CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, APRIL 19, 2023

4:00 PM - Closed Session (Cancelled)
5:00 PM - Regular Session
Escondido City Council Chambers, 201 North Broadway, Escondido, CA 92025

WELCOME TO YOUR CITY COUNCIL MEETING

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

MAYOR
Dane White

DEPUTY MAYOR
Joe Garcia (District 2)

COUNCILMEMBERS
Consuelo Martinez (District 1)
Christian Garcia (District 3)
Michael Morasco (Disctrict 4)

CITY MANAGER
Sean McGlynn

CITY ATTORNEY
Michael McGuinness

CITY CLERK
Zack Beck

HOW TO WATCH

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

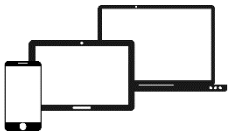
In Person

201 N. Broadway

On TV

Cox Cable Channel 19 and U-verse Channel 99

Online



www.escondido.org

CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, APRIL 19, 2023

HOW TO PARTICIPATE

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

In Person

Fill out Speaker Slip and Submit to City Clerk

In Writing

https://escondido-ca.municodemeetings.com

ASSISTANCE PROVIDED

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

CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, APRIL 19, 2023

REGULAR SESSION
5:00 PM Regular Session

MOMENT OF REFLECTION

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

FLAG SALUTE

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

CALL TO ORDER

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

PROCLAMATIONS

National Volunteer Week, April 16-22, 2023

PRESENTATIONS

Volunteer Escondido

Council Awards

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

Items on the Consent Calendar are not discussed individually and are approved in a single motion. However, Council members always have the option to have an item considered separately, either on their own request or at the request of staff or a member of the public.

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

2. **APPROVAL OF WARRANT REGISTER (COUNCIL)** -
Request the City Council approve the City Council and Housing Successor Agency warrant numbers:

- 372385 – 372533 dated April 5, 2023.

Staff Recommendation: Approval (Finance Department: Christina Holmes)

3. **APPROVAL OF MINUTES: None**

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

5. **AWARD CONSULTING AGREEMENT TO HOCH CONSULTING FOR PROJECT MANAGEMENT AND ENGINEERING SERVICES FOR CAPITAL IMPROVEMENT PROGRAM PROJECTS**
Request the City Council adopt Resolution No. 2023-46, authorizing the Mayor, on behalf of the City, to execute a consulting services agreement with Hoch Consulting for project management and engineering services in the amount of $300,000 to be billed hourly over the course of one year.

Staff Recommendation: Approval (Development Services Department: Andrew Firestine, Director of Development Services and Julie Procopio, City Engineer)

Presenter: Jonathan Schauble, Principal Engineer

a) Resolution No. 2023-46

6. **ESCONDIDO CITY EMPLOYEES ASSOCIATION (ECEA): DECERTIFICATION AND RECOGNITION**
Request the City Council adopt Resolution No. 2023-48, to address the change in recognized employee organizations from the Escondido City Employees Association ("ECEA")
– Administrative/Clerical/Engineering ("ACE") Bargaining Unit, to Teamsters Local 911 ("Teamsters") Administrative, Clerical, Engineering Bargaining Unit or the Escondido Police Officers' Association ("EPOA") Non-Sworn Bargaining Unit for designated classifications.

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

Presenter: Jessica Perpetua

a) Resolution No. 2023-48

7. ENTERPRISE RESOURCE PLANNING SYSTEM PURCHASE

Request the City Council adopt Resolution No. 2023-49, authorizing the Chief Information Officer to execute, on behalf of the City of Escondido (City), a main subscription agreement with Workday, Inc. for an Enterprise Resource Planning SaaS solution.

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

Presenter: Rob Van De Hey

a) Resolution No. 2023-49

8. DECLARATION OF VACANCY – PLANNING COMMISSION

Request the City Council declare a vacancy on the Planning Commission, per Sec. 2-26 of the Escondido Municipal Code.

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

Presenter: Zack Beck

PUBLIC HEARINGS

9. WEST COAST ARBORISTS PROJECT – MASTER PLAN AMENDMENT, PRECISE DEVELOPMENT PLAN AND CONDITIONAL USE PERMIT FOR CONTRACTOR SERVICES OFFICE AND OUTDOOR EQUIPMENT STORAGE - PL22-0512

Request the City Council conduct a public hearing on the development proposal and take action on the recommendations of City staff and the Planning Commission, which recommends that the City Council: 1) Introduce Ordinance No. 2023-08 for Master Plan Amendment and Precise Development Plan, and for the adoption of a Notice of Exemption pursuant to the California Environmental Quality Act Guidelines; 2) Adopt Resolution No. 2023-44 approving a Conditional Use Permit.

Staff Recommendation: Approval (Development Services Department: Andrew Firestine, Director of Development Services)

Presenter: Jay Paul, Senior Planner

a) Ordinance No. 2023- 08 (First Reading and Introduction)

b) Resolution No. 2023-44

10. CONTINUED - REVIEW AND AFFIRM COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG"), HOME INVESTMENT PARTNERSHIP PROGRAM ("HOME") AND EMERGENCY SOLUTIONS GRANTS ("ESG") PRIORITIES IN THE 2020-2024 CONSOLIDATED PLAN AND MAKE A SUBSTANTIAL AMENDMENT TO THE 2020 AND 2021 ANNUAL ACTION PLANS

Request the City Council provide direction on the funding priorities for CDBG and HOME activities for FY 2023-24 and adopt Resolution No. 2023-37, approving the substantial amendment to the 2020 and 2021 Annual Action Plans.

Staff Recommendation: Approval (Development Services Department: Andrew Firestine, Director of Development Services)

Presenter: Holly Nelson, LCSW, Housing and Neighborhood Services Manager

a) Resolution No. 2023-37

11. SUBSTANTIAL AMENDMENT TO THE 2020-2024 CONSOLIDATED PLAN AND 2022 ANNUAL ACTION PLAN TO PURCHASE TWO MONARCH FIRE ENGINES FROM SUTPHEN FIRE EQUIPMENT, INC. ("SUTPHEN")

Request the City Council make a Substantial Amendment to the 2020-2024 Consolidated Plan to add a new public safety goal to the Community Development Block Grant ("CDBG") Program; request the City Council adopt Resolution No. 2023-50, authorizing payment of $526,316.81 of unallocated CDBG funds from the 2020, 2021, and 2022 Annual Action Plans for a 25% deposit to Sutphen for two Monarch Fire Engines; and request the City Council adopt Resolution No. 2023-07, authorizing the Fleet Services Division to purchase two Monarch Fire Engines from Sutphen in the amount of $2,073,688.23, through a cooperative purchase contract with Sourcewell. The new contract is 113021-SUT. The cooperative purchase price through Sourcewell includes all taxes, delivery, operator and mechanic training, apparatus inspections in Dublin, Ohio, and all associated fees

Staff Recommendation: Approval (Development Services; Andrew Firestine, Director of Development Services and Public Works: Joseph Goulart, Director of Public Works)

Presenters: Holly Nelson, John Tenger, and Joseph Goulart

a) Resolution No. 2023-50

b) Resolution No. 2023-07

12. APPROVAL OF THE ESCONDIDO POLICE DEPARTMENT MILITARY EQUIPMENT REPORT AND RENEWAL OF ORDINANCE 2022-07

Request the City Council renew Ordinance No. 2022-07 and approve the Escondido Police Department Annual Military Equipment Report in accordance with state law requirements as set forth in Assembly Bill No. 481 ("AB 481").

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

Presenters: Edward Varso, Chief of Police; Kevin Toth, Police Captain; Lisa Rodelo, Deputy Director of Police Support Services

a) Ordinance No. 2022-07

CURRENT BUSINESS

13. REQUEST FOR AUTHORIZATION TO PROCESS A GENERAL PLAN AMENDMENT OF A COMMERCIAL PROPERTY ADDRESSED AT 240 S. HICKORY STREET (PL23-0128)

Request the City Council authorize City staff to accept and process an application for an amendment to the General Plan land-use designation from Office (O) to Urban V (U5) with a density of up to 30 dwelling units per acre (du/ac).

Staff Recommendation: Approval (Development Services Department: Andrew Firestine, Director of Development Services)

Presenter: Jay Paul, Senior Planner

14. BOARD AND COMMISSION MAKE-UP INTERVIEWS

Request the City Council conduct make-up interviews of applicants to fill vacancies on the City's Boards and Commissions.

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

Presenter: Zack Beck

FUTURE AGENDA

15. FUTURE AGENDA

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

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S WEEKLY ACTIVITY REPORT

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

ORAL COMMUNICATIONS

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

ADJOURNMENT

SUCCESSOR AGENCY

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

UPCOMING MEETING SCHEDULE

Wednesday, May 10, 2023	4:00 & 5:00 PM	Regular Meeting, *Council Chambers*
Wednesday, May 17, 2023	4:00 & 5:00 PM	Regular Meeting, *Council Chambers*

Consent Item No. 1 **April 19, 2023**

AFFIDAVITS

OF

ITEM

POSTING –

STAFF REPORT

April 19, 2023
File Number 0400-40

SUBJECT

APPROVAL OF WARRANT REGISTER (COUNCIL)

DEPARTMENT

Finance

RECOMMENDATION

Request approval for City Council and Housing Successor Agency warrant numbers 372385 – 372533 dated April 5, 2023.

Staff Recommendation: Approval (Finance Department: Christina Holmes)

FISCAL ANALYSIS

The total amount of the warrants for the period of March 30 – April 5, 2023, is $820,611.94.

BACKGROUND

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

Consent Item No. 3 **April 19, 2023**

A P P R O V A L

O F

M I N U T E S

STAFF REPORT

ITEM NO. 4

SUBJECT

WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

ANALYSIS

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

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

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

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

RECOMMENDATION

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

Respectfully Submitted,

Zack Beck
City Clerk

STAFF REPORT

April 19, 2023
File Number 0600-10; A-3451

SUBJECT

AWARD CONSULTING AGREEMENT TO HOCH CONSULTING FOR PROJECT MANAGEMENT AND ENGINEERING SERVICES FOR CAPITAL IMPROVEMENT PROGRAM PROJECTS

DEPARTMENT

Development Services, Engineering Division

RECOMMENDATION

Request that the City Council adopt Resolution No. 2023-46, authorizing the Mayor, on behalf of the City, to execute a consulting services agreement with Hoch Consulting for project management and engineering services in the amount of $300,000 to be billed hourly over the course of one year.

Staff Recommendation: Approval (Andrew Firestine, Development Services Director and Julie Procopio, City Engineer)

Presenter: Development Services, Jonathan Schauble

FISCAL ANALYSIS

The cost associated with this consulting agreement will be fully paid from the Capital Improvement Program project accounts and will have no impact on the General Fund. The consulting services agreement with Hoch Consulting for project management and engineering services will be in the amount of $300,000, which will be billed hourly over the course of one year, to multiple capital improvement projects.

PREVIOUS ACTION

On September 29, 2021, the City Council adopted Resolution No. 2021-146 accepting American Rescue Plan Act recovery funds and authorizing the funding of a number of programs and projects.

On June 8, 2022, the City Council adopted Resolution 2022-78 which adopted the Capital Improvement Program and Budget Document which included approximately $106 million to fund infrastructure projects over the next five years.

CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

Over the past five years, over $22-million in Active Transportation, Highway Safety Improvement, Smart Growth Incentive, and State and Federal grant funding has been secured to enable completion of eight additional major capital improvement projects. At the same time, Engineering Services is experiencing a 23% vacancy rate largely fueled by private sector and utility district competition. The combination of additional capital projects and recruitment and retention difficulties has resulted in a volume of capital projects that exceeds the capacity of staff to deliver them. The result is that some project schedules have been delayed making meeting grant-funding requirements more challenging and project delivery less efficient. This contract proposes to expand the capacity to deliver capital projects through hiring of an engineering consultant project manager.

A request for qualifications for project management and construction management services was posted and nine statements of qualifications were received on February 10, 2023. Staff from Development Services evaluated the consultants based on a pre-determined scoring rubric which included qualifications, experience, availability, and hourly rate. The range of hourly rates were from $155/hour to $255/hour for project manager level services. Candidates from the two highest-rated firms were interviewed, and ultimately, Hoch Consulting was selected. Hoch provided a highly-experienced project manager and engineer with full-time availability at a billing rate of $155/ hour.

Staff recommends approval of Resolution No. 2023-46 authorizing a consulting agreement that would allow the Engineering Division to add one full time experienced project manager and professional engineer that would be assigned to manage multiple Capital Projects through the planning, design, and construction phases. Staff further recommends that the City Manager be authorized to execute extension of the Agreement for up to three one-year optional extension periods.

RESOLUTIONS

a. Resolution No. 2023-46

b. Resolution No. 2023-46 Exhibit “A”

RESOLUTION NO. 2023-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A CONSULTING AGREEMENT WITH HOCH CONSULTING FOR PROJECT MANAGEMENT AND ENGINEERING SERVICES

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program ("CIP") budget for various infrastructure projects; and

WHEREAS, additional project management and engineering services are necessary to execute the City's CIP projects in a timely manner; and

WHEREAS, it is in the City's best interest to execute a consulting agreement with Hoch Consulting for project management and engineering services.

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

1. That the above recitations are true.

2. That the Mayor is authorized to execute, on behalf of the City, a Consulting Agreement with Hoch Consulting, which is attached and incorporated to this Resolution as Exhibit "A", and subject to final approval as to form by the City Attorney.

3. That the City Manager is authorized to approve amendments to this contract for up to three one-year options to extend the initial term.

CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of this _____ day of _____, 2023 ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Jonathan Schauble
760-839-4072
("CITY")

And: Hoch Consulting, APC
a California corporation
804 Pier View Way, Suite 100
Oceanside, CA 92054
Attn: Adam Hoch
858-431-9767
("CONSULTANT").

(The CITY and CONSULTANT each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, the CITY has determined that it is in the CITY's best interest to retain the professional services of a consultant to provide project management and engineering services for Capital Improvement Program projects;

WHEREAS, CONSULTANT is considered competent to perform the necessary professional services for the CITY; and

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

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

1. Description of Services. CONSULTANT shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").

2. Compensation. In exchange for CONSULTANT's completion of the Services, the CITY shall pay, and CONSULTANT shall accept in full, an amount not to exceed the sum of **$300,000**. CONSULTANT shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent.

3. Performance. CONSULTANT shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.

4. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this Agreement and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.

    a. Each individual listed on Attachment "B" must file (i) a Statement of Economic Interests Form 700 ("Form 700") pursuant to the California Political Reform Act of 1974 within 30 days of commencing work pursuant to this Agreement and (ii) a "leaving office" Form 700 within 30 days of concluding work pursuant to this Agreement. If the term of this Agreement extends beyond one year, each individual listed on Attachment "B" must file a Form 700 on an annual basis for each subsequent term year on or before the first of April. The CITY may require each individual listed on Attachment "B" to assist the CITY in completing a Form 805 to identify consultants that make or participate in making governmental decisions and identify the consultants' disclosure requirements. The Clerk's Office will coordinate Form 700 and 805 completion on the CITY's behalf.

5. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONSULTANT with 10 days' advance written notice. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONSULTANT, then CONSULTANT shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the Services.

6. City Property. All original documents, drawings, electronic media, and other materials prepared by CONSULTANT pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONSULTANT for any other purpose without the CITY's prior written consent.

7. Insurance Requirements.

    a. CONSULTANT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONSULTANT, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:

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

(2) *Automobile Liability*. ISO Form CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.

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

(4) *Professional Liability (Errors and Omissions)*. Professional Liability (Errors and Omissions) appropriate to CONSULTANT's profession, with limits no less than $2,000,000 per occurrence or claim and $2,000,000 aggregate.

(5) If CONSULTANT maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT.

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

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

(2) *Additional Insured Status*. Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.

(3) *Primary Coverage*. CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

(4) *Notice of Cancellation*. Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.

(5) *Subcontractors*. If applicable, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONSULTANT shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.

(6) *Waiver of Subrogation*. CONSULTANT hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required

by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its agents, representatives, employees, and subcontractors.

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

(8) *Self-Insured Retentions*. Self-insured retentions must be declared to and approved by the CITY.

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

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

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

f. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONSULTANT fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONSULTANT to stop work under this Agreement and/or withhold any payment that becomes due to CONSULTANT until CONSULTANT demonstrates compliance with the insurance requirements in this Agreement.

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

a. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONSULTANT's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY, and only to the extent such Claims arise out of, pertain to, or relate to the negligence, recklessness,

or willful misconduct of CONSULTANT. Further, in no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT's proportionate percentage of fault.

b. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.

c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.

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

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

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

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

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

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

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

16. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.

17. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to

an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.

18. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.

19. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONSULTANT shall promptly provide the other Party with notice of any changes to such contact information.

20. Business License. CONSULTANT shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.

21. Compliance with Laws, Permits, and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONSULTANT shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

22. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONSULTANT agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at http://www.dir.ca.gov/oprl/dprewagedetermination.htm and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

23. Department of Industrial Relations Compliance. This public project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONSULTANT shall post all job site notices required by regulation. CONSULTANT, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any public works contract subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

24. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONSULTANT represents and warrants that all of its employees and the employees of any subcontractor retained by CONSULTANT who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONSULTANT affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONSULTANT

agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.

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

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

CITY OF ESCONDIDO

Date: _____

_____
Dane White, Mayor

Hoch Consulting, APC

Date: _____

_____
Signature

_____
Name & Title (please print)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: _____

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

ATTACHMENT "A"

Scope of Work

A. General

Hoch Consulting, APC, a California Corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with professional project management and engineering services for Capital Improvement Program projects.

B. Location

Consultant shall provide project management and engineering services on a full-time basis which shall include assignment to multiple project locations within City limits. Services shall be performed at Escondido City Hall, located at 201 N. Broadway, Escondido, in an office furnished by the City two days to three days per week, or as needed. When appropriate, services may be provided remotely using equipment furnished by the Consultant.

C. Services

Task 1: Consultant Selection and Management

Task includes preparation of requests for consultant proposals, oversight of consultant selection and management of consultant contracts in accordance with City's purchasing ordinance. Services shall include but are not limited to negotiation of consultant contract scope and fee, managing compliance with contract deliverables, schedule and budget.

Task 2: Project Management Services

Task includes overall management responsibilities for complex and varied capital improvement projects, including, but not limited to, leading project team meetings, preparing meeting notes, following up on action items, communicating with stakeholders and City management team, coordinating with City Clerk, Attorney's Office, and other departments, reporting and management of project schedule and budget.

Task 3: Plan Review, Design and Design Management Services

Task includes review of consultant-prepared plans and specifications, coordination with outside agencies, preparation of technical specifications and bid documents, preparation of plans and exhibits for maintenance projects, management of the bid process, coordinating advertisement, preparing addenda, preparing staff reports, and attending or presenting at City Council meetings.

Task 4: Construction Management and Coordination

Task includes management of construction projects and coordination with City field inspectors, outside agencies, including reviewing submittals, providing responses to requests for information, evaluation of change orders, pay requests, and time impact analyses.

D. Schedule

Consultant will perform work on a full-time basis as an extension of City staff and under the direction of Jonathan Schauble, Principal Civil Engineer. Timing for completion of assignments will be discussed at the time assignments are made. Inquires relating to this Agreement may be directed to Jonathan Schauble, Principal Civil Engineer, at 760-839-4072 or jschauble@escondido.org.

E. Contract Price and Payment Terms

The Consultant will be paid on a time and materials basis in a total amount not exceed **$300,000**. Payment for the services described herein shall be made using hours worked and the hourly rate of $155 per hour which shall remain in effect throughout the term of this Agreement. Services will be billed as services are performed. Consultant shall submit monthly invoices to the City, and the City shall pay Consultant for invoiced services within 30 days of receipt of an invoice.

F. Term

The term of this Agreement shall be for **one year** from the Effective Date of the Agreement ("Initial Term"). The City shall have three one-year options to extend the Initial Term. Any extension of the Initial Term shall be via an Amendment pursuant to Section 12 (Amendment) of the Agreement.

ATTACHMENT "B"

Personnel List

Pursuant to Section 4 of the Agreement, CONSULTANT shall only assign performance of Services to persons listed below.

Professional Engineer

Nick Josten (858) 431-9767 njosten@hochconsulting.com

CONSULTANT shall not add or remove persons from this Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.

Acknowledged by:

Date: _____

_____
Hoch Consulting, Adam Hoch, President

STAFF REPORT

April 19, 2023
File Number 0740-30

SUBJECT

ESCONDIDO CITY EMPLOYEES ASSOCIATION (ECEA): DECERTIFICATION AND RECOGNITION

DEPARTMENT

Human Resources

RECOMMENDATION

Request the City Council adopt Resolution No. 2023-48, to address the change in recognized employee organizations from the Escondido City Employees Association ("ECEA") – Administrative/Clerical/Engineering ("ACE") Bargaining Unit, to Teamsters Local 911 ("Teamsters") Administrative, Clerical, Engineering Bargaining Unit or the Escondido Police Officers' Association ("EPOA") Non-Sworn Bargaining Unit for designated classifications.

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

Presenter: Jessica Perpetua, Director of Human Resources

FISCAL ANALYSIS

None.

PREVIOUS ACTION

The City and the Escondido City Employees' Association Administrative/Clerical/Engineering Bargaining Unit have a Memorandum of Understanding covering July 1, 2021 through June 30, 2023.

