Special Taxes; the costs of the City, CFD No. 2022-1 or any designee related to the analysis and reduction, if any, of the Special Tax in accordance with Section D; the costs of the City, CFD No. 2022-1 or any designee thereof related to an appeal of the Special Tax; the costs associated with the release of funds from an escrow account; and the City's annual administration fees and third party expenses; the costs of City staff time and reasonable overhead relating to CFD No. 2022-1; and amounts estimated or advanced by the City or CFD No. 2022-1 for any other administrative purposes of CFD No. 2022-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

“Annexed Area” means the property within the boundaries of the future area to be annexed to CFD No. 2022-1. Such area is identified on Exhibit “B” attached to this Rate and Method of Apportionment and identified as “Future Area of Annexation” to Zone A of CFD No. 2022-1 and includes Escondido Tract Map No. SUB15-0023.

“Assessor’s Parcel” or “Assessor Parcels” means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor of the County designating parcels by Assessor’s parcel number.

“Assigned Special Tax” means the Special Tax for each Assessor’s Parcel of Developed Property or portion thereof, as determined in accordance with Section C.1.b below.

“Backup Special Tax” means the Special Tax applicable to each Assessor’s Parcel of Developed Property or portion thereof, as determined in accordance with Section C.1.c below.

“Bonds” means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 2022-1, pursuant to the Act which are secured by a pledge of the Special Taxes.

“Building Permit” means the first legal document issued by the City giving official permission for new construction of a building on an Assessor’s Parcel. For purposes of this definition, “Building Permit” shall include any subsequent building permits issued or changed prior to the first occupancy of the structure, as determined by the CFD Administrator.

“CFD Administrator” means the Finance Director or other official of the City responsible for determining the Special Tax Requirement, providing for the levy and collection of the Special Taxes and performing the other duties provided herein.

“CFD No. 2022-1” means Community Facilities District No. 2022-1 (Eclipse / Mountain House) of the City of Escondido.

“City” means the City of Escondido, California.

“City Council” means the City Council of the City, acting as the Legislative Body of CFD No. 2022-1, or its designee.

“Contractual Obligations” means (a) a voluntary contractual assessment established and levied on an Assessor’s Parcel pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.10 et seq.), as amended from time to time, (b) a special tax established and levied on an Assessor’s Parcel pursuant to Section 53328.1 of the California Government Code and related provisions of the Act, as amended from time to time, and (c) any other fee, charge, tax, or assessment established and levied on an individual Assessor’s Parcel pursuant to a contractual agreement or other voluntary consent by the owner thereof (e.g., property owner association assessments).

“County” means the County of San Diego, California.

“Developed Floor Area” means for any Dwelling Unit, the square footage of assessable space of such Dwelling Unit as defined in Government Code section 65995, subdivision (b)(1). For purposes of this determination, such square footage of assessable space shall be, and the City, acting for CFD No. 2022-1, may rely on, the square footage as identified on the Building Permit(s) issued by the City if found consistent with such code section. Modifications to the originally issued Building Permit made prior to first occupancy may occur and shall be used to adjust the determination of Developed Floor Area. Modifications made after first occupancy, such as additions, shall be subject to then current development fees and not used to determine the Developed Floor Area used in the application of this Rate and Method of Apportionment.

“Developed Property” means, for each Fiscal Year, all Taxable Property for which a Building Permit for new construction was issued prior to March 1st of the prior Fiscal Year.

“Dwelling Unit(s)” or “DU” means an individual single-family, detached or attached home, townhome, condominium, apartment, or other such residential Dwelling Unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure that comprises an independent facility capable of conveyance or as a rental separate from the primary Dwelling Unit(s).

“Exempt Property” means all Assessor’s Parcels designated as being exempt from Special Taxes pursuant to Section F.

“Facilities” means the public facilities authorized to be financed, in whole or in part, by CFD No. 2022-1.

“Final Map” means a subdivision of property by recordation of a final tract map, parcel map, or lot line adjustment by the City, pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*), an applicable local ordinance or recordation of a condominium plan pursuant to California Civil Code Section 6624 or functionally equivalent map or instrument that creates individual lots for which Building Permits may be issued without further subdivision.

“Final Mapped Property” means, for each Fiscal Year, all Taxable Property, exclusive of Developed Property, Taxable Property Owner Association Property, and Taxable Public Property, which as of January 1 of the previous Fiscal Year was located within a Final Map.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Indenture” means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time.

“Land Use Category” means any of the categories listed in Section C and for Developed Property as listed in Table 1.

“Lot” means, for the property within Zone B, each of the 36 lots created for the purpose of development within the portion of Final Map 683-J contained within CFD No. 2022-1. The Assigned Special Tax per Lot within Zone B is applied to the first Building Permit issued for either Residential Property or Non-Residential Property. Building Permits issued for additional structures are not subject to the Assigned Special Tax for Zone B but are subject all fees as determined by the City.

“Maximum Special Tax” means for each Assessor’s Parcel and each Fiscal Year, the Maximum Special Tax, determined in accordance with Section C, below, that may be levied on such Assessor’s Parcel in such Fiscal Year.

“Minimum Sale Price” means the minimum price at which Dwelling Units of a given Land Use Category, or plan type if multiple are contained within a Land Use Category, have sold or are expected to be sold in a normal marketing environment, as estimated by the Price Point Consultant, and shall not include prices for such Dwelling Units that are sold at a discount to expected sales prices for the purposes of stimulating the initial sales activity with respect to such Land Use Category.

“Non-Residential Property” means all Assessor’s Parcels of Developed Property for which a Building Permit was issued for any type of non-residential use.

“Outstanding Bonds” means all Bonds which are deemed to be outstanding under an Indenture(s).

“Price Point Consultant” means any consultant or firm of such consultants selected by CFD No. 2022-1 that (a) has substantial experience in performing price point studies for residential Dwelling Units within community facilities districts established under the Act or otherwise estimating or confirming pricing for residential Dwelling Units in such community facilities districts, (b) has recognized expertise in analyzing economic and real estate data that relates to the pricing of residential Dwelling Units in such community facilities districts, (c) is in fact independent and not under the control of CFD No. 2022-1, the City or the developer of CFD No. 2022-1, (d) does not have any substantial interest, direct or indirect, with or in (i) CFD No. 2022-1, (ii) the City, (iii) any owner of real property in CFD No. 2022-1, or (iv) any real property in CFD No. 2022-1, and (e) is not connected with CFD No. 2022-1 or the City as an officer or employee thereof, but who may be regularly retained to make reports to CFD No. 2022-1 or the City.

“Price Point Study” means a price point study or a letter updating a previous price point study prepared by the Price Point Consultant pursuant to Section D herein.

“Projected Dwelling Unit(s)” or “PDU” means 81 projected Dwelling Units within the original boundaries of Zone A and 32 projected Dwelling Units within the boundaries of the Annexed Area. The Assigned Special Tax for Nonresidential Developed Property per PDU is

determined based on the total number of projected dwelling units displaced based on the area of the Non-Residential Property as determined by the CFD Administrator. The Special Tax on Undeveloped Property is per PDU determined as described in Section C.2(a).

“Property Owner Association Property” means, for each Fiscal Year, any property within the boundaries of CFD No. 2022-1 that is owned by a property owner association, including any master or sub-association as shown on the equalized roll of the County which is available on or about July 1st of the Fiscal Year provided however, that no such classification shall reduce the Acreage of all Taxable Property within CFD No. 2022-1 to less than the minimum Acreage as described in Section F.

“Proportionately” means (a) for Developed Property in the first step of Section E below, that the ratio of actual Assigned Special Tax levy to the Maximum Assigned Special Tax rate is equal for all Assessor’s Parcels of Developed Property; (b) for Final Mapped Property in the second step of Section E, Proportionately means the ratio of the actual Special Tax levy per Projected Dwelling Unit in Zone A and per Lot in Zone B to the Maximum Special Tax per Projected Dwelling Unit in Zone A and per Lot in B, respectively, is equal for all Assessor’s Parcels of Final Mapped Property; (c) for Undeveloped Property in the third step of Section E below, Proportionately means that the ratio of the actual Special Tax levy per Projected Dwelling Unit in Zone A and per Lot in Zone B to the Maximum Special Tax per Projected Dwelling Unit in Zone A and per Lot in Zone B, respectively, is equal for all Assessor’s Parcels of Undeveloped Property; (d) for Developed Property in the fourth step of Section E, Proportionately means that the amount of the increase above the Assigned Special Tax levy, if necessary, is equal for all Assessor’s Parcels of Developed Property, except that if the Backup Special Tax limits the increase on any Assessor’s Parcel(s), then the amount of the increase shall be equal for the remaining Assessor’s Parcels; and (e) for Property Owner Association Property that is not Exempt Property and Public Property that is not Exempt Property in the fifth step of Section E, Proportionately means that the ratio of the actual Special Tax levy per Projected Dwelling Unit in Zone A and per Lot in Zone B to the Maximum Special Tax per Projected Dwelling Unit in Zone A and per Lot in Zone B, respectively, is equal for all Assessor’s Parcels of Property Owner Association Property and Public Property.

“Public Property” means, for each Fiscal Year, any property within the boundaries of CFD No. 2022-1 that is (i) used for rights-of-way or any other purpose and is owned by the federal government, the State, the County, the City or any other public agency as shown on the equalized roll of the County which is available on or about July 1st of the Fiscal Year or (ii) encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement as shown on the equalized roll of the County which is available on or about July 1st of the Fiscal Year, provided however, that no such classification shall reduce (i) the PDU of all Taxable Property within the original boundaries of Zone A of CFD No. 2022-1 to less than the minimum PDU as described in Section F, (ii) the PDU of all Taxable Property within the Annexed Area of Zone A of CFD No. 2022-1 to less than the minimum PDU as described in Section F, and (iii) the number of all Lots of all Taxable Property within Zone B of CFD No. 2022-1 to less than the minimum number of Lots as described in Section F, and provided that any property leased by a public agency to a private

entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in a Land Use Category in accordance with its zoning or use, whichever is greater.

“Rate and Method of Apportionment” means this “Rate and Method of Appointment of Special Taxes for Community Facilities District No. 2022-1 (Eclipse / Mountain House) of the City of Escondido.”

“Residential Property” means all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing one or more residential Dwelling Units.

“Special Tax” or “Special Taxes” means the special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property within the boundaries of CFD No. 2022-1 in accordance with this Rate and Method of Apportionment.

“Special Tax Requirement” means that amount required in any Fiscal Year for CFD No. 2022-1 to: (i) pay Administration Expenses of CFD No. 2022-1 as provided in this Rate and Method of Apportionment; (ii) pay debt service on all Outstanding Bonds due in the calendar year that commences in such Fiscal Year; (iii) pay periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iv) pay any amounts required to replenish any reserve funds for all Outstanding Bonds; (v) pay directly for acquisition or construction of Facilities that are eligible to be financed through CFD No. 2022-1 under the Act, as reasonably determined by the City, so long as the inclusion of such amount does not cause an increase in the Special Tax levy attributable to Final Mapped Property, Undeveloped Property, Public Property that is not Exempt Property, Property Owner Association Property that is not Exempt Property or the levy of the Backup Special Tax; (vi) fund in anticipation of reasonably anticipated delinquent Special Taxes based on the delinquency rate of Special Taxes within CFD No. 2022-1 levied in the previous Fiscal Year if available or if not available, the lowest delinquency rate of all community facilities districts of the City, less (vii) a credit for funds available to reduce the annual Special Tax levy after the issuance of Bonds, as determined by the CFD Administrator pursuant to the Indenture.

“State” means the State of California.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of CFD No. 2022-1 which have not been prepaid in full pursuant to Section I or, which are not exempt from the Special Tax pursuant to law or Section F below.

“Total Tax Burden” means for any Dwelling Unit, the annual Special Tax, together with ad valorem property taxes, special assessments, special taxes for any overlapping community facilities district, and any other taxes, fees, and charges which are levied and imposed on such Dwelling Unit and the real property on which it is located and collected by the County on property tax bills and which are secured by such Dwelling Unit and the real property on which it is located, assuming such Dwelling Unit had been completed, sold and subject to such levies and impositions, excluding both service charges, such as those related to sewer and trash, and Contractual Obligations, as defined herein.

“**Trustee**” means the trustee or fiscal agent under an Indenture(s).

“**Undeveloped Property**” means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Final Mapped Property, Property Owner Association Property or Public Property.

“**Zone(s)**” means Zone A or Zone B as geographically identified on Exhibit “B” attached to this Rate and Method of Apportionment.

“**Zone A**” means the specific area identified on Exhibit “B” attached to this Rate and Method of Apportionment as Zone A of the CFD which includes Escondido Tract Map No. SUB15-0022.

“**Zone B**” means the specific area identified on Exhibit “B” attached to this Rate and Method of Apportionment as Zone B of the CFD which includes a portion of Escondido Tract Map No. 683-J.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Taxable Property within CFD No. 2022-1 shall be classified as being located within a Zone, and within each Zone as Developed Property, Final Mapped Property, Undeveloped Property, Property Owner Association Property that is not Exempt Property or Public Property that is not Exempt Property and shall be subject to Special Taxes in accordance with this Rate and Method of Apportionment determined pursuant to Sections C and E below. An Assessor’s Parcel may contain both Developed Property subject to Special Taxes in accordance with Section C.1 and Taxable Property subject to Special Taxes as Final Mapped Property, Undeveloped Property, Property Owner Association Property that is not Exempt Property or Public Property that is not Exempt Property subject to Special Tax in accordance with Section C.2. Assessor’s Parcels of Developed Property shall further be classified as Residential Property or Non-Residential Property, and finally into Land Use Categories.

C. MAXIMUM SPECIAL TAX

An Assessor’s Parcel may contain more than one Land Use Category. The Maximum Special Tax which may be levied on an Assessor’s Parcel shall be the sum of the Maximum Special Tax that can be imposed based on each Land Use Category applicable to such Assessor’s Parcel.

1. Developed Property

a. Maximum Special Tax

The Maximum Special Tax for each Assessor's Parcel of Developed Property that is classified as Residential Property shall be the greater of (i) the amount derived by application of the Assigned Special Tax or (ii) the amount derived by application of the Backup Special Tax.

The Maximum Special Tax for each Assessor's Parcel of Developed Property that is classified as Non-Residential Property shall be the Assigned Special Tax described in Table 1.

b. Assigned Special Tax

The Assigned Special Tax for each Assessor's Parcel of Developed Property is shown in Table 1 below. Each Lot within Zone B shall only be classified as Developed Property at the time of the initial issuance of the first Building Permit on such Lot.

TABLE 1
Assigned Special Taxes for Developed Property

Land Use Category	Property Description	Unit Type	Developed Floor Area	Assigned Special Tax Per Taxable Unit
Zone A				
1	Residential	Dwelling Unit	Less than 1,200 sq. ft.	\$2,249.20
2	Residential	Dwelling Unit	1,200 sq. ft. to 1,400 sq. ft.	\$2,371.25
3	Residential	Dwelling Unit	Greater than 1,400 sq. ft.	\$2,615.42
4	Non-Residential	Projected Dwelling Unit	NA	\$2,558.01
Zone B				
1	Residential or Non-Residential	Lot	NA	\$1,790.42

c. Backup Special Tax

The Backup Special Tax for Assessor's Parcels of Residential Property within each Zone of CFD 2022-1 is as described below.

1. For the property within the initial area of Zone A of CFD No. 2022-1 the Backup Special Tax per Dwelling Unit of Developed Property shall be \$2,589.52 per Dwelling Unit.

2. For the property within the Annexed Area of Zone A of CFD No. 2022-1, the Backup Special Tax per Dwelling Unit of Developed Property shall be \$2,589.52 per Dwelling Unit.
3. For the property within Zone B of CFD No. 2022-1, the Backup Special Tax per Lot of Developed Property shall be \$1,841.57 per Lot.

Notwithstanding the foregoing, (1) if all or any portion of the applicable Final Maps and/or condominium plan contained within the initial boundaries of Zone A or Zone B of CFD No. 2022-1 or (2) if all or any portion of the Final Map and/or condominium plan contained within the boundaries of the Annexed Area described in the second paragraph of this section is subsequently changed or modified, then in each case the Backup Special Tax for each Lot or Dwelling Unit of Residential Property in such Final Map or condominium plan area contained within the boundaries of CFD No. 2022-1 that is changed or modified shall be recalculated as follows:

1. Determine the total Backup Special Tax anticipated to apply to the changed or modified Final Map or condominium plan area prior to the change or modification.
2. The result of paragraph 1 above shall be divided by the total number of Dwelling Units constructed or Projected Dwelling Units to be constructed within such changed or modified Final Map or condominium plan area contained within the boundaries of CFD No. 2022-1, as reasonably determined by the CFD Administrator.
3. The result of paragraph 2 is the Backup Special Tax per Dwelling Unit which shall be applicable to Assessor's Parcels of Developed Property classified as Residential Property in such changed or modified Final Map or condominium plan area contained within the boundaries of CFD No. 2022-1.

2. Final Mapped Property, Undeveloped Property, Property Owner Association Property and Public Property

The Maximum Special Tax for Final Mapped Property, Undeveloped Property, Property Owner Association Property that is not Exempt Property and Public Property that is not Exempt Property shall be determined within each Zone as follows:

- a. Within Zone A of CFD No. 2022-1 the Maximum Special Tax for Final Mapped Property, Undeveloped Property, Property Owner Association Property that is not Exempt Property and Public Property that is not Exempt Property shall be \$2,589.52 per Projected Dwelling Unit as shown in the fourth column of Table 2. Table 2 below identifies the Assessor Parcels in Zone A in Fiscal Year 2021-22, the Land Use Category for each Assessor's Parcel and the number of Projected Dwelling Units assigned to each Assessor's Parcel. At the beginning of each Fiscal Year prior to the issuance of Bonds, the CFD Administrator shall update the information in Table 2

based on changes in the Assessor Parcels, the Dwelling Units classified as Developed Property as the result of the issuance of Building Permits and modifications, if any, to the Final Map resulting in a change to the number of total PDU at buildout and/or assignment of such PDU to each Assessor Parcel Number. At the beginning of each Fiscal Year after the issuance of Bonds, the CFD Administrator shall update the information in Table 2 based on changes in the Assessor Parcels, the Dwelling Units classified as Developed Property as the result of the issuance of Building Permits and modifications, if any, to the Final Map resulting in a change to the assignment of such PDU to each Assessor Parcel Number, but there will be no changes made to the total PDU at buildout. Given the delay in assigning Assessor Parcel numbers in any given Fiscal Year, it is possible that an Assessor Parcel may consist of a portion that would otherwise be classified as Developed Property, and a portion that is classified into a different Land Use Category. In such cases, the CFD Administrator shall identify for each Assessor's Parcel a number of Projected Dwelling Units within each such Land Use Category. The Special Tax that may be levied on each Assessor's Parcel containing property assigned to the Land Use Categories of Undeveloped Property, Property Owner Association Property that is not Exempt Property and Public Property that is not Exempt Property within CFD No. 2022-1, in that Fiscal Year pursuant to Section E shall then be based on the number of Projected Dwelling Units determined for the Assessor's Parcel and the Land Use Categories to which they are assigned.

TABLE 2

Zone A: Projected Dwelling Units per Assessor's Parcel for Fiscal Year 2021-2022

Zone A Assessor's Parcel Numbers Fiscal Year 2021-2022	Status of the Assessor Parcel	Number of Dwelling Units Classified as Developed Property	Number of Projected Dwelling Units Not Classified as Developed Property	Total Projected Dwelling Units as Buildout*
Initial Boundaries of Zone A (Final Map SUB15-0022)				
238-130-11-00	Final Map	0	5	5
238-130-26-00	Final Map	0	21	21
238-130-27-00	Final Map	0	55	55
Annexed Area of Zone A (Tentative Map SUB15-0023)				
238-130-35-00	Undeveloped	0	16	16
238-130-36-00	Undeveloped	0	16	16
Total		0	113	113

* The above table shows the Projected Dwelling Units within Final Map SUB15-0022 and Tentative Map SUB15-0023. At the beginning of each Fiscal Year, the information will be revised as described above.

- b. Within Zone B of CFD No. 2022-1 the Maximum Special Tax for Final Mapped Property, Undeveloped Property, Property Owner Association Property that is not Exempt Property and Public Property that is not Exempt Property shall be \$1,841.57 per Lot.

D. ADJUSTMENT OF THE MAXIMUM SPECIAL TAX ON DEVELOPED PROPERTY

At least 30 days prior to the first issuance of Bonds, the Assigned Special Tax on Developed Property (set forth on Table 1) shall be analyzed in accordance with and subject to the conditions set forth in this Section D unless waived at the City's sole discretion. At such time, CFD No. 2022-1 shall select and engage a Price Point Consultant and the CFD Administrator shall request the Price Point Consultant to prepare a Price Point Study setting forth the Minimum Sales Price of Dwelling Units within each Zone and Land Use Category or plan type if multiple plan types are contained within one Land Use Category. If, based upon the results of the Price Point Study, the CFD Administrator calculates that the Total Tax Burden applicable to Dwelling Units within one or more Land Use Categories exceeds 1.80% of the Minimum Sales Price of such Dwelling Units, the Assigned Special Tax shall be reduced to the extent necessary to cause the Total Tax Burden that shall apply to all Dwelling Units within such Zone and Land Use Category(ies) to not exceed 1.80% of the Minimum Sales Price of such Dwelling Units. Each Assigned Special Tax reduction by Zone and Land Use Category shall be calculated by the CFD Administrator separately. It shall not be required that such reduction be proportionate among all Land Use Categories in a Zone. However, the CFD Administrator shall reduce the Assigned Special Tax for other Land Use Categories in a Zone, as applicable, to ensure that, after any reductions occurring pursuant to this Section, the Assigned Special Tax for any Land Use Category in a Zone is not less than the Assigned Special Tax for the any Land Use Category in such Zone containing a Dwelling Unit of a lesser Developed Floor Area. For example, the Assigned Special Tax for Land Use Category "2" is at least the Assigned Special Tax for Land Use Category "1"; if such is not true, the Assigned Special Tax for Land Use Category "1" is reduced to equal that of Land Use Category "2". In connection with any reduction in the Assigned Special Tax, the Backup Special Tax for all Dwelling Units shall also be reduced by the CFD Administrator based on the percentage reduction in Assigned Special Tax revenues for each Land Use Category subject to reduction. The Special Tax reductions required pursuant to this paragraph shall be reflected in an amended notice of Special Tax lien which CFD No. 2022-1 shall cause to be recorded by executing a certificate in substantially the same form as Exhibit A attached hereto. The Special Tax reductions required in this section shall become effective in the Fiscal Year following such actions and applied to levy of Special Taxes in such following Fiscal Year. There will be no adjustments made to the current Fiscal Year levy.

E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2022-2023 and for each following Fiscal Year, the CFD Administrator shall levy the Assigned Special Tax on Developed Property at 100% prior to the issuance of Bonds. After the issuance of Bonds, the CFD Administrator shall determine the Special Tax Requirement for such Fiscal Year. The Special Tax shall then be levied as follows:

First: If needed to satisfy the Special Tax Requirement or prior to the issuance of Bonds, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property up to 100% of the applicable Assigned Special Tax; and

Second: If additional moneys are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Final Mapped Property in an amount up to 100% of the Maximum Special Tax for Final Mapped Property to satisfy the Special Tax Requirement; and

Third: If additional moneys are needed to satisfy the Special Tax Requirement after the first two steps has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property in an amount up to 100% of the Maximum Special Tax for Undeveloped Property to satisfy the Special Tax Requirement; and

Fourth: If additional moneys are needed to satisfy the Special Tax Requirement after the first three steps have been completed, the levy of the Special Tax on each Assessor's Parcel of Developed Property for which the Maximum Special Tax is determined through the application of the Backup Special Tax shall be increased Proportionately from the Assigned Special Tax up to the Maximum Special Tax; and

Fifth: If additional moneys are needed to satisfy the Special Tax Requirement after the first four steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Public Property which is not Exempt Property and Property Owner Association Property which is not Exempt Property at up to 100% of the Maximum Special Tax for Property Owner Association Property and Public Property to satisfy the Special Tax Requirement.

F. EXEMPTIONS

Any Assessor's Parcel within the boundaries of CFD No. 2022-1 that is owned or irrevocably dedicated to a public agency as of the date of formation of CFD No. 2022-1 shall be classified as Exempt Property and shall be exempt from the Special Tax in accordance with Section 53340 of the Act. The total number of Projected Dwelling Units within the original boundaries of Zone A of CFD No. 2022-1 has been determined to be equal to 81 PDU, the total number of Projected Dwelling Units within the Annexed Area of Zone A has been determined to be 32 PDU, and the total number of Lots projected to contain Developed Property within Zone B of CFD No. 2022-1 has been determined to be equal to 36 Lots as of the date of formation of CFD No. 2022-1, subject to change as set forth herein.

Except as limited in the following paragraph, the following Assessor's Parcels within the boundaries of CFD No. 2022-1 shall be classified as Exempt Property: (i) Assessor's Parcels which are classified by definition as Public Property or Property Owner Association Property, (ii) Assessor's Parcels which are privately owned and are encumbered by or restricted solely for public uses, and (iii) Assessor's Parcels which are used for other types of public uses as determined by the CFD Administrator.

Tax exempt status will be irrevocably assigned by the CFD Administrator in the chronological order in which property becomes Public Property or Property Owner Association Property

provided however, that no such classification shall reduce (i) the Projected Dwelling Units of all Taxable Property within the original boundaries of Zone A of CFD No. 2022-1 to less than 79 PDU, (ii) the Projected Dwelling Units of all Taxable Property within the Annexed Area of Zone A of CFD No. 2022-1 to less than 31 PDU and, (iii) the total number of Lots projected to contain Developed Property within Zone B of CFD No. 2022-1 to less than 35 Lots, each as determined by the CFD Administrator. Public Property or Property Owner Association Property that would, if designated as Exempt Property, cause (i) the Projected Dwelling Units of all Taxable Property within the original boundaries of Zone A of CFD No. 2022-1 to less than 79 PDU, (ii) the Projected Dwelling Units of all Taxable Property within the Annexed Area of Zone A of CFD No. 2022-1 to less than 31 PDU and, (iii) the total number of Lots projected to contain Developed Property within Zone B of CFD No. 2022-1 to less than 35 Lots shall be required to either (i) prepay the Special Tax for such property in full per PDU for Zone A or per Lot for Zone B for Property Owner Association Property or Public Property applied to such property, which resulting amount is to be used as the Assigned Special Tax in the calculation of the prepayment pursuant to Section I.1 or (ii) be subject to taxation pursuant to the fourth step of Section E.

G. APPEAL

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the CFD Administrator. The written notice of appeal must be filed within the same Fiscal Year for which the Special Tax that is disputed was levied and the property owner must be current and remain current in the payment of all Special Taxes levied.

The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the CFD Administrator's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, an adjustment shall be made to the Annual Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s) and a refund, as described, shall be made representing the amount of the adjustment for the most recent Fiscal Year. The CFD Administrator shall determine if funds are available to provide such refund or, if funds are not available in the sole discretion of the CFD Administrator to provide a cash refund, a credit to the levy of Special Tax in one or more subsequent Fiscal Years shall be made in the same amount.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal actions by such property owner.

H. MANNER OF COLLECTION

The Special Tax will be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2022-1 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet

its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

I. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section I:

"CFD Public Facilities" means \$3,863,462 in Fiscal Year 2021-2022 dollars, or such lower number as determined by the CFD Administrator to be sufficient to fund the Facilities to be provided by CFD No. 2022-1.

"Expenditures Fund" means funds or accounts, regardless of their names, which are established to hold moneys that are available to acquire or construct Facilities.

"Future Facilities Costs" means the CFD Public Facilities minus (i) Facilities costs previously paid from the Expenditures Fund, (ii) moneys currently on deposit in the Expenditures Fund, and (iii) moneys currently on deposit in an escrow fund that are expected to be available to finance Facilities costs. The required and unfunded portion of this amount may increase by 2% annually to the extent such resulting Future Facilities Costs are able to be funded by CFD No. 2022-1 as determined by the CFD Administrator. In no event shall the amount of Future Facilities Costs be less than zero.

1. Prepayment in Full

The Maximum Special Tax obligation may be prepaid and permanently satisfied for an Assessor's Parcel of Developed Property, Final Mapped Property or Undeveloped Property for which a Building Permit has been issued or is pending to be issued, and Public Property and/or Property Owner's Association Property that is not Exempt Property pursuant to Section F. The Prepayment Amount for an Assessor's Parcel of Undeveloped Property for which a Building Permit has been issued or is pending to be issued shall be based on the Assigned Special Tax for the applicable Land Use Category shown in Table 1 based on the Building Permit for such Assessor's Parcel and the then current Special Tax rates. The Maximum Special Tax obligation applicable to such Assessor's Parcel may be fully prepaid and the obligation to pay the Special Tax for such Assessor's Parcel permanently satisfied as described herein; provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Maximum Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay, and within five (5) days of receipt of such notice, the CFD Administrator shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 2022-1 in calculating the proper amount of a prepayment. Within fifteen (15) business days of receipt of such non-refundable deposit, the CFD Administrator shall notify such owner of the Prepayment Amount of such Assessor's Parcel.

The Special Tax Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
less	<u>Reserve Fund Credit</u>
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined below) shall be calculated by the CFD Administrator as follows:

Paragraph No.

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.
2. Compute the Assigned Special Tax and Backup Special Tax for the Assessor's Parcel to be prepaid based on the Developed Property Special Tax which is, or could be, charged in the current Fiscal Year. For Assessor's Parcels of Final Mapped Property (for which a Building Permit has been issued or pending but which is not yet classified as Developed Property) to be prepaid, compute the Assigned Special Tax and Backup Special Tax for that Assessor's Parcel or portion thereof as though it was already designated as Developed Property, based upon the Building Permit .
3. (a) Divide the Assigned Special Tax computed pursuant to Paragraph 2 by the total estimated Assigned Special Tax for CFD No. 2022-1 based on the Developed Property Special Tax which could be charged in the current Fiscal Year on all expected development through buildout of CFD No. 2022-1, excluding any Assessor's Parcels which have been prepaid, and

(b) Divide the Backup Special Tax computed pursuant to Paragraph 2 by the estimated total Backup Special Tax at buildout of CFD No. 2022-1, excluding any Assessor's Parcels which have been prepaid.
4. Multiply the larger quotient computed pursuant to Paragraph 3(a) or 3(b) by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the "Bond Redemption Amount").
5. Multiply the Bond Redemption Amount computed pursuant to Paragraph 4 by the applicable redemption premium (e.g., the redemption price minus 100%), if any, on the Outstanding Bonds to be redeemed (the "Redemption Premium").
6. Compute the current Future Facilities Costs.
7. Multiply the larger quotient computed pursuant to Paragraph 3(a) or 3(b) by the amount determined pursuant to Paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Amount").

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds.
9. Determine the Special Tax levied on the Assessor's Parcel in the current Fiscal Year which has not yet been paid.
10. Add the amounts computed pursuant to Paragraphs 8 and 9 to determine the "Defeasance Amount".
11. Verify the administrative fees and expenses of CFD No. 2022-1, including the costs to compute the prepayment, the costs to invest the prepayment proceeds, the costs to redeem Bonds, and the costs to record any notices to evidence the prepayment and the redemption (the "Administrative Fees and Expenses").
12. If reserve funds for the Outstanding Bonds, if any, are at or above 100% of the reserve requirement (as defined in the Indenture) on the prepayment date, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the "Reserve Fund Credit"). No Reserve Fund Credit shall be granted if reserve funds are below 100% of the reserve requirement on the prepayment date or the redemption date.
13. The amount due to fully prepay the Special Tax is equal to the sum of the amounts computed pursuant to Paragraphs 4, 5, 7, 10, and 11, less the amount computed pursuant to Paragraph 12 (the "Prepayment Amount").
14. From the Prepayment Amount, the amounts computed pursuant to Paragraphs 4, 5, 10, and 12 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Paragraph 7 shall be deposited into the Expenditures Fund. The amount computed pursuant to Paragraph 11 shall be retained by CFD No. 2022-1.

The Special Tax Prepayment Amount may be sufficient to redeem other than a \$5,000 increment of Bonds. In such cases, the increment above \$5,000, or integral multiple thereof, will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of Bonds or to make debt service payments.

Upon cash payment of the Prepayment Amount due pursuant to the above and upon owner providing confirmation from the County to the CFD Administrator that all prior and current Fiscal Year's Special Taxes, including any delinquency penalties and interest, for such Assessor's Parcel has been paid, the City shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Taxes and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay the Special Tax shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of Maximum Special Taxes that may be levied on Taxable Property both prior to and after the

proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds.

2. Prepayment in Part

The Maximum Special Tax on an Assessor's Parcel of Developed Property or an Assessor's Parcel of Undeveloped Property for which a Building Permit has been issued may be partially prepaid, provided an Assessor's Parcel of Developed Property may only be partially prepaid prior to or concurrent with the close of escrow of a sale to the initial homebuyer. The amount of the prepayment shall be calculated as in Section H.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = (P_E \times F) + G$$

These terms have the following meaning:

PP = the partial Prepayment Amount

P_E = the Prepayment Amount calculated according to Section H.1.a.

F = the percent by which the owner of the Assessor's Parcel(s) is partially prepaying the Maximum Special Tax.

G = the administrative fee determined in Section H.1.b.

The Special Tax partial Prepayment Amount must be sufficient to redeem at least a \$5,000 increment of Bonds, unless waved by the CFD Administrator.

The owner of an Assessor's Parcel who desires to partially prepay the Maximum Special Tax shall notify the CFD Administrator of (i) such owner's intent to partially prepay the Maximum Special Tax, and (ii) the percentage by which the Maximum Special Tax shall be prepaid, and within five (5) days of receipt of such notice, the CFD Administrator shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 2022-1 in calculating the proper amount of a partial prepayment. Within fifteen (15) days of receipt of such non-refundable deposit, the CFD Administrator shall notify such owner of the partial Prepayment Amount of such Assessor's Parcel.

With respect to any Assessor's Parcel that is partially prepaid, the CFD Administrator shall (i) distribute the funds remitted pursuant to Section H.1.d, and (ii) indicate in the records of CFD No. 2022-1 that there has been a partial prepayment of the Maximum Special Tax and that a portion of the Assigned Special Tax and Backup Special Tax equal to the outstanding percentage (1.00 - F) of the Assigned Special Tax and Backup Special Tax shall continue to be authorized to be levied on such Assessor's Parcel pursuant to Section E.

J. TERM OF THE SPECIAL TAX

The Special Tax shall not be levied beyond Fiscal Year 2075-2076.

EXHIBIT A**CERTIFICATE OF MODIFICATION OF SPECIAL TAXES
(Page 1 of 2)****CITY OF ESCONDIDO AND CFD No. 2022-1 CERTIFICATE**

1. Pursuant to Section C.1 of the Rate and Method of Apportionment for the City of Escondido Community Facilities District No. 2022-1 (Eclipse / Mountain House) ("CFD No. 2022-1"), the Assigned Special Tax for Developed Property within CFD 2022-1 has been modified. This calculation was based upon a Price Point Study that received by the CFD Administrator on _____.
- a. The information in Table 1 relating to the Assigned Special Tax for Developed Property with CFD No. 2022-1, as stated in Section C.1.b of the Rate and Method of Apportionment, has been modified as follows:

TABLE 1
Assigned Special Taxes for Developed Property
Commencing Fiscal Year 20__-20__

Land Use Category	Property Description	Unit Type	Developed Floor Area	Assigned Special Tax Per Taxable Unit
Zone A				
1	Residential	DU	Less than 1,200 sq. ft.	\$[]
2	Residential	DU	1,200 sq. ft. to 1,400 sq. ft.	\$[]
3	Residential	DU	Greater than 1,400 sq. ft.	\$[]
4	Non-Residential	PDU	NA	\$[]
Zone B				
1	Residential	DU	NA	\$[]
2	Non-Residential	Lot	NA	\$[]

- b. In connection with any reduction in the Assigned Special Tax, the Special Tax for Final Mapped Property, Undeveloped Property, Property Owner Association Property and Public Property per Acre as set forth in Section C.2 and the Backup Special Tax as set forth in Section C.1.c shall also be reduced by the CFD Administrator based on the recalculation of the Undeveloped Special Tax. The Backup Special Tax for Developed Property, as stated in Section C.1.c, shall be modified, to the extent the Final Map has been recorded, as follows:

EXHIBIT A**CERTIFICATE OF MODIFICATION OF SPECIAL TAXES
(Page 2 of 2)****TABLE 2**Backup Special Taxes for Developed Property
Commencing Fiscal Year 20__-20__

Zone	Backup Special Tax per Dwelling Unit or Lot*
Zone A	\$[]
Zone B	\$[]

* Note: The Backup Special Tax per lot or Dwelling Unit shown may be modified as described in the Rate and Method of Apportionment for CFD No. 2022-1.

2. The Special Tax for Developed Property may only be modified prior to the first issuance of CFD No. 2022-1 Bonds as defined in the Rate and Method of Apportionment.
3. Upon execution of this certificate by CFD No. 2022-1, CFD No. 2022-1 shall cause an amended Notice of Special Tax lien for CFD No. 2022-1 to be recorded reflecting the modifications set forth herein.

By execution hereof, the undersigned acknowledges, on behalf of the City and CFD No. 2022-1, receipt of this certificate and modification of the Rate and Method of Apportionment as set forth in this certificate.

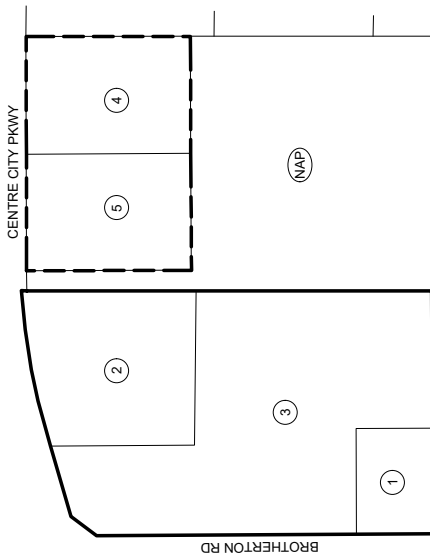
CITY OF ESCONDIDO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (ECLIPSE / MOUNTAIN HOUSE)

By: _____ Date: _____

EXHIBIT B
DEPICTION OF ZONE LOCATION

**BOUNDARY MAP OF
COMMUNITY FACILITIES DISTRICT NO. 2022-1
(ECLIPSE/MOUNTAIN HOUSE)**

OF THE CITY OF ESCONDIDO
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



ZONE A

LOT NO.	SHEET	ZONE	LOT DESIGNATION	ASSESSOR PARCEL NO.
1	1	A		238-130-11-00
2	1	A		238-130-26-00
3	1	A		238-130-27-00
4*	1	A*		238-130-35-00*
5*	1	A*		238-130-36-00*
6	2	B		187-090-38-00
7	2	B		187-090-39-00
8	2	B		187-090-40-00
9	2	B		187-090-41-00
10	2	B		187-090-42-00
11	2	B		187-090-44-00
12	2	B		187-090-45-00
13	2	B		187-090-46-00
14	2	B		187-090-47-00
15	2	B		187-090-48-00
16	2	B		187-090-49-00
17	2	B		187-090-50-00
18	2	B		187-090-51-00
19	2	B		187-090-53-00
20	2	B		187-090-54-00
21	2	B		187-090-56-00
22	2	B		187-090-57-00
23	2	B		187-090-58-00
24	2	B		187-090-59-00
25	2	B		187-091-13-00
26	2	B		187-091-14-00
27	2	B		187-091-15-00
28	2	B		187-091-16-00
29	2	B		187-091-17-00
30	2	B		187-091-18-00
31	2	B		187-091-19-00
32	2	B		187-091-20-00
33	2	B		187-091-22-00
34	2	B		187-091-23-00
35	2	B		187-091-24-00
36	2	B		187-091-25-00
37	2	B		187-091-26-00
38	2	B		187-091-27-00
39	2	B		187-091-28-00
40	2	B		187-091-29-00
41	2	B		187-091-30-00
42	2	B		187-091-31-00
43	2	B		187-091-32-00
44	2	B		187-091-33-00
45	2	B		187-091-34-00
46	2	B		187-091-35-00

FILED THIS _____ DAY OF _____, 20____, AT
THE HOUR OF _____ O'CLOCK _____ M., AS DOCUMENT _____ AT
NO. _____ IN BOOK _____ PAGE(S) _____ OF
MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN
THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN
DIEGO, CALIFORNIA.

BY: _____
DEPUTY RECORDER
COUNTY RECORDER, ERNST J. DRONENBURG, JR.
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

LEGEND:

① LOT NUMBER

——— COMMUNITY FACILITIES
——— DISTRICT BOUNDARY (ZONE A)
- - - FUTURE AREA OF ANNEXATION
(ZONE A)*

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ESCONDIDO,
THIS _____ DAY OF _____, 20____.

BY: _____
CITY CLERK
CITY OF ESCONDIDO
STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE BOUNDARIES
OF COMMUNITY FACILITIES DISTRICT NO. 2022-1 OF THE CITY OF
ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, WAS
APPROVED BY THE CITY COUNCIL OF THE CITY OF ESCONDIDO AT A
REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____,
20____, BY ITS RESOLUTION NO. _____.

BY: _____
CITY CLERK
CITY OF ESCONDIDO
STATE OF CALIFORNIA

SDFA
SPECIAL DISTRICT FINANCING
& ADMINISTRATION

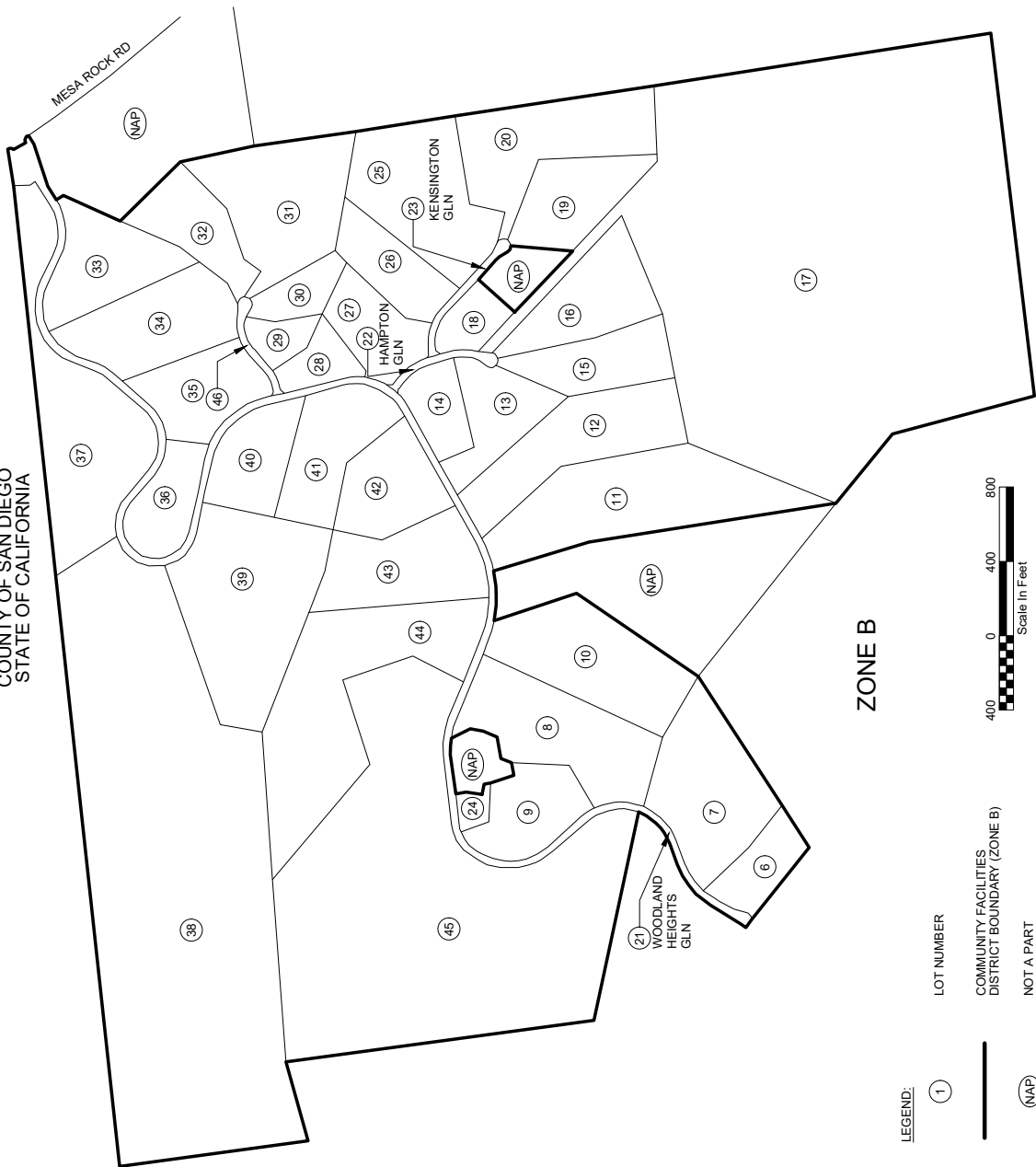
437 WEST GRAND AVENUE
ESCONDIDO, CALIFORNIA 92025
TELEPHONE: (760)233-2630
FAX: (760)233-2631

SHEET	1
DATE	DECEMBER
JOB NO.	CFD

SHEET	2
DATE	DECEMBER
JOB NO.	CFD

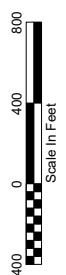
**BOUNDARY MAP OF
COMMUNITY FACILITIES DISTRICT NO. 2022-1
(ECLIPSE/MOUNTAIN HOUSE)**

OF THE CITY OF ESCONDIDO
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



ZONE B

- LEGEND:**
- (1) LOT NUMBER
 - COMMUNITY FACILITIES DISTRICT BOUNDARY (ZONE B)
 - (NAP) NOT A PART



SDFA
SPECIAL DISTRICT FINANCING
& ADMINISTRATION
437 WEST GRAND AVENUE
ESCONDIDO, CALIFORNIA 92025
TELEPHONE: (760)233-2630
FAX: (760)233-2631

UNANIMOUS APPROVAL

Community Facilities District No. 2020-1 of the City of Escondido (Services)

March 2, 2022

Community Facilities District No. 2020-1
of the City of Escondido (Services)
201 North Broadway
Escondido, CA 92025
Attention: City Manager

The City of Escondido (the "City") has formed Community Facilities District No. 2020-1 of the City of Escondido (Services) (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code (the "Act"). The purpose of the District is to finance (1) certain services caused by development within the District (collectively, the "Services") described in Attachment "B" to Resolution No. 2020-24 of the City Council of the City adopted April 8, 2020 (the "Resolution of Intention," attached hereto as Exhibit 2 and incorporated herein by this reference) and (2) "Incidental Expenses" as said term is defined in Attachment "C" to the Resolution of Intention (Rate and Method of Apportionment of Special Taxes).

The undersigned property Owner (the "Owner") hereby states and certifies under penalty of perjury as follows:

1. This Unanimous Approval is submitted by the Owner who is the record owner of fee title to the real property and improvements thereon as described in Exhibit 1, attached hereto and incorporated herein by this reference (collectively, the "Annexation Territory"). The Owner has provided the District valid and current evidence of its ownership of fee title to the Annexation Territory and possesses all legal authority necessary to execute this Unanimous Approval.

2. There are no registered voters residing within the Annexation Territory and have been none during the 90-day period preceding March 2, 2022.

3. This Unanimous Approval constitutes the unanimous approval of the Owners in favor of the following within the meaning of Sections 53329.6, 53339.2 and 53339.3 of the Act:

(a) Annexation. The annexation of the Annexation Territory to the District for the purpose of financing the Services and Incidental Expenses set forth in Attachment "B" to the Resolution of Intention (Exhibit 2 hereto).

(b) Special Tax. The levy of special taxes in the Annexation Territory to finance the Services and the Incidental Expenses in accordance with the Rate and Method of Apportionment of Special Taxes described within Attachment "C" to the Resolution of Intention (Exhibit 2 hereto) and this Unanimous Approval (the "Special Tax").

4. Pursuant to Section 53329.6 of the Act, this Unanimous Approval constitutes the vote of the qualified elector in favor of the matters addressed in this Section 3 for purposes of the California Constitution, including but not limited to Articles XIII A and XIII C.

Unanimous Approval of Landowner to Annex into CFD No. 2020-1

4861-0603-8028v5/022009-0050

5. The Owner hereby acknowledges that no further hearings or procedures are required with respect to the approval of the matters set forth in Section 3 above.

6. The Owner understands and hereby unanimously approves that the Special Tax is authorized to be levied on the Annexation Territory annexed to the District, and the lien is a continuing lien that shall secure each annual levy of the Special Taxes and that shall continue in force and effect until the Special Tax obligation is canceled in accordance with law or until the Special Tax ceases to be levied and a Notice of Cessation of Special Tax is recorded in accordance with Section 53330.5 of the Government Code.

7. The Owner hereby waives any and all requirements with respect to the approval of the matters set forth in this Unanimous Approval, including without limitation the preparation of an impartial analysis, arguments, or rebuttals concerning elections as provided for by Sections 9160 to 9167, inclusive, and Section 9190 of the Elections Code, and preparation of a tax rate statement as provided in Section 9401 of the Elections Code and any further notices of such approvals as may be required pursuant to the Elections Code or the Government Code. Having been fully advised with respect to the approval process set forth herein, the Owner waives compliance with any and all provisions of the Elections Code and Government Code, and with any other time limits or requirements pertaining to this Unanimous Approval.

8. The Owner hereby represents that compliance with any additional procedural requirements for the Unanimous Approval provided for herein, including the receipt of any arguments for or against such approval and impartial analyses and the time limitations that may apply in connection with scheduling, mailing, and publishing notices, are unnecessary in light of the fact that the undersigned has received sufficient information regarding the imposition of the Special Tax as set forth in Resolution No. 2020-44 of the City Council of the City adopted May 13, 2020 (the "Resolution of Formation") to allow it to properly complete this Unanimous Approval. The Owner further waives its right to make any protest or complaint or undertake any legal action challenging the validity of this Unanimous Approval and any proceedings taken in connection therewith or the levy of the Special Tax to finance the costs of the Services for the benefit of the Annexation Territory.

9. The Owner hereby authorizes the District to execute and cause to be recorded in the Office of the County Recorder of the County of San Diego a Notice of Special Tax Lien in accordance with Streets and Highways Code section 3117.5, which shall give notice that a lien to secure payment of the Special Tax is imposed by the District. The Owner further represents that there is no currently pending transfer of the Annexation Territory, or anticipated transfer of the Annexation Territory, that will affect the ability to record a Notice of Special Tax Lien or complete any other procedural steps described in this Unanimous Approval.

10. The Owner hereby warrants to the District that the presentation of this Unanimous Approval, any vote, consent, or waiver contained herein, and any other action mandated by the City for the annexation of the Annexation Territory to the District, shall not constitute or be construed as an event of default or delinquency under any existing or proposed financing document entered into or to be entered into by the Owner for the Annexation Territory, including without limitation any "due-on-encumbrance" clause under any existing security instrument secured by the Annexation Territory.

11. The Owner hereby agrees to comply with Section 53341.5 of the Government Code with respect to disclosures about the Special Tax to prospective purchasers of the Annexation Territory or any part of it.

12. The Owner hereby further agrees to execute any additional or supplemental agreements that may be reasonably required by the District to provide for any of the actions and conditions described in this Unanimous Approval.

