

CITY OF ESCONDIDO

Planning Commission and Staff Seating



- A. **CALL TO ORDER:** 7 p.m.
- B. **FLAG SALUTE**
- C. **ROLL CALL:**
- D. **MINUTES:** [08/24/2021](#)

The Brown Act provides an opportunity for members of the public to directly address the Planning Commission on any item of interest to the public before or during the Planning Commission's consideration of the item. If you wish to speak regarding an agenda item, please fill out a speaker's slip and give it to the minutes clerk who will forward it to the chairman.

Electronic Media: Electronic media that members of the public want to be used during any public comment period should be submitted to the Planning Division at least 24 hours prior to the meeting.

The electronic media will be subject to a virus scan and must be compatible with the City's existing system. The media must be labeled with the applicable agenda item and the name and contact information of the person presenting the media.

The time used to present any electronic media will be considered as part of the maximum time limit provided to speakers. City staff will queue the electronic information when the applicable speaker is called upon to speak. Materials shown to the Commission during the meeting are part of the public record and will be retained by the City.

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

If you wish to speak concerning an item not on the agenda, you may do so during the designated time for "Oral Communications." All persons addressing the Planning Commission are asked to state their names for the public record.

Availability of supplemental materials after agenda posting: Any supplemental writings or documents provided to the Planning Commission regarding any item on this agenda will be made available for public inspection in the Planning Division located at 201 N. Broadway during normal business hours, or in the Council Chambers while the meeting is in session.

The City of Escondido recognizes its obligation to provide equal access to public services for individuals with disabilities. Please contact the ADA Coordinator at 760-839-4643 with any requests for reasonable accommodation at least 24 hours prior to the meeting.

**The Planning Division is the coordinating division for the Planning Commission.
For information, call 760-839-4671.**

E. WRITTEN COMMUNICATIONS:

Under state law, all items under Written Communications can have no action, and will be referred to the staff for administrative action or scheduled on a subsequent agenda.

1. Future Neighborhood Meetings

F. ORAL COMMUNICATIONS:

Under state law, all items under Oral Communications can have no action, and may be referred to the staff for administrative action or scheduled on a subsequent agenda.

This is the opportunity for members of the public to address the Commission on any item of business within the jurisdiction of the Commission.

G. PUBLIC HEARINGS:

Please try to limit your testimony to three minutes.

H. CURRENT BUSINESS:

Note: Current Business items are those that under state law and local ordinances do not require either public notice or public hearings. Public comments will be limited to a maximum time of three minutes per person.

1. Classical Academy Shared Parking

REQUEST: Joint-Use Parking Agreement to allow The Classical Academy middle school to use a portion of the City of Escondido's Woodward Avenue Parking Lot for staff parking and student drop-off and pick-up.

PROPERTY SIZE AND LOCATION: Applicant: 235 W. Washington Avenue, 237 W. Washington Avenue, 144 Woodward Avenue, and 146 Woodward Avenue (APNs 229-281-29-00, 229-281-30-00, 229-281-17-00, 229-281-18-00, and 229-281-19-00); City: 251 Woodward Avenue (APN 229-352-12-00)

ENVIRONMENTAL STATUS: The Project is categorically exempt pursuant to Section 15311(b) "Accessory Structures" of the California Environmental Quality Act (CEQA).

APPLICANT: The Classical Academies (Mark Kalpakgian)

STAFF RECOMMENDATION: Approval

COMMISSION ACTION:

PROJECTED COUNCIL MEETING DATE:

2. Escondido Creek Trail

A request for Planning Commission Design Review of the potential improvements to the existing Escondido Creek Trail.

3. [East Valley Specific Plan EIR Review](#)
Staff will provide a presentation on the EIR status for the East Valley Specific Plan.
4. [Brown Act Presentation \(AB 361\)](#)
The City Attorney's Office will provide a presentation on Brown Act requirements.
5. [State of California Housing Legislation](#)
Staff will provide a presentation on recent State housing legislation updates.

I. ORAL COMMUNICATIONS:

Under state law, all items under Oral Communications can have no action and may be referred to staff for administrative action or scheduled on a subsequent agenda.

This is the opportunity for members of the public to address the Commission on any item of business within the jurisdiction of the Commission.

J. PLANNING COMMISSIONERS

K. DIRECTOR'S REPORT

L. ADJOURNMENT

CITY OF ESCONDIDO

**ACTION MINUTES OF THE REGULAR MEETING OF THE
ESCONDIDO PLANNING COMMISSION**

August 24, 2021

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

Commissioners present: Katharine Barba, Chair; Dao Doan, Commissioner; Rick Paul, Commissioner; Nathan Serrato, Commissioner; and Stan Weiler, Commissioner.

Commissioners absent: Ingrid Rainey, Vice-Chair; Herminia Ramirez, Commissioner.

Staff present: Adam Finestone, Interim Director of Community Development; Sean Nicholas, Principal Planner; Kurt Whitman, Senior Deputy City Attorney; Owen Tunnell, Assistant City Engineer; and Jessica Engel, Minutes Clerk.

MINUTES:

Moved by Chair Barba, seconded by Commissioner Paul, to approve the Action Minutes of the July 27, 2021, Planning Commission meeting. Motion carried (4-0).

Ayes: Barba, Doan, Paul, and Weiler.

Noes: None.

Absent: Rainey and Ramirez.

Abstained: Serrato.

WRITTEN COMMUNICATIONS:

Updated Attachment 1 and Resolution No 2021-08 Exhibit B of the 2021 Zoning Code Omnibus Update provided by Sean Nicholas.

FUTURE NEIGHBORHOOD MEETINGS: None.

ORAL COMMUNICATIONS: None.

PUBLIC HEARINGS:

1. Zoning Code Amendment – PL-21-0152:

REQUEST: A series of Escondido Zoning Code Amendments to address changes in state laws, correct errors, and clarify or improve existing regulations. The proposal involves minor amendments to Article 34 (Communication Antennas), Article 35 (Outdoor Lighting), Article 47 (Environmental Quality), Article 55 (Grading and Erosion Control), Article 56 (Miscellaneous Development Standards), Article 61 (Administration and Enforcement), Article 64 (Design Review), Article 65 (Old Escondido Neighborhood), Article 66 (Sign Ordinance), Article 67 (Density Bonus and Residential Incentives), Article 68 (Growth Management Ordinance), and Article 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units) of the Escondido Zoning Code. The request also includes a minor revision to Table 4.1 of the East Valley Specific Plan.

PROPERTY SIZE AND LOCATION: CityWide

ENVIRONMENTAL STATUS: The proposed code amendments are categorically or statutorily exempt from further environmental review pursuant to Public Resources Code section 21080.17 and CEQA Guidelines sections 15274(a), 15282(h), 15301, 15303, 15304, and 15311, or do not qualify as a “project” under CEQA.

APPLICANT: City of Escondido

STAFF RECOMMENDATION: Provide a recommendation to City Council to approve the Project.

PUBLIC SPEAKERS: None.

COMMISSION DISCUSSION:

Commissioners discussed various aspects of the proposed Zoning Code Amendments including accessory dwelling units, outdoor lighting requirements, CEQA thresholds, the use of “should” vs. “shall,” and other formatting changes.

COMMISSION ACTION:

Motion by Commissioner Weiler, seconded by Chair Barba to approve PL-21-0152 with changes recommended by staff. Motion carried 5-0.

Ayes: Barba, Doan, Paul, Serrato, and Weiler.

Noes: None.

Absent: Rainey and Ramirez.

CURRENT BUSINESS:

1. Brown Act Presentation

Senior Deputy City Attorney Kurt Whitman provided a presentation on the Brown Act.

COMMISSION DISCUSSION:

Commissioner Weiler requested clarification on sharing information with one Commissioner and not the group.

Commissioner Doan asked if an article could be shared that is not being discussed in a previous or future meeting.

PLANNING COMMISSIONERS:

Chair Barba asked if Staff could provide an update on the recent public comments requesting that local workers be utilized on projects in the City.

Commissioner Paul asked if there are any Housing Element updates.

DIRECTOR'S REPORT:

Interim Director of Community Development Adam Finestone noted that the regularly scheduled meeting of September 14, 2021, would be canceled. The next meeting will be held on September 28, 2021.

ADJOURNMENT:

Chair Barba adjourned the meeting at 8:17 p.m.

Adam Finestone, Secretary to the
Escondido Planning Commission

Jessica Engel, Minutes Clerk

DRAFT



PLANNING COMMISSION

Agenda Item No.: H.1
Date: October 12, 2021

PROJECT NUMBER / NAME: PL21-0026 / The Classical Academy Shared Parking Agreement

REQUEST: Shared Parking Agreement

LOCATION: 235 W. Washington Avenue, 237 W. Washington Avenue, 144 Woodward Avenue, and 146 Woodward Avenue

APN / APNS: 229-281-29-00, 229-281-30-00, 229-281-17-00, 229-281-18-00, and 229-281-19-00

GENERAL PLAN / ZONING: Specific Plan Area #9 (SPA 9) / Specific Plan (S-P; Downtown Specific Plan)

APPLICANT: The Classical Academies

PRIMARY REPRESENTATIVE:
Mark Kalpahgian (Owner)

DISCRETIONARY ACTION REQUESTED: Shared Parking Agreement

PREVIOUS ACTIONS: Multiple Conditional Use Permits have been approved for The Classical Academies on the subject and surrounding properties beginning in 2000. Most recently, on April 27, 2021, the Zoning Administrator approved a minor Conditional Use Permit for the expansion of an existing middle school at the subject property.

PROJECT PLANNER: Darren Parker, Associate Planner
dparker@escondido.org

CEQA RECOMMENDATION: Exempt (CEQA Guidelines sections 15311(b))

STAFF RECOMMENDATION: Provide a recommendation to City Council to approve the shared parking agreement

REQUESTED ACTION: Approve Planning Commission Resolution No. 2021-14

CITY COUNCIL MEETING REQUIRED: YES NO

REPORT APPROVALS:

Adam Finestone, AICP
Interim Director of Community Development

BACKGROUND:

The Classical Academies operates multiple charter schools across northern San Diego County, serving grade levels from transitional kindergarten through high school. The organization first established a presence on Woodward Avenue in 2000, under Conditional Use Permit (CUP) Case No. 99-54-CUP. This original CUP authorized an elementary and middle school within a portion of the former North County Church of Christ at 130 Woodward Ave. Over the years, this CUP was modified six times, with changes to the grades served, the buildings occupied, and the enrollment permitted.