BACKGROUND

The City of Escondido Employer Employee Relations Resolution ("EERR") provides the procedures for the decertification of a recognized employee organization; for the recognition of an employee organization; for the modification of established bargaining units; and provides the policy and standards for the employee relations officer to determine appropriate bargaining units. In January 2023, labor representatives from Teamsters and the EPOA submitted petitions from 51 and 8 members respectively who seek decertification from ECEA and recognition of Teamsters and/or EPOA Non-Sworn Bargaining Unit. Also, in January 2023, ECEA representative submitted a decertification and recognition certification which included the same decertification and recognition petition signature sheets previously provided by Teamsters and EPOA.

CITY of ESCONDIDO

STAFF REPORT

City and representatives from ECEA, Teamsters and EPOA met and conferred on several occasions to discuss the best manner to implement the decertification and recognition petitions. A neutral third party reviewed the decertification and recognition petitions and found 67.44% of ECEA ACE members seek decertification. A majority of ECEA ACE members seek to have Teamsters Administrative, Clerical, Engineering Bargaining Unit become their exclusive representative for the purposes of collective bargaining and eight members of ECEA ACE seek to have EPOA Non-Sworn Bargaining Unit become their exclusive representative for the purpose of collective bargaining.

The City found the decertification and recognition petitions complied with the EERR and found that the classifications provided in Resolution 2023-48, Exhibit "A", are appropriate and should be represented by Teamsters in an Administrative, Clerical, Engineering Bargaining Unit and the classifications provided in Resolution 2023-48, Exhibit "B", are appropriate and should be represented by EPOA in the Non-Sworn Bargaining Unit.

On April 19, 2023, ECEA will no longer represent ACE members. Teamsters Administrative, Clerical, Engineering Bargaining Unit and EPOA Non-Sworn Bargaining Unit have agreed to become the recognized employee organizations for the respective positions and will replace ECEA as a party to the MOU for their respective new members.

RESOLUTIONS

a. Resolution No. 2023-48

RESOLUTION NO. 2023-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CITY'S NEGOTIATING TEAM TO EXECUTE, ON BEHALF OF THE CITY, A SUBSTITUTED MEMORANDUM OF UNDERSTANDING TO REPLACE THE ESCONDIDO CITY EMPLOYEES' ASSOCIATION – ADMINISTRATIVE/ CLERICAL/ ENGINEERING BARGAINING UNIT WITH TEAMSTERS LOCAL 911 – ADMINISTRATIVE, CLERICAL, ENGINEERING BARGAINING UNIT OR THE ESCONDIDO POLICE OFFICERS' ASSOCIATION NON-SWORN BARGAINING UNIT AS THE RECOGNIZED EMPLOYEE BARGAINING UNITS FOR DESIGNATED EMPLOYEES

WHEREAS, negotiating teams from the City of Escondido ("City") and the Escondido City Employees' Association ("ECEA") – Administrative/Clerical/Engineering ("ACE") Bargaining Unit, agreed to a Memorandum of Understanding ("MOU") for the period of July 1, 2021 through June 30, 2023, adopted by the City Council on August 11, 2021; and

WHEREAS, the City of Escondido Employer-Employee Relations Resolution ("EERR"), amended on June 11, 2008, establishes procedures for the decertification of a recognized employee organization; for the recognition of an employee organization; for the modification of established bargaining units; and provides the policy and standards for the employee relations officer to determine appropriate bargaining units; and

WHEREAS, on January 18, 2023, Neil Sholander, Lawyer/Business Representative for California Teamsters Local 911 ("Teamsters"), submitted petitions from, and on behalf of, fifty-one members of the ECEA ACE bargaining unit who seek decertification from ECEA and recognition of Teamsters as their sole and exclusive representative for the purpose of collective bargaining; and

WHEREAS, on January 24, 2023, Patrick Hall, Escondido Police Officers Association ("EPOA") Past President and Representative, submitted a Decertification and Recognition Petition on behalf of eight ECEA ACE members and two ECEA members of the ECEA Supervisory Bargaining Unit who seek

decertification from ECEA and recognition of EPOA Non-Sworn Bargaining Unit as their sole and exclusive representative for the purpose of collective bargaining; and

WHEREAS, on January 26, 2023, Ralph Ginese, ECEA President, submitted a Decertification and Recognition Petition, which included copies of the same Decertification and Recognition Petition signature sheets previously submitted by Teamsters and EPOA; and

WHEREAS, the City and representatives of ECEA, Teamsters, and EPOA met and conferred on several occasions to discuss the best manner to implement the decertification and recognition petitions; and

WHEREAS, a neutral third party, Fire Captain Joe Portman, reviewed the decertification and recognition petitions and found 67.44% of ECEA ACE members seek decertification; and

WHEREAS, a majority of ECEA ACE members seek to have Teamsters become their exclusive representative for the purposes of collective bargaining; and

WHEREAS, eight members of ECEA ACE seek to have EPOA Non-Sworn Bargaining Unit become their exclusive representative for the purposes of collective bargaining; and

WHEREAS, the employee relations officer determined that the two members of ECEA Supervisory Bargaining Unit who seek to change representation did not follow established EERR procedures, and as a result, will remain in the ECEA Supervisory Bargaining Unit; and

WHEREAS, the City found the decertification and recognition petitions complied with the EERR and found that the classifications provided in Resolution 2023-48 Exhibit “A”, which will become Exhibit D to the MOU, are appropriate and should be represented by Teamsters Local 911 in an Administrative, Clerical, Engineering bargaining unit and the positions provided in Resolution 2023-48, Exhibit “B”, which will become Exhibit E to the MOU, are appropriate and should be represented by EPOA as part of the Non-sworn Bargaining Unit; and

WHEREAS, although the ECEA ACE MOU will expire on June 30, 2023 and on April 19, 2023, ECEA will no longer represent ACE members, Teamsters and EPOA have agreed to become the recognized

employee organizations for the respective classifications approved by the City, and will replace ECEA as a party to the MOU for their respective new members as provided in the attached exhibits; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to approve a substituted MOU to remove ECEA ACE and add Teamsters Administrative, Clerical, Engineering Bargaining Unit or the EPOA Non-Sworn Bargaining Unit.

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

1. That the above recitations are true.

2. The MOU is amended to add Article XLVI, Decertification & Recognition, as follows: Teamsters Local 911 Administrative, Clerical, Engineering Bargaining Unit will be the exclusive representative of employees serving in the classifications listed in Exhibit D. EPOA Non-Sworn Bargaining Unit will be the exclusive representative of employees serving in the classifications listed in Exhibit E.

3. The MOU is amended to add Resolution 2023-48, Exhibit “A”, ECEA ACE Classifications to Move to Teamsters Local 911 Administrative, Clerical, Engineering Bargaining Unit, as Exhibit D.

4. The MOU is amended to add Resolution 2023-48, Exhibit “B”, ECEA ACE Classifications to Move to EPOA Non-Sworn Bargaining Unit, as Exhibit E.

5. All references in the MOU to the Escondido City Employees’ Association or Escondido City Employees’ Association Administrative Clerical, Engineering (including corresponding abbreviations) are repealed and replaced as follows:

Teamsters Local 911 Administrative, Clerical, Engineering Bargaining Unit or Escondido Police Officers’ Association Non-Sworn Bargaining Unit.

Exhibit D

ECEA ACE CLASSIFICATIONS TO MOVE TO TEAMSTERS LOCAL 911 ACE BARGAINING UNIT

Union Code	Job Code	Job Description
ACE	30100	Account Clerk I
ACE	30110	Account Clerk II
ACE	21000	Administrative Aide
ACE	21100	Administrative Assistant
ACE	30151	Associate Chemist
ACE	50300	Asst Planner I
ACE	50301	Asst Planner II
ACE	50590	Bldg Inspector I
ACE	50600	Bldg Inspector II
ACE	82061	Buyer
ACE	50510	Code Compliance Asst I
ACE	50520	Code Compliance Asst II
ACE	50540	Code Compliance Officer I
ACE	50550	Code Compliance Officer II
ACE	30331	Customer Service Rep I - PD
ACE	30330	Customer Service Rep I
ACE	30341	Customer Service Rep II - PD
ACE	30340	Customer Service Rep II
ACE	50841	Development Technician I
ACE	50862	Development Technician II
ACE	50660	Engineer I
ACE	50670	Engineer II
ACE	50710	Engineering Technician I
ACE	50730	Engineering Technician II
ACE	50815	Environmental Comp Insp I
ACE	50825	Environmental Comp Insp II
ACE	40080	Facilities Project Coordinator
ACE	50715	Field Engineering Inspector I
ACE	50720	Field Engineering Inspector II
ACE	50750	Fire Prevention Specialist I
ACE	50760	Fire Prevention Specialist II
ACE	50780	Graphics Technician I
ACE	50781	Graphics Technician II

ACE	30885	Lab Quality Assurance Officer
ACE	30850	Laboratory Assistant
ACE	30870	Laboratory Technician I
ACE	30880	Laboratory Technician II
ACE	50733	Program Assistant
ACE	50734	Program Coordinator
ACE	30750	Purchasing/Inventory Control
ACE	81416	Recreation Coord - Aquatics
ACE	81415	Recreation Coord - Tiny Tots
ACE	81411	Recreation Coordinator
ACE	20095	Sr Account Clerk
ACE	30350	Sr Customer Service Rep
ACE	50863	Sr Development Technician
ACE	50821	Sr Environmental Com Inspector
ACE	50930	Sr Graphics Technician

Exhibit E

ECEA ACE CLASSIFICATIONS TO MOVE TO EPOA NON-SWORN BARGAINING UNIT

ACE	31210	Police Records Technician
ACE	40630	Property & Evidence Tech I
ACE	40631	Property & Evidence Tech II
ACE	40632	Sr Property & Evidence Tech

STAFF REPORT

April 19, 2023
File Number 0600-10; A-3453

SUBJECT

ENTERPRISE RESOURCE PLANNING SYSTEM PURCHASE

DEPARTMENT

Information Systems

RECOMMENDATION

Request that the City Council adopt Resolution No. 2023-49, authorizing the Chief Information Officer to execute, on behalf of the City of Escondido, a Main Subscription Agreement with Workday, Inc. for an Enterprise Resource Planning Software-as-a-Service ("SaaS") solution.

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

Presenter: Christina Holmes, Director of Finance; Jessica Perpetua, Director of Human Resources; Rob Van De Hey, Chief Information Officer

FISCAL ANALYSIS

The ongoing funding for this subscription is within the annual operating budget approved by City Council.

PREVIOUS ACTION

On December 07, 2022, the City Council approved Budget Adjustment Requests: FY2021/22 General Fund carryovers and year end resources, funding recommendations for deferred technology infrastructure to fund the implementation services that will come to Council for approval on May 10, 2023

BACKGROUND

In 1996, the City Council approved the purchase of an Enterprise Resource Planning (ERP) system called PeopleSoft. ERP solutions integrate all of the core systems that support the entire City into a single system – accounting, human resources, benefits, payroll, procurement, capital assets, billing, budget, etc. PeopleSoft has been supporting the City since it was implemented in 1997. However, Oracle acquired PeopleSoft Corp in 2005 and has since stopped developing upgrades for PeopleSoft, and the underlying technologies are now unable to support the City's modern operating systems. The Information Systems, Finance, and Human Resources departments have been able to extend the life of PeopleSoft using internal staff resources and developing manual processes and workarounds for basic daily functions. The outdated software has limited the City's ability to improve and adapt to both business and technology needs that have changed since the City selected PeopleSoft in 1996, more than 26 years ago.

CITY of ESCONDIDO

STAFF REPORT

Given that the City's current ERP software is end of life, the City entered into a process in search of a replacement solution.

To meet the City's Continuity of Operation Plan ("COOP") staff started with a baseline requirement to only evaluate SaaS solutions. The search started in October of 2021 by receiving preliminary demos of the leading ERP SaaS solutions which support the public sector, and continued by building out a Request for Proposals ("RFP") that incorporated the comprehensive needs of the City (citizens, businesses, visitors, and staff).

The RFP solicitation was released in September 2022. Staff received a total of eight responses to evaluate. This led to an extensive five months of demonstrations of different vendor solutions. At the end of a very competitive process, the project team and senior leadership found Workday, Inc. best meets the City's goals of brining broad-based functionality and modern tools that will enable greater efficiency and transparency for many years to come.

RESOLUTIONS

a. Resolutions No. 2023-49
b. Resolution No. 2023-49 Exhibit "A"

RESOLUTION NO. 2023-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A MAIN SUBSCRIPTION AGREEMENT WITH WORKDAY, INC. FOR AN ENTERPRISE RESOURCE PLANNING SOFTWARE-AS-A-SERVICE SOLUTION

WHEREAS, the City of Escondido ("City") desires to engage the services of an Information Technology firm to purchase a Main Subscription Agreement to include software, training and additional services; and

WHEREAS, the Chief Information Officer has determined that the City's current software is at end of life and will need to be replaced due to the inability to meet the Service Level Agreements outlined in the Continuity of Operations Plan; and

WHEREAS, the Chief Information Officer has recommended the execution of the Agreement with Workday, Inc. for the subscription, training and additional services; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to approve a Main Subscription Agreement with Workday.

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

1. That the above recitations are true.

2. That Mayor is authorized to execute, on behalf of the City, a Main Subscription Agreement with Workday, Inc. in the amount of $9,440,264, which is attached and incorporated to this Resolution as Exhibit "A" and subject to final approval as to form by the City Attorney.

SIGNATURE DOCUMENT

Documents	Agreement Number
Main Subscription Agreement (v22.12)	Agreement #: 00391895.0
Subscription Order Form	Order Form #: 00373688.0
Training Order Form	Order Form #: 00398163.0
Workday Success Plan	Order Form #: 00398147.0

By executing this document ("**Signature Document**"), the undersigned agree they are duly authorized signatories and all documents listed in the above table are entered into between the parties, effective as of the later of the dates beneath the parties' signatures below ("**Effective Date**"). References to Signature Document and Effective Date in the Main Subscription Agreement shall mean those terms as defined in the preceding sentence.

City of Escondido 201 N. Broadway Escondido, California 92025 United States	**Workday, Inc.** 6110 Stoneridge Mall Road Pleasanton, CA 94588
Signature	Signature
Name Dane White	Name
Title Mayor	Title
Date Signed	Date Signed
	Approved as to Legal Form by:

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MAIN SUBSCRIPTION AGREEMENT

This Main Subscription Agreement, effective as of the Effective Date set out in the Signature Document, is by and between **Workday, Inc. ("Workday")** a Delaware corporation with offices at 6110 Stoneridge Mall Road, Pleasanton, CA 94588 and City of Escondido **("Customer")**, with offices at 201 N. Broadway, Escondido, California 92025, United States. Whereas Workday provides a subscription Service to which Customer intends to subscribe, this Agreement establishes the business relationship and allocation of responsibilities regarding the Service and the parties therefore agree as follows:

1. Customer's Use of the Service.

1.1 Provision of the Service. Workday shall: (i) make the Service and Improvements available in accordance with the Documentation and the SLA to Customer during the Term pursuant to this Agreement; (ii) not use Customer Data except to provide the Service, or to prevent or address service or technical problems, in accordance with this Agreement and the Documentation, or in accordance with Customer's instructions; and (iii) not disclose Customer Data to anyone other than Authorized Parties. The Service is provided in U.S. English. Workday has translated portions of the Service into other languages. Customer and its Authorized Parties may only use the translated portions of the Service for the number of languages listed in the applicable Order Form. Workday will provide service credits to Customer according to the *Workday SLA Service Credit Exhibit* attached hereto.

1.2 Customer Obligations. Customer may enable access of the Service for use only by Authorized Parties solely for the internal business purposes of Customer and its Affiliates in accordance with the Documentation and not for the benefit of any third parties. Customer is responsible for all Authorized Party use of the Service and compliance with this Agreement. Customer shall: (a) have sole responsibility for the accuracy, quality, and legality of all Customer Data; and (b) prevent unauthorized access to, or use of, the Service, and notify Workday promptly of any such unauthorized access or use. Customer shall not: (i) use the Service in violation of applicable Laws; (ii) in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (iii) send or store Malicious Code in connection with the Service; (iv) interfere with or disrupt performance of the Service or the data contained therein; or (v) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation. Customer shall designate a maximum number of named contacts as listed in the applicable Order Form to request and receive support services from Workday. Named Support Contacts must be trained on the Workday product(s) for which they initiate support requests. Customer has the sole discretion to determine which of its Employees and Customer Affiliates are designated as Authorized Parties and shall be responsible for the acts and omissions of all Authorized Parties with respect to their use of the Service.

1.3 Federal Government End Use Provisions (if applicable). Workday provides pre-existing, commercial Service, including related software and technology, for federal government end use solely in accordance with the terms and conditions of this Agreement, and Workday provides only the technical data and rights as provided herein. If a government agency has a need for rights not conveyed under these terms, it must negotiate with Workday to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein. For avoidance of doubt, Workday does not currently provide the Service for use in furtherance of a federal prime or subcontract. Additionally, the parties agree that the purpose of this Agreement is to provide a sophisticated integrated system solution, principally for the provision of a product, not a service and as such, neither the Service Contract Act nor its related statutes or regulations apply to Workday's performance hereunder.

2. Fees.

2.1 Invoices and Payment. Fees for the Service will be invoiced to Customer in the United States in accordance with the relevant Order Form and payment will be remitted from the United States. Except as otherwise set forth in an Order Form, all fees due hereunder (except fees subject to good faith dispute) shall be due and payable within thirty (30) days of invoice date. Except as otherwise stated in an Order Form, all fees are quoted and payable in United States dollars and are based on Service rights acquired and not actual usage. Customer shall provide Workday with complete and accurate billing and contact information including a valid email address for receipt of invoices. Upon Workday's request, Customer will make payments via wire or ACH/EFT. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

2.2 Non-cancelable & non-refundable. Except as specifically set forth to the contrary under Section 6.2 "Warranty Remedies", Section 7.1 "Indemnification by Workday", Section 9.2 "Termination", Section 10 "Availability of Funds". and under the SLA, all payment obligations under any and all Order Forms are non-cancelable and all payments made are non-

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MAIN SUBSCRIPTION AGREEMENT

refundable. The rights for the number of Employees set forth on any respective Order Form cannot be decreased during the Term.

2.3 Overdue Payments. Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at Workday's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

2.4 Non-Payment and Suspension of Service. If Customer's account is more than thirty (30) days past due (except with respect to charges subject to a reasonable and good faith dispute), in addition to any other rights or remedies it may have under this Agreement or by law, Workday reserves the right to suspend the Service upon thirty (30) days' written notice, without liability to Customer, until such amounts are paid in full. **Such notice shall clearly and prominently state that the Service is at risk of suspension and shall not solely take the form of an invoice with an overdue notice.**

2.5 Taxes. Workday's subscription fees do not include in its price any Transaction Taxes, which are taxes that arise as a result of the services provided to Customer. These Transaction Taxes may include, but are not limited to, any local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, goods and services taxes, excise, use or similar taxes. Customer is responsible for paying all Transaction Taxes associated with this Agreement, excluding U.S. income taxes on Workday. If Workday has a legal obligation to pay or collect Transaction Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Workday with a valid tax exemption certificate authorized by the appropriate taxing authority and honored by the appropriate taxing authority. Withholding taxes do not apply to services and therefore payments due to Workday for its subscription services are not subject to withholding taxes and said payments will not be reduced for withholding taxes.

2.6 Employee Count Verification. Workday may periodically confirm the number of Employee records on its hosted servers and will work with Customer to resolve any discrepancy from the subscription levels on applicable Order Form(s). Customer will pay Workday the fees set forth on the applicable Order Form(s) if the number of Employees exceeds the number of permitted Employees. Upon request from Workday, Customer will make an annual report to Workday of its number of Employees as set forth on the applicable Order Form(s).

3. Proprietary Rights.

3.1 Ownership and Reservation of Rights to Workday Intellectual Property. Workday and its licensors own all right, title and interest in and to the Service, Documentation, and other Workday Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, Workday reserves all rights, title and interest in and to the Service, and Documentation, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

3.2 Grant of Rights. Workday hereby grants Customer a non-exclusive, non-transferable, right to use the Service and Documentation, solely for the internal business purposes of Customer and Affiliates and solely during the Term, subject to the terms and conditions of this Agreement within scope of use defined in the relevant Order Form.

3.3 Restrictions. Customer shall not (i) modify, copy or create any derivative works based on the Service or Documentation; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Service or Documentation available to any third party, other than to Authorized Parties as permitted herein; (iii) reverse engineer or decompile any portion of the Service or Documentation, including but not limited to, any software utilized by Workday in the provision of the Service and Documentation, except to the extent required by Law; (iv) access the Service or Documentation in order to build any commercially available product or service; or (v) copy any features, functions, integrations, interfaces or graphics of the Service or Documentation.

3.4 Ownership of Customer Data. As between Workday and Customer, Customer owns its Customer Data.

3.5 Customer Input. Workday shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Service any Customer Input. Workday shall have no obligation to make Customer Input an Improvement. Customer shall have no obligation to provide Customer Input.