13. The Owner hereby represents that (i) the signature page of this Unanimous Approval identifies all persons and entities holding title to the Annexation Territory, and (ii) no consent or approval of any third party is required for the Owner's execution of this Unanimous Approval except for any such consent or approval that the Owner has already obtained.

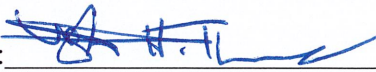
14. This Unanimous Approval shall be effective upon its execution and delivery.

I certify under the penalty of perjury under the laws of the State of California that the foregoing Unanimous Approval is true and correct; I have the authority to execute this Unanimous Approval as, or on behalf of, the Owner; and this Unanimous Approval is hereby executed this 22nd day of February 2022 in Carlsbad, California.

CWC ESCONDIDO 113, LLC,
a Delaware limited liability company

By: CWC ESCON 113 MGMT LP, a California limited
partnership
Its: Managing Member


By: CWC ESCON MGMT LLC, a California limited liability
company
Its: General Partner

By:  _____
Robert H. Thorne,
Chief Executive Officer

TTLIC CALWEST, LLC,
a California limited liability company

By: CWC High Point 36, LLC, a California limited liability
company
Its: Member

By: California West Communities, LLC, a California limited
liability company
Its: Sole Member

By: 
Robert H. Thorne, Trustee of the
Thorne Family Trust udt Dated
August 31, 2004
Its: Managing Member

(Above signature must be notarized; Acknowledgement page follows.)

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 San Diego]

On February 22, 2022, before me, M.K. Stuckey, a Notary Public, personally appeared Robert A. Thorne, 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: M.K. Stuckey (Seal)



Unanimous Approval of Landowner to Annex into CFD No. 2020-1

EXHIBIT 1

ANNEXATION TERRITORY

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

Assessor's Parcel Nos. (as set forth in the County of Escondido Assessor's Fiscal Year 2021-22 Roll):

- 238-130-11-00
- 238-130-26-00
- 238-130-27-00
- 187-090-38-00
- 187-090-39-00
- 187-090-40-00
- 187-090-41-00
- 187-090-42-00
- 187-090-44-00
- 187-090-45-00
- 187-090-46-00
- 187-090-47-00
- 187-090-48-00
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- 187-091-18-00
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- 187-091-20-00
- 187-091-22-00
- 187-091-23-00
- 187-091-24-00
- 187-091-25-00
- 187-091-26-00
- 187-091-27-00
- 187-091-28-00
- 187-091-29-00
- 187-091-30-00
- 187-091-31-00

Unanimous Approval of Landowner to Annex into CFD No. 2020-1

187-091-32-00
187-091-33-00
187-091-34-00
187-091-35-00
187-091-32-00
187-091-33-00
187-091-34-00
187-091-35-00

RESOLUTION NO. 2022-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ESTABLISHING COMMUNITY FACILITIES DISTRICT NO. 2022-1 OF THE CITY OF ESCONDIDO (ECLIPSE/MOUNTAIN HOUSE), AND FUTURE ANNEXATION AREA, AUTHORIZING THE LEVY OF A SPECIAL TAX THEREIN, CALLING AN ELECTION AND APPROVING AND AUTHORIZING CERTAIN ACTION RELATED THERETO

WHEREAS, the City Council (“City Council”) of the City of Escondido (“City”) has heretofore adopted Resolution No. 2022-02 stating its intention to form Community Facilities District No. 2022-1 of the City of Escondido (Eclipse/Mountain House) (“Community Facilities District No. 2022-1” or the “District”) and to designate certain parcels as territory proposed for future annexation into the District (the “Future Annexation Area”), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the “Act”); and

WHEREAS, a copy of Resolution No. 2022-02 setting forth a description of the proposed boundaries of Community Facilities District No. 2022-1 and the Future Annexation Area, the facilities and incidental expenses to be financed by the District and the Future Annexation Area, and the rate and method of apportionment of the special tax proposed to be levied within the District and the Future Annexation Area is on file with the City Clerk; and

WHEREAS, notice was published and mailed to all landowners of the land proposed to be included within the District as required by law relative to the intention of this City Council to form proposed Community Facilities District No. 2022-1 and the Future Annexation Area and to levy a special tax (the

“Special Tax”) and to incur bonded indebtedness in the amount of up to \$6,000,000 therein to finance the facilities and incidental expenses described in Resolution No. 2022-02; and

WHEREAS, on March 2, 2022, this City Council conducted a noticed public hearing as required by law relative to the proposed formation of Community Facilities District No. 2022-1 and the Future Annexation Area, the levy of the Special Tax therein and the issuance of bonded indebtedness by the District; and

WHEREAS, at the March 2, 2022 public hearing there was filed with this City Council a report containing a description of the facilities necessary to meet the needs of the District and the Future Annexation Area and an estimate of the cost of such facilities as required by Section 53321.5 of the Act (the “CFD Report”); and

WHEREAS, at the March 2, 2022 public hearing all persons desiring to be heard on all matters pertaining to the formation of Community Facilities District No. 2022-1 and the Future Annexation Area, the levy of the Special Tax and the issuance of bonded indebtedness were heard and full and fair hearings were held; and

WHEREAS, following the public hearing, this City Council has determined to authorize the formation of the District and the Future Annexation Area to finance the types of facilities (the “Facilities”) and the incidental expenses (the “Incidental Expenses”) set forth in Exhibit “A” hereto, which are described in more detail in the CFD Report; and

WHEREAS, at the public hearing evidence was presented to this City Council on the matters before it, and the proposed Special Tax to be levied within the District was not precluded by a majority protest of the type described in Section 53324 of the Act, and this City Council at the conclusion of the hearing

was fully advised as to all matters relating to the formation of the District and the Future Annexation Area, the levy of the Special Tax and the issuance of bonded indebtedness by the District; and

WHEREAS, this City Council has determined, based on a Certificate of Registrar of Voters of the County of San Diego on file in the office of the City Clerk, that no registered voters have been residing in the proposed boundaries of Community Facilities District No. 2022-1 for each of the 90 days prior to March 2, 2022 and that the qualified electors in Community Facilities District No. 2022-1 are the landowners within the District; and

WHEREAS, on the basis of all of the foregoing, this City Council has determined to proceed with the establishment of Community Facilities District No. 2022-1 and the Future Annexation Area and to Call an election therein to authorize (i) the levy of Special Tax pursuant to the rate and method of apportionment of the special tax, as set forth in Attachment C to Resolution No. 2022-02 (the "Rate and Method"), (ii) the issuance of bonds to finance the Facilities and Incidental Expenses, and (iii) the establishment of an appropriations limit for Community Facilities District No. 2022-1;

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

1. That the above recitations are true.
2. That a community facilities district to be designated "Community Facilities District No. 2022-1 of the City of Escondido (Eclipse/Mountain House)" is hereby established pursuant to the Act. The future annexation area designated as "Community Facilities District No. 2022-1 of the City of Escondido (Eclipse/Mountain House) (Future Annexation Area)" is hereby established pursuant to the Act. The City Council hereby finds and determines that all prior proceedings taken with respect to the establishment of the District and the Future Annexation Area were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1(b) of the Act.

3. That the boundaries of Community Facilities District No. 2022-1 are established as shown on the map designated "Boundary Map of Community Facilities District No. 2022-1 (Eclipse/Mountain House) City of Escondido, County of San Diego, State of California", which map is on file in the office of the City Clerk and was recorded pursuant to Sections 3111 and 3113 of the Streets and Highways Code in the County Book of Maps of Assessment and Community Facilities Districts in the Assessor-County Clerk-Recorder's office of the County of San Diego in Book No. 49 Page Nos. 89-90 on February 1, 2022 as Instrument No. 2022-7000033.

Parcels within the Future Annexation Area shall be annexed to the District and subjected to the special tax of the District only with the unanimous approval of the owner or owners of the parcel or parcels at the time of annexation or in compliance with other procedures established by the Act. The City Council hereby determines that any property for which the owner or owners execute a Unanimous Approval shall be added to the District and the City Clerk shall record an amendment to the notice of special tax lien for the District pursuant to Section 3117.5 of the Streets & Highways Code.

4. That the types of Facilities and Incidental Expenses authorized to be provided for Community Facilities District No. 2022-1, and, when it has been annexed to the District, the Future Annexation Area, are those set forth in Exhibit "A" attached hereto. The estimated cost of the Facilities and Incidental Expenses to be financed is set forth in the CFD Report, which estimates may change as the Facilities are designed and bid for construction and acquisition, as applicable.

The City is authorized by the Act to contribute revenue to, or to construct or acquire the Facilities, all in accordance with the Act. The City Council finds and determines that the proposed Facilities are necessary to meet the increased demand that will be placed upon local agencies and public infrastructure as a result of new development within the District and that the Facilities to be financed benefit residents of the City and the future residents of the District and the Future Annexation Area.

5. That except where funds are otherwise available, it is the intention of this City Council, subject to the approval of the eligible voters of the District, to levy annually a Special Tax at the rates set forth in the Rate and Method on all non-exempt property within the District sufficient to pay for (i) the Facilities; (ii) the Incidental Expenses; and (iii) the principal and interest and other periodic costs on the bonds proposed to be issued to finance the Facilities and Incidental Expenses, including the establishment and replenishment of reserve funds, any remarketing, credit enhancement and liquidity facility fees and other expenses of the type permitted by Section 53345.3 of the Act. The District expects to incur, and in certain cases has already incurred, Incidental Expenses in connection with the creation of the District and the Future Annexation Area, the issuance of bonds, the levying and collecting of the Special Tax, the completion and inspection of the Facilities and the annual administration of the bonds and the District and the Future Annexation Area. The Rate and Method is described in detail in Attachment C to Resolution No. 2022-02 and incorporated herein by this reference, and the City Council hereby finds that the Rate and Method contains sufficient detail to allow each landowner within the District to estimate the maximum amount of Special Taxes that may be levied against each parcel. As described in greater detail in the CFD Report, which is incorporated by reference herein, the Special Tax is based on the expected demand that each parcel of real property within Community Facilities District No. 2022-1 will place on the Facilities and on the benefit that each parcel will derive from the right to access the Facilities and, accordingly, is hereby determined to be reasonable. The Special Tax shall be levied on each assessor's parcel in accordance with the Rate and Method provided, however, that the Special Tax shall not be levied on any taxable parcel beyond 50 years after such parcel was classified as Developed Property in accordance with the Rate and Method. The Special Tax is apportioned to each parcel on the foregoing bases pursuant to Section 53325.3 of the Act and such Special Tax is not on or based upon the ownership of real property or the assessed value of real property.

If Special Taxes of the District are levied against any parcel used for private residential purposes, (i) the maximum Special Tax rate shall be specified as a dollar amount which shall be calculated and established not later than the date on which the parcel is first subject to the Special Tax because of its use for private residential purposes and shall not be increased over time except as authorized under the Rate and Method, (ii) the Special Tax shall not be levied on any taxable parcel beyond 50 years after such parcel was classified as Developed Property in accordance with the Rate and Method, and (iii) under no circumstances will the Special Tax levied against any such parcel used for private residential uses be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the District by more than ten percent above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults.

The City Manager of the City of Escondido, will be responsible for preparing annually, or authorizing a designee to prepare, a current roll of special tax levy obligations by assessor's parcel number and will be responsible for estimating future special tax levies pursuant to Section 53340.2 of the Act.

6. That in the event that a portion of the property within Community Facilities District No. 2022-1 shall become for any reason exempt, wholly or partially, from the levy of the Special Tax specified in the Rate and Method, or in the event of delinquencies in the payment of Special Taxes levied, the City Council shall, on behalf of Community Facilities District No. 2022-1, increase the levy to the extent necessary and permitted by law and these proceedings upon the remaining property within Community Facilities District No. 2022-1 which is not exempt or delinquent in order to yield the required debt service payments on any outstanding bonds of the District, or to prevent the District from defaulting on any of its other obligations or liabilities; provided, however, under no circumstances will the Special Tax levied against any parcel used for private residential uses be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the District by more than ten percent

above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. The amount of the Special Tax will be set in accordance with the Rate and Method. The obligation to pay Special Taxes may be prepaid only as set forth in Section G of the Rate and Method.

7. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all non-exempt real property in the District and this lien shall continue in force and effect until the Special Tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the Special Tax by the District ceases.

8. Consistent with Section 53325.6 of the Act, the City Council finds and determines that the land within Community Facilities District No. 2022-1, if any, devoted primarily to agricultural, timber or livestock uses and being used for the commercial production of agricultural, timber or livestock products is contiguous to other land within Community Facilities District No. 2022-1 and will be benefited by the Facilities proposed to be provided within Community Facilities District No. 2022-1.

9. It is hereby further determined that there is no ad valorem property tax currently being levied on property within proposed Community Facilities District No. 2022-1 for the exclusive purpose of paying the principal of or interest on bonds or other indebtedness incurred to finance the construction of capital facilities which provide the same services to the territory of Community Facilities District No. 2022-1 as are proposed to be provided by the Facilities to be financed by Community Facilities District No. 2022-1.

10. Written protests against the establishment of the District or the Future Annexation Area have not been filed by one-half or more of the registered voters within the boundaries of the District or

the Future Annexation Area or by the property owners of one-half (1/2) or more of the area of land within the District or the Future Annexation Area. The City Council hereby finds that the proposed Special Tax has not been precluded by a majority protest pursuant to Section 53324 of the Act.

11. An election is hereby called for Community Facilities District No. 2022-1 on the propositions of levying the special tax on the property within Community Facilities District No. 2022-1 and establishing an appropriations limit for Community Facilities District No. 2022-1 pursuant to Section 53325.7 of the Act and shall be consolidated with the election on the proposition of incurring bonded indebtedness for Community Facilities District No. 2022-1, pursuant to Section 53351 of the Act. The propositions to be placed on the ballot for the District are attached hereto as Exhibit "B".

12. The date of the election within Community Facilities District No. 2022-1 shall be March 2, 2022, or such later date as is consented to by the City Clerk and the landowners within Community Facilities District No. 2022-1. The City Clerk shall conduct the election. Except as otherwise provided by the Act, the election shall be conducted by personally delivered or mailed ballot and, except as otherwise provided by the Act, the election shall be conducted in accordance with the provisions of law regulating elections of the City of Escondido insofar as such provisions are determined by the City Clerk to be applicable.

It is hereby found that there are not more than twelve registered voters within the territory of Community Facilities District No. 2022-1, and, pursuant to Section 53326 of the Act, each landowner who is the owner of record on the date hereof, or the authorized representative thereof, shall have one vote for each acre or portion thereof that he, she or it owns within Community Facilities District No. 2022-1. The voters shall be the landowners of record within Community Facilities District No. 2022-1 as of March 2, 2022.

13. The preparation of the CFD Report is hereby ratified. The CFD Report, as submitted, is hereby approved and was made a part of the record of the public hearing regarding the formation of Community Facilities District No. 2022-1 and the Future Annexation Area. The CFD Report is ordered to be kept on file with the transcript of these proceedings and open for public inspection.

14. This Resolution shall be effective upon its adoption.

ATTACHMENT A

**Types of Facilities To Be
Financed By Community
Facilities District No. 2022-1**

The proposed types of public facilities and expenses to be financed by the District include:

The construction, purchase, modification, expansion, rehabilitation and/or improvement of (i) water and wastewater, drainage, park, local and regional traffic, and other public facilities of the City, including the foregoing public facilities which are included in the City's fee programs with respect to such facilities and authorized to be financed under the Mello-Roos Community Facilities Act of 1982, as amended (the "City Facilities"), and all appurtenances and appurtenant work in connection with the foregoing City Facilities, and to finance the incidental expenses to be incurred, including:

a. Engineering, planning, designing, materials testing, coordination, construction staking, construction management and supervision for such City Facilities, and the cost of engineering, planning and designing the City Facilities;

b. All costs, including costs of the property owners petitioning to form the District, associated with the creation of the District, the issuance of the bonds, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of the District; and

c. Any other expenses incidental to the construction, acquisition, modification, rehabilitation, completion and inspection of the City Facilities.

Capitalized terms used and not defined herein shall have the meaning set forth in the Rate and Method of Apportionment of Special Taxes for the District.

ATTACHMENT B

BALLOT PROPOSITIONS

**COMMUNITY FACILITIES DISTRICT NO. 2022-1
OF THE CITY OF ESCONDIDO (ECLIPSE/MOUNTAIN HOUSE)**

SPECIAL TAX AND SPECIAL BOND ELECTION

March 2, 2022

PROPOSITION A: Shall Community Facilities District No. 2022-1 of the City of Escondido (Eclipse/Mountain House) (the "District") incur an indebtedness and issue bonds in the maximum principal amount of \$6,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 2022-02 of the City Council of the City of Escondido?

YES _____

NO _____

PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in Resolution No. 2022-02 of the City Council of the City of Escondido be levied to pay for the Facilities, Incidental Expenses and other purposes described in Resolution No. 2022-02, including the payment of the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses?

YES _____

NO _____

PROPOSITION C: For each year commencing with Fiscal Year 2022-23, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for Community Facilities District No. 2022-1 be an amount equal to \$6,000,000?

YES _____

NO _____

RESOLUTION NO. 2022-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-1 OF THE CITY OF ESCONDIDO (ECLIPSE/MOUNTAIN HOUSE) DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED \$6,000,000 WITHIN COMMUNITY FACILITIES DISTRICT NO. 2022-1 OF THE CITY OF ESCONDIDO (ECLIPSE/MOUNTAIN HOUSE) AND CALLING AN ELECTION THEREIN

WHEREAS, on January 26, 2022, the City Council of the City of Escondido (the "City Council") adopted Resolution No. 2022-02 stating its intention to form Community Facilities District No. 2022-1 of the City of Escondido (Eclipse/Mountain House) ("Community Facilities District No. 2022-1" or the "District") and a future annexation area (the "Future Annexation Area") within the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"); and

WHEREAS, on January 26, 2022, the City Council also adopted Resolution No. 2022-08 stating its intention to incur bonded indebtedness in the amount of up to \$6,000,000 within proposed Community Facilities District No. 2022-1 to finance (1) the purchase, construction, modification, expansion, improvement or rehabilitation of public facilities identified in Attachment B to Resolution No. 2022-02, and (2) the incidental expenses to be incurred in financing such public facilities and forming and administering the District and the Future Annexation Area, as identified in Attachment B to Resolution No. 2022-02; and

WHEREAS, notice was published as required by law relative to the intention of the City Council to form proposed Community Facilities District No. 2022-1 and the Future Annexation Area therein and to incur bonded indebtedness in the amount of up to \$6,000,000 within the boundaries of proposed Community Facilities District No. 2022-1; and

WHEREAS, on March 2, 2022, this City Council conducted a noticed public hearing to determine whether it should proceed with the formation of Community Facilities District No. 2022-1 and the Future Annexation Area, issue bonds to pay for the facilities and incidental expenses described in Resolution No. 2022-02 and authorize the rate and method of apportionment of a special tax to be levied within Community Facilities District No. 2022-1 for the purposes described in Resolution No. 2022-02; and

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the formation of Community Facilities District No. 2022-1 and the Future Annexation Area, the levy of a special tax and the issuance of bonds to pay for the cost of the proposed facilities and incidental expenses were heard and a full and fair hearing was held; and

WHEREAS, the City Council subsequent to such hearing adopted a resolution establishing Community Facilities District No. 2022-1 (the "Resolution of Formation") and authorizing the financing of the public facilities (the "Facilities") and the incidental expenses (the "Incidental Expenses") described in Attachment B thereto; and

WHEREAS, the City Council desires to make the necessary findings to incur bonded indebtedness within the District, to declare the purpose for said debt, and to authorize the submittal of a proposition to issue bonded indebtedness to the voters of the District, being the landowners within the proposed District, all as authorized and required by law;

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

1. It is necessary to incur bonded indebtedness in a maximum aggregate principal amount not to exceed \$6,000,000 within Community Facilities District No. 2022-1.
2. The indebtedness is to be incurred for the purpose of financing the costs of purchasing, constructing, modifying, expanding, improving, or rehabilitating the Facilities and financing the Incidental

Expenses, as described in the Resolution of Formation, and carrying out the powers and purposes of Community Facilities District No. 2022-1, including, but not limited to, financing the costs of selling the bonds, establishing and replenishing bond reserve funds and paying remarketing, credit enhancement and liquidity facility fees and other expenses of the type authorized by Section 53345.3 of the Act.

3. The whole of the property within Community Facilities District No. 2022-1, other than property exempted from the special tax pursuant to the provisions of the rate and method of apportionment attached to Resolution No. 2022-02 as Attachment C, shall pay for the bonded indebtedness pursuant to the levy of the special tax authorized by the Resolution of Formation.

4. The maximum term of the bonds to be issued shall in no event exceed 35 years or such longer term as is then permitted by law.

5. The bonds shall bear interest at the rate or rates not to exceed the maximum interest rate permitted by law, payable annually or semiannually, or in part annually and in part semiannually, except the first interest payment may be for a period of less than six months, with the actual rate or rates and times of payment to be determined at the time or times of sale thereof.

6. The bonds may bear a variable or fixed interest rate, provided that such variable rate or fixed rate shall not exceed the maximum rate permitted by Section 53531 of the Act, or any other applicable provision of law limiting the maximum interest rate on the bonds.

7. Pursuant to Section 53351 of the Act, a special election is hereby called for Community Facilities District No. 2022-1 on the proposition of incurring the bonded indebtedness. The proposition relative to incurring bonded indebtedness in the maximum aggregate principal amount of \$6,000,000 shall be in the form of Proposition A set forth in Exhibit "A" hereto. In accordance with Sections 53351(h) and 53353.5 of the Act, the election shall be consolidated with the special election called on the proposition of levying a special tax within the District as described in the Resolution of Formation, which proposition shall be in the form of Proposition B set forth in Exhibit "A", and on the proposition of establishing an

appropriations limit for the District, which proposition shall be in the form of Proposition C set forth in Exhibit "A".

8. The date of the special election for Community Facilities District No. 2022-1 on the propositions of incurring the bonded indebtedness, authorizing the levy of the special tax and setting an appropriations limit shall be March 2, 2022, or such later date as is consented to by the City Clerk, or a Deputy City Clerk of the City (referred to herein as the "City Clerk"); provided that, if the election is to take place sooner than 90 days after March 2, 2022, then the unanimous written consent of each qualified elector within the District to such election date must be obtained. The polls shall be open for said election immediately following the public hearing on March 2, 2022. The election shall be conducted by the City Clerk. Except as otherwise provided by the Act, the election shall be conducted in accordance with the provisions of law regulating elections of the City of Escondido insofar as such provisions are determined by the City Clerk to be applicable. The City Clerk is authorized to conduct the election following the adoption of the Resolution of Formation, and this resolution and all ballots shall be received by and the City Clerk shall close the election by 6:00 p.m. on the election day; provided the election shall be closed at such earlier time as all qualified electors have voted as provided in Section 53326(d) of the Act. Pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed in person, or by mail with return postage prepaid, to the qualified electors within Community Facilities District No. 2022-1. It is hereby found that there are fewer than 12 registered voters within the territory of Community Facilities District No. 2022-1 and, pursuant to Section 53351(j) of the Act, the ballots for the special election shall be distributed in person or by mail with return postage prepaid to the landowners of record within Community Facilities District No. 2022-1 as of the close of the March 2, 2022 hearing regarding the formation of Community Facilities District No. 2022-1. Each landowner shall have one vote for each acre or portion thereof that he, she or it owns within Community Facilities District No. 2022-1, as provided in Section 53326 of the Act. The sole landowner within Community Facilities District No. 2022-

1 has executed and delivered a waiver of certain election law requirements and consenting to the holding of the election on March 2, 2022, which waiver is on file with the City Clerk.

ATTACHMENT A

BALLOT PROPOSITIONS

**COMMUNITY FACILITIES DISTRICT NO. 2022-1
OF THE CITY OF ESCONDIDO (ECLIPSE/MOUNTAIN HOUSE)**

SPECIAL TAX AND SPECIAL BOND ELECTION

March 2, 2022

PROPOSITION A: Shall Community Facilities District No. 2022-1 of the City of Escondido (Eclipse/Mountain House) (the "District") incur an indebtedness and issue bonds in the maximum principal amount of \$6,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 2022-02 of the City Council of the City of Escondido?

YES _____

NO _____

PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in Resolution No. 2022-02 of the City Council of the City of Escondido be levied to pay for the Facilities, Incidental Expenses and other purposes described in Resolution No. 2022-02, including the payment of the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses?

YES _____

NO _____

PROPOSITION C: For each year commencing with Fiscal Year 2022-23, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for Community Facilities District No. 2022-1 be an amount equal to \$6,000,000?

YES _____

NO _____

RESOLUTION NO. 2022-12

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-1 OF THE CITY OF ESCONDIDO (ECLIPSE/MOUNTAIN HOUSE) CERTIFYING ELECTION RESULTS

WHEREAS, the City Council of the City of Escondido called and duly held an election on March 2, 2022 within the boundaries of Community Facilities District No. 2022-1 of the City of Escondido (Eclipse/Mountain House) (“Community Facilities District No. 2022-1” or the “District”) pursuant to Resolution Nos. 2022-02 and 2022-08 for the purpose of presenting to the qualified electors within the District Propositions A, B and C, attached hereto as Exhibit “A”; and

WHEREAS, there has been presented to this City Council a certificate of the City Clerk or Deputy City Clerk (referred to herein as the “City Clerk”) canvassing the results of the election, a copy of which is attached hereto as Exhibit “B”;

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

1. That the above recitations are true.
2. That propositions A, B and C presented to the qualified electors of the District on March 2, 2022 were approved by more than two-thirds of the votes cast at said election and Propositions A, B and C each has carried. The City Council, acting as the legislative body of the District, is hereby authorized to levy on the land within the District the special tax described in Proposition B for the purposes described therein and to take the necessary steps to levy the special tax authorized by Proposition B and to issue bonds in an amount not to exceed \$6,000,000 specified in Proposition A.

3. That the City Clerk is hereby directed to record in the Assessor-County Clerk-Recorder's office of the County of San Diego within fifteen days of the date hereof a notice of special tax lien with respect to the District which Bond Counsel to the District shall prepare in the form required by Streets and Highways Code Section 3114.5.

4. That this Resolution shall be effective upon its adoption.

**EXHIBIT A
BALLOT PROPOSITIONS**

**COMMUNITY FACILITIES DISTRICT NO. 2022-1
OF THE CITY OF ESCONDIDO (ECLIPSE/MOUNTAIN HOUSE)**

SPECIAL TAX AND SPECIAL BOND ELECTION

March 2, 2022

PROPOSITION A: Shall Community Facilities District No. 2022-1 of the City of Escondido (Eclipse/Mountain House) (the "District") incur an indebtedness and issue bonds in the maximum principal amount of \$6,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 2022-02 of the City Council of the City of Escondido?

YES _____

NO _____

PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in Resolution No. 2022-02 of the City Council of the City of Escondido be levied to pay for the Facilities, Incidental Expenses and other purposes described in Resolution No. 2022-02, including the payment of the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses?

YES _____

NO _____

PROPOSITION C: For each year commencing with Fiscal Year 2022-23, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for Community Facilities District No. 2022-1 be an amount equal to \$6,000,000?

YES _____

NO _____

EXHIBIT B

**CERTIFICATE OF CITY CLERK
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS**

I, Zack Beck, City Clerk of the City of Escondido, do hereby certify that I have examined the returns of the Special Tax and Bond Election for Community Facilities District No. 2022-1 (Eclipse/Mountain House) of the City of Escondido (the "City"). The election was held in the City Council Chambers at 201 North Broadway, Escondido, California, on March 2, 2022. I caused to be delivered ballots to each qualified elector. ____ () ballots were returned.

I further certify that the results of said election and the number of votes cast for and against Propositions A, B and C are as follows:

<u>PROPOSITION A</u>	<u>PROPOSITION B</u>	<u>PROPOSITION C</u>
YES:	YES:	YES:
NO:	NO:	NO:
TOTAL:	TOTAL:	TOTAL:

Dated this 2nd day of March, 2022.

Zack Beck, City Clerk
City of Escondido

RESOLUTION NO. 2022-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NO. 2020-1 OF THE CITY OF ESCONDIDO (SERVICES), ANNEXING TERRITORY TO COMMUNITY FACILITIES DISTRICT 2020-1 OF THE CITY OF ESCONDIDO (SERVICES)

WHEREAS, on April 8, 2020, the City Council (“City Council”) of the City of Escondido adopted Resolution No. 2020-24 (the “Resolution of Intention”), declaring its intention to establish Community Facilities District 2020-1 of the City of Escondido (Services) (“Community Facilities District 2020-1” or the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the “Act”); and

WHEREAS, pursuant to Section 53339.3 of the Act, the Resolution of Intention included a description of the future annexation area of the District (the “Future Annexation Area”), wherein property owners may be annexed into the District only with the unanimous approval of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed into the District; and

WHEREAS, the Resolution of Intention described (i) the services that may be provided by the District; (ii) the levy of special taxes pursuant to the rate and method of apportionment of the special tax, as set forth in Exhibit “C” attached to the Resolution of Intention (the “Rate and Method”); and (iii) the Future Annexation Area; and

WHEREAS, on May 13, 2020, after a duly noticed public hearing, the City Council adopted Resolution No. 2020-44 (the “Resolution of Formation”) establishing Community Facilities District No. 2020-1 and calling a special election therein to authorize (i) the levy of special taxes pursuant to the Rate

and Method, and (ii) the establishment of an appropriations limit for Community Facilities District No. 2020-1; and

WHEREAS, pursuant to a Unanimous Approval executed by Robert H. Thorne on behalf of CWC Escondido 113 LLC, a Delaware limited liability company (“Owner 1”) and TTL Cal West, LLC, a California limited liability company, (“Owner 2,” and, together with Owner 1, the “Owners”), dated February 22, 2022, attached hereto as Exhibit “A” (the “Unanimous Approval”), Owner 1 and Owner 2 stated their intention to annex the territory described in Exhibit “1” to the Unanimous Approval to the District (the “Annexation Territory”) with no further hearings or procedures required with respect to such annexation to the District; and

WHEREAS, the Annexation Territory is within the Future Annexation Area of the District; and

WHEREAS, on the basis of all of the foregoing, the City Council has determined at this time to proceed with the annexation of the Annexation Territory to the District;

BE IT RESOLVED by the City Council of the City of Escondido:

1. That the above recitations are true.
2. That the City Council hereby finds and determines that all prior proceedings taken with respect to the establishment of the District and the proposed annexation of the Annexation Territory to the District were valid and in conformity with the requirements of law, including the Act, and the annexation of the Annexation Territory to the District in accordance with the Unanimous Approval is hereby approved.
3. That the map showing the original boundaries of the District designated as “Boundary Map of Community Facilities District No. 2020-1 (Services) City of Escondido, County of San Diego, State of California”, which map is on file in the office of the City Clerk and was recorded pursuant to Sections 3111 and 3113 of the Streets and Highways Code in the County Book of Maps of Assessment and

Community Facilities Districts in the Assessor-County Clerk-Recorder's office of the County of San Diego in Book No. 48 Page Nos. 79-80 on April 13, 2020, as Instrument No. 2020-7000088.

4. That the City Council hereby authorizes a map showing the Annexation Territory to be annexed to the District and be made subject to taxation in the form attached hereto as Exhibit "B" be recorded pursuant to Sections 3111 and 3113 of the Streets and Highways Code in the County Book of Maps of Assessment and Community Facilities Districts in the Assessor-County Clerk-Recorder's office of the County of San Diego.

5. That the City Council hereby adopts the Rate and Method attached as Exhibit "C" to the Resolution of Intention as the applicable rate and method for the Annexation Territory. Except where funds are otherwise available, it is the intention of the City Council to levy the proposed special taxes at the rates within the Annexation Territory set forth in the Rate and Method on all non-exempt property within the Annexation Territory sufficient to pay for (i) the Services (as defined in the Rate and Method), and (ii) Incidental Expenses (as defined in the Rate and Method). The District expects to incur, and in certain cases has already incurred, Incidental Expenses in connection with the annexation of the Annexation Territory to the District. The rate and method of apportionment of the special tax applicable to the Annexation Territory is described in detail in Exhibit "C" to the Resolution of Intention which is incorporated herein by this reference, and the City Council hereby finds that Exhibit "C" to the Resolution of Intention contains sufficient detail to allow each landowner within the Annexation Territory to estimate the maximum amount that may be levied against each parcel. The special tax is apportioned to each parcel on the foregoing bases pursuant to Section 53325.3 of the Act and such special tax is not on or based upon the ownership of real property.

6. That upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all non-

exempt real property in the Annexation Territory and this lien shall continue in force and effect until the levy of the special tax by the District ceases in accordance with the Rate and Method.

7. That consistent with Section 53325.6 of the Act, the City Council finds and determines that the land within the Annexation Territory, if any, devoted primarily to agricultural, timber or livestock uses and being used for the commercial production of agricultural, timber or livestock products is contiguous to other land within the Annexation Territory and will be benefited by the Services proposed to be provided within Community Facilities District No. 2020-1 and the Annexation Territory.

8. It is hereby further determined that there is no ad valorem property tax currently being levied on property within the Annexation Territory for the exclusive purpose of paying for the same services as are proposed to be provided by Community Facilities District 2020-1.

UNANIMOUS APPROVAL

Community Facilities District No. 2020-1 of the City of Escondido (Services)

March 2, 2022

Community Facilities District No. 2020-1
of the City of Escondido (Services)
201 North Broadway
Escondido, CA 92025
Attention: City Manager

The City of Escondido (the “City”) has formed Community Facilities District No. 2020-1 of the City of Escondido (Services) (the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code (the “Act”). The purpose of the District is to finance (1) certain services caused by development within the District (collectively, the “Services”) described in Attachment “B” to Resolution No. 2020-24 of the City Council of the City adopted April 8, 2020 (the “Resolution of Intention,” attached hereto as Exhibit 2 and incorporated herein by this reference) and (2) “Incidental Expenses” as said term is defined in Attachment “C” to the Resolution of Intention (Rate and Method of Apportionment of Special Taxes).

The undersigned property Owner (the “Owner”) hereby states and certifies under penalty of perjury as follows:

1. This Unanimous Approval is submitted by the Owner who is the record owner of fee title to the real property and improvements thereon as described in Exhibit 1, attached hereto and incorporated herein by this reference (collectively, the “Annexation Territory”). The Owner has provided the District valid and current evidence of its ownership of fee title to the Annexation Territory and possesses all legal authority necessary to execute this Unanimous Approval.

2. There are no registered voters residing within the Annexation Territory and have been none during the 90-day period preceding March 2, 2022.

3. This Unanimous Approval constitutes the unanimous approval of the Owners in favor of the following within the meaning of Sections 53329.6, 53339.2 and 53339.3 of the Act:

(a) Annexation. The annexation of the Annexation Territory to the District for the purpose of financing the Services and Incidental Expenses set forth in Attachment “B” to the Resolution of Intention (Exhibit 2 hereto).

(b) Special Tax. The levy of special taxes in the Annexation Territory to finance the Services and the Incidental Expenses in accordance with the Rate and Method of Apportionment of Special Taxes described within Attachment “C” to the Resolution of Intention (Exhibit 2 hereto) and this Unanimous Approval (the “Special Tax”).

4. Pursuant to Section 53329.6 of the Act, this Unanimous Approval constitutes the vote of the qualified elector in favor of the matters addressed in this Section 3 for purposes of the California Constitution, including but not limited to Articles XIII A and XIII C.

Unanimous Approval of Landowner to Annex into CFD No. 2020-1

4861-0603-8028v5/022009-0050

5. The Owner hereby acknowledges that no further hearings or procedures are required with respect to the approval of the matters set forth in Section 3 above.

6. The Owner understands and hereby unanimously approves that the Special Tax is authorized to be levied on the Annexation Territory annexed to the District, and the lien is a continuing lien that shall secure each annual levy of the Special Taxes and that shall continue in force and effect until the Special Tax obligation is canceled in accordance with law or until the Special Tax ceases to be levied and a Notice of Cessation of Special Tax is recorded in accordance with Section 53330.5 of the Government Code.

7. The Owner hereby waives any and all requirements with respect to the approval of the matters set forth in this Unanimous Approval, including without limitation the preparation of an impartial analysis, arguments, or rebuttals concerning elections as provided for by Sections 9160 to 9167, inclusive, and Section 9190 of the Elections Code, and preparation of a tax rate statement as provided in Section 9401 of the Elections Code and any further notices of such approvals as may be required pursuant to the Elections Code or the Government Code. Having been fully advised with respect to the approval process set forth herein, the Owner waives compliance with any and all provisions of the Elections Code and Government Code, and with any other time limits or requirements pertaining to this Unanimous Approval.

8. The Owner hereby represents that compliance with any additional procedural requirements for the Unanimous Approval provided for herein, including the receipt of any arguments for or against such approval and impartial analyses and the time limitations that may apply in connection with scheduling, mailing, and publishing notices, are unnecessary in light of the fact that the undersigned has received sufficient information regarding the imposition of the Special Tax as set forth in Resolution No. 2020-44 of the City Council of the City adopted May 13, 2020 (the "Resolution of Formation") to allow it to properly complete this Unanimous Approval. The Owner further waives its right to make any protest or complaint or undertake any legal action challenging the validity of this Unanimous Approval and any proceedings taken in connection therewith or the levy of the Special Tax to finance the costs of the Services for the benefit of the Annexation Territory.

9. The Owner hereby authorizes the District to execute and cause to be recorded in the Office of the County Recorder of the County of San Diego a Notice of Special Tax Lien in accordance with Streets and Highways Code section 3117.5, which shall give notice that a lien to secure payment of the Special Tax is imposed by the District. The Owner further represents that there is no currently pending transfer of the Annexation Territory, or anticipated transfer of the Annexation Territory, that will affect the ability to record a Notice of Special Tax Lien or complete any other procedural steps described in this Unanimous Approval.

10. The Owner hereby warrants to the District that the presentation of this Unanimous Approval, any vote, consent, or waiver contained herein, and any other action mandated by the City for the annexation of the Annexation Territory to the District, shall not constitute or be construed as an event of default or delinquency under any existing or proposed financing document entered into or to be entered into by the Owner for the Annexation Territory, including without limitation any "due-on-encumbrance" clause under any existing security instrument secured by the Annexation Territory.

11. The Owner hereby agrees to comply with Section 53341.5 of the Government Code with respect to disclosures about the Special Tax to prospective purchasers of the Annexation Territory or any part of it.

12. The Owner hereby further agrees to execute any additional or supplemental agreements that may be reasonably required by the District to provide for any of the actions and conditions described in this Unanimous Approval.

13. The Owner hereby represents that (i) the signature page of this Unanimous Approval identifies all persons and entities holding title to the Annexation Territory, and (ii) no consent or approval of any third party is required for the Owner's execution of this Unanimous Approval except for any such consent or approval that the Owner has already obtained.

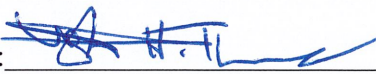
14. This Unanimous Approval shall be effective upon its execution and delivery.

I certify under the penalty of perjury under the laws of the State of California that the foregoing Unanimous Approval is true and correct; I have the authority to execute this Unanimous Approval as, or on behalf of, the Owner; and this Unanimous Approval is hereby executed this 22nd day of February, 2022 in Carlsbad, California.

CWC ESCONDIDO 113, LLC,
a Delaware limited liability company

By: CWC ESCON 113 MGMT LP, a California limited
partnership
Its: Managing Member

By: CWC ESCON MGMT LLC, a California limited liability
company
Its: General Partner


By: 

Robert H. Thorne,
Chief Executive Officer

TTLIC CALWEST, LLC,
a California limited liability company

By: CWC High Point 36, LLC, a California limited liability
company
Its: Member

By: California West Communities, LLC, a California limited
liability company
Its: Sole Member

By: 
Robert H. Thorne, Trustee of the
Thorne Family Trust udt Dated
August 31, 2004
Its: Managing Member

(Above signature must be notarized; Acknowledgement page follows.)

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]

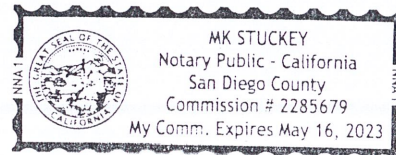
COUNTY OF San Diego]

On February 22, 2022, before me,
M.K. Stuckey, a Notary Public, personally appeared
Robert A. Thorne, 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: M.K. Stuckey (Seal)



Unanimous Approval of Landowner to Annex into CFD No. 2020-1

EXHIBIT 1

ANNEXATION TERRITORY

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

Assessor's Parcel Nos. (as set forth in the County of Escondido Assessor's Fiscal Year 2021-22 Roll):

238-130-11-00
238-130-26-00
238-130-27-00
187-090-38-00
187-090-39-00
187-090-40-00
187-090-41-00
187-090-42-00
187-090-44-00
187-090-45-00
187-090-46-00
187-090-47-00
187-090-48-00
187-090-49-00
187-090-50-00
187-090-51-00
187-090-53-00
187-090-54-00
187-090-56-00
187-090-57-00
187-090-58-00
187-090-59-00
187-091-13-00
187-091-14-00
187-091-15-00
187-091-16-00
187-091-17-00
187-091-18-00
187-091-19-00
187-091-20-00
187-091-22-00
187-091-23-00
187-091-24-00
187-091-25-00
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187-091-30-00
187-091-31-00

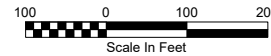
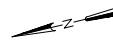
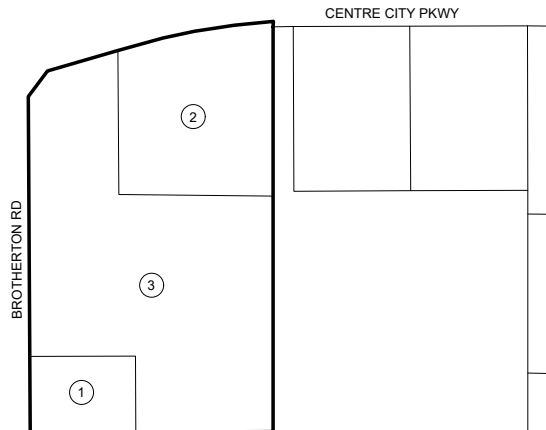
Unanimous Approval of Landowner to Annex into CFD No. 2020-1

187-091-32-00
187-091-33-00
187-091-34-00
187-091-35-00
187-091-32-00
187-091-33-00
187-091-34-00
187-091-35-00

Item 12.

**BOUNDARY MAP OF
COMMUNITY FACILITIES DISTRICT NO. 2020-1
(SERVICES)
ANNEXATION ZONE 2020-6**

OF THE CITY OF ESCONDIDO
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



LOT DESIGNATION		
LOT NO.	SHEET	ASSESSOR PARCEL NO.
1	1	238-130-11-00
2	1	238-130-26-00
3	1	238-130-27-00
4	2	187-090-38-00
5	2	187-090-39-00
6	2	187-090-40-00
7	2	187-090-41-00
8	2	187-090-42-00
9	2	187-090-44-00
10	2	187-090-45-00
11	2	187-090-46-00
12	2	187-090-47-00
13	2	187-090-48-00
14	2	187-090-49-00
15	2	187-090-50-00
16	2	187-090-51-00
17	2	187-090-53-00
18	2	187-090-54-00
19	2	187-090-56-00
20	2	187-090-57-00
21	2	187-090-58-00
22	2	187-090-59-00
23	2	187-091-13-00
24	2	187-091-14-00
25	2	187-091-15-00
26	2	187-091-16-00
27	2	187-091-17-00
28	2	187-091-18-00
29	2	187-091-19-00
30	2	187-091-20-00
31	2	187-091-22-00
32	2	187-091-23-00
33	2	187-091-24-00
34	2	187-091-25-00
35	2	187-091-26-00
36	2	187-091-27-00
37	2	187-091-28-00
38	2	187-091-29-00
39	2	187-091-30-00
40	2	187-091-31-00
41	2	187-091-32-00
42	2	187-091-33-00
43	2	187-091-34-00
44	2	187-091-35-00

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ESCONDIDO,
THIS _____ DAY OF _____, 20_____.

BY: _____
CITY CLERK
CITY OF ESCONDIDO
STATE OF CALIFORNIA

FILED THIS _____ DAY OF _____, 20_____, AT
THE HOUR OF _____ O'CLOCK _____ M. AS DOCUMENT
NO. _____ IN BOOK _____ PAGE(S) _____ OF
MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN
THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN
DIEGO, CALIFORNIA.

BY: _____
DEPUTY RECORDER
COUNTY RECORDER, ERNST J. DRONENBURG, JR.
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE BOUNDARIES
OF COMMUNITY FACILITIES DISTRICT NO. 2020-1 ZONE 2020-6 OF THE
CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA,
WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ESCONDIDO
AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF
_____, 20_____, BY ITS RESOLUTION NO. _____.

BY: _____
CITY CLERK
CITY OF ESCONDIDO
STATE OF CALIFORNIA

LEGEND:

①

LOT NUMBER

COMMUNITY FACILITIES
DISTRICT BOUNDARY
(ZONE 2020-6)

SDFA

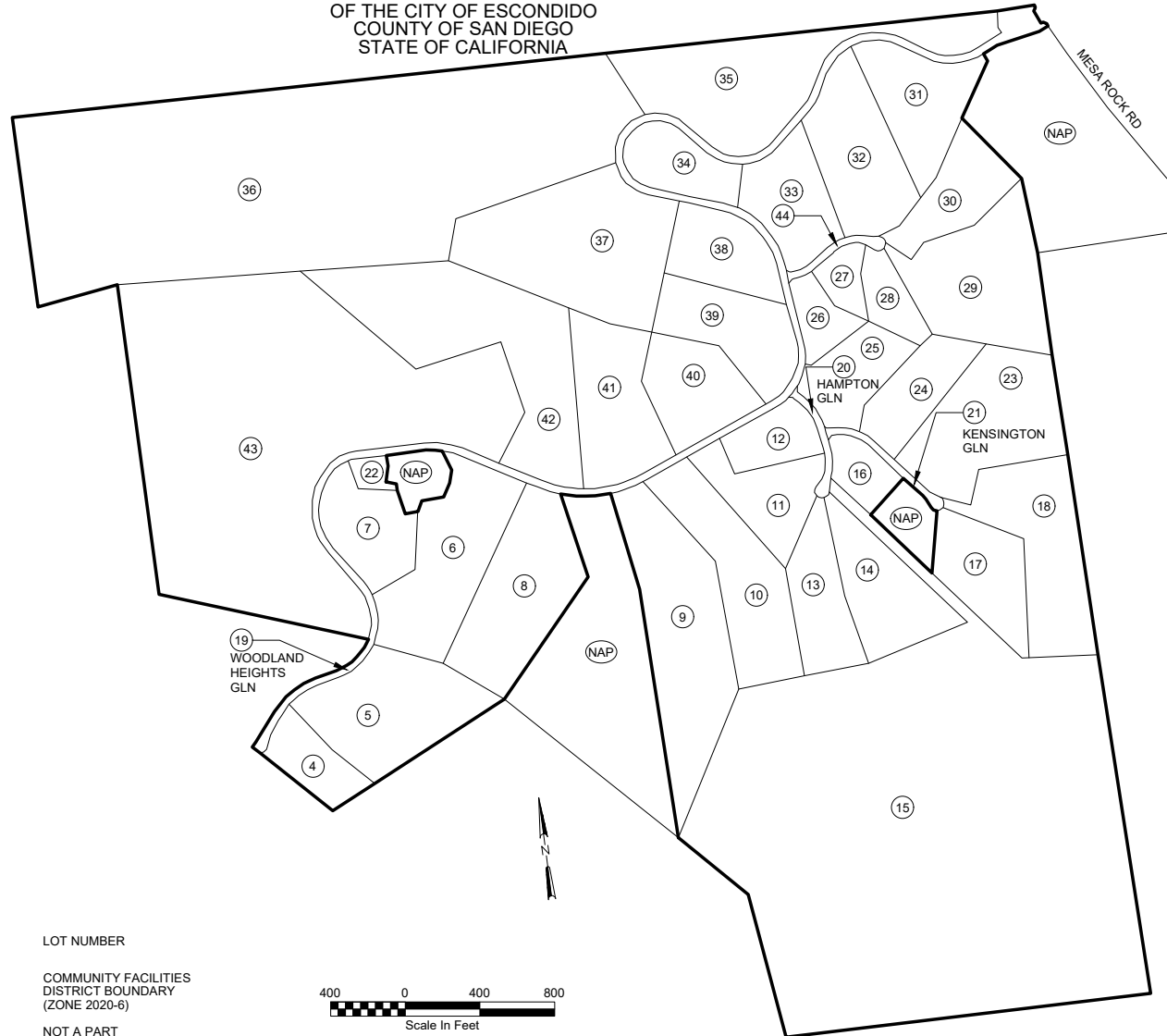
SPECIAL DISTRICT FINANCING
& ADMINISTRATION

437 WEST GRAND AVENUE
ESCONDIDO, CALIFORNIA 92025
TELEPHONE: (760)233-2630
FAX: (760)233-2631

SHEET	1 OF 2
DATE	JANUA
JOB NO.	CF

BOUNDARY MAP OF
 COMMUNITY FACILITIES DISTRICT NO. 2020-1
 (SERVICES)
 ANNEXATION ZONE 2020-6

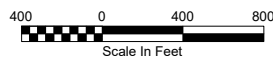
OF THE CITY OF ESCONDIDO
 COUNTY OF SAN DIEGO
 STATE OF CALIFORNIA



SDFA
 SPECIAL DISTRICT FINANCING
 & ADMINISTRATION
 437 WEST GRAND AVENUE
 ESCONDIDO, CALIFORNIA 92025
 TELEPHONE: (760)233-2630
 FAX: (760)233-2631

LEGEND:

- ① LOT NUMBER
- COMMUNITY FACILITIES DISTRICT BOUNDARY (ZONE 2020-6)
- ⊖ NOT A PART



SHEET	2 OF 2
DATE	JANUA
JOB NO.	CF

EXHIBIT C
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES
COMMUNITY FACILITIES DISTRICT NO. 2020-1
(Services)
CITY OF ESCONDIDO

A Special Tax (as hereinafter defined) shall be levied on all Assessor's Parcels within Community Facilities District No. 2020-1 ("CFD No. 2020-1") of the City of Escondido ("City") and collected each Fiscal Year commencing in Fiscal Year 2020-2021, in an amount determined by the City Council, through the application of this Rate and Method of Apportionment of Special Taxes as described below. All of the real property within the boundaries of CFD No. 2020-1, unless exempted by law or by the provisions hereof, shall be subject to the Special Tax for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the acreage of an Assessor's Parcel as shown on an Assessor's Parcel Map. If the acreage is not shown on an Assessor's Parcel Map, the acreage shown on the applicable Final Map, parcel map, condominium plan, or other recorded County map shall be used. If the acreage information supplied by these alternative sources is not available, or in conflict, the acreage used shall be determined by the CFD Administrator or a designee.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the formation, annexation and administration of CFD No. 2020-1, including but not limited to the following: (i) the costs of computing the Special Taxes and preparing and presenting to City Council the Special Tax collection schedules (whether by the City or designee thereof or both); (2) the costs of collecting the Special Taxes (whether by the County or otherwise); (3) the costs to the City, CFD No. 2020-1 or any designee thereof in responding to property owner and public inquiries regarding CFD No. 2020-1, including its Special Taxes; (4) the costs of the City, CFD No. 2020-1 or any designee related to an appeal of the Special Tax; (5) the costs of the City, CFD No. 2020-1 or any designee related to preparing required reporting obligations; (6) the City's annual administration fees and third party expenses; (7) the costs of City staff time and reasonable overhead relating to CFD No. 2020-1; and (8) amounts estimated or advanced by the City or CFD No. 2020-1 for any other administrative purposes of CFD No. 2020-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Assessor" means the County Assessor.