Prior to this school year, The Classical Academy middle school occupied several buildings, including a portion of the building located at 235 W. Washington Avenue. On April 27, 2021, the Zoning Administrator approved a request for a CUP modification (Case No. PL21-0026) to convert the remainder of that building into additional classroom and office space. In addition to the classroom and office expansion, the project also included various site improvements to the campus including, but not limited to, a new basketball court, terraced seating, shade canopy, artificial turf, updating landscaping, new perimeter fencing on the east side of the campus, and installation of a gate at the West Washington Avenue entry.

As a result of the expansion of the campus and the increased attendance, 33 additional parking spaces are required for the facility. To address this, a condition of approval was included with the project to provide off-site parking through one of two options:

Option One: Require the middle school staff to use a parking lot approximately one-quarter of a mile to the east, at the northwest corner of Waverly Place and East Pennsylvania Avenue. This lot is one of multiple lots already owned and operated by The Classical Academies in support of their high school campus at 207 E. Pennsylvania Avenue. There is currently a parking surplus in this lot.

Option Two: Require the Classical Academies to enter into a shared parking agreement with the City of Escondido for use of the City-owned parking lot on the south side of Woodward Avenue (directly across the street from the subject property). There is sufficient parking within the City-owned lot to provide for the required 33 parking spaces.

The applicant has indicated their desire to utilize the City's Woodward to satisfy the condition of approval described above.

PROJECT ANALYSIS:

General Plan / Zoning

The General Plan land use designation for the subject property is SPA 9 (Specific Plan Area #9). The zoning classification is S-P (Specific Plan), and is implemented through the Downtown Specific Plan (“DSP”). The DSP provides land use and development standards, including regulations related to parking requirements. Such requirements are generally addressed by reference to Article 39 (Off-Street Parking) of the Escondido Zoning Code (“EZC”), however the DSP also has provisions to allow parking requirements to be satisfied through an off-site joint use parking agreement, subject to approval of the Planning Commission. Approval of this request will allow The Classical Academy middle school to satisfy its parking obligation through use 33 spaces in the City of Escondido’s Woodward Avenue parking lot. A crosswalk currently exists to provide safe access from the parking lot to the school (and vice-versa) for students and faculty.

Pursuant to EZC section 33-1103(a), schools are required to maintain an off-street area for the loading and unloading of students from vehicles in a manner where vehicles enter and leave the site in a forward motion. The proposed Joint Use Parking will allow this requirement to be met in the Woodward Avenue parking lot.

ENVIROMENTAL STATUS

The proposed Joint-Use parking agreement is categorically exempt from further review required by the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15311(b) (Accessory Structures), which includes small parking accessory to existing commercial, industrial, or institutional facilities.

FISCAL ANALYSIS:

There will be no fiscal impact to the City of Escondido as result of the Joint-Use parking approval.

CONCLUSION AND RECOMMENDATION:

The Planning Commission is the authorized body to approve joint-use parking agreements in the DSP. Sufficient parking and loading area exists in the City’s Woodward Avenue parking lot to accommodate the requested use of 33 parking spaces and loading/unloading areas. Because the City is the owner of one of the properties involved in the joint use parking agreement, the City Council has the ultimate authority to approve the joint use parking agreement. As such, staff recommends that the Planning Commission recommend that the City Council approve and enter into a joint use parking agreement to allow The Classical Academy middle school to use a portion of the City-owned parking lot located at 251 Woodward Avenue. Said agreement is attached to draft Planning Commission Resolution No. 2021-14 as Exhibit “C”, which itself is attached to this

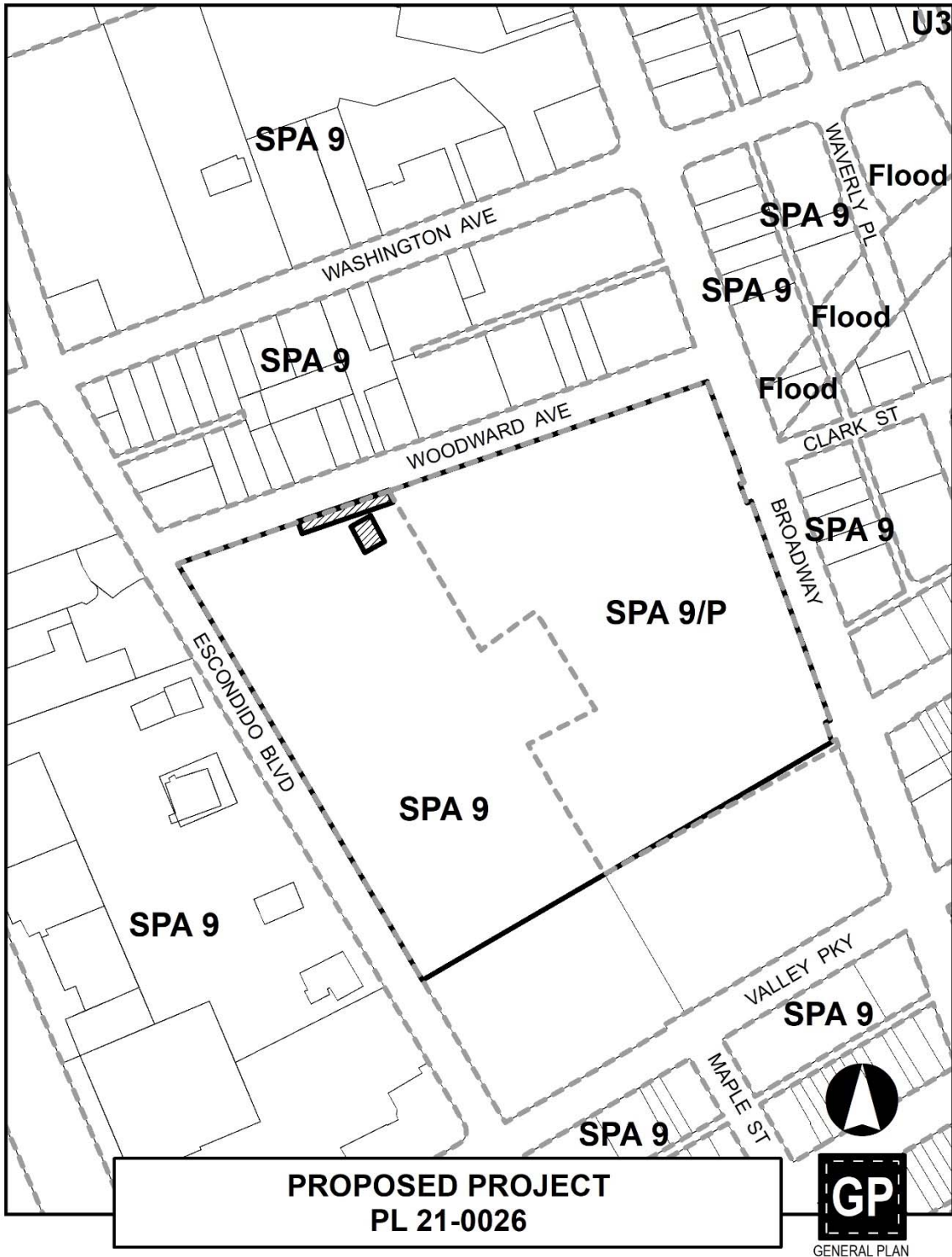
Project Name: The Classical Academy Shared Parking Agreement (PL21-0026)
Planning Commission Meeting
Date: October 12, 2021

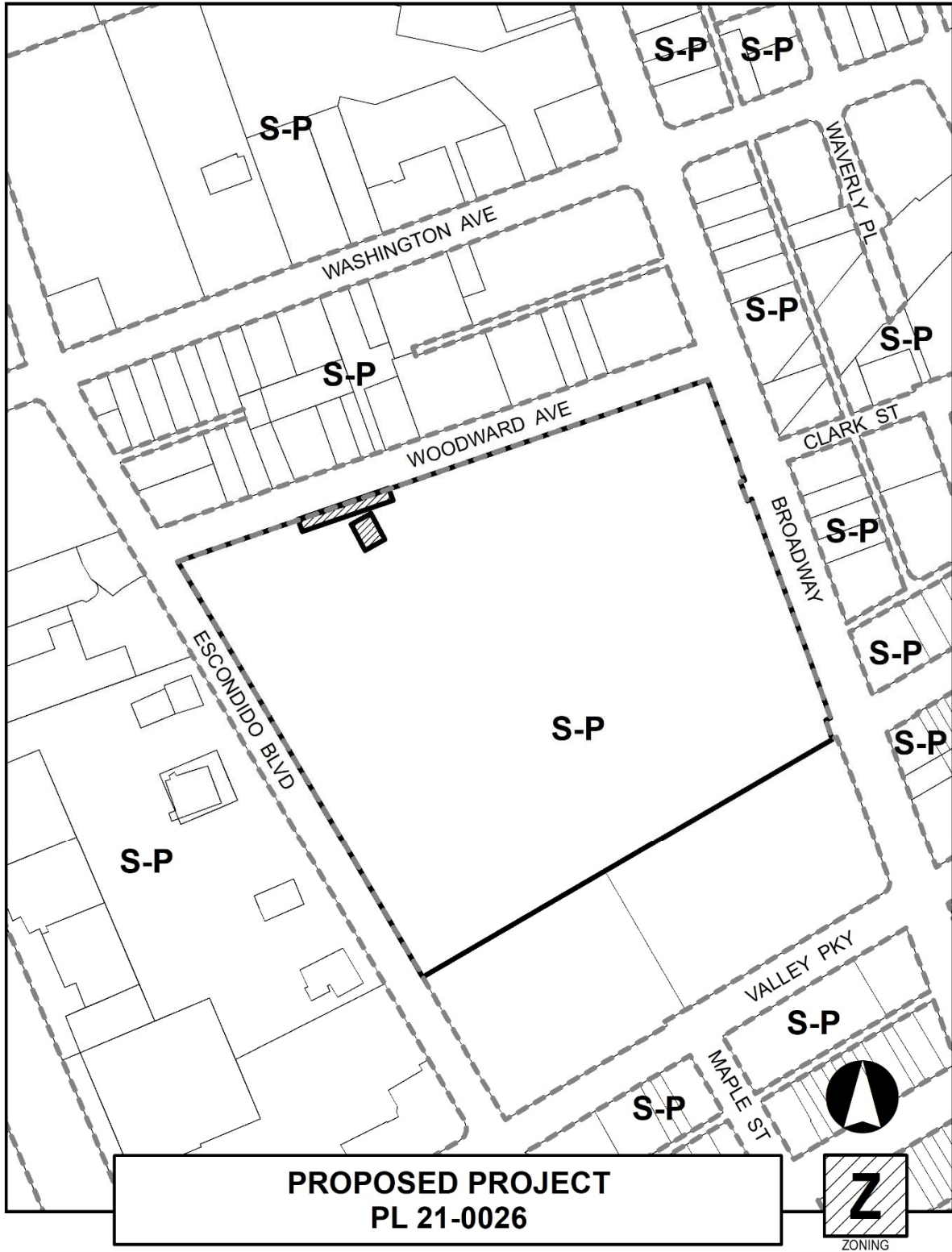
report as Attachment 2. Said recommendation is based on the Findings of fact attached to the draft resolution as Exhibit "D," and subject to the Conditions of Approval attached to draft resolution as Exhibit "E."