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3.6 Aggregated Data Use. Workday owns the aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and reports processed in the Service and the performance results for the Service (the "Aggregated Data"). Nothing herein shall be construed as prohibiting Workday from utilizing the Aggregated Data for purposes of operating Workday's business, provided that Workday's use of Aggregated Data will not reveal the identity, whether directly or indirectly, of any individual or specific data entered by any individual into the Service. In no event does the Aggregated Data include any personally identifiable information.

4. Confidentiality.

4.1 Confidentiality. A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other party's prior written permission.

4.2 Protection. Each party agrees to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind except as specified in section 4.3, but in no event using less than a reasonable standard of care.

4.3 Compelled Disclosure. A disclosure by one party of Confidential Information of the other party to the extent required by Law shall not be considered a breach of this Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure. For purposes of this section, a request to Customer for documents or information pursuant to the California Public Records Act will be considered a compelled disclosure. All parties acknowledge that Customer may not make any assertion of exemption on behalf of Workday in response to a Public Records Act request. In addition, Customer may disclose Order Forms and this Agreement in accordance with requirements for publication of items that will be on the Customer's City Council agenda. Such disclosure may take the form of a website-accessible posting of those documents.

4.4 Special Access by Law Enforcement and for Oversight. Customer is a public sector entity subject to oversight by other public sector entities and potentially by the federal government. The parties agree that to the extent that law enforcement officials or entities with appropriate oversight authority request access to the Service for the purpose of viewing or retrieving Customer Data or confirming how Customer processes Customer Data, Customer may grant such access either by permitting representatives of such entities to observe Customer's use of the Service or by granting such representatives temporary status as an Authorized Party.

4.5 Remedies. If a party discloses or uses (or threatens to disclose or use) any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available, to injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate.

4.6 Exclusions. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the other party; (ii) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (iii) was independently developed by a party without breach of any obligation owed to the other party; or (iv) is received from a third party without breach of any obligation owed to the other party. Customer Data shall not be subject to the exclusions set forth in this Section.

4.7 Business Associate Exhibit. If Customer concludes that the Service will include access to Customer Data that is protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and Customer is a Covered Entity as defined under HIPAA, the parties agree to attach Workday's Business Associate Exhibit to this Agreement, which shall apply to Workday's receipt, maintenance or transmission of Protected Health Information from, or on behalf of Customer, as described in such Exhibit.

5. Customer Data.

5.1 Protection and Security. During the Term of this Agreement, Workday shall maintain a formal security program materially in accordance with industry standards that is designed to: (i) ensure the security and integrity of Customer Data; (ii) protect against threats or hazards to the security or integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data. Such security program will conform to the *Workday Universal Security Exhibit* attached hereto ("Security Exhibit") and is further described in Workday's most recently completed Service Organization Control 1 (SOC1) and Service

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Organization Control 2 (SOC2) audit reports or industry-standard successor reports. The most recently completed, as of the Effective Date, SOC1 and SOC2 audit reports are referred to as the "Current Audit Reports". In no event during the Term shall Workday materially diminish the protections provided by the controls set forth in Workday's Security Exhibit and the Current Audit Reports. The *Universal Data Processing Exhibit* attached hereto (the "Data Processing Exhibit" or "DPE") will apply to the processing of Personal Data. Customer understands that its use of the Service and compliance with any terms hereunder does not constitute compliance with any Law. Customer understands that it has an independent duty to comply with any and all Laws applicable to it.

5.2 Unauthorized Disclosure. If either party believes that there has been a disclosure of Customer Data to anyone other than an Authorized Party or Workday, such party must promptly notify the other party, unless legally prohibited from doing so, within forty-eight (48) hours or any shorter period as may be required by Law; provided, however, that Customer is not required to notify Workday in any case where Customer reasonably determines that the Security Breach presents no threat to the Service. Additionally, each party will reasonably assist the other party in remediating or mitigating any potential damage, including any notification which should be sent to individuals impacted or potentially impacted, or the provision of credit reporting services to such individuals. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it. Additional Workday remediation obligations in certain situations are in Section 8.4.

6. Warranties and Disclaimers.

6.1 Warranties. Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws applicable to it related to data privacy, international communications and the transmission of technical or personal data. Workday warrants that during the Term (i) the Service shall perform materially in accordance with the Documentation; and (ii) the functionality of the Service will not be materially decreased during the Term.

6.2 Warranty Remedies. In the event of Workday's breach of the warranties set forth in Section 6.1 (i) and (ii), (a), Workday shall: correct the non-conforming Service at no additional charge to Customer, or, (b) in the event Workday is unable to correct such deficiencies after good-faith efforts, Workday shall refund Customer amounts paid that are attributable to the defective Service from the date Customer first reported the applicable deficiencies to Workday through the date that such deficiencies are remedied. Notice of breaches of the warranties in Section 6.1(i) or (ii) shall be made through Workday's then-current error reporting system. Notices of breaches of any other warranty shall be made in writing to Workday in accordance with the notice provisions of this Agreement. To receive the refund remedy, Customer must promptly report deficiencies in writing to Workday, but no later than thirty (30) days following the first date the deficiency is identified by Customer. The remedies set forth in this subsection 6.2 shall be Customer's sole remedy and Workday's sole liability for breach of the warranties in Section 6.1 unless the breach of warranty constitutes a material breach of the Agreement and Customer elects to terminate the Agreement in accordance with Section 9.2 (Termination).

6.3 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO THE SERVICE AND/OR RELATED DOCUMENTATION. WORKDAY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SERVICE.

7. Indemnification

7.1 Intellectual Property Indemnification by Workday. Workday shall defend, indemnify and hold Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("**Claims**") made or brought against Customer by a third party alleging that the use of the Service as contemplated hereunder infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; provided, however, that Customer: (a) promptly gives written notice of the Claim to Workday; (b) gives Workday sole control of the defense and settlement of the Claim (provided that Workday may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Workday, at Workday's cost, all reasonable assistance. Workday shall not be required to indemnify Customer in the event of: (w) modification of the Service by Customer, its Employees, or Authorized Parties in conflict with Customer's obligations or as a result of any prohibited activity as set forth herein; (x) use of the Service in a manner inconsistent with the Documentation; (y) use of the Service in combination with any other product or service not provided by Workday,; or (z) use of the Service in a manner not otherwise contemplated by this Agreement

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If Customer is enjoined from using the Service or Workday reasonably believes it will be enjoined, Workday shall have the right, at its sole option, to obtain for Customer the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Workday, then use of the impacted portions of the Service may be terminated at Workday's option if and only if Workday is terminating use of the impacted portions of the Service to all other Workday customers affected by the Claim and Workday's sole liability (other than its obligation to defend and indemnify as set forth in this section 7.1) shall be to refund any prepaid fees for the Service that were to be provided after the effective date of termination, as well as any fees paid by Customer attributable to the enjoined portions of the Service for the period of time Customer was enjoined from use of the Service. In addition, Workday will not object to Customer's participation in the defense against any proposed injunction which would impact Customer's ability to utilize the Service.

8. Limitation of Liability.

8.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO WORKDAY'S INDEMNIFICATION OBLIGATIONS, RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, AND/OR CUSTOMER'S PAYMENT OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY'S (OR WORKDAY'S THIRD PARTY LICENSORS') AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY CUSTOMER IN CONSIDERATION FOR WORKDAY'S SERVICE DELIVERY DURING THE IMMEDIATELY PRECEDING TWENTY-FOUR (24) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE (OR, FOR A CLAIM ARISING BEFORE THE SECOND ANNIVERSARY OF THE EFFECTIVE DATE, THE AMOUNT PAID FOR THE FIRST TWENTY-FOUR MONTH PERIOD).

8.2 Exclusion of Damages. EXCEPT WITH RESPECT TO EACH PARTY'S SPECIFIC REMEDY OBLIGATIONS FOUND IN SECTION 7 AND THE LOSS OF CUSTOMER DATA DUE TO THE FAILURE OF WORKDAY TO ADHERE TO ITS DATA BACKUP AND RESTORATION PROTOCOLS AS DESCRIBED IN THE SLA AND SECURITY EXHIBIT, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. CUSTOMER WILL NOT ASSERT THAT ITS PAYMENT OBLIGATIONS AS SET FORTH IN AN ORDER FORM ARE EXCLUDED AS WORKDAY LOST PROFITS.

8.3 CLASSIFICATION OF CERTAIN DAMAGES. SUBJECT TO SECTION 8.1, AND NOTWITHSTANDING SECTION 8.2, IF EITHER PARTY BREACHES ITS OBLIGATIONS UNDER THIS AGREEMENT, THE FOLLOWING WILL BE CONSIDERED DIRECT DAMAGES: (1) AMOUNTS PAID TO AFFECTED THIRD PARTIES AS DAMAGES OR SETTLEMENTS ARISING FROM THE BREACH; (2) AMOUNTS PAID FOR FINES AND PENALTIES IMPOSED BY ANY GOVERNMENTAL AUTHORITY ARISING FROM THE BREACH; AND (3) REASONABLE LEGAL FEES, TO DEFEND AGAINST THIRD-PARTY CLAIMS ARISING FROM THE BREACH.

8.4 Workday Remediation of Certain Unauthorized Disclosures. In the event that any unauthorized access to or acquisition of Personal Data is caused by Workday's breach of its security and/or privacy obligations under this Agreement, Workday shall pay the reasonably necessary, documented costs incurred by Customer in connection with the following items: (a) costs of any reasonably required forensic investigation to determine the cause of the breach, (b) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by Law) and to individuals whose Personal Data may have been accessed or acquired, (c) providing credit monitoring service to individuals whose Personal Data may have been accessed or acquired for a period of one year (or to the extent required by Law) after the date on which such individuals were notified of the unauthorized access or acquisition for such individuals who elected such credit monitoring service, and (d) operating a call center to respond to questions from individuals whose Personal Data may have been accessed or acquired for a period of one year (or to the extent required by Law) after the date on which such individuals were notified of the unauthorized access or acquisition. NOTWITHSTANDING THE FOREGOING, OR ANYTHING IN THIS AGREEMENT TO THE CONTRARY, WORKDAY SHALL HAVE NO RESPONSIBILITY TO PAY COSTS OF REMEDIATION THAT ARE DUE TO RECKLESS

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MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD BY CUSTOMER OR ITS EMPLOYEES, AGENTS OR AUTHORIZED PARTIES.

9. Term and Termination.

9.1 Term of Agreement. The Term commences on the Effective Date and continues until the stated term in all Order Forms has expired or has otherwise been terminated, unless otherwise extended pursuant to the written agreement of the parties. Subscriptions to the Service commence on the date, and are for a period, as set forth in the applicable Order Form.

9.2 Termination. Subject to Customer's transition rights defined herein, either party may terminate this Agreement: (i) upon thirty (30) days' prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (ii) upon thirty (30) days' prior written notice that Customer is unable to continue funding the subscription as per (and subject to the requirements in) Section 10.9; or (iii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon any termination by Customer pursuant to this section, Workday shall refund Customer any prepaid fees for the affected Service that were to be provided after the effective date of termination.

9.3 Dispute Resolution. The parties agree that they would prefer to resolve disputes rather than invoke their termination rights under this Agreement. Accordingly, where a dispute or breach appears to be one that might be resolvable by the parties without resorting to termination, the parties will seek to resolve the dispute or breach in good faith and will, where appropriate, seek non-binding mediation of their dispute if the management of the parties is unable to resolve the dispute. Notwithstanding the foregoing, each party retains its right to seek injunctive relief at any time and to exercise its termination rights under this Agreement.

9.4 Effect of Termination. Upon any termination of this Agreement, and following any transition period, Customer shall, as of the date of such termination, immediately cease accessing and otherwise utilizing the applicable Service (except as permitted under the section entitled "Retrieval of Customer Data") and Workday Confidential Information. Termination for any reason shall not relieve Customer of the obligation to pay any fees accrued or due and payable to Workday prior to the effective date of termination and termination for any reason other than Workday's uncured material breach in accordance with Section 9.2, pursuant to Section 7.1, or pursuant to the SLA Service Credit Exhibit shall not relieve Customer of the obligation to pay all future amounts due under all executed Order Forms. Termination due to Workday's uncured material breach, pursuant to Section 7.1, non-appropriation of funds pursuant to Section 10.9, or pursuant to the SLA Service Credit Exhibit shall relieve Customer of the obligation to pay any fees (other than fees for the Transition Period described in Section 9.6) for the terminated Order Form for services that were to be rendered after the effective date of termination. Following termination, the parties shall make reasonable and good faith attempts to resolve any outstanding fee disputes.

9.5 Retrieval of Customer Data. Upon request by Customer made within thirty (30) days after any expiration or termination of this Agreement, and following any transition period, Workday will make Customer Data and configuration data available to Customer through the Service on a limited basis solely for purposes of Customer retrieving Customer Data and configuration data for a period of up to sixty (60) days after such request is received by Workday. After such sixty (60) day period, Workday will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data. Additionally, during the Term of the Agreement, Customers can extract data using Workday's standard web services. If Customer requires Workday's assistance, Customer may acquire Workday professional services at Workday's then-current billing rates pursuant to a separately executed Statement of Work and Professional Services Agreement. Customer will determine the scope of the professional services engaged to extract data from the Workday system and as such may increase or decrease Workday's professional services involvement in order to control costs.

9.6 Transition Period before Final Termination. Upon any termination of the Agreement, Workday shall, upon Customer's request, continue to provide the Service to Customer (except where Workday is enjoined by a court of competent jurisdiction) pursuant to the terms of this Agreement for a transitional period of up to one (1) year (the "Transition Period"). Access to the Service during the Transition Period will be subject to the fees set out in the applicable Order Form, prorated on a monthly basis and payable in advance, based on the annual fees charged to Customer for the Service during the twelve-month period immediately preceding the termination date plus an additional fee of CPI (defined on Order Form No. 1) plus five percent (5%) , unless the Order Form has pricing for the time period during which the Transition Period occurs, in which case the pricing on the Order Form for that time period shall apply. During the Transition Period, Workday will provide cooperation and assistance as Customer may reasonably request to support an orderly transition to another provider

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of similar software, services, or to Customer's internal operations. Such cooperation and assistance will include but not be limited to consulting regarding the Workday Service and will be subject to a fee based on Workday's then-current rates for consulting services and such services will be set out in a statement of work to a professional services agreement between the parties. All regular Service will continue during the Transition Period at no additional cost, except as stated in this section. Notwithstanding the foregoing, in the event of termination of this Agreement by Workday for breach by Customer, Workday may withhold the provision of transition Services and condition further performance upon (i) payment of undisputed fees then owed; (ii) prepayment of fees for further services; and (iii) receipt by Workday of an officer's certificate from Customer certifying ongoing compliance with the terms of this Agreement during the Transition Period.

9.7 Surviving Provisions. The following provisions of this Agreement shall not survive and will have no further force or effect following any termination or expiration of this Agreement and any Transition Period: (i) subsection (i) of Section 1.1 "Provision of the Service"; (ii) Section 3.2 "Grant of Rights"; and (iii) any Order Form(s). All other provisions of this Agreement shall survive any termination or expiration of this Agreement.

10. General Provisions.

10.1 Relationship of the Parties. The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

10.2 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing; or (iii) the second business day after sending by facsimile with telephonic confirmation of receipt. Notices to Workday shall be addressed to the attention of its Vice President, Legal. Notices to Customer shall be addressed to the representatives as outlined below. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

Customer Designated Representative
Name: Robert Van De Hey
Title: Chief Information Officer
Phone: 760-839-6213
Email: rvandehey@escondido.org
Mailing Address: 201 N. Broadway, Escondido CA 92025

10.3 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.4 Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Workday or Customer employees, respectively), and, where Workday is in compliance with its security and backup obligations under this Agreement, computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. Each party will reasonably endeavor to resume its performance under this Agreement as soon as possible following a *force majeure* situation and Workday will expend the same level of effort to resume performance to Customer that it expends for its other similarly-situated customers.

10.5 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided the assignee has agreed to be bound by all of the terms of this Agreement (an "M&A assignment") and all past due fees are paid in full, except that Customer shall have no right to assign this Agreement to a direct Competitor of Workday. In the event of an M&A assignment, the non-assigning party shall be entitled to request that the assignee entity provide adequate assurances that it has the requisite personnel, assets, expertise, and experience to provide the Service and comply with this Agreement. Failure to provide such assurances may be treated as a material breach of this

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Agreement, the failure of which to cure shall give rise to a termination right in accordance with Section 9.2 (Termination). Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.6 Governing Law; Waiver of Jury Trial. This Agreement shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules. The parties agree the venue of any dispute will be the State and Federal courts in the County of San Diego, California.

10.7 Export. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (i) is located in a country that is subject to a U.S. government embargo; (ii) is listed on any U.S. government list of prohibited or restricted parties; or (iii) is engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction.

10.8 Miscellaneous. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties with respect to the subject matter hereof. Current copies of Workday's SLA, Security Exhibit, and Data Processing Exhibit are attached, but in each case, the parties recognize that these Exhibits reflect standard Workday policies and may change over time, subject to the requirement in Section 6.1(ii) that changes will not materially degrade the Service or security of the Service and the requirement that the Customer will not be subject to any additional obligations as a result of the changes. Material degradation of the Service includes, but is not limited to, any decrease in the commitment as to uptime percentage in the SLA or an increase in maintenance windows of more than twenty (20) percent. In the event of a conflict or where an Order Form provides more specific detail than this Agreement, the provisions of an Order Form shall take precedence over provisions of the body of this Agreement and over any other Exhibit or Attachment, provided, however, that the Agreement shall take precedence with respect to all sections unless the Order Form clearly states that it shall take priority and the Order Form was signed by Customer's signatory. Each of the attached Order Forms is a separately executed agreement subject to this Agreement that may be separately amended without amending this Main Subscription Agreement. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. Workday may use Customer's name and logo in lists of customers, on marketing materials and on its website. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument.

10.9 Availability of Funds. For each of Customer's fiscal years during the Term of this Agreement Customer agrees: (a) to seek in good faith appropriations sufficient to cover customer's obligations under this Agreement; and (b) not to use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes, barring unforeseen circumstances or events, that sufficient funds will lawfully be appropriated by its governing body to satisfy its obligations under this Agreement. If Customer does not appropriate sufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement, Customer may terminate this Agreement by giving Workday not less than thirty (30) days' prior written notice of such non-appropriation for the fiscal year. No legal liability on the party of Customer shall arise for payment beyond June 30 of each calendar year unless funds are made available for such a payment and provided that Customer has exercised its termination rights in accordance with this clause. Workday is under no obligation to provide the Service if Customer lacks funds to pay for it. Upon termination Customer will remit all amounts due and all costs reasonably incurred through the date of termination and, to the extent of lawfully available funds, through the end of the then-current fiscal period, providing Service will continue through the end of the then-current fiscal period and for the full duration of any subsequent Transition Period for which funds are available. Upon Workday's reasonable request, Customer will provide Workday with information as to funding status for its next subscription payment(s).

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10.10 Audit Financial Billing. During the Term of this Agreement but not more frequently than once per year, Workday shall make available to Customer or its chosen independent third-party auditor (or federal or state department auditor having monitoring or reviewing authority over Customer), for examination those financial books, records, and files of Workday that are necessary for Customer to verify Workday's charges for the Service provided under any Order Form(s) issued hereunder. Workday shall be subject to examination and/or audit to the extent set forth in law and shall comply with all program and fiscal reporting requirements set forth by law as described more fully in the Data Processing Exhibit. Workday shall maintain complete and accurate records as is reasonably necessary to substantiate such charges for at least five (5) years after such charges are invoiced. Customer shall provide Workday with reasonable notice prior to conducting such financial audit and the parties shall mutually agree upon the timing of such financial audit which shall be conducted in a manner that is least disruptive to Workday's business operations. Such right shall not extend to or require on-site audits of Workday's operations or third-party hosting facilities, disclosure of any confidential information of any other Workday customer, or Workday's payroll records or other financial records not related to Service fees invoiced to Customer.

10.11 California Labor Code Requirements. Workday is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Workday agrees to fully comply with such Prevailing Wage Laws, if applicable. Workday shall defend, indemnify and hold Customer, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon Workday and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors for work performed in California.

10.12 Verification of Employment Eligibility. By executing this Agreement, Workday verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

10.13 Equal Opportunity Employment. Workday represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of, as applicable under the law of the jurisdiction where employment occurs, race, religion, color, national origin, ancestry, sex, age, or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

10.14 Limitation of Agreement. This Agreement is limited to and includes only the services and work described herein.

10.15 Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Customer and Workday.

10.16 Severability. The unenforceability, invalidity, or illegality of provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid, or illegal.

10.17 Customer's Right to Employ Other Consultants. Customer reserves its right to employ other entities in connection with this Agreement and other projects.

10. 18 Prohibited Interests. Workday represents that it has not employed nor retained any company or person, other than a bona fide employee working solely for Workday, to solicit or secure this Agreement. Further, Workday represents that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Workday, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this representation, Customer shall have the right to rescind this Agreement without liability. Upon Customer's request, Workday will include the following statement on Order Forms that are not executed contemporaneously with this Agreement, "Workday represents that it has not employed nor retained any company or person, other than a bona fide employee working solely for Workday, to solicit or secure this Order Form. Further, Workday represents that it has not paid nor has it agreed to pay any company or person, other than a bona fide

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employee working solely for Workday, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Order Form."

10.19 Insurance. Workday will maintain during the entire Term of this Agreement, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A- VII authorized to do business in the jurisdictions where the Workday Services are to be performed.