"Assessor's Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's parcel number located within the boundaries of CFD No. 2020-1.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s parcel number.

“Building Permit” means the first legal document issued by the City giving official permission for the construction of a building on an Assessor’s Parcel. For purposes of this definition and application of the Special Tax, “Building Permit” may or may not include any subsequent building permits issued or changed after the first issuance, as determined by the CFD Administrator.

“CFD Administrator” means the Finance Director or other official of the City responsible for determining the Special Tax Requirement, providing for the levy and collection of the Special Taxes and performing the other duties provided herein.

“CFD No. 2020-1” means Community Facilities District No. 2020-1 of the City of Escondido.

“City” means the City of Escondido, California.

“City Council” means the City Council of the City, acting as the Legislative Body of CFD No. 2020-1, or its designee.

“County” means the County of San Diego, California.

“Density” means the maximum number of dwelling units permitted per acre, including streets within the development, excluding all ultimate circulation element street rights-of-way, adjustments for floodways as defined by the Federal Emergency Management Agency (FEMA) or the City, slope categories, and other environmental factors as designated in each land use category and/or open space/ conservation element. All as further defined within the City’s General Plan adopted May 2012 per Resolution 2012-52, as amended from time-to-time. Density shall be determined by the CFD Administrator prior to annexation.

“Developed Property” means, for each Fiscal Year, all Taxable Property for which a Building Permit for new construction was issued prior to March 1st of the prior Fiscal Year.

“Dwelling Unit” or “DU” means, as defined in the City of Escondido Municipal Code 32.102 and amended from time to time, each residential unit, without regard to the square footage of the Dwelling Unit, including but not limited to an individual single-family detached Dwelling Unit, small lot single-family Dwelling Unit, townhome, condominium, apartment, or other such residential dwelling unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure that comprises an independent facility capable of conveyance or rental separate from the primary Dwelling Unit(s). Dwelling Unit does not include an attached or detached accessory dwelling unit, as defined in the Section 33-8 of the Escondido Zoning Code, as amended from time-to-time.

“Exempt Property” means all Assessor’s Parcels designated as being exempt from Special Taxes pursuant to Section D.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Index” means the Consumer Price Index as published by the United State Department of Labor, titled “CPI for All Urban Consumers.” Further defined with the Series Title, “All items

in San Diego – Carlsbad, CA, all urban consumers, not seasonally adjusted”. If this Index is no longer available, an alternative comparable Index will be chosen by the CFD Administrator.

“Land Use Category” means any of the categories listed in Section C, Table 1 which resulted from the initial analysis of the impacts from new Dwelling Units for providing Services and Appendix A, as to the initial property within CFD No. 2020-1, which may be updated from time to time as annexations occur.

“Maximum Special Tax” means for each Assessor’s Parcel and each Fiscal Year, the Maximum Special Tax, determined in accordance with Section C, below, that may be levied on such Assessor’s Parcel in such Fiscal Year.

“Non-Residential Property” means all Assessor’s Parcels of Developed Property for which a Building Permit was issued for any type of non-residential use.

“Proportionately” means for Taxable Property, that the ratio of actual Special Tax levy to the Maximum Special Tax rate is equal for all applicable Assessor’s Parcels within the Zone.

“Rate and Method of Apportionment” means the “Rate and Method of Appointment of Special Taxes for Community Facilities District No. 2020-1 of the City of Escondido.”

“Residential Property” means all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing one or more Dwelling Units.

“Services” means services authorized to be funded by CFD No. 2020-1.

“Special Tax(es)” means the Special Tax authorized to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property within the boundaries of CFD No. 2020-1 in accordance with this Rate and Method of Apportionment.

“Special Tax Requirement” means, subject to the Maximum Special Tax, that amount to be collected in any Fiscal Year to pay for the Services as otherwise required to meet the needs of CFD No. 2020-1. The Special Tax Requirement include the costs for (1) the Services, and (2) Administrative Expenses, less (3) a credit for funds available to reduce the Special Tax levy, if any, as determined by the CFD Administrator.

“State” means the State of California.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of CFD No. 2020-1 which are not exempt from the Special Tax pursuant to law or Section D below.

“Undeveloped Property” means, for each Fiscal Year, all Assessor’s Parcels, or portions thereof, of Taxable Property not classified as Developed Property.

“Zone” means a mutually exclusive geographic area or areas, within which particular Special Tax rates may be levied pursuant to this Rate and Method of Apportionment. The initial Zone of CFD No. 2020-1 is identified as Zone 2020-1. Additional Zones may be created when property is annexed into CFD No. 2020-1.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, beginning with Fiscal Year 2020-21, all property within CFD No. 2020-1 shall be classified as Taxable Property or Exempt Property. Each Assessor Parcel of Taxable Property shall be further classified as Developed Property or Undeveloped Property and shall be subject to Special Taxes in accordance with this Rate and Method of Apportionment determined pursuant to Section C below. Assessor’s Parcels of Taxable Developed Property shall further be classified into Land Use Categories.

C. MAXIMUM SPECIAL TAX

An Assessor’s Parcel may contain more than one Land Use Category. The Maximum Special Tax which may be levied on an Assessor’s Parcel shall be the sum of the Maximum Special Tax that can be imposed based on each Land Use Category applicable to such Assessor’s Parcel.

1. Developed Property

a. Maximum Special Tax

Each Fiscal Year, each Assessor’s Parcel of Developed Property shall be subject to the Maximum Special Tax. The Maximum Special Tax applicable for Developed Taxable Property within Zone 2020-1 was determined through the application of Table 1, and is as shown in Appendix A. Appendix A will be updated at the time of each annexation to reflect the Land Use Categories and applicable Maximum Special Taxes for each annexed Zone or by areas within each annexed Zone.

The Maximum Special Tax for Fiscal Year 2020-2021 applicable to an Assessor’s Parcel of Developed Property shall be determined using Table 1 below.

**TABLE 1
 Maximum Special Tax Rates
 for Developed Residential Property per Dwelling Unit*
 Fiscal Year 2020-2021**

Land Use Category	Density	Unit	Special Tax Per Unit
1	Less than 5.5 DU/Acre	DU	\$536.00
2	5.5 to less than 18 DU/Acre	DU	\$743.00
3	18.0 to less than 30 DU/Acre	DU	\$725.00
4	30 DU/Acre or Greater	DU	\$783.00

* The analysis performed to establish the Special Tax per DU shown above only considered the impacts from property within the current City boundary.

b. Escalation

Each July 1st, commencing July 1, 2021, the Maximum Special Taxes shall increase annually by the greater of the annual percentage change in the Index or two percent (2%) from the amount established in the prior Fiscal Year.

2. Undeveloped Property

No Special Tax shall be levied on Undeveloped Property.

D. EXEMPT PROPERTY

The CFD Administrator shall classify as Exempt Property within the boundaries of CFD No. 2020-1: (1) Any Assessor's Parcel that is owned or irrevocably dedicated to the State of California, Federal or other local governments, including school districts, (2) Assessor's Parcels which are owned by or irrevocably dedicated to a homeowners association, or (3) Assessor's Parcels with other types of public uses determined by the CFD Administrator.

E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2020-2021 and for each following Fiscal Year, the CFD Administrator shall determine the Special Tax Requirement for such Fiscal Year and shall levy the Special Tax Proportionately on each Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

F. PREPAYMENT OF SPECIAL TAX

No prepayments of the Special Tax are permitted.

G. APPEALS AND INTERPRETATIONS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the CFD Administrator. The written notice of appeal must be filed within the same Fiscal Year as having paid the first installment of the Special Tax that is disputed and the property owner must be current and remain current in the payment of all Special Tax levied on or before the payment date.

The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the CFD Administrator's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, an adjustment shall be made to the Annual Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s) and a refund, as described, shall be made representing the amount of the adjustment for only the most recent Fiscal Year. The CFD Administrator shall determine if funds are available to provide such refund or, if funds are not available in the sole discretion of the CFD Administrator to provide a cash refund, a credit to the levy of Special Tax in one or more subsequent Fiscal Years shall be made in the same amount. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal actions by such property owner.

The CFD Administrator may interpret this Rate and Method of Apportionment for purposes of clarifying ambiguity and make determinations relative to the amount of Administrative Expenses.

H. MANNER OF COLLECTION

The Special Tax will be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2020-1 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

I. TERM OF THE SPECIAL TAX

For each Fiscal Year, the Special Tax shall be levied in perpetuity as long as the Services are being provided.

J. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed into CFD No. 2020-1 from time to time. For Land Use Categories not included in the initial boundaries of CFD No. 2020-1, a study and report describing the Services to be provided to such properties and the estimated cost of such Services shall be provided to the City Council as the legislative body of the CFD No. 2020-1 in accordance with Section 53321.5 of the Mello-Roos Act. Based on this analysis, the property to be annexed, pursuant to California Government Code section 53339 et. seq. will be assigned an appropriate Maximum Special Tax rate for the Zone or areas within the Zone by Land Use Category as provided herein or as defined and detailed when annexed and included in Appendix A.

APPENDIX A

Zone 2020-5 Annexation Table Detailing Special Tax Rates Applicable for FY 2021/22

City Council action has been taken on July 21, 2021 by Resolution 2021-77 to adjust the levy by the minimum 2% as shown in the table below:

APN(s)	Address	Land Use Category	Units	Annual Special Tax Per Unit*
236-390-02-00, 236-390-03-00, 236-390-53-00, 236-390-52-00, and 236-390-54-00	2200, 2208, 2210, 2222 & 2224 S. Escondido Boulevard, Escondido, CA 92025	(2) 5.5 - 18 DU/Acre	62	\$757.86
231-040-17-00	2819 Wanek Road, Escondido, CA 92027	(1) Less than 5.5 DU/Acre	2	\$546.72
240-210-18-00	2639 Canyon Crest Drive, Escondido, CA 92027	(1) Less than 5.5 DU/Acre	1	\$546.72

* For FY 2021/22 in accordance with the Rate and Method of Apportionment for CFD 2020-1 (Services)

EXHIBIT D

LEGAL DESCRIPTION

APN and ownership information for TTLIC CALWEST,LLC, a California limited liability company (Owner 1):

187-090-38-00
187-090-39-00
187-090-40-00
187-090-41-00
187-090-42-00
187-090-44-00
187-090-45-00
187-090-46-00
187-090-47-00
187-090-48-00
187-090-49-00
187-090-50-00
187-090-51-00
187-090-53-00
187-090-54-00
187-090-56-00
187-090-57-00
187-090-58-00
187-090-59-00
187-091-13-00
187-091-14-00
187-091-15-00
187-091-16-00
187-091-17-00
187-091-18-00
187-091-19-00
187-091-20-00
187-091-22-00
187-091-23-00
187-091-24-00
187-091-25-00
187-091-26-00
187-091-27-00
187-091-28-00
187-091-29-00
187-091-30-00
187-091-31-00
187-091-32-00
187-091-33-00
187-091-34-00
187-091-35-00

TOTAL ACREAGE: 463.23

APN and ownership information for CWC Escondido 113 LLC, a Delaware limited liability company
(Owner 2):

238-130-11-00
238-130-26-00
238-130-27-00

TOTAL ACREAGE: 3.379 acres.

ORDINANCE NO. 2022-03

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-1 OF THE CITY OF ESCONDIDO (ECLIPSE/MOUNTAIN HOUSE) AUTHORIZING THE LEVY OF SPECIAL TAXES

WHEREAS, on January 26, 2022, the City Council (the “City Council”) of the City of Escondido (the “City”) adopted Resolution No. 2022-02 declaring its intention to form Community Facilities District No. 2022-1 of the City of Escondido (Eclipse/Mountain House) (the “District”) and to designate certain parcels as territory proposed for future annexation into the District (the “Future Annexation Area”), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, comprising Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the “Act”), and its Resolution No. 2022-08 declaring its intention to incur bonded indebtedness for the District; and

WHEREAS, on March 2, 2022, after providing all notice required by the Act, the City Council conducted a noticed public hearing required by the Act relative to the proposed formation of the District and the Future Annexation Area, the proposed levy of a special tax therein to finance certain public facilities described in Resolution No. 2022-10 (the “Resolution of Formation”) and to secure the payment of any bonded indebtedness of the District, and the proposed issuance of up to \$6,000,000 of bonded indebtedness as described in Resolution No. 2022-11 (the “Resolution of Necessity to Incur Indebtedness”); and

WHEREAS, at the March 2, 2022 public hearing, all persons desiring to be heard on all matters pertaining to the formation of the District and the Future Annexation Area, and the proposed levy of the special tax to finance the facilities described in Resolution No. 2022-02 and to secure the payment of up to \$6,000,000 of bonded indebtedness of the District as described in Resolution No. 2022-08 (the “Bonds”) were heard and a full and fair hearing was held; and

WHEREAS, on March 2, 2022, the City Council adopted the Resolution of Formation and the Resolution of Necessity to Incur Indebtedness which formed the District and the Future Annexation Area and called a special election within the District on March 2, 2022 on three propositions relating to the levy of a special tax within the District, the issuance of the Bonds and the establishment of an appropriations limit within the District; and

WHEREAS, on March 2, 2022, a special election was held within the District at which the qualified electors approved by more than a two-thirds vote Propositions A, B and C authorizing the levy of a special tax within the District for the purposes described in Resolution No. 2022-02, the issuance of the Bonds as described in Resolution No. 2022-08 and establishing an appropriations limit for the District; and

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Escondido that:

1. The above recitations are true.
2. By the passage of this Ordinance, the City Council authorizes and levies special taxes within the District pursuant to Sections 53328 and 53340 of the Act at the rates and in accordance with the rate and method of apportionment set forth in Attachment C to Resolution No. 2022-02, which is incorporated by reference herein (the "Rate and Method"). The special taxes are hereby levied commencing in the fiscal year specified in the Rate and Method and in each fiscal year thereafter until payment in full of the Bonds (including any bonds issued to refund the Bonds), payment of all costs of the public facilities authorized to be financed by the District, and payment of all incidental expenses to be incurred in financing such public facilities and forming and administering the District.
3. Each of the Mayor, the City Manager, or their written designees (each, an "Authorized Officer"), acting alone, is hereby authorized and directed each fiscal year to determine the specific special tax rates and amounts to be levied in such fiscal year on each parcel of real property within the District,

in the manner and as provided in the Rate and Method. The special tax rate levied on a parcel pursuant to the Rate and Method shall not exceed the maximum rate set forth in the Rate and Method for such parcel, but the special tax may be levied at a lower rate. Each Authorized Officer is hereby authorized and directed to provide all necessary information to the Treasurer-Tax Collector of the County of San Diego and to otherwise take all actions necessary in order to effect proper billing and collection of the special tax, so that the special tax shall be levied and collected in sufficient amounts and at times necessary to satisfy the financial obligations of the District in each fiscal year, and with respect to Special Tax, until the Bonds are paid in full, the facilities have been paid for, and provision has been made for payment of all of the administrative costs of the District.

4. Properties or entities of the state, federal or other local governments shall be exempt from the special tax, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act and Section F of the Rate and Method. No other properties or entities are exempt from the special tax unless the properties or entities are expressly exempted in the Resolution of Formation or in a resolution of consideration to levy a new special tax or special taxes or to alter the rate or method of apportionment or an existing special tax as provided in Section 53334 of the Act.

5. All of the collections of the special tax shall be used as provided for in the Act, the Rate and Method and the Resolution of Formation.

6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ad valorem taxes (which such procedures include the exercise of all rights and remedies permitted by law to make corrections, including, but not limited to, the issuance of amended or supplemental tax bills), as such procedure may be modified by law or by this City Council from time to time.

7. As a cumulative remedy, if any amount levied as a special tax for payment of the interest or principal of the Bonds (including any bonds issued to refund the Bonds), together with any penalties and other charges accruing under this Ordinance, are not paid when due, the City Council may, not later than four years after the due date of the last installment of principal on the Bonds (including any bonds issued to refund the Bonds), order that the same be collected by an action brought in the superior court to foreclose the lien of such special tax, as authorized by the Act.

8. The Mayor of the City shall sign this Ordinance and the City Clerk or Deputy City Clerk (referred to herein as the "City Clerk") shall attest to the Mayor's signature and then cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City of Escondido.

9. The specific authorization for adoption of this Ordinance is pursuant to the provisions of Section 53340 of the Act.

10. The City Clerk is hereby authorized to transmit a certified copy of this ordinance to the Treasurer-Tax Collector of the County of San Diego, and to perform all other acts which are required by the Act, this Ordinance or by law in order to accomplish the purpose of this Ordinance.

11. A full reading of this Ordinance is dispensed with prior to its final passage, a written or printed copy having been available to the City Council and the public a day prior to its final passage.

12. This Ordinance shall take effect thirty days after its final passage.



STAFF REPORT

March 2, 2022
File Number 0600-15

SUBJECT

DEVELOPMENT AGREEMENT AND MAJOR PLOT PLAN FOR THE VIA PORTOFINO APARTMENT PROJECT (ADM 18-0225 AND PL 22-0021) -

DEPARTMENT

Community Development Department, Planning Division

RECOMMENDATION

Request the City Council (1) adopt Ordinance No. 2022-04, approving a Development Agreement for the Via Portofino apartment project and (2) Approve Resolution No. 2022-31, approving a Major Plot Plan for the Via Portofino apartment project.

Staff Recommendation: Approval (Community Development Department: Adam Finestone)

Presenter: Adam Finestone

BACKGROUND

Portofino Holdings, LLC (“Applicant”), submitted an application for a Plot Plan for the development of two, two-story buildings (up to approx. 26 feet in height) to accommodate a total of 15 apartment units within the Southern Entry District of the SCCSP (“Project”). The design includes a mix of one-bedroom and two-bedroom units ranging in size from 597 square feet to 856 square feet. Twenty-nine parking spaces are proposed, which includes a combination of carports and uncovered spaces. The Project would result in a density of 30 dwelling units per acre. The applicant is seeking a 23% reduction in the onsite open space requirement and has requested a development agreement to allow for the payment of a fee in-lieu of the provision of the remaining open space.

A complete Project description and analysis of the Project, including its conformance with the General Plan, South Centre City Specific Plan, and Climate Action Plan, can be found in the January 25, 2022, Planning Commission staff report which is included with this report as Attachment “1”.



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STAFF REPORT

FISCAL ANALYSIS

As part of the overall decision-making process for a 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.

In 2019, the City of Escondido hired a financial consultant who conducted a Fiscal Impact Analysis ("FIA") and determined that future ongoing revenue received as a result of new residential units throughout the City is less than the cost to provide municipal services, including police, fire and infrastructure maintenance, to those new units. In January 2020, the results of the FIA were presented to the City Council. On April 8, 2020, a Resolution was passed declaring the City's intent to form a Community Facilities District (collectively referred to herein as the "CFD") to offset the cost of governmental services associated with new development, as identified in the FIA.

CFD No. 2020-1, Citywide Services, was formed by the City Council on May 13, 2020, as one mechanism for offsetting additional public services required by a development project. The special tax that may be assessed on properties as a result of the development of new residential units is based upon the FIA that was prepared to support the creation of CFD No. 2020-01. Developers to whom these residential project entitlements are assigned are responsible for the establishment of a lawful funding mechanism to provide a source of funds for the on-going municipal services required for the project. The benefit of voluntarily entering into the CFD as the chosen funding mechanism is that the process is significantly streamlined, which saves staff time and costs to Developers.

Based on the Resolution adopting CFD No. 2020-1, the Project's density (>18 du/ac) would require assessment of a special tax of \$739.50 per unit, if the developer opted to utilize this mechanism to offset the ongoing costs of providing public services. Based on a 15-unit development, the current estimated annual amount for ongoing services is \$11,092.50, subject to annual adjustments.

Conditions have been included as Exhibit "D" to Resolution No. 2022-31 that require the Project to fund the ongoing costs of municipal services, in the amount determined by the City, through voluntarily annexing into the Citywide Services CFD or establishment of another lawful funding mechanism. All costs for forming and implementing an alternative lawful funding mechanism, including costs for consultants, elections, and any legal challenge, are expected to be at the Applicant's sole expense. If the Applicant chooses to pursue an alternative funding source rather than annexing into CFD No. 2020-01, the City needs to determine and ensure that the Project pays for any additional fiscal burdens placed upon the



CITY of ESCONDIDO

STAFF REPORT

City's operational budget as a result of the future development. The voluntary annexation of the Project into the CFD or establishment of another lawful funding mechanism to fund public services (in addition to payment of development impact fees to pay for public facilities) is necessary to avoid or lessen the likelihood of future impacts related to the provision of public services, as well as to maintain General Plan conformance to enable Project approval.

The Applicant has suggested that the Project should not be subject to conditions requiring voluntary annexation into CFD No. 2020-01 or establishment of another lawful funding mechanism, because the application was submitted and in-process prior to City Council adoption of the requirement to fund ongoing public services. City staff's recommendation to approve the Project is based, in part, on the inclusion of these conditions, and staff does not recommend that the conditions be removed.

NO NET LOSS

The purpose of Government Code section 65863 ("No Net Loss Law") is to ensure development opportunities remain available throughout the planning period to accommodate a jurisdiction's regional housing need allocation ("RHNA"), especially for lower- and moderate- income households. Jurisdictions also 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.

Because the Sixth Cycle Housing Element has not been certified by the California Department of Housing and Community Development, compliance with No Net Loss provisions are reviewed in relationship to the Fifth Cycle Housing Element. The City's Fifth RHNA Cycle consists of 4,175 total units, including 733 moderate-income units and 1,873 lower-income units. The Housing Element Residential Site Inventory identified a total capacity for 4,561 units to accommodate extremely/very low, low, moderate, and above moderate-income affordability levels. Since 2012, the City has produced 1,866 total housing units during the course of the Fifth RHNA Cycle. As of January 1, 2021, the total remaining RHNA obligation is 2,309 total units, including 655 moderate-income units and 1,634 lower-income units.

Government Code section 65583(a)(3) requires local governments to prepare an inventory of land suitable for residential development, including vacant sites and sites having the potential for redevelopment, and an analysis of the relationship of zoning and public facilities and services to these sites. The City performed this analysis in March 2021, and identified suitable sites that can be developed for housing. Overall, vacant and underutilized properties in the South Centre City Specific Plan area are projected to accommodate 1,038 new moderate-income and lower-income units. The Project would result in no net loss because it will be developed at the maximum density permitted for the property as identified in the



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South Centre City Specific Plan, and total housing yield capacity exceeds the remaining RHNA obligations in the lower-income category.

ENVIRONMENTAL REVIEW

California Environmental Quality Act (“CEQA”) Guidelines list classes of projects that have been determined not to have a significant effect on the environment and as a result are exempt from further environmental review under CEQA. The Project qualifies for an exemption under CEQA Guidelines section 15332 (In-Fill Development Projects). A CEQA Notice of Exemption will be filed for the Project upon approval by City Council. The Notice of Exemption demonstrates that the Project qualifies for the exemption and will not have a significant effect on the environment.

PREVIOUS ACTION

On January 25, 2022, the Escondido Planning Commission recommended City Council approval the Project (6-0; one commissioner absent).

PUBLIC INPUT

The Project was noticed consistent with the requirements of the Escondido Zoning Code and State law. One member of the public spoke in opposition of the Project at the January 25, 2022, Planning Commission meeting. The concerns raised by the commenter were primarily related to potential impacts to parking in the neighborhood to the east of the Project site. Staff has not received any further correspondence from the public regarding the Project as of the writing of this report.

RESOLUTIONS

- a. Resolution No. 2022-31
- b. Resolution No. 2022-31 Exhibits “A” through “D”

ORDINANCES

- a. Ordinance No. 2022-04
- b. Ordinance No. 2022-04 Exhibit “A”

ATTACHMENTS

- a. Attachment “1” - January 25, 2022, Planning Commission Staff Report
- b. Attachment “2” -Zoning Map and Aerial Photograph



PLANNING COMMISSION

Agenda Item No.: G.1
Date: January 25, 2022

PROJECT NUMBER / NAME: ADM18-0225 "Via Portofino"

REQUEST: A Major Plot Plan for the construction of two, two-story multi-family residential buildings consisting of 15 apartment units. The project includes seven one-bedroom units and eight two-bedroom units. The project also includes a request for a Development Agreement for a reduction in the open space requirement.

LOCATION: 2690 S. Escondido Blvd

APPLICANT: Portofino Holdings I, LLC

APN / APNS: 238-152-16-00

PRIMARY REPRESENTATIVE:

GENERAL PLAN / ZONING: SPA-15/ South Centre City Specific Plan (Southern Entry District and Mixed Use Overlay)

Frank Giordano, Jr.

DISCRETIONARY ACTIONS REQUESTED: Plot Plan and Development Agreement

PREVIOUS ACTIONS: None

PROJECT PLANNER: Darren Parker, Associate Planner, dparker@escondido.org

CEQA RECOMMENDATION: Exemption – Class 32 CEQA Guidelines section 15332

STAFF RECOMMENDATION: Recommend approval by the City Council, as conditioned

REQUESTED ACTION: Approve Planning Commission Resolution N0 2022-01

CITY COUNCIL HEARING REQUIRED: YES NO

REPORT APPROVALS:

Adam Finestone, Interim Director of Community Development

Project Name: Via Portofino
Planning Commission Meeting
Date: January 25, 2022

A. BACKGROUND:

South Centre City is a dynamic linear corridor offering retail, professional services and I offices, employment opportunities, and a range of housing. The proposed project is on the east side of South Escondido Boulevard, west of Cranston Drive, and approximately one quarter mile south of West Citracado Parkway. The project site is surrounded by a commercial retail site to the north, and a vacant City owned parcel that houses a sewage pump station to the south (refer to Attachment 1). The project site was previously improved, but currently consists of a 0.52 acre vacant (0.52-acres), and is located in the Southern Entry District of the South Centre City Specific Plan ("SCCSP"). The property is relatively flat with no topography.

B. SUMMARY OF REQUEST:

Portofino Holdings, LLC ("Applicant") submitted an application for a Plot Plan for the development of two, two-story buildings (up to approx. 26 feet in height) to accommodate 15 apartment units within the Southern Entry District of the SCCSP (see Attachment 1). The project proposal results in a density of 30 dwelling units per acre. The design includes a mix of one-bedroom and two-bedroom units ranging in size from 597 SF to 856 SF. Twenty-nine (29) parking spaces are proposed, which includes a combination of carports and uncovered spaces. Project plans are attached to draft Planning Commission Resolution No. 2022-01 as Exhibit "B," which itself is included with this staff report as Attachment 3. A Development Agreement, attached to draft Planning Commission Resolution No. 2022-01 as Exhibit "E," has been requested because the applicant is seeking a 50% reduction in the overall open space requirement.

C. SUPPLEMENTAL DETAILS OF REQUEST:

- 1. Property Size: 0.52 acres on one vacant parcel
- 2. Number of Units: 15 apartment units
- 3. Unit Size/Mix: Seven one-bedroom units and eight two-bedroom units ranging in size from 597 SF to 856 SF
- 4. Density: 30 dwelling units per acre
- 5. Building Height: 2 stories, up to approximately 26' in height. The SCCSP (Southern Entry District, Mixed use Overlay) allows structures up to 3 stories and 45' in height.

Project Name: Via Portofino
 Planning Commission Meeting
 Date: January 25, 2022

- | | | |
|----------------------------------|---|---------------------|
| 6. Building Size: | 10,664 SF (gross area) combined Building 1 and 2 | |
| | <u>Building 1</u> | <u>Building 2</u> |
| | Total area 6,172 SF | Total area 4,458 SF |
| 7. Vehicle Parking: | <u>Required</u> | <u>Proposed</u> |
| | 29 total spaces
(includes 25 resident &
4 guest spaces) | 29 spaces |
| 8. Bicycle Parking: | 8 spaces | 8 Spaces |
| 9. Setbacks | | |
| a) Front Yard | BTL-Min 10 | BTL-10' |
| b) Rear Yard | 15' | 62' |
| c) Side Yard | 5' | 5' |
| 10. Open Space /
Landscaping: | 300 square feet of usable open space per unit (4,500square feet total) required. 3,479 square feet provided; (Development Agreement requested for 23% reduction in requirement) | |
| 11. Trees: | Street trees shall be installed along the frontage of S. Escondido Blvd and Cranston Drive. | |
| 12. Signage: | All signs subject to conformance with the SCCSP and Article 66 of the Escondido Zoning Code. | |
| 13. Trash: | Trash enclosure provided onsite. Trash collection service would be provided by Escondido Disposal. | |
| 14. Lighting: | Per Escondido Zoning Code (Article 35) and CA Building Code | |
| 15. Heating & Ventilation: | Heating, ventilation, and air conditioning (HVAC) units would be installed on the roof in clusters. All HVAC equipment would be installed on mechanical pads with visual screening and any necessary acoustical enclosures. | |

Project Name: Via Portofino
 Planning Commission Meeting
 Date: January 25, 2022

D. PROJECT ANALYSIS:

1. General Plan Conformance:

The General Plan land use designation for the subject property is SPA 15 (Specific Plan Area #15). The zoning classification is S-P (Specific Plan), and is implemented through the SCCSP. The SCCSP provides land use and development standards, including regulations related to residential development. The requirements for the proposed development are outlined in the Southern Entry District of the S CCSP, however, the SCCSP has provisions to reduce certain development requirements through a Development Agreement subject to review and approval by the Planning Commission and City Council. Approval of this request will allow the developer to fully utilize the site for density purposes.

2. Specific Plan Conformance:

The proposed project would be consistent with the goals and objectives of the Southern Entry District of the SCCSP, which encourages opportunities for residential development and diversity of land uses based on smart growth principles. The land use concept for the Southern Entry District accommodates a wide range of housing types for those who do not want or need a traditional detached single-family home with a yard. The Southern Entry District offers flexibility to allow higher-density housing options. The Project would increase the population along the corridor and continue to improve the overall economics of the area.

3. Climate Action Plan Consistency:

The City's ability to grow its population and economy while meeting reduction targets for greenhouse gas ("GHG") emissions will require broad-based community participation. The Climate Action Plan ("CAP") is intended to achieve reductions from all sources and sectors, existing and new. This is emphasized by the fact that the City's GHG reduction targets are a reduction below baseline GHG emissions. Therefore, GHG emissions in the City need to be reduced below existing levels, while additional GHG emissions are generated by growth through 2035. As such, new development can contribute its fair share of GHG reductions by complying with CAP strategies, goals, and actions that were determined to be applicable through the Checklist development process outlined in the CAP, or through a self-developed program.

For land use development requests, when a proposed project is compared with an adopted plan, such as the CAP, the analysis generally examines the existing physical conditions at the time the notice of preparation is published, or if no notice of preparation is published, at the time environmental analysis is commenced. The City updated its 2013 Climate Action Plan ("2013 CAP") on March 10, 2021, through City Council Resolution No. 2021-37 ("2021 CAP"). The adoption of the 2021 CAP was subsequent to the date the Project application was deemed "complete" and shall not constitute a valid basis to disapprove or conditionally approve the Project. Rather, the 2013 CAP is applicable for review and consideration of the Project. The 2013 CAP

Project Name: Via Portofino
Planning Commission Meeting
Date: January 25, 2022

established a screening threshold of 2,500 metric tons carbon dioxide equivalent ("MTCO_{2e}") per year for new development projects in order to determine if a project would need to demonstrate consistency with the CAP through the Consistency Checklist and/or a self-developed program. The Project emits fewer than 2,500 MTCO_{2e}, and is consistent with the land use assumptions utilized to create business-as-usual estimates for future year analysis. Therefore, the Project is consistent with the 2013 CAP.

4. Site Design:

a) Lot Design, Access and Parking

The Applicant proposes to develop the vacant 0.52-acre site into two, two-story multi-family residential buildings consisting of 15 apartment units. Proposed access for the site will be provided from Cranston Drive and Escondido Blvd. The site would include an underground storm water system located towards the southern part of the lot. Decorative perimeter walls are proposed along the north, south and east boundaries of the lot, along with new landscaping.

Twenty-nine parking spaces are required for the project site, which includes 25 resident spaces and four guest spaces. Pursuant to section 5.3.5.2 of the SCCSP, which requires that at least one parking space for each residential unit be covered or enclosed, 15 spaces will be under carports. Project plans are attached to this Staff Report as Exhibit "B" of Attachment 3.

b) Open Space and Landscaping:

A minimum of 300 square feet of open space is required per unit in accordance with the SCCSP, which equates to 4,500 square feet of open space required. The Project includes a combination of private and common open space areas totaling 3,479 square feet of open space, which is 1,021 square feet, or 23%, less than the required amount. Active open space areas include outdoor seating area, landscaping and overhead trellis. The Project also includes private, ground-floor patios for select units and private balconies/decks on upper stories. The S. Escondido Blvd, and Cranston Drive street frontage will include a combination of shrubs, groundcover, and street trees.

To accommodate the Project's proposed site design and density, the Applicant is requesting a 23% reduction in open space from 300 square feet per unit to 231 square feet per unit. The SCCSP (Section 5.3.12.3) allows for a reduction in required open space (up to 50%) in exchange for alternative open space benefiting the public, subject to approval of a Development Agreement. In order to satisfy the SCCSP open space reduction requirement, the Applicant would be required to pay an in-lieu fee of \$12.50 per square foot reduction of open space for the total amount of space deficiency. The

Project Name: Via Portofino
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proposed reduction of 1,021 square feet of open space amounts to an in-lieu fee of \$12,762.50. With the payment of in-lieu fees and approval of the Development Agreement, the project meets the open space provisions.

5. Building Design:

The Project consists of two, two-story structures that include, one- and two-bedroom units. Unit sizes range from 597 square feet for the one bedroom units to 856 square feet for the two-bedroom units. Each unit has its own individual access. Carports are proposed for each unit. The buildings are approximately 26 feet in height to the top of roof parapets. The Project has a modern style of architecture with varying wall planes and rooflines, Bora tile roofs (COLOR?), white and prairie grass tone exterior and trim colors, stone veneer along the base and wooden window elements, fabric window awnings and arched entryways with tile accents.

E. FISCAL ANALYSIS:

As part of the overall decision-making process for a 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.

In 2019, the City of Escondido hired a financial consultant who conducted a Fiscal Impact Analysis ("FIA") and determined that future ongoing revenue received as a result of new residential units throughout the City is less than the cost to provide municipal services, including police, fire and infrastructure maintenance, to those new units. In January 2020, the results of the FIA were presented to the City Council. On April 8, 2020, a Resolution was passed declaring the City's intent to form a Community Facilities District (collectively referred to herein as the "CFD") to offset the cost of governmental services associated with new development, as identified in the FIA.

CFD No. 2020-1, Citywide Services, was formed by the City Council on May 13, 2020, as one mechanism for offsetting additional public services required by a development project. The special tax that may be assessed on properties as a result of the development of new residential units is based upon the FIA that was prepared to support the creation of CFD No. 2020-01. Developers to whom these residential project entitlements are assigned are responsible for the establishment of a lawful funding mechanism to provide a source of funds for the on-going municipal services required for the project. The benefit of voluntarily entering into the CFD as the chosen funding mechanism is that the process is significantly streamlined, which saves staff time and costs to Developers.

Based on the Resolution adopting CFD No. 2020-1, the project's density (>18 du/ac) would require assessment of a special tax of \$739.50 per unit, if the developer opted to utilize this mechanism to offset the ongoing costs of providing public services. Based on a 15-unit

Project Name: Via Portofino
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development, the current estimated annual amount for ongoing services is \$11,092.50, subject to annual adjustments.

Conditions have been included with Exhibit "D" to Attachment 3 that require the Project to fund the ongoing costs of municipal services, in the amount determined by the City, through voluntarily annexing into the Citywide Services CFD or establishment of another lawful funding mechanism. All costs for forming and implementing an alternative lawful funding mechanism, including costs for consultants, elections, and any legal challenge, are expected to be at the Applicant's sole expense. If the Applicant chooses to pursue an alternative funding source rather than annexing into CFD No. 2020-01, the City needs to determine and ensure that the Project pays for any additional fiscal burdens placed upon the City's operational budget as a result of the future development. The voluntary annexation of the project into the CFD or establishment of another lawful funding mechanism to fund public services, (in addition to payment of development impact fees to pay for public facilities) is necessary to avoid or lessen the likelihood of future impacts related to the provision of public services, as well as to maintain General Plan conformance to enable Project approval.

The Applicant has suggested that the Project should not be subject to conditions requiring voluntary annexation into CFD No. 2020-01 or establishment of another lawful funding mechanism, because the application was submitted and in-process prior to City Council adoption of the requirement to fund ongoing public services. This request from relief of this requirement must be considered by the City Council, and as such, the information above is provided for informational purposes only. City staff's recommendation to approve the project is based, in part, on the inclusion of these condition, and staff does not recommend that the conditions be removed.

F. ENVIRONMENTAL STATUS:

California Environmental Quality Act ("CEQA") Guidelines list classes of projects that have been determined not to have a significant effect on the environment and as a result are exempt from further environmental review under CEQA. The Project qualifies for an exemption under CEQA Guidelines section 15332 (In-Fill Development Projects). The CEQA Notice of Exemption prepared for the Project is attached to this staff report as Attachment 2 and incorporated herein by this reference. The Notice of Exemption demonstrates that the Project qualifies for the exemption and will not have a significant effect on the environment.

F. PUBLIC INPUT:

The project was noticed consistent with the requirements of both the Escondido Zoning Code and the State law. Staff has not received any correspondence from the public regarding the project as of the writing of this report.

Project Name: Via Portofino
Planning Commission Meeting
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G. CONCLUSION AND RECOMMENDATION:

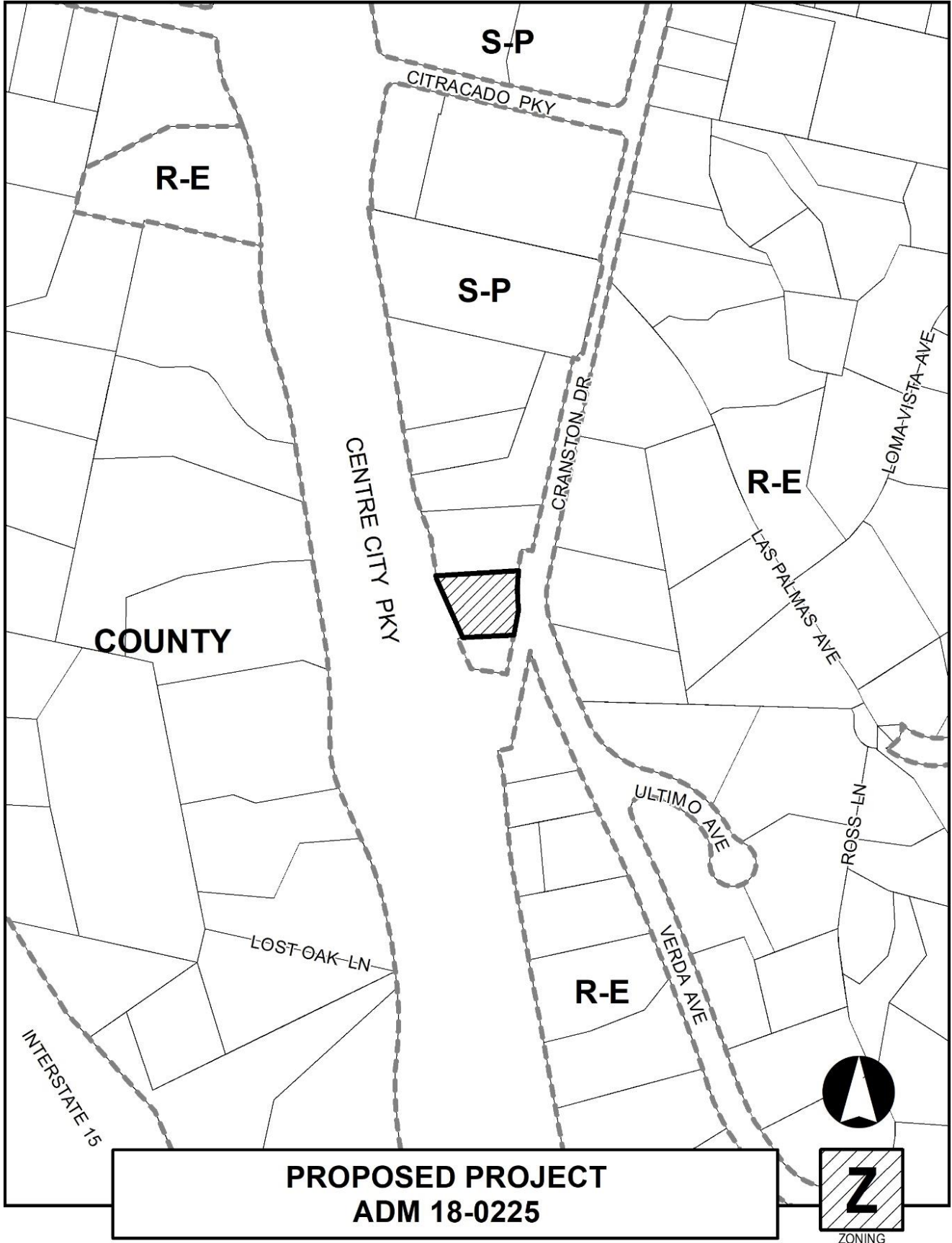
The proposed project is consistent with the General Plan and the SCCSP because it encourages higher density urban residential growth in the SCCSP area. The project site lies within the SCCSP Southern Entry District, which envisions high-density residential uses. The project would further the Land Use and Community Form goals in Chapter II of the Escondido General Plan, including those related to community character and smart growth, as well as the Housing goals in Chapter IV of the General Plan, which include planning for sustainable growth and providing housing opportunities for all income groups and household types, in addition to others.

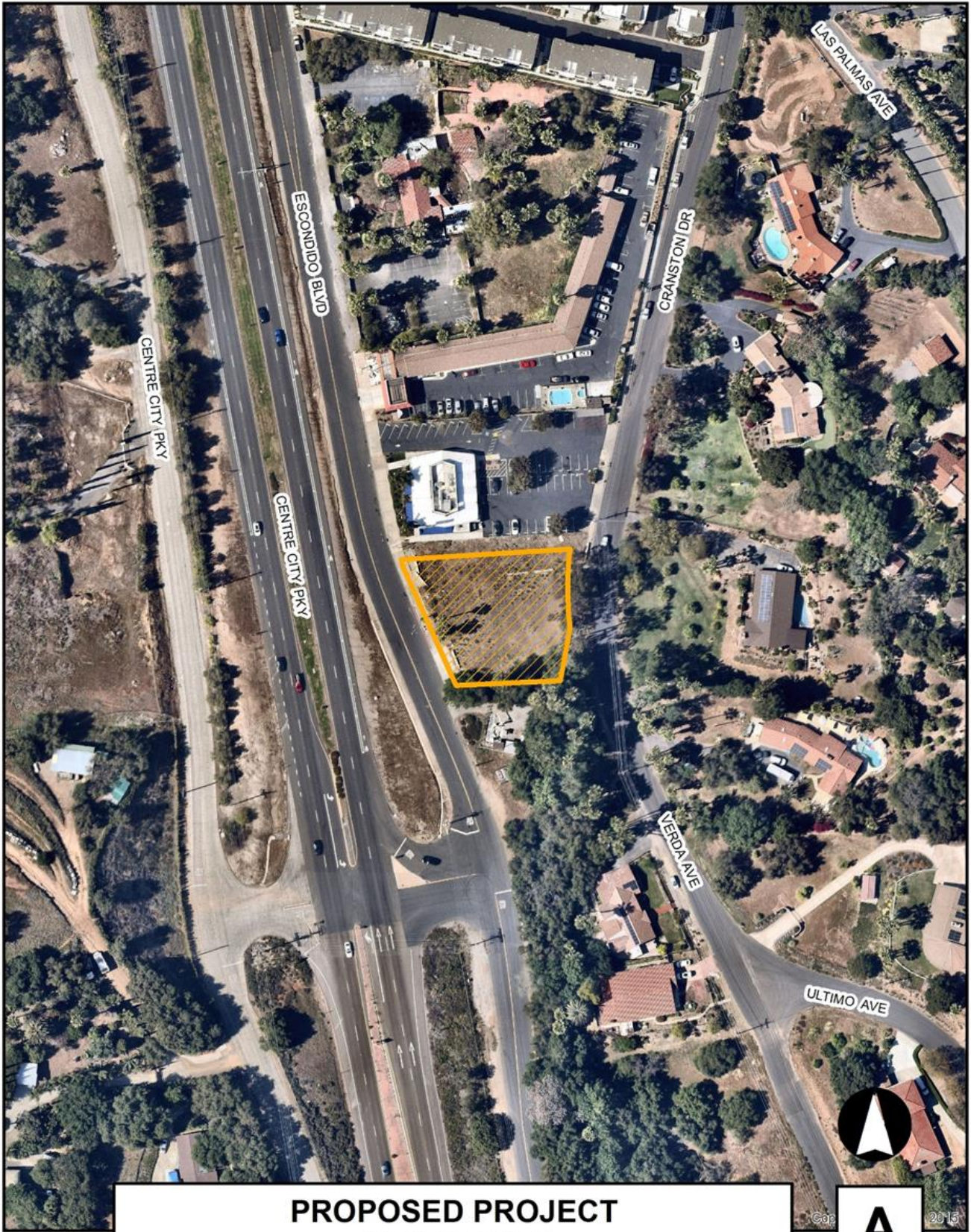
The Planning Commission acts as an advisory body to the City Council on applications for Development Agreements. As noted above, staff has found that the proposed project is consistent with the guiding principles for the Specific Plan Area identified in the Land Use and Community Form element of the Escondido General Plan because it provides the type of high-density urban development envisioned for the area. The proposed project is designed consistent with applicable design guidelines and the project continues the trend of revitalization in the project area.

Staff recommends the Planning Commission adopt Resolution 2022-01, recommending approval of the proposed Plot Plan and Development Agreement described in this staff report, as detailed in Exhibits "A" through "E" of Attachment 3.

ATTACHMENTS:

- ~~1. Attachment 1 - Location and General Plan Map~~
- ~~2. Attachment 2 - CEQA Notice of Exemption~~
- ~~3. Attachment 3 - Draft Planning Commission Resolution No. 2022-01 with Exhibits "A" through "E"~~





**PROPOSED PROJECT
ADM 18-0225**

A

AERIAL

RESOLUTION NO. 2022-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, APPROVING A MAJOR PLOT
PLAN FOR A MULTI-FAMILY RESIDENTIAL PROJECT
LOCATED AT 2690 SOUTH ESCONDIDO BOULEVARD

WHEREAS, Portofino Holdings I, LLC (“Applicant”), filed a land use development application (“Application”) constituting a request for a Major Plot Plan for the construction of two, two-story multi-family residential buildings, consisting of a total of 15 apartment units, on 0.52-acres of land in the Southern Entry District of the South Centre City Specific Plan (“Project”). The subject site is located on the east side of South Escondido boulevard, west of Cranston Drive, addressed as 2690 South Escondido Blvd; and

WHEREAS, the subject property is the real property described in Exhibit “A,” which is attached hereto and made part hereof by this reference as though fully set forth herein (“Property”); and

WHEREAS, the Project is depicted in Exhibit “B,” which is attached hereto and made part hereof by this reference as though fully set forth herein; and

WHEREAS, the Applicant has also requested a Development Agreement to allow a reduction in required onsite open space. Said Development Agreement is being considered by the City Council concurrently with the Project; and

WHEREAS, the Application was submitted to, and processed by, the Planning Division of the Community Development Department in accordance with the rules and regulations of the Escondido Zoning Code and the South Centre City Specific Plan 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, multi-family residential development is a permitted use within the Southern Entry District of the South Centre City Specific Plan; 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, the Planning Division of the Community Development Department completed its review of the Project and scheduled the Project for consideration by the Planning Commission at a duly noticed public hearing on January 25, 2022. At that hearing, the Planning Commission received and considered the reports and recommendation of the Planning Division and gave all persons full opportunity to be heard and to present evidence and testimony regarding the Project; and

WHEREAS, on January 25, 2022, the Planning Commission adopted Planning Commission Resolution No. 2022-01, recommending to the City Council the approval of the Major Plot Plan and Development Agreement; and

WHEREAS, the City Council held a duly noticed public hearing to consider the request for the Major Plot Plan and Development Agreement at its regularly scheduled meeting on March 2, 2022, at which time the City Council received and considered the reports and recommendation of the Planning Division and Planning Commission, and gave all persons full opportunity to be heard and to present evidence and testimony regarding the Project.

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

1. That the above recitations are true.
2. That the City Council, in its independent judgment, has determined the Project to be exempt from environmental review pursuant to CEQA Guidelines section 15332 (In-Fill Development

Projects), and directs the Planning Division to file a Notice of Exemption for the Project describing the reasons why the Project qualifies for the exemption.

3. That the Findings of Fact (“Findings”), attached as Exhibit “C” and incorporated herein by this reference as though fully set forth herein, are hereby made by this City Council, and represent the City Council’s careful consideration of the record. The Findings of this City Council contained in Exhibit "C" shall be the final and determinative findings of fact on this matter.

4. That upon consideration of the staff report (a copy of which is on file in the Office of the City Clerk), the recommendations of the Planning Division and Planning Commission, the Findings, the Conditions of Approval attached as Exhibit “D” and incorporated herein by this reference as though fully set forth herein, and applicable law, the City Council finds that the Project is consistent with the General Plan.

5. That the City Council approves Resolution No. 2022-31, approving a Major Plot Plan for a multi-family project located at 2690 S. Escondido Boulevard.

6. That this approval is contingent upon City Council approval of, and shall become effective upon the effective date of, City Council Ordinance No. 2022-04. Should City Council Ordinance No. 2022-04 not be adopted, this approval shall be null and void.

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

1. NOTICE IS HEREBY GIVEN that the project is subject to certain fees described in the City of Escondido’s Development Fee Inventory on file in both the Community Development Department and Public Works Department. The project is also subject to dedications, reservations, and exactions, as specified in the Conditions of Approval.

2. NOTICE IS FURTHER GIVEN that the 90-day period during which to protest the imposition of any fee, dedication, reservation, or other exaction described in this Resolution begins on the effective

date of this Resolution and any such protest must be in a manner that complies with Government Code Section 66020.

Legal Description

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

PARCEL C OF PARCEL MAP NO. 129, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, AUGUST 11, 1969.

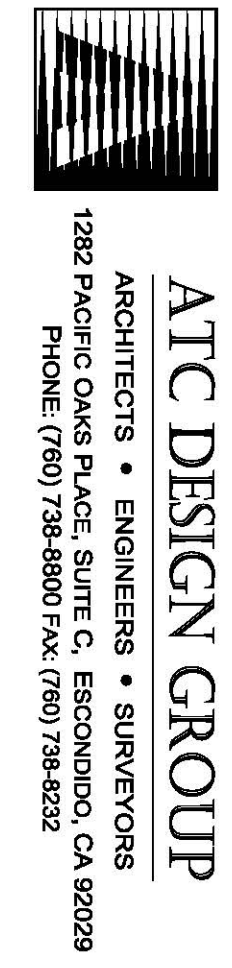
EXCEPTING THE INTEREST CONVEYED TO THE CITY OF ESCONDIDO IN AND TO THAT PORTION LYING SOUTHWESTERLY OF THE LOCATION AND PROLONGATION OF A LINE DRAWN PARALLEL WITH AND 11.00 FEET NORTHEASTERLY AT RIGHT ANGLES TO THAT CERTAIN COURSE IN THE SOUTHWESTERLY LINE OF SAID PARCEL C DESIGNATED AS "NORTH 22° 55' 00" WEST, 109.48 FEET.

