

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.

	<u>FEE AMOUNT</u>
<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.

	<u>FEE AMOUNT</u>
<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

	FEE AMOUNT
<input type="checkbox"/> TRAFFIC FEE REGIONAL (RTCIP)	Residential: 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.

	FEE AMOUNT
<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

	FEE AMOUNT
<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

PURPOSE: Pass-thru fee to the state to finance monitoring and mapping programs for seismic activity.

APPLICABLE TO: All building permits.

AUTHORITY: State law - Public Resources Code Section 2705-2709.1 (1971)

<input type="checkbox"/> GREEN BUILDING FEE	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">\$1 - 25,000</td> <td style="width: 20%;"></td> <td style="width: 40%;">= \$1.00 fee (\$1.00 minimum)</td> </tr> <tr> <td>\$25,001 - 50,000</td> <td></td> <td>= \$2.00</td> </tr> <tr> <td>\$50,001 - 75,000</td> <td></td> <td>= \$3.00</td> </tr> <tr> <td>\$75,001 - 100,000</td> <td></td> <td>= \$4.00</td> </tr> <tr> <td>Every \$25,000 or fraction thereof above \$100,000</td> <td></td> <td>= add \$1</td> </tr> </table>	\$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
\$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
<i>(Use to increase Val. for new construction)</i>	

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>	
		Building	28.12
<u>Stone-Brick Veneer</u>	13.23	Greenhouses (Horticulture)	8.27
		<u>Retaining Walls</u> (Conc. or Masonry)	26.47
<u>Pile Foundations:</u>			
Cast-in Place Concrete	34.74 per L.F.		
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

<u>RESIDENTIAL</u>	<u>WATER CONNECTION</u>	<u>WASTEWATER CONNECTION</u>
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.	
	<u>WATER CONNECTION</u>	<u>*WASTEWATER CONNECTION</u>
<u>COMMERCIAL/INDUSTRIAL</u>		
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

<u>WATER METER</u>	<u>WATER CONNECTION FEE</u>	<u>**SDCWA CAPACITY CHARGE</u>	<u>WATER METER DROP IN FEE SEE UTILITIES</u>
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:

- For sewer lateral charges contact the Engineering Department at 839-4651.
- For water meter charges contact the Finance Department, Utility Billing, at 839-4682.
- 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
- 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.....	<i>See schedule</i>	391.00
Cafe.....	<i>on page 18</i>	329.00
Specialty Restaurant (china service)	(based on water	256.00
Pizza (paper service)	meter size)	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 =	\$448,328.00

<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

Fees Due at Time of Building Plan Check Submittal:	
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

Fees Due at Time of Building Permit Issuance:	
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

Fees Due at Time of Building Plan Check Submittal:	
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

Fees Due at Time of Building Permit Issuance:	
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
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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 #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
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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 #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 (<i>based on 3/4" meter</i>)	\$ 4,690.00
Wastewater Connection Fee (<i>minimum 1 EDU</i>)	\$ 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 (<i>California State Fee</i>)	\$ 10.85
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 3/4" water meter. Paid at time of meter purchase</i>)	\$ 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) =
	\$ 597,200.00
	Valuation =
	\$ 597,200.00

<u>Fees Due at Time of Building Plan Check Submittal:</u>	
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

<u>Fees Due at Time of Building Permit Issuance:</u>	
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

Fees Due at Time of Building Plan Check Submittal:	
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

Fees Due at Time of Building Permit Issuance:	
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 (based on 1" meter)	\$ 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 (California State Fee)	\$ 24.14
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 1" water meter. Paid at time of meter purchase)	\$ 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

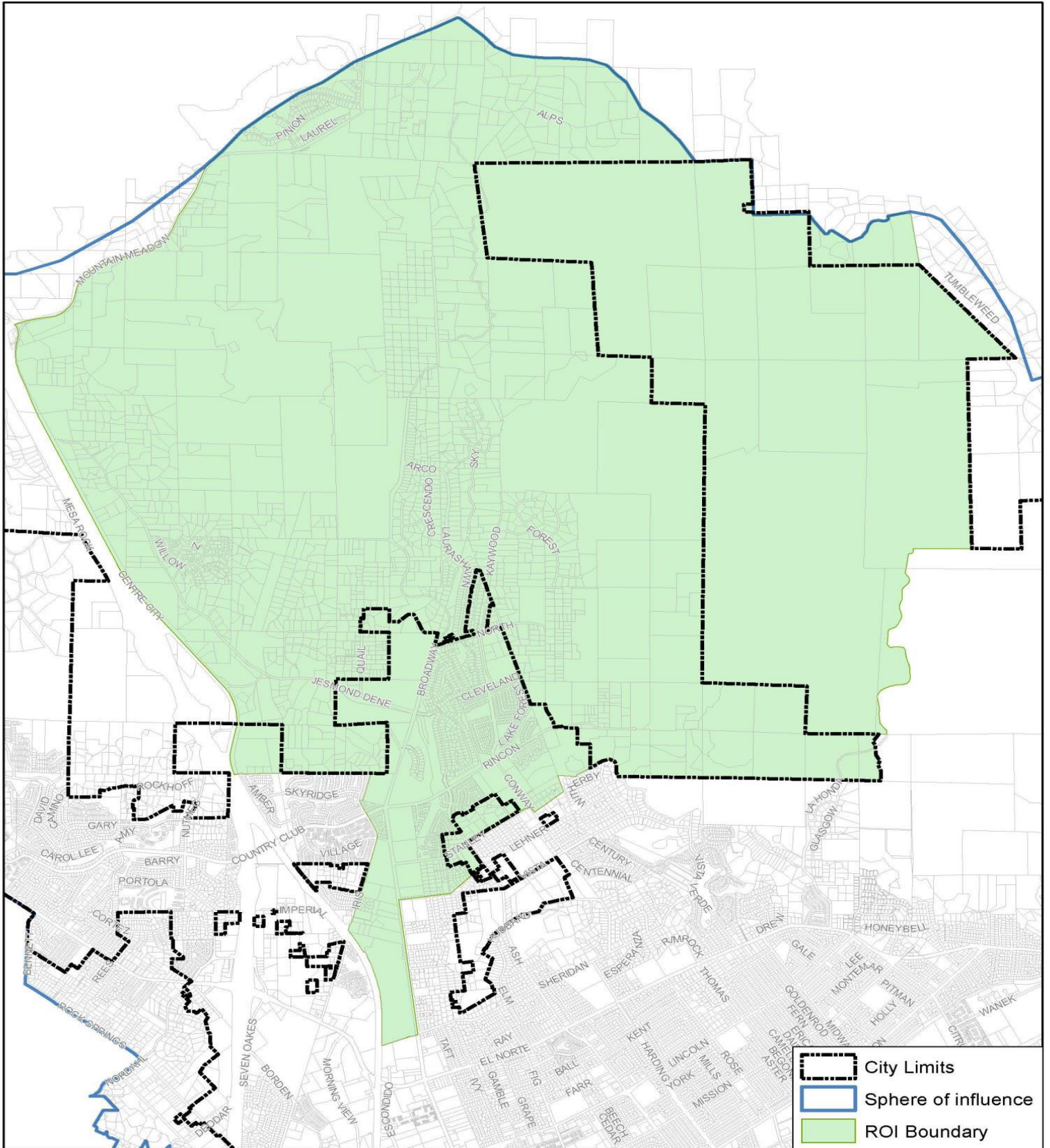
Project Description/Data:	Project Valuation:

<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