(a) Workers' Compensation insurance prescribed by applicable local law and Employers Liability insurance with limits not less than $1,000,000 per accident/per employee. This policy shall include a waiver of subrogation for the benefit of the Customer.

(b) Business Automobile Liability covering all vehicles that Workday owns, hires or leases with a limit of no less than $1,000,000 (combined single limit for bodily injury and property damage) for each accident.

(c) Commercial General Liability insurance including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with limits no less than $2,000,000 per occurrence and $4,000,000 general aggregate. This policy shall name Customer as an additional insured with respect to the provision of services provided under this Agreement. This policy shall include a primary noncontributory endorsement for the benefit of the Customer.

(d) Professional Liability ("Errors & Omissions") policy(ies) to include Cyber coverage unless Cyber coverage is in the Crime policy with a limit of no less than $10,000,000 per occurrence and in the aggregate.

(e) Crime policy with a limit of no less than $5,000,000 per occurrence and in the aggregate.

(f) Excess Liability/Umbrella coverage with a limit of no less than $9,000,000 per occurrence and in the aggregate (such limit may be achieved through increase of limits in underlying policies to reach the level of coverage shown here).

Upon Customer's request, Workday agrees to deliver to Customer a certificate(s) of insurance evidencing the coverage specified in this Section. Workday will be solely responsible for any deductible or self-insurance retentions. Such insurance coverage will be primary and any other valid insurance existing will be in excess of such primary insurance policies. The required insurance coverage and limits of liability set forth above shall not be construed as a limitation or waiver of any potential liability of satisfaction of any indemnification/hold harmless obligation of Workday.

10.20 Workday SLA Service Credits. If, in any rolling six-month period, Workday fails to meet the monthly Service Availability or Service Response commitments described in the SLA (a "Failure"), Customer may request the following remedies no later than six months after the applicable Failure occurs: (1) a meeting to discuss possible corrective actions for the first Failure; (2) a 10% Service Credit for a second Failure; (3) a 20% Service Credit for a third Failure; and (4) a 30% Service Credit for a fourth Failure. In this Agreement, "Service Credit" means a credit equal to the stated percentage of the applicable monthly Subscription Fee for the affected Service. If there is a Failure in more than three months in any rolling six-month period, then within sixty (60) days of the most recent Failure, Customer may terminate the Agreement and Workday shall refund Customer any prepaid fees for the affected Service that was to be provided after the effective date of termination. Changes in Workday's SLA minimum commitment as set forth in the SLA will not change the levels required to trigger service credits for Customer, which will remain as set forth in this Exhibit. However, Customer will receive the benefit of Workday's efforts to provide improved SLA commitments.

11. Definitions.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control by either party, or in the case of Customer, affiliate also means any special district or local government entity to which Customer provides payroll or human resources services. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

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“Agreement” means this Main Subscription Agreement, including the Workday Production Support and Service Level Availability Policy (as may be updated from time to time), any exhibits or attachments hereto, and any fully executed Order Form.

"Authorized Parties" means Customer’s Employees, employees of special districts or local government entities to which Customer provides payroll or human resources services, and third party providers authorized to access Customer’s Tenants and/or receive Customer Data by Customer (i) in writing, (ii) through the Service’s security designation, or (iii) by system integration or other data exchange process.

“Competitor” means any entity that may be reasonably construed as offering competitive functionality or services to those offered by Workday. If the parties cannot agree on whether an entity is a Competitor, then the opinion of three (3) financial analysts with adequate knowledge of the human resources and/or financials software and services industry (chosen by mutual agreement of the parties) commissioned at Workday’s sole expense, shall determine such.

"Confidential Information" means (a) any software utilized by Workday in the provision of the Service and its respective source code; (b) Customer Data; (c) each party’s business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; and (d) the terms, conditions and pricing of this Agreement (but not its existence or parties).

"Customer Data" means the electronic data or information submitted by Customer or Authorized Parties to the Service.

“Customer Input” means suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Employees and Authorized Parties relating to the operation or functionality of the Service.

“Data Processing Exhibit” means the *Universal Data Processing Exhibit,* which may be updated by Workday from time to time subject to the restrictions in Section 10.8. The most current version may be found at https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html.

“Documentation" means Workday’s electronic and hardcopy user guide for the Service, which may be updated by Workday from time to time.

"Employee" or **“Worker”** means employees, consultants, contingent workers, independent contractors, and retirees of Customer and its Affiliates whose active business record(s) are or may be managed by the Service and for which a subscription to the Service has been purchased pursuant to an Order Form. The number of permitted Employees will be as set forth in the applicable Order Form. Information related to former employees, consultants, contingent workers, independent contractors and retirees in the form of static, historical records may be maintained in the system but shall be excluded from the calculation of Employees unless self-service access to the record through the Service is provided to the individual.

“Improvements” means all improvements, updates, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Service and Documentation, as developed by Workday and made generally available for Production use without a separate charge to Customers.

“**Intellectual Property Rights**” means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

“Law” means any local, state, national and/or foreign law, treaties, and/or regulations applicable to a respective party.

“Malicious Code” means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

"**Order Form**" means the separate ordering documents under which Customer subscribes to the Workday Service pursuant to this Agreement that have been fully executed by the parties.

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"Production" means the Customer's or an Employee's use of or Workday's written verification of the availability of the Service (i) to administer Employees; (ii) to generate data for Customer's books/records; or (iii) in any decision support capacity.

"Security Exhibit" means the *Workday Universal Security Exhibit,* which may be updated by Workday from time to time subject to the restrictions in Section 10.8. The most current version may be found at https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html.

"Service" means Workday's software-as-a-service applications and Improvements as described in the Documentation and subscribed to under and Order Form which includes their associated maintenance. For clarity, "Services" and "the Service" does not refer to other activities that Workday may perform under this Agreement such as training services or professional services.

"SLA" means the *Workday Production Support and Service Level Availability Policy*, attached hereto, which may be updated by Workday from time to time subject to the restrictions in Section 10.8. The most current version may be found at https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html.

"**Tenant**" means a unique instance of the Service, with a separate set of customer data held by Workday in a logically separated database (i.e., a database segregated through password-controlled access).

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UNIVERSAL SECURITY EXHIBIT

This Workday Universal Security Exhibit applies to the Covered Service and Covered Data. Capitalized terms used herein have the meanings given in the Agreement, including attached exhibits, that refers to this Workday Universal Security Exhibit.

Workday maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing of Covered Data as well as the associated risks, are appropriate to (a) the type of information that Workday will store as Covered Data; and (b) the need for security and confidentiality of such information. Workday's security program is designed to:

- Protect the confidentiality, integrity, and availability of Covered Data in Workday's possession or control or to which Workday has access;
- Protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of Covered Data;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Covered Data;
- Protect against accidental loss or destruction of, or damage to, Covered Data; and
- Safeguard information as set forth in any local, state or federal regulations by which Workday may be regulated.

Without limiting the generality of the foregoing, Workday's security program includes:

1. **Security Awareness and Training**. Mandatory employee security awareness and training programs, which include:

   a) Training on how to implement and comply with its information security program; and

   b) Promoting a culture of security awareness.

2. **Access Controls**. Policies, procedures, and logical controls:

   a) To limit access to its information systems and the facility or facilities in which they are housed to properly authorized persons;

   b) To prevent those workforce members and others who should not have access from obtaining access; and

   c) To remove access in a timely basis in the event of a change in job responsibilities or job status.

3. **Physical and Environmental Security**. Controls that provide reasonable assurance that access to physical servers at the data centers housing Covered Data is limited to properly authorized individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes.

4. **Security Incident Procedures**. A security incident response plan that includes procedures to be followed in the event of any security breach of any application or system directly associated with the accessing, processing, storage or transmission of Covered Data.

5. **Contingency Planning**. Policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, pandemic flu, and natural disaster) that could damage Covered Data or production systems that contain Covered Data.

6. **Audit Controls**. Technical or procedural mechanisms put in place to promote efficient and effective operations, as well as compliance with policies.

7. **Data Integrity**. Policies and procedures to ensure the confidentiality, integrity, and availability of Covered Data and to protect it from disclosure, improper alteration, or destruction.

8. **Storage and Transmission Security**. Security measures to guard against unauthorized access to Covered Data that is being transmitted over a public electronic communications network or stored electronically.

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9. **Secure Disposal**. Policies and procedures regarding the secure disposal of tangible property containing Covered Data, taking into account available technology so that such data cannot be practicably read or reconstructed.

10. **Assigned Security Responsibility**. Assigning responsibility for the development, implementation, and maintenance of its information security program, including:

a) Designating a security official with overall responsibility; and

b) Defining security roles and responsibilities for individuals with security responsibilities.

11. **Testing**. Regularly testing the key controls, systems and procedures of its information security program to validate that they are properly implemented and effective in addressing the threats and risks identified.

12. **Monitoring**. Network and systems monitoring, including error logs on servers, disks and security events for any potential problems. Such monitoring includes:

a) Reviewing changes affecting systems handling authentication, authorization, and auditing;

b) Reviewing privileged access to Workday production systems processing Covered Data; and

c) Engaging third parties to perform network vulnerability assessments and penetration testing on a regular basis.

13. **Change and Configuration Management**. Maintaining policies and procedures for managing changes Workday makes to production systems, applications, and databases processing Covered Data. Such policies and procedures include:

a) A process for documenting, testing and approving the patching and maintenance of the Covered Service;

b) A security patching process that requires patching systems in a timely manner based on a risk analysis; and

c) A process for Workday to utilize a third party to conduct web application level security assessments. These assessments generally include testing, where applicable, for:

i) Cross-site request forgery

ii) Services scanning

iii) Improper input handling (e.g. cross-site scripting, SQL injection, XML injection, cross-site flashing)

iv) XML and SOAP attacks

v) Weak session management

vi) Data validation flaws and data model constraint inconsistencies

vii) Insufficient authentication

viii) Insufficient authorization

14. **Program Adjustments**. Workday monitors, evaluates, and adjusts, as appropriate, the security program in light of:

a) Any relevant changes in technology and any internal or external threats to Workday or the Covered Data;

b) Security and data privacy regulations applicable to Workday; and

c) Workday's own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements, and changes to information systems.

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UNIVERSAL DATA PROCESSING EXHIBIT

This Universal Data Processing Exhibit is an exhibit to the Agreement between Workday and Customer and sets forth the obligations of the parties regarding the Processing of Personal Data pursuant to such Agreement.

1. Definitions

Unless otherwise defined below, all capitalized terms have the meaning given within the applicable Agreement and/or exhibits thereto.

"Agreement" means the MSA, the Professional Services Agreement, and Order Forms, including any exhibits or attachments applicable to the Covered Service.

"CCPA" means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations.

"Covered Data" means (i) Customer Data, (ii) Professional Services Data, and (iii) any other electronic data or information submitted by or on behalf of Customer to a Covered Service.

"Covered Service" means (i) any Service provided under an Order Form that specifically refers to this DPE, and/or, (ii) any Professional Services.

"Customer Audit Program" means Workday's optional, fee-based customer audit program as described in the Customer Audit Program Order Form for Covered Services.

"Data Controller" or **"Controller"** means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

"DPE" means this Universal Data Processing Exhibit including any appendices, annexures or documents incorporated by reference.

"Data Processor" or **"Processor"** means the entity which Processes Personal Data on behalf of the Data Controller, including as applicable any "service provider" as that term is defined by the CCPA.

"Data Protection Laws" means all data protection laws applicable to the Processing of Personal Data under this DPE, including local, state, national and/or foreign laws, treaties, and/or regulations, including without limitation the GDPR, and implementations of the GDPR into national law, and CCPA, in each case as may be amended or superseded from time to time.

"Data Subject" means the person to whom the Personal Data relates.

"**Europe**" or "**European**" means the European Economic Area ("**EEA**"), the United Kingdom ("**UK**"), and Switzerland.

"GDPR" means either or both the (i) General Data Protection Regulation (EU) 2016/679 ("**EU GDPR**"), and (ii) the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 ("**UK GDPR**") as the context may require.

"Personal Data" means any Covered Data that relates to an identified or identifiable natural person.

"Personal Data Breach" means (i) a 'personal data breach' as defined in the GDPR affecting Personal Data, and (ii) any Security Breach affecting Personal Data.

"Processing" or **"Process"** means any operation or set of operations performed on Personal Data or sets of Personal Data, such as collecting, recording, organizing, structuring, storing, adapting or altering, retrieving, consulting, using, disclosing by transmission, disseminating or otherwise making available, aligning or combining, restricting, erasing or destroying.

"Professional Services" means the professional or consulting services provided to Customer under a Professional Services Agreement.

"Professional Services Agreement" means any agreement between the parties for the provision of consulting or professional services, including but not limited to the following agreements or terms: the Professional Services

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UNIVERSAL DATA PROCESSING EXHIBIT

Agreement, the Delivery Assurance terms, the Professional Services Addendum, and/or the Consulting and Training Addendum and Amendment.

"**Professional Services Data**" means electronic data or information that is provided to Workday under a Professional Services Agreement for the purpose of being input into a Service, or Covered Data accessed within or extracted from the Customer's tenant or instance to perform the Professional Services.

"Restricted Country" means: (i) where the EU GDPR applies, a country outside of the EEA which is not subject to an adequacy determination by the European Commission; (ii) where the UK GDPR applies, a country outside the UK which is not based on adequacy regulations pursuant to Section 17A of the UK Data Protection Act 2018 as amended or replaced ("UK DPA"); and (iii) where the Swiss Federal Act on Data Protection of June 19, 1992 as amended or replaced ("Swiss FADP") applies, a country outside Switzerland which has not been recognized to provide an adequate level of protection by the Federal Data Protection and Information Commissioner.

"Restricted Transfer" means: (i) where the EU GDPR applies, a transfer of Personal Data from the EEA to a Restricted Country; (ii) where the UK GDPR applies, a transfer of Personal Data from the UK to a Restricted Country; and (iii) where the Swiss FADP applies, a transfer of Personal Data from Switzerland to a Restricted Country.

"SCCs" means (i) where the EU GDPR applies, the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("**EU SCCs**"); and (ii) where the UK GDPR applies, the "International Data Transfer Addendum to the EU Commission Standard Contractual Clauses" issued by the Information Commissioner under s.119A(1) of the UK DPA ("**UK Addendum**").

"Subprocessor" means a Workday Affiliate or third-party entity engaged by Workday or a Workday Affiliate as a Data Processor under this DPE.

"Subprocessor List" means the subprocessor list identifying the Subprocessors that are authorized to Process Personal Data, accessible through Workday's website (currently located at https://www.workday.com/en-us/legal/subprocessors.html).

"Workday BCRs" or **"BCRs"** means Workday's Processor Binding Corporate Rules. The Workday BCRs are accessible through Workday's website (currently located at https://www.workday.com/en-us/why-workday/security-trust.html).

2. Processing Personal Data

2.1 Scope and Role of the Parties. This DPE applies to the Processing of Personal Data by Workday to provide the Covered Service. For the purposes of this DPE, Customer is the Data Controller and Workday is the Data Processor, except when Customer acts as a Data Processor of Personal Data, in which case Workday is a subprocessor.

2.2 Instructions for Processing. Workday shall Process Personal Data in accordance with Customer's documented instructions. Customer instructs Workday to Process Personal Data to provide the Covered Service in accordance with the Agreement (including this DPE) and as further specified via Customer's use of the Covered Service. Customer may provide additional instructions to Workday to Process Personal Data, however Workday shall be obligated to perform such additional instructions only if they are consistent with the terms and scope of the Agreement and this DPE. To the extent the CCPA applies to Personal Data, Workday will not (i) Sell Personal Data, nor (ii) retain, use or disclose Personal Data for any purpose other than to provide the Covered Services in accordance with the Agreement. The Term "Sell" shall have the meaning set forth in the CCPA.

2.3 Compliance with Laws. Workday shall comply with all Data Protection Laws applicable to Workday in its role as a Data Processor Processing Personal Data. Customer shall comply with all Data Protection Laws applicable to Customer as a Data Controller and shall obtain all necessary consents, and provide all necessary notifications, to Data Subjects to enable Workday to carry out lawfully the Processing contemplated by this DPE. Customer shall ensure that any instruction it issues to Workday complies with applicable Data Protection Laws. Workday shall inform Customer without undue delay if, in its reasonable opinion, an instruction issued by Customer violates applicable European Data Protection Laws.

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UNIVERSAL DATA PROCESSING EXHIBIT

3. Subprocessors

3.1 Use of Subprocessors. Customer hereby agrees and provides a general authorization that Workday and Workday Affiliates may engage Subprocessors. Workday or the relevant Workday Affiliate engaging a Subprocessor shall ensure that such Subprocessor has entered into a written agreement that is no less protective than this DPE. Workday shall be liable for the acts and omissions of any Subprocessors to the same extent as if the acts or omissions were performed by Workday.

3.2 Notification of New Subprocessors. Workday shall make available to Customer a Subprocessor List and provide Customer with a mechanism to obtain notice of any updates to the Subprocessor List. At least thirty (30) days prior to authorizing any new Subprocessor to Process Personal Data, Workday shall provide notice to Customer by updating the Subprocessor List.

3.3 Subprocessor Objection Right. This Section 3.3 shall apply only where and to the extent that Customer is established within Europe or where otherwise required by Data Protection Laws applicable to Customer. In such event, if Customer objects on reasonable grounds relating to data protection to Workday's use of a new Subprocessor then Customer shall promptly, and within fourteen (14) days following Workday's notification pursuant to Section 3.2 above, provide written notice of such objection to Workday. Should Workday choose to retain the objected-to Subprocessor, Workday will notify Customer at least fourteen (14) days before authorizing the Subprocessor to Process Personal Data and Customer may terminate the relevant portion(s) of the Covered Service within thirty (30) days. Upon any termination by Customer pursuant to this Section, Workday shall refund Customer any prepaid fees for the terminated portion(s) of the Covered Service that were to be provided after the effective date of termination.

4. Data Subject Rights

4.1 Assistance with Data Subject Requests. Workday will, in a manner consistent with the functionality of the Covered Service and Workday's role as a Data Processor, provide reasonable support to Customer to enable Customer to respond to Data Subject requests to exercise their rights under applicable Data Protection Laws ("**Data Subject Requests**").

4.2 Handling of Data Subject Requests. For the avoidance of doubt, Customer is responsible for responding to Data Subject Requests. If Workday receives a Data Subject Request or other complaint from a Data Subject regarding the Processing of Personal Data, Workday will promptly forward such request or complaint to Customer, provided the Data Subject has given sufficient information for Workday to identify Customer.

5. Workday Personnel

Workday shall require screening of its personnel who may have access to Personal Data and shall require such personnel (i) to Process Personal Data in accordance with Customer's instructions as set forth in this DPE, (ii) to receive appropriate training on their responsibilities regarding the handling and safeguarding of Personal Data; and (iii) to be subject to confidentiality obligations which survive their termination of employment.

6. Personal Data Breach

If Workday becomes aware of a Personal Data Breach, it shall without undue delay notify Customer in accordance with the Security Breach provisions of the MSA. Workday shall take appropriate measures to address and mitigate the adverse effects of the Personal Data Breach. To the extent Customer requires additional information from Workday to meet its Personal Data Breach notification obligations under applicable Data Protection Laws, Workday shall provide reasonable assistance to provide such information to Customer taking into account the nature of Processing and the information available to Workday.

7. Security of Processing

Workday shall implement and maintain appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data as described in the Universal Security Exhibit.

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8. Audit

Customer agrees that, to the extent applicable, Workday's then-current SOC 1 and SOC 2 audit reports (or comparable industry-standard successor reports) and/or Workday's ISO certifications will be used to satisfy any audit or inspection requests by or on behalf of Customer, and Workday shall make such reports available to Customer. If Customer requires additional information, including information necessary to demonstrate compliance with this DPE, or an audit related to the Covered Service, such information and/or audit shall be made available in accordance with Workday's Customer Audit Program.

9. Return and Deletion of Personal Data

Upon termination of the Covered Service, Workday shall return and delete Personal Data in accordance with the relevant provisions of the Agreement.

10. Transfers of European Personal Data

10.1 Transfer Safeguards. The transfer safeguards listed below shall apply to all Restricted Transfers.

10.2 BCRs. For the Covered Services identified in Addendum B, the Workday BCRs apply to the Processing of Personal Data of a Customer or Customer Affiliate established in the EEA. In this event, all provisions of the Workday BCRs are incorporated by this reference and shall be binding and enforceable for Customer according to Section 1.4 of the Workday BCRs as if they were set forth in this DPE in their entirety. If any conflict or inconsistency arises between this DPE and the Workday BCRs, the Workday BCRs shall prevail.

10.3 Processor-to-Processor SCCs. Where Workday is located within Europe, Workday has implemented and complies with the SCCs for any Restricted Transfers of Personal Data from Workday (as "data exporter") to Subprocessors (as "data importers").