EXCEPTING THEREFROM ALL WATER THAT MAY NOW OR AT ANY TIME HEREAFTER BE LOCATED OR CONTAINED UNDER SAID LAND, OR THAT MAY NOW OR AT ANY TIME HEREAFTER BE DEVELOPED OR TAKEN UPON SAID LAND, TOGETHER WITH ALL WATER AND WATER RIGHTS BELONGING OR APPURTENANT TO SAID LAND, INCLUDING THE RIGHT TO BUILD AND MAINTAIN DAMS AND TO DIG WELLS ON SAID LAND, AS GRANTED TO GREEN MUTUAL WATER COMPANY OF SAN DIEGO BY DEED RECORDED DECEMBER 12, 1952 IN BOOK 4685 PAGE 51 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM, ALL OIL, PETROLEUM, NATURAL GAS, MINERAL RIGHTS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 VERTICAL FEET FROM THE SURFACE OF SAID LAND, FOR THE PURPOSE OF EXPLORING FOR, EXTRACTING, MINING, BORING, REMOVING, OR MARKETING SAID SUBSTANCES, HOWEVER, WITHOUT ANY RIGHT OF ANY ENTRY UPON THE SURFACE OF SAID LAND, AS RESERVED BY GULF OIL CORPORATION IN DEED RECORDED JULY 5, 1979 AS DOCUMENT NO. 79-278133 OF OFFICIAL RECORDS.

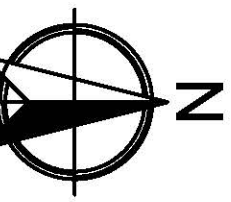
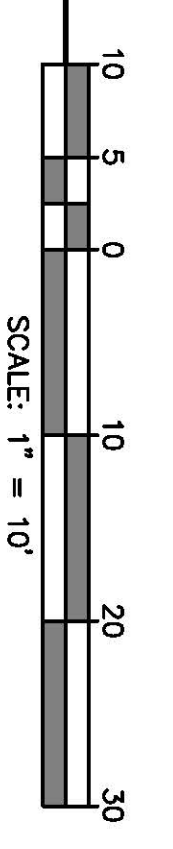
EXHIBIT "B"

DATE: 9/24/2021 ~ FILE NAME: P:\18-3772 Multi-Family Residential Dev - Escondido, CA\Architecture\02_Planning\3772-03-AS.1.dwg



FOR REFERENCE ONLY

01 SITE PLAN



SITE NOTES:

- REMOVE ALL DAMAGED CURBS/GUTTERS/SIEMENS ON ESCONDIDO BLVD. AND GRANSON DR. AND REPLACE WITH NEW IN ACCORDANCE WITH W-1. OVERLAY SPECIFICATIONS REQUIRED TO BE ADHERED TO IN THE PUBLIC RIGHT-OF-WAY AND/OR CORNER SHALL BE REQUIRED PRIOR TO ANY CONSTRUCTION.
- A WATERLINE REPAIRMENT PER AS FILE WITH THE CITY OF ESCONDIDO RESOLUTION NUMBER 25-29

MULTI-FAMILY RESIDENTIAL DEVELOPMENT
2690 S. ESCONDIDO BLVD.
ESCONDIDO, CA 92025

PRELIMINARY NOT FOR CONSTRUCTION

REV.	REVISION	DATE	REV.	REVISION	DATE
1	DESIGN CHANGE	8/16/19			
2	DESIGN CHANGE	11/22/19			
3	DESIGN CHANGE	3/20/20			
4	DESIGN CHANGE	8/19/21			

SITE PLAN

AS.1

KEYNOTES

- (1) 6" FIRE SERVICE LINE AND GATE VALVE PER CITY STANDARDS
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SITE LEGEND

- PROPERTY LINE
- EXISTING FIRE HYDRANT
- ACCESSIBLE PATH OF TRAVEL
- 24' FIRE LANE
- 150' HOSE PULL
- LABOR ACCESS TO WINDOW UNITS

CONSTRUCTION TYPE

CONSTRUCTION TYPE: 99
CURRENT ZONING: C-16 (COMMERCIAL GENERAL)
SPECIFIC PLAN: SOUTH CENTRE CITY SPECIFIC PLAN, SOUTHERN ENTRY DISTRICT

SITE SUMMARY

LAND AREA GROSS = 122,827.97 SF (0.52 AC.)
BUILDING 1 1ST FLOOR = 43,290 SF
BUILDING 1 2ND FLOOR = 43,292 SF
TOTAL BUILDING 1 AREA = 86,582 SF
TOTAL UNITS: 9 UNITS
2 BEDROOMS - 4 UNITS
BUILDING 2 1ST FLOOR = 42,229 SF
BUILDING 2 2ND FLOOR = 42,229 SF
TOTAL BUILDING 2 AREA = 84,458 SF
TOTAL UNITS: 6 UNITS
1 BEDROOMS - 2 UNITS
TOTAL BUILDING AREA = 171,044 SF
TOTAL UNITS = 15 UNITS
TOTAL LOT AREA (MAX) = NONE
TOTAL BUILDING AREA (MAX) = NONE
BUILDING HEIGHTS & STORES (MAX) = 45'
BUILDING HEIGHTS & STORES (MAX) = 35' (2 STORES)

BUILD TO LINE CALCULATIONS:

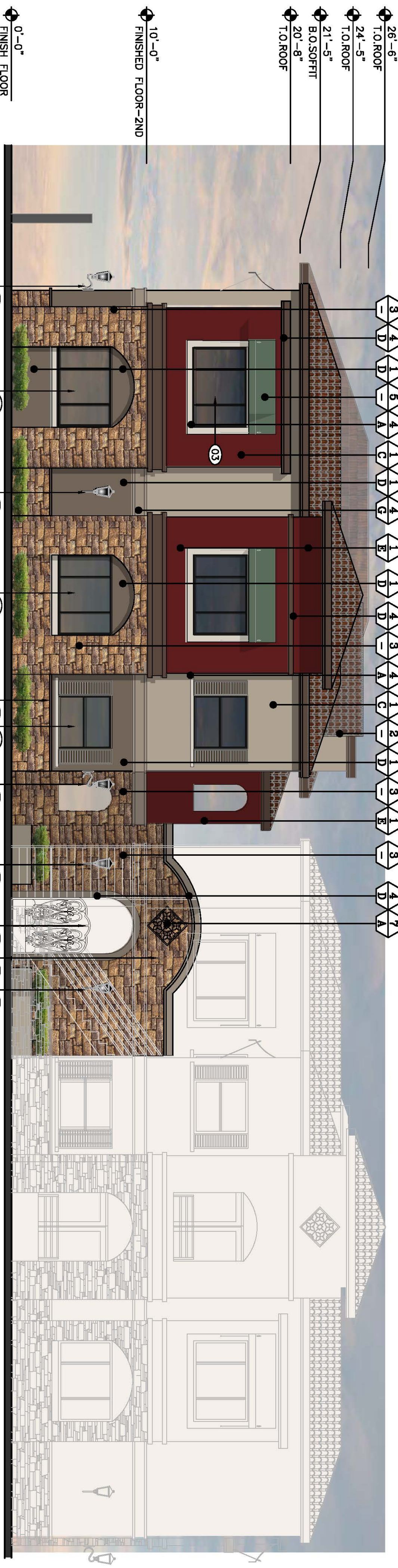
BUILDING 1 - BUILDING FRONTAGE = 58.2
BUILDING 2 - BUILDING FRONTAGE = 64.2
BUILDING 1 - BUILD TO LINE = 41.13 (70.8%)
BUILDING 2 - BUILD TO LINE = 40.45 (63%)
OPEN SPACE:
300 SF OF USABLE OPEN SPACE PER UNIT: 4,500 SF WITH 50% REDUCTION (WITH APPROVAL OF DEVELOPMENT AGREEMENT)-2,250 SF
TOTAL UNIT OPEN SPACE: 422 SF
TOTAL UNIT OPEN SPACE: 28
TOTAL UNIT OPEN SPACE: 28
TOTAL UNIT OPEN SPACE: (EACH UNIT VARIES) 883 SF

PARKING SUMMARY:

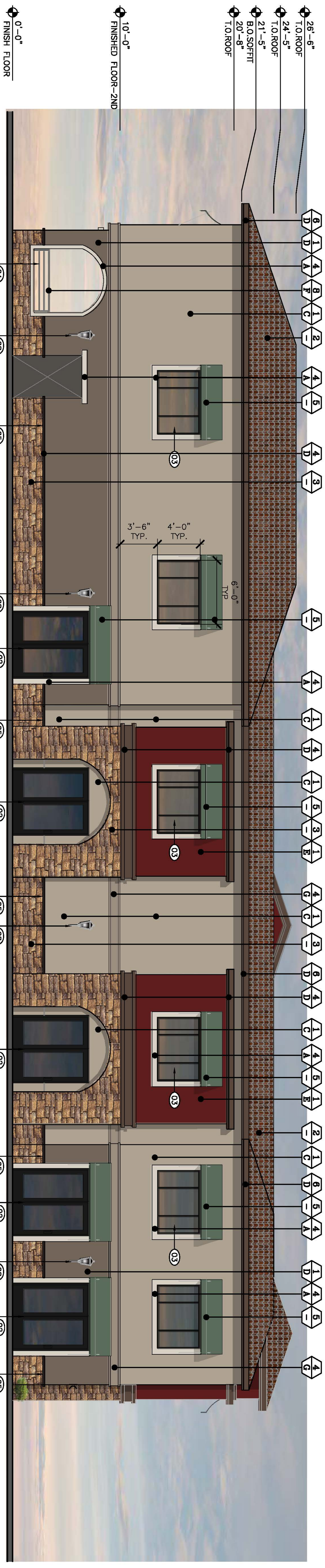
REQUIRED SPACES (MULTIPLE DWELLINGS):
1 - BEDROOM: 1 3/4 PER UNIT = 14
2 - BEDROOM: 2 PER UNIT = 28
3 - BEDROOM: 2 PER UNIT = 28
TOTAL REQUIRED: 70 SPACES
STANDARD STALLS: 27 SPACES
ACCESSIBLE STALLS (1 VAN ACCESSIBLE): 2 SPACES
PARKING RATIO: 2.8/1000
BIKE PARKING: 8 SPACES REQUIRED
CITY SPECIFIC: 8 SPACES PER DWELLING UNIT UP TO 30 UNITS, 0.25 WHEN GREATER THAN 20 UNITS



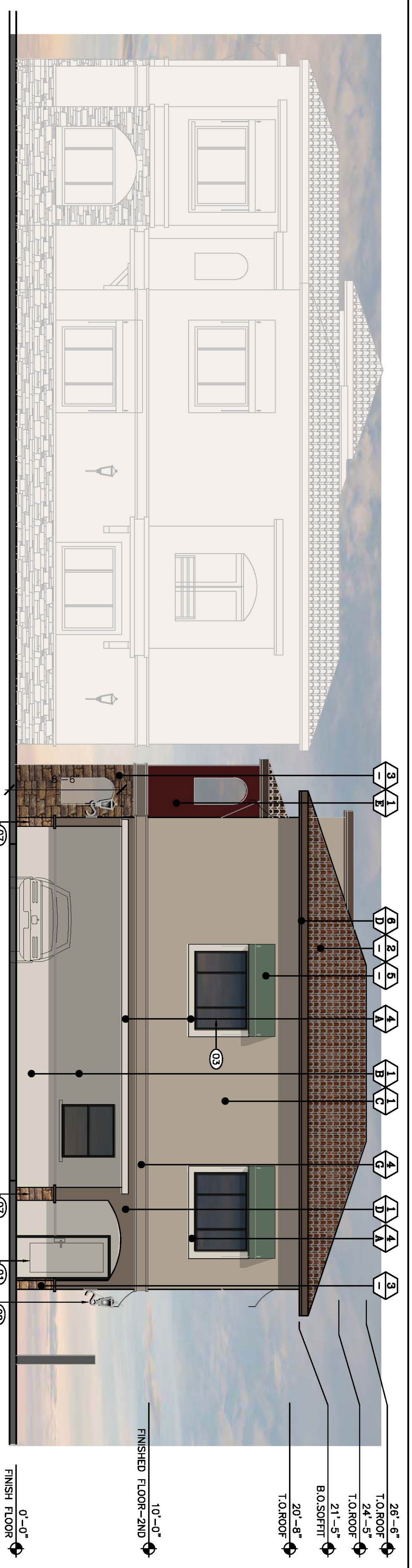
01 SOUTH ELEVATION
 SCALE: 3/16" = 1'-0"



02 WEST ELEVATION
 SCALE: 3/16" = 1'-0"



03 NORTH ELEVATION (REAR)
 SCALE: 3/16" = 1'-0"



04 EAST ELEVATION
 SCALE: 3/16" = 1'-0"

REV #	#	EXTERIOR ELEVATION KEYNOTES
	01	EXTERIOR DOOR
	02	COMPOSITE SLIDING GLASS DOOR
	03	ALUMINUM WINDOW SYSTEM W/ CLEAR GLAZING UNITS AT 42" AND 60" HEIGHTS AND 24" AND 36" WIDTHS AND CONTROLLABLE OPENINGS (PER CGC 1203.5)
	04	METAL GUARD RAIL
	05	STONE CAP
	06	STEEL STAIRCASE
	07	STRUCTURAL COLUMN
	08	EXTERIOR WALL SCONES
	09	WROUGHT IRON GATE
	10	ENTRY WALL

EXTERIOR FINISH SCHEDULE

MATERIALS
3-COAT GORNET PLASTER SYSTEM, MEDIUM SAND FLOAT TEXTURE
BORAL ROOF TILE: VILLA 900 "CARNET BLEND"
ELDORADO STONE: Limestone "SHILO"
EIS CORNICE/TRIM
ACCENT AWNING COMPANY: SPEAR STATIONARY AWNING WITH SUNBRELLA FABRIC SILICA SAGE 4896
ROOF FASCIA & RAIN GUTTER
ARCHITECTURAL DECORATIVE ORNAMENT
HANDRAIL & GUARDRAIL

FINISH COLOR
PAINT: SHERWIN-WILLIAMS SW7566 "WESTHIGHLAND WHITE"
PAINT: SHERWIN-WILLIAMS SW7050 "JASEFUL GRAY"
PAINT: SHERWIN-WILLIAMS SW7546 "PRARIE GRASS"
PAINT: SHERWIN-WILLIAMS SW7515 "HOMESTEDD BROWN"
PAINT: SHERWIN-WILLIAMS SW7584 "RED THEATRE"
PAINT: SHERWIN-WILLIAMS SW2849 "WESTCHESTER GRAY"
PAINT: SHERWIN-WILLIAMS SW7508 "TAVERN TAUPE"



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CLIENT:

PROJECT:

MULTI-FAMILY RESIDENTIAL
 DEVELOPMENT
 2690 S. ESCONDIDO BLVD.
 ESCONDIDO, CA 92025

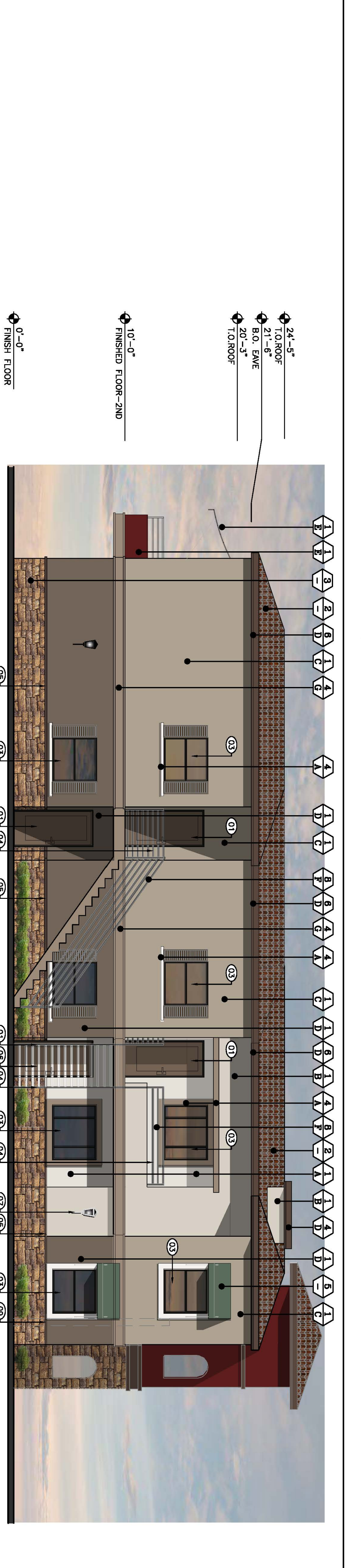
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DESIGN CHANGE	2	DESIGN CHANGE	8/16/19			

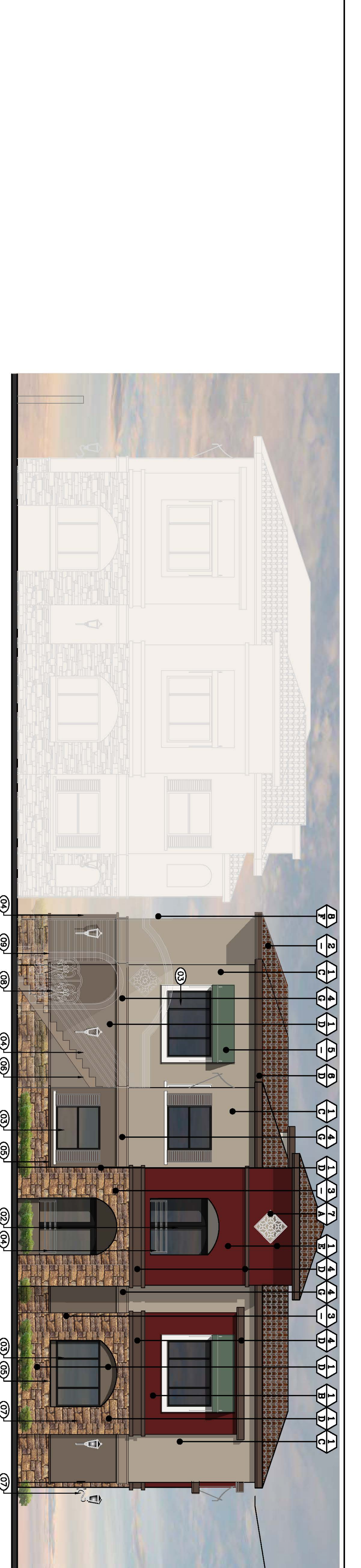
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**EXTERIOR ELEVATIONS
 "BUILDING 1"**

SHEET NUMBER:
A4.0

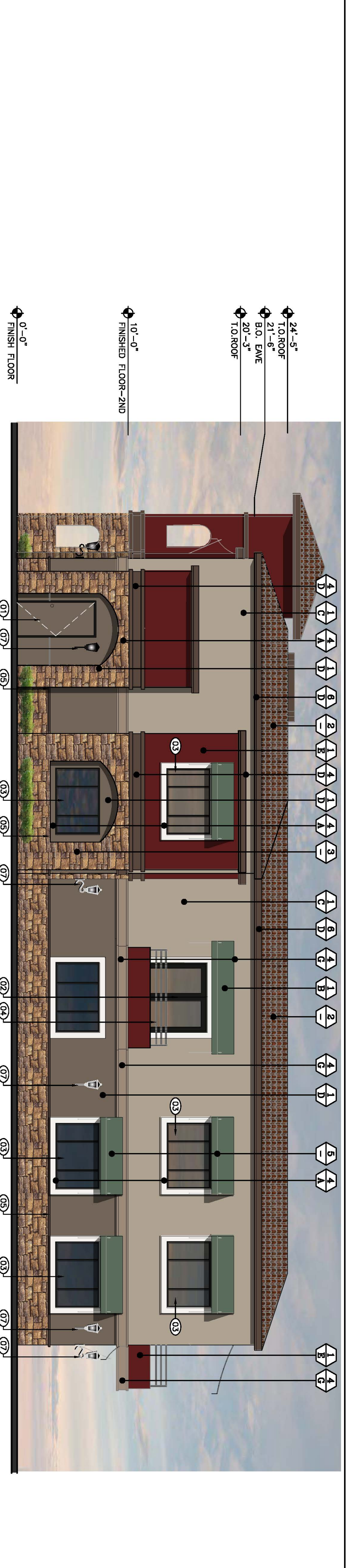
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01 NORTH ELEVATION
 SCALE: 3/16" = 1'-0"



02 WEST ELEVATION
 SCALE: 3/16" = 1'-0"



03 SOUTH ELEVATION (REAR)
 SCALE: 3/16" = 1'-0"



04 EAST ELEVATION
 SCALE: 3/16" = 1'-0"

REV #	#	EXTERIOR ELEVATION KEYNOTES
	01	EXTERIOR DOOR
	02	COMPOSITE SLIDING GLASS DOOR
	03	ALUMINUM WINDOW SYSTEM W/ CLEAR GLAZING UNITS AT 42" AND 60" HEIGHTS (ALUMINUM WINDOW SYSTEM WITH CLEAR GLAZING UNITS AT 42" AND 60" HEIGHTS) (FINISH 520 12315)
	04	METAL GUARD RAIL
	05	STONE CAP
	06	STEEL STAIRCASE
	07	EXTERIOR WALL SCONES
	08	WROUGHT IRON GATE
	09	ENTRY WALL

EXTERIOR FINISH SCHEDULE	
1	3-COAT GYPSUM PLASTER SYSTEM, MEDIUM SAND
2	FLAKE TEXTURE
3	BORAL ROOF TILE: VILLA 900 "CARNET BLEND"
4	ELDORADO STONE: LIMESTONE "SHILO"
5	EPS CORNICEL/RIM
6	ACCEPT ANIMING COMPANY: SEAR STATIONARY ANIMING WITH SIBERELLA FABRIC SILICA SAGE 4898
7	ROOF FASCIA & RAIN GUTTER
8	ARCHITECTURAL DECORATIVE ORNAMENT
9	HANDRAIL & GUARDRAIL

FINISH COLOR	
A	PAINT: SHERWIN-WILLIAMS SW7566 "WESTHIGHLAND WHITE"
B	PAINT: SHERWIN-WILLIAMS SW7050 "TUSCUL GRAY"
C	PAINT: SHERWIN-WILLIAMS SW7548 "POURIE GRASS"
D	PAINT: SHERWIN-WILLIAMS SW7515 "HONESTED BROWN"
E	PAINT: SHERWIN-WILLIAMS SW7584 "RED THEATRE"
F	PAINT: SHERWIN-WILLIAMS SW2849 "WESTCHESTER GRAY"
G	PAINT: SHERWIN-WILLIAMS SW7508 "TAVERN TAUPÉ"

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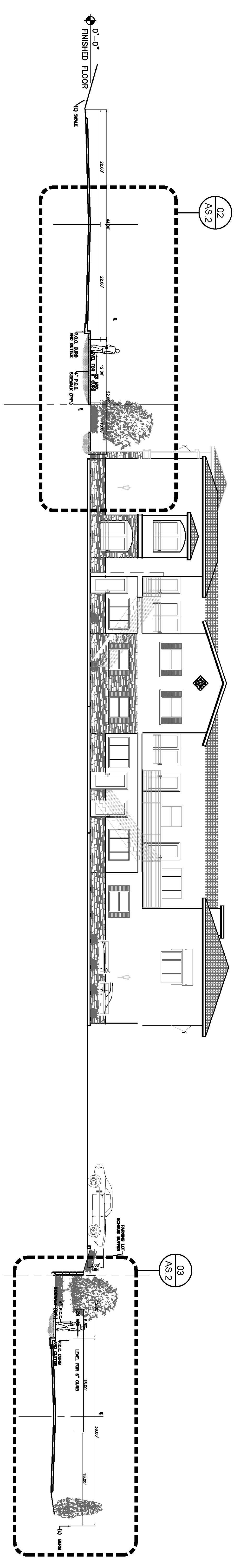
CLIENT:
 PROJECT:

MULTI-FAMILY RESIDENTIAL DEVELOPMENT
 2690 S. ESCONDIDO BLVD.
 ESCONDIDO, CA 92025

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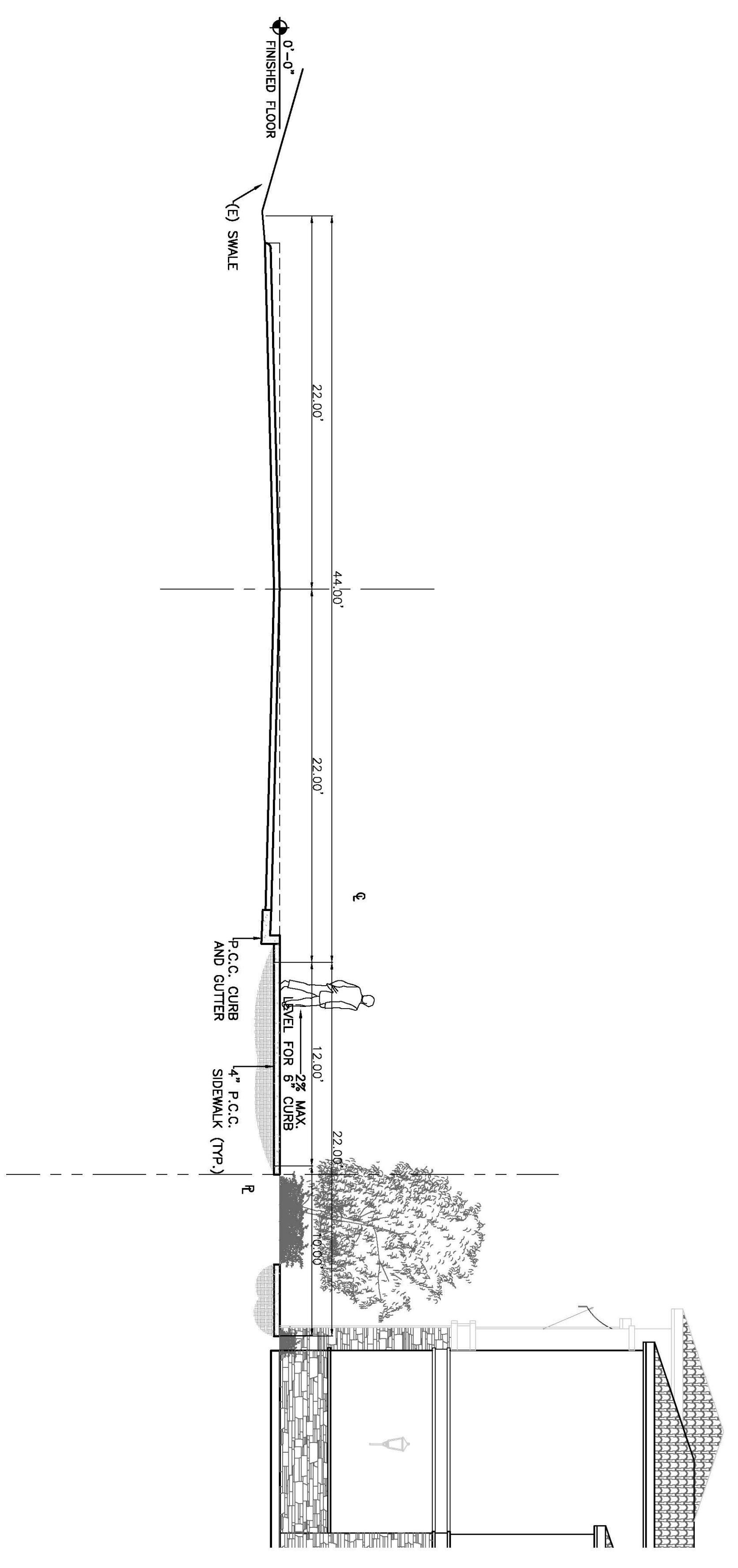
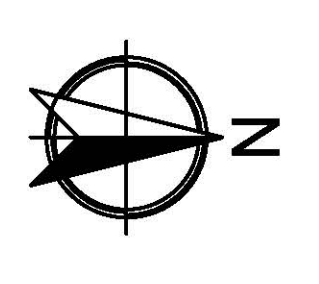
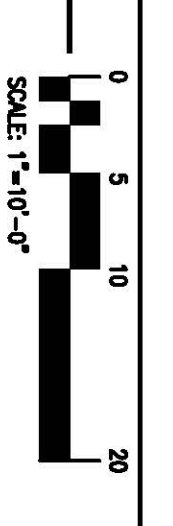
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 SHEET NUMBER:
A4.1

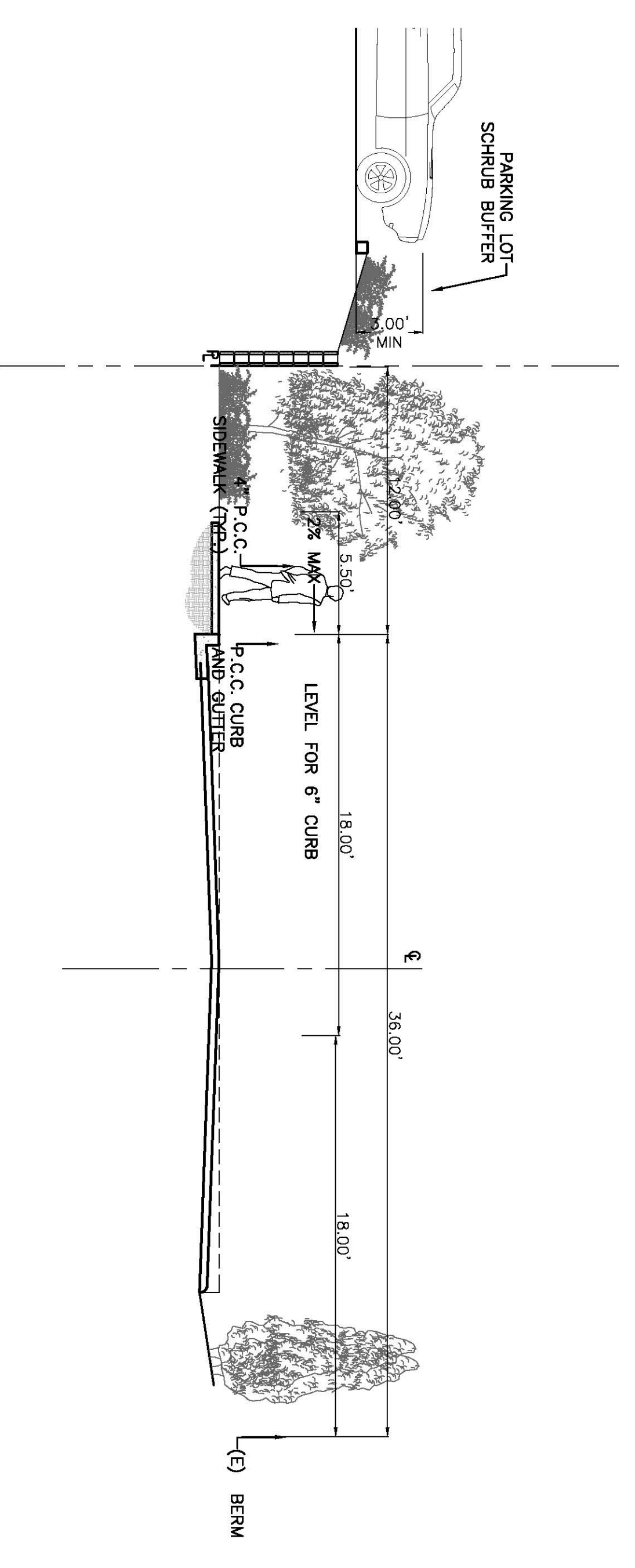


FOR REFERENCE ONLY

01 SITE SECTION
 SCALE: 1" = 10'-0"



02 STREET SECTION (S. ESCONDIDO BLVD.)
 SCALE: 1" = 5'-0"



03 STREET SECTION (CRANSTON DRIVE)
 SCALE: 1" = 5'-0"



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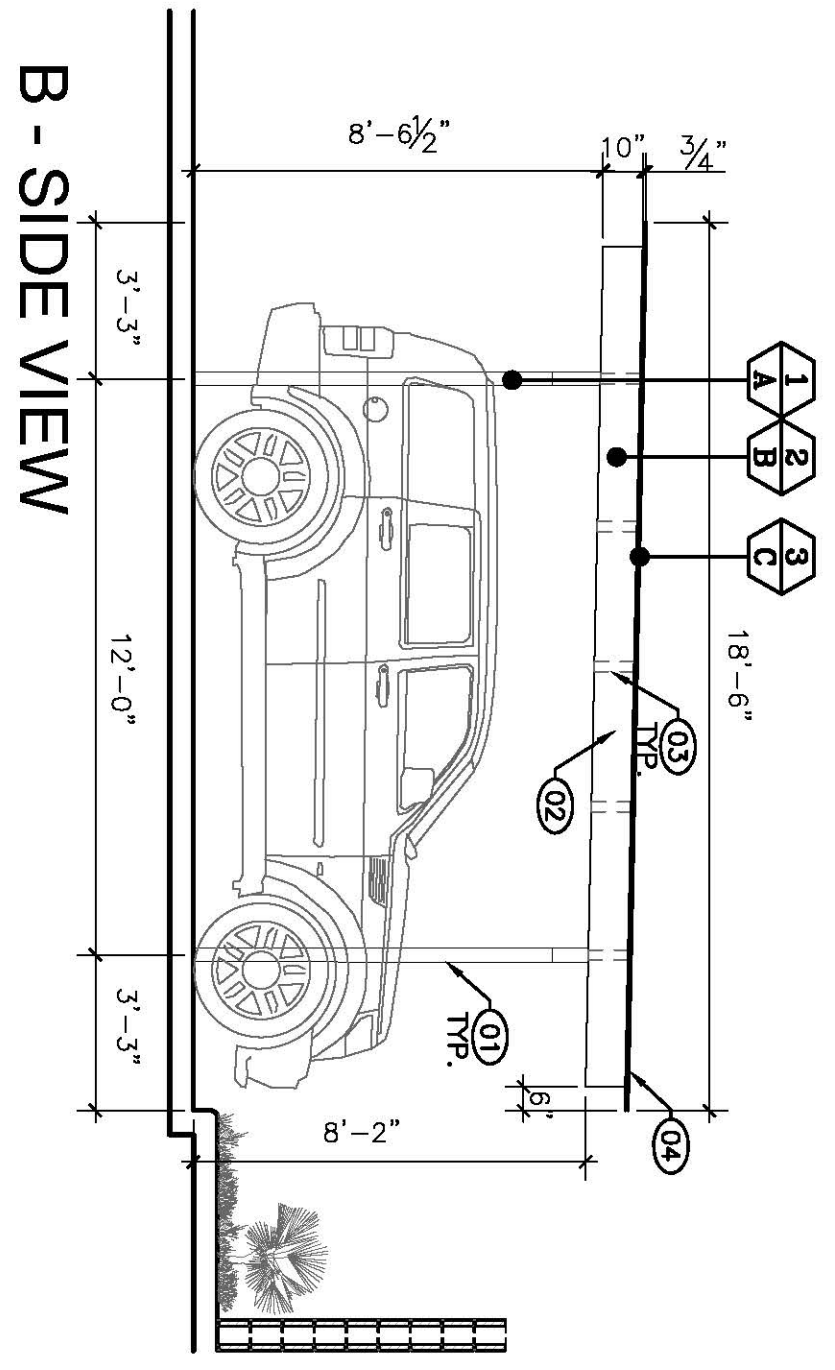
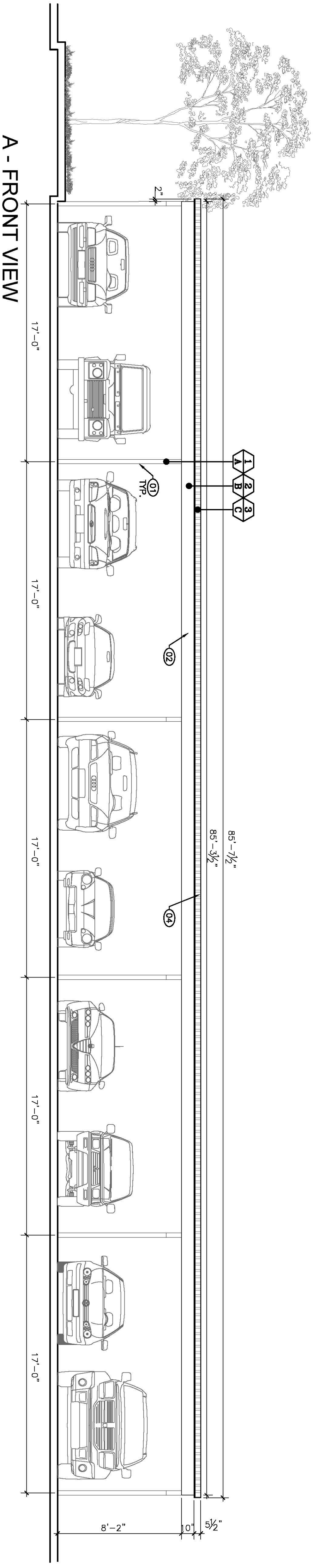
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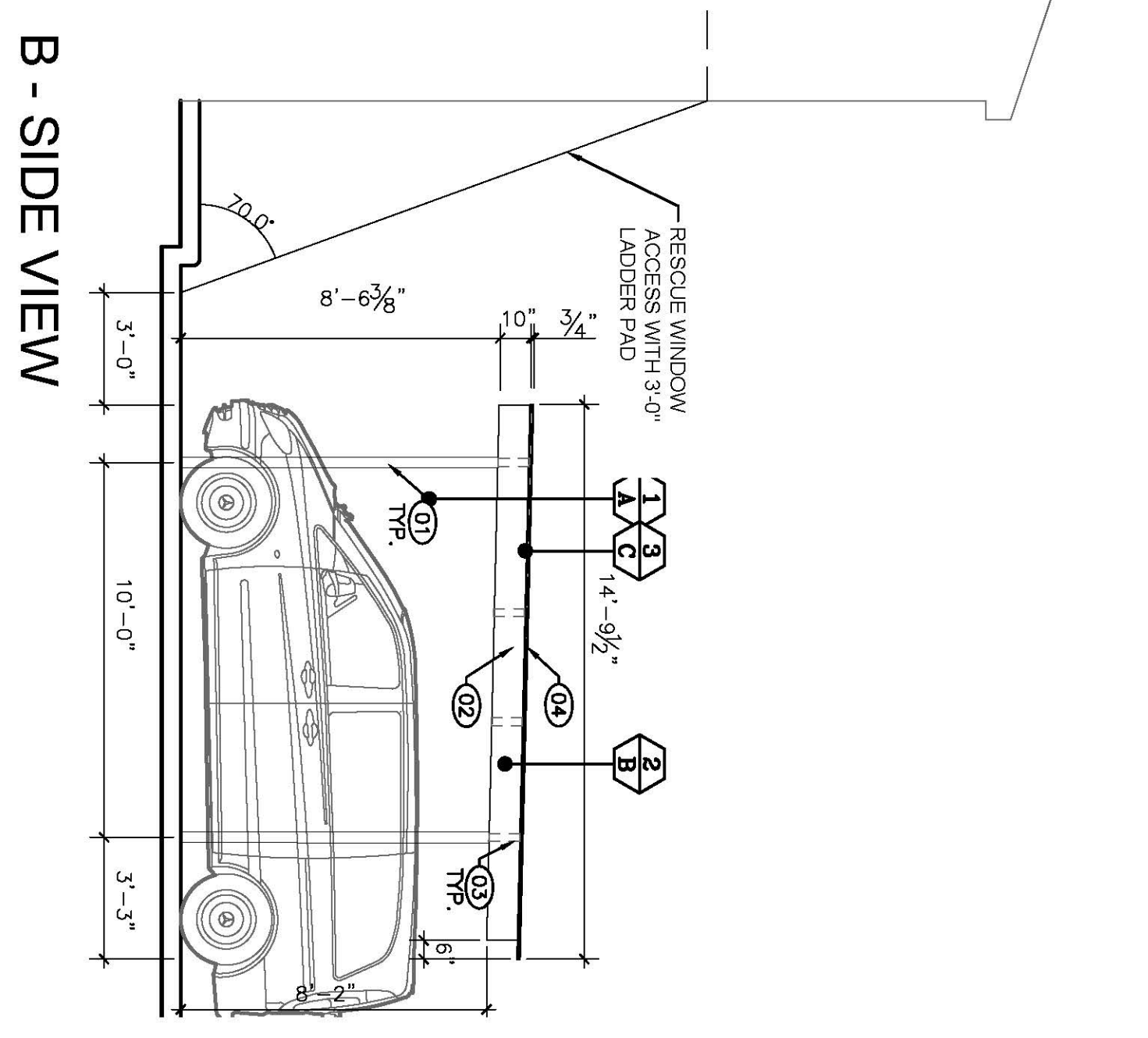
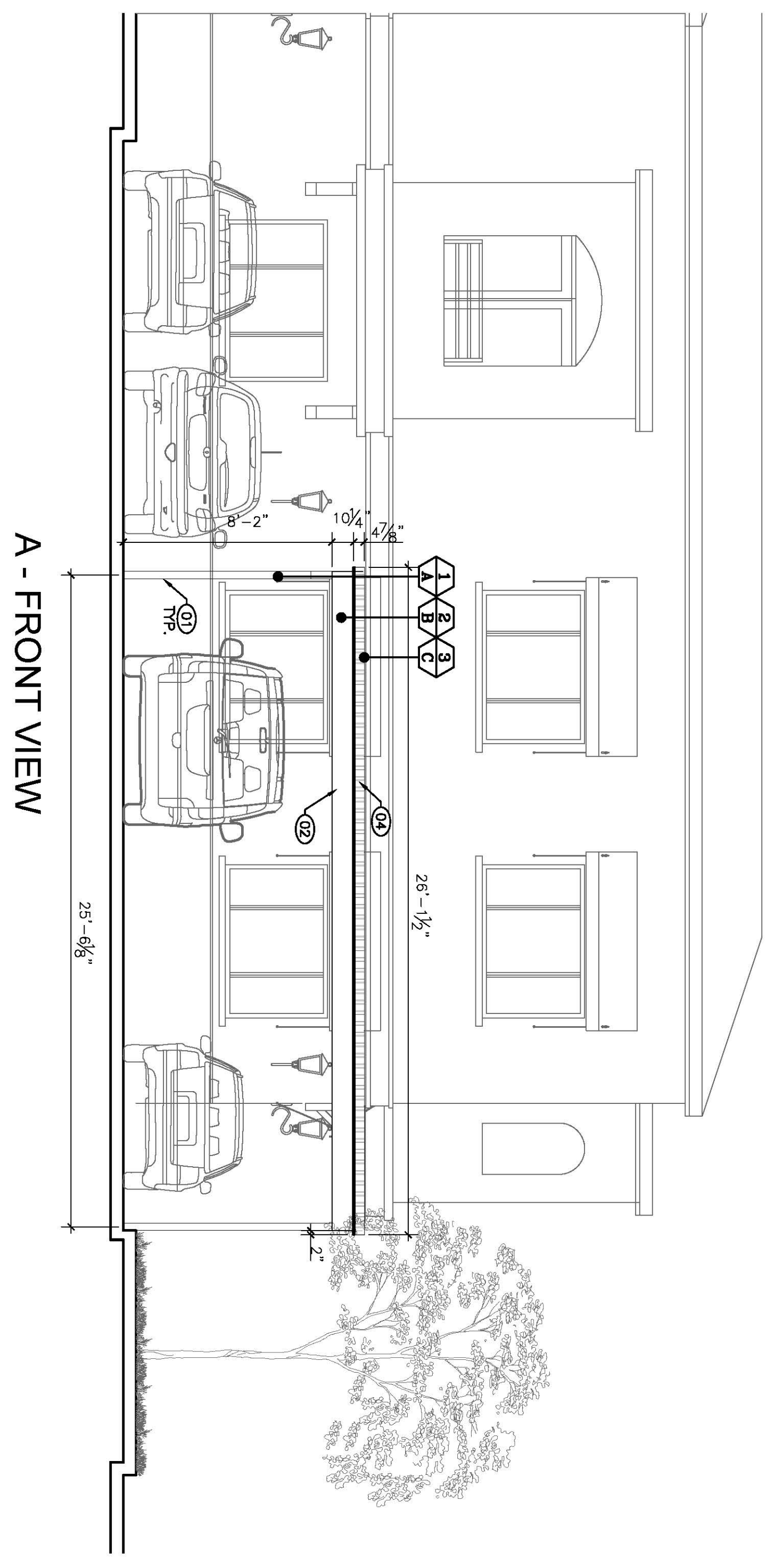
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2	DESIGN CHANGE	11/22/19			
3	DESIGN CHANGE	3/20/20			
4	DESIGN CHANGE	8/6/21			

SHEET DESCRIPTION:
 STREET SECTION

SHEET NUMBER:
AS.2



01 PARKING COVER - SOUTH AREA
 SCALE: 1/4" = 1'-0"



02 PARKING COVER - NORTH AREA
 SCALE: 1/4" = 1'-0"

REV #	#	EXTERIOR ELEVATION KEYNOTES
	01	COLUMNS HSS ASTM A-500 GRADE B A-500
	02	BEAMS 10" DEEP A-992 GRADE 50 STEEL
	03	PURLINS 16 GA COLD ROLLED C-90 GALVANIZED STEEL
	04	ROOFING 29 GA ROLL FORMED, EXPOSED FASTENERS

EXTERIOR FINISH SCHEDULE

MATERIALS
1 COLUMNS
2 BEAMS
3 ROOF

FINISH COLOR

1	PANT: SHERWIN-WILLIAMS SW7515 "HONESTY BROWN"
2	PANT: SHERWIN-WILLIAMS SW7546 "PRAIRIE GRASS"
3	PANT: SHERWIN-WILLIAMS SW7050 "USEFUL GRAY"

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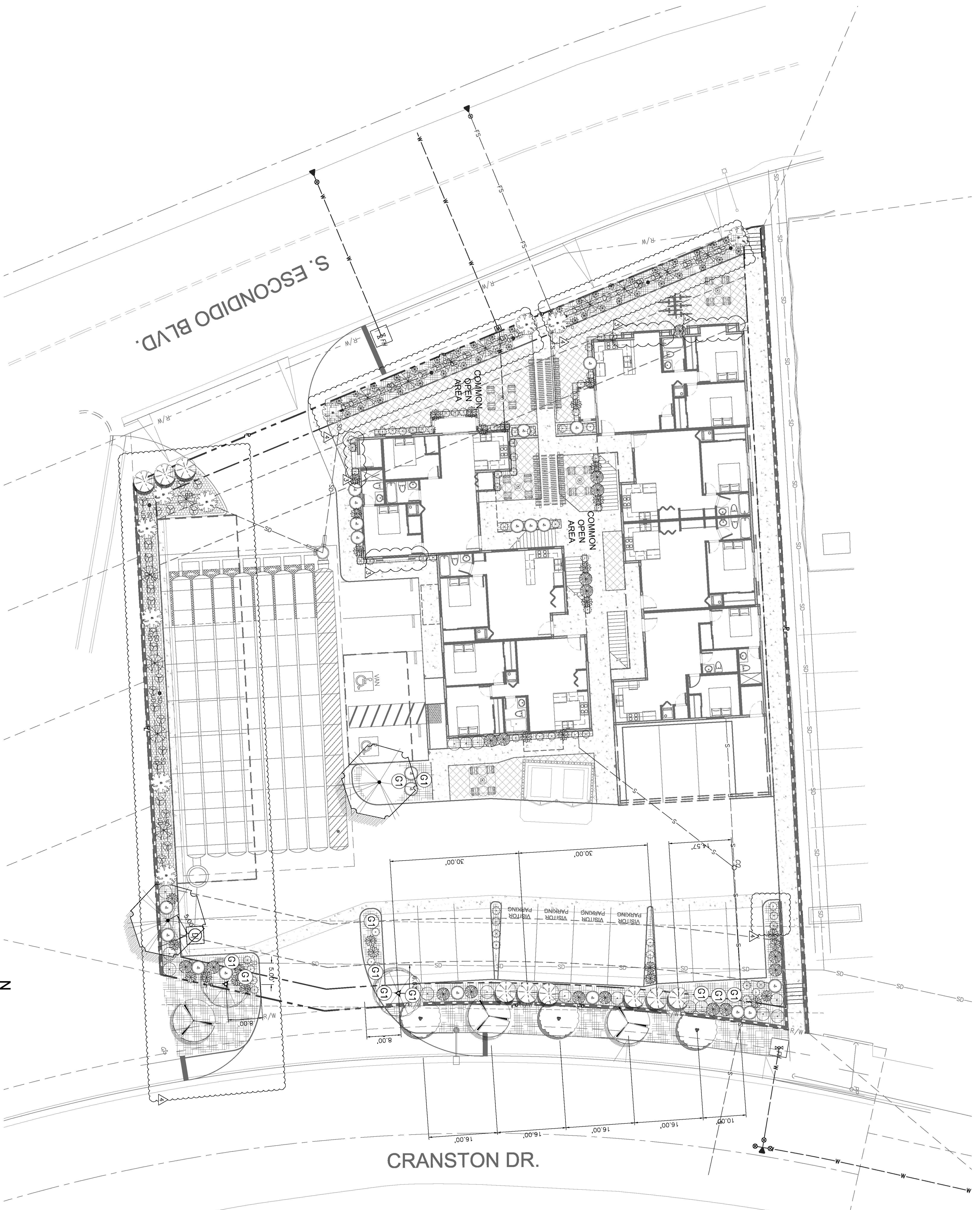
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 2690 S. ESCONDIDO BLVD.
 ESCONDIDO, CA 92025

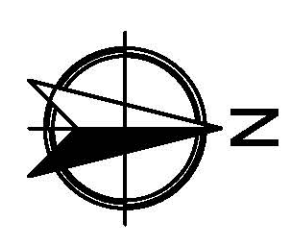
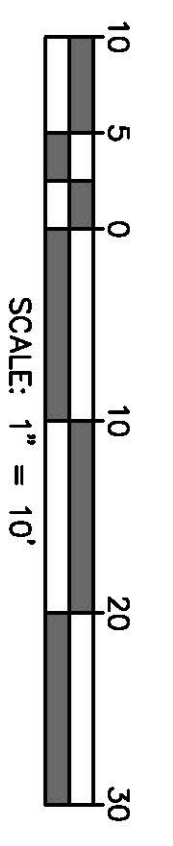
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REV	REVISION	DATE	REV	REVISION	DATE
1	DESIGN CHANGE	11/22/19			

SHEET DESCRIPTION:
CARPORIT PARKING ELEVATION
 SHEET NUMBER:
AS.3
 PROJECT NO: 18-3772
 DATE: 10/20/20



01 CONCEPTUAL LANDSCAPE PLAN



DISCLAIMER:
 THIS PLAN HAS BEEN PREPARED WITHOUT BENEFIT OF A COMPLETE SURVEY.
 IT IS CONCEPTUAL IN NATURE AND NO GUARANTEE OF ITS ACCURACY IS
 IMPLIED.