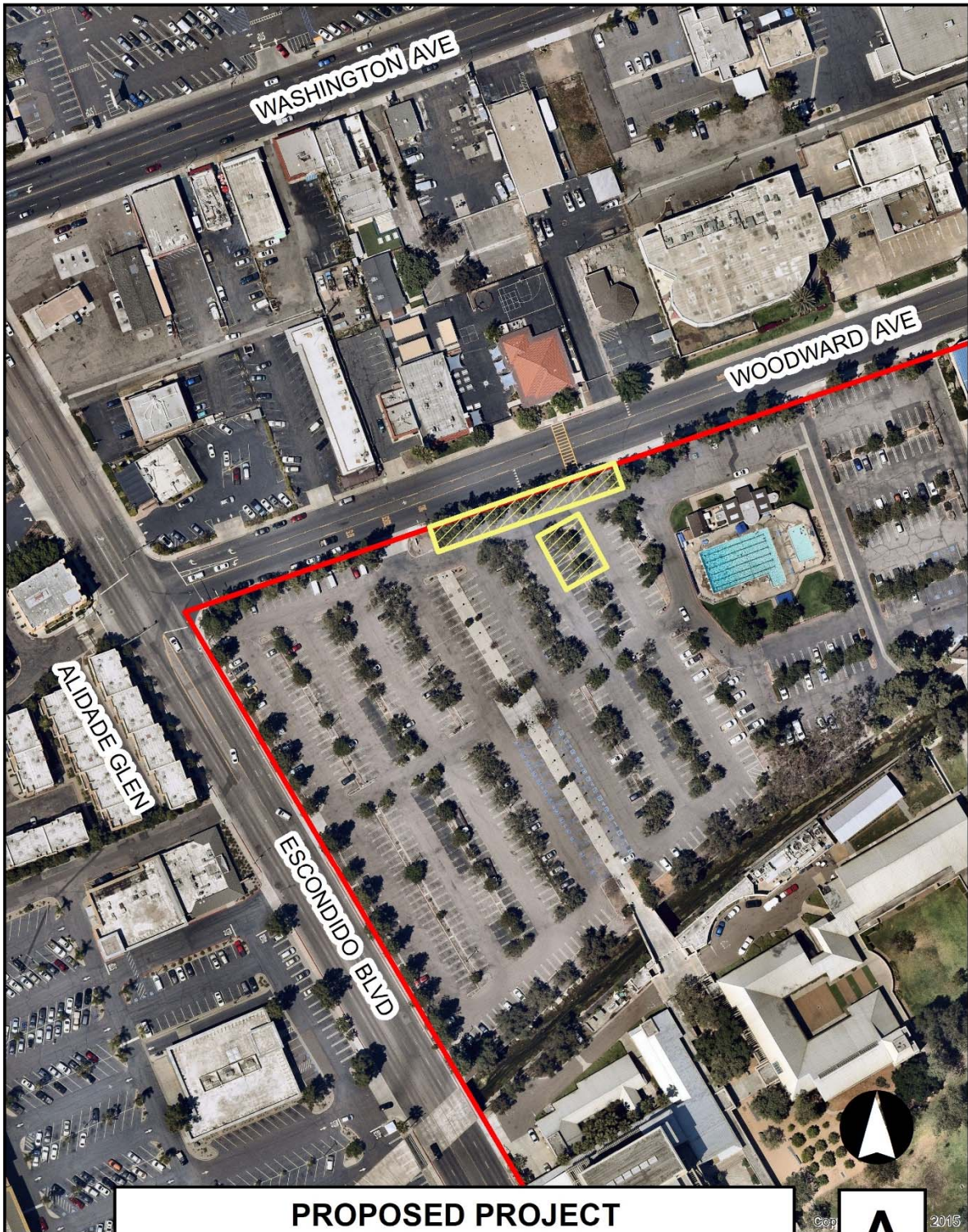
ATTACHMENTS:

1. Location and General Plan Map
2. Draft Planning Commission Resolution No. 2021-14 including Exhibits A, B, C, D, and E