10.4 Controller-to-Processor SCCs. Where Workday is located in a Restricted Country, the SCCs will apply to any Restricted Transfers from Customer (as "data exporter") to Workday (as "data importer") as follows:

10.4.1 EU Personal Data. In relation to Personal Data protected by the EU GDPR, the EU SCCs will apply completed as follows:

(i) Module 2 applies unless the Customer is a Processor in which case Module 3 applies;

(ii) in Clause 7, the optional docking clause will not apply;

(iii) in Clause 9, Option 2 will apply, and the time period for prior notice of subprocessor changes will be in accordance with the notification process set out in Section 3.2 of this DPE;

(iv) in Clause 11, the optional redress language will not apply;

(v) in Clause 17, Option 1 will apply, and the EU SCCs will be governed by the law specified in the MSA, provided that law is an EEA Member State law recognizing third party beneficiary rights, otherwise, the laws of Ireland apply;

(vi) in Clause 18(b), disputes shall be resolved before the courts specified in the MSA, provided these courts are located in an EAA Member State, otherwise those courts shall be the courts of Ireland;

(vii) Annex I of the EU SCCs shall be deemed completed with the information set out in Annex I to this DPE; and

(viii) Annex II of the EU SCCs shall be deemed completed with the information set out in Annex II to this DPE.

10.4.2 UK Personal Data. In relation to Personal Data protected by the UK GDPR (**"UK Personal Data"**), the UK Addendum will apply as follows:

(i) the EU SCCs, completed as set out in Section 10.4.1 above, shall also apply to transfers of UK Personal Data;

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(ii) the UK Addendum shall be deemed executed (and incorporated by this reference) between the transferring Customer and Workday, and the EU SCCs shall be deemed amended as specified by Part 2 (Mandatory Clauses) of the UK Addendum in respect of the transfer of UK Personal Data;

(iii) Tables 1 to 3 of the UK Addendum shall be deemed completed with relevant information from within this DPE and the EU SCCs, completed as set out in Section 10.4.1 above;

(iv) the start date of the UK Addendum (as set out in Table 1) shall be the effective date of this DPE; and

(v) Table 4 of the UK Addendum shall be deemed completed "neither party".

10.4.3 Swiss Personal Data. In relation to Personal Data protected by the Swiss FADP, the EU SCCs will apply amended and adapted as follows:

(i) the Swiss Federal Data Protection and Information Commissioner is the exclusive supervisory authority;

(ii) the term "member state" must not be interpreted in such a way as to exclude Data Subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18; and

(iii) references to the GDPR in the EU SCCs shall also include the reference to the equivalent provisions of the Swiss FADP.

10.4.4 Clarifications. The SCCs will be subject to the following clarifications:

(i) Workday will allow Customer to conduct audits as described in the SCCs in accordance with Section 8 of this DPE.

(ii) Customer consents to Workday appointing Subprocessors in accordance with Section 3 of this DPE, and Customer may exercise its right to object to Subprocessors under the SCCs in the manner set out in Section 3.

(iii) Workday shall return and delete Customer's data in accordance with Section 9 of this DPE.

(iv) Customer agrees that any assistance that Workday provides to Customer under the SCCs shall be provided through the Customer Audit Program.

(v) Nothing in this Section 10.4 of this DPE varies or modifies the SCCs nor affects any supervisory authority's or Data Subject's rights under the SCCs. If any provision of this DPE contradicts, directly or indirectly, the SCCs, the SCCs shall prevail.

11. Additional European Terms

11.1 Description of Processing. The agreed subject-matter, the nature, purpose and duration of data processing, the types of Personal Data and categories of Data Subjects are set forth in Addendum A to this DPE.

11.2 Data Protection Impact Assessments ("DPIA(s)") and Prior Consultations. Customer agrees that, to the extent applicable, Workday's then-current SOC 1 and SOC 2 audit reports (or comparable industry-standard successor reports) and/or Workday's ISO certifications will be used to carry out Customer's DPIAs and prior consultations, and Workday shall make such reports available to Customer. To the extent Customer requires additional assistance to meet its obligations under GDPR Article 35 and 36 to carry out a DPIA and prior consultation with the competent supervisory authority related to Customer's use of the Covered Service, Workday will, taking into account the nature of Processing and the information available to Workday, provide such assistance to Customer through the Customer Audit Program.

12. General Provisions

12.1 Customer Affiliates. Customer is responsible for coordinating all communication with Workday on behalf of its Affiliates with regard to this DPE. Customer represents that it is authorized to enter into this DPE and any SCCs entered into under this DPE, issue instructions, and make and receive any communications or notifications in relation to this DPE on behalf of its Affiliates.

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UNIVERSAL DATA PROCESSING EXHIBIT

12.2 Termination. The term of this DPE will end simultaneously and automatically at the later of (i) the termination of the Agreement or, (ii) when all Personal Data is deleted from Workday's systems.

12.3 Conflict. This DPE is subject to the non-conflicting terms of the Agreement. With regard to the subject matter of this DPE, if inconsistencies between the provisions of this DPE and the Agreement arise, the provisions of this DPE shall prevail with regard to the parties' data protection obligations.

12.4 Customer Affiliate Enforcement. Customer's Affiliates may enforce the terms of this DPE directly against Workday, subject to the following provisions:

i. Customer will bring any legal action, suit, claim or proceeding which that Affiliate would otherwise have if it were a party to the Agreement (each an "**Affiliate Claim**") directly against Workday on behalf of such Affiliate, except where the Data Protection Laws to which the relevant Affiliate is subject require that the Affiliate itself bring or be party to such Affiliate Claim; and

ii. for the purpose of any Affiliate Claim brought directly against Workday by Customer on behalf of such Affiliate in accordance with this Section, any losses suffered by the relevant Affiliate may be deemed to be losses suffered by Customer.

12.5 Remedies. Customer's remedies (including those of its Affiliates) with respect to any breach by Workday, its Affiliates and Subprocessors of the applicable terms of this DPE, and the overall aggregate liability of Workday and its Affiliates arising out of, or in connection with the Agreement (including this DPE) will be subject to any aggregate limitation of liability that has been agreed between the parties under the Agreement.

12.6 Miscellaneous. The section headings contained in this DPE are for reference purposes only and shall not in any way affect the meaning or interpretation of this DPE.

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UNIVERSAL DATA PROCESSING EXHIBIT

ADDENDUM A

Description of Processing

ANNEX I

A. LIST OF PARTIES

Data exporter

Data exporter: Customer

Contact details: The individuals designated as named contacts by Customer in Customer's account

Relevant activities: Use of Workday's enterprise cloud applications.

Signature and Date: By entering into the Agreement, data exporter is deemed to have signed these SCCs incorporated herein as of the effective date of the Agreement.

Data exporter role: The data exporter's role is set forth in the DPE.

Data importer

Data importer: Workday

Contact details: Workday Privacy Team, legal@workday.com

Relevant activities: Provide and support enterprise cloud applications, including human resource and financial management.

Signature and Date: By entering into the Agreement, data importer is deemed to have signed these SCCs incorporated herein as of the effective date of the Agreement.

Data importer role: Processor

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UNIVERSAL DATA PROCESSING EXHIBIT

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

1. Customer's job applicants, candidates, current and former employees and other workers, as well as related persons.
2. Employees or contact persons of Customer's prospects, customers, business partners and suppliers.

Categories of personal data transferred

Customer determines the categories of personal data processed within Covered Services subscribed to. Typically, the transferred personal data will include the categories of data identified below:

1. **Applicants, employees and other workers:** Name; contact information (including home and work address; home and work telephone numbers; mobile telephone numbers; web address; instant messenger; home and work email address); marital status; citizenship information; visa information; national and governmental identification information; drivers' license information; passport information; banking details; military service information; date of birth and birth place; gender; employee identification information; education, language(s) and special competencies; certification information; probation period and employment duration information; job or position title; business title; job type or code; business site; company, supervisory, cost center and region affiliation; work schedule and status (full-time or part-time, regular or temporary); compensation and related information (including pay type and information regarding raises and salary adjustments); payroll information; allowance, bonus, commission and stock plan information; leave of absence information; employment history; work experience information; information on internal project appointments; accomplishment information; training and development information; award information; membership information.
2. **Related persons:** Name and contact information of dependents or beneficiaries (including home address; home and work telephone numbers; mobile telephone numbers); date of birth; gender; emergency contacts; beneficiary information; dependent information.
3. **Prospects, customers, business partners and suppliers:** Name and contact information (including work address; work telephone numbers; mobile telephone numbers; web address; instant messenger; work email address); business title; company.
4. **Learners:** Name and contact information (including work address; work telephone numbers; mobile telephone numbers; instant messenger; work email address); business title; company; enrollment information, including completion of courses, exam results and feedback provided.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Unless otherwise agreed, the transferred Personal Data may comprise special categories of personal data, such as ethnicity, religious beliefs, trade union membership information and health data (employee sick leave, disability information). Taking into consideration the nature of the data and the risk of varying likelihood and severity for the rights and freedoms of natural persons, Workday has implemented the technical and organizational measures as described in Annex II, including specialized training of staff and system access logs, to ensure an appropriate level of protection for such sensitive data.

Frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis)

Transfers will be made on a continuous basis.

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UNIVERSAL DATA PROCESSING EXHIBIT

Nature of the processing

Workday acts as a processor for the Personal Data Customer submits electronically into Workday's enterprise cloud applications or provides to Workday in connection with a Professional Services engagement.

1. Processing Personal Data to set up, operate, maintain and support the enterprise cloud applications
2. Storage of Personal Data in secure data centers
3. Provision of Professional Services

Purpose(s) of the data transfer and further processing

Provide and support enterprise cloud applications, including human resource and financial management.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Personal data will be retained for the duration of the Agreement in accordance with DPE Section 12.2t.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

The subject matter and duration of the processing is outlined above within this Annex. The nature of the specific sub-processing services are further particularized within the Subprocessor List (currently located at: https://www.workday.com/en-us/legal/subprocessors.html).

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

The competent supervisory authority determined in accordance with Clause 13 of the EU SCCs unless required otherwise by DPE Sections 10.4.2 (UK Personal Data) and 10.4.3 (Swiss Personal Data).

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UNIVERSAL DATA PROCESSING EXHIBIT

ANNEX II

Technical and Organizational Measures

The technical and organizational measures set forth in the Security Exhibit have been implemented by the data importer to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

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UNIVERSAL DATA PROCESSING EXHIBIT

ADDENDUM B

BCR Covered Services

Covered Service	Applicable SKU Names
HCM/FIN/ANALYTICS	Human Capital Management, Cloud Connect for Benefits, Workday Payroll, Cloud Connect for Third Party Payroll, Time Tracking, Recruiting, Learning (excluding Media Cloud), Learning for Extended Enterprise, Core Financials, Expenses, Procurement, Inventory, Grants Management, Projects, Projects Billing, Workday Prism Analytics and Student
Workday Adaptive Planning	Workday Adaptive Planning SKUs, such as Planning & Analytics, Workforce Planning, Financial Planning, Sales Planning, Operational Planning, however defined in the applicable order form.
Workday Extend	Workday Cloud Platform

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Workday Production Support and Service Level Availability Policy (SLA)

Workday's Service is based on a multi-tenanted operating model that applies common, consistent management practices for all customers using the service. This common operating model allows Workday to provide the high level of service reflected in our business agreements. This document (the "SLA") communicates Workday's Production Support and Service Level Availability Policy for its customers. Capitalized terms, unless otherwise defined herein, shall have the same meaning as in the primary Service subscription agreement between Workday and Customer ("MSA").

1. Service Availability:

Workday's Service Availability commitment for a given calendar month is 99.7%.
Service Availability is calculated per month as follows:

$$\left(\frac{\text{Total} - \text{Unplanned Outage} - \text{Planned Maintenance}}{\text{Total} - \text{Planned Maintenance}} \right) \text{ X } 100\% \geq 99.7\%$$

Definitions:

- **Total** is the total minutes in the month
- **Unplanned Outage** is total minutes that the Service is not available in the month outside of the Planned Maintenance window
- **Planned Maintenance** is total minutes of planned maintenance in the month

Currently, Planned Maintenance is three (3) hours for weekly maintenance, plus four (4) hours for monthly maintenance, plus four (4) hours for quarterly maintenance. The Planned Maintenance windows can be found at Workday Scheduled Maintenance (https://community.workday.com/articles/521701). All times are subject to change upon 30 days' notice provided via the Workday Community site ("Community") and any such change shall not lengthen the duration of the associated maintenance window. If actual maintenance exceeds the time allotted for Planned Maintenance, it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month.

The measurement point for Service Availability is the availability of the Production Tenants at the Workday Production data center's Internet connection points. Upon Customer request not more than once per month via the Workday case management system on Community, Workday will provide a Service Availability report.

2. Workday Feature Release and Service Update Process:

Periodically, Workday introduces new features in the Service with enhanced functionality across Workday applications. Features and functionality will be made available as part of a major feature release ("Feature Release") or as part of weekly service updates ("Service Updates"). Feature Releases will take place approximately twice per year. The frequency of Feature Release availability may be increased or decreased by Workday at Workday's discretion with at least 30 days' prior notice to Customer on Community. Specific information and timelines for Feature Releases and Service Updates can be found on Community. Feature Releases will be performed during a weekend within any Planned Maintenance.

3. Service Response:

Workday's Service Response commitment is: (1) not less than 50% of online transactions in one second or less and (2) not more than 10% in 2.5 seconds or more. "Service Response" means the processing time of the Workday Production Tenants in the Workday Production data center to complete transactions submitted from a web browser. This Service Response commitment excludes online requests processed via background jobs, Workday Web Services, or as analytics.

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Workday Production Support and Service Level Availability Policy (SLA)

The time required to complete the request is measured from the point in time when the request has been fully received by the encryption endpoint in the Workday Production data center, until the response begins to be returned for transmission to Customer. Customer may request a Service Response report not more than once per month via Community.

Customers may impact their own Service Response time by launching custom reports and integrations in excess of the limits set forth on Community. Workday may enforce reasonable and documented system limits to serve as guardrails for the Service where these reports and integrations negatively impact Service Response.

4. Production Data Center Disaster Recovery:

Workday will maintain a disaster recovery plan for the Workday Production Tenants in conformance with Workday's most current Disaster Recovery Summary, the current version of which can be viewed on Community. Workday commits to a recovery time objective of 12 hours - measured from the time that the Workday Production Tenant becomes unavailable until it is available again. Workday commits to a recovery point objective of 1 hour - measured from the time that the first transaction is lost until the Workday Production Tenant becomes unavailable.

Workday will test the disaster recovery plan once every six months and will make available a written summary of the results of the most recent test for Customers on Community.

5. Case Submittal and Reporting:

Customer's Named Support Contacts may submit cases to Workday Support via Community. Named Support Contacts must be trained on the Workday products for which they initiate support requests. Each case will be assigned a unique case number. Workday will respond to each case in accordance with this SLA and will work diligently toward resolution of the issue taking into consideration its severity and impact on the Customer's business operations. Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround, delivery of information or other reasonable solution to the issue. Case reporting is available on demand via Community.

6. Severity Level Determination:

Customer shall reasonably self-diagnose each support issue and shall recommend to Workday an appropriate Severity Level designation. Workday shall validate Customer's Severity Level designation or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management. In the rare case a conflict requires a management discussion, both parties shall make a representative available within one hour of the escalation.

7. Support Issue Production Severity Levels - Response and Escalation:

"Workday Response Commitment" means the period of time from when Customer logs the Production case in the Workday case management system via Community until Workday responds to Customer or escalates within Workday, if appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.

If Customer is not satisfied with the progress of a Severity Level 1 or 2 issue, Customer may escalate the case to Workday support management using the escalation process defined for Named Support Contacts. Upon escalation,

Workday Production Support and Service Level Availability Policy (SLA)

Workday shall notify support senior management and shall assign a Workday escalation manager to work with Customer until the escalation is resolved.

Severity Level 1:

- Definition: The Service is unavailable or a Service issue prevents timely payroll processing, tax payments, entry into time tracking, financials closing (month-end, quarter-end or year-end), payment of supply chain invoices or creation of purchase orders, processing of candidate applications, issues that prevent financial aid disbursements, admissions, and registration activity of students. No workaround exists.
- Resolution: Workday will work to resolve the problem until the Service is returned to normal operation and will notify Customer of status changes.
- Escalation: If the problem has not been resolved within one hour, Workday will escalate the problem to the appropriate Workday organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.
- Customer Response Commitment: Customer shall remain accessible for troubleshooting from the time a Severity 1 issue is logged until it is resolved.

Severity Level 2:

- Definition: An issue with the Service that prevents Customer from completing one or more critical business processes with a significant impact. No workaround exists.
- Resolution: Workday will work to resolve the problem until the Service is returned to normal operation and will notify Customer of status changes.
- Escalation: If the problem has not been resolved within four hours, Customer may request that Workday escalate the problem to the appropriate Workday organization where the escalated problem will have higher priority than ongoing development or operations initiatives.
- Customer Response Commitment: Customer shall remain accessible for troubleshooting from the time a Severity 2 issue is logged until it is resolved.

Severity Level 3:

- Definition: An issue with the Service that prevents Customer from completing one or more important business processes that impact Customer's business operations. A workaround exists but is not optimal.
- Resolution: If resolution requires a Workday issue fix, Workday will add the issue fix to its development queue for future Service Updates and will suggest a potential workaround until the problem is resolved in a future Service Update. Workday will notify Customer of status changes.
- Escalation: If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization
- Customer Response Commitment: Customer will respond to Workday requests for additional information and will implement recommended solutions in a timely manner.

Severity Level 4:

- Definition: An issue with the Service that delays Customer from completing one or more non-critical business processes that are not imperative to Customer's business operations. A workaround exists.
- Resolution: If resolution requires a Workday issue fix, Workday will add the issue fix to its development queue for future Service Updates and will suggest potential workarounds until the problem is resolved in a future Service Update. Customer will be notified of status changes.
- Escalation: If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.
- Customer Response Commitment: Customer will respond to Workday's requests for additional information

Workday Production Support and Service Level Availability Policy (SLA)

and will implement recommended solutions in a timely manner.

Severity Level 5 (Including Customer Care and Operations Requests):

- Definition: Non-system issues and requests such as Named Support Contact changes, SLA report. or general Service inquiries. Questions about product configuration and functionality should be addressed to Community.
- Resolution: Workday will respond to the request and will notify Customer of status changes.
- Escalation: If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.
- Customer Response Commitment: Customer will respond to Workday requests for additional information in a timely manner.

8. Support Hours and Support Response Commitments:

Workday provides Customer support 24 hours a day, 7 days a week for Severity Level 1 issues and will remain accessible for troubleshooting from the time a Severity 1 issue is logged until it is resolved. Workday provides Customer support on Mondays through Fridays (9am to 6pm in Customer's local time) for all other Severity Levels. Workday Response Commitments start from the time the case is logged.

Support Issue Severity Level	Workday Response Commitment
1	1 hour / 7 days a week
2	6 hours / Monday – Friday
3	24 hours / Monday - Friday
4	24 hours / Monday – Friday
5	48 hours / Monday - Friday

Support hours and support response commitments in the prior Workday SLA version released in February 2022 will continue to apply to (i) Customers who have an MSA with an Effective Date on or before July 31, 2023 for the remainder of such Customer's subscription Order Term(s); (ii) Customers with a renewal subscription Order Form for HCM or FIN with an Effective Date on or before January 31, 2024 for the remainder of the renewal Order Term; and (iii) Customers not eligible to subscribe to Workday Success Accelerate Plans, for as long as they are not eligible.

9. Workday Support Scope:

Workday will support functionality that is delivered by Workday as part of the Service. For all other functionality, and for issues or errors in the Service caused by issues, errors, or changes in Customer's information systems, customizations, and third-party products or services, Workday may assist Customer and its third-party providers in diagnosing and resolving issues or errors, but Customer acknowledges that these matters are outside of Workday's support obligations. Failure to meet obligations or commitments under this SLA that is attributable to (1) Customer's acts or omissions (such as launching custom reports and integrations in excess of the limits set forth on Community); and (2) force majeure events shall be excused.

10. Workday Web Services API Support:

Workday recommends using the most recent version of the Workday Web Services ("WWS") APIs in order to receive optimum performance and stability. Prior versions of WWS APIs are updated to support backward-

Workday Production Support and Service Level Availability Policy (SLA)

compatibility for all prior versions of WWS APIs that have not reached an end-of-life status. Workday will make end-of-life announcements no less than 18 months before the end-of-life of each WWS API. Workday will make announcements surrounding the WWS APIs through Community or, for APIs made available pursuant to the Workday Developer Program, through the Workday developer site. Backward-compatibility means that an integration created to work with a given WWS API version will continue to work with that same WWS API version even as Workday introduces new WWS API versions. With the exception of backward-compatibility updates, prior versions of WWS APIs are not enhanced.

11. Workday Developer Program App Support:

For customers subscribing to Workday Extend ("Extend") under an Order Form, Workday will support Extend in Production Tenants. All Apps developed pursuant to the Workday Developer Program, whether created by a customer, Workday or others, are expressly not covered by this SLA. Workday will not be responsible for any Service Availability downtime or delayed Service Response times caused by use of any Apps. Workday may modify or deprecate APIs, features and services made available pursuant to the Workday Developer Program in accordance with the Availability Statuses posted on the Workday developer site at developer.workday.com. Use of the developer site and all materials therein is governed by the Workday Developer Program Terms. "Apps" means the customizations, add-ons, extensions and/or other software solutions developed pursuant to the Workday Developer Program.