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REV	REVISION	DATE	REV	REVISION	DATE
1	DESIGN CHANGE	8/16/19			
2	DESIGN CHANGE	11/22/19			
3	DESIGN CHANGE	3/20/20			
4	DESIGN CHANGE	8/6/21			

SHEET DESCRIPTION:
**CONCEPTUAL
 LANDSCAPE PLAN**

SHEET NUMBER:
L1.0

ON-SITE LANDSCAPE TREES

PLANT SYMBOL	BOTANICAL NAME	SIZE	CANOPY QTY	PLANT FACTOR	W/COL
	PARKSONIA FLORIDA (DECIDUOUS)	15 GAL	15' O.C. 2	.1	L/L
	COTINUS COCOGRERA (DECIDUOUS)	15 GAL	25' O.C. 2	.3	L
	CUPRESSUS SEMPERVIRENS (EVERGREEN)	15 GAL	10' O.C. 9	.3	L

SHRUBS

PLANT SYMBOL	BOTANICAL NAME	SIZE	CANOPY QTY	PLANT FACTOR	W/COL
	BOUGAINVILLEA SPP.	5 GAL	3' O.C. 15	.3	L
	LAVANDULA SPP.	5 GAL	3' O.C. 21	.3	L
	DANIELA REVOLUTA, CVS. FLAX LIL'	5 GAL	2' O.C. 63	.3	L
	HESPERALOE PARVIFLORA RED/YELLOW YUCCA	5 GAL	3' O.C. 17	.3	L
	ARETIA PURPUREA PURPLE THREE AMN	5 GAL	3' O.C. 31	.3	L

GROUND COVERS

GROUND COVER SYMBOL	BOTANICAL NAME	SIZE PER YARD	CANOPY QTY	PLANT FACTOR	W/COL
	CEDRAR BARK MULCH	PER YARD			
	CARPANOTUS SPP.	1 GAL	18" O.C. 11	.1	L

LANDSCAPE AREA = 4,184 SF

BIO-RETENTION LANDSCAPE SHRUBS

PLANT SYMBOL	BOTANICAL NAME	SIZE	CANOPY QTY	PLANT FACTOR	W/COL
	VA HAVESANA	5 GAL	3' O.C. 10	.3	L
	JUNCUS PATENS GRAY RUSH	5 GAL	2' O.C. 13	.3	L
	LEPIS COMPERSTIS CANYON PINNAC WILD RYE	5 GAL	3' O.C. 37	.3	L
	STRYMONCHUM BELLUM BLUE-FIELD GRASS	5 GAL	1' O.C. 40	.3	L

GROUND COVERS

GROUND COVER SYMBOL	BOTANICAL NAME	SIZE PER YARD	CANOPY QTY	PLANT FACTOR	W/COL
	CEDRAR BARK MULCH	PER YARD			

BIO-RETENTION LANDSCAPE AREA = 656 SF

CITY-OF ESCONDIDO SIDEWALK LANDSCAPE TREES

PLANT SYMBOL	BOTANICAL NAME	SIZE	CANOPY QTY	PLANT FACTOR	W/COL
	LAIURIS NOBILIS SARGOLLA SAVATOGA BAY LAUREL (EVERGREEN)	15 GAL	25' O.C. 3	.5	M
	GRAMELIS PHAENOPHYM WASHINGTON HAWTHORN (DECIDUOUS)	15 GAL	25' O.C. 4	.5	M

GROUND COVERS

GROUND COVER SYMBOL	BOTANICAL NAME	SIZE PER YARD	CANOPY QTY	PLANT FACTOR	W/COL
	CEDRAR BARK MULCH	PER YARD			

LANDSCAPE AREA = 4898 SF



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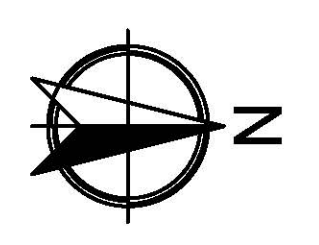
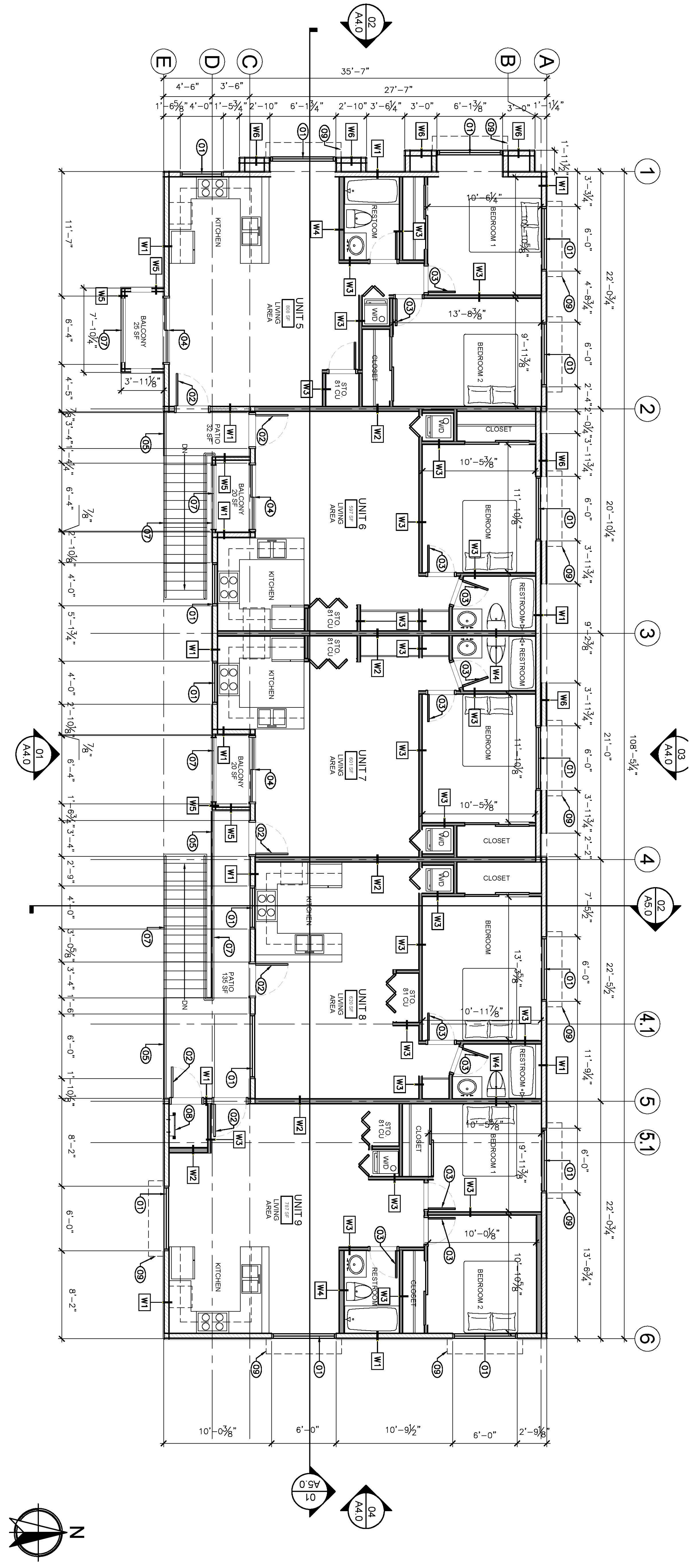
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DESIGN CHANGE	DESIGN CHANGE	11/22/19			
DESIGN CHANGE	DESIGN CHANGE	3/20/20			

SHEET DESCRIPTION:
FLOOR PLAN

SHEET NUMBER:
A1.0

PROJECT NO: 18-3772
 DATE: XX.XX.XX

02 FLOOR PLAN (2ND FLOOR)
 SCALE: 3/16" = 1'-0"

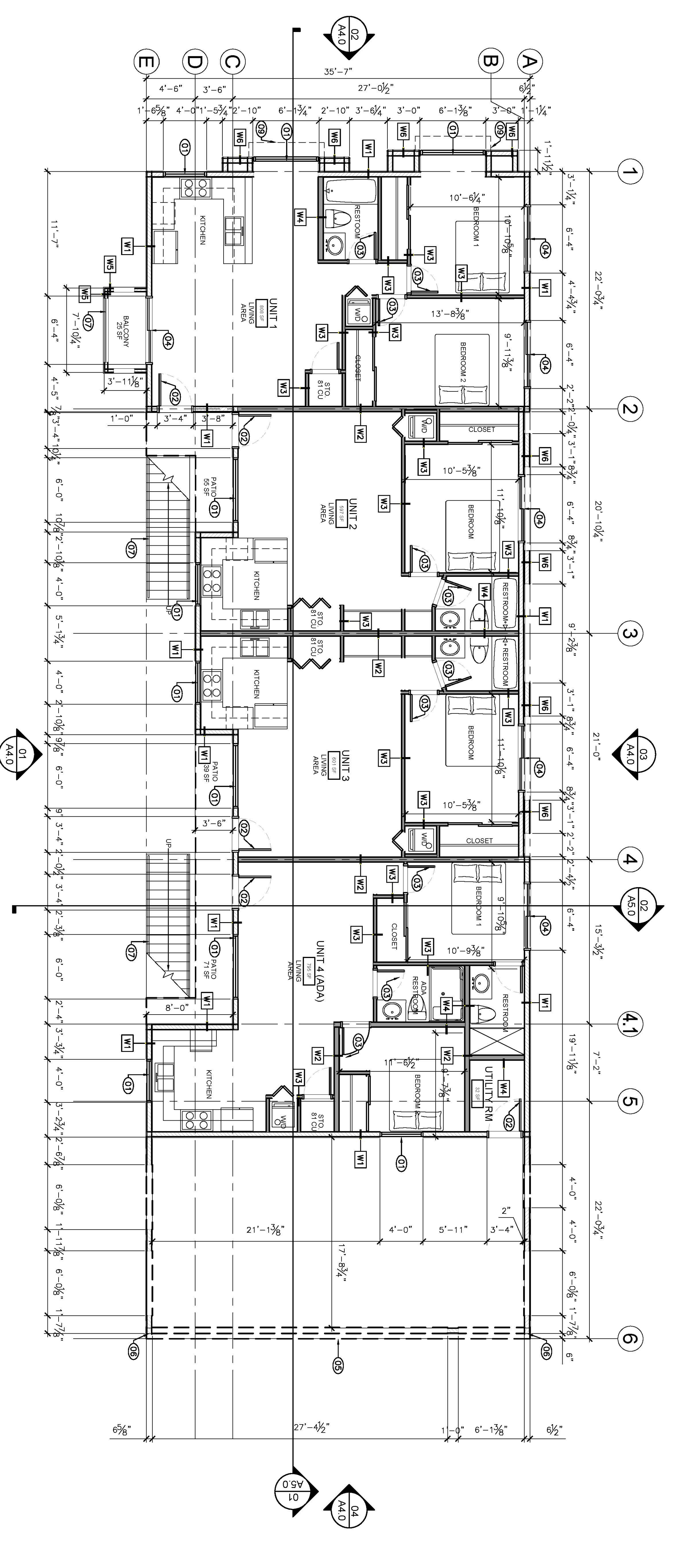


SYMBOL LEGEND

SYMBOL	DESCRIPTION
	EXTERIOR ELEVATION CALLOUTS
	SECTION REFERENCE SYMBOL

TAG	GRAPHIC	DESCRIPTION	DETAIL
WI		NEW EXTERIOR WALL, 2X6 WOOD STUD WALL, NEW INTERIOR R-19 BATT INSULATION, NEW EXTERIOR FINISH 1/2" PLASTER OVER 1/2" GYP. BOARD, NEW EXTERIOR FINISH 1/2" PLASTER OVER 1/2" GYP. BOARD, NEW EXTERIOR FINISH 1/2" PLASTER OVER 1/2" GYP. BOARD.	
WI		NEW EXTERIOR WALL, 2X6 WOOD STUD WALL, NEW INTERIOR R-19 BATT INSULATION, NEW EXTERIOR FINISH 1/2" PLASTER OVER 1/2" GYP. BOARD, NEW EXTERIOR FINISH 1/2" PLASTER OVER 1/2" GYP. BOARD.	
WI		NEW EXTERIOR WALL, 2X6 WOOD STUD WALL, NEW INTERIOR R-19 BATT INSULATION, NEW EXTERIOR FINISH 1/2" PLASTER OVER 1/2" GYP. BOARD, NEW EXTERIOR FINISH 1/2" PLASTER OVER 1/2" GYP. BOARD.	
WI		NEW EXTERIOR WALL, 2X6 WOOD STUD WALL, NEW INTERIOR R-19 BATT INSULATION, NEW EXTERIOR FINISH 1/2" PLASTER OVER 1/2" GYP. BOARD, NEW EXTERIOR FINISH 1/2" PLASTER OVER 1/2" GYP. BOARD.	
WI		NEW EXTERIOR WALL, 2X6 WOOD STUD WALL, NEW INTERIOR R-19 BATT INSULATION, NEW EXTERIOR FINISH 1/2" PLASTER OVER 1/2" GYP. BOARD, NEW EXTERIOR FINISH 1/2" PLASTER OVER 1/2" GYP. BOARD.	

01 FLOOR PLAN (1ST FLOOR)
 SCALE: 3/16" = 1'-0"



REV. #	FLOOR PLAN KEYNOTES
01	ALUMINUM WINDOW SYSTEM WITH CLEAR GLAZING UNITS, EXTERIOR ELEVATIONS 44.0
02	EXTERIOR DOOR
03	INTERIOR DOOR
04	COMPOSITE SLIDING GLASS DOOR
05	FLOOR OUTLINE
06	STEEL COLUMN
07	GUARD RAIL AND HANDRAIL
08	ROOF ACCESS LADDER
09	FABRIC MANNING

GENERAL NOTES

ALL BATHROOMS SHALL BE MECHANICALLY VENTILATED PER CBC SECTION 1203.5.2.1

WALL SCHEDULE

TAG	DESCRIPTION	DETAIL
WI	NEW EXTERIOR WALL, 2X6 WOOD STUD WALL, NEW INTERIOR R-19 BATT INSULATION, NEW EXTERIOR FINISH 1/2" PLASTER OVER 1/2" GYP. BOARD, NEW EXTERIOR FINISH 1/2" PLASTER OVER 1/2" GYP. BOARD.	
WI	NEW EXTERIOR WALL, 2X6 WOOD STUD WALL, NEW INTERIOR R-19 BATT INSULATION, NEW EXTERIOR FINISH 1/2" PLASTER OVER 1/2" GYP. BOARD, NEW EXTERIOR FINISH 1/2" PLASTER OVER 1/2" GYP. BOARD.	
WI	NEW EXTERIOR WALL, 2X6 WOOD STUD WALL, NEW INTERIOR R-19 BATT INSULATION, NEW EXTERIOR FINISH 1/2" PLASTER OVER 1/2" GYP. BOARD, NEW EXTERIOR FINISH 1/2" PLASTER OVER 1/2" GYP. BOARD.	
WI	NEW EXTERIOR WALL, 2X6 WOOD STUD WALL, NEW INTERIOR R-19 BATT INSULATION, NEW EXTERIOR FINISH 1/2" PLASTER OVER 1/2" GYP. BOARD, NEW EXTERIOR FINISH 1/2" PLASTER OVER 1/2" GYP. BOARD.	



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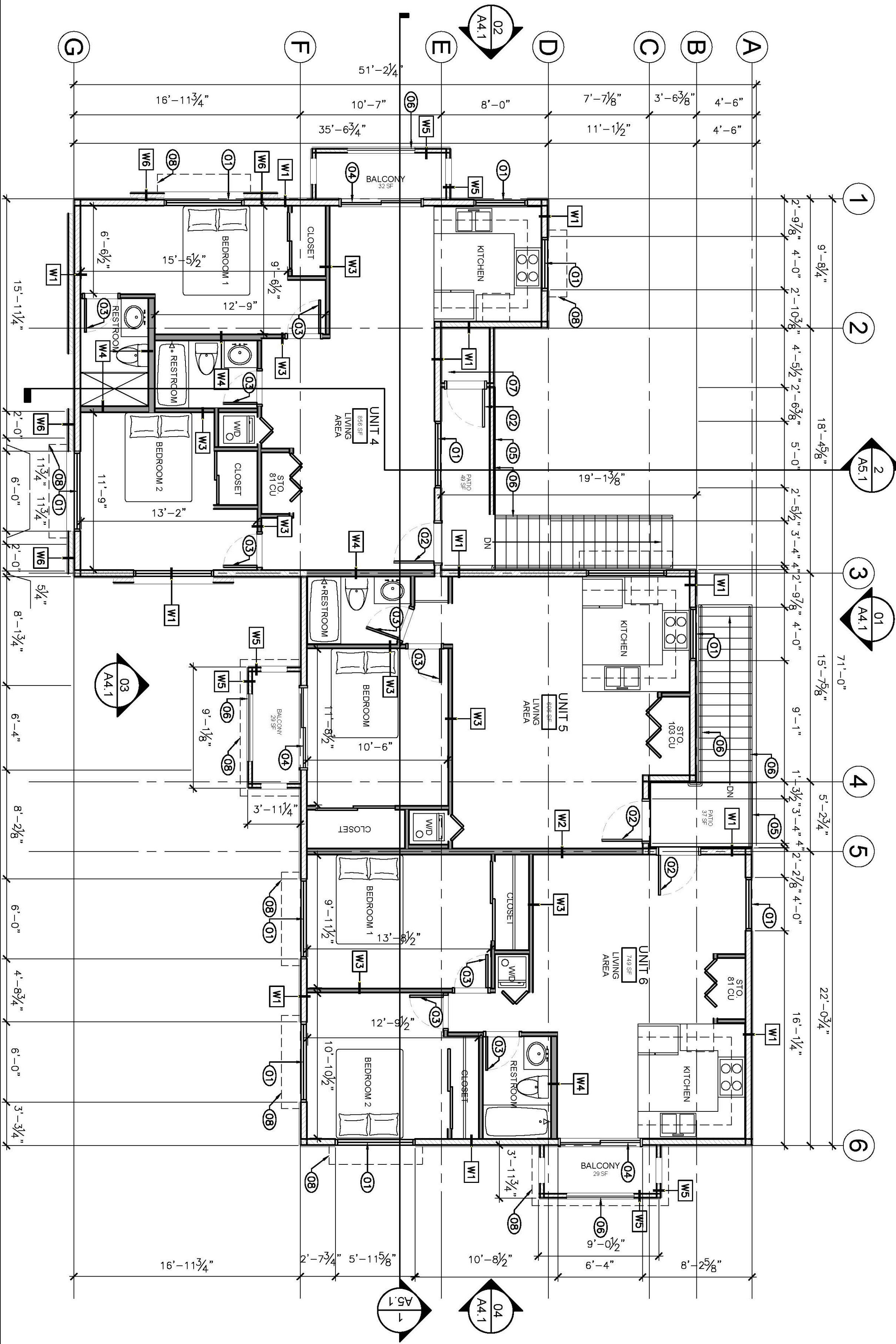
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 ESCONDIDO, CA 92025

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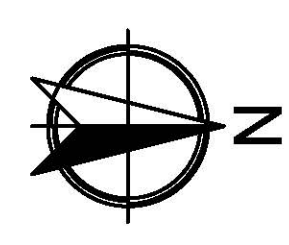
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1	DESIGN CHANGE	8/16/19			
2	DESIGN CHANGE	11/22/19			
3	DESIGN CHANGE	3/20/20			

SHEET DESCRIPTION:
FLOOR PLAN

SHEET NUMBER:
A1.1

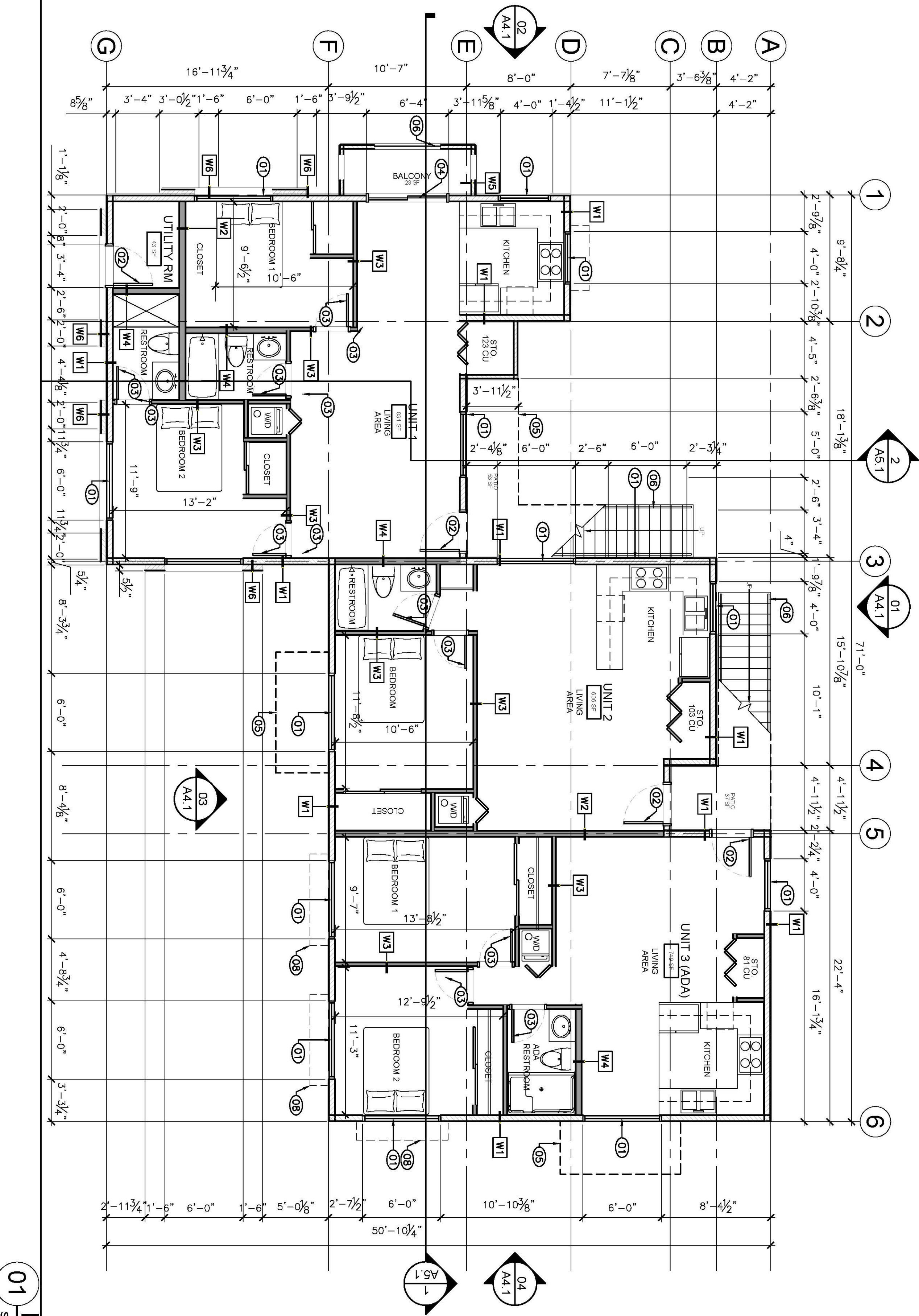


02 FLOOR PLAN (2ND FLOOR)
 SCALE: 3/16" = 1'-0"



SYMBOL LEGEND	
	EXTERIOR ELEVATION CALLOUTS
	SECTION REFERENCE SYMBOL

TAG	GRAPHIC	DESCRIPTION	DETAIL
W1		NEW EXTERIOR WALL, 2X6 WOOD STUD WALL, NEW INTERIOR R-19 BATT BOARD ON EACH EXPOSED SIDE AT WALL TYPE, EXTEND GYP. BD. PROVIDE R-13 BATT INSULATION.	
W2		INTERIOR WALL, 2X6 STUD @ 16" O.C., (1) LAYER 5/8" TYPE "X" GYP. BOARD ON EACH EXPOSED SIDE AT WALL TYPE, EXTEND GYP. BD. PROVIDE R-13 BATT INSULATION.	
W3		NEW INTERIOR WALL, 2X4 STUD @ 16" O.C., (1) LAYER 5/8" TYPE "X" GYP. BOARD ON EACH EXPOSED SIDE AT WALL TYPE, EXTEND GYP. BD. PROVIDE R-13 BATT INSULATION.	
W4		NEW EXTERIOR FLURRED WALL, 2X6 WOOD STUD, NEW INTERIOR R-19 BATT BOARD ON EACH EXPOSED SIDE AT WALL TYPE, EXTEND GYP. BD. PROVIDE R-13 BATT INSULATION. (1) LAYER WATER RESISTIVE TYPE "X" GYP. BOARD ON INTERIOR SIDE.	
W5		NEW EXTERIOR WALL, 2X4 WOOD STUD WALL, NEW INTERIOR R-19 BATT BOARD ON EACH EXPOSED SIDE AT WALL TYPE, EXTEND GYP. BD. PROVIDE R-13 BATT INSULATION. (1) LAYER WATER RESISTIVE TYPE "X" GYP. BOARD ON INTERIOR SIDE.	
W6		NEW EXTERIOR FLURRED WALL, 2X6 WOOD STUD, NEW INTERIOR R-19 BATT BOARD ON EACH EXPOSED SIDE AT WALL TYPE, EXTEND GYP. BD. PROVIDE R-13 BATT INSULATION. (1) LAYER WATER RESISTIVE TYPE "X" GYP. BOARD ON INTERIOR SIDE.	



01 FLOOR PLAN (1ST FLOOR)
 SCALE: 3/16" = 1'-0"

GENERAL NOTES
 ALL BATHROOMS SHALL BE MECHANICALLY VENTILATED PER CBC SECTION 1203.5.2.1

REV. #	FLOOR PLAN KEYNOTES
01	ALUMINUM WINDOW SYSTEM WITH CLEAR GLAZING UNITS, EXTERIOR ELEVATIONS 44.0
02	EXTERIOR DOOR
03	INTERIOR DOOR
04	COMPOSITE SLIDING GLASS DOOR
05	FLOOR OUTLINE
06	GUARDRAIL AND HANDRAIL
07	ROOF ACCESS LADDER
08	FABRIC AWNING



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PROJECT:

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REVISIONS:

REV	REVISION	DATE	REV	REVISION	DATE
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2	DESIGN CHANGE	11/22/19			
3	DESIGN CHANGE	3/20/20			

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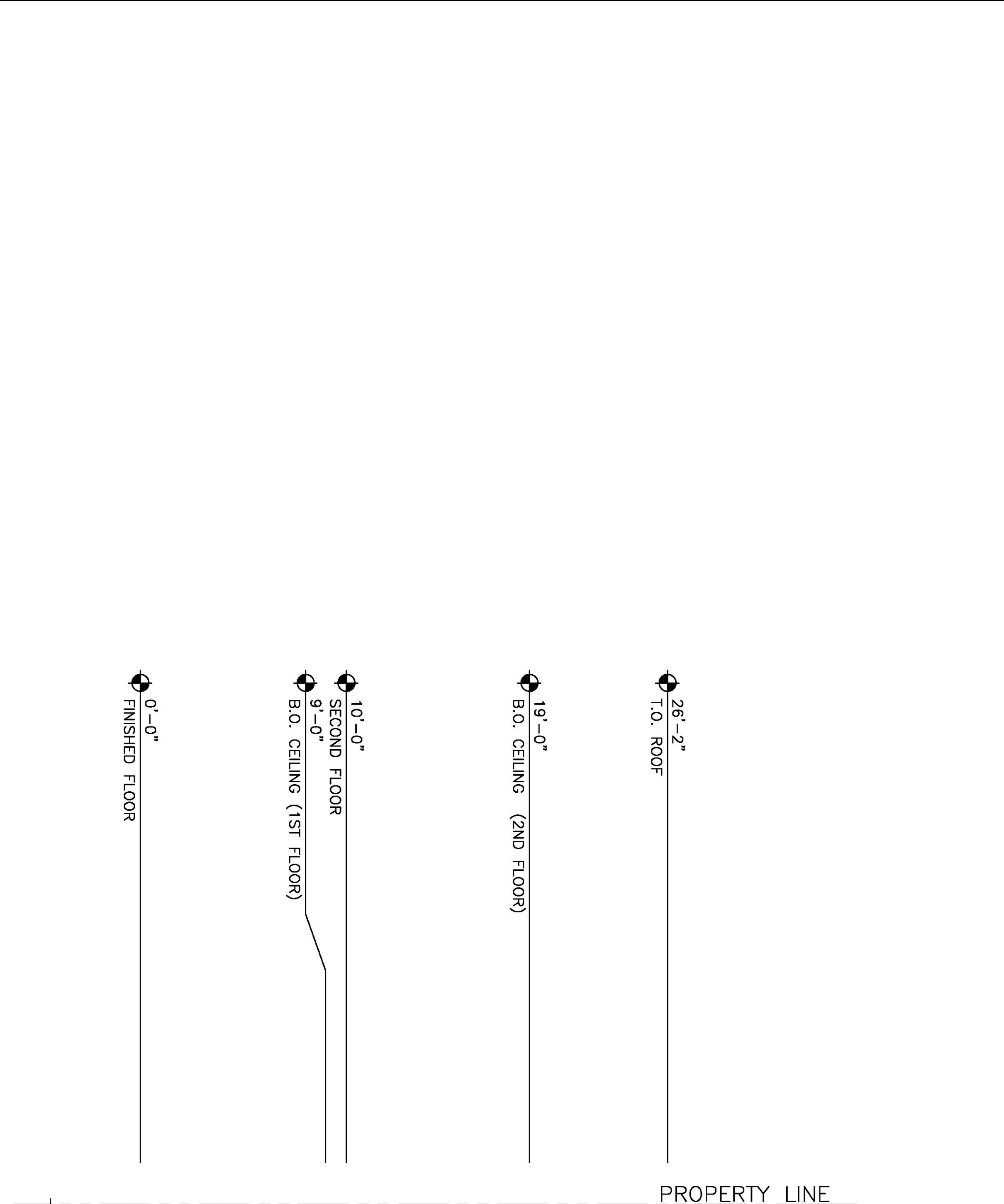
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SCALE: 3/16" = 1'-0"

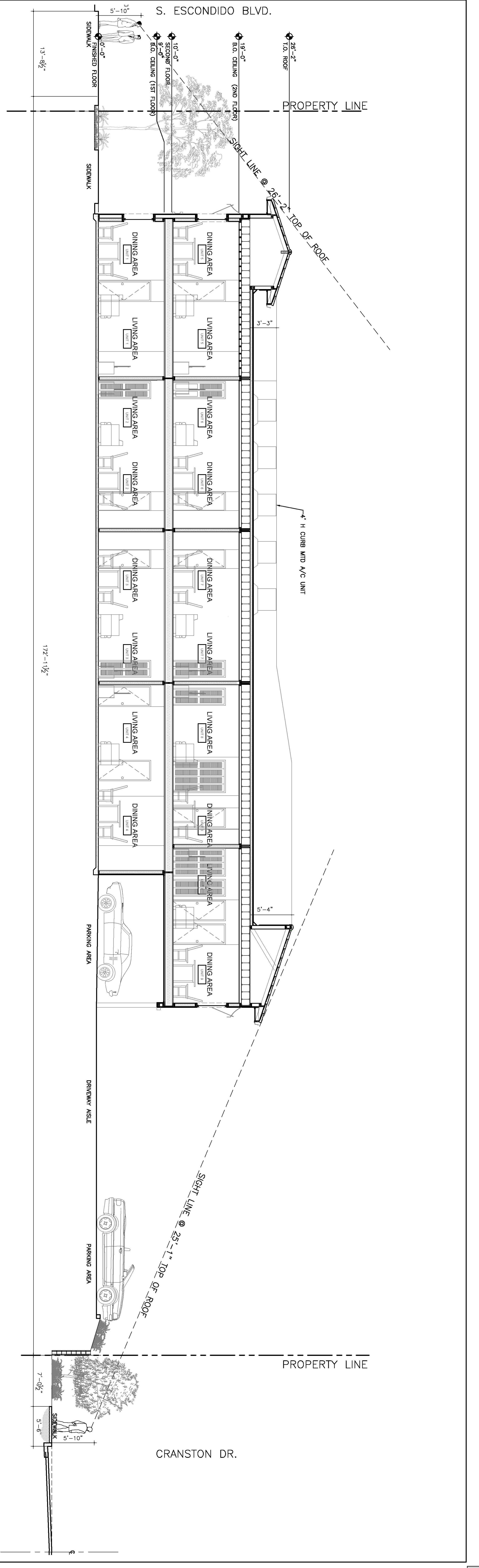
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PROJECT NO: 18-3772

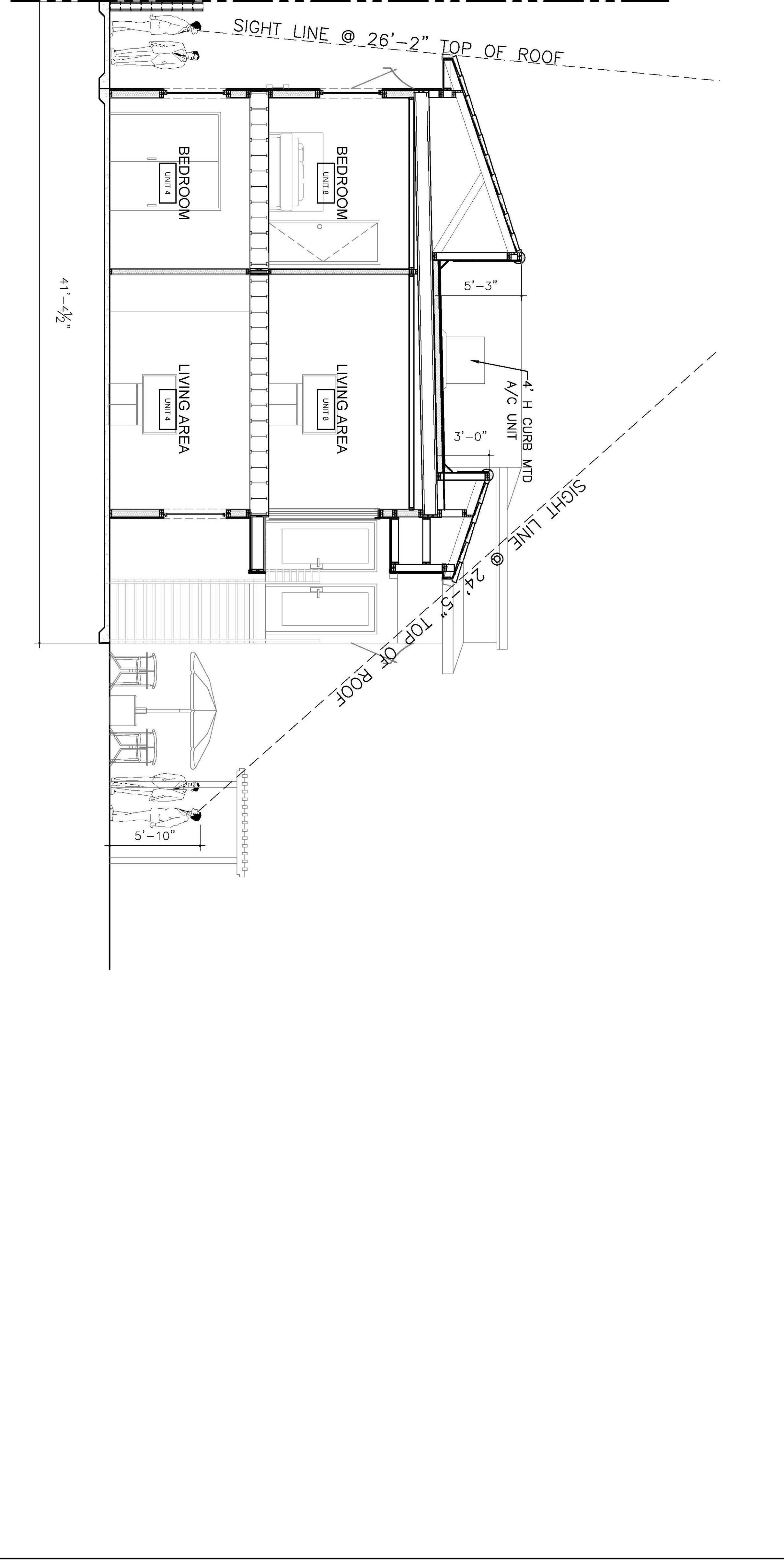
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01 BUILDING SECTION
 SCALE: 3/16" = 1'-0"



02 BUILDING SECTION
 SCALE: 3/16" = 1'-0"

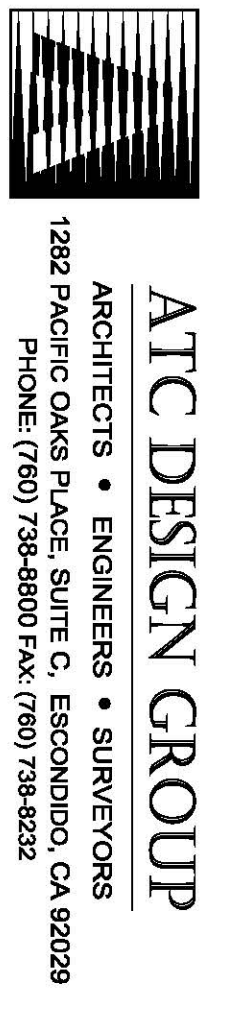


02 BUILDING SECTION
 SCALE: 3/16" = 1'-0"

BUILDING SECTION
 BUILDING SECTION "1"

SHEET NUMBER:
 A5.0

PROJECT NO: 18-3772
 DATE: 12.18.20



ATC DESIGN GROUP
 ARCHITECTS • ENGINEERS • SURVEYORS
 1282 Pacific Palms Place, Escondido, CA 92025
 PHONE: (760) 758-8000 FAX: (760) 758-8025

CLIENT:

PROJECT:

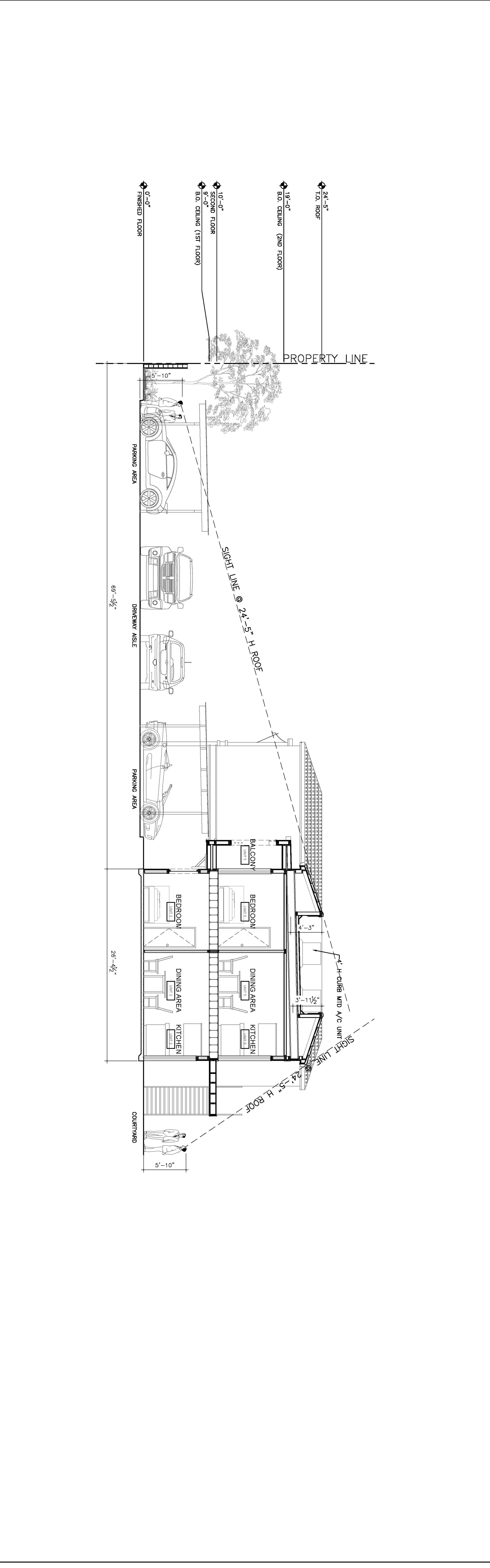
MULTI-FAMILY RESIDENTIAL DEVELOPMENT
 2690 S. ESCONDIDO BLVD.
 ESCONDIDO, CA 92025

PRELIMINARY NOT FOR CONSTRUCTION

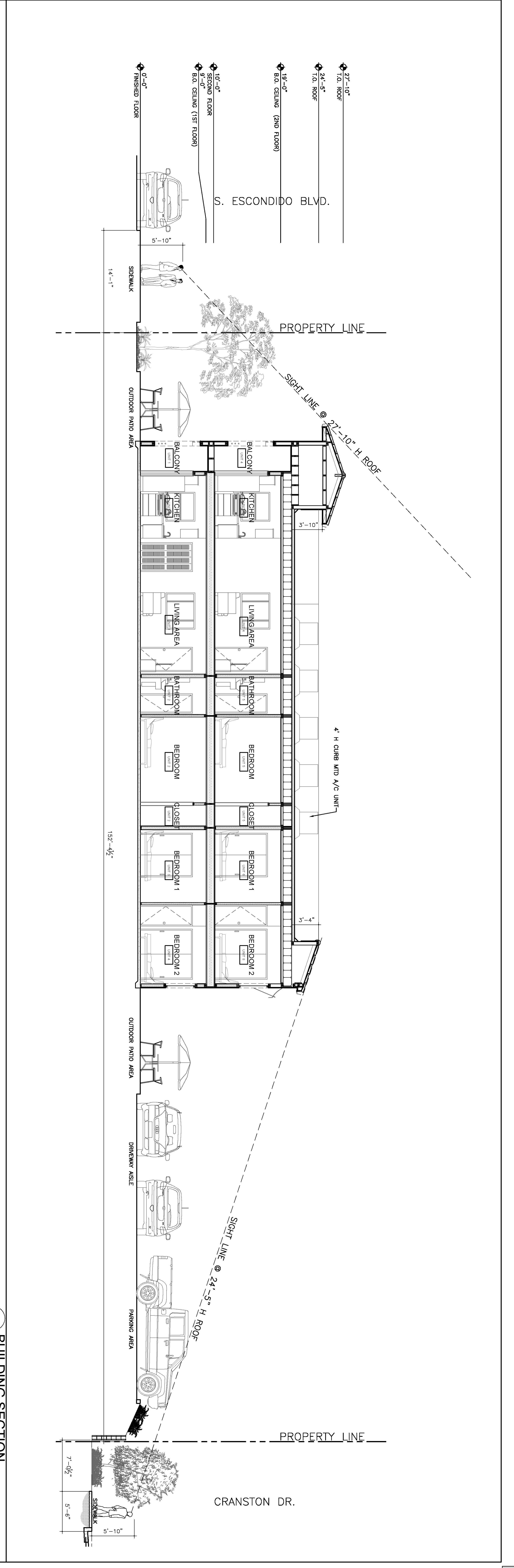
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2	DESIGN CHANGE	11/22/19			
3	DESIGN CHANGE	3/20/20			

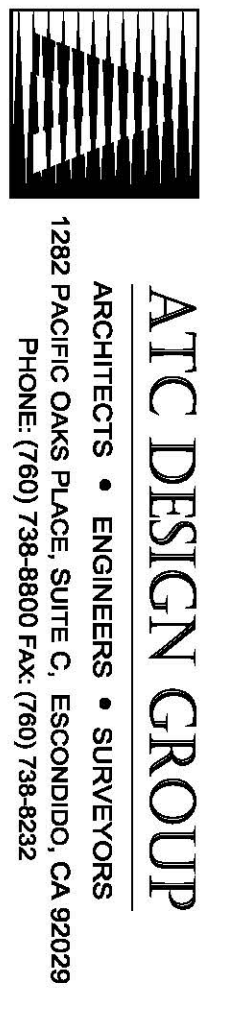
SHEET NUMBER: **A5.1**

02 BUILDING SECTION



01 BUILDING SECTION





ATC DESIGN GROUP
 ARCHITECTS • ENGINEERS • SURVEYORS
 1282 PLYMOUTH
 PHOENIX (760) 758-8800 FAX (760) 758-8825

CLIENT:

PROJECT:

MULTI-FAMILY RESIDENTIAL
 DEVELOPMENT
 2690 S. ESCONDIDO BLVD.
 ESCONDIDO, CA 92025

01 SCALE: 3/16" = 1'-0"

PRELIMINARY
 NOT FOR
 CONSTRUCTION

REVISIONS:

REV	REVISION	DATE	REV	REVISION	DATE
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2	DESIGN CHANGE	11/22/19			
3	DESIGN CHANGE	3/20/20			

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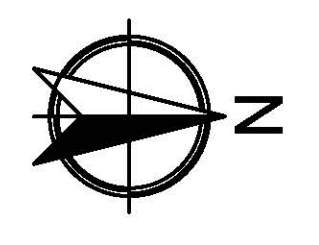
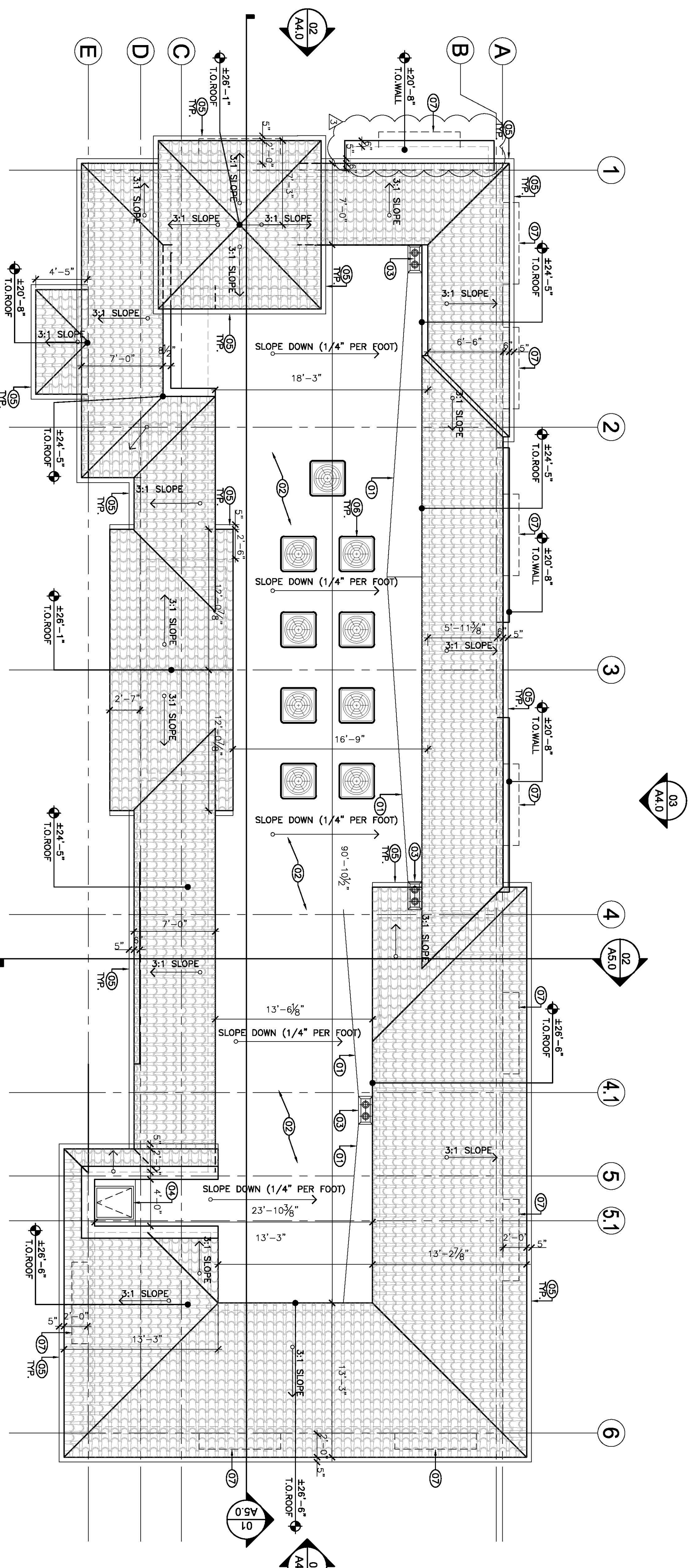
ROOF PLAN
 BUILDING "1"

SHEET NUMBER:

A3.0

PROJECT NO: 18-3772

DATE: XXXXX

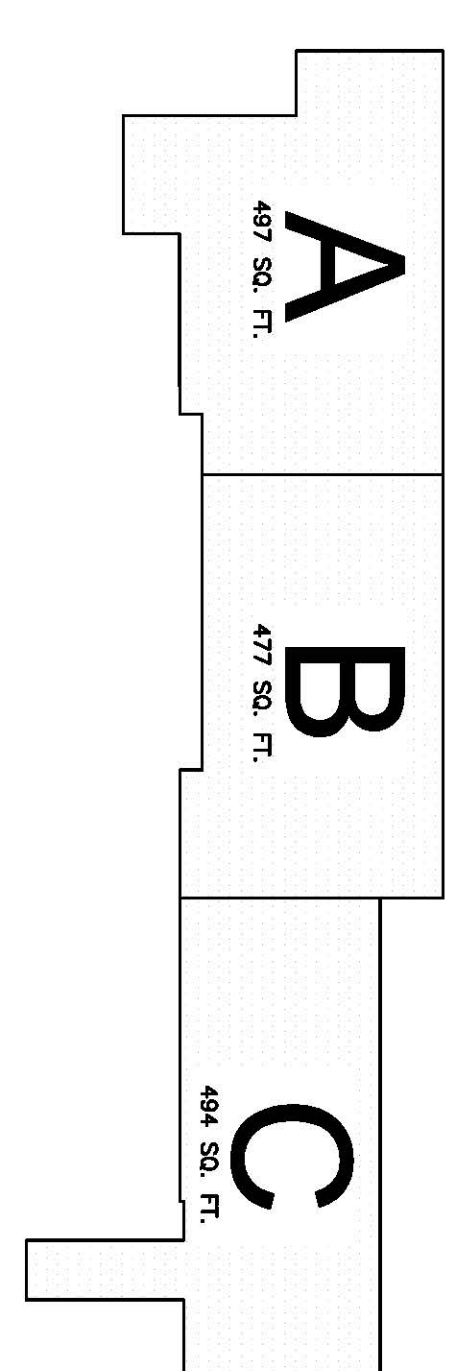


SCALE: 3/16" = 1'-0"

ROOF DRAIN CALCULATION

ROOF AREA	ROOF AREA	ROOF AREA	ROOF AREA
AREA A	497 SF.	(3)-4" DRAIN	
AREA B	477 SF.	(3)-4" DRAIN	
AREA C	494 SF.	(3)-4" DRAIN	

PER CPC 2016 TABLE 1101.7 2" DRAIN FOR 4 INCH PER HOUR RAIN FALL
 DESIGN IS OK UP TO 1,160 S.F.