ATTACHMENT 1







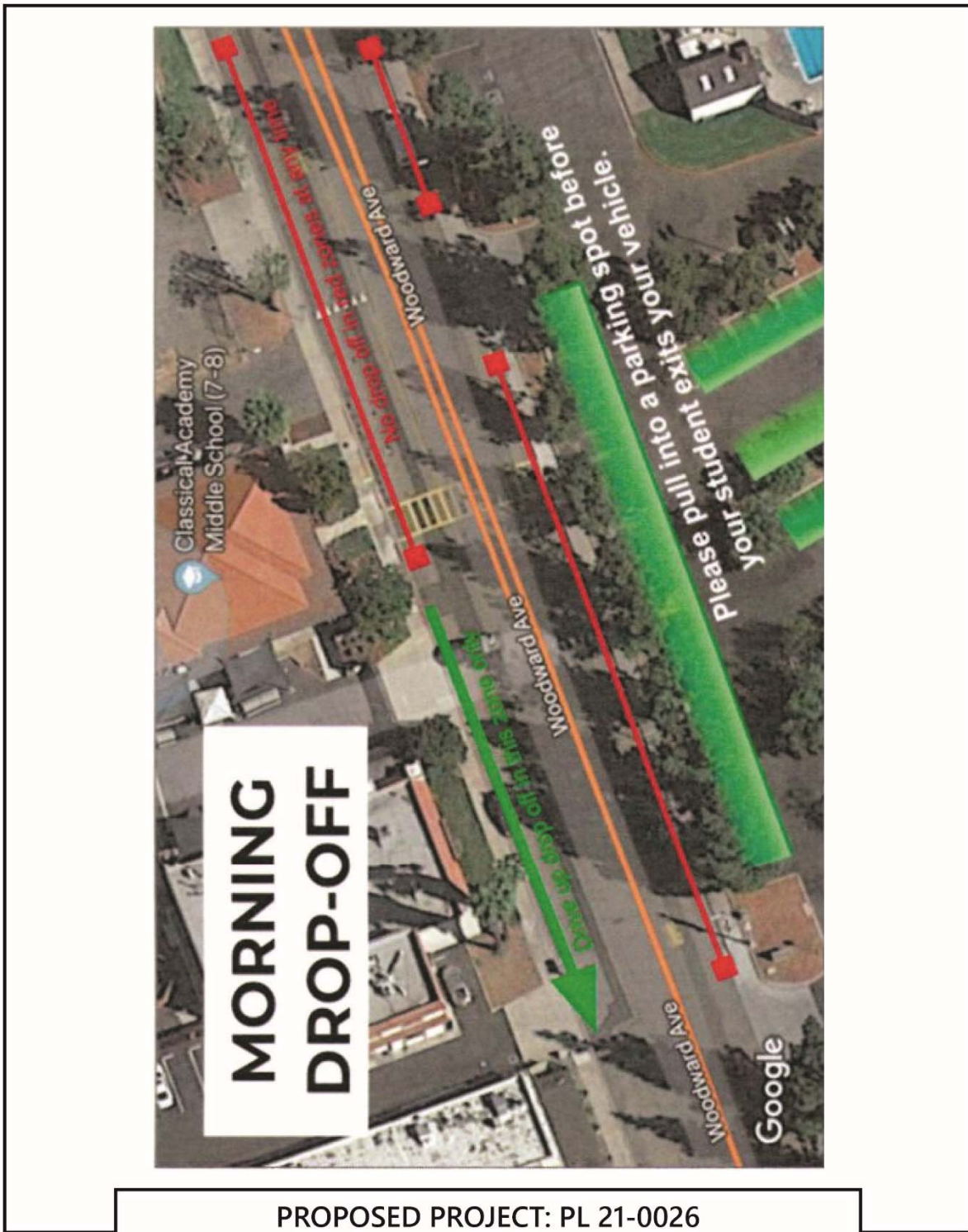
PROPOSED PROJECT
PL 21-0026



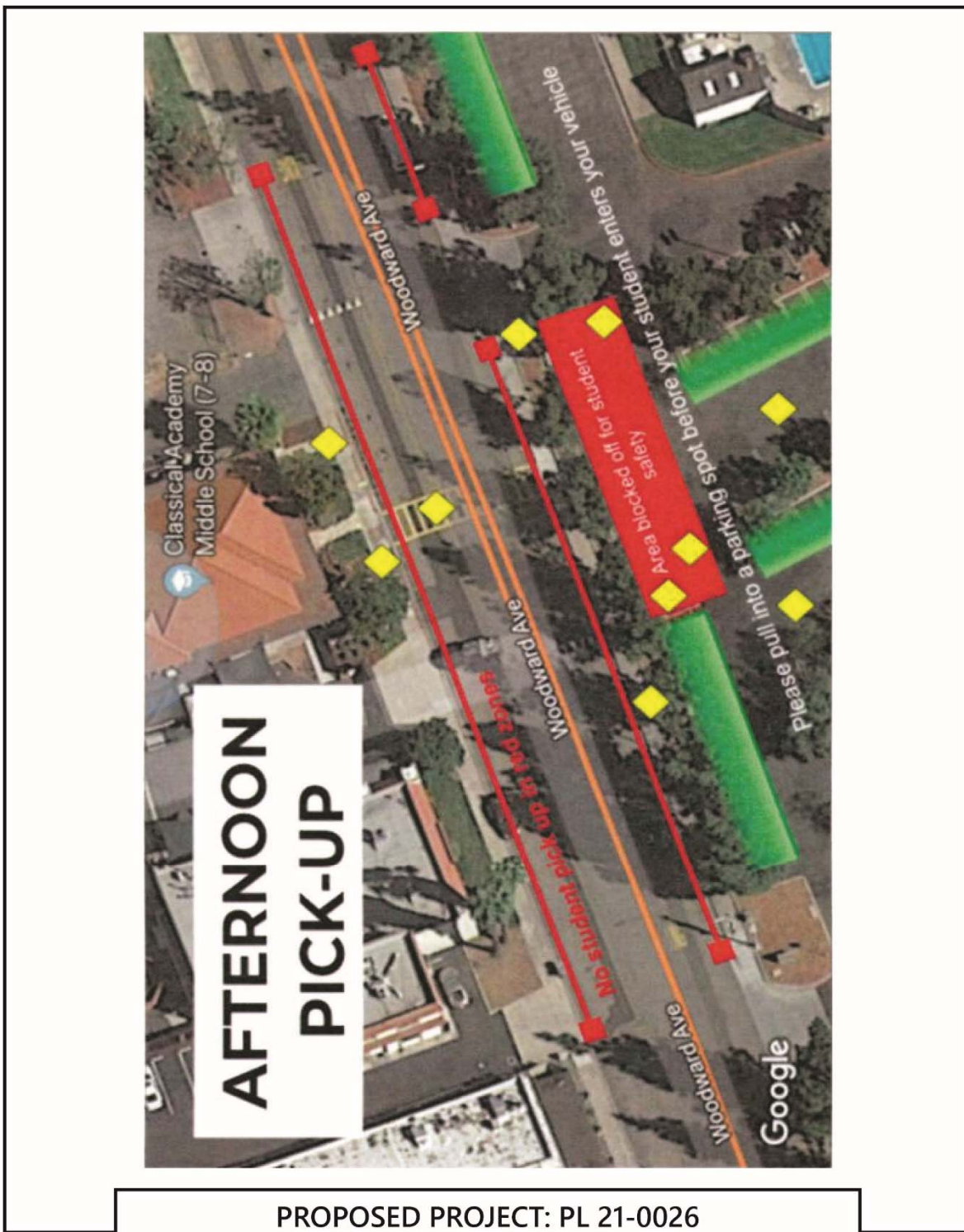
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**PROPOSED PROJECT: PL 21-0026
FACULTY AND STAFF PARKING**



PROPOSED PROJECT: PL 21-0026
MORNING DROP-OFF AREAS



PROPOSED PROJECT: PL 21-0026
AFTERNOON PICK-UP AREA



PROPOSED PROJECT
PL 21-0026

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ATTACHMENT 2

Planning Commission
Hearing Date: October 12, 2021

Effective Date:

PLANNING COMMISSION RESOLUTION NO. 2021-14

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ESCONDIDO, CALIFORNIA, RECOMMENDING APPROVAL TO THE CITY COUNCIL OF A JOINT USE PARKING AGREEMENT BETWEEN THE CLASSICAL ACADEMIES AND THE CITY OF ESCONDIDO FOR THE USE OF THIRTY-THREE PARKING SPACES IN THE WOODWARD AVENUE PARKING LOT LOCATED AT 251 WOODWARD AVENUE.

APPLICANT: Partnering with Parents, LLC (The Classical Academies)

CASE NO: PL21-0026

WHEREAS, Partnering with Parents, LLC (The Classical Academies) (“Applicant”), filed a land use development application (Planning Case No. PL21-0026) constituting a request for a minor Conditional Use Permit (“CUP”) for the expansion of an existing middle school located at 235 W. Washington Avenue, 237 W. Washington Avenue, 144 Woodward Avenue, and 146 Woodward Avenue (“Project”); and

WHEREAS, the property upon which the Project is located is the real property described in Exhibit “A,” which is attached hereto and made a part hereof as though fully set forth herein; and

WHEREAS, off-site joint use parking is permitted within the Downtown Specific Plan, subject to the approval of an off-site Joint Use Parking Agreement (“Agreement”) by the Planning Commission; and

WHEREAS, the Zoning Administrator of the City of Escondido approved the Project at a duly noticed public hearing on April 27, 2021; and

WHEREAS, as a condition of approval of the CUP, the applicant was given the option to enter into an Agreement to use 33 parking spaces in a parking lot owned by the City of Escondido ("City") located at 251 Woodward Avenue for staff parking and off-street student drop-off and pick-up zone, more particularly described in Exhibit "B," which is attached hereto and made a part hereof by this reference as though fully set forth herein ("Property"); and

WHEREAS, the request to enter into the Agreement 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 Downtown 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, 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 studied the Application, performed necessary investigations, prepared a written report, and hereby recommends that the Planning Commission recommend that the City Council approve and enter into the Agreement, which is attached hereto as Exhibit "C," and made a part hereof by this reference as though fully set forth herein; and

WHEREAS, on October 12, 2021, 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 Agreement. Evidence was submitted to and considered by the Planning Commission, including, without limitation:

- a. Written information including plans, studies, written and graphical information, and other material, submitted by the Applicant;
- b. Oral testimony from City staff, interested parties, and the public;
- c. The staff report, dated October 12, 2021, with its attachments as well as City staff's recommendation on the Project, which is incorporated herein as though fully set forth herein; and
- d. Additional information submitted during the meeting; and

WHEREAS, the meeting before the Planning Commission was conducted in all respects as required by the Escondido Municipal Code and the rules of this Planning Commission.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Escondido that:

1. The above recitations are true and correct.
2. Public Resource Code section 21084 requires the CEQA Guidelines to include a list of project types which have been determined not to have a significant effect on the environment and shall be exempt from the provisions of CEQA. The Planning Commission, in its independent judgment, has determined the Agreement to qualify for a categorical exemption under Section 15311(b) of the CEQA Guidelines, in that the agreement is for the use of an existing parking lot accessory to an existing institutional use

and excess parking remains to continue to serve the public. The Planning Commission has further determined that no exception in CEQA Guidelines section 15300.2 applies to the Project.

3. After consideration of all evidence presented, and studies and investigations made by the Planning Commission and on its behalf, the Planning Commission makes the substantive findings and determinations attached hereto as Exhibit "D," relating to the information that has been considered. In accordance with the Findings of Fact and the foregoing, the Planning Commission reached a recommendation on the matter as hereinafter set forth.

4. The Planning Commission is hereby recommending that the City Council approve and enter into the Agreement, subject to the conditions of approval attached hereto as Exhibit "E." The Planning Commission expressly declares that it would not have recommended approval of this Agreement except upon and subject to each and all of said conditions, each and all of which shall be binding upon the Applicant, the owner, and all subsequent owners of the Property, and all persons who use the Property for the use permitted hereby.

5. The Planning Commission, therefore, recommends that a Notice of Exemption be filed with the County Clerk of the County of San Diego in accordance with the CEQA Guidelines.

6. The development plans for the Project are on file in the Planning Division of the Community Development Department and are available for inspection by anyone interested herein, and the development plans are incorporated herein by this reference as if they were fully set forth herein. The Project was conditionally approved as set forth on the application and Project drawings, which were approved by the Zoning Administrator on

April 27, 2021, and shall not be altered without the express authorization by the Planning Division. Any deviations from the approved development plans shall be reviewed by the City for substantial compliance and may require amendment by the appropriate hearing body.

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

1. NOTICE IS HEREBY GIVEN that the Project is subject to dedications, reservations, and exactions, as specified in the Conditions of Approval. The Project is subject to certain fees described in the City of Escondido's Development Fee Inventory on file in both the Community Development and Public Works Departments. The Applicant shall be required to pay all development fees of the City in effect at the time and in such amounts as may prevail when building permits are issued. It is the City's intent that the costs representing future development's share of public facilities and capital improvements be imposed to ensure that new development pays the capital costs associated with growth. The Applicant is advised to review the Planned Fee Updates portion of the web page, www.escondido.org, and regularly monitor and/or review fee-related information to plan for the costs associated with undertaking the Project.

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.

PASSED, ADOPTED, AND APPROVED by a majority vote of the Planning Commission of the City of Escondido, California, at a regular meeting held on the 12th day of October 2021, by the following vote, to wit:

AYES:	COMMISSIONERS:
NOES:	COMMISSIONERS:
ABSTAINED:	COMMISSIONERS:
ABSENT:	COMMISSIONERS:

KATHARINE BARBA, Chair
Escondido Planning Commission

ATTEST:

ADAM FINESTONE, Secretary of the
Escondido Planning Commission

I hereby certify that the foregoing Resolution was passed at the time and by the vote above stated.

JESSICA ENGEL, Minutes Clerk
Escondido Planning Commission

Decision may be appealed to City Council
Pursuant to Zoning Code Section 33-1303

Exhibit A

Legal Description of Owner Property

Certain real property located in the County of San Diego, State of California, more particularly described as follows:

Parcel 1:

THE WESTERLY 30 FEET OF THE EASTERLY 130 FEET OF THE SOUTHERLY 140 FEET OF THE NORTHERLY 354 FEET OF LOT 25 IN BLOCK 10 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

EXCEPTING THEREFROM THAT PORTION THEREOF, IF ANY, LYING WITHIN THE SOUTHERLY 267 FEET OF SAID LOT 25.

Parcel 2:

THE WESTERLY 55 FEET OF THE EASTERLY 185 FEET OF THE SOUTHERLY 140 FEET OF THE NORTHERLY 354 FEET OF THAT PORTION OF LOT 25 IN BLOCK 10 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

EXCEPTING THEREFROM THAT PORTION THEREOF, IF ANY, LYING WITHIN THE SOUTHERLY 267 FEET OF SAID LOT 25.

Parcel 3:

THAT PORTION OF LOT 25 IN BLOCK 10 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 25; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT, A DISTANCE OF 267 FEET TO THE TRUE POINT OF BEGINNING; THENCE WESTERLY AT RIGHT ANGLES TO SAID EASTERLY LINE, 330 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID LOT; THENCE NORTHERLY ALONG SAID WESTERLY LINE 140 FEET MORE OR LESS TO THE SOUTHERLY LINE OF THE NORTHERLY 214 FEET OF SAID LOT 25; THENCE EASTERLY ALONG SAID SOUTHERLY LINE 330 FEET, MORE OR LESS, TO THE EASTERLY LINE OF SAID LOT; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 140 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE EASTERLY 185 FEET AND THE WESTERLY 50 FEET.

Parcel 4:

THAT PORTION OF LOT 25 IN BLOCK 10 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO

MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886, DESCRIBED AS FOLLOWS:

THE NORTHERLY 140 FEET OF SAID LOT 25.

EXCEPTING THE WESTERLY 50 FEET THEREOF, AND EXCEPT THE EASTERLY 200 FEET THEREOF.

Parcel 5:

THAT PORTION OF LOT 25 IN BLOCK 10 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886, DESCRIBED AS FOLLOWS:

THE SOUTHERLY 74 FEET OF THE NORTHERLY 214 FEET OF SAID LOT 25.