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ORDER FORM 00373688.0

Customer Name	City of Escondido
Workday Entity	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	See MSA executed herewith
Order Effective Date	The later of the dates of the parties' signatures on the Signature Document
Order Term	April 21, 2023 through April 20, 2038
Currency	USD
Total Subscription Fee	8,613,604
Tenant Base Name	escondido

Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	140,490
2	Due on First anniversary of the Order Term start date	201,486
3	Due on Second anniversary of the Order Term start date	426,025
4	Due on Third anniversary of the Order Term start date	434,549
5	Due on Fourth anniversary of the Order Term start date	609,026
6	Due on Fifth anniversary of the Order Term start date	621,204
7	Due on Sixth anniversary of the Order Term start date	633,630
8	Due on Seventh anniversary of the Order Term start date	646,302
9	Due on Eighth anniversary of the Order Term start date	659,227
10	Due on Ninth anniversary of the Order Term start date	672,412
11	Due on Tenth anniversary of the Order Term start date	685,860
12	Due on Eleventh anniversary of the Order Term start date	699,579
13	Due on Twelfth anniversary of the Order Term start date	713,566
14	Due on Thirteenth anniversary of the Order Term start date	727,843
15	Due on Fourteenth anniversary of the Order Term start date	742,405
	Total Payment Amount	**8,613,604**

For the avoidance of doubt, the Payment Schedule Table will be used for invoicing purposes.

Subscription Fees Table

Subscription Period	Date Range	Subscription Fee
1	April 21, 2023 through April 20, 2024	140,490
2	April 21, 2024 through April 20, 2025	201,486
3	April 21, 2025 through April 20, 2026	426,025
4	April 21, 2026 through April 20, 2027	434,549
5	April 21, 2027 through April 20, 2028	609,026
6	April 21, 2028 through April 20, 2029	621,204
7	April 21, 2029 through April 20, 2030	633,630
8	April 21, 2030 through April 20, 2031	646,302
9	April 21, 2031 through April 20, 2032	659,227
10	April 21, 2032 through April 20, 2033	672,412
11	April 21, 2033 through April 20, 2034	685,860
12	April 21, 2034 through April 20, 2035	699,579
13	April 21, 2035 through April 20, 2036	713,566
14	April 21, 2036 through April 20, 2037	727,843
15	April 21, 2037 through April 20, 2038	742,405
	Total Subscription Fee	**8,613,604**

The Subscription Fees Table provides the Subscription Fees for each applicable Subscription Period. The Subscription Fee for Subscription Period 2 onwards includes a capped Innovation Index of 2.0% (as defined in the

Additional Definitions Section below). During the initial Term, any increases due to CPI (also defined below) are waived**.** Customer understands that the Subscription Fees above reflects Customer's planned phased deployment, and any adjustment to the deployment timeline will not result in changes to the Payment Schedule or Subscription Fees.

Subscription Rights Table

SKU	Service	Pricing Metric	Annual Subscription Rights
PLNF	Financial Planning	FSE*	Full Enterprise
PPLA	People Analytics	FSE*	Full Enterprise
TLO	Talent Optimization	FSE*	Full Enterprise
CHCM	Core Human Capital Management	FSE*	Full Enterprise
CCB	Cloud Connect for Benefits	FSE*	Full Enterprise
USP**	Payroll for United States	FSE*	United States-based Employees only
LRN	Learning	FSE*	Full Enterprise
MCNF	Media Cloud - No Fee	FSE*	Full Enterprise
REC	Recruiting	FSE*	Full Enterprise
GM	Grants Management	FSE*	Full Enterprise
PRJT	Projects	FSE*	Full Enterprise
PRO	Procurement	FSE*	Full Enterprise
MSG	Messaging	Messages	Up to 100,000 outbound and inbound messages
CCLRN	Cloud Connect for Learning	FSE*	Full Enterprise
HLP	Help	FSE*	Full Enterprise
JRNY	Journeys	FSE*	Full Enterprise
SRCESS	Strategic Sourcing Essentials	Flat Fee	Up to 10 Users
CE	Candidate Engagement	FSE*	Full Enterprise
EMPVCE	Peakon Employee Voice	FSE*	Full Enterprise
EXP	Expenses	FSE*	Full Enterprise
FIN	Core Financials	FSE*	Full Enterprise
TT	Time Tracking	FSE*	Full Enterprise
PRA	Prism Analytics Enterprise	FSE*	Full Enterprise with up to 20 million Published Data Rows at any time for each Tenant

*For Pricing Metric details see the Full-Service Equivalent ("FSE") Count Table below.
**Customer agrees that the number of FSE Workers for all Workday Payroll applications and CCTPP will always be equal to the total number of FSE Workers for HCM minus Contingent Workers.

Full-Service Equivalent ("FSE") Count Table

FSE Population Category	Baseline FSE Count
Full Enterprise	792
United States-based Employees	792

Named Support Contacts Table

Number of Named Support Contacts*	6

**Named Support Contacts are the contacts that may request and receive support services from Workday and must be trained on the Workday product(s) for which they initiate support requests.*

Customer Contact Information

	Billing, In Care of	Customer Support	Subscriptions Contact
Contact Name	Rob Van De Hey	Rob Van De Hey	Rob Van De Hey
Street Address City/Town, State/Region/County, Zip/Post Code, Country	201 N Broadway Escondido California 92025 United States	201 N Broadway Escondido California 92025 United States	201 N Broadway Escondido California 92025 United States
Phone/Fax #	760-839-6213	760-839-6213	760-839-6213
Email (required)	rvandehey@escondido.org	rvandehey@escondido.org	rvandehey@escondido.org

For customers based in the U.S., certain portions of the Service included in this Order Form can be used with optional downloadable software components ("Downloadable Components"). Any applicable tax for Downloadable Components will be separately presented on the invoice based on a valuation attributed to the Downloadable Components. As of the effective date of this Order Form, there is no value attributed to any of the Downloadable Components.

This Order Form is subject to and governed by the MSA. In the event of a conflict, the provisions of this Order Form take precedence over the MSA and its exhibits and attachments. The parties further agree to the terms in the following Additional Terms and Conditions Addendum(s): Planning, Peakon, Learning, Media Cloud, Innovation Services, Strategic Sourcing, located at https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html. Any Service SKU described in this Order Form is a Covered Service under the Workday Universal DPE and Workday Universal Security Exhibit. All remittance advice and invoice inquiries shall be directed to Accounts.Receivable@workday.com.

THE VALIDITY OF THIS ORDER FORM IS CONDITIONED ON WORKDAY RECEIVING A FULLY SIGNED COPY OF THIS ORDER FORM NO LATER THAN NOON PACIFIC TIME ON APRIL 21, 2023 ("Deadline"). Notwithstanding the foregoing, Workday reserves the right to accept an Order Form signed after the Deadline in Workday's sole discretion and will provide confirmation of its acceptance by adding its initials on the Order form after the Deadline if it deems fit.

ADDITIONAL ORDER FORM TERMS ADDENDUM

1. General.

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the MSA. The Total Subscription Fee is based on the maximum indicated in the Subscription Rights Table and any use in excess of such maximum(s) indicated will be subject to the Growth and Expansion section herein. Subscription Rights limits may not be decreased during the Order Term.

2. FSE Metric Calculation and Worker Category Definitions.

The total FSE Count is calculated by categorizing each Worker to one of the Worker Categories below, multiplying the applicable number of Workers by the Applicable Percentage, and then adding the FSE Count for each Worker Category.

FSE Calculation Table:

Worker Category	Total Workers	Applicable Percentage	FSE Count
Full Time Employees	744	100.0%	744
Part-Time Employees	189	25.0%	48
Associates	0	12.5%	0
Former Workers with Access	0	2.5%	0
Total FSE Count:	**933**		**792**

The Service may be used by Customer only for the Worker Categories listed above and as defined below.

“Full-Time Employee” is an employee of Customer regularly scheduled for more than twenty hours per week regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer’s internal standard practices. A Full-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

“Part-Time Employee” is an employee of Customer regularly scheduled for twenty hours per week or less regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer’s internal standard practices. A Part-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

"Associate” is an individual not counted as a Full-Time or Part-Time Employee but in one of the following categories: temporary employees, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors whose Active Records are in the Service.

“Former Worker with Access” is a former worker that continues to have access to the Service through the Employee Self-Service features. Former Workers with Access are only included in the Subscription Rights for the Human Capital Management Service.

Former Workers with Static Records shall be excluded from the FSE calculation but may continue to be maintained in the Service. “**Static Records**” are records in the Service for workers with whom Customer has no further relationship and to whom Customer does not provide self-service access. Static Records include former worker records used solely for historical reference. All other worker records are “**Active Records**”.

3. Additional Metric Definition(s).

Additional Metric Definition Table

	Metric	Definition
MSG	Messages	Text messages sent or received by recipient.
SRCESS Users	User	An individual authorized by Customer associated with a single, unique email address for purposes of accessing the Service.
PRA	Published Data Rows	The total number of data rows capable of being reported upon in Customer's PRA data catalog. Workday will consider any published row that exceeds 1,000 characters as multiple data rows in 1,000-character increments. Published Data Rows are measured separately for each Tenant.
PRACU	Published Data Rows	The total number of additional data rows capable of being reported on in Customer's PRA data catalog. These data rows are in addition to Customer's existing Published Data Row entitlements under Customer's PRA subscription and any other PRACU subscription(s). Workday will consider any published row that exceeds 1,000 characters as multiple data rows in 1,000-character increments. Published Data Rows are measured separately for each Tenant.

4. Growth and Expansion.

A. Annual Reporting Obligation.

Customer will report to subscriptions@workday.com no earlier than 90 days and no later than 60 days ("**Annual Reporting Period**") based on the number of Active FSE Worker Records and Additional Metrics provided below, as applicable, as of 90 days ("**Count Date**") prior to each anniversary of the Order Term start date. Customer agrees to pay fees for any excess Subscription Rights at the Expansion Rates described below to cover the period from the anniversary of the Order Term start date immediately following the Annual Reporting Period through the subsequent anniversary date (each a "**Reporting Cycle**"). Customer understands that an order form will be required to document any annual fees due pursuant to this section in its entirety. Such order form must be executed no later than 30 days prior to each anniversary of the Order Term start date until the Renewal (as defined below), at which time the Annual Reporting Obligation will be incorporated into the Renewal Term.

a. FSE Metric Reporting.

Reporting for Active FSE Worker Records is based on the additional FSE Workers which are defined as any Active FSE Worker records exceeding the Baseline FSE Count.

FSE Expansion Table

SKU	Annual FSE Expansion Rate
All Service SKU(s) with the FSE Pricing Metric in the Subscription Rights Table unless stated otherwise within this table	748.13
USP	68.97
CCB	27.59

b. Additional Metric Reporting.

Reporting for the following SKU(s) is based on the total cumulative number set forth in the Subscription Rights Table. For avoidance of doubt, if the first year is a partial year, reporting is based on Customer's full annual entitlement outlined in the Subscription Rights Table.

Additional Metric Expansion Table:

SKU	Additional Metric Increase	Annual Expansion Rate for Additional Metric Increase
MSG	Each increment of 50,000 Additional Text Messages	4,000

c. Additional Metric Reporting for Published Data Rows/User/Seat.
Reporting for the following SKU(s) is based on the highest daily number of Published Data Rows, Users or Seats, as applicable, for the 12-month period preceding the Count Date. For avoidance of doubt, Customer understands the reporting for Year 1 is based on the 9-months preceding the Annual Reporting Period.

Additional Metric Expansion Table for Published Data Rows/User/Seat:

SKU	Additional Metric Increase	Annual Expansion Rate for Additional Metric Increase
SRCUSR	Strategic Sourcing User (Additional)	5,000
PRACU	Each increment of 10M Additional Published Data Rows	20,000

B. Growth Event Reporting Obligation.
In addition to the Annual Reporting Obligation, if Customer exceeds any Subscription Rights by 5% or more ("Growth Event") as a result of any one-time addition of Workers (e.g., M&A), Customer must report the excess Subscription Rights to subscriptions@workday.com within 30 days of the Growth Event. Customer agrees to pay fees from the start date of the Growth Event through the subsequent anniversary date which will be documented under a separate order form.

5. Renewal.
Customer may renew its subscription for the Service by notifying Workday prior to the end of the Order Term and Workday will generate a new Order Form for a single three-year renewal term ("**Renewal Term**") at the below pricing:

Renewal Table

Renewal Term Years	Annual Renewal Subscription Fees
1st year of Renewal Term	Base Subscription Fee x (1+ (5% Innovation Index + Renewal Term CPI))
2nd year of Renewal Term	Previous Year Subscription Fee x (1+ (5% Innovation Index + Renewal Term CPI))
3rd year of Renewal Term	Previous Year Subscription Fee x (1+ (5% Innovation Index + Renewal Term CPI))

The "**Base Subscription Fee**" means the Subscription Fee for the final Subscription Period listed in the Subscription Fees Table. If the final Period is a partial year, Base Subscription Fee is the annualized value of the final Annual Period Subscription Fee. The Expansion Rates for the Renewal Term shall be increased by the same percentage as the Annual Renewal Subscription Fees per year in the Renewal Table. Fees for the Renewal Term are due by the first day of each corresponding year of the Renewal Term. Individual payments shall match the Annual Renewal Subscription Fee as defined in the Renewal Table above. If Customer wishes to procure any additional SKUs or Subscription Rights for a Renewal Term that are not included in the Base Subscription Fee, fees for those items will be in addition to the fees anticipated under this section.

6. Additional Definitions (as applicable).
"**CPI**" means the consumer price index established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average).
"Renewal Term CPI" means CPI established for the calendar year prior to the most recent February 1 preceding the Renewal Term, if a positive number.
"**Innovation Index**" means the fixed annual rate of increase in Subscription Fees based on improved Service functionality and performance that is a result of Workday's efforts and investment in product development and infrastructure.

7. Additional Scope of Use Terms.
Prism Analytics. Customer may import and utilize third party data (including any data services that Workday may make available to Customer) with PRA but only to the extent Customer has independently obtained all necessary rights and licenses to do so and Customer's use of such data is in compliance with such data provider's terms of use and applicable Laws. PRA is not provided in a PCI compliant environment so it may not be

used for PCI data. Customer may monitor its own usage in PRA and manage Published Data Rows by unpublishing, filtering and republishing, or deleting data, in order to keep its usage of PRA below the Published Data Rows limits set forth above, or Customer may purchase additional Published Data Rows entitlements (set forth in the "**Growth and Expansion**" section above). Workday reserves the right to monitor the number of Published Data Rows by Tenant used by Customer. Customer understands that if at any time Customer exceeds the Data Limit then Customer may experience reduced performance of the Tenant. "**Data Limit**" for each Tenant is the sum of the Published Data Row entitlement as set forth in the "**Subscription Rights Table**" above for a particular Tenant and any additional current Published Data Row entitlements purchased by Customer.

8. Option to Acquire Additional Service SKUs

At any time within twenty-four (24) months of this Order Effective Date (the "**Option Expiration Date**"), Customer may acquire a subscription for the specific SKU(s) as set forth below. Any standard applicable terms for the SKU(s) acquired will apply. If Customer elects to exercise its option under this section, Customer must provide Workday with written notice by the Option Expiration Date. Workday will provide a separate Order Form, with an order term start date on or before the Option Expiration Date, which will be coterminous with this Order Form and will be used to formally document the subscription.

SKU	Service	Pricing Metric	Subscription Rights	Annual Subscription Fee
XTND	Extend	Data Usage	Up to 15GB per year	30,674
SC	Scheduling	FSE	Full Enterprise	15,688

Customer understands that the Baseline FSE Worker Count stated for the Subscription Rights are subject to increase in accordance with the Growth and Expansion section herein. Customer agrees that the number of FSE Workers for Payroll for all Workday Payroll applications and Cloud Connect for Third Party Payroll will always be equal to the total number of FSE Workers for HCM minus Contingent Workers.*

WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM

Customer may only use the Service SKUs subscribed to as indicated in the body of this Order Form.

Service	**Description**
Financial Planning	Financial Planning provides the ability for Customer to create financial planning models for the purpose of supporting the financial planning process. Workers may interact with the financial planning model for the purposes of data entry, forecasting, reporting, and analysis.
People Analytics	People Analytics is a pre-configured analytic application that uses augmented analytics to provide insights into a variety of workforce trends based on data in Workday. People Analytics has a standard data model and works on a defined set of Workday data sources. This SKU requires customers to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service.
Talent Optimization	Talent Optimization includes talent and performance functionality (goals, development plans, employee performance reviews, talent and performance calibration, feedback, check-ins, succession, mentors and connections, competency management, talent pools, and talent matrix reports). Talent Optimization also includes features (if and when available) that enable organizations to optimize their workforce and workers to optimize their careers. It supports talent mobility by connecting an organization's workforce with internal opportunities matched to their skills, experience, and interests. It also guides workers and enables them to explore potential opportunities. This SKU requires customers to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service.
Core Human Capital Management	Workday Core HCM supports an organization in organizing, staffing, paying, and developing its global workforce. Workday Core HCM includes global human resources management (workforce lifecycle management, organization management, worker profile, compensation, business asset tracking, absence, and employee benefits administration). Workday Core HCM includes connectors that facilitate integration to select Workday partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory).
Cloud Connect for Benefits	Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D insurance, and COBRA administrators.
Payroll for United States	Workday Payroll for US supports the creation and management of Payroll for U.S. employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, involuntary withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Configure and calculate payroll commitments. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.
Learning	Workday Learning supports an organization in training and developing its workforce. This includes the ability to manage, organize and deliver learning content using Media Cloud, and to leverage Workday HCM data to create targeted learning campaigns. A variety of learning content is supported - including but not limited to video, packaged third-party content, and user-generated content. Workday Learning also offers the ability to manage certifications and instructor-led course enrollments, and to gather feedback and analytics relating to the learning experience.
Media Cloud - No Fee	Workday Media Cloud is a media content management system that

	consists of Workday's storage, encoding, caching, playback, streaming, and related service components as provided by Workday for customers of the Workday Service. A variety of learning content is supported by Media Cloud, including but not limited to video, packaged third-party content, and user-generated content.
Recruiting	Workday Recruiting supports an organization in its talent acquisition process. It is designed to help hiring managers and recruiters identify, hire and onboard the right talent for their business. Workday Recruiting supports the hiring process, including pipeline management, requisition management, job posting distribution, interview management, offer management, as well as supports local data compliance and pre-employment activities. Workday Recruiting also offers hiring teams tools to proactively source, nurture and track internal and external prospective candidates throughout the recruiting process.
Grants Management	Workday Grants Management enables organizations to administer and report on awards from the federal government, foundations, or other funding institutions. Workday Grants Management includes functionality to track and manage sponsors, awards, grants, and grant hierarchies. It also includes capabilities to calculate facilities and administration costs, and to bill and report to sponsors.
Projects	Projects enables organizations to create and manage projects, initiatives, and other types of work. This includes the ability to build project plans and utilize project breakdown structures that include phases, tasks, and milestones as well as plan, staff, and track projects, capital projects, initiatives, and work efforts.
Procurement	Workday Procurement includes procure to pay functionality to address spend for goods, contingent workers, and deliverable services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Track and analyze time, activity, and spend. Create receipt accruals for approved, but not yet invoiced receipts. Workday Procurement includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.
Messaging	Messaging enables Customers to connect with their end users via text messaging communications, and provides a platform to manage messaging preferences, including opt-in/opt-out preferences. This SKU requires Customers to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service.
Cloud Connect for Learning	Cloud Connect for Learning extends Workday Learning by providing integrations to third party content providers. This includes the ability to search third party learning course information, access learning courses, and, if and when available, track and retain records. This SKU requires an active subscription to Workday Learning. It also requires customers to maintain an active subscription to Innovation Services and opt in to the corresponding Innovation Service.
Help	Help includes a knowledge base with features to create, maintain and manage organizational content, and a case management system with features to create, route and resolve human resources cases. This SKU requires customer to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service.
Journeys	Journeys enables customers to surface content from inside and outside of Workday for employee milestone events (journey paths) and every day work activities (cards). This SKU requires customers to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service.
Strategic Sourcing Essentials	Workday Strategic Sourcing supports organizations in sourcing goods and services from suppliers. Workday Sourcing Essentials Package includes

	Sourcing Pipeline Platform, Sourcing SSO Integration, Sourcing API Connection Support, Sourcing RFx Engine, Sourcing eAuctions Platform, and Sourcing Dynamic Negotiations & Analytics (DNA). Supports unlimited stakeholders and suppliers. It also includes Workday Strategic Sourcing Customer Success Package.
Candidate Engagement	Candidate Engagement enables recruiters to connect with and engage prospects and candidates through personalized experiences with campaigns and landing pages. This SKU requires customers to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Services.
Peakon Employee Voice	Workday Peakon Employee Voice provides organizations with the data required to surface granular insights around employee engagement, sentiment and inclusion, capturing real-time feedback across the organization. Workday Peakon Employee Voice delivers timely and relevant questions to your workforce and delivers data insights across the entire employee lifecycle, coupled with contextual guidance, targeted learning and development opportunities, action plans and reports, and prescriptive action tracking features. Workday Peakon Employee Voice provides standard question sets aligned to topics such as employee engagement, diversity & inclusion, health & wellbeing, manager and employee sentiment, as well as the ability to create custom questions. Global and industry benchmarks, aggregated from the results of standard questions sets, provide companies the ability to compare to similar organizations.
Expenses	Workday Expenses supports employee expense processing. Workday Expenses includes self-service and administrative functions to support employee expense reporting and reimbursement, including expense reports, global expense rules, approvals, reimbursement, credit card integration and spend analytics. Workday Expenses also includes connectors that facilitate integration to partners that provide capabilities, including corporate card transactions and support for 'punchout' to suppliers.
Core Financials	Core Financials provides traditional financial management and accounting functionality, including financial management, accounting and reporting, financial consolidation, supplier accounts, customer accounts, business assets, cash management, budgets, contracts, billing and revenue recognition. Core Financials includes connectors that facilitate integration to select Workday partners that provide capabilities, including customer relationship management, electronic payments and customer payments via credit card.
Time Tracking	Workday Time Tracking supports an organization in collecting, processing, and distributing time data for its global workforce. Workday Time Tracking module includes the following capabilities: basic time scheduling, time entry (hourly, time in/time out), approvals, configurable time calculation rules, and reporting.
Prism Analytics Enterprise	Workday Prism Analytics is an analytics application that provides Workday customers the ability to blend and analyze Workday data and non-Workday data from multiple sources. Workday Prism Analytics includes a data repository for storage and management of data, data preparation tools for transformation and blending of data from various sources, and tools to explore and analyze the data.