REV #	#	DESCRIPTION
	01	PARALLEL ROOF INSULATION FORMED CRACKED UNDER ROOFING MEMBRANE. SLOPE TO ROOF DRAIN.
	02	ROOF ASSUMED: 1% LOW SLOPE ROOF MEMBRANE 0/1" PROTECTION BD 0/1" PROTECTION BD 0/1" METAL DECK
	03	LOCATION OF ROOF & OVERFLOW DRAINS & LINES
	04	ROOF HATCH
	05	RAIN GUTTER
	06	MECHANICAL UNITS
	07	FABRIC AWNING

#	SYMBOL	DESCRIPTION
07	(Symbol)	SHEET KEY NOTE
08	(Symbol)	EXTERIOR ELEVATION CALLOUT
09	(Symbol)	SECTION REFERENCE SYMBOL

ROOFING NOTE

GENERAL NOTES



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 ESCONDIDO, CA 92025

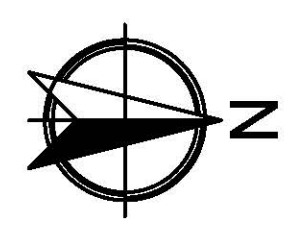
PRELIMINARY NOT FOR CONSTRUCTION

REV	REVISION	DATE	REV	REVISION	DATE
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2	DESIGN CHANGE	11/22/19			
3	DESIGN CHANGE	3/20/20			

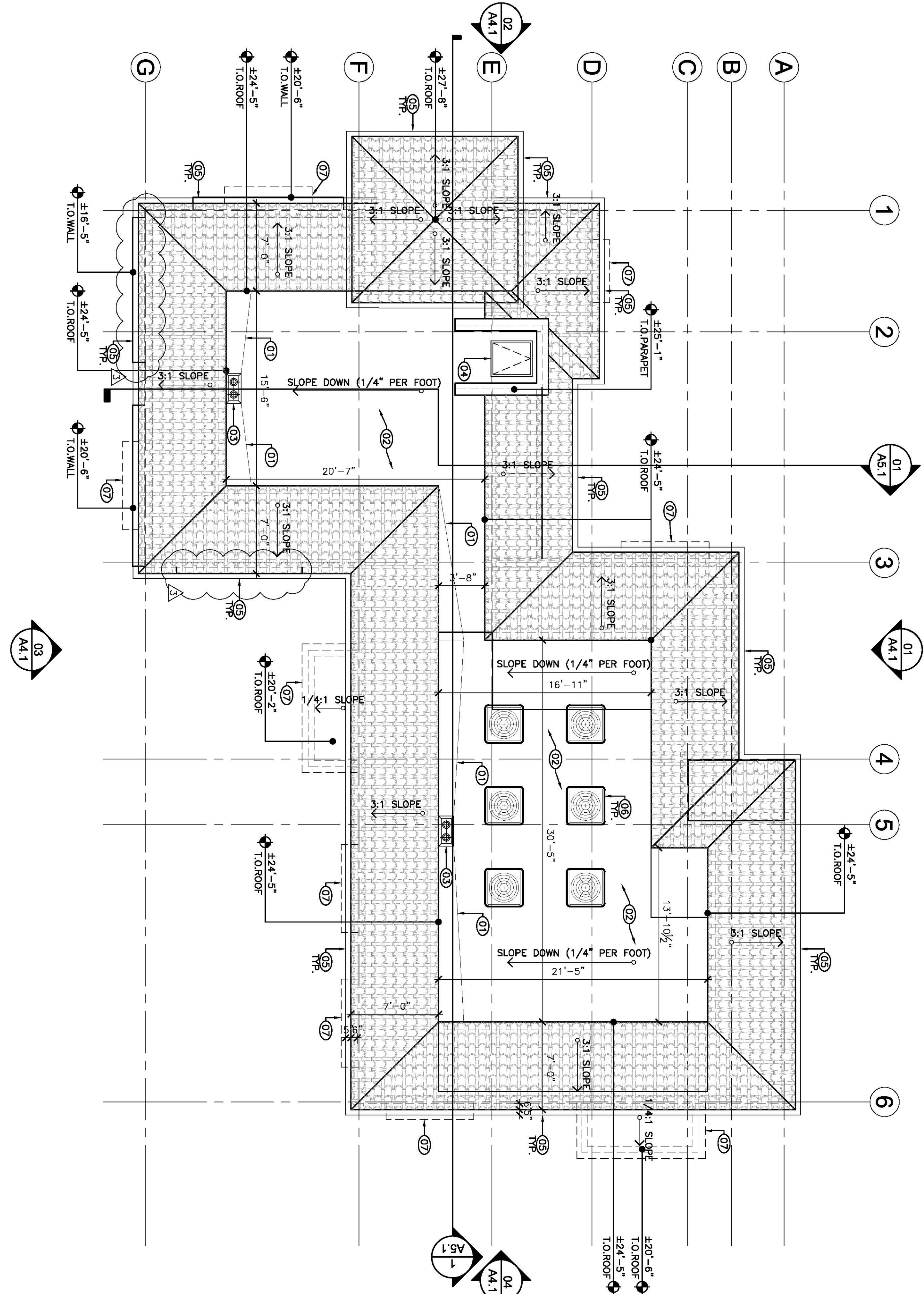
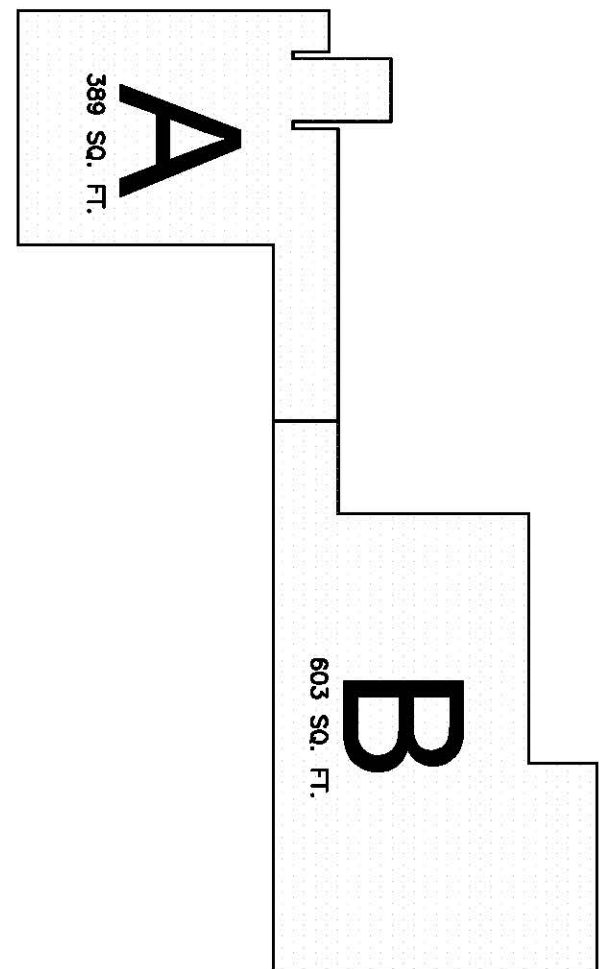
SHEET DESCRIPTION:
ROOF PLAN BUILDING "2"

SHEET NUMBER:
A3.1

01 ROOF PLAN
 SCALE: 3/8" = 1'-0"



ROOF DRAIN CALCULATION
 ROOF AREA A 389 S.F. (3)-1" DRAIN
 ROOF AREA B 603 S.F. (3)-1" DRAIN
 PER CPC 2016, TABLE 1101.7.2 "DRAIN FOR 4 INCH PER HOUR RAIN FALL DESIGN IS OK UP TO 1,160 S.F."



GENERAL NOTES

ROOFING NOTE

SYMBOLS LEGEND

REV #	#	DESCRIPTION
	(01)	TAPERED ROOF INSULATION FORMED CRICKET UNDER ROOFING MEMBRANE. SLOPE TO ROOF DRAIN.
	(02)	ROOF ASSEMBLY: 1"9 LOW SLOPE ROOF MEMBRANE 0/2" PROTECTION BD OF R-30 ROOF INSULATION 0/2" PROTECTION BD 0/2" MENL DECK
	(03)	LOCATION OF ROOF & OVERFLOW DRAINS & LINES
	(04)	ROOF HATCH
	(05)	RAIN GUTTER
	(06)	MECHANICAL UNITS
	(07)	FABRIC MANNING

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, as the public agency with the principal responsibility for approving the Project.
2. The Project qualifies for an exemption from further environmental review pursuant to CEQA Guidelines section 15332 (In-Fill Development Projects) because the Project is consistent with applicable provisions of the Escondido General Plan and South Centre City Specific Plan; is on a site within city limits that is of no more than five acres and is substantially surrounded by urban uses; is on a site that has no habitat value for special status species; can be adequately served by all required utilities and public services; and would not result in any significant effects relating to traffic, noise, air quality, or water quality. The Project also does not trigger any exceptions to the categorical exemption as listed in CEQA Guidelines section 15300.2. Technical studies were requested by the Planning Division to substantiate the categorical exemption as applied to the Project.
3. The City Council has independently considered the full administrative record before it, which includes but is not limited to the January 25, 2022, Planning Commission staff report; the March 2, 2022, City Council staff report; testimony by staff and the public; and other materials and evidence submitted or provided to it. The administrative record demonstrates that each of the above requirements have been satisfied. No substantial evidence has been submitted that would support a finding that any of the above-described exemption requirements has not been satisfied. The Project will not have a significant effect on the environment, and all of the requirements of CEQA have been met.

No Net Loss:

1. The purpose of Government Code section 65863 ("No Net Loss Law"), is to ensure development opportunities remain available throughout the planning period to accommodate a jurisdiction's regional housing need allocation ("RHNA"), especially for lower- and moderate- income households. Jurisdictions also 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.
2. The Project complies with the Housing Element portion of the General Plan and California State No Net Loss Zoning Law, in that:
 - a. The City's Fifth RHNA Cycle consists of 4,175 total units, including 733 moderate-income units and 1,873 lower-income units. The Housing Element Residential Site Inventory identified a total capacity for 4,561 units to accommodate extremely/very low, low, moderate, and above moderate-income affordability levels.

- b. Since 2012, the City has produced 1,866 total housing units during the course of the Fifth RHNA Cycle. As of January 1, 2021, the total remaining RHNA obligation is 2,309 total units, including 655 moderate-income units and 1,634 lower-income units.
- c. Government Code section 65583(a)(3) requires local governments to prepare an inventory of land suitable for residential development, including vacant sites and sites having the potential for redevelopment, and an analysis of the relationship of zoning and public facilities and services to these sites. The City performed this analysis in March, 2021, and identified suitable sites that can be developed for housing. Overall, vacant and underutilized properties in the South Centre City Specific Plan area are projected to accommodate 1,038 new moderate-income and lower-income units. The Project would result in no net loss because it will be developed at the maximum density permitted for the property as identified in the South Centre City Specific Plan, and total housing yield capacity exceeds the remaining RHNA obligations in the lower-income category.
- d. The inventory of suitable land within the Downtown Specific Plan and South Centre City Specific Plan may be used to identify sites that can be developed for housing within the Fifth RHNA Cycle planning period. With the entitlement of the Project, there are available sites in the Housing Element Residential Site Inventory adequate to meet the City's RHNA for very low and low-income categories.

Plot Plan Findings

1. The Project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, South Centre City Specific Plan provisions, Specific Planning Area provisions, and Improvement Standards adopted by the City.
2. The Project site is zoned SP and is within the Southern Entry District of the South Centre City Specific Plan. One goal of the Southern Entry District is to encourage the orderly development and to ensure the presence of new development is part of the neighborhood balance. The proposed architecture, site design, and landscaping, are suitable for the purposes of the Project, and the site and will enhance the character of the surrounding area. The architecture, including the scale and quality of the design, relationship of the site to other buildings, building materials, colors, screening of exterior appurtenances, exterior lighting and signage, and similar elements, establishes a clear design concept and is compatible with nearby properties. In addition, the Project's design utilizes a variation of structural and non-structural elements to reduce the facility's overall scale and ensure that the development respects the architectural character established in adjacent residential and commercial development, and adds value with significant reinvestment on the subject property. Overall, the Project enhances the site's character and complements surrounding development.
3. As proposed, the Project utilizes a functional layout that adequately achieves the City's required parking, pedestrian access, landscaping, and lighting development provisions. The proposed site is adequate in size and shape to accommodate the yards, walls, fences, parking, landscaping, and other development features, prescribed by Code or as is otherwise required in order to integrate said use with the uses in the surrounding area.

4. The proposed site is adequately served by highways or streets of sufficient width and improved as necessary to carry the kind and quantity of traffic such use would generate; or by other forms of transit adequate to carry the kind and quantity of individuals such use would generate.

5. The proposed use at the location requested will not adversely affect the peace, health, safety, morals or welfare of persons residing or working in the surrounding area; and will not have a substantial adverse effect on abutting property or the allowed use of the abutting property because it will not generate excessive noise, traffic, vibration, or other disturbance. Furthermore, the Project is subject to conditions of approval that will ensure consistency with all standard requirements.

CONDITIONS OF APPROVAL

This Project is conditionally approved by the City Council as set forth on the application received by the City of Escondido on **November 28, 2018**, 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 **March 2, 2022**, and shall not be altered without express authorization by the Community Development Department.

For the purpose of these conditions, the term "Applicant" shall also include the Project proponent, owner, permittee, and the Applicant's successors in interest, as may be applicable.

A. General:

1. **Acceptance of Permit.** If the Applicant fails to challenge this action in court 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, unless a different date is specified in any Development Agreement approved for the Project.

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 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 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 are 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. **Funding Mechanism for Public Services.** The Applicant shall establish a lawful, proportional funding mechanism to offset the impacts to additional ongoing public services required for the

Project. To fund such public services, the Applicant may voluntarily initiate and consummate proceedings to participate in a community facilities, assessment, or service district organized and adopted by the City in accordance with local, state, or federal law, or alternatively, the Applicant may establish another lawful funding mechanism reasonably acceptable to the City.

12. 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.

13. Clerk Recording.

- a. **Exemption.** If the environmental determination prepared for the Project is a categorical exemption, the City of Escondido hereby notifies the Applicant that the County Clerk's Office requires a documentary handling fee of \$50 in order to file a Notice of Exemption. In order to file the Notice of Exemption with the County Clerk, in conformance with California Environmental Quality Act (CEQA) Guidelines section 15062, the Applicant should remit to the City of Escondido Planning Division, within two working days of the final approval of the Project (the final approval being the date of this letter) a certified check payable to the "County Clerk" in the amount of \$50. The filing of a Notice of Exemption and the posting with the County Clerk starts a 35-day statute of limitations period on legal challenges to the agency's decision that the Project is exempt from CEQA. Failure to submit the required fee within the specified time noted above will result in the Notice of Exemption not being filed with the County Clerk, and a 180-day statute of limitations period will apply.
- 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.

14. Legal Description Adequacy. The legal description attached to the application has been provided by the Applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.

15. Application Accuracy. The information contained in the application and all attached materials are assumed to be correct, true, and complete. The City of Escondido is relying on the accuracy of this information and Project-related representations in order to process this application. Any permits issued by the City may be rescinded if it is determined that the information and materials submitted are not true and correct. The Applicant may be liable for any costs associated with rescission of such permits.

16. 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.

17. 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.

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. 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 Community Development 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.

C. Parking and Loading/Unloading:

1. A minimum of 29 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. In accordance with the California Green Building Standard Code, at least eight (8%) percent of the total number of required spaces shall be designated for clean air vehicles (CAV), and shall be shown on the revised site plan to the satisfaction of the Planning and Building divisions.
4. 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 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 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 Division Conditions:

1. The Project has been processed in conformance with all applicable regulations contained in the Escondido Zoning Code.
2. No utilities shall be released for any purpose or Certificate of Occupancy issued until all requirements of the Planning, Engineering, and Building Divisions have been completed.
3. Building plans, prepared by a licensed design professional, must be submitted for the Project and must comply with the building and fire codes in effect at the time of building plan submittal.
4. The plans submitted for building permit shall include notes or details containing the necessary work involved in complying with these Project conditions.
5. The retaining wall along Cranston Street shall extend an additional five feet in height to prevent car headlight beams from shining into to neighboring residences and shall be shown on the revised plans to the satisfaction of the Planning Division. The materials and color of the wall shall be compatible with the building and shall be identified on the grading and landscape plan(s) to the satisfaction of the Planning Division. An Encroachment Permit shall be obtained from the Engineering Division for all work within the public right-of-way.
6. The perimeter walls along the north and south boundaries shall be shall be of decorative material and shown on the revised plans to the satisfaction of the Planning Division.
7. A minimum of eighty (80) cubic feet of private storage area space for each unit shall be provided, with no minimum dimension less than two (2) feet. Said storage shall be required in addition to typical cabinets and closets and not include attic space and shown on the revised plans to the satisfaction of the Planning Division.
8. Laundry facilities shall be provided to serve all residential dwelling units on site. Such laundry facilities, constituting washer and dryer appliances connected to utilities, shall be provided in the individual dwelling units.
9. Landscaping:
 - a. Any landscaping that is damaged or destroyed as a result of the Project shall be repaired and/or replaced, to the satisfaction of the Planning Division.

- b. Any trees removed as part of this project shall be replaced elsewhere on the Project site, and shall be shown on the revised site plan.
- c. Appropriate screening landscaping shall be required around any transformers and shall be shown on the site plan and to the satisfaction of the Planning Division.
- d. Vines shall be grown onto all freestanding and retaining walls and fences to soften their appearances, including trash and mechanical equipment enclosures, and shall be shown on the landscape plan to the satisfaction of the landscape plan.
- e. Additional plantings consisting of trees, plants and vines shall be provide along Cranston Drive.
- f. A minimum of five (5) street trees will be required along S. Escondido Blvd and a minimum of five (5) street trees will be required along Cranston Drive. The minimum tree size shall be 15-gallon in size; six-feet tall planted, and have a trunk caliper of at least two inches. The precise location and type of tree shall be consistent with the City standards and the current street tree list. Existing trees may be counted as street trees if their variety, location, and size meet minimum requirements and they are identified on the landscape plan.
- g. Since a minimum five-foot (5) wide landscape area cannot be provided on-site along the eastern property line adjacent to Cranston Drive due to the existing 20' wide storm drain easement, irrigation and landscaping including five (5) street trees, shrubs and groundcover shall be provided within the public right-of way adjacent to Cranston Drive. Details of the landscaping and irrigation shall be shown on the final landscape plan(s) to the satisfaction of the Planning Division.

F. General Building Division Conditions: Building plans must be submitted for the Project. These comments are preliminary only. A comprehensive plan check will be completed prior to permit issuance and additional technical code requirements may be identified and changes to the originally submitted plans may be required.

1. The Applicant shall submit a complete set of construction plans to the Development Services Department for building permit plan check processing. The submittal shall include a Soils/Geotechnical Report, structural calculations, and State Energy compliance documentation (Title 24). Construction plans shall include a site plan, a foundation plan, floor and roof framing plans, floor plan(s), section details, exterior elevations, and materials specifications. Submitted plans must show compliance with the latest adopted editions of the California Building Code (The International Building Code with California Amendments, the California Mechanical, Electrical and Plumbing Codes). Commercial and Multi-residential construction must also contain details and notes to show compliance with State disabled accessibility mandates. These comments are preliminary only. A comprehensive plan check will be completed prior to permit issuance, additional technical code requirements may be identified, and changes to the originally submitted plans may be required.

G. General Fire Division Conditions:

1. Fire underground line, fire sprinkler, and fire alarm plans shall be a deferred submittal to the Escondido Fire Department.
2. An approved paved access and adequate water supply shall be provided prior to any combustible being brought to the site.
3. FDC and hydrant placement shall be approved by the Escondido Fire Department.

H. Engineering Division Conditions:

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, required for all public street, utility, and storm drain improvements, and Grading/Private Improvement plans prepared by Civil Engineer, required for all grading, drainage and private onsite improvement design, 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. 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 Grading Plan, Improvement Plan, or 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 Department 3 copies of the Precise Development 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 Precise Development Plan will be certified by the Planning Department verifying that they are an accurate reproduction of the approved Precise Development 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. All driveways shall be alley-type in accordance with Escondido Standard Drawing No. G-5-E, with a minimum throat width of twenty-four (24) feet.
2. All unused driveways shall be removed and replaced with full height curb and gutter and sidewalk in accordance with City standards.
3. The developer shall be required to construct a LED street light in accordance with Escondido Standard Drawing No. E-1-E at Cranston Drive.
4. The existing street light on Escondido Blvd. shall be retrofitted or replaced with an LED street light in accordance with Escondido Standard Drawing No. E-1-E.
5. 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.
6. The Developer shall be responsible to repair or replace any driveway approach, curb and gutter, sidewalk, or other damages as a result of construction activities for this subject project.
7. Adequate horizontal sight distance shall be provided at all street intersections and driveway entrances. Increased parkway widths, open space easements, and restrictions on landscaping may be required at the discretion of the City Engineer.
8. Pedestrian access routes conforming to the American Disabilities Act shall be provided into the project from the public sidewalk, to the satisfaction of the City Engineer.
9. The Developer shall be responsible for construction and striping of frontage improvements along Escondido Blvd to a Local Collector Street standards with a minimum thirty-eight (38) feet of paved roadway to accommodate for one lane of traffic in each direction and a left-turn pocket for the project entrance. A curb shall be installed along the westerly edge of the roadway. Pavement and striping transition along centerline and east side of the roadway shall be designed to City Standards. The project owner is required to stabilize all disturbed areas along the westerly side of Escondido Blvd to the requirements of the City Engineer.

10. The Developer may be responsible for an overlay of Escondido Blvd. and Cranston Drive 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.
11. 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.
12. 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.
13. Encroachment Permit shall be obtained from the Engineering Division for all work within the public right-of-way. Contact the Engineering Field Office at (760) 839-4664 to arrange for the Encroachment Permit and inspections.
14. 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.

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

GRADING

1. A site grading and erosion control plan 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. All driveway grades shall conform to current Escondido Design Standards and Escondido Standard Drawings.
4. Any proposed retaining walls not a part of the building foundations or stem walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retaining wall design is in conformance with the recommendations and specifications as outlined in the Geotechnical report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered

by Regional or City Standard Drawings. Stem walls, foundation structures, or deepened footings that are to be constructed as part of a building structure will be permitted as part of the Building Dept. plan review and permit process.

5. Erosion control, including riprap, interim sloping planting, gravelbags, 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 development of the project.
6. The on-site trash enclosure shall drain toward the landscaped area and include a roof over the enclosure in accordance with the City's Storm Water Management requirements and to the satisfaction of the City Engineer. Trash enclosure and any permanent structure may not be constructed over a public utility and public utility easement.
7. An approved public safety or perimeter fence shall be installed on top of the retaining walls, to the satisfaction of the City Engineer and Planning Director.
8. All existing trees either near, within the easement and public right-of-way, and/or over the existing storm drain shall be removed. All new trees shall be located behind the sidewalk and/or away from existing public utilities and public storm drains, in accordance with approved landscape plans and the satisfaction of the City Engineer.
9. 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.
10. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.
11. All existing foundations, structures, trees not otherwise noted to remain or be relocated shall be removed or demolished from the site.

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

DRAINAGE

1. The existing 72" x 44" CMPA storm drain pipe shall be replaced due to inadequate structural cover within the proposed project driveway grades. The remaining existing 72" x 44" CMPA storm drain pipe shall be inspected for structural integrity, replaced and/or rehabilitated where necessary due to deteriorated pipe condition, and to the satisfaction of the City Engineer.
2. 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.

3. The project shall limit drainage flows to their pre-construction rates. Details and calculations for the detention basin shall be submitted with the drainage study and approved as part of the grading plan check.
4. A Storm Water Quality Management Plan (SWQMP) in compliance with the City's latest adopted Storm Water Design Manual shall be prepared for all newly created or replaced onsite impervious areas, impervious frontage, and required offsite improvements. The SWQMP shall be submitted for approval with the final improvement and grading plans. The SWQMP shall include treatment calculations, post-construction storm water treatment measures, and maintenance requirements and responsibilities both for onsite treatment and also any "Green Street" facilities located in the public right-of-way. The SWQMP shall demonstrate how proposed proprietary best management practices meet bio-filtration treatment requirements in accordance with the City's Storm Water Design Manual.
5. All site drainage with emphasis on the parking and drive way 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 basins within or along the perimeter of the parking and driveway area as the primary method of storm water treatment and hydro-modification compliance. The landscape plans shall reflect these areas of storm water treatment.
6. All on-site storm drains, detention basins, and all post-construction BMP's facilities are private. The responsibility for maintenance of these storm drains shall be that of the property owner or property owner's association.
7. All storm water treatment and retention facilities and their drains including the bio-retention basins and planters, any permeable paver areas shall be considered private. The responsibility for maintenance of these post construction storm water treatment facilities shall be that of the Property Owner.
8. The developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement.

WATER SUPPLY

1. All water main locations and sizing shall be to the satisfaction of the City Engineer and Utilities Engineer. Required water main improvements shall include an 8-inch waterline extension in Cranston Drive. Construction of the water main and related appurtenances shall be in accordance with the Standards and Specifications of the City of Escondido. A minimum 20-foot public utility easement shall be provided for all proposed water mains. There shall be no permanent structures located within the public utility easement.
2. Fire hydrants and/or fire protection together with an adequate water supply shall be installed at locations approved by the Fire Marshal. On-site fire hydrants located by the Fire Marshal may require water main looping.
3. No deep-rooted bushes or trees shall be planted within 10 feet of any water service.
4. All existing fire hydrant laterals not currently connected to the existing 12-inch water main in S. Escondido Blvd. shall be disconnected at the main per the satisfaction of the Utilities Engineer.

New water services and connections shall be established off the existing 12-inch water main in S. Escondido Blvd.

SEWER

1. The on-site sewer lateral to the proposed building will be considered a private sewer system. The property owner shall be responsible for all maintenance of this lateral to the main in Cranston Drive.
2. Sewer laterals shall be six (6) inch PVC minimum with a standard clean-out at the right-of-way per standard drawing S-2-E and at all angle points, and shall be designed and constructed per the current Uniform Plumbing Code.
3. Trees or deep-rooted bushes shall not be planted within ten (10) feet of the sewer lateral or within fifteen (15) feet of the sewer main.

LANDSCAPE

1. A site landscaping and irrigation plan shall be submitted to the Engineering Department with the first submittal of the grading plan. The initial submittal of the landscape plans shall include the required plan check fees.
2. Permanent landscaping shall be installed along the project and all areas disturbed by the project (including offsite areas). The landscaping, including storm water treatment BMPs, shall be maintained by the property owner.

EASEMENTS AND DEDICATIONS

1. Necessary public utility easements, for the storm drain and other public utilities, shall be granted to the City. The minimum easement width is 20 feet. Easements with additional utilities shall be increased accordingly.
2. All easements, both private and public, affecting subject property shall be delineated and labeled on the grading plans.
3. The Engineer shall verify and if applicable the developer shall dedicate the required right-of-way along Escondido Boulevard and Cranston Drive to the City of Escondido to bring the roadway to a road classification as indicated on the City's Circulation Plan and the Design Standards.
4. Material necessary for processing a dedication or easement shall include: a current grant deed or title report, a legal description and plat of the dedication or easement signed and sealed by a person authorized to practice land surveying (document size) and traverse closure tapes. The City will prepare all final documents.

REPAYMENTS AND FEES

1. A waterline repayment of \$2,270.40 is due to the City of Escondido for the existing waterline improvements in S. Escondido Boulevard that will serve this development.

2. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public to private property and improvements, install or maintain BMP's, and stabilize and/or close-up a non-responsive of abandoned project. Any moneys used by the City for clean-up or damage will be drawn from this security. The remaining portion of this clean-up security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, drainage, retaining wall, landscaping, and best management practices item of work with a minimum of \$5,000 up to a maximum of \$50,000, unless a higher amount is deemed necessary by the Director of Engineering Services.
3. The developer will be required to pay all development and plan check fees of the City then in effect at the time, and in such amounts as may prevail when building permits are issued.

SURVEYING AND MONUMENTATION

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

UTILITY UNDERGROUNDING AND RELOCATION

1. All existing overhead utilities within the project boundary or along fronting streets shall be relocated underground as required by the City's 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. All new dry utilities to serve the project shall be constructed underground.
3. The developer shall sign a written agreement stating that he has made all such arrangements as may be necessary to coordinate and provide utility construction, relocation and undergrounding. All new utilities shall be constructed underground.

ORDINANCE NO. 2022-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT FOR A MULTI-FAMILY RESIDENTIAL PROJECT WITHIN THE SOUTH CENTRE CITY SPECIFIC PLAN

The City Council of the City of Escondido, California does ordain as follows:

SECTION 1. The City Council makes the following findings:

a) Portofino Holdings I, LLC (“Applicant”), filed a land use development application (Planning Case Nos. ADM18-0225 & PL22-0021) with the City of Escondido constituting a request for a Major Plot Plan and Development Agreement for the construction of a two, two-story multi-family residential buildings, consisting of 15 apartment units in the Southern Entry District of the Southern Centre city Specific Plan (“Project”).

b) The Planning Division of the Community Development Department completed its review of the Project and scheduled a duly noticed public hearing regarding the application before the Planning Commission on January 25, 2022. Following the public hearing on January 25, 2022, the Planning Commission adopted Planning Commission Resolution No. 2022-01, which recommended that the City Council, among other things, approve the Project's proposed Development Agreement.

SECTION 2. The City Council held a duly noticed public hearing regarding the application on March 2, 2022. At said hearing, the City Council reviewed and considered all evidence submitted at said hearings, including, without limitation:

- a) Written information;
- b) Oral testimony from city staff, interested parties, and the public;

- c) The staff report, dated March 2, 2022, which along with its attachments is incorporated herein by this reference as though fully set forth herein, including the Planning Commission recommendation on the request, and
- d) Additional information submitted during the Public Hearing

SECTION 3. That upon consideration of the staff report; Planning Division and Planning Commission recommendations; Findings of Fact, attached as Exhibit "A" to this Ordinance and incorporated herein by this reference as though fully set forth herein; and all public testimony presented at the hearing held on this project, the City Council does hereby adopt the Development Agreement for the project as set forth in Exhibit "B" to this Ordinance and incorporated by reference as though fully set forth herein.

SECTION 4. ENVIRONMENTAL REVIEW. This action is categorically exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15332, "In-Fill Development Projects." The City has determined that all environmental issues have been addressed and finds that no significant environmental impact will result from approving the major plot plan and development agreement.

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. This Ordinance shall become effective on the 30th day following the date of its adoption.

SECTION 7. 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.

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, as the public agency with the principal responsibility for approving the Project.
2. The Project qualifies for an exemption from further environmental review pursuant to CEQA Guidelines section 15332 (In-Fill Development Projects) because the Project is consistent with applicable provisions of the Escondido General Plan and South Centre City Specific Plan; is on a site within city limits that is of no more than five acres and is substantially surrounded by urban uses; is on a site that has no habitat value for special status species; can be adequately served by all required utilities and public services; and would not result in any significant effects relating to traffic, noise, air quality, or water quality. The Project also does not trigger any exceptions to the categorical exemption as listed in CEQA Guidelines section 15300.2. Technical studies were requested by the Planning Division to substantiate the categorical exemption as applied to the Project.
3. The City Council has independently considered the full administrative record before it, which includes but is not limited to the January 25, 2022, Planning Commission staff report; the March 2, 2022, City Council staff report; testimony by staff and the public; and other materials and evidence submitted or provided to it. The administrative record demonstrates that each of the above requirements have been satisfied. No substantial evidence has been submitted that would support a finding that any of the above-described exemption requirements has not been satisfied. The Project will not have a significant effect on the environment, and all of the requirements of CEQA have been met.

Development Agreement Determination:

1. The proposed Development Agreement is consistent with the objectives, polices, general land uses, and programs specified in the General Plan since there are no changes to the General Plan land use designations or polices that effect development of the site, a Citywide Facilities Plan has been adopted to address infrastructure deficiencies on a citywide basis, and the agreement has a provision for a community benefit that could not otherwise be required of the developer.
2. The proposed Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the property is located, because the General Plan land use designation of this site is Specific Plan Area, which allows the number of dwelling units approved for the development in conformance with the South Center City Specific Plan, Southern Entry District.
3. The proposed Development Agreement conforms to the public convenience and general welfare because the proposed agreement provides a reduction in the required open space requirements and

a payment per-square-foot in lieu fee that would contribute toward the cost of installing, improving, and/or expanding parkland or facilities in the South Centre City area.

4. The proposed Development Agreement will not adversely affect the orderly development of property or the preservation of property values because the Project will be developed with multi-family residences, in conformance with the existing General Plan designation on the property.
5. The Development Agreement is consistent with the provisions of State law (Government Code sections 65864-65869.5) to develop in accordance with project approvals and existing laws. These Government Code sections outline requirements related to the contents of agreements, the applicability of an agreement and on the public hearing and approval process. The proposed Development Agreement is consistent with Government Code section 65864, which states that the lack of certainty in the approval of development projects can result in a waste of resources and escalated housing costs while discouraging comprehensive planning, because the proposed Development Agreement provides certainty to the Applicant regarding fees required and construction obligations for associated public improvements for a period of five years. In addition, the agreement complies with Article 58 of the Escondido Zoning Code, which outlines the procedures and requirements for the review, approval and amendment of development agreements.

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

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

CITY CLERK
CITY OF ESCONDIDO
201 N. BROADWAY
ESCONDIDO, CA 92025

THIS SPACE FOR RECORDER'S USE ONLY

APN: 238-152-16-00

DEVELOPMENT AGREEMENT
for Villa Portofino (2690 S. Escondido Blvd.)

between

City of Escondido

and

Portofino Holdings I, LLC

, 2022

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into by and between the City of Escondido, a California municipal corporation (“**City**”), and Portofino Holdings I, LLC, a California limited liability company (“**Owner**”). (The City and Owner each may be referred to herein as a “**Party**” and collectively as the “**Parties.**”)

RECITALS

WHEREAS, Government Code sections 65864 through 65869.5 and Article 58 of the City's Zoning Code authorize the City to enter into binding development agreements with persons or entities having legal or equitable interests in real property for the purpose of establishing certainty in the development process for both the City and the property owner, and to enable specific terms regarding property development, to be negotiated and agreed upon; and

WHEREAS, this Agreement concerns the Villa Portofino Apartment Project, which comprises two two-story, multi-family residential apartment buildings consisting of 15 total units and on-site parking, and further related improvements and components described in the Entitlements and this Agreement (“**Project**”); and

WHEREAS, the Project is located on that certain real property located in the County of San Diego, State of California, having assessor’s parcel number (APN) 238-152-1600, and as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (“**Property**”); and

WHEREAS, Owner is the fee simple owner of the Property; and

WHEREAS, the purposes of the Agreement are to eliminate uncertainty in the planning and development for the Project by assuring Owner that it may develop the Property in accordance with existing laws, subject to the terms and conditions contained in this Agreement; assure the

orderly installation of necessary improvements and the provision for public services appropriate for the development of the Project; and enable the City to obtain substantial public benefits by virtue of this Agreement.

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

ARTICLE I

Definitions

1. “**Annual Review**” shall mean the Owner’s demonstration of compliance with the terms of this Agreement provided to the City at least once every 12 months throughout the duration of the Term, as further described in Article V of this Agreement.
2. “**Development Fees**” shall mean any development-related fees as provided in the City’s Fee Guide and referred to as development fees.
3. “**Effective Date**” shall mean the effective date of this Agreement, which shall be the later of (i) the date that is 30 days after the City Council’s adoption of an ordinance approving this Agreement; or (ii) the date that Owner becomes the owner of the Property in fee simple.
4. “**Entitlements**” shall mean all approvals and permits necessary or incidental to the development of the Project or any portion thereof, whether discretionary or ministerial, including but not limited to specific plans and amendments; tentative or final tract map approvals, whether standard or vesting; project plans; grading permits; building permits; demolition permits; specific alignment plans; planned development permits; and this Agreement, and includes all conditions of approval for all Entitlements.

5. **“Exaction”** shall mean any fee, tax, requirement, condition, dedication, restriction, or limitation imposed by the City upon the development of the Property at any time in accordance with the Existing Laws.
6. **“Existing Laws”** shall mean the ordinances, resolutions, codes, rules, regulations, general plan, stormwater regulations, and official policies of the City governing the development of the Property in effect on the Effective Date, including but not limited to the permitted uses of the Property; the density or intensity of use; the design, improvement, and construction standards and specifications for the Project, including the maximum height and size of proposed buildings; and the provisions for reservation and dedication of land for public purposes.
7. **“Fee Guide”** shall mean the Escondido Fee Guide for Developments, attached hereto as Exhibit C.
8. **“Future Exaction”** shall mean any Exaction imposed after the Effective Date, whether by ordinance, initiative, resolution, rule, regulation, policy, order, or otherwise.
9. **“Future Laws”** shall mean all ordinances, resolutions, codes, rules, regulations, and official policies implemented by the City after the Effective Date, whether by ordinance, initiative, resolution, rule, regulation, policy, order, or otherwise. Future Laws includes changes to the Existing Laws.
10. **“General Fees”** shall mean all general development fees that the City may levy pursuant to the Mitigation Fee Act, Government Code section 66000 et seq., including but not limited to application fees, processing fees, utility connection fees, inspection fees, capital facilities fees, development impact fees, traffic impact fees, park fees, and such other similar fees as may be enacted from time to time and generally applied throughout the City, excluding Development Fees.

11. “**Minor Modifications**” shall mean minor modifications regarding the performance of this Agreement that are consistent with the Entitlements and have minimal impacts to the City's operations in terms of timing, performance, or value.
12. “**Operating Memorandum**” shall mean an addendum to this Agreement to document changes or adjustments in the performance of this Agreement, as further described in Article III, Section 7.
13. “**Public Benefits**” shall mean the consideration given by Owner to the City in return for the City’s performance of all applicable terms and conditions of this Agreement, as further described in Exhibit B, attached hereto and incorporated herein by this reference.
14. “**State or Federal Law**” shall mean any state or federal law enacted after the Effective Date of this Agreement.

ARTICLE II

General Provisions

1. **Term of Agreement**. The term of this Agreement shall commence on the Effective Date and shall continue for five years (“**Term**”). After the expiration of the Term, this Agreement shall be deemed terminated and of no further force or effect. Owner shall have 30 days from the Effective Date to sign this Agreement or this Agreement shall automatically terminate. This Agreement shall terminate with respect to any lot when a certificate of occupancy has been issued for all buildings on the lot, and such lot shall be released and no longer subject to the Agreement without requiring the execution or recordation of any further document. In the event of litigation challenging this Agreement or the Project, the Term is automatically extended for the duration of such litigation and resumes upon final disposition of such challenge and any appeal thereof upholding the validity of this Agreement or the Project. In the event that a referendum petition

concerning this Agreement or Project is duly filed in such a manner that the ordinance approving this Agreement or the Project is suspended, then the Term is deemed to commence upon City Council's certification of the results of the referendum election affirming this Agreement or the Project.

2. **Assignment**. The rights and obligations of Owner under this Agreement may be assigned by Owner, in whole or in part, to any party acquiring an interest in the Property, after receiving written approval from the City, which shall not be unreasonably withheld, conditioned, or delayed ("**Assignment**"). Owner shall provide 30 days' advance written notice to the City of any requested Assignment, and the City shall respond or execute any written consent requested by Owner within said 30-day period.

Any Assignment must be in writing and expressly provide that (1) the Assignment shall be subject to this Agreement, and (2) the assignee assumes all of Owner's rights and obligations with respect to the Property, or portion thereof, assigned. The City shall have the right to ensure that the proposed assignee has the financial capability to complete and fulfill any outstanding requirements relating to the Public Benefits. Owner and the assignee shall execute an Assignment and Assumption of Development Agreement, which shall be in a form approved by the City Attorney and which shall be recorded against the Property in the Official Records of San Diego County.

During the Term, any assignee shall have all rights, benefits, and obligations of Owner under this Agreement with respect to the portion of the Property assigned. Following an Assignment, Owner shall be released from its obligations with respect to the assigned Property unless otherwise agreed to in writing.

3. **Amendment of Agreement.** This Agreement may be amended, or canceled in whole or in part, by mutual written consent of the Parties in accordance with Article 58, Chapter 33 of the Escondido Municipal Code; Government Code sections 65867 – 65868.5, and any other applicable law. Any amendment to this Agreement must be recorded in the Official Records of San Diego County. Minor Modifications in the manner of performance, including but not limited to changes that relate to the form or timing of payment of Public Benefits or the design of the Project, shall not constitute an amendment to this Agreement and may be accomplished through an Operating Memorandum.

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

5. **Indemnification, Hold Harmless, Duty to Defend.**

a. Owner (including Owner’s agents, employees, contractors, and subcontractors, if any) 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, liens, 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 Owner (including the Owner’s contractors, subcontractors, licensees, sublessees, invitees,

agents, consultants, employees, or volunteers), or such activity of any other person that is permitted by the Owner, 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 Owner 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 Owner 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 Owner, 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 Owner 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 Entitlements, including this Agreement. Such indemnification shall include the Owner'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 Owner, may require the Owner to deposit with the City an amount estimated to cover costs, expenses, and fees (including attorney's fees) required to be paid by the Owner 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 Owner 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, which shall be 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 Owner 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 Owner's obligations to indemnify, hold harmless, or defend the City as otherwise stated herein.

6. **Notices.** All notices or communication between the Parties pursuant to this Agreement shall be in writing and shall be given by personal delivery, overnight delivery service, or certified or registered mail to the addresses set forth below. The addresses may be changed by giving 10 days' written notice.

If to the City

City of Escondido
Attn: Adam Finestone, Interim Director of Community Development
201 N. Broadway
Escondido, CA 92025

with a copy to:

City of Escondido
Attn: Office of the City Attorney
201 N. Broadway
Escondido, CA 92025

If to Owner

Portofino Holdings I, LLC
Attn: Frank Giordano Jr.
2510 Lund St.
El Cajon, CA 92020

with a copy to:

Lounsbery Ferguson Altona & Peak
Attn: Catherine Ferguson
960 Canterbury Place, Suite 300
Escondido, CA 92025

7. **Conflict with State or Federal Laws.** If any State or Federal Law prevents or precludes compliance with any provision of this Agreement or requires changes to any Entitlements, such State or Federal Law shall be controlling and the Parties shall make a good faith, reasonable attempt to modify this Agreement to comply both with the intent of the Agreement and with the State or Federal Law.

The City shall cooperate with Owner in securing any permits, including permits from other public agencies that may be required as a result of any modifications, suspensions, or alternate courses of action necessary for compliance with any State or Federal Law.

ARTICLE III

Development of the Property

1. **Applicable Rules, Regulations, and Policies.** Owner shall have the vested right, to the fullest extent allowed by law, to develop the Property in accordance with the Entitlements, Existing Laws, and this Agreement. During the Term, the Entitlements, Existing Laws, and this Agreement shall control the overall design, development, and construction of the Project. Notwithstanding the foregoing, nothing in this Agreement shall preclude the City from applying changes occurring from time to time in the uniform codes published in Title 24 of the California Code of Regulations and adopted by the City, including local amendments, in effect when the building permits are issued.
2. **Future Laws.** Future Laws shall not apply to the Project except as expressly provided in this Agreement. Future Laws shall apply to the Project if they are not in conflict with the Existing Laws. However, Owner may give the City written notice of its election to have any conflicting Future Law applied to the Project, in which case such Future Law will be considered an Existing Law for purposes of this Agreement.
3. **Future Discretionary Reviews.** Except as set forth in this Agreement, the City shall retain its discretionary rights in reviewing applications for Entitlements. Owner's applications for Entitlements, and the City's review thereof, must comply with Existing Laws and with the terms and conditions of this Agreement. The City shall not impose any conditions upon Entitlements that are more restrictive than or inconsistent with the terms of this Agreement or Existing Laws, except as required by state or federal law. The City may conduct an environmental review for any Entitlements in accordance with the California Environmental Quality Act, California Public

Resources Code section 21000 et seq. (“**CEQA**”) and the State CEQA Guidelines, Title 14 of the California Code of Regulations, section 15000 et seq., or other Existing Laws. The City may impose, if required by CEQA, additional mitigation measures to mitigate significant adverse environmental effects that were not previously considered, or were found to be infeasible, to mitigate at the time of approval of this Agreement. Nothing herein is intended to require or authorize additional CEQA environmental review or mitigation measures beyond that otherwise required by CEQA.

4. **Permitted Uses and Density.** This Agreement shall vest the right to develop the Property to the fullest extent allowed by law with respect to the permitted uses of land, density and intensity of uses, and timing and phasing of development as described in the Entitlements, which are hereby incorporated as if fully set forth in this Agreement. The permitted uses, density, and intensity of use of the Project, the maximum height and size of proposed buildings and provisions for reservation or dedication of land for public purposes, shall substantially conform to those specified in the Entitlements, Existing Laws, and this Agreement.

5. **Time for Construction and Completion of the Project.** Any phasing of development of the Property shall occur in conformance with the adopted Entitlements.

6. **Moratorium.** No City-imposed moratorium or other limitation (whether relating to the rate, timing, or sequencing of the development or construction of all or any part of the Property, whether imposed by ordinance, initiative, resolution, policy, order, or otherwise, and whether enacted by the City Council, an agency of the City, the electorate, or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative, or final), building permits, occupancy certificates, or other entitlements to use or service (including, without limitation, water and sewer) approved, issued, or granted within the City, or portions of the City, shall apply to the Property to

the extent such moratorium or other limitation is in conflict with this Agreement; provided, however, the provisions of this Section shall not affect the City's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria.

7. **Operating Memorandum.** The Parties acknowledge that the provisions of this Agreement require cooperation between the City and Owner, and that the refinements and further development of the Project may demonstrate that changes are appropriate with respect to the details of performance of the Parties. The Parties desire, therefore, to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. If and when, from time to time during the Term, the Parties find that such changes or adjustments are necessary or appropriate, they may effectuate such changes or adjustments through an Operating Memorandum approved by the Parties, which, after execution, shall be attached hereto as an addendum and become a part hereof, and may be further changed and amended from time to time as necessary with further approval by the City and Owner. No such Operating Memorandum shall require prior notice or hearing, or constitute an amendment to this Agreement; and in the case of the City, such Operating Memorandum may be acted upon by the City Manager or the City Manager's designee. Failure of the Parties to enter into any such Operating Memorandum shall not affect or abrogate any of the rights, duties, or obligations of the Parties or the provisions of this Agreement. An Operating Memorandum shall be recorded as an addendum to this Agreement.

8. **Term of Maps and Other Project Approvals.** Pursuant to California Government Code section 66452.6(a), the term of each subdivision map that is processed on all or any portion of the Property and the term of each of the Entitlements shall be extended for a period of time through the Term of this Agreement. Should this Agreement be terminated prior to the expiration of the Term, the Owner shall have 30 days to submit an application for the extension of the term

applicable to any portion of an approved tentative map, pursuant to Chapter 32 of the Escondido Municipal Code.

9. **Infrastructure Capacity.** Subject to Owner’s proportionate contribution to infrastructure and the Public Benefits provided by Owner, in accordance with the requirements of the Entitlements, the City hereby acknowledges it will have sufficient capacity in its infrastructure services and utility systems, including, without limitation, traffic circulation, flood control, sanitation service, and, except for reasons beyond the City’s control, sewer collection; sewer treatment; and water supply, treatment, distribution, and service, to accommodate the Project. To the extent the City renders such services or provides such utilities, the City hereby agrees it will serve the Project and there shall be no restriction on connections or service for the Project except for reasons beyond the City’s control.

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

11. **Public Improvements.** Owner agrees to construct any public improvements as required and described in any conditions of approval for the Entitlements or in this Agreement (“**Public Improvements**”). Owner shall construct the Public Improvements within any applicable timeframes set forth in the conditions of approval for the Entitlements or this Agreement.

12. **Fees.** Owner shall pay the Development Fees and General Fees in the amounts in effect at the time Owner submits payment of such fees unless otherwise explicitly provided in this Agreement. The payment of Development Fees and General Fees may be deferred in accordance with City requirements and memorialized in a writing separate from this Agreement.

13. **Funding Mechanism for Public Services.** Owner shall establish a lawful, proportional funding mechanism to offset the impacts to additional ongoing public services required for the Project. To fund such public services, Owner may voluntarily initiate and consummate proceedings to participate in a community facilities, assessment, or service district organized and adopted by the City in accordance with local, state, or federal law, or alternatively, Owner may establish another lawful funding mechanism reasonably acceptable to the City.

ARTICLE IV

Provision of Public Benefits

1. **Description of Public Benefits.** Owner shall provide the City with the Public Benefits, as further described in Exhibit B, as consideration for the City's good faith performance of all applicable terms and conditions in this Agreement.

2. **Occupancy Contingent on Public Improvements and Benefits.** Owner acknowledges that the City shall not grant a certificate of occupancy for the first residential or commercial unit on the Property prior to construction of all Public Improvements and construction and provision of all Public Benefits. This contingency for occupancy shall survive the termination of this Agreement.

3. **Recordation of Final Map Contingent on Security for Public Improvements and Benefits.** Prior to recordation of the Final Map, Owner must enter into one or more subdivision improvement agreements that will detail Owner's construction obligations for any Public Improvements and Public Benefits, and will require Owner to provide financial security for completion of construction, in a form or forms approved by the City Attorney.

4. **Processing During Litigation.** The filing of any third-party lawsuit against the City or Owner relating to this Agreement, any Entitlements, or to other development issues affecting the

Property shall not delay or stop the development, processing, or construction of the Project or approval of Entitlements, unless the third party obtains a court order preventing the activity or as otherwise required by law. This provision shall not apply to any third-party lawsuit related to the demolition of any building on the Property based on a challenge to the determination of said building's historical significance.

ARTICLE V

Annual Review

1. **Owner Responsibilities.** At least once every 12 months, continuing through the duration of the Term, Owner shall demonstrate good faith substantial compliance with the major provisions of this Agreement and provide, to the best extent possible, the status and timing of development of the Project, including construction of Public Improvements and provision of Public Benefits, to the City for an Annual Review. If requested by the City, Owner shall provide any additional detail or information necessary to demonstrate good faith compliance with any particular provision of this Agreement identified by the City.
2. **Opportunity to Be Heard.** Owner shall be permitted an opportunity to be heard orally and in writing at any noticed public hearing regarding its performance under this Agreement. Owner shall be heard before each appropriate board, agency, or commission, and the City Council, at any required public hearing concerning a review of performance under this Agreement. Notwithstanding the foregoing, Owner acknowledges that the opportunity to be heard may be affected by a change in the City's procedures as to public meetings in relation to the current ongoing COVID-19 pandemic or other future pandemic or similar event.

3. **Information to Be Provided to Owner.** At least 10 days prior to the City Council's consideration and review of Owner's performance under this Agreement, the City shall mail to Owner a copy of any applicable staff reports and related exhibits.
4. **Annual Review Letter.** If in connection with the Annual Review, the City Council determines that Owner is found to be in substantial compliance with this Agreement, upon written request by Owner, the City shall issue a letter to Owner stating that, based upon information known or made known to the City Council, the City Planning Commission, and/or the City Manager, this Agreement remains in effect and Owner is in compliance ("**Annual Review Letter**"). Owner may record the Annual Review Letter in the Official Records of the County of San Diego.
5. **Lack of Annual Review.** The City's lack of performing an Annual Review of Owner's substantial compliance with the terms and conditions of this Agreement shall not constitute or be asserted as a default by Owner so long as Owner is otherwise in compliance with this Article V, nor shall it constitute or be asserted as the City's waiver of any failure of Owner to perform or otherwise comply with the terms of this Agreement.

ARTICLE VI

Delay, Default, Remedies, and Termination

1. **Notice and Cure of Default.** In the event of a material default of this Agreement, the Party alleging a default shall give the defaulting Party a notice of default ("**Notice of Default**") in writing. The Notice of Default shall specify the period of time in which the default may be cured, which shall be at least 30 days ("**Cure Period**"). Any Notice of Default shall specify the nature of the alleged failure and, where appropriate, the manner in which such alleged failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot be reasonably cured within the Cure Period, then the commencement of the cure within the Cure Period, and the diligent

prosecution to completion of the cure thereafter, shall be deemed to be a cure completed within the Cure Period. During the Cure Period, the Party charged shall not be considered in breach. If the default is cured within the Cure Period, then no breach shall be deemed to exist.