EXCEPTING THEREFROM THE EASTERLY 100 FEET THEREOF, ALSO EXCEPTING THEREFROM THE WESTERLY 45 FEET THEREOF.

EXHIBIT B

Legal Description of City Property

All that certain real property situated in the City of Escondido, County of San Diego, State of California, described as follows:

Parcels 2, 3, 4, 5, 6, 7, and 8 as described in Exhibit "A" of that certain Grant Deed recorded on July 15, 1992, as Document No. 199200443955 in the Official Records of the San Diego County Recorder's Office.

EXHIBIT C
SHARED PARKING AGREEMENT

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, California 92025-2798

This Space for Recorder's Use Only

SHARED PARKING AGREEMENT

This SHARED PARKING AGREEMENT (“**Agreement**”) is made and entered into effective this ____ day of _____, 2021 (“**Effective Date**”), by and between the City of Escondido, a California municipal corporation (“**City**”) and Partnering with Parents, LLC, a California limited liability company (“**Owner**”). (The City and Owner may each be referred to herein as a “**Party**” and collectively as the “**Parties.**”)

WHEREAS, Owner represents that it is the owner of that certain real property located in the County of San Diego, State of California, having assessor’s parcel numbers (APNs) 229-281-17-00, 229-281-18-00, 229-281-19-00, 229-281-29-00, and 229-281-30-00, and more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (“**Owner Property**”);

WHEREAS, the City is the owner of that certain real property located in the County of San Diego, State of California, having assessor’s parcel number (APN) 229-352-12-00, and more particularly described in Exhibit B, attached hereto and incorporated herein by this reference (“**City Property**”);

Parcels 2, 3, 4, 5, 6, 7, and 8 as described in Exhibit “A” of that certain Grant Deed recorded on July 15, 1992 as Document No. 199200443955 in the Official Records of the San Diego County Recorder’s Office.

WHEREAS, on April 27, 2021, the City, through its Zoning Administrator, in Planning Case No. PL 21-0026, approved a modification to a Conditional Use Permit for improvements to the school campus operated by Owner and located on the Owner Property (“**Project**”);

WHEREAS, pursuant to Escondido Municipal Code section 33-765 and the development standards for off-site joint-use parking within the Downtown Specific Plan, the Project is required to provide one parking space for each school employee and faculty member, and such parking may be provided on the City Property through the use of a joint parking agreement;

WHEREAS, pursuant to the City's April 27, 2021, approval of the Project, and Escondido Municipal Code section 33-1103(a), the Owner may use the City Property for off-street student loading and unloading from vehicles, which shall be made part of this Agreement, subject to the terms and conditions stated herein; and

WHEREAS, this Agreement has been approved by the Planning Commission, pursuant to Resolution 2021-14, and by the City Council, pursuant to resolution 2021-168.

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

1. Authority. This Agreement is made pursuant to Escondido Municipal Code sections 33-765 and 33-1103(a), and the City's Downtown Specific Plan, and in accordance with the City's conditions for approval of the Project.

2. Grant of Licenses for Shared Parking.

2.1 The City agrees to license to Owner the non-exclusive use of 33 parking spaces on the City Property, as depicted on Exhibit C, attached hereto and incorporated herein by this reference ("**Parking Spaces**"), specifically for the employee and faculty parking requirements in connection with the Project and the Owner Property. Owner's non-exclusive license for use of the Parking Spaces pursuant to this Agreement is limited to normal business hours occurring Monday through Friday from 8 a.m. to 5 p.m., excluding holidays ("**School Hours**"). The Parking Spaces have been determined to conform to current City standards for parking spaces, and the Parties agree to maintain the Parking Spaces to meet those standards.

2.2 The City further agrees to license to Owner non-exclusive use of the City Property for the off-street loading and unloading of students from vehicles during School Hours, as further described within Exhibit C.

3. Term. This Agreement and the covenants herein shall remain in effect unless and until rescinded and released by mutual written agreement of the City and Owner by the authority of the City's Director of Community Development upon submittal of request, applicable fees, and evidence that this Agreement is no longer required by law. Notwithstanding any other provision of this Agreement, the City shall have the right to unilaterally terminate this Agreement upon providing 30 days' written notice to Owner. Nothing herein, including any potential termination of this Agreement, shall be deemed to constitute the City's waiver of Owner's obligations to comply with all local, state, and federal laws and regulations, including but not limited to all parking requirements for the Project. Owner shall comply with all such laws and regulations, and the City reserves its full authority to enforce such laws and regulations.

4. Indemnification, Hold Harmless, Duty to Defend. Owner (including Owner's agents, employees, volunteers, contractors, and subcontractors, if any) shall indemnify, hold harmless, and defend the City, its 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**”), and any attorney’s, consultant, or expert fees and City staff costs for investigating and responding to any Claims, and provide and pay all costs for a defense of any and all Claims against any of the Indemnified Parties, in any legal action filed in a court of competent jurisdiction by a third party in connection with this Agreement or any component thereof; the validity, applicability, or implementation of this Agreement; or Owner’s use of the City Property in relation to the Project or in connection with the Owner Property. All provisions within this Section 4 shall survive termination of this Agreement.

5. Insurance.

5.1 Owner shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with this Agreement, and the results of Owner’s use of the City Property, by Owner, its agents, representatives, employees, or volunteers. Insurance coverage shall be at least as broad as the following:

a. *Commercial General Liability.* Insurance Services Office (“ISO”) Form CG 00 01 covering Commercial General Liability on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence/\$4,000,000 general aggregate.

b. *Workers’ Compensation.* Workers' Compensation as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

c. If Owner maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Owner.

5.2 Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:

a. *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best’s rating of no less than A-:VII, or as approved by the City.

b. *Additional Insured Status.* Owner’s Commercial General Liability policy must name the City (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, and CG 20 37 if a later edition is used.

c. *Primary Coverage.* Owner’s insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the City, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials,

officers, agents, employees, or volunteers shall be in excess of Owner's insurance and shall not contribute with it.

d. *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the City.

e. *Waiver of Subrogation.* Owner hereby grants to the City a waiver of any right to subrogation that any insurer of Owner may acquire against the City by virtue of the payment of any loss under such insurance. Owner agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the city for all work performed by Owner, its agents, representatives, employees, and volunteers.

f. *Self-Insurance.* Owner may, with the City's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. Owner shall only be permitted to utilize such self-insurance if, in the opinion of the City, Owner's (i) net worth and (ii) reserves for payment of claims of liability against Owner are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. Owner's utilization of self-insurance shall not in any way limit the liabilities assumed by Owner pursuant to this Agreement.

g. *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the City.

5.3 *Verification of Coverage.* At the time Owner executes this Agreement, Owner shall provide the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.

5.4 *Special Risks or Circumstances.* The City reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5.5 *No Limitation of Obligations.* The insurance requirements within this Agreement, including the types and limits of insurance coverage Owner must maintain, and any approval of such insurance by the City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Owner pursuant to this Agreement, including but not limited to any provisions within this Agreement concerning indemnification.

5.6 Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that Owner fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the City may have, the City may, at its sole option, (i) immediately terminate this Agreement; or (ii) order Owner to immediately vacate the City Property until Owner demonstrates compliance with the insurance requirements in this Agreement.

6. Runs with the Land. So long as this Agreement remains in effect, the obligations and benefits provided for in this Agreement shall run with the above-described land and shall be binding on the Parties hereto; all parties having or acquiring any right, title, or interest in the Owner Property or City Property; and their heirs, legal representatives, successors, and assigns.

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

8. 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.

9. 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.

10. Anti-Assignment Clause. Licensee shall not assign, delegate, transfer, or sublicense any duty or right under this Agreement, or any portion of the Licensee's use of the Premises.

11. Provisions Cumulative. All provisions contained herein are cumulative and in addition to and not in limitation of any other rights or remedies available to the City.

12. Merger Clause. This Agreement and its attachments, if any, constitute the entire understanding of the Parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any attachments, the provisions of this Agreement shall prevail.

13. Anti-Waiver Clause. None of the provisions contained herein shall be waived because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived, in whole or in part.

14. Severability. The 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.

15. Notice. Any notice required to be given pursuant to this Agreement shall be in writing and addressed as follows:

If to the City:
Vincent McCaw
Real Property Manager
City of Escondido
201 N. Broadway
Escondido, CA 92025

If to Owner:
Mark Kalpakgian
Manager
Partnering with Parents, LLC
355 E. Grand Ave.
Escondido, CA 92025

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

(SIGNATURE PAGE FOLLOWS)

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

PARTNERING WITH PARENTS, LLC

Date: _____

By _____
Mark Kalpakgian
Manager

CITY OF ESCONDIDO

Date: _____

By _____
Paul McNamara
Mayor

(ABOVE SIGNATURES MUST BE NOTARIZED; ACKNOWLEDGMENT PAGES FOLLOW)

APPROVED AS TO FORM:

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

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)

Owner

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

Exhibit A

Legal Description of Owner Property

Certain real property located in the County of San Diego, State of California, more particularly described as follows:

Parcel 1:

THE WESTERLY 30 FEET OF THE EASTERLY 130 FEET OF THE SOUTHERLY 140 FEET OF THE NORTHERLY 354 FEET OF LOT 25 IN BLOCK 10 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

EXCEPTING THEREFROM THAT PORTION THEREOF, IF ANY, LYING WITHIN THE SOUTHERLY 267 FEET OF SAID LOT 25.

Parcel 2:

THE WESTERLY 55 FEET OF THE EASTERLY 185 FEET OF THE SOUTHERLY 140 FEET OF THE NORTHERLY 354 FEET OF THAT PORTION OF LOT 25 IN BLOCK 10 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

EXCEPTING THEREFROM THAT PORTION THEREOF, IF ANY, LYING WITHIN THE SOUTHERLY 267 FEET OF SAID LOT 25.

Parcel 3:

THAT PORTION OF LOT 25 IN BLOCK 10 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 25; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT, A DISTANCE OF 267 FEET TO THE TRUE POINT OF BEGINNING; THENCE WESTERLY AT RIGHT ANGLES TO SAID EASTERLY LINE, 330 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID LOT; THENCE NORTHERLY ALONG SAID WESTERLY LINE 140 FEET MORE OR LESS TO THE SOUTHERLY LINE OF THE NORTHERLY 214 FEET OF SAID LOT 25; THENCE EASTERLY ALONG SAID SOUTHERLY LINE 330 FEET, MORE OR LESS, TO THE EASTERLY LINE OF SAID LOT; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 140 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE EASTERLY 185 FEET AND THE WESTERLY 50 FEET.