WORKDAY PEAKON EMPLOYEE VOICE TERMS AND CONDITIONS ADDENDUM

These Workday Peakon Employee Voice Terms and Conditions ("**Peakon Terms**") supplement and amend the MSA only for the Peakon Employee Voice SKU(s) listed on an Order Form ("**Peakon**") and do not amend the terms of the MSA for other SKUs purchased by Customer under an Order Form. Unless otherwise defined, capitalized terms used in these Peakon Terms have the same meaning as set forth in the MSA.

1) **Documentation.** Workday makes the Documentation for Peakon available in the user documentation that relates to the online platform accessible via peakon.com, currently located at https://support.peakon.com/hc/en-us.

2) **Peakon Instances.** Peakon uses Peakon Instances rather than Customer's Tenant. A "**Peakon Instance**" is a unique instance of the Service with a separate set of Peakon Data held in a logically separated database (i.e. a database segregated through password-controlled access). Workday is not required to escrow any source code used in Peakon.

3) **Peakon Data.** Peakon uses Peakon Data rather than Customer Data (or such equivalent term in the MSA). "**Peakon Data**" is the electronic data or information submitted to Customer's Peakon Instance by Customer or Authorized Parties. Customer shall have sole responsibility for the accuracy, quality, and legality of Peakon Data. For the avoidance of doubt, any confidentiality, security breach, limitation of liability, indemnification, data retrieval and data deletion terms in the MSA applicable to Customer Data apply to Peakon Data.

4) **Peakon Results.** Workday shall not use Peakon Data except to (i) provide and improve Peakon, (ii) generate Results, (iii) prevent or address technical problems, and (iv) verify service Improvements, each in accordance with these Peakon Terms, the Documentation, and applicable law. "**Results**" means any and all analytics, trends, analyses, processes, aggregations, reports, and results generated from Peakon Data. Subject to these Peakon Terms, Workday grants Customer a non-exclusive, non-transferable license to access and use Peakon, including Results. Subject to these Peakon Terms, Customer grants Workday a worldwide, royalty-free, fully-paid up license with the right of sublicense to any Subprocessor (as defined in the UDPE) to use, reproduce, display, translate, adapt (including to modify and make derivative works), distribute, import and format Peakon Data for the purposes in this paragraph. As between the parties, Customer owns all Peakon Data and elements of Results that have not been de-identified, and Workday owns de-identified Results, which are Results that have undergone processing by Workday such that they can no longer be used to identify, directly or indirectly, Customer or any natural person using means reasonably likely to be used by Workday, Customer or any other person.

5) **Universal Security Exhibit & Universal Data Processing Exhibit.** Except as set forth herein, the Universal Security Exhibit ("**USE**") and Universal Data Processing Exhibit ("**UDPE**") currently located at https://www.workday.com/en-us/legal/contract-terms-and-conditions/ shall govern Peakon. For purposes of the UDPE, **"Subprocessor List"** means the list, currently located at https://www.workday.com/en-us/legal/subprocessors.html, identifying the Subprocessors that are authorized to Process Personal Data for Peakon.

6) **Audit Report.** The audit report applicable to Peakon is the current Service Organization Controls 2 Type II audit report for Peakon or a successor third-party audit report ("**Peakon SOC2**"). For Peakon, Workday maintains a security program that conforms to the USE and is further described in the Peakon SOC2, and Workday will not materially diminish the protections provided by the controls set forth in the USE and the Peakon SOC2. Peakon is not covered under any other Workday audit reports or ISO certifications.

7) **Support.** The Workday SLA applies to Peakon in all respects except (i) Peakon's Recovery Time Objective is 72 hours, (ii) Peakon's Recovery Point Objective is 12 hours, and (iii) Workday will make end of life announcements through a Workday Customer portal before the end of life of any Peakon API.

8) **SMS.** Customer has sole discretion to opt into the Peakon short message service ("**Peakon Messaging**"). If Customer opts into Peakon Messaging, Customer agrees (a) that it is solely responsible for obtaining and verifying end user consent, as applicable, for such services in accordance with these Peakon Terms and applicable Law, (b) to comply with and ensure its Affiliates and all of their Authorized Parties comply with Workday's Acceptable Use Policy, currently located at https://community.workday.com/aup ("**AUP**"), and in the event of an AUP violation Workday may suspend access to Peakon Messaging, (c) to indemnify and hold harmless Workday, its service providers and subcontractors, and its and their Affiliates, from any losses arising out of or relating to any third-party claim concerning use of Peakon Messaging or Customer or end user violations of the AUP, (d) that any third-party subprocessor used to deliver Peakon messaging ("**SMS Provider**") is, by necessity, a separate data controller of individual data subjects' telephone numbers as required for purposes of providing and optimizing functionality and security, investigating improper use, and complying with applicable Law, audit, regulatory and compliance frameworks, and (e) once Peakon Data is delivered from each applicable SMS Provider to telecommunications providers the data is no longer Peakon Data or a part of Peakon.

9) **Protected Health Information.** Customer shall not upload Peakon Data that contains Protected Health Information as defined in the Health Insurance Portability and Accountability Act or other health information regulated under Data Protection Laws.

WORKDAY LEARNING ADDITIONAL TERMS AND CONDITIONS ADDENDUM

1. Permitted Scope of Use

Customer may use Workday Learning only for the internal business purposes of Customer and its Affiliates for training and developing its internal workforce limited to its Employees or Workers having an Active Record in the HCM Service and that are included in the number of FSE Workers in a current Order Form. Learning includes unlimited storage for Media Cloud Content (defined in the Media Cloud Terms Addendum) for Customer's learning programs and unlimited bandwidth. All use of Media Cloud, both with Learning and with any other Service applications, is subject to the terms and conditions set forth in the Media Cloud Terms Addendum.

2. Course Content

Workday Learning provides Customer with the opportunity to build and promote to its workforce customized learning programs, lessons, and campaigns created through use of the Workday Learning Service ("Courses"). Courses may include links to or otherwise incorporate Media Cloud Content. Customer is solely responsible for all content of Courses it creates in Workday Learning, including any related Media Cloud Content ("Course Content"). Customer must obtain and maintain all necessary rights, consents, permissions and licenses to transfer, convert, input or upload Course Content into Workday Learning and to publish, broadcast, and otherwise make any such Course Content available to its users. Customer is responsible for obtaining all applicable licenses and authorizations for streaming or displaying Course Content to its users in any and all locations from which Customer's users access the Workday Service. To the extent Customer is not the sole owner of any Course Content, Customer is solely responsible for complying with the content owner's applicable terms of use and all Laws applicable to use of such Course Content, both from where Course Content is accessed and where Course Content is displayed. Customer agrees to indemnify and hold harmless Workday, its service providers and subcontractors, and its and their Affiliates, from any losses arising out of or relating to any third-party claim concerning Course Content or Customers' violation of the applicable Acceptable Use Policies (defined in the Media Cloud Terms Addendum). Customer grants Workday, its service providers and subcontractors, and its and their Affiliates, all right and licenses to access, publish and use Course Content for the purposes of providing the Learning Service and/or to comply with the Laws or requests of a governmental or regulatory body.

WORKDAY MEDIA CLOUD ADDITIONAL TERMS AND CONDITIONS ADDENDUM

These Workday Media Cloud Additional Terms and Conditions (the "**Media Cloud Terms**"), which are subject to and governed by the MSA except as otherwise set forth herein, apply exclusively to Media Cloud and Media Cloud Content. Capitalized terms, unless otherwise defined, have the same meaning as in the primary Service subscription agreement between Workday and Customer (the "**MSA**").

1. Provision of Media Cloud. "**Media Cloud**" consists of Workday's storage, encoding, caching, playback, streaming, and related service components for Media Cloud Content as provided by Workday for customers of the Service. Media Cloud components are hosted or delivered by third party service providers as described on Workday's Subprocessor List at https://www.workday.com/en-us/legal/subprocessors.html (collectively, "**Media Cloud Subprocessors**"). Workday may change its Media Cloud Subprocessors or move portions of Media Cloud into a Workday hosted co-location data center. Workday shall provide prior notice of a change to any Media Cloud Subprocessor through its standard customer communication methods (i.e. Workday's Subprocessor List, Community posts, etc.). Workday is not required to escrow third-party source code that is used in providing Media Cloud.

2. Media Cloud Content. Media Cloud Content is Confidential Information subject to the MSA. "**Media Cloud Content**" means:
(1) all video, audio, live stream and packaged e-learning content (such as SCORM, AICC, xAPI, CMI-5 or other formats) (referred to herein as "Packaged Media Content") either (A) uploaded by or for Customer to Media Cloud through any Service application including Workday Drive, (B) recorded or created by or for Customer within a Service application using any Media Cloud features, or (C) auto-generated by Media Cloud in connection with items (1)(A) or (1)(B);
(2) any images, thumbnails, closed-captions, text transcripts, presentation slides, tracking data, annotations, questions, responses, and other metadata related to any Media Cloud Content listed in Section 2, item (1); and
(3) all content retrieved by Media Cloud from a third-party API that is either publicly available or for which Customer has obtained and provided valid credentials to the Service to import such content into Media Cloud.

3. Player for Packaged Media Content. Workday Media Cloud offers an optional "**Player for Packaged Media Content**". The Player for Packaged Media Content is not part of the Service and is not covered under Workday's existing audit reports, security exhibits, data processing terms, or the Workday Customer Audit Program. Workday shall provide support for the Player for Packaged Media Content consistent with Workday's standard support policy. Customer is licensed to use the Player for Packaged Media Content solely in support of Customer's use of the Learning Service.

4. Customer Rights and Obligations. Customer shall use Media Cloud only in connection with authorized use of the Service for the benefit of Customer, its Affiliates, and its Authorized Parties covered under a current subscription agreement. Customer shall use Media Cloud only in accordance with these Media Cloud Terms. Customer shall: (1) maintain all licenses, consents, rights, permits, and authorizations necessary for transferring, uploading, publishing, broadcasting, streaming and displaying Media Cloud Content in all locations from which Customer's or its Affiliate's users access the Service and for the public use of external sites as referenced above; (2) to the extent Customer is not the sole owner of any Media Cloud Content, comply with the content owner's applicable terms of use; (3) comply with, and ensure its Affiliates, Authorized Parties, and all of their users comply with, the Media Cloud AUPs; (4) comply with, and ensure its Affiliates, Authorized Parties, and all of their users comply with, all Laws applicable to use of Media Cloud Content, both from where Media Cloud Content is accessed and where Media Cloud Content is displayed; and (5) be responsible for the transfer of personal data or other sensitive data to Media Cloud. Customer acknowledges that Media Cloud is not intended for storage or transmission of sensitive personal data or credit card data. Customer shall not upload or transmit Protected Health Information as defined in 45 C.F.R. §160.103 ("**PHI**") in or to Media Cloud, and Customer shall indemnify and hold Workday, its service providers and subcontractors, and its and their Affiliates, harmless from any losses arising out of or relating to any third-party claim concerning Media Cloud Content or violation of the Media Cloud AUPs by Customer, its Affiliates, Authorized Parties, or its users. Customer acknowledges that content provided

by Workday and third parties, as well as content catalog listing information, is not part of the Service, and Customer shall use such content in accordance with the content provider's terms of use and privacy policies.

5. Media Cloud AUPs. "**Media Cloud AUPs**" means Workday's Learning and Media Cloud AUP, which also incorporates by reference Acceptable Use Policies of each applicable Media Cloud Subprocessor. The current version of the Media Cloud AUPs can be found at https://community.workday.com/aup-learning and is subject to change at the discretion of Workday and each applicable Media Cloud Subprocessor at any time. Workday may suspend Customer's access to Media Cloud at any time if Workday or a Media Cloud Subprocessor reasonably believes Customer has violated, or intends to violate, the Media Cloud AUPs or these Media Cloud Terms. To the extent practicable, Workday will only suspend Customer's right to access or use the instances, data (including Media Cloud Content), or portions of Media Cloud that caused the suspension. Any such suspension will not be deemed a breach of the MSA by Workday. Customer shall cooperate with Workday and its Media Cloud Subprocessors in the investigation of any actual or alleged violation of the Media Cloud AUPs.

6. Ownership and Reservation of Rights. As between Workday and Customer, Customer retains all ownership in the Media Cloud Content uploaded to Media Cloud by any Authorized Party of Customer. Notwithstanding the foregoing, Workday or its suppliers retain all ownership in Media Cloud Content that it makes available for Customer use. Workday is granted the rights specified in these Media Cloud Terms and all other rights remain vested in Customer. Workday and its suppliers retain all ownership in all components of Media Cloud. Customer is granted the rights specified in these Media Cloud Terms and all other rights remain vested in Workday.

7. Security. Workday shall comply with the Workday Universal Security Exhibit at https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html to protect Media Cloud Content against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access. Media Cloud leverages a third-party Content Delivery Network to deliver Media Cloud Content to Customer end users. Packaged Media Content and other Media Cloud Content will not be considered Customer Data (or equivalent term in the MSA).

8. Data Processing Terms. All Personal Data (as defined in the Workday Universal DPE) will be processed in accordance with the Workday Universal Data Processing Exhibit at https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html (the "**Workday Universal DPE**").

9. Support. Customer acknowledges that (1) Workday may provide support for Media Cloud from Canada and other Workday support locations, including access to Customer's Media Cloud Content in connection with such support and (2) to the extent Customer elects to use any third party tool or website to diagnose and troubleshoot any issues with Customer's Media Cloud Content or use of Media Cloud, even if recommended by Workday, Customer will be solely responsible and shall indemnify Workday its service providers and subcontractors, and their Affiliates, against all losses arising out of or relating to Customer's use of any such third party tool or website.

10. Media Cloud Term and Termination. Notwithstanding anything to the contrary in the MSA or the Order Form to which this Addendum is attached, unless earlier terminated as provided herein, these Media Cloud Terms shall commence on the Order Effective Date and continue through the end of the term of the MSA. Unless Customer has a subscription to use the Learning Service, then Customer may terminate these Media Cloud Terms by providing formal written notice in accordance with the notice requirements in the MSA. As of the effective date of termination of these Media Cloud Terms: (1) Customer shall immediately cease accessing and otherwise utilizing Media Cloud; (2) Customer will no longer provide any Media Cloud Content; and (3) Workday will delete all of Customer's Media Cloud Content in a timely manner. Except for Customer's right to use Media Cloud, the provisions herein will survive any termination or expiration of these Media Cloud Terms. Customer acknowledges that Media Cloud Terms must be in place for Customer to use certain features of other Service applications, such as Learning.

WORKDAY ADAPTIVE PLANNING ADDITIONAL TERMS AND CONDITIONS ADDENDUM

These Additional Terms and Conditions ("**Planning Terms**") supplement and amend the MSA only for the Workday Adaptive Planning SKU(s) listed on this Order Form ("**PLNSKU**") and do not amend the terms of the MSA for other SKUs purchased by Customer under an Order Form. Unless otherwise defined, capitalized terms used in these Planning Terms have the same meaning as set forth in the MSA.

1. **Documentation.** The Documentation for PLNSKU (https://adaptiveplanning.doc.workday.com) applies in lieu of any other Workday Documentation.

2. **Support.** Support for PLNSKU is provided as set forth in the SLA for Planning (currently located at https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html). Unless otherwise stated in the Workday Service SKU Descriptions Addendum included in this Order Form, 24x7 Support (formerly "Premier Support") will apply. The Workday SLA does not apply to PLNSKU.

3. **Planning Instances and Administrators.**
   (a) PLNSKU uses Planning Instances for Customer Data rather than Customer's Tenant. A **"Planning Instance"** is a unique instance of the Service with a separate set of Customer Data held in a logically separated database (i.e. a database segregated through password-controlled access) that Customer may link to other Planning Instances. Following Customer retrieval of data, Workday shall, unless legally prohibited, delete all Customer Data by deleting Customer's Planning Instance consistent with the Tenant deletion terms in the MSA.

   (b) PLNSKU uses Administrators. **"Administrators"** mean those Authorized Party users who are designated by Customer to have administrative rights to Customer's account for the Service, whereby such users will be responsible for administering and controlling access to and use of the Service by other Authorized Parties.

4. **Universal Security Exhibit & Universal Data Processing Exhibit.** Except as set forth herein, the Universal Security Exhibit and Universal Data Processing Exhibit (currently located at https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html) shall govern PLNSKU. PLNSKU is a Covered Service under the Universal Security Exhibit and Universal Data Processing Exhibit.

5. **Subprocessor List**. **"Subprocessor List"** means the list (currently located at https://www.workday.com/en-us/legal/subprocessors.html) identifying the Subprocessors that are authorized to Process Personal Data for PLNSKU.

6. **Audit Report.** The audit report applicable to PLNSKU is the current Service Organization Controls 2 Type II audit report for Workday Adaptive Planning or successor third-party audit report (**"Planning SOC2"**). For PLNSKU, Workday maintains a security program that conforms to the Security Exhibit and is further described in the Planning SOC2. All background checks will be conducted pursuant to the Planning SOC2. PLNSKU has separate ISO 27001, ISO 27018, and ISO 27701 certifications that apply in lieu of Workday ISO certifications.

7. **Protected Information.**
   (a) Customer acknowledges that PLNSKU is designed with security and access management for processing non-Protected Information, and Customer agrees that neither Customer (nor its Affiliates or Authorized Parties) shall include Protected Information in its Customer Data.

   (b) **"Protected Information"** means, to the extent any of the following relates to an identified or identifiable natural person, (i) Protected Health Information as defined in the U.S. Health Insurance Portability and Accountability Act or other health information regulated under Data Protection Laws applicable to

Customer; (ii) Cardholder Data, as described in the Payment Card Industry data security standards; or (iii) special categories of personal data regulated under Article 9 of the General Data Protection Regulation.

WORKDAY INNOVATION SERVICES TERMS AND CONDITIONS ADDENDUM

These Workday Innovation Services Terms and Conditions (these "**IS Terms**") are subject to and governed by the MSA and, except as otherwise set forth herein, apply to all Innovation Services (each, an "**Innovation Service**" and, collectively, "**Innovation Services**") offered by Workday. Unless otherwise defined herein, capitalized terms used in these IS Terms have the same meaning as set forth in the MSA. The parties agree that these IS Terms apply exclusively to the use of Innovation Services and IS Data (each as defined below) and do not amend the terms of the MSA. Notwithstanding anything to the contrary in the MSA and solely with respect to the Innovation Services provided hereunder, in the event of a conflict, the provisions of these IS Terms shall take precedence over provisions of the body of the MSA and over any other exhibit or attachment.

1. **For Purposes of these IS Terms:**

"**Customer Results**" means any and all analytics, trends, analyses, processes, aggregations, reports and results generated from IS Data; provided that Workday Results shall never be classified as Customer Results;

"**Workday Results**" means any and all analytics, trends, analyses, processes, aggregations, reports and results generated from IS Data that has undergone processing by Workday such that it can no longer be used to identify, directly or indirectly Customer or any natural person using means reasonably likely to be used by Workday, Customer or any other person; and

"**Results**" means, collectively, Customer Results and Workday Results.

2. **Innovation Services.** Subject to these IS Terms and the applicable service description posted on Workday's Community site (each, a "**Service Description**"), Customer may access and use Innovation Services to enhance and optimize Customer's experience with the Service (or such equivalent term in the MSA). Customer determines which Innovation Service(s) to participate in by actively enabling such Innovation Service(s) inside its Tenant ("**IS Enablement**"). Unless otherwise indicated in a Service Description or agreed in an Order Form, all Innovation Services are part of the Service, will be delivered with no additional fees to the Customer, and will be provided in English only. For clarity, these IS Terms apply to all Innovation Services, including but not limited to (a) those purchased under an order form and (b) those delivered with no additional fees and enabled in Customer's Tenant.

3. **Innovation Services Data.** In these IS Terms, the data that Customer provides to Innovation Services is referred to as "**IS Data**". An explanation of what IS Data must be contributed in order to utilize a specific Innovation Service is included in the applicable Service Description. IS Data is not considered Customer Data (or such equivalent term in the MSA) but will be protected as Confidential Information under the MSA and protected as described in these IS Terms, the Workday Universal Security Exhibit, and the Workday Universal DPE. IS Data will be used by Workday only in accordance with the applicable Service Description, these IS Terms, and the MSA. Customer has no obligation to contribute IS Data but Customer's right to participate in any specific Innovation Service(s) and receive Results (as defined above) is conditioned on Customer contributing IS Data. Customer can stop contributing IS Data at any time through the IS Enablement process (by disabling a specific Innovation Service).