2. **Waiver.** Except as otherwise expressly provided in this Agreement, a failure or delay in asserting any rights or remedies as to any default, including the failure or delay in giving a Notice of Default, shall not operate as a waiver of any default or of any rights or remedies otherwise available to a Party or deprive a Party of the right to institute and maintain any action or proceeding that it may deem necessary to protect, assert, or enforce any rights or remedies it may have.

3. **Default by Owner.** The City's Director of Community Development may recommend the review and termination of this Agreement to the City Council upon an occurrence of a material default that is not cured within the Cure Period. The foregoing does not limit any of the City's other remedies upon a material breach of this Agreement by the Owner.

4. **Default by the City.** Upon a material default by the City that is not cured within the Cure Period, Owner, without limiting any of its other remedies, shall not be obligated to complete any of its obligations under this Agreement, and any resulting delays in Owner's performance shall neither be construed as a material default by Owner nor constitute grounds for termination or cancellation of this Agreement by the City.

ARTICLE VII

Encumbrances and Releases on Property

1. **Discretion to Encumber.** This Agreement shall not prevent or limit Owner from encumbering the Property, or any portion of or improvement on the Property, by any mortgage. The City acknowledges that lenders providing financing may require modifications to this Agreement, and the City agrees, upon request from Owner, to meet with Owner and/or

representatives of lenders to negotiate in good faith any lender request for modification to this Agreement, provided that any modification will not affect the timely completion or fulfillment of any requirements in the Entitlements or this Agreement relating to the Public Benefits.

ARTICLE VIII

Miscellaneous Provisions

1. **Recitals.** The Recitals set forth above are included herein by this reference as part of this Agreement and the Parties agree that said Recitals are essential facts to this Agreement.
2. **Severability.** This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement. If any material part of the Agreement is adjudged by a court of competent jurisdiction to be invalid, void, or illegal, the Parties shall take all steps necessary to modify the Agreement to implement the original intent of the Parties in a valid and binding manner.
3. **Entire Agreement.** This Agreement, together with its attachments or other documents described or incorporated herein, contains the entire agreement and understanding of the Parties concerning the subject matter of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. The Parties acknowledge that (i) no other Party, nor the agents nor the attorneys for any Party, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, to induce the execution of this Agreement, and (ii) this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

4. **Waivers.** All waivers of the provisions of this Agreement must be in writing and signed by the appropriate agents of the City or Owner.
5. **Recording.** This Agreement shall be recorded in the Official Records of the County of San Diego within 30 days following the later of (i) the Effective Date, or (ii) the Parties' execution of the Agreement.
6. **Project as a Private Undertaking.** It is specifically understood by the Parties that the Project is a private development and Owner shall have the full power and exclusive control of the Property subject to the provisions of this Agreement. Any improvements completed remain the property of the Owner unless the City has explicitly accepted any improvement or as otherwise provided herein.
7. **Headings.** Section and paragraph headings within this Agreement are for reference purposes only and shall not be used for interpreting the meaning of any provisions of this Agreement.
8. **The City's Ongoing Statutory Authority.** Except as expressly stated, nothing in this Agreement shall limit the City's authority and responsibility under the California Constitution and applicable California statutes to act in the best interests of the public health, safety, and welfare, and nothing in this Agreement is intended to limit in any way the legislative discretion or authority otherwise afforded the City under state or federal law.
9. **Covenant of Cooperation.** The Parties shall cooperate with and assist each other in the performance of the provisions of this Agreement including assistance in obtaining permits for the development of the Property that may be required from public agencies other than the City. The covenant of cooperation shall include, to the maximum extent permitted by law, that the City shall use its best efforts to prevent any ordinance, measure, moratorium, or other limitation from

invalidating, prevailing over, or making impossible any provision of this Agreement, and the City shall cooperate with Owner to keep this Agreement in full force and effect. Owner reserves the right to challenge any such ordinance, measure, moratorium, or other limitation in a court of law if it becomes necessary to protect the development rights vested in the Property pursuant to this Agreement.

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

11. **Time of the Essence.** Time is of the essence for each term and condition of this Agreement.

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

13. **No Waiver of Owner's Existing Rights Under Applicable Laws.** This Agreement shall not constitute a waiver of any of Owner's existing rights under applicable laws, nor shall it limit or expand Owner's right to challenge any General Fee, Exaction, or Future Exaction as being contrary to applicable law or in excess of the City's legal authority.

14. **Authorization.** Each person executing this Agreement hereby warrants and represents that he or she has the authority to enter into this Agreement and to bind his or her respective entity to the provisions hereof.

15. **Counterparts.** This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

16. **No Third Party Beneficiaries.** This Agreement and each and every provision hereof is for the exclusive benefit of the Parties hereto and not for the benefit of any third party, except as set forth herein.

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO,
a California municipal corporation

By: _____
Paul McNamara
Its: Mayor

PORTOFINO HOLDINGS I, LLC
a California limited liability company

By: _____

Its: _____

(Above Signatures Must Be Notarized; Acknowledgment Pages Follow)

APPROVED AS TO FORM:

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

By: _____
Kurt Whitman, Senior Deputy 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)

City

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)

Owner

EXHIBIT A

Legal Description of Property

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

PARCEL C OF PARCEL MAP NO. 129, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, AUGUST 11, 1969.

EXCEPTING THE INTEREST CONVEYED TO THE CITY OF ESCONDIDO IN AND TO THAT PORTION LYING SOUTHWESTERLY OF THE LOCATION AND PROLONGATION OF A LINE DRAWN PARALLEL WITH AND 11.00 FEET NORTHEASTERLY AT RIGHT ANGLES TO THAT CERTAIN COURSE IN THE SOUTHWESTERLY LINE OF SAID PARCEL C DESIGNATED AS "NORTH 22° 55' 00" WEST, 109.48 FEET.

EXCEPTING THEREFROM ALL WATER THAT MAY NOW OR AT ANY TIME HEREAFTER BE LOCATED OR CONTAINED UNDER SAID LAND, OR THAT MAY NOW OR AT ANY TIME HEREAFTER BE DEVELOPED OR TAKEN UPON SAID LAND, TOGETHER WITH ALL WATER AND WATER RIGHTS BELONGING OR APPURTENANT TO SAID LAND, INCLUDING THE RIGHT TO BUILD AND MAINTAIN DAMS AND TO DIG WELLS ON SAID LAND, AS GRANTED TO GREEN MUTUAL WATER COMPANY OF SAN DIEGO BY DEED RECORDED DECEMBER 12, 1952 IN BOOK 4685 PAGE 51 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM, ALL OIL, PETROLEUM, NATURAL GAS, MINERAL RIGHTS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 VERTICAL FEET FROM THE SURFACE OF SAID LAND, FOR THE PURPOSE OF EXPLORING FOR, EXTRACTING, MINING, BORING, REMOVING, OR MARKETING SAID SUBSTANCES, HOWEVER, WITHOUT ANY RIGHT OF ANY ENTRY UPON THE SURFACE OF SAID LAND, AS RESERVED BY GULF OIL CORPORATION IN DEED RECORDED JULY 5, 1979 AS DOCUMENT NO. 79-278133 OF OFFICIAL RECORDS.

APN: 238-152-16-00

EXHIBIT B

Public Benefits

I. PUBLIC BENEFITS AND IMPROVEMENTS

A. PUBLIC ART. Owner reserves the right to implement, construct, or install public art in lieu of paying the fee required for the Project associated with public art, defined as “art in public places” in Escondido Municipal Code section 33-731 (“**Public Art**”). Any Public Art proposed to be implemented, constructed, or installed shall be subject to the review and approval of the Director of Community Development, which shall occur prior to the issuance of the first building permit for the Project. If any proposed Public Art is not approved by the Director of Community Development, or a request for such Public Art is not submitted by Owner, at the time the City is otherwise prepared to issue the first building permit for the Project, then the otherwise applicable public art fee shall be paid prior to the issuance of the first building permit for the Project. The cost involved with the implementation, construction, or installation of any Public Art shall be comparable to that which would otherwise have been assessed as the public art fee for the Project.

B. PARKLAND IN-LIEU FEE. Pursuant to Section 5.3.12.3(1) of the South Centre City Specific Plan, and in addition to the Parkland Impact Fee otherwise required for the Project, Owner shall contribute a payment of \$12,762.50 as an in-lieu fee, for the purpose of installing, improving, and/or expanding parkland facilities in the South Centre City Area.

EXHIBIT C

Fee Guide for Developments



Fee Guide *for* Development Projects

Please Note: UPDATED September 3, 2021
(Development Impact fee updates)

FEE GUIDE FOR DEVELOPMENT PROJECTS INDEX

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OTHER CITY DEPARTMENT FEES

Fees are collected at various stages of development projects. This guide provides information on those fees applicable to Building Division plan check submittal and to Building Permit issuance. FINAL PROJECT FEES ARE THOSE FEES IN EFFECT AT THE TIME OF PERMIT ISSUANCE.

- | | |
|--|---|
| <input type="checkbox"/> Plan Check Fee | <input type="checkbox"/> Park Fee |
| <input type="checkbox"/> Building Plan Review Fee (Planning) | <input type="checkbox"/> Traffic Fee |
| <input type="checkbox"/> Building Plan Review Fee (Fire) | <input type="checkbox"/> Regional Traffic Fee (RTCIP) |
| <input type="checkbox"/> Building Permit Fee | <input type="checkbox"/> Drainage Facilities Fee |
| <input type="checkbox"/> State Seismic Fee (SMIP) | <input type="checkbox"/> Region of Influence Infrastructure Deposit Fee |
| <input type="checkbox"/> State Green Building Fee | <input type="checkbox"/> CATV Fee |
| <input type="checkbox"/> Public Facility Fee | <input type="checkbox"/> School Fees |
| <input type="checkbox"/> Wastewater Connection Fee | <input type="checkbox"/> Microfilming Fee |
| <input type="checkbox"/> Water Connection Fee | <input type="checkbox"/> Art Fee |
| <input type="checkbox"/> SDCWA Capacity Charge (Currently collected with <u>water meter</u> charges) | <input type="checkbox"/> Citywide Facilities Plan Reimbursement Fee |

Other City departments and agencies which have fees that may impact your project are also listed.

City Departments

- Planning
- Engineering
- Finance
- Fire
- Business License

Other Agencies

- San Diego County Health (Hazardous Materials)
- San Diego County Health (Environmental Services)
- Air Pollution Control District
- Other Sewer/Water Agencies
- San Diego Gas and Electric Co. (SDG&E)
- AT&T (formerly Pacific Bell, SBC)
- Cox Communications

This guide also provides information regarding fee incentives for the following types of projects.

- | | |
|--|---|
| <input type="checkbox"/> Qualified projects in the Escondido Business Enhancement Zone | <input type="checkbox"/> Fee Deferrals |
| <input type="checkbox"/> Restaurants | <input type="checkbox"/> Historical Buildings |
| <input type="checkbox"/> Accessory Dwelling Units | <input type="checkbox"/> Changes in Use in Existing Buildings |

Fee estimates for proposed projects are available upon request. Please provide the following information. If you are unsure of the applicable fees for your project please contact Building Division staff for assistance.

- | | |
|---|---|
| <input type="checkbox"/> Description of project (use, etc.) | <input type="checkbox"/> Size and use of any structures being demolished (for fee credits) |
| <input type="checkbox"/> Proposed water meters (number & sizes) | <input type="checkbox"/> Existing water meters (number & sizes) |
| <input type="checkbox"/> Floor plan showing uses, square footage, seating (if applicable), etc. | <input type="checkbox"/> High water users may have to submit water bill records from previous locations or estimates of usage |
| <input type="checkbox"/> Land area, plot plan | <input type="checkbox"/> Type of construction |

OTHER CITY DEPARTMENT CONTACTS

PLANNING - CITY HALL (760) 839-4671

Fees for subdivisions, CUP's, Plot Plans, P.D.'s, Design Review, Grading Plans, Development Agreements, etc.

ENGINEERING - CITY HALL (760) 839-4651

Fees for plan check and inspection, improvement plans, grading plans, subdivisions, encroachment permits, repayments, etc.

Annual Industrial Waste Discharge Permits - Contact the Industrial Waste Inspector at (760) 839-6282.

FINANCE - CITY HALL (760) 839-4682

Fees for water meters and construction meters.

FIRE – 1163 N. Centre City Parkway (760) 839-5400

Fees for Fire Code Permits, Special event permitting, blasting permits, research, hazardous material consulting and inspection.

CITY BUSINESS LICENSE - CITY HALL (760) 839-4659

Required for all businesses operating in the City. Must be renewed annually.

OTHER AGENCY FEES/CONTACTS

COUNTY OF SAN DIEGO DEPARTMENT OF HEALTH SERVICES

Fees for plan check and inspection and annual permits for:

- Food and Miscellaneous Facilities (760) 471-0730
- X-Ray Installations (619) 338-2969
- Hazardous Materials (619) 338-2222

AIR POLLUTION CONTROL DISTRICT

Fees for plan check and inspection and annual permits for certain businesses... (858) 650-4700

OTHER WATER/WASTEWATER DISTRICTS

Projects not served by City wastewater and water facilities will be subject to plan check, inspection, installation and connection fees from the serving agency:

- Rincon Del Diablo Municipal Water District..... (760) 745-5522
- Vallecitos Water District (760) 744-0460
- Vista Irrigation District (760) 597-3100
- Valley Center Municipal Water District..... (760) 749-1600
- Olivenhain Municipal Water District (760) 753-6466

To determine if your project is served by City sewer and water, please contact the Engineering Department (760) 839-4651.

GAS AND ELECTRIC SERVICE

SAN DIEGO GAS AND ELECTRIC CO. (SDG&E) (800) 611-7343

TELEPHONE

AT&T (800) 310-2355 (Residential)
(800) 750-2355 (Commercial)

COX COMMUNICATIONS

North County (760) 806-9809

FEE INCENTIVES

THE ESCONDIDO BUSINESS ENHANCEMENT ZONE

On May 24, 2006, the City Council adopted Ordinance 2006-12, and Resolution 2006-56 modifying the existing Business Enhancement Zone (BEZ). The ability to request incentives for development was expanded to all commercial and industrial zoned properties in the City of Escondido. In order to be considered for incentives, the development must meet one or more of the Public Benefit Criteria in the associated Council policy. Generally, the BEZ applies to new construction projects.

Contact the Planning Division at 760-839-4671 or the Economic Development Division at 760-839-4563 for more information and the eligibility criteria. Requests for incentives must be made in writing to the Assistant City Manager and be accompanied by appropriate supporting materials.

- Please refer to the Escondido Zoning Code Article 69, Sections 33-1450 through 33-1457, for the complete description of requirements and incentives

<http://www.qcode.us/codes/escondido/view.php?topic=33-69&showAll=1&frames=on>

For the complete Business Enhancement Zone Policy described in Resolution 2006-56, Exhibit "A", please see in the following link:

<http://www.escondido.org/Data/Sites/1/media/pdfs/Business/BusinessEnhancementZone.pdf>

Economic Incentive Fund and Incentive Policy (brief description)

Purpose: The City Council has established an Economic Incentive Fund that is utilized to offset development and connection fee reductions granted to eligible projects.

The City Council Economic Development Subcommittee and the City Council may grant fee reduction incentives as follows.

Policy:

1. Granting of fee reductions of up to 25% of the project's connection and development fees with a \$25,000 maximum cap.
 - Fee reductions are backfilled from the City Council Economic Incentive Fund.
 - Incentive does not apply to high-demand service users.
 - Pass-thru fees to other agencies and costs involving processing, inspection and/ or construction costs to the City of Escondido will not be eligible for fee incentive reductions. (*The Public Art Fee will not be reduced*).
2. Ability to request fast-track processing.

FEE DEFERRAL

On June 13, 2012, City Council Approved Resolution 2012-103, which amends the existing fee deferral program for commercial and industrial projects, to include residential development with 5 or more units. Please contact Building Division staff for further information regarding the process.

FEE INCENTIVES

NONRESIDENTIAL BUILDING ADDITIONS

Per City Council action on November 21, 2008, expansions in floor area of existing nonresidential buildings will be required to pay development fees on the expanded area:

- Wastewater Connection Fee
- SDCWA Capacity Charge
- Drainage Facilities Fee
- Water Connection Fee (*if increase in meter size*)
- Traffic Fee
- Public Facility Fee
- Art Fee

HISTORICAL BUILDINGS

On June 17, 1992, in an effort to encourage historic preservation, the City Council approved Resolution No. 92-266 adopting an incentives program for qualified preservation projects.

Numerous incentives are offered, including fee reductions.

For further information, please contact the Planning Division at (760) 839-4671.

CHANGES IN USE IN EXISTING BUILDINGS (Council Agenda Item 4/22/1992)

To encourage revitalization efforts for our existing building stock, tenant improvement permits, such as restaurants, will not be charged wastewater, water, and/or traffic fees, unless the project requires an increased water meter, or sewer line size, or adds significant parking. This policy does not apply to intensive uses such as Laundromats, car washes, breweries, etc., or to the first use in new buildings. Buildings in which the previous use was abandoned for 10 years or more are subject to development fees. (*See Fee Example #9, page 28*)

ACCESSORY DWELLING UNITS

Fees assessed for construction of accessory dwelling units built pursuant to Article 70 of the Escondido Zoning Code shall be calculated in the same manner as fees assessed for residential room additions. Additionally, accessory dwelling units shall be exempt from payment of wastewater, water, traffic, public facility, drainage, park, and other development impact fees described in Chapter 6, Article 17 of the Escondido Municipal Code.

One limitation on these units is that the owner of the property must reside on the parcel on which the unit is located. For further information on Article 70, please contact the Planning Division at (760) 839-4671.

FEE CREDITS

BUILDING DEMOLITIONS & ABANDONED USES

On October 22, 2008, the City Council modified City policy regarding fee credits for demolished buildings and buildings with abandoned uses. This action established a 10-year time limit on the use of fee credits. The time limit shall not apply to single-family dwellings demolished due to natural disaster.

The fee credits have the following limitations:

- Satisfactory documentation must be presented on the existence of the previous building;
- Credits are applied to the fees for new projects on the same property (no monetary refunds are given);
- Credit applies only to the property on which the demolitions occurred;
- Credit cannot be transferred elsewhere.
- Where a property is eligible for multiple fee credits, the credit generating the greater amount shall be used.

Fee credits apply to the following fees:

- Water Connection Fee (*if on City water*)
- Wastewater Connection Fee (*if on City sewer*)
- SDCWA Capacity Charge (*if on City water*)
- Public Facility Fee
- Art Fee
- Traffic Fee Local portion only (*see below*)
- Park Fee
- Region of Influence Infrastructure Deposit
- Drainage Facilities Fee

Credits for Traffic Fees for a demolished residential use applied to a commercial use will be 25% of the fees shown in this guide, since commercial traffic fee rates are based on 25% of the residential rates.

AGRICULTURAL WATER METERS

On October 22, 2008, the City Council modified City codes to allow fee credits for agricultural water meters taken out of service.

Fee credits apply as follows:

- Ten-year time limit, and other limitations as listed under Building Demolitions
- Given to owner of the subdivision at the time of Final Map recordation
- Applies to the Water Connection Fee at the time of meter removal or last service, and SDCWA Capacity Charge as allowed per the agency
- Will be divided among the new lot(s) created

The fees shown below are applicable to Building Permit issuance for your project. Processing fees are payable at Plan Check submittal. School fees are payable to the school district prior to permit issuance. All remaining fees are payable at permit issuance. Final project fees are those fees in effect at the time of permit issuance.

PROCESSING FEES

PURPOSE: To cover City costs in processing your project and reviewing your plans for compliance with model codes, local ordinances and state and federal regulations.

APPLICABLE TO: All projects, except as noted below.

	FEE AMOUNT
<input type="checkbox"/> PLAN CHECK FEE*	65% of Building Permit Fee
PLAN CHECK SURCHARGES (for State regulations)	
<input type="checkbox"/> Nonresidential State Disabled Access Reg. Plan Check	10% of Plan Check Fee
<input type="checkbox"/> Residential State Disabled Access Reg. Plan Check	10% of Plan Check Fee
<input type="checkbox"/> All buildings - State Energy Regulations	20% of Plan Check Fee
<input type="checkbox"/> PLANNING DIVISION - BUILDING PLAN REVIEW FEE	\$35 (MIN) room additions; patio covers, decks, retaining walls; pools, spas and misc. projects requiring zoning review. \$555.66 (RES) - single family dwelling; up to four residential units. \$412 (MINOR) -T.I.'s; commercial/industrial additions 1 or 2 story, up to 10,000 sf. \$1,366 (MAJOR) -Tracts; Parcel Maps (5 or more dwellings); Multi-family residential; new commercial / industrial buildings; non-residential additions over 2 stories or 10,000 sf.
<input type="checkbox"/> FIRE DEPARTMENT - BUILDING PLAN REVIEW FEE	\$113 ___ 0-500 sq. ft.
(Projects regulated by the Fire Code, includes inspection @ a rate of \$150.00 each)	\$132 ___ 500-2,000 sq. ft.
	\$150 ___ 2,001-5,000 sq. ft.
	\$170 ___ >5,000 sq. ft.
<i>Tracts/Phase/production 1-10 units same application \$284;</i>	\$246 / bldg ___ Multi Family, Commercial, Industrial
<i>each 5 additional units \$132 same application (SFD R-3 occupancy)</i>	\$113 / each ___ Access Roadway Gate

AUTHORITY: Local Ordinances.

(Typical Building; Additions; Single Family Dwellings; Tract Models, Tenant Improvements)

PERMIT/INSPECTION FEES

PURPOSE: To cover City costs in inspecting your project for compliance with model codes, local ordinances and state and federal regulations.

APPLICABLE TO: All projects, except as noted below.

	FEE AMOUNT
<input type="checkbox"/> BUILDING PERMIT FEE*	Based on building valuation table on pages 14.
BUILDING PERMIT SURCHARGES (for State regulations) Valuation based on multipliers on pages 12-13.	
<input type="checkbox"/> Nonresidential Disabled Access Inspection	10% of Building Permit Fee
<input type="checkbox"/> Residential Disabled Access Inspection	10% of Building Permit Fee
<input type="checkbox"/> All buildings - State Energy Regulation Inspection	20% of Building Permit Fee

AUTHORITY: Escondido Municipal Code & Local Ordinances.

*For subdivisions with 10 or more single-family dwellings which have building permit issuances in groups of 10 or more, the production unit building permit fees will be decreased by 10% (Resolution #99-199, August 26, 1999). Plan check fees for all subdivision production, repeat units (*with a bona fide model home permit*) shall be \$70/unit (Resolution #2002-100, May 1, 2002). *Building Plan Review Fee's are subject to additional fees for third party review (cost recovery).*

CONNECTION FEES

PURPOSE: These fees represent a new connection's proportional share of existing capital facilities which will be used to provide service to the new connection.

APPLICABLE TO: All new projects, served by City water and wastewater.

	<u>FEE AMOUNT</u>
<input type="checkbox"/> WATER CONNECTION FEE	<i>see pages 18-19</i>

	<u>FEE AMOUNT</u>
<input type="checkbox"/> WASTEWATER CONNECTION FEE	<i>see pages 18-19</i>

NOTE: Water Connection Fee does not include water meter fees.

AUTHORITY: Local Ordinance

MISCELLANEOUS PERMIT FEES

SEPTIC TANK AND WELLS – Contact the County Health Department

DEMOLITION PERMITS - may be issued to the owner, licensed demolition contractor, or general contractor

who has contract to replace the building on the property. Permit fee is **\$194.00** per permit (*No plumbing permit required*). Must have San Diego Gas & Electric service removal information slip before issuance. See Demolition Permit Guideline #14.

The recycling of Construction and Demolition Debris to the maximum extent possible for all projects is required.

CHANGE OF OCCUPANCY INSPECTION - provide plot plan and indicate intended new use - **\$86.00** fee (Property owner's request.)

PLAN CHECK AND BUILDING PERMIT FEES/VALUATION MULTIPLIERS - Plan Check and Building Permit fees are based on the value of the proposed work. The Escondido Municipal Code requires that the Building Official make the determination of the value. It also requires that the value be the total value of all the construction work for which the permit is issued as well as all finish work, painting, roofing, electrical, plumbing, heating, air-conditioning, elevators, fire extinguishing systems and other permanent equipment.

Building Valuation Multipliers are updated periodically and may be adopted by each jurisdiction in San Diego County.

Actual construction cost estimates may be used in lieu of the multipliers only for additions and tenant improvements.

RESEARCH FEES – To cover City costs related to the research of records and documents - **\$86.00/hr.**

DEVELOPMENT FEES (Established By City Council)

Please refer to Page A1 for Important Fee information

PURPOSE: These fees reflect a development's proportionate share of improvements necessary to meet facility demands created by such development at established City service level standards.

FEE AMOUNT

TRAFFIC FEE (LOCAL)..... See schedule, page 17

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.

APPLICABLE TO: All new development projects.

AUTHORITY: Local Ordinance and Local Resolution No. 2019-152

FEE AMOUNT

PUBLIC FACILITY FEE
Residential - **\$4,969.99** / DU;
Commercial Retail - **\$2.25** / SF;
Industrial - **\$1.70** / SF
Primary Use Parking Structure - **\$0.61** / SF

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.)

APPLICABLE TO: All new development projects.

AUTHORITY: Local Resolution No. 2019-152

FEE AMOUNT

PARK FEE.....
Single-family dwelling - **\$6,986.29**/unit
Multi-family dwelling - **\$6,663.76**/unit

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.

APPLICABLE TO: Residential projects only.

AUTHORITY: Local Resolution No. 2019-152

FEE AMOUNT

DRAINAGE FACILITIES FEE
Single-family dwelling - **\$1,136.12**/unit
Multi-family dwelling - **\$469.22**/unit
All Other Uses - **\$0.73**/SF of roof area

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

APPLICABLE TO: All new development projects (unless a Storm Drain Basin Fee was previously paid).

AUTHORITY: Local Resolution No. 2019-152

FEE AMOUNT

REGION OF INFLUENCE
INFRASTRUCTURE DEPOSIT FEE **\$1,500** - single family dwelling

PURPOSE: To cover development's forecasted fair share costs of new infrastructure related to the impacts created by such development.

APPLICABLE TO: New single family dwelling units, on existing lots of record as of June 6, 1990, in the Region of Influence (see map, page 31).

AUTHORITY: Local Resolution No. 19-152

REGIONAL FEES

	<u>FEE AMOUNT</u>
<input type="checkbox"/> TRAFFIC FEE REGIONAL (RTCIP)	<u>Residential:</u> Single-family dwelling, \$2,635.50
	(see page 17 for other residential uses)

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

APPLICABLE TO: All new residential dwelling units.

AUTHORITY: Resolution No. 2019-152.

	<u>FEE AMOUNT</u>
<input type="checkbox"/> SAN DIEGO COUNTY WATER AUTHORITY (SDCWA) CAPACITY CHARGE	Based on water meter size (see page 18-19 & 33-34) (currently collected with <u>water meter</u> charges)

PURPOSE: Pass-thru fee to the SDCWA to finance capital improvements.

APPLICABLE TO: All new projects served by City water.

AUTHORITY: Local Ordinance.

STATE FEES

	<u>FEE AMOUNT</u>
<input type="checkbox"/> STRONG MOTION INSTRUMENTATION	
PROGRAM (SMIP) FEE	\$.50 MINIMUM
	.00013 x Building Valuation - Residential ≤ 3 stories
	.00028 x Building Valuation - Hotels, motels and all other buildings and structures
<u>PURPOSE:</u> Pass-thru fee to the state to finance monitoring and mapping programs for seismic activity.	
<u>APPLICABLE TO:</u> All building permits.	
<u>AUTHORITY:</u> State law - Public Resources Code Section 2705-2709.1 (1971)	
<input type="checkbox"/> GREEN BUILDING FEE	\$1 - 25,000 = \$1.00 fee (\$1.00 minimum)
	\$25,001 - 50,000 = \$2.00
	\$50,001 - 75,000 = \$3.00
	\$75,001 - 100,000 = \$4.00
	Every \$25,000 or fraction thereof above \$100,000 = add \$1

PURPOSE: Pass-thru fee to the State to finance Green Building Standards through the California Building Standards Commission (CBSC) with a portion retained locally for administering the program, education, enforcement and voluntary construction inspector certification.

APPLICABLE TO: All building permits.

AUTHORITY: SB1473 State law – Health & Safety Code, Division 13, Part 2.5. Sections 18931.6 & 18931.7

*Based on Building Valuation

OTHER FEES

FEE AMOUNT

ART IN PUBLIC PLACES (AIPP) FEE **\$0.30** per sq. ft. of building area (first 2000 sq. ft. exempt) (see page 16)

PURPOSE: To fund a program designed to promote the arts in public places. The program provides art education and experiences which enhance economic vitality, commemorates local values, history and progress, develops community pride and identity and improves the general welfare and quality of life in the city and is intended to mitigate adverse impacts to those resources and opportunities which are caused by new development.

APPLICABLE TO: All new projects.

FEE AMOUNT

CITYWIDE FACILITIES PLAN

REIMBURSEMENT FEE **\$58.00** per residential unit

PURPOSE: To provide a reimbursement fund for individual developers who advanced funds for the preparation of the Subarea Facilities Plans.

APPLICABLE TO: Residential only.

AUTHORITY: Local Resolution No. 94-173

FEE AMOUNT

MICROFILMING FEE **\$0.50** each - 8 1/2 x 11 sheets
\$2.00 each - larger sheets

PURPOSE: To cover City costs related to converting your approved project documents to permanent public records.

APPLICABLE TO: All new projects.

FEE AMOUNT

CATV FEE **\$1.00** per dwelling unit or mobilehome pad (\$10 min.)

PURPOSE: To cover City administrative and inspection costs related to new CATV systems.

APPLICABLE TO: Multifamily residential, including, but not limited to, apartments, duplex units, condos, townhouses and mobilehome parks.

AUTHORITY: Local Ordinances

SCHOOL FEES

School fees are applicable to all new projects and are payable to the school district prior to Building Permit issuance. See page 15 for additional information.

San Diego Area Chapter I.C.B.O. 2018 Valuation Multipliers

RESIDENTIAL

APARTMENT HOUSES/Condominium Bldgs.:

Type I-A or I-B	180.32
Type V or III (Masonry)	147.23
Type V-Wood Frame	135.65
Type I-Basement Garage	62.86

****DWELLINGS (single family & duplex):**

Type V-Adobe	201.82
Type V-Masonry	160.46
Type V-Wood Frame	152.19
Basements (Semi-finished)	38.05
Additions V-Wood Frame	181.97

PRIVATE GARAGES:

Wood Frame (Unfinished)	39.70
Wood Frame (Finished)	39.70
Masonry	46.32
Open Carports	28.12

COMMERCIAL/INDUSTRIAL

BANKS:

Type I-A or I-B	244.83
Type II-A	180.32
Type II-B	175.35
Type III-A	198.51
Type V-A	180.32
Type V-B	173.70

CHURCHES:

Type I-A or I-B	163.77
Type II-A	124.07
Type II-B	117.45
Type III-A	134.00
Type V-A	125.72
Type V-B	117.45

CONVALESCENT HOSPITALS:

Type I-A or I-B	229.94
Type II-A	160.46
Type III-A	163.77
Type V-A	153.85

FIRE STATIONS:

Type I-A or I-B	188.59
Type II-A	124.07
Type II-B	117.45
Type III-A	135.65
Type III-B	130.69
Type V-A	127.38
Type V-B	120.76

FITNESS CENTERS:

(same values as Office Buildings)

HOSPITALS:

Type I-A or I-B	269.65
Type III-A	223.33
Type V-A	213.40

HOTELS AND MOTELS:

Type I-A or I-B	167.08
Type III-A	145.58
Type III-B	137.30
Type V-A	125.72
Type V-B	124.07

INDUSTRIAL PLANTS:

Type I-A or I-B	94.29
Type II-A	66.17
Type II-B (stock)	61.21
Type III-A	72.79
Type III-B	67.82
Tilt-up	49.63
Type V-A	67.82
Type V-B	62.86

MEDICAL OFFICES:

Type I-A or I-B	198.51
Type II-A	152.19
Type II-B	145.58
Type III-A	165.43
Type III-B	153.85
Type V-A	148.88
Type V-B	143.92

OFFICES:

Type I-A or I-B	177.01
Type II-A	119.11
Type II-B	112.49
Type III-A	127.38
Type III-B	122.42
Type V-A	119.11
Type V-B	112.49

PUBLIC BUILDINGS:

Type I-A or I-B	203.47
Type II-A	165.43
Type II-B	158.81
Type III-A	172.04
Type III-B	165.43
Type V-A	157.16
Type V-B	152.19

PUBLIC GARAGES:

Type I-A or I-B	81.06
Type I or II Open Parking	61.21
Type II-B	46.32
Type III-A	61.21
Type III-B	54.59
Type V-A	56.25

RESTAURANTS:

Type III-A	162.12
Type III-B	155.50
Type V-A	147.23
Type V-B	142.47

SCHOOLS:

Type I-A or I-B	183.62
Type II-A	125.72
Type III-A	134.00
Type III-B	129.03
Type V-A	125.72
Type V-B	120.76

SERVICE STATIONS:

Type II-B	110.84
Type III-A	115.80
Type V-A	99.26
Pump Island Canopies	46.32

STORES:

Type I-A or I-B	135.65
Type II-A	82.71
Type II-B	81.06
Type III-A	100.91
Type III-B	95.95
Type V-A	86.02
Type V-B	79.40
Retail Garden Center	65.81

THEATERS:

Type I-A or I-B	181.97
Type III-A	132.34
Type III-B	125.72
Type V-A	124.07
Type V-B	117.45

WAREHOUSES*:

Type I-A or I-B	81.06
Type II-A	47.97
Type II-B	46.32
Type III-A	54.59
Type III-B	52.94
Type V-A	47.97
Type V-B	46.32

*(Deduct 11% for mini-warehouse)

EQUIPMENT

Air Conditioning (Comm.)	6.95
Air Conditioning (Res.)	5.79
Fire Sprinkler Systems	4.30
(Use to increase Val. for new construction)	

TENANT IMPROVEMENTS

***"H" Occupancies	69.48
***Stores, Offices, All Others	49.93

SHELL BUILDING: A shell building is defined as a building for which HVAC, lighting, suspended ceilings, plumbing and electrical systems, partition layouts and interior finish are not shown on the plans and for which separate tenant improvement plans will be submitted for plan check at a later date showing these items. Warehouses and industrial buildings shall not be considered shell buildings. The valuation for shell buildings shall be taken as 80 percent of the valuation for the completed building.

*Add 0.5% to the total cost for each story over three.

**For subdivisions with 10 or more single-family dwellings which have building permit issuances in groups of 10 or more, the production unit building permit fees will be decreased by 10%.

VALUATION MULTIPLIERS–ALTERATIONS (Applicable to existing structure with no addition of floor area)

Change in Occupancy or Change in Use: Example: Convert warehouse to office(s), change house to a restaurant, enclose porch, or convert garage, etc.

Use difference in valuation between existing use and new use.

No Change in Occupancy and No Additional Floor Area

Interior Partitions	\$79.40 per L.F.
Install Windows or Sliding Glass Doors	\$24.81 per S.F. of opening
Add Fireplace: Concrete or Masonry	\$5,326.74 each
Prefabricated Metal	\$3,621.19 each
Close Exterior Wall Openings	\$23.16 per S.F. of opening
Aluminum Siding	\$8.27 per S.F.

VALUATION MULTIPLIERS–MISCELLANEOUS (Applicable to both new construction & alterations)

	<u>VALUE PER S.F.</u>		<u>VALUE PER S.F.</u>
<u>Plastering:</u>			
Inside / Outside	4.96	<u>Spa</u> (in ground only)	10,908.24/spa
<u>Roofing:</u> (1 square = 100 sq. ft.)		<u>Pools</u>	
Built-up	201.82	Gunite	56.25
Composition / Fiberglass Shingles	188.59	Vinyl-lined pools (in ground only)	51.28
Wood Shingles / Shakes (Class C min)	448.31	Fiberglass	61.22
Aluminum Shingles	676.60	<u>Awnings and Canopies:</u> (Supported by Building)	
Clay Tile	567.41	Aluminum	31.43
Concrete Tile	479.74	Canvas	13.23
<u>Fences or Freestanding Wall:</u>		<u>Patios:</u>	
Wood & Chain-link	3.31	Wood Frame with Cover	13.23
Wood Frame with Stucco	8.27	Metal Frame with Cover	16.54
Wire	3.31	Wood Frame with Cover & Walls	18.20
Masonry	13.23	Metal Frame with Cover & Walls	21.51
Wrought Iron	8.27	Screen or Plastic Walls	4.96
<u>Balcony / Stairs / Walking Decks</u> (Wood)	21.51	<u>Agricultural:</u>	
<u>Stone-Brick Veneer</u>	13.23	Building	28.12
<u>Pile Foundations:</u>		Greenhouses (Horticulture)	8.27
Cast-in Place Concrete	34.74 per L.F.	<u>Retaining Walls</u> (Conc. or Masonry)	26.47
Steel & Pre-Cast	86.02 per L.F.		

SIGNS AND BILLBOARDS

		<u>Non-Illuminated</u>	<u>Illuminated</u>
ROOF, MONUMENT, POLE, BILLBOARD	1 Face	20.75/sq. ft.	34.00/sq. ft.
(Add support structure for pole and billboard.)	2 Face	29.50/sq. ft.	48.00/sq. ft.
WALL	1 Face	14.00/sq. ft.	29.50/sq. ft.
PROJECTING	1 Face	20.00/sq. ft.	41.50/sq. ft.
PROJECTING	2 Face	29.50/sq. ft.	48.00/sq. ft.
SUPPORTING STRUCTURE			
(Add to value of pole and billboard signs.)		48.00/lin. ft.	48.00/lin. ft.

TABLE NO. 3-A - BUILDING PERMIT FEES

TOTAL VALUATION	BUILDING PERMIT FEE
\$1.00 to \$500.00	\$20.68
\$501.00 to \$2,000.00	\$20.68 for the first \$500.00 plus \$2.68 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$60.93 for the first \$2,000.00 plus \$12.32 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$344.26 for the first \$25,000.00 plus \$8.89 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$566.43 for the first \$50,000.00 plus \$6.16 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$874.40 for the first \$100,000.00 plus \$4.93 for each additional \$1,000.00 or fraction thereof
\$500,001.00 to \$1,000,000.00	\$2,845.37 for the first \$500,000.00 plus \$4.18 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00.
\$1,000,001.00 and up	\$4,935.13 for the first \$1,000,000.00 plus \$2.77 for each additional \$1,000.00 or fraction thereof.

Other Inspections and Fees:

1. Inspections outside of normal business hours (minimum charge—two hours).....**\$86.00/hour***
2. Reinspection fees assessed under provisions of Section 305(h) **\$86.00/inspection**
3. Inspections for which no fee is specifically indicated (minimum charge—one-half hour)**\$86.00/hour***
4. Additional plan review required by changes, additions or revisions to approved plans (minimum charge—one-half hour)**\$86.00/hour***

*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

ESCONDIDO MUNICIPAL CODE - SECTION 6-16

PLAN CHECK FEES: Permit Fee (determined above) x 65%

SCHOOL FEES

November 2006

Government Code 65995 and Education Code 17620 permit School Districts to collect developer fees for residential buildings and commercial or industrial buildings. School fee payment forms are available at the City of Escondido Building Division. These forms must be signed by Building Division staff prior to payment of fees at the School District office. Validated receipts must be returned to the Building Division prior to issuance of Building Permit.

ESCONDIDO UNION SCHOOL DISTRICT
AND
ESCONDIDO UNION HIGH SCHOOL DISTRICT

For further information as to the amount of fees and school of residence for your project, please contact The Carilyn Gilbert Education Center, Facilities Department, 2310 Aldergrove Ave, Escondido, CA 92029, (760) 432-2382.

- Form of payment of these fees will be by cashier's check, official bank check or cash. These are the only forms of payment accepted. (Personal or business checks are not acceptable and cash must be in the exact amount. Change is not available at the education center office). Suggest applicant contact the Education Center for the most current information.
- Please contact the Education Center for Hours of collection.

ART IN PUBLIC PLACES FEE (PUBLIC ART)

Please refer to Page A1 for Important Fee information

All development projects, both residential and nonresidential, are subject to the payment of the Art Fee at Building Permit issuance.

In lieu of paying the fee, applicants are encouraged to place public art on their property following the Public Art Commission guidelines. Applicants interested in this approach should contact the Public Art Consultant, Susan Pollack, Community Services Department, at (760) 839-4331 in the early design stages of their projects.

The Art Fee is currently \$0.30/sq. ft. of building area, with the following exceptions:

1. Tenant improvements with no added building area.
2. The first 2000 sq. ft. of any structure. This exception shall not apply on an individual basis to structures which are part of a larger integrated complex (commercial, industrial and multi-family residential), but shall apply only to the first 2000 sq. ft. of the complex.
3. For a new SFD, the 2000 sq. ft. exemption shall apply to each detached structure.
4. Residential additions, patio covers, gazebos, etc. (except for work which results in an additional dwelling unit)

For additions to existing buildings, the following shall apply:

- If the existing building is 2,000 sq. ft. or greater, all of the new addition is subject to the fee.
- If the existing building is less than 2,000 sq. ft., add the area of the existing to the area of the new addition. That portion of the total over 2,000 sq. ft. is subject to the fee.

If this were part of an existing complex of buildings (commercial, industrial and multi-family residential) and one of the buildings was 2,000 sq. ft. or larger, exception #2 above would be utilized and the addition would be subject to fees for the full square footage.

For existing multi-building (commercial, industrial and multi-family residential) complexes in which a new building is being added, exception #2 would again be utilized with the 2,000 sq. ft. being applied to one of the existing buildings.

Authority: Resolution No. R2019-152

TRAFFIC FEES: Local/Regional (RTCIP) Fee Schedule

RESIDENTIAL (Fee Per Dwelling Unit)	REGIONAL (RTCIP) Traffic Fee	Local Traffic Fee
Single Family	\$ 2,635.50	\$ 4,191.77
Duplex	\$ 2,635.50	\$ 2,095.37
Triplex	\$ 2,635.50	\$ 2,095.37
Apartment	\$ 2,635.50	\$ 2,095.37
Senior Apartment	\$ 2,635.50	\$ 2,095.37
Condo/Townhouse	\$ 2,635.50	\$ 2,095.37
Mobilehome/Family	\$ 2,635.50	\$ 2,095.37
Mobilehome/Adult	\$ 2,635.50	\$ 2,095.37
Retirement Community	\$ 2,635.50	\$ 2,095.37

LODGING	Local Traffic Fee	Units Basis
Hotel (w/convention facilities/restaurant)	\$ 9.68	SF
Motel	\$ 9.68	SF
Resort Hotel	\$ 9.68	SF

COMMERCIAL/RETAIL	Local Traffic Fee	Units Basis
Grocery, discount/club store, specialty retail, lumber, hardware, garden, car sales, auto repair, day care, bowling center, theatre, health club	\$ 9.68	SF
Bank	\$ 16.13	SF
Sit down restaurant	\$ 14.51	SF
High turnover restaurant or deli	\$ 16.13	SF
Fast food/with or w/o drive-through	\$ 48.37	SF
Convenience market	\$ 32.52	SF
Convenience market with fueling	\$ 14,509.42	per Fueling Space
Car wash	\$ 72,545.01	each
Office (includes education)	\$ 3.22	SF
Medical/dental	\$ 5.64	SF
Hospital/care facility	\$ 4.03	SF
Industrial, business park, warehouse, storage, science research & development	\$ 2.42	SF
Church	\$ 1.45	SF

CONNECTION AND REGIONAL FEE SCHEDULE

RESIDENTIAL	WATER CONNECTION	WASTEWATER CONNECTION
Detached SFD	See schedule below (based on water	\$7,500
Attached Dwelling Units (Includes single family dwellings, town houses, condos, apartments, triplexes & duplexes)	meter size) ⁴	
Units with 3 or more bedrooms (per unit)	3,510 ⁴	7,500
Units with less than 3 bedrooms (per unit)	3,510 ⁴	5,625
Mobilehome (in mobilehome park).....	3,510 ⁴	5,625
Hotel (per room)		2,250
Motel (per room).....	See schedule below	2,925
Convalescent Home (per bed)	(based on water	938
Assisted Care Facility (per bed)	meter size)	1,875
R. V. Park (per space).....		1,875

	FEE PER SQ. FT.	
	WATER CONNECTION	*WASTEWATER CONNECTION
COMMERCIAL/INDUSTRIAL		
Retail.....	See schedule	\$1.28
Retail (<u>one tenant</u> over 10,000 sq. ft.).....	below (based on	.42
Office.....	water meter size) ⁴	1.28
Medical/Dental.....		3.00
Industrial.....		.63
Industrial (<u>one tenant</u> over 10,000 sq. ft.)42

*The minimum fee for new building construction is 1 EDU - \$7,500

WATER METER	WATER CONNECTION FEE	**SDCWA CAPACITY CHARGE	WATER METER DROP IN FEE SEE UTILITIES
3/4" meter	\$ 4,690	\$ 5,312	
1" meter	\$ 7,930	\$ 8,499	
1-1/2" meter	\$ 15,640	\$ 15,936	
2" meter	\$ 25,340	\$ 27,622	
3" meter	\$ 46,780	\$ 50,995	
4" meter	\$ 78,940	\$ 87,117	
6" meter	\$157,890	\$159,360	
8" meter	\$252,620	\$276,224	

NOTES:

1. For sewer lateral charges contact the Engineering Department at 839-4651.
2. For water meter charges contact the Finance Department, Utility Billing, at 839-4682.
3. One Wastewater (sewer) Connection Right = 1 EDU (Equivalent Dwelling Unit, 250 GPD) = \$7,500
 One Water Connection Right = 1 EDU (Equivalent Dwelling Unit, 750 GPD) = \$4,690
4. Based upon a common meter installation. If a separate meter is proposed for each dwelling unit,

- tenant, or business, connection fee is determined by the meter size.
5. SFD with domestic fire sprinklers usually require a minimum 1" meter with an approved RP device.
** Currently collected by Utilities with water meter charges and drop in fees.
 6. For more information on San Diego County Water Authority (SDCWA) Water Capacity Charges visit <https://www.sdcwa.org/capacity-charges>

CONNECTION AND REGIONAL FEE SCHEDULE

HIGH USE/SPECIAL USE (Fee Per Seat unless otherwise noted)

	<u>WATER CONNECTION</u>	<u>*WASTEWATER CONNECTION</u>
Full Service Restaurant.....		\$436.00
Family Restaurant.....		391.00
Cafe.....		329.00
Specialty Restaurant (china service)		256.00
Pizza (paper service)		211.00
Deli		211.00
Fast Food (paper service)		540.00
Donut/Ice Cream/Specialty Shops.....		256.00
Bars/Pubs/Lounges		436.00
Theaters		45.00
Assembly: General.....		45.00
Church/Sanctuary.....		15.00
Day Care/School (no cafeteria or gym).		346.00/student
Day Care, School with Gym>Showers...		495.00/student
Supermarket.....		0.87/sq. ft.
Convenience Market		1.70 /sq. ft.
Convenience Market (with Deli).....		2.11/sq. ft.
Laundry for Apts./Condos		-0-
<u>INTENSIVE USE EXAMPLES:</u>		
Laundry.....		5,371.00/machine ³
Car Wash:		
Self-Serve		17,129.00/bay
Automatic		157,618.00/site

* The minimum fee for new building construction is 1 EDU - \$7,500

NOTE:

1. High or Intensive use facilities not listed, such as breweries, will be determined on an individual basis.
2. Car wash fees may be adjusted if a recycle system is installed.
3. Calculation of fees for Laundromats based on EDU's in addition to per-machine rate.

Example #1 – “DETACHED” SINGLE-FAMILY DWELLING

Project Description/Data:	Project Valuation:	
2,600 sq. ft., 3 bedroom house (w/Fire Sprinklers, City Ord. & A/C)	2,600 sq. ft. x (152.19+4.30+5.79) =	\$421,928.00
600 sq. ft. garage	600 sq. ft. x (\$39.70 + \$4.30) =	\$26,400.00
(Applies to individual detached SFD's on a single lot or parcel and one-lot condos w/detached SFD's)	Valuation =	<u>\$448,328.00</u>

<u>Fees Due at Time of Building Plan Check Submittal:</u>	
Plan Check Fee	\$ 2,012.54
State Energy Regulation Plan Check Surcharge Fee	\$ 337.35
Planning Division - Building Plan Review Fee	\$ 555.66
Fire Department - Building Plan Review Fee	\$ 150.00

<u>Fees Due at Time of Building Permit Issuance:</u>	
Building Permit Fee	\$ 3,096.22
State Energy Regulation Inspection Surcharge Fee	\$ 518.99
Water Connection Fee <i>(based on a minimum 1" meter for fire sprinklers)</i>	\$ 7,930.00
Wastewater Connection Fee	\$ 7,500.00
Traffic-Fee Regional <i>(RTCIP)</i>	\$ 2,583.82
Traffic-Fee Local	\$ 4,191.77
Public Facility Fee	\$ 4,969.99
Park Fee	\$ 6,986.29
Drainage Facilities Fee	\$ 1,136.12
Region of Influence Infrastructure Deposit Fee <i>(if in Region of Influence)</i>	\$ 1,500.00
SMIP Fee	\$ 58.28
GREEN BUILDING FEE <i>(California State Fee)</i>	\$ 17.93
Art in Public Places Fee	\$ 180.00
Citywide Facilities Plan Reimbursement Fee	\$ 58.00
Microfilming Fee <i>(estimate for paper plan submittal)</i>	\$ 25.00
Mechanical, Electrical, Plumbing Issuance Fee	\$ 90.00
Fire Department – Inspection Fee	\$ 150.00
School Fees <i>(School District)</i>	-----
SDCWA Capacity Charge <i>(based on 1" water meter. Paid at time of meter purchase)</i>	\$ 8,499.00

TOTAL FEES	\$52, 546.96
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NOTE: This is only an estimate. Exact fees can only be determined for a specific project in a specific location in the city.
FINAL PROJECT FEES ARE THOSE FEES IN EFFECT AT THE TIME OF PERMIT ISSUANCE.

EXAMPLE #2 – Duplex

Project Description/Data:	Project Valuation:
Duplex - 2 units @ 1,100 sq. ft. each, 2 bedroom, 2 bath (w/Fire Sprinklers, City Ord. & A/C)	2,200 sq. ft. x (\$152.19 + \$4.30 + \$5.79) = \$ 357,016.00
800 sq. ft. garage	800 sq. ft. x (\$39.70 + \$4.30) = \$ 35,200.00
	Valuation = \$ 392,216.00

<u>Fees Due at Time of Building Plan Check Submittal:</u>	
Plan Check Fee	\$ 1,507.28
State Energy Regulation Plan Check Surcharge Fee	\$ 301.46
Planning Division - Building Plan Review Fee	\$ 555.66
Fire Department - Building Plan Review Fee	\$ 246.00

<u>Fees Due at Time of Building Permit Issuance:</u>	
Building Permit Fee	\$ 2,318.89
State Energy Regulation Inspection Surcharge Fee	\$ 463.78
Water Connection Fee (\$3510 x 2)	\$ 7,020.00
Wastewater Connection Fee (\$5625 x 2)	\$ 11,250.00
Traffic-Fee Regional (\$2583.82 x 2)	\$ 5,167.64
Traffic-Fee Local (\$2,095.37 x 2)	\$ 4,190.74
Public Facility Fee (\$4,969.99 x 2)	\$ 9,939.98
Park Fee (\$6,663.76 x 2)	\$ 13,327.52
Drainage Facilities Fee (\$469.22 x 2)	\$ 938.44
SMIP Fee	\$ 50.99
GREEN BUILDING FEE (California State Fee)	\$ 15.69
Art in Public Places Fee	\$ 60.00
Citywide Facilities Plan Reimbursement Fee (\$58 x 2)	\$ 116.00
Microfilming Fee (estimate for paper plan submittals)	\$ 25.00
Mechanical, Electrical, Plumbing Issuance Fee	\$ 90.00
Fire Department – Inspection Fee	\$ 150.00
CATV Fee	\$ 10.00
School Fees (School District)	-----
SDCWA Capacity Charge (based on 1" water meter. Paid at time of meter purchase)	\$ 8,499.00

TOTAL FEES	\$ 66,244.07
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NOTE: This is only an estimate. Exact fees can only be determined for a specific project in a specific location in the city.
FINAL PROJECT FEES ARE THOSE FEES IN EFFECT AT THE TIME OF PERMIT ISSUANCE.