Parcel 4:

THAT PORTION OF LOT 25 IN BLOCK 10 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886, DESCRIBED AS FOLLOWS:

THE NORTHERLY 140 FEET OF SAID LOT 25.

EXCEPTING THE WESTERLY 50 FEET THEREOF, AND EXCEPT THE EASTERLY 200 FEET THEREOF.

Parcel 5:

THAT PORTION OF LOT 25 IN BLOCK 10 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886, DESCRIBED AS FOLLOWS:

THE SOUTHERLY 74 FEET OF THE NORTHERLY 214 FEET OF SAID LOT 25.

EXCEPTING THEREFROM THE EASTERLY 100 FEET THEREOF, ALSO EXCEPTING THEREFROM THE WESTERLY 45 FEET THEREOF.

Exhibit B

Legal Description of City Property

All that certain real property situated in the City of Escondido, County of San Diego, State of California, described as follows:

Parcels 2, 3, 4, 5, 6, 7, and 8 as described in Exhibit "A" of that certain Grant Deed recorded on July 15, 1992 as Document No. 199200443955 in the Official Records of the San Diego County Recorder's Office.

Exhibit C

Depiction of Parking Spaces and Description of Student Drop-Off/Pick-Up Plan

Owner shall have non-exclusive use of 33 parking spaces in the City of Escondido parking lot on the south side of Woodward Avenue, as identified in Figure 1 below, and subject to the terms of the Agreement.

Figure 1: The Classical Academy Middle School- Faculty and Staff Parking



Morning student drop-off occurs Tuesday, Wednesday, and Thursday from 8 a.m. to 8:25 a.m. The campus opens for students at 8 a.m., and instruction starts at 8:25 a.m.

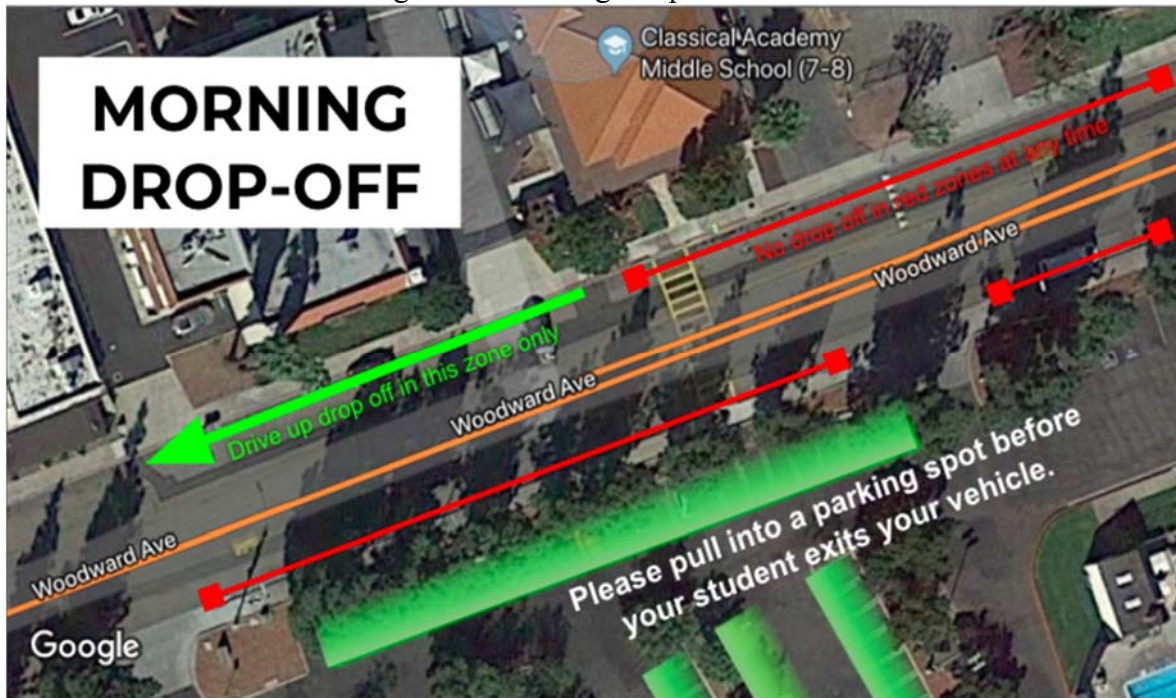
Two methods of student drop-off are available. The first method involves a drive-through drop-off zone on Woodward Avenue, indicated with the green arrow in Figure 2. Each morning, cones are placed on Woodward Avenue to identify and delineate this zone. Within the zone, parents may

pull up to the curb along the north side of Woodward Avenue, and students may safely exit the vehicles from the sidewalk side. If the queue for drop-off extends eastward past the crosswalk that is located directly in front of the middle school, parents are directed to wait at the curb just east of the eastern neighbor's driveway until there is room in the drop-off zone. The drop-off zone does not block or impede through traffic on Woodward Avenue. Approximately 35% of students are dropped off this way.

The second drop-off method utilizes the City parking lot on the south side of Woodward Avenue. Parents enter this parking lot from either Woodward Avenue or Escondido Boulevard, pull into parking spaces, and let their students out of their vehicles while parked (the parking spaces colored in green in Figure 2 depict the approximate area used by parents dropping off students, though this Agreement is not establishing exclusive use of these spaces for student drop-off purposes). Students then proceed to the public crosswalk located in front of the middle school, where a crossing guard is stationed between 8 a.m. and 8:30 a.m. to escort them across the street to school. Approximately 65% of students are dropped off this way.

During school hours, temporary signs are placed along Woodward Avenue to alert the community of students present, as well as to prohibit drop-off in the red zones identified in Figure 2. A permanent speed limit sign (with flashing yellow light) restricts speed on Woodward to 25 miles per hour in the vicinity of the school, when children are present. Additional permanent signage identifies the crosswalk and shows drivers where to yield to pedestrians so as not to block any driveways along Woodward.

Figure 2: Morning Drop-Off Areas



Afternoon student pick-up occurs Tuesday, Wednesday, and Thursday from 3:25 p.m. to 3:45 p.m. The last class of the day releases at 3:25 p.m.

At the end of the school day, all students are ushered off campus, across the public crosswalk, and into a “waiting area” within the City parking lot, as indicated by the red block in Figure 3. This area is blocked off by cones and caution signs to keep students safely out of the path of traffic while they wait for their parents to arrive. The waiting area impacts 11 parking spaces, and non-exclusive use of these 11 spaces is granted to the school through the Agreement.

Staff members are stationed within the waiting area and at various other points in the City parking lot, as well as on Woodward Avenue, as indicated by the yellow diamonds in Figure 3. These staff members and teachers wear brightly-colored construction vests for visibility and provide supervision to the students as well as traffic control for vehicles moving through the parking lot.

Parents enter the parking lot from Woodward Avenue or Escondido Boulevard and pull into parking spaces (the parking spaces colored in green in Figure 3 depict the approximate area used by parents picking up students, though this Agreement is not establishing exclusive use of these spaces for pick-up purposes). Parents may then exit their vehicles to walk over to the red waiting area to get their children and escort them back to the car. Alternatively, students may point out their parents to a staff member, who may then escort them to the car, or may allow the student to walk to the car alone if there are no moving vehicles in the area.

Unlike the morning drop-off, no afternoon pick-up occurs along Woodward Avenue. All pick-up takes place within the City parking lot, as described above and depicted below in Figure 3.

Figure 3: Afternoon Pick-Up Area

**EXHIBIT D
FINDINGS OF FACT
Classical Academy Shared Parking Agreement
PL21-0026**

Environmental Determination

- 1 Pursuant to the California Environmental Quality Act or CEQA (Public Resources Code Section 21000 et. seq.) and its implementing regulations, the State CEQA Guidelines (Article 14 of the California Code of Regulations, Section 15000 et. seq.), the City of Escondido is the Lead Agency for the project ("Project"), as the public agency with the principal responsibility for approving the Project.

- 2 All of the requirements of the California Environmental Quality Act have been met because it was found that the project will not have a significant effect on the environment per the Class 11 CEQA Exemption (Sections 15311 (b) of the CEQA Guidelines). The proposed project qualifies for the Class 11 CEQA Exemption because it is a small parking lot that is an accessory to an existing institutional use.

Off-site Joint-Use Parking

1. The Joint Use Parking Agreement is being granted since the building that needs additional parking is within ¼ mile of a parking facility that has available spaces.

2. The request for a Joint Use Parking Agreement will not cause any conflict in the principal operating hours of the building or uses for which the joint use off-street parking facilities is proposed because the school facility are requesting a morning/afternoon Shared Parking Agreement.

3. The parties involved in the request for a joint use parking agreement have provided a Joint Use Parking Agreement that is suitable for recordation.

EXHIBIT E
CONDITIONS OF APPROVAL
PLANNING CASE NO. PL21-0026

This Joint Use Parking Agreement (“Agreement”) attached to this Planning Commission Resolution No. 2021-14 as Exhibit “C” satisfies a Condition of Approval for the Project which was previously conditionally approved by the Escondido Zoning Administrator on April 27, 2021, by Zoning Administrator Resolution No. 2021-02. All conditions of approval applied to the project remain valid and in effect unless specifically modified herein.

For the purpose of these conditions, the term “Applicant” shall also include the Project proponent, owner, permittee, or its successor(s) in interest, as may be applicable.

1. The Agreement shall be recorded with the County Recorder’s Office to ensure that sufficient parking will be available for the Project. The Agreement shall be in the form specified in Exhibit “X” to this resolution, and shall be approved to form by the City Attorney, approved by the City Council, and signed by the City Manager prior to recordation
2. Activities/uses that are not directly related to on-site instruction and school assembly use, which would generate traffic and parking demand in addition to the traffic and parking demand generated by the school, are prohibited to be conducted simultaneously with on-site instruction or any other student-related services assembled on the school campus.
3. The on-site activities/uses shall not create overflow parking that results in patrons parking on adjacent streets, or in adjacent parking facilities, other than the parking lot specified in the agreement.
4. The school shall continue to use the Woodward parking lot as part of the overall temporary student drop-off and pick-up system. In the event that the off-site spaces associated with the Woodward parking lot are no longer available, the potential loss of parking would have to be mitigated by conditions, which may also require removal of fixed-seating, student enrollment capacity reductions, and/or other measures to reduce peak parking or traffic flow demand.
5. Any parking complaints received by the City are required to be mitigated by the Applicant, to the satisfaction of the Director of Community Development and the City Engineer.
6. No queuing of vehicles shall be permitted on adjacent public streets. If any queuing is not remedied to the satisfaction of the City Engineer, the Project may be referred to the Planning Commission for review and possible revocation or modification of the Permit regarding non-compliance with the Conditions of Approval.