4. **Workday Obligations.** Workday shall not use IS Data except to (i) provide and improve Innovation Services, (ii) generate Results, (iii) prevent or address service or technical problems, and (iv) verify Service Improvements, each in accordance with these IS Terms and the Documentation (as defined in the MSA), or in accordance with Customer's instructions.

5. **Customer Obligations.** Customer is responsible for obtaining and verifying it has all authorizations, consents, and rights necessary to utilize Innovation Services and contribute IS Data in accordance with these IS Terms, each Service Description and applicable Law. Customer shall not contribute IS Data that contains Protected Health Information as defined in 45 C.F.R. §160.103 ("**PHI**") if such contribution is prohibited under the applicable Service Description.

6. **Proprietary Rights and Licenses.**

   6.1. Subject to these IS Terms, Workday grants Customer a non-exclusive, non-transferable license to access and use the Innovation Services, including, if applicable, any third-party content Workday makes available to Customer through any Innovation Service ("**IS Content**") and Results, solely for the internal business purposes of Customer and its Affiliates, to the extent included in Customer's current subscription to Service applications.

   6.2. Subject to these IS Terms, Customer grants Workday a worldwide, royalty-free, fully-paid up license with the right of sublicense to any Subprocessor (as defined in the Workday Universal DPE) to use, reproduce, display, translate, adapt (including to modify and make derivative works), distribute, import, and format IS Data for the purposes set forth in the Workday Obligations Section above. As between the parties, Customer owns all IS Data and Customer Results and Workday and its licensors own the Innovation Services, IS Content, and all Workday Results.

7. **Security.** For each Innovation Service, Workday has implemented and will maintain appropriate technical and organizational measures designed to protect IS Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access to, as set forth in the Workday Universal Security Exhibit at https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html (the "**Workday Universal Security Exhibit**") which is incorporated into these IS Terms by this reference. Unless otherwise set forth in a Service Description, Innovation Services are not in scope for Workday's third-party audit reports (i.e., SOC1, SOC2, ISO Certification).

8. **Data Processing Terms.** All Personal Data (as defined in the Workday Universal DPE) will be processed in accordance with the Workday Universal Data Processing Exhibit at https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html (the "**Workday Universal DPE**") which is incorporated into these IS Terms by this reference.

9. **Deletion of IS Data.** At its discretion, Customer may elect to stop contributing IS Data at any time by disabling specific Innovation Service(s) through the IS Enablement process or through Data Selection (as set forth in any applicable Service Description). In the event Customer disables Innovation Service(s) through the IS Enablement process, Workday will delete any such IS Data within thirty (30) days subject to any return or retrieval rights set forth in a Service Description.

10. **Term, Termination, Suspension.** Notwithstanding anything to the contrary in the MSA or the Order Form to which this Addendum is attached, unless earlier terminated as provided herein, these IS Terms shall commence on the Order Effective Date and continue through the end of the term of the MSA, during which Customer will have an active subscription to Innovation Services. Unless otherwise set forth in a Service Description and excluding Innovation Services that are required for a SKU which Customer has purchased, Workday may terminate any Innovation Service for convenience by providing at least thirty (30) days' prior notice which may be provided by a general announcement via Community. Customer may terminate its use of any Innovation Service for convenience at any time by disabling such Innovation Service through IS Enablement or Customer may terminate these IS Terms by providing Workday with formal written notice pursuant to the MSA with a copy by email to legal@workday.com, and such notice will be effective thirty (30) days after Workday's receipt of the notice. Customer understands and agrees that in the event Customer has purchased a SKU which requires Innovation Services capabilities, termination of these IS Terms will not result in a refund of fees paid or nonpayment of fees payable for the applicable SKU. Upon any termination of an Innovation Service, as of the effective date of such termination, Customer may no longer have access to such Innovation Service, and related IS Data and Results. Workday may suspend Customer's access to any Innovation Service at any time in the event Workday reasonably determines such action is necessary to preserve the integrity and/or security of such Innovation Service.

11. **Miscellaneous.** No uncured breach of these IS Terms by either party will give rise to a termination right under the MSA. Workday is not required to escrow third party source code that is used in the Innovation Services.

Workday may modify Service Descriptions from time to time provided that Workday does not materially diminish the applicable security and privacy commitments as set forth in these IS Terms. Workday will provide notice of any change to a Service Description through Community and any change will not go into effect until thirty (30) days after such notice.

Workday Strategic Sourcing Additional Terms and Conditions Addendum

This Workday Strategic Sourcing Additional Terms and Conditions Addendum (this "**Sourcing Addendum**") supplements and amends the MSA only for the Strategic Sourcing SKU(s) listed on this Order Form ("**Sourcing**") and does not amend the terms of the MSA for other SKUs purchased by Customer under an Order Form. Unless otherwise defined, capitalized terms used in this Sourcing Addendum have the same meaning as set forth in the MSA.

1. **Sourcing Data.** The electronic data or information submitted to Customer's Sourcing Instance (as identified by Sourcing SKU) by Customer or Authorized Parties is "**Sourcing Data**". The terms applicable to Customer Data in the MSA will apply to Sourcing Data except to the extent otherwise indicated in this Sourcing Addendum.

2. **Sourcing Instances.** Sourcing uses Sourcing Instances for Sourcing Data rather than Customer's Tenant. A "**Sourcing Instance**" is a unique separate set of Sourcing Data held in a logically separated database (i.e. a database segregated through password-controlled access). Following Customer retrieval of data after termination, Workday shall, unless legally prohibited, delete Sourcing Data consistent with the then-current Sourcing deletion policy.

3. **Universal Security Exhibit & Universal Data Processing Exhibit.** The Universal Security Exhibit and Universal Data Processing Exhibit at https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html ("**USE**" and "**UDPE**", respectively) shall apply to Sourcing. "**Subprocessor List**" means the list accessible through Workday's customer website identifying the Subprocessors that are authorized to Process Personal Data for Sourcing.

4. **Audit Report.** The audit report applicable to Sourcing is the current Service Organization Controls 2 Type II audit report for Workday Strategic Sourcing or successor third-party audit report (**"Sourcing SOC2"**), provided that Workday will not materially diminish the controls set forth in the Sourcing SOC2. For Sourcing, Workday maintains a security program that conforms to the USE and is further described in the Sourcing SOC2 and all background checks will be conducted pursuant to the Sourcing SOC2.

5. **Support.** Support for Sourcing is provided as set forth in the Production Support and Service Level Availability Policy for Strategic Sourcing at https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html. The Workday SLA does not apply to Sourcing. Any data provided for the purposes of support or feedback is not Sourcing Data.

6. **Account Information.** For clarity, information that an end user provides to register for an account such as name, email and password which is not stored in Customer's Sourcing Instance is not Sourcing Data.

7. **Protected Information.** Customer acknowledges that Sourcing is designed with security and access management for processing non-Protected Information, and Customer agrees that neither Customer (nor its Affiliates or Authorized Parties) shall include Protected Information in its Sourcing Data. "**Protected Information**" means, to the extent any of the following relates to an identified or identifiable natural person (i) Protected Health Information as defined in the U.S. Health Insurance Portability and Accountability Act or other health information regulated under Data Protection Laws applicable to Customer; (ii) Cardholder Data, as that term is defined in the Payment Card Industry data security standards; or (iii) special categories of personal data as described in Article 9 of the General Data Protection Regulation.

8. **Additional Definitions.** "**Stakeholder**" means an end user of Sourcing with specific limited access rights that has been invited to use Customer's Sourcing Instance by an Authorized Party. "**Supplier**" means a third-party user of Sourcing in connection with Customer's use of Sourcing hereunder. "**Supplier End Users**" means users who are authorized by a Supplier to use Sourcing. Workday will not be liable to Customer for any act or omission of any Supplier or Supplier End Users, or with regard to a Supplier and Supplier End User's use of the Customer's Sourcing Instance or Sourcing Data, including use, misuse or disclosure of Sourcing Data.

Agreement #398163 - Confidential

ORDER FORM #398163

Customer Name	City of Escondido
Workday Entity Name	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	See MSA executed herewith
Order Effective Date	The later of the dates beneath the parties' signatures on the Signature Document
Currency	USD
Total Training Fees	66,660

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	66,660
	Total Payment Amount	66,660

SKU	Training Offering	Price Per Unit	Quantity	Total Training Fees
TC	Training Credits (prepaid)	660	101	66,660
			Total (TC) Training Fees	66,660

Customer Contact Information	Billing, In Care of
Contact Name	Rob Van De Hey
Street Address City/Town, State/Province/Region Zip/Postal Code Country	201 N Broadway Escondido, California 92025
Phone/Fax #	Phone: 760-839-6213 Fax:
Email (Required)	rvandehey@escondido.org

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Agreement #398163 - Confidential

This Order Form is subject to and governed by the MSA and Addendum A attached hereto. This Order Form will control over the terms of the MSA to the extent they conflict with or are not covered by the MSA. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

The remainder of this page is intentionally left blank.

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ADDENDUM A
ADDITIONAL ORDER FORM TERMS – TRAINING

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the referenced MSA. In the event of a conflict between the terms of this Order Form and the terms of the MSA, the terms of this Order Form shall prevail with respect to the terms hereof.

1. **Training Terms.** The Training Credits purchased under this Order Form may be utilized for any courses identified in Workday's training catalog (the "Training Catalog") as eligible to be purchased with training credits ("TC-eligible Courses") that start on or after the Order Effective Date and end on or before eighteen (18) months from the Order Effective Date. The manner of delivery of TC-Eligible Courses is set forth in the Training Catalog. The number of Training Credits required for an attendee to attend a specific TC-eligible Course are set forth in Workday's current training catalog. Each attendee must be registered to attend each course. If Customer elects to register for any training course(s) without an adequate prepaid Training Credit balance, the Workday list prices set forth in the Training Catalog will apply. Any Customer request for a cancellation of a course enrollment must be submitted as a Training Case via the Customer Center by the Customer Training Coordinator at least seven (7) calendar days prior to the scheduled course start date. Cancellation requests received less than seven (7) calendar days prior to the scheduled course start date will not be honored and the applicable Training Credits will be deducted from Customer's balance.

2. **Training Credit Bulk Purchase Option.** Under this Order Form, Workday's discounted bulk purchase rates will be applied to the cumulative number of Training Credits purchased during a rolling 12-month period provided Customer prepays for all such purchases. Discounted rates will not be applied retroactively for previously purchased Training Credits. If Customer elects to purchase training courses without using Training Credits, such purchases will not count toward the cumulative number of Training Credits purchased for the purpose of bulk purchase rates. The following rates apply to the bulk purchases made within the 12-month period following the Order Effective Date:

Prepaid Training Credits Acquired	Rate Per Training Credit
0-10	USD $ 800
11-25	USD $ 760
26-50	USD $ 735
51-75	USD $ 710
76-100	USD $ 685
101-249	USD $ 660
250+	USD $ 620

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3. **Dedicated Training Terms.** Customer may request to schedule Workday instructor-led training offerings as a dedicated training course provided only to Customer's attendees ("**Dedicated Training**"). Dedicated Training is subject to Workday's availability and approval and the additional terms in this Section. The minimum and maximum number of students for any Dedicated Training is thirteen (13) minimum and twenty (20) maximum. Fees for Dedicated Training will equal the number of attendees multiplied by the applicable per-attendee student price or Training Credit value of the training course as set forth in the Training Catalog. If Customer does not use Training Credits purchased prior to the Dedicated Training start date, Workday will invoice Customer for the training fees following the training. If Customer and Workday expressly agree in writing to deliver the Dedicated Training at Customer's site, in addition to the applicable fees or Training Credits for the Dedicated Training, Customer will reimburse Workday for the reasonable and actual travel and living expenses incurred by the instructor(s) following the Dedicated Training. Any Customer request to cancel a Dedicated Training received less than fourteen (14) full calendar days from the scheduled start of the course is subject to a cancellation fee of 50% of the price of the course for thirteen (13) attendees as well as reimbursement for any non-refundable travel expenses incurred by the instructor(s).

4. **Miscellaneous Training Terms.** Workday training is for use by Customer employees and independent contractors only and for purposes consistent with the MSA. In no event will Customer allow third parties to access or use Workday training or related materials, including, but not limited to, other existing or potential Workday customers or partners. Workday training courses may not be videotaped, recorded, downloaded or duplicated without Workday's prior written consent. Customer will pay for all training courses taken under Customer's account (included courses not timely cancelled). Workday may utilize external systems for learning management, enrollment, course tracking, and to facilitate testing. Customer understands that any such system is not part of the Workday Service, although Workday's confidentiality obligations shall apply.

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ORDER FORM #00398147.0

Customer Name	City of Escondido
Workday Entity Name	Workday Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	See MSA executed herewith
Order Effective Date	The later of the dates of the parties' signatures on the Signature Document
Order Term	April 21, 2023 through April 20, 2031
Currency	USD
Underlying Order Forms	373688
Total Subscription Fee	760,000

Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	95,000
2	Due on First anniversary of the Order Term start date	95,000
3	Due on Second anniversary of the Order Term start date	95,000
4	Due on Third anniversary of the Order Term start date	95,000
5	Due on Fourth anniversary of the Order Term start date	95,000
6	Due on Fifth anniversary of the Order Term start date	95,000
7	Due on Sixth anniversary of the Order Term start date	95,000
8	Due on Seventh anniversary of the Order Term start date	95,000
	Total Payment Amount	**760,000**

For the avoidance of doubt, the Payment Schedule Table will be used for invoicing purposes.

Subscription Rights Table

SKU	Service	Pricing Metric	Annual Subscription Rights
WSP	Workday Success Plan	% of Fee	WSP - Accelerate

1. Workday Success Plans Additional Terms.

Workday Success Plans is described in and subject to the Workday Success Plans Program Terms site (https://www.workday.com/content/dam/web/en-us/documents/legal/workday-success-plans-accelerate-plans-program-terms.pdf) and subject to the terms of the Workday Customer Experience Program Addendum (https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html). In the event of a conflict between the terms of this Order Form and the terms of either of the Workday Success Plans Program Terms or the Workday Customer Experience Program Addendum, the terms of this Order Form shall control. The Pricing Metric in the table above for Workday Success Plans is based on the annual average Subscription Fees during the Order Term. If Customer purchases additional SKU(s) during the Order Term, an additional fee equal to 16.54% of the Subscription Fees of the new SKU(s) will be added for the Workday Success Plan to the new Order Form. The total Workday Success Plan fees assessed in this Order Form, in the amount of 760,000, represent fees associated with the SKU(s) purchased in the Underlying Order Form.

Customer Information	Billing Contact, In Care of	Customer Support
Contact Name	Rob Van De Hey	Rob Van De Hey
Street Address City/Town, State/Region/County, Zip/Post Code, Country	201 N Broadway Escondido, California, 92025, United States	201 N Broadway Escondido, California, 92025, United States
Phone/Fax #	760-839-6213	760-839-6213
Email (required)	rvandehey@escondido.org	rvandehey@escondido.org

THE VALIDITY OF THIS ORDER FORM IS CONDITIONED UPON CUSTOMERS EXECUTION OF ORDER FORM# 373688

At the time of Renewal, Workday Success Plans fees will always be calculated at a rate of 16.54% of all eligible Subscription Fees (or minimum annual fee), the greater of the fees prevails, and is in addition to the Base Subscription Fees in the Underlying Order Form(s).

This Order Form is only valid and binding when executed by both parties and is subject to the additional terms in the above-referenced MSA, the Underlying Order Form(s), or related renewal Order Form in effect, and any Addendums and Exhibits attached hereto. In the event of a conflict, the provisions of this Order Form take precedence over the MSA and its exhibits and attachments. Capitalized terms not defined herein shall have the same meaning as the Underlying Order Forms. An active HCM/FIN subscription is required for use of the Service applications listed herein. Any Service SKU described in this Order Form is a Covered Service under the Workday Universal DPE and Workday Universal Security Exhibit. All remittance advice and invoice inquiries shall be directed to Accounts.Receivable@workday.com.

STAFF REPORT

April 19, 2023
File Number 0120-15

SUBJECT

DECLARATION OF VACANCY – PLANNING COMMISSION

DEPARTMENT

City Clerk's Office

RECOMMENDATION

Request the City Council declare a vacancy on the Planning Commission, per Sec. 2-26 of the Escondido Municipal Code.

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

Presenter: Zack Beck, City Clerk

BACKGROUND

Commissioner Dao Doan has served on the Planning Commission since 2020. Commissioner Doan has not attended a Planning Commission meeting over the last nine months.

Per Sec. 2-26 of the Escondido Municipal Code, "Notwithstanding any other provisions of state law or any other laws of the city, the members of such boards and commissions shall serve at the pleasure of the city council."

Therefore, it is requested that the City Council remove Commissioner Doan and declare a vacancy on the Planning Commission, per Sec. 2-26 of the Escondido Municipal Code. City Staff will then solicit applications to fill the vacancy, which is set to expire on March 31, 2024.

STAFF REPORT

April 19, 2023
File Number 0830-07

SUBJECT

WEST COAST ARBORISTS PROJECT – MASTER PLAN AMENDMENT, PRECISE DEVELOPMENT PLAN AND CONDITIONAL USE PERMIT FOR CONTRACTOR SERVICES OFFICE AND OUTDOOR EQUIPMENT STORAGE - PL22-0512

DEPARTMENT

Development Services Department, Planning Division

STAFF RECOMMENDATION

Request the City Council conduct a public hearing on the development proposal and take action on the recommendations of City staff and the Planning Commission, which recommends that the City Council:

1) Introduce Ordinance No. 2023-08 for Master Plan Amendment and Precise Development Plan, and for the adoption of a Notice of Exemption pursuant to the California Environmental Quality Act Guidelines
2) Adopt Resolution No. 2023-44 approving a Conditional Use Permit

Staff Recommendation: Approval (Development Services Department: Andrew Firestine, Director of Development Services)

Presenter: Jay Paul, Senior Planner

PLANNING COMMISSION RECOMMENDATION

The Planning Commission considered the Project at its March 28, 2023 hearing, and the staff report has been included as Attachment "1". The Planning Commission discussion primarily focused on the requirement to install landscaping along the Highway 78/I-15 transition frontage. No one from the public except for the project applicant spoke at the hearing. After deliberation, the Planning Commission voted 5-0 (Commissioners Barba and Doan absent) to recommend that the City Council approve the Project as conditioned. The Commission also unanimously recommended to eliminate the requirement for the applicant to provide landscape screening along the freeway frontage and the west property boundary.

FISCAL ANALYSIS

The proposed Project is a private development that will require the payment of fees in effect at the time permits are requested, as well as the development of required infrastructure (e.g., street improvements, etc.) to support the project. The City of Escondido ("City") has not yet analyzed the fiscal impact of commercial development on municipal services, but studies conducted by other cities have generally

found that sales taxes generated by commercial development cover the cost to provide municipal services required to serve those developments.

PROJECT DESCRIPTION

West Coast Arborists ("Applicant") submitted an application to utilize the Project site to establish a satellite office and training facility to serve as their North County operation. West Coast Arborists was established in 1972 and provides professional tree maintenance and management services to municipalities and public agencies throughout California and Arizona. The company has ten locations throughout both states. The proposed site and existing building would be modified to support office uses, a training facility and warehouse, and to serve as a staging area for company trucks, trailers and chippers. The existing building would be modified with a new contemporary design to support the office operations, and a new 1,325 square foot training building and 1,045 square foot warehouse. Full-width street improvements across the Montiel Road frontage would be installed, to include curb, gutter, sidewalk and landscaping. Three accessory structures would be demolished. The Montiel Road Planning land-use matrix does not list contractor office/services and fleet storage as a permitted use. Therefore, a modification to the list of permitted and conditional permitted uses is necessary. Contractor Services/Office and fleet and outdoor equipment storage is proposed to be a conditionally allowed use in order to establish appropriate design, screening and operational conditions to address any potential visual and compatibility impacts with adjacent uses. The CUP process also allows for a noticed public hearing to allow for public input. A complete project description can be found in the March 28, 2023 Planning Commission staff report (Attachment "1").

LOCATION

The 1.3-acre project site is located on the south side of Montiel Road, north of State Route 78, west of Interstate 15, address at 1359 Montiel Road (APN 228-290-54-00).

PREVIOUS ACTION

The property is located within the 15-acre Montiel Road Planning Area that was originally designated Planned Commercial (PC) in the mid-1980s that allowed commercial and office uses. The Planned Development has been amended over the years to revise the list of permitted and conditionally permitted uses to include various limited industrial, self-storage facility, motorcycle sales and service, and a religious facility. Three of the parcels have been developed with industrial/commercial/office type uses that include North Coast Church, Escondido Cycle Center and Cube Smart Self-Storage.

ANALYSIS

1. General Plan Conformance:

   The City's General Plan land-use designation for the project site is Planned Commercial (PC, Montiel Road #11). The Guiding Principles for this planning area include limited light industrial and commercial uses. Development is implemented through the Montiel Road Planning Area

Development Plan. The Montiel Road Planning Area development plan allows for