EXAMPLE #3 - APARTMENT BUILDING

Project Description/Data:	Project Valuation:
6 unit apartment building - 850 sq. ft./unit - 2 bedroom, 1 bath,	850 sq. ft. x 6 x (\$135.65+\$4.30+\$5.79) = \$ 743,274.00
(w/AC & Fire Sprinklers), 1,200 sq. ft. attached carport	1,200 sq. ft. x \$28.12 = \$ 33,744.00
	Valuation = \$ 777,018.00

<u>Fees Due at Time of Building Plan Check Submittal:</u>	
Plan Check Fee	\$ 2,604.82
State Disabled Access Regulation Plan Check Surcharge Fee	\$ 260.48
State Energy Regulation Plan Check Surcharge Fee	\$ 520.96
Planning Division - Building Plan Review Fee	\$ 1,366.00
Fire Department - Building Plan Review Fee	\$ 246.00

<u>Fees Due at Time of Building Permit Issuance:</u>	
Building Permit Fee	\$ 4,007.41
State Disabled Access Regulation Inspection Surcharge Fee	\$ 400.74
State Energy Regulation Inspection Surcharge Fee	\$ 801.48
Water Connection Fee (\$3,510 x 6)	\$ 21,060.00
Wastewater Connection Fee (\$5,625 x 6)	\$ 33,750.00
Traffic Fee-Regional (RTCIP) (\$2,583.82 x 6)	\$ 15,502.92
Traffic Fee-Local (\$2,095.37 x 6)	\$ 12,572.22
Public Facility Fee (\$4,969.99 x 6)	\$ 29,819.94
Park Fee (\$6,663.76 x 6)	\$ 39,982.56
Drainage Facilities Fee (\$469.22 x 6)	\$ 2,815.32
SMIP Fee	\$ 101.01
GREEN BUILDING FEE (California State Fee)	\$ 31.08
Art in Public Places Fee	\$ 930.00
Citywide Facilities Plan Reimbursement Fee (\$58 x 6)	\$ 348.00
Microfilming Fee (estimate if paper plan submittal)	\$ 75.00
Mechanical, Electrical, Plumbing Issuance Fee	\$ 90.00
Fire Department – Inspection Fee	\$ 150.00
CATV Fee	\$ 10.00
School Fees (School District)	-----
SDCWA Capacity Charge (based on 1 1/2" water meter. Paid at time of meter purchase)	\$ 15,936.00

TOTAL FEES \$183,381.94

NOTE: This is only an estimate. Exact fees can only be determined for a specific project in a specific location in the city.
FINAL PROJECT FEES ARE THOSE FEES IN EFFECT AT THE TIME OF PERMIT ISSUANCE.

EXAMPLE #4 – Condominium Project

Project Description/Data:	Project Valuation:
32 unit condominium project	
-8 buildings/4 units each building @ 1,200 sq. ft./unit	1,200 sq. ft. x 4 x (135.65+4.30+5.79) = \$ 699,552.00
-400 sq. ft. per unit attached garages (3 bedrooms/2 baths per unit)	400 sq. ft. x 4 x (\$39.70 + \$4.30) = \$ 704,000.00
	Valuation per Building = \$ 769,952.00
	Total Project Valuation (bldg. valuation x 8) = \$ 6,159,616.00

<u>Fees Due at Time of Building Plan Check Submittal:</u>	
Plan Check Fee	\$ 12,498.41
State Disabled Access Regulation Plan Check Surcharge Fee	\$ 1,249.84
State Energy Regulation Plan Check Surcharge Fee	\$ 2,499.68
Planning Division - Building Plan Review Fee	\$ 1,366.00
Fire Department - Building Plan Review Fee (\$284 x 8)	\$ 2,272.00

<u>Fees Due at Time of Building Permit Issuance:</u>	
Building Permit Fee	\$ 19,228.33
State Disabled Access Regulation Inspection Surcharge Fee	\$ 1,922.83
State Energy Regulation Inspection Surcharge Fee	\$ 3,845.67
Water Connection Fee (\$3510 x 32)	\$ 112,320.00
Wastewater Connection Fee (\$7500 x 32)	\$ 240,000.00
Traffic-Fee Regional RTCIP (\$2,583.82 x 32)	\$ 82,682.24
Traffic-Fee Local (\$2,095.37 x 32)	\$ 67,051.84
Public Facility Fee (\$4,969.99 x 32)	\$ 159,039.68
Park Fee (\$6,663.76 x 32)	\$ 213,240.32
Drainage Facilities Fee (\$469.22 x 32)	\$ 15,015.04
SMIP Fee	\$ 800.75
GREEN BUILDING FEE (California State Fee)	\$ 246.38
Art in Public Places Fee (38,400 sq. ft – 2,000 * \$0.30)	\$ 10,920.00
Citywide Facilities Plan Reimbursement Fee (\$58 x 32)	\$ 1,856.00
Microfilming Fee (estimate if paper plan submittal)	\$ 150.00
Mechanical, Electrical, Plumbing Issuance Fee	\$ 90.00
Fire Department – Inspection Fee	\$ 150.00
CATV Fee	\$ 32.00
School Fees (School District)	-----
SDCWA Capacity Charge (based on 3/4" water meter. Paid at time of meter purchase)	\$ 5,312.00

TOTAL FEES \$953,789.01

NOTE: This is only an estimate. Exact fees can only be determined for a specific project in a specific location in the city.
FINAL PROJECT FEES ARE THOSE FEES IN EFFECT AT THE TIME OF PERMIT ISSUANCE.

EXAMPLE #5 – Industrial Building

Project Description/Data:	Project Valuation:
4,000 sq. ft. industrial building (manufacturing/assembly)	4,000 sq. ft. x \$67.82 = \$ 271,280.00
	Valuation = \$ 271,280.00

<u>Fees Due at Time of Building Plan Check Submittal:</u>	
Plan Check Fee	\$ 1,119.53
State Disabled Access Regulation Plan Check Surcharge Fee	\$ 111.95
State Energy Regulation Plan Check Surcharge Fee	\$ 223.91
Planning Division - Building Plan Review Fee	\$ 1,366.00
Fire Department - Building Plan Review Fee	\$ 246.00

<u>Fees Due at Time of Building Permit Issuance:</u>	
Building Permit Fee	\$ 1,755.36
State Disabled Access Regulation Inspection Surcharge Fee	\$ 172.24
State Energy Regulation Inspection Surcharge Fee	\$ 344.47
Water Connection Fee (based on 3/4" meter)	\$ 4,690.00
Wastewater Connection Fee (minimum 1 EDU)	\$ 7,500.00
Traffic-Fee Local (\$2.42 x 4,000 sq. ft.)	\$ 9,680.00
Public Facility Fee (\$1.70 x 4,000 sq. ft.)	\$ 6,800.00
Drainage Facilities Fee (\$0.73 x 4,000 roof area)	\$ 2,920.00
SMIP Fee	\$ 56.97
GREEN BUILDING FEE (California State Fee)	\$ 10.85
Art in Public Places Fee	\$ 600.00
Microfilming Fee (estimate if paper plan submittal)	\$ 75.00
Mechanical, Electrical, Plumbing Issuance Fee	\$ 90.00
Fire Department – Inspection Fee	\$ 150.00
School Fees (School District)	-----
SDCWA Capacity Charge (based on 3/4" water meter. Paid at time of meter purchase)	\$ 5,312.00

TOTAL FEES	\$ 43,224.28
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NOTE: This is only an estimate. Exact fees can only be determined for a specific project in a specific location in the city.
FINAL PROJECT FEES ARE THOSE FEES IN EFFECT AT THE TIME OF PERMIT ISSUANCE.

EXAMPLE #6 - OFFICE BUILDING

Project Description/Data:	Project Valuation:
5,000 sq. ft. office building (w/ A/C)	5,000 sq. ft. x (\$112.49 +\$6.95) = Valuation =
	\$ 597,200.00 \$ 597,200.00

Fees Due at Time of Building Plan Check Submittal:	
Plan Check Fee	\$ 2,115.76
State Disabled Access Regulation Plan Check Surcharge Fee	\$ 211.58
State Energy Regulation Plan Check Surcharge Fee	\$ 423.15
Planning Division - Building Plan Review Fee	\$ 1,366.00
Fire Department - Building Plan Review Fee	\$ 246.00

Fees Due at Time of Building Permit Issuance:	
Building Permit Fee	\$ 3,255.01
State Disabled Access Regulation Inspection Surcharge Fee	\$ 325.50
State Energy Regulation Inspection Surcharge Fee	\$ 651.00
Water Connection Fee (based on 1" meter)	\$ 7,930.00
Wastewater Connection Fee (1 EDU minimum)	\$ 7,500.00
Traffic Fee (\$3.22 x 5,000 sq. ft.)	\$ 16,100.00
Public Facility Fee (\$2.25 x 5,000 sq. ft.)	\$ 11,250.00
Drainage Facilities Fee (\$0.73 x 5,000 roof area)	\$ 3,650.00
SMIP Fee	\$ 125.41
GREEN BUILDING FEE (California State Fee)	\$ 23.89
Art in Public Places Fee (5,000 sq. ft. – 2,000 sq. ft. x \$0.30)	\$ 900.00
Microfilming Fee (estimate if paper plan submittal)	\$ 75.00
Mechanical, Electrical, Plumbing Issuance Fee	\$ 90.00
Fire Department – Inspection Fee	\$ 150.00
School Fees (School District)	-----
SDCWA Capacity Charge (based on 1" water meter. Paid at time of meter purchase)	\$ 8,499.00

TOTAL FEES	\$ 64,887.30
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NOTE: This is only an estimate. Exact fees can only be determined for a specific project in a specific location in the city.
FINAL PROJECT FEES ARE THOSE FEES IN EFFECT AT THE TIME OF PERMIT ISSUANCE.

EXAMPLE #7 – Medical / Dental Office Building

Project Description/Data:	Project Valuation:
4,000 sq. ft. Medical / Dental Office Building	4,000 sq. ft. x (\$143.92 + \$6.95) = \$ 603,480.00
	Valuation = \$ 603,480.00

<u>Fees Due at Time of Building Plan Check Submittal:</u>	
Plan Check Fee	\$ 2,132.06
State Disabled Access Regulation Plan Check Surcharge Fee	\$ 213.21
State Energy Regulation Plan Check Surcharge Fee	\$ 426.41
Planning Division - Building Plan Review Fee	\$ 1,366.00
Fire Department - Building Plan Review Fee	\$ 246.00

<u>Fees Due at Time of Building Permit Issuance:</u>	
Building Permit Fee	\$ 3,280.09
State Disabled Access Regulation Inspection Surcharge Fee	\$ 328.01
State Energy Regulation Inspection Surcharge Fee	\$ 656.02
Water Connection Fee <i>(based on 1" meter)</i>	\$ 7,930.00
Wastewater Connection Fee (\$3 x 4,000 sq. ft.)	\$ 12,000.00
Traffic-Fee Local (\$5.64 x 4,000 sq. ft.)	\$ 22,560.00
Public Facility Fee (\$2.25 x 4,000 sq. ft.)	\$ 9,000.00
Drainage Facilities Fee (\$0.73 x 4,000 roof area)	\$ 2,920.00
SMIP Fee	\$ 126.73
GREEN BUILDING FEE <i>(California State Fee)</i>	\$ 24.14
Art in Public Places Fee	\$ 600.00
Microfilming Fee <i>(estimate if paper plan submittal)</i>	\$ 75.00
Mechanical, Electrical, Plumbing Issuance Fee	\$ 90.00
Fire Department – Inspection Fee	\$ 150.00
School Fees <i>(School District)</i>	-----
SDCWA Capacity Charge <i>(based on 1" water meter. Paid at time of meter purchase)</i>	\$ 8,499.00

TOTAL FEES	\$ 72,622.67
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NOTE: *This is only an estimate.* Exact fees can only be determined for a specific project in a specific location in the city.
FINAL PROJECT FEES ARE THOSE FEES IN EFFECT AT THE TIME OF PERMIT ISSUANCE.

EXAMPLE #8 – Industrial Building Addition

Project Description/Data:	Project Valuation:
1,000 sq. ft. ADDITION to an existing 8,000 sq. ft. building	1,000 sq. ft. x (\$62.86 + \$6.95) = \$ 69,810.00
<i>*Development fees apply to the added building only</i>	Valuation = \$ 69,810.00

Fees Due at Time of Building Plan Check Submittal:	
Plan Check Fee	\$ 448.26
State Disabled Access Regulation Plan Check Surcharge Fee	\$ 44.83
State Energy Regulation Plan Check Surcharge Fee	\$ 89.65
Planning Division - Building Plan Review Fee	\$ 1,366.00
Fire Department - Building Plan Review Fee	\$ 246.00

Fees Due at Time of Building Permit Issuance:	
Building Permit Fee	\$ 689.63
State Disabled Access Regulation Inspection Surcharge Fee	\$ 68.96
State Energy Regulation Inspection Surcharge Fee	\$ 137.93
Water Connection Fee <i>(no increase in meter size)</i>	-----
Wastewater Connection Fee (\$2.37 x 1,000 sq. ft.)	\$ 2,370.00
Traffic-Fee Local (\$2.42 x 1,000 sq. ft.)	\$ 2,420.00
Public Facility Fee (\$1.70 x 1,000 sq. ft.)	\$ 1,700.00
Drainage Facilities Fee (\$0.73 x 1,000 roof area)	\$ 730.00
SMIP Fee	\$ 14.66
GREEN BUILDING FEE <i>(California State Fee)</i>	\$ 2.79
Art in Public Places Fee	-----
Microfilming Fee <i>(estimate)</i>	\$ 25.00
Mechanical, Electrical, Plumbing Issuance Fee	\$ 90.00
Fire Department – Inspection Fee	\$ 150.00
School Fees <i>(School District)</i>	-----
SDCWA Capacity Charge <i>(no increase in meter size)</i>	-----

TOTAL FEES	\$10,593.71
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EXAMPLE #9 - TENANT IMPROVEMENT

Project Description/Data:	Project Valuation:
60 seat pizza restaurant in existing 1,800 sq. ft. retail tenant space <i>(Fee Incentive - see pages 4)</i>	1,800 sq. ft. x \$69.48/sq. ft. <i>Valuation = \$125,064</i>

<u>Fees Due at Time of Building Plan Check Submittal:</u>	
Plan Check Fee	\$ 651.68
State Disabled Access Regulation Plan Check Surcharge Fee	\$ 65.17
State Energy Regulation Plan Check Surcharge Fee	\$ 130.34
Planning Division - Building Plan Review Fee	\$ 412.00
Fire Department - Building Plan Review Fee	\$ 246.00

<u>Fees Due at Time of Building Permit Issuance:</u>	
Building Permit Fee	\$ 1,002.58
State Disabled Access Regulation Inspection Surcharge Fee	\$ 100.26
State Energy Regulation Inspection Surcharge Fee	\$ 200.52
Water Connection Fee <i>(no increase in water meter or sewer line sizes)</i>	-----
Wastewater Connection Fee <i>(no increase in water meter or sewer line sizes)</i>	-----
Traffic Fee - Regional (RTCIP) <i>(no added parking)</i>	-----
Traffic Fee - Local <i>(no added parking)</i>	-----
SMIP Fee	\$ 26.27
GREEN BUILDING FEE <i>(California State Fee)</i>	\$ 5.00
Microfilming Fee <i>(estimate if paper plan submittal)</i>	\$ 5.00
Mechanical, Electrical, Plumbing Issuance Fee	\$ 90.00
Fire Department – Inspection Fee	\$ 150.00
School Fees <i>(School District)</i>	-----
SDCWA Capacity Charge <i>(no increase in water meter size)</i>	-----

	TOTAL FEES: \$ 2,988.82
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Fee Worksheet

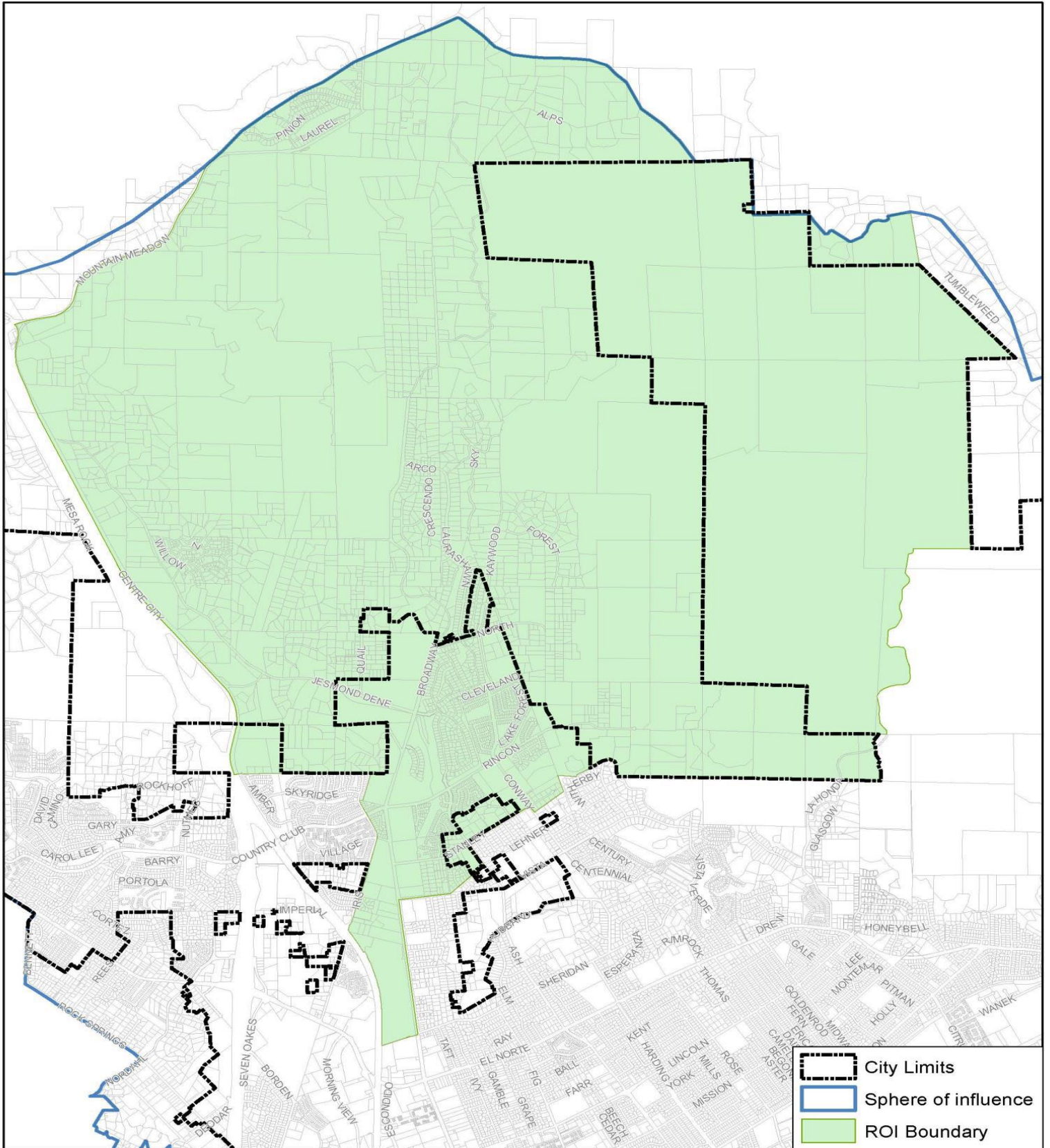
Project Description/Data:	Project Valuation:

<u>Fees Due at Time of Building Plan Check Submittal:</u>
Plan Check Fee (see "Processing Fees" on Page 7)
State Disabled Access Regulation Plan Check Surcharge Fee (see Page 7)
State Energy Regulation Plan Check Surcharge Fee (see Page 7)
Planning Division - Building Plan Review Fee (see Page 7)
Fire Department - Building Plan Review Fee (see Page 7)

<u>Fees Due at Time of Building Permit Issuance:</u>
Building Permit Fee (see page 14)
State Disabled Access Regulation Inspection Surcharge Fee (see Page 7)
State Energy Regulation Inspection Surcharge Fee (see Page 7)
Water Connection Fee (see "Connection and Regional Fee Schedule" on pages 18-19)
Wastewater Connection Fee (see "Connection and Regional Fee Schedule" on pages 18-19)
Traffic Fee - Regional (RTCIP) (see "Regional Fees" on pages 10 & 17)
Traffic Fee - Local (see "Traffic Fee Schedule" on page 17)
Public Facility Fee (see "Development Fees" on page 9)
Park Fee (see "Development Fees" on page 9)
Drainage Facilities Fee (see "Development Fees" on page 9)
Region of Influence Infrastructure Deposit Fee - if in Region of Influence (see page 9)
SMIP Fee (see "State Fees" on page 10)
CA State Green Building Fee (see "State Fees" on page 10)
Art in Public Places Fee (see "Other City Fees" on page 11)
Citywide Facilities Plan Reimbursement Fee (see "Other City Fees" on page 11)
Microfilming Fee (see "Other Fees" on page 11)
CATV Fee (see "Other Fees" on page 11)
School Fees (see "Other Fees" on page 11)
SDCWA Capacity Charge (see "Connection and Regional Fee Schedule" on pages 18-19)

TOTAL FEES: \$ _____

NOTE: Exact fees can only be determined for a specific project in a specific location in the city.
FINAL PROJECT FEES ARE THOSE FEES IN EFFECT AT THE TIME OF PERMIT ISSUANCE.



Region Of Influence



San Diego County Water Authority

CAPACITY CHARGE

WHO

The San Diego County Water Authority (the "Authority") was organized on June 9, 1944 for the primary purpose of importing water from the Colorado River to San Diego to augment local water supplies. The Water Authority's service area encompasses 920,472 acres (1,438 square miles). It consists of six cities, 16 special districts, one federal agency (Camp Pendleton Military Reservation), and a member of the County of San Diego Board of Supervisors also serves as a representative to the Water Authority Board of Directors. It is governed by a 34-member Water Authority Board of Directors representing the member agencies. The primary function of the Water Authority is to develop, store and transport water for use by its member agencies for delivery to each residence and business. The Water Authority supplies up to 90% of the water used within the County.

WHAT

On May 26, 2005, the Board of Directors of the Water Authority adopted Ordinance No. 2005-03. This ordinance fixes Capacity Charges on all meters purchased on or after **August 1, 2005**, within the boundaries of the Water Authority.

The System Capacity Charge for a meter size of one (1) inch or greater shall be the basic charge of \$3,985 multiplied by a **Factor** that is based upon additional meter capacity:

The **System Capacity Charge** is the cost for the conveyance and storage facilities necessary to operate the delivery system.

The **Water Treatment Capacity Charge** is the cost for the connection to the 50-mgd (million gallons per day) regional water treatment facility. The Water Treatment Capacity Charge is an additional charge of \$153 for each new meter of a size less than one inch and a corresponding increase for larger meters. The **Water Treatment Capacity Charge excludes customers from the City of Escondido**, the member agency whose jurisdiction cannot be serviced by the 50-mgd regional water treatment facility.

The member agency shall determine the size of the water meter to serve any property within its jurisdiction.

In the event an agency calculates the water demand by the Equivalent Dwelling Unit ("EDU") method, the Water Authority's System Capacity Charge and Water Treatment Capacity Charge will be collected based on the size of meter actually installed to meet flow demand.

WHY

The assessment of the System Capacity Charge and Water Treatment Capacity Charge on new development is a part of the overall Long Range Financing Plan to fund the Capital Improvement Program. The other major revenue sources are water rates, infrastructure access charges, property taxes and the water standby availability charges.

The System Capacity Charge and Water Treatment Capacity Charge represent a reasonable basis for recovery of costs associated with providing service to new connections in the Water Authority's service area through each member agency. Each member agency's rules and regulations governing the establishment of new or expanded services within its service area will be applicable to the collection of the System Capacity Charge and Water Treatment Capacity Charge for the Water Authority.

WHERE

The Water Authority's System Capacity Charge and Water Treatment Capacity Charge are to be collected from new or expanded water service on all lands within the boundaries of the Water Authority to which water is made available by the Water Authority.

The implementation of the System Capacity Charge and Water Treatment Capacity Charge is discussed in detail in Ordinance No. 2005-03, adopted on May 26, 2005. A copy of this document may be obtained from your water agency or from the San Diego County Water Authority, 4677 Overland Avenue, San Diego, CA 92123.

WHEN

Ordinance 90-2 was adopted by the Water Authority's Board of Directors with an effective date of October 1, 1990, with the provision to periodically review the rate based upon changes in the Water Authority's Capital Improvement Program. All meters for new or expanded service on or after that date are subject to Capacity Charges. The charges are collected by member agencies at the time they process and collect charges imposed by their rules and regulations for new or expanded water service. Rate adjustment, which established the current rates, was approved by the Water Authority's Board of Directors on November 30, 2006, with an effective date of January 1, 2007. Rates will increase on January 1, 2007.

FOR FURTHER INFORMATION

If you have questions that have not been answered by this fact sheet, please contact:

Finance Department
San Diego County Water Authority
4677 Overland Avenue
San Diego, CA 92123

(858) 522-6673

Please visit the website at www.sdcwa.org for current information



STAFF REPORT

March 2, 2022
File Number 0120-10

SUBJECT

RECOMMENDED REDISTRICTING PLAN OF THE ESCONDIDO INDEPENDENT REDISTRICTING COMMISSION

DEPARTMENT

City Clerk's Office

RECOMMENDATION

Request the City Council receive and file a report on the Recommended Redistricting Plan.

Staff Recommendation: Receive and File (City Clerk's Office: Zack Beck)

Presenter: Zack Beck

FISCAL ANALYSIS

None.

PREVIOUS ACTION

In 2013, the City of Escondido ("City") formed an Independent Districting Commission ("Commission") which was vested with authority to develop an initial district-based plan for future City Council elections. It was composed of seven members, appointed by a Selection Panel of three retired judges residing in San Diego County.

The Consent Decree entered in San Diego Superior Court Case No. 37-2011-00060480 ("Consent Decree") established the guidelines and criteria for districting of the City. Pursuant to the Consent Decree, the Selection Panel appointed Commission members who provided racial, geographic, social and ethnic diversity; had a high degree of competency to carry out the responsibilities of the Commission; and a demonstrated capacity to serve with impartiality.

With the assistance of an expert consultant, the Commission adopted plans that divided the City into four Council districts. The City Council approved the district boundaries on December 4, 2013, and by Ordinance No. 2013-17 to be used in the 2014, 2016, 2018, and 2020 General Elections.

Elections for the City's four City Council members are conducted under a district-based method in which the four City Council members are elected from four districts and the Mayor is elected at-large.



CITY of ESCONDIDO

STAFF REPORT

Pursuant to the Consent Decree dated April 19, 2013, the City shall be redistricted at least once every ten years, but no later than 120 days before the next City Council election after the national decennial census is released. If the next City Council election is within 180 days of the day the national decennial census data is released, redistricting shall be completed no later than 120 days before the following Council election.

The City shall establish a seven-member Independent Redistricting Commission which shall be vested with authority to develop an initial district-based plan for future City Council elections. To establish a truly Independent redistricting or Redistricting Commission, the selection process must be free of political influence and must be reasonably representative of the City's diversity. Members of the Commission shall be appointed by a panel of three retired judges residing in San Diego County "Selection Panel".

The City solicited applications for members of the public to serve on the Independent Redistricting Commission from June 15, 2020 to July 31, 2020. Twenty candidates applied. Per Consent Decree guidelines, the City Clerk removed from the pool any individual who was not a qualified elector in the City or who, within ten years preceding the date of application:

- Was a candidate for local, federal, or California state office.
- Was a paid employee or paid consultant of the campaign for a California political candidate or for a California political committee as defined by federal or state law.
- Was an official or paid employee of any California political party organization.
- Made monetary contributions to California political campaigns or political parties that exceed a total of \$5,000 during a two-year period, which amount shall be adjusted consistent with the consumer price index in future years.
- Is currently a candidate for local, federal, or California state office.

On August 31, 2020, the City Manager compiled a list of retired judges willing to serve on the Redistricting Selection Panel and residing in San Diego County, per Consent Decree guidelines. The following judges were appointed to the Selection Panel:

- Hon. Irma Gonzalez
- Hon. William Pate
- Hon. William Howatt, Jr.

On November 18, 2021, the Selection Panel appointed the following candidates to the Independent Redistricting Commission:



CITY of ESCONDIDO

STAFF REPORT

- Robert Case
- Carolyn Clemens
- Amy Dao Doan
- Kristy Jurgensen
- Xochitl Reyes
- Mariela Saldana

On January 6, 2021, the Commission held its first meeting. The Commission appointed Robert Case as Chair and Kristy Jurgensen as Vice Chair. The Commission agreed to set a budget in the amount of \$200,000 and submit it to the City Council for approval. On January 27, 2021, the City Council approved the budget.

The Commission met on February 2, 2021 and selected Karin MacDonald (Q2 Data) to serve as the Redistricting Commission demographer through the redistricting process. Ms. MacDonald previously served as the demographer for the initial City of Escondido Independent Districting Commission in 2013.

On May 4, 2021, the Commission met to establish public outreach goals and set a tentative timeline for holding future public hearings where map drawing will take place following the release of Census data.

On July 12, 2021, the Commission held a workshop on the redistricting process. On August 23, 2021, the Independent Redistricting Commission received an update on Census Legacy Data. On September 13, 2021, the Independent Redistricting Commission adopted a communication disclosure policy for all commissioners.

The Commission met on September 27, 2021 to approve a public outreach plan. On October 25, 2021, the Independent Redistricting Commission reviewed the budget. On November 29, 2021, the Independent Redistricting Commission approved a \$17,500 budget adjustment request for to fund additional public outreach.

BACKGROUND

The Commission adhered to the procedural and substantive requirements set forth in the Consent Decree in developing and adopting the Recommended Redistricting Plan. The plan provides fair and effective representation for all citizens of the City, including racial, ethnic, and language minorities, and is in conformance with the requirements of the United States and California Constitutions, and with federal and state statutes.



CITY of ESCONDIDO

STAFF REPORT

The new district boundaries comply with the United States Constitution, including containing reasonably equal population; comply with the federal Voting Rights Act; are geographically contiguous and drawn to encourage geographic compactness; are drawn with respect for geographic integrity of any neighborhood and any community of interest, including racial, ethnic, and language minorities; and were not drawn for the purpose of favoring or discriminating against an incumbent, political candidate, or political party.

The Commission's decisions were governed by federal and state legal requirements as well as criteria specific to Escondido. The United States Constitution requires districts contain roughly equal population and it and the federal Voting Rights Act ("VRA") prohibit racial discrimination. The federal VRA also prohibits discrimination because of language minority status, in addition to practices that have a discriminatory effect, such as at-large elections or districts that make it harder for a racial or language minority group to elect a representative of choice.

The Commission's decisions were also governed by specific criteria resulting from the consent decree in a California VRA case. In ranked order, the Commission had to address the following criteria:

- All districts comply with the United States Constitution. This includes that each district contains about the same number of people.
- All districts comply with the federal Voting Rights Act. This could mean drawing one or more majority-minority districts, if it is possible to do so.
- All districts must be contiguous and encourage compactness.

The Commission conducted an open and transparent process that ensured full and meaningful public consideration of and comment on the drawing of district lines.

The Commission provided public notice of six (6) public hearings at which all Escondido citizens had equal opportunity to comment on the drawing of district lines.

The public hearings were held at six (6) geographically diverse locations throughout Escondido as well as via video conference. The Commission made every reasonable effort to afford maximum public access to its proceedings.

In particular, the Commission fixed the times, locations and formats of the hearings to assure accessibility to Escondido's Latino and other ethnic communities, including Escondido's Chinese, Vietnamese and Filipino communities.

Notice of each of the public hearings was provided in English, Spanish, Chinese, Vietnamese, and Filipino.

Spanish, Chinese, Vietnamese, and Filipino translation services were provided at each of the public hearings



CITY of ESCONDIDO

STAFF REPORT

The Commission received comments from the public and worked in consultation with the expert consultant to prepare a Preliminary Redistricting Plan dividing the City into four (4) Council districts. The Preliminary Redistricting Plan was unanimously approved on January 27, 2022.

The Commission filed its designated Preliminary Redistricting plan with the City Clerk, along with a report outlining the bases on which its decisions were made as to district boundaries and explaining its compliance with the criteria outlined in Subsection IX.E of the Consent Decree, including any definitions of any terms or standards used in drawing its draft plan. The Preliminary Redistricting Plan and accompanying report were made publicly available.

During the thirty (30) day period after filing the designated Preliminary Redistricting Plan with the City Clerk, the Commission held three (3) public hearings in various geographic areas of the City as well as via video conference.

After receiving comments from the public on the Preliminary Redistricting Plan, the Commission worked in consultation with the expert consultant to prepare a Recommended Redistricting Plan. The Recommended Redistricting Plan (See Attachment "1") was unanimously approved on February 23, 2022. The approved Recommended Redistricting Plan is now being submitted to the City Council for its up or down approval.

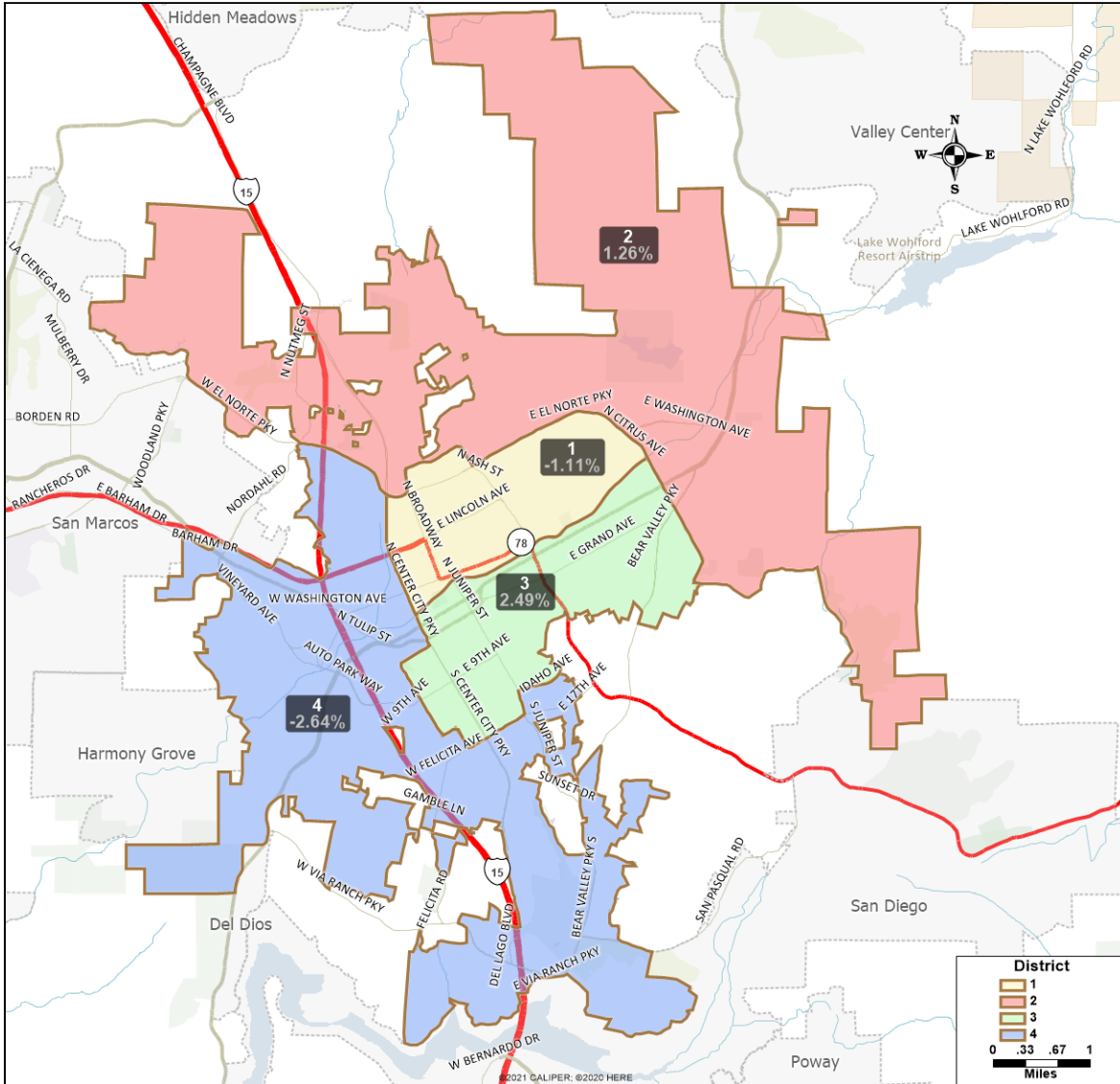
The City Council shall hold at least one (1) public hearing on the Recommended Redistricting Plan of the Commission before any adoption of a Final Redistricting Plan. No later than forty (40) days after submission of the Recommended Redistricting Plan to the City Council, the City Council shall either approve or disapprove the Recommended Redistricting Plan in its entirety.

If the Council approves the Recommended Redistricting Plan, it shall become the Final Redistricting Plan and shall be implemented. If the Council disapproves the Recommended Redistricting Plan the Council shall submit in writing to the Commission, the reasons for such disapproval. The Commission shall consider any reasons for disapproval submitted to it by the Council and shall consider whether to make alterations to the Recommended Redistricting Plan in response to such reasons. Within forty (40) days of the City Council's submission of its reasons for disapproval, the Commission shall submit the same or an altered Recommended Districting Plan to the City Council for approval.

ATTACHMENTS

1. Attachment "1" - Recommended Redistricting Plan

**Escondido Independent Redistricting Commission
February 23, 2022 Meeting
Recommended Redistricting Plan**



District	Population	Deviation	% Deviation	CVAP	% Black CVAP	% Asian CVAP	% Latino CVAP	% White CVAP
1	37,457	-422	-1.11%	19,414	3.28%	6.68%	53.61%	34.46%
2	38,358	479	1.26%	25,967	2.57%	12.04%	25.76%	55.82%
3	38,821	942	2.49%	20,448	4.06%	5.42%	43.52%	43.69%
4	36,880	-999	-2.64%	25,180	3.59%	10.12%	23.90%	59.96%

*CVAP = Citizen Voting Age Population



STAFF REPORT

March 2, 2022
File Number 1115-30

SUBJECT

BUILDING FORWARD LIBRARY INFRASTRUCTURE PROGRAM GRANT \$10 MILLION -

DEPARTMENT

Communications & Community Services

RECOMMENDATION

Request the City Council approve Resolution 2022-32 authorizing the Deputy City Manager / Director of Communications & Community Services to submit an application to the California State Library for \$10 million in funding through the Building Forward Library Infrastructure Program Grant and complete all necessary documentation to receive and spend funds should they be awarded.

Staff Recommendation: Approval (Communications & Community Services: Joanna Axelrod)

Presenter: Joanna Axelrod

FISCAL ANALYSIS

There is a requirement to match the awarded grant funds dollar-for-dollar. However, the City will submit a written Match Reduction Justification Request to have our match requirement eliminated based on our Local Operating Income Per Capita ("LIPC") number as part of the application process.

PREVIOUS ACTION

None

BACKGROUND

The Budget Act of 2021 (SB-129) allocated \$439 million in one-time funds to the California State Library to address life-safety and critical maintenance needs of public library facilities throughout California. This competitive grant program prioritizes funding for local library facilities located in high poverty areas of the state. The maximum grant amount per library facility is \$10,000,000.

The application period opened in February and closes March 21, 2022. Funds must be expended before March 31, 2026.



CITY of ESCONDIDO

STAFF REPORT

Pursuant to SB 129, funding will be prioritized for the following:

- Projects addressing life safety and other critical maintenance needs; and
- Projects serving high poverty areas of the state.

For the purposes of this grant, critical maintenance and critical infrastructure projects are those needed to keep existing facilities, building-related structural components, and related building systems suitable for public use and compliant with all prevailing codes, rules, regulations, and standards governing their use, such as the Americans with Disabilities Act. Examples include, but are not limited to, necessary repair or replacement of essential building systems like HVAC; repair or replacement of broken or nonfunctioning essential building components (locks, windows, elevators, and doors); roof replacement; and mold and asbestos abatement.

The California Poverty Measure (“CPM”) will be used to prioritize projects in high poverty areas of the state. Escondido Public Library’s CPM% of population in poverty is 29.25% which ranks us 141 out of 1126 library locations in California. This indicates that our project would likely receive priority in the category of “projects serving high poverty areas of the state”.

The Escondido Public Library resides in a 40,000 square foot building constructed in 1980 and is the sole library location serving a population of over 150,000 people. As with many aging City facilities, there has not been sufficient funding available to properly maintain the library. There are currently three known roof leaks and the windows seep during storms with high winds. Without addressing the roof and window issues, it is likely that there will be a major issue impacting library operations in the next 3-5 years.

In anticipation of the availability of future funding, Library Systems and Services hired Kathryn Taylor Design, a consulting firm focused on planning, engagement, and interior design for libraries, to help assess the existing facility to determine what is working and what can be improved in order to create more user-focused spaces. Kathryn met with library staff and City leaders for initial feedback and combined that with data from the community provided through annual surveys to serve as a starting point for a redesign of the existing first floor of the library.

The Escondido Public Library Critical Infrastructure and Modernization Project will replace critical infrastructure including lighting, roofing, windows, and HVAC systems throughout the facility. Fluorescent and incandescent lighting will be replaced with energy efficient LED. The original roof, which has exceeded its projected lifespan and has been repaired multiple times over the years but continues to leak, will be replaced and allow us to fix water-damaged areas throughout the facility. We will also remediate and replace the asbestos-laden ceiling tiles with a safer, more modern material. The Library has seven roof top HVAC systems which are approximately 15 years old with a 15-year lifecycle. The Library is a designated cool zone for residents during extreme heat waves. Due to the age of the HVAC units, we are



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experiencing major HVAC failures that have affected operations. These replacement efforts will extend the life of the building for the foreseeable future.

If sufficient funding is obtained, we would also install rooftop and carport solar systems which would complement the existing battery storage unit already in place at the Library. This would result in a roughly 60% offset to our annual electrical usage.

Through the strategic planning process and annual user satisfaction surveys, library staff have determined that the building fails to meet the needs of the community – most specifically in the area of providing meeting spaces and collaborative work and study spaces. Therefore, in addition to replacing critical infrastructure, this project will modernize the layout of the facility making it more functional and accommodating for how the community seeks to use it and providing a more efficient layout to support operational needs and the work of the Friends of the Library. This project will provide updated building systems and renovations to ensure that Escondido is able to deliver 21st century library services and programs in the library facility. Through the renovation, this project will provide reimagined functional spaces with features such as a market space and café, study rooms and meeting rooms, a new storefront Friends of the Library Bookstore, improved and more efficient staff workspaces, new flooring, paint, fixtures, signage, and shelving that allows for greater sightlines and a layout that provides more room for collaborative spaces and programming.

If the City is successfully awarded this grant, extensive community outreach will be done in order to help shape the final design. This will include input from the Library Board of Trustees, Friends of the Library, Library Foundation and other support groups as well library staff and the general public.

The Rough Order of Magnitude cost for the Escondido Public Library Critical Infrastructure and Modernization Project is estimated at \$13,000,000. As stated earlier in the Fiscal Analysis section, the City will request to have our matching requirement eliminated due to the fact that our Local Income Per Capita (LIPC) Level for FY 2021-22 is so low at \$12.88. Out of 183 library jurisdictions, there are only 31 who potentially qualify at this level which makes us highly competitive in this category. However, the maximum allowable grant request is \$10,000,000 so in order to achieve the full scope of the project an additional \$3 million would need to be identified. It is likely that if awarded this grant, the project would be phased in order to achieve all of the desired improvements. If, for some reason, the City is awarded a grant but the matching requirement is not eliminated then staff would return to the City Council to discuss options and receive additional direction.

RESOLUTIONS

- a. Resolution No. 2022-32

RESOLUTION NO. 2022-32
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, AUTHORIZING THE DEPUTY
CITY MANAGER / DIRECTOR OF COMMUNICATIONS &
COMMUNITY SERVICES TO SUBMIT AN APPLICATION
TO THE CALIFORNIA STATE LIBRARY FOR \$10 MILLION
IN FUNDING THROUGH THE BUILDING FORWARD
LIBRARY INFRASTRUCTURE PROGRAM GRANT AND
COMPLETE ALL NECESSARY DOCUMENTATION TO
RECEIVE AND SPEND FUNDS SHOULD THEY BE
AWARDED

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California State Library has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California State Library require a resolution certifying the approval by the potential grantee's governing board either before submission of said application(s) to the State or prior to execution of the grant agreement; and

WHEREAS, the City of Escondido ("City"), if selected, will enter into an agreement with the State of California to carry out the project; and

WHEREAS, the City proposes to implement the Escondido Public Library Critical Infrastructure and Modernization Project; and

WHEREAS, the City has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, the City of Escondido intends to apply for grant funding from the California State Library for the Escondido Public Library Critical Infrastructure and Modernization Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California with the acknowledgement of the Escondido Public Library Board of Trustees:

1. That the above recitations are true.
2. That pursuant and subject to all of the terms and provisions of the California Budget Act of 2021, the City of Escondido Deputy City Manager / Director of Communications and Community Services, or her designee, is hereby authorized and directed to prepare and file an application for funding with the California State Library, and take such other actions necessary or appropriate to obtain grant funding.
3. The City of Escondido Deputy City Manager / Director of Communications and Community Services, or designee is hereby authorized and directed to execute the funding agreement with the California State Library and any amendments thereto.
4. The City of Escondido Deputy City Manager / Director of Communications and Community Services, or designee, is hereby authorized and directed to submit any required documents, funding requests, and reports required to obtain grant funding.
5. Certifies that the project will comply with any laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, the California Labor Code, disabled access laws, and, that prior to commencement of the project, all applicable permits will have been obtained.
6. That the City Council approves Resolution No. 2022-32.



STAFF REPORT

March 2, 2022
File Number 0490-60

SUBJECT

TREASURER'S INVESTMENT STRATEGY CHANGE -

DEPARTMENT

City Treasurer

RECOMMENDATION

Request the City Council adopt Resolution No. 2022-42 authorizing the City Treasurer to terminate the investment contract with PFM and approve the budget adjustment for investment software in the amount of \$7,000.

Staff Recommendation: Approval (City Treasurer: Douglas Shultz)

Presenter: Douglas Shultz

BACKGROUND

Since Douglas Shultz was elected in 2016:

- The City's Investment Policy has been completely redone to update an outdated investment policy.
- We received The California Municipal's Treasurer association award for the revised policy
- PFM hired as a portfolio manager to help manage the funds in 2019
 - Moved out of highly concentrated investment positions
 - Prior to being elected, the City of Escondido's bond portfolio had a high concentration of Fannie Mae and Freddie Mac bonds which posed unsystematic risk to the portfolio.
 - Anticipated down cycle in the market. As a fiduciary, it was prudent to bring on a team to manage the portfolio and make drastic changes. We received nothing short of a market down cycle in March of 2020 and all of the City's funds were kept safe.

PROPOSAL

The current economic data suggests that we could be in a cyclical bull market for the next 8-10 years. As reported last year by the finance department, the City had a large surplus of tax revenue. If tax revenue's stay elevated or increase in the coming years our portfolio will increase and in conjunction, the fee's we pay PFM. It will be difficult for PFM to outperform the market in any meaningful way in a low interest rate



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STAFF REPORT

environment. By utilizing more sophisticated software we can streamline the reconciliation process and forgo the fee's we paid PFM by bringing the investment management back in house.

RESOLUTIONS

- a. Resolution No. 2022-42

ATTACHMENTS

- a. Attachment "1" – Budget Adjustment

RESOLUTION NO. 2022-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CITY TREASURER TO TERMINATE, ON BEHALF OF THE CITY, AN AGREEMENT WITH PFM ASSET MANAGEMENT, LLC FOR INVESTMENT MANAGEMENT SERVICES

WHEREAS, on October 16, 2018, the City of Escondido ("City) issued a Request for Proposal ("RFP") for investment management and advisory services; and

WHEREAS, four (4) proposals were timely received and evaluated by the Executive Investment Committee; and

WHEREAS, PFM Asset Management, LLC was the highest ranked proposal and the most advantageous to the City; and

WHEREAS, City Council approved the Consulting Agreement between the City of Escondido and PFM Asset Management, LLC for the period from February 1, 2019 to January 31, 2021, with two additional one-year renewal options; and

WHEREAS, either Consultant or the City may terminate this Agreement upon thirty (30) days advance written notice; and

WHEREAS, the City treasurer has determined it to be more cost effective for the City to bring investment management back in-house.

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 Treasurer is authorized to terminate the Agreement approved by City Council on January 16, 2019, consistent with the terms of the Agreement.



CITY of ESCONDIDO

FUTURE AGENDA

3/9/2022 - CANCELLED

03/16/2022 (SPECIAL MEETING/B&C INTERVIEWS)

03/23/2022 (STATE OF THE CITY)

CONSENT CALENDAR - (J. PROCOPIO) - LANDSCAPE MAINTENANCE DISTRICT PRELIMINARY ENGINEER'S REPORT - Request the City Council initiate proceedings for the annual levy of assessments for the City of Escondido Landscape Maintenance District ("LMD") for 2022/2023, approve the Preliminary Engineer's Report and set a public hearing date of April 20, 2022 for LMD Zones 1 through 38.

CONSENT CALENDAR - (J. PROCOPIO) - INTERFUND TRANSFER TO PAY OFF PUBLIC STORM DRAIN OBLIGATION - Request the City Council adopt Resolution No. 2022-43 authorizing approval for the interfund transfer of funds from the Public Facilities Fund to the City Drainage Fund. This transfer will pay off the Drainage Facilities Improvement and Reimbursement Agreement entered into by the City of Escondido and Newport Properties LLC on February 12, 2003. The amount of the interfund transfer will be \$375,872.61. ("Loan").

CONSENT CALENDAR - (J. PROCOPIO) - FINAL MAPS UNDER CONSIDERATION FOR APPROVAL - Request the City Council approve the final maps for Warmington Project (E21-0031) and San Diego Habitat for Humanity Project (E21-0022).

03/30/2022 - (SPECIAL MEETING/B&C INTERVIEWS)

4/6/2022

CURRENT BUSINESS - (M. MCGUINNESS) - DESIGNATION OF ENFORCEMENT AUTHORITY FOR THE ESCONDIDO CAMPAIGN CONTROL ORDINANCE - Request the City Council adopt Resolution No. 2022-41 designating Gary W. Schons, Esq. and the law firm of Best Best & Krieger LLP as the enforcement authority for the Escondido Campaign Control Ordinance for the 2022 Municipal Election, as required by Escondido Municipal Code Section 2- 110.5(c).