7. The Applicant shall provide a parking monitor (i.e. school site administration or staff) to guide student drop-off and pick-up and to guide motorists to designated areas and to discourage motorists from parking on public streets. A crossing guard shall be provided by the Applicant at all crossing points on Woodward Avenue. (The parking monitor and crossing guard(s) shall be contracted entirely at the Applicant's expense.) The Applicant, parking monitor, and crossing guard(s) shall continuously monitor the overall temporary student drop-off and pick-up system to ensure that students enter and exit the school grounds safely.
8. The Parking and Drop-off/Pick-up Management Plan shall identify the approach to ensuring continued compliance with required conditions of approval. Among other things, the Plan shall include 1) parking counts for on-site, off-site, and street parking that is related to parking demand from school-related activities; 2) information regarding queuing on Woodward Avenue as it related to vehicles entering the school site or Woodward Parking lot; 3) the manner in which the Applicant monitors drop-off and pick-up behaviors for compliance with the conditions, which may include an annual program reviews, field inspections, or surveys which the City may deem appropriate; and 4) all effectual design and operational controls/features in the Applicant's development plans (such as staggered start/end times, parking agreements, short-term parking, transit subsidies, bike parking, traffic control enforcement, or other tools) to achieve parking efficiency.
 - a. If legitimate and verified complaints (regarding school related parking lot capacity, overflow parking, queuing, etc.) are received by the City in regard to parking and traffic related to Project activities, the Director of Community Development shall notify the Applicant, which shall have 30 days to remedy the issue to the satisfaction of the Director. If the issue is not remedied satisfactorily within this time frame or the same valid and verified complaint is received after the 30-day period, the Director may request an independent parking study be prepared. (The traffic/parking consultant shall be contracted entirely at the Applicant's expense.) In addition, implementation of additional design and operational control/features may be required by the Director of Community Development in the event that the specified performance standards relating to parking and traffic are not adhered to by the Project. Thereafter, the Director may at his/her discretion require independent parking studies be re-initiated and conducted at the same frequency and intervals as previously required if the City receives legitimate parking complaints related to on-street or off-site parking and traffic issues.
 - b. The City shall have every right to pursue every available remedy at law for any failure to comply with the conditions of the Project or any breach of the approved components of the Parking and Drop-off/Pick-up Management Plan.



PLANNING COMMISSION

Agenda Item No.: H.4
Date: October, 12, 2021

PROJECT NUMBER / NAME: E21-0066 / Escondido Creek Trail

REQUEST: A request for Planning Commission Design Review of the potential improvements to the existing Escondido Creek Trail.

LOCATION: 4.5-mile corridor along Escondido Creek

APN / APNS: N/A

GENERAL PLAN / ZONING: Flood/Flood Control Chanel

APPLICANT: City of Escondido

PRIMARY REPRESENTATIVE:
Joanna Axelrod, Deputy City Manager/Director Communications & Community Services

DISCRETIONARY ACTIONS REQUESTED: None.

PREVIOUS ACTIONS: The Escondido Creek Trail Master Plan Report was approved in 2012.

PROJECT PLANNER: Sean Nicholas, Principal Planner

CEQA RECOMMENDATION: The project is still being evaluated from a CEQA perspective. A final CEQA review and determination will be made by the City Council following the public review process.

REQUESTED ACTION: Review and recommend approval of potential improvements to the Escondido Creek Trail.

CITY COUNCIL REVIEW REQUIRED: YES NO

REPORT APPROVALS: Adam Finestone, Interim Director of Community Development

A. BACKGROUND:

The Escondido Creek Trail was developed in the late 1990s. The intent of the trail is to provide pedestrian and bicycle access, while activating a facility that runs through a majority of the city from west to east. In 2012, an Escondido Creek Trail Master Plan was developed and approved. This document laid out the concepts regarding how the Escondido Creek Trail should be enhanced over time. Consistent with that vision, a variety of components are being incorporated into this enhancement project including: removal of asphalt in certain locations, utilization of decomposed granite (“DG”), meandering paths, new fencing, outdoor fitness facility, improved lighting for safety, and landscaping improvements.

Discretionary approval is not required for the proposed improvements, but Planning Commission Design Review is required pursuant to Escondido Zoning Code Section 33-1354(e) as this is a City-initiated project which involves public facilities.

B. SUMMARY OF REQUEST:

The City of Escondido Community Service Department is requesting Design Review approval from the Planning Commission. The project is the implementation of the Escondido Creek Trail Master Plan (Master Plan). Staff is working closely with the design team, RRM, to develop plans for the entire trail that could be quickly implemented once funding and additional grants become available. The Trail-wide potential improvements include:

- Rehabilitation of existing asphalt areas, including re-striping
- Installation of DG at various locations along the Escondido Creek Trail
- Decorative light standards to improve safety
- Outdoor fitness site for the public
- Replacement of the existing chain link fence, primarily with black wrought iron fencing
- New landscaping utilizing recycled water
- New trail signs
- New playground
- New public art display, focusing on local Native American tribes

Attachment 2 to this report includes preliminary landscape plans and plant inspiration images for the Trail.

Concept plans for the full Creek Trail are being developed at this time (up to a 60% design), with complete design for the initial area of improvements limited to the central portion of the trail, and minor improvements (primarily fencing and ground cover) in other portions. Having all Trail improvements designed to 60% completed plans, enables Staff to apply to a wider range of grant opportunities.

C. PROJECT ANALYSIS:

1. General Plan Conformance:

The proposed enhancement of the Escondido Creek Trail is consistent with multiple policies in the General Plan. In particular, Pedestrian Network Policies 3.3, 3.4, and 3.5, and Bicycle Network Policy 4.4. The improvements to the Escondido Creek Trail will make the existing trail more appealing and inviting. The new landscaping, public art, new fencing, and replacement of asphalt with DG in some locations will be a significant aesthetic upgrade, while the proposed lighting will create a safer environment for utilization. In addition, further activating the Escondido Creek Trail may reduce vehicle traffic as the Trail will provide direct access to residential and commercial uses, schools, and other alternative transportation options. While some asphalt will be removed, a majority of the asphalt will be re-habilitated and re-stripped to promote bicycle use on the Trail.

2. Zoning Conformance:

The proposed project is subject to Planning Commission Design Review, but not subject to a discretionary approval. The goal of this design review is to provide input and support of various project components during the design phase of the project. There are required findings associated with design review, that staff has analyzed and found the project to be consistent with. In particular, the use of various ground cover materials to soften the look of the trail, and the installation of new fencing to replace the chain link fencing will be immediate visual improvements. The landscaping proposed is primarily native plants, and all are drought tolerant. In addition, the irrigation to be utilized will be from the City's recycled water system. The landscaping is also balanced between the use of trees and shrubs consistent with the design review standards of Section 33-1357.

There are no proposed solid walls associated with the project, and all proposed light fixtures will have necessary "light cut offs" to ensure there will be no light spillage on surrounding areas and uses.

While the goal is for all elements of the proposed project to be completed as part of this project, funding will dictate the portion of the project that will be constructed in the initial phase. Construction drawings are being prepared for the entire project at this time so that the project will be "shovel-ready" when funding becomes available. Though the full extent of what improvements are completed will depend on grant and general fund support.

D. FISCAL ANALYSIS:

Funding for the design and first phase of project construction is being funded through a Proposition 68 grant. The specific locations/extent of the first phase of construction will be dependent on the ultimate cost of improvements that are being determined through the design process currently underway. Staff is working to identify additional funding opportunities to construct future phases of the project. It should be noted that, by completing construction

drawings for the entire project at this time will open up additional funding opportunities for projects that are considered “shovel-ready” rather than those that still require additional design work.

E. ENVIRONMENTAL STATUS:

Preparation of a Mitigated Negative Declaration (“MND”) is underway for the project. The MND will be considered by the City Council prior to awarding the construction contract.

F. PUBLIC INPUT:

There was an extensive public outreach associated with the development of the Escondido Creek Trail Master Plan. The proposed project is consistent with those goals and design aspects. The Community Service Department continues to reach out to existing uses and residents around the trail to keep them informed of the proposed project and construction timeline. Thus far, staff has only received support for the proposed improvements.

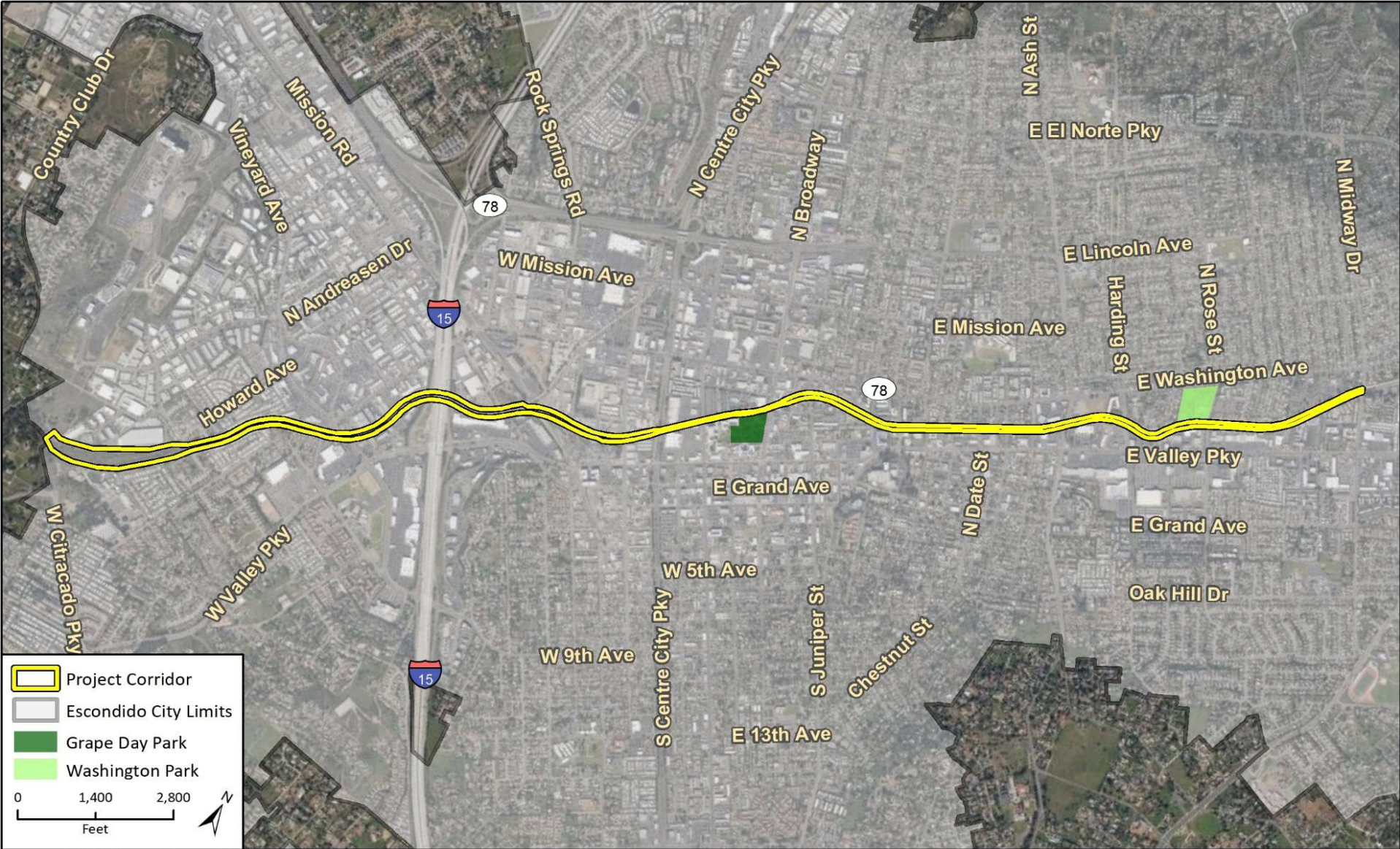
G. CONCLUSION AND RECOMMENDATION:

The Escondido Creek Trail project will provide an immediate, significant improvement to the aesthetics and safety of the trail. The grant funds will cover a majority of the cost for the first phase of improvements, and approval of design review by the Planning Commission will help move the project forward to construction. Staff recommends the Planning Commission support the amenities and improvements to the Escondido Creek Trail.

ATTACHMENTS:

1. Location Map
2. Draft Escondido Creek Trail landscape plan and potential improvements

Escondido Creek Trail



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Fig 2 Project Corridor

ATTACHMENT 2
**DRAFT ESCONDIDO CREEK TRAIL LANDSCAPE PLAN AND POTENTIAL
IMPROVEMENTS**

Due to the file size of the pages of Attachment 2, the following link has been provided to review the document electronically on the City's web site:

<https://www.escondido.org/Data/Sites/1/media/PlanningCommission/ECTAttachment2.pdf>

A hardcopy of the Attachment is available for review in the Office of the Planning Division during normal business hours (8:00 a.m. to 5.00 p.m.).



PLANNING COMMISSION

Agenda Item No.: H.3
Date: October 12, 2021

PROJECT NUMBER / NAME: PHG21-0026 / East Valley Specific Plan Update EIR

REQUEST: Receive and file the informational report and status update

LOCATION: East Valley Specific Plan Area

APN / APNS: N/A

APPLICANT: Community Development Department

GENERAL PLAN / ZONING: Office (O); General Commercial (GC); Mix-Use Overlay (MU/Commercial General and Commercial Professional

PRIMARY REPRESENTATIVE: Darren Parker, Associate Planner

DISCRETIONARY ACTIONS REQUESTED: N/A

PREVIOUS ACTIONS: Previous informational presentations to the Planning Commission as described in the staff report.

PROJECT PLANNER: Darren Parker, Associate Planner

CEQA RECOMMENDATION: The informational presentation qualifies for exemptions pursuant to CEQA Guidelines section 15262 (Feasibility and Planning Studies) and section 15306 (Information Collection).

STAFF RECOMMENDATION: Receive and File

REQUESTED ACTION: None

CITY COUNCIL HEARING REQUIRED: YES NO

REPORT APPROVALS:

Adam Finestone, AICP,
Interim Director of Community Development

A. BACKGROUND:

The City of Escondido (“City”) was awarded grant funding to develop three different housing plans/studies: 1) a Housing Element Update, 2) a Sector Feasibility Study, and 3) a Specific Plan for the East Valley Parkway area. These three housing studies and plans were linked together, through a common work program theme, called the Housing and Community Investment Study (“HCIS). The HCIS is a coordination of related studies intended to identify a comprehensive vision for maintaining, preserving, and developing housing to address Escondido’s quality of life needs. Background project material is provided on the City’s project website at <https://www.escondido.org/hcis.aspx>

The City is in the process of drafting a new specific plan for the area immediately east of the downtown area, called the East Valley Parkway Specific Plan (“EVSP”), which will introduce hundreds of new multi-family residential units to this commercial corridor. The City hired Rick Engineering to prepare the East Valley Parkway Specific Plan.

The City also hired Harris and Associates to prepare the required environmental document(s) for the EVSP. The City proposes to prepare a Program Environmental Impact Report (“EIR”) per California Environmental Quality Act (“CEQA”) Guidelines section 15168, to address potential direct impacts and cumulative impacts associated with air quality, biological resources, cultural resources/tribal resources, greenhouse gas emission, noise and transportation. This will facilitate CEQA streamlining under Section 15168(c) and (d), which allows future projects consistent with those evaluated in the Program EIR to be exempt from further CEQA review. The Program EIR will also facilitate utilization of Public Resources Code Section 21159.24, which allows urban infill residential development that meets certain criteria to be exempt from CEQA review. Since the Program EIR is for the Specific Plan, future developmental will also utilize an expanded exemption under government Code Section 65457 that will apply to certain residential, commercial, and mixed use development projects that are consistent with the Specific Plan.

B. SUMMARY OF REQUEST:

Review and File the informational report and status update.

C. SUPPLEMENTAL DETAILS OF REQUEST:

During the course of the Program EIR for the EVSP, it is anticipated that the Planning Commission would continue to receive regular status updates about the plans and studies. Table 1 below is an updated schedule for the Program EIR. Task 1 and 2 have been completed.

Table 1: Program EIR Review Schedule

Task No.	Task Name	Millstone or Target Date
1	Project Initiation	December 14, 2020 (Completed)
2	Notice of Preparation (NOP)	March 15, 2021 (Completed)
3	NOP Scoping Meeting	March 2, 2021
4	Prepare PEIR Technical Studies (Air Quality, Biological Resources, Cultural/Historical Resources, Greenhouse Gas Emissions, Noise and Transportation)	October 18, 2021
5	Prepare Administrative Draft PEIR	November 15, 2021
6	Prepare Screen check Draft EIR	December 13, 2021
7	Prepare Public Review PEIR and Public Review	February 2, 2022
8	Prepare Final PEIR	March 24, 2022

D. PROJECT ANALYSIS:

As a part of the aforementioned Housing Element Update, the City must implement a rezoning program to accommodate additional residential density. A major component of that is the new EVSP. The Specific Plan will provide opportunities for increased density in the Specific Plan area. The goal of the proposed EVSP is to encourage new housing opportunities, improve economic vibrancy, and allow for flexibility in redevelopment of the EVSP area. It would also allow for a variety of residential uses by allowing for Mixed Use and Urban Residential IV/V (21–30 dwelling units per acre) uses. The proposed EVSP would incorporate a dynamic mix of land uses, ensuring a variety of residential options, linked together through safe streets and a business corridor.

E. FISCAL ANALYSIS:

The action before the Planning Commission is an overview work done to-date and a discussion of the next steps for the Program EIR. Currently, the goal is for the Final PEIR to be considered by both the Planning Commission and City Council in early Spring 2022. There is no fiscal impact associated with this update. The cost associated with the preparation of the Program EIR is included within the Community Development Department budget.

HCD has supported the HCIS planning effort by awarding the City \$310,000 through an SB 2 Planning Grant; and \$500,000 through a Local Early Action Planning (“LEAP”) Grant Program.

Project Name: East Valley Specific Plan Update EIR (PHG 21-0026)
Planning Commission Meeting
Date: October 12, 2021

F. CONCLUSION AND RECOMMENDATION:

Receive report and file.

ATTACHMENTS:

None

Agenda Item No. H.4
Date: October 12, 2021

DATE: October 12, 2021
TO: Planning Commission
FROM: Kurt Whitman, Senior Deputy City Attorney
SUBJECT: Brown Act Presentation (AB 361)

The Ralph M. Brown Act (Government Code section 54950 et seq.) (the “Brown Act”) requires the work of the Planning Commission to be conducted in a manner that is transparent to the public. Upon commencing their term of service with the Planning Commission, each Planning Commissioner received a memorandum from the City Attorney’s Office summarizing key requirements of the Brown Act. Kurt Whitman, Senior Deputy City Attorney, provided a brief presentation on certain Brown Act issues at the August 24, 2021, Planning Commission meeting. On September 16, 2021, Governor Newsom signed into law AB 361, which, in part, extends and modifies certain Brown Act requirements related to teleconferencing. A brief follow-up presentation on these requirements will be provided at the October 12, 2021, meeting.

Agenda Item No. H.5
Date: October 12, 2021

DATE: October 12, 2021
TO: Planning Commission
FROM: Adam Finestone, Interim Director of Community Development
SUBJECT: State of California Housing Legislation

September was a very busy month with regard to adoption of housing legislation in the State of California. Senate Bills (“SB”) 8, 9, and 10, and Assembly Bill (“AB”) 1174, were signed into law by Governor Newsom on September 16, 2021. Senate Bills 290, 478 and 791, and Assembly Bill 1398, were signed into law on September 28, 2021.

SB 8 – Extends and modifies various provisions of the Housing Crisis act of 2019

SB 9 – Mandates ministerial approval of two-unit development projects and “urban lot splits”

SB 10 – Authorizes local governments to adopt ordinances that allow up to 10 dwelling units on most parcels regardless of existing zoning designations

AB 1174 – Clarifies and expands upon various provisions of SB 35 related to streamlined and ministerial approval processes

SB 290 – Modifies various provisions of state Density Bonus Law

SB 478 – Addresses Floor-Area-Ration (FAR) requirements, and establishes public review criteria for Housing Element amendments.

SB 791 – Creates a unit within HCD to facilitate residential development of land subject to the Surplus Land Act

AB 1398 – Modifies Housing Element deadlines and revision cycles

Staff will present information at the October 12, 2021, Planning Commission meeting on some of this legislation, focusing primarily on SB 9 and its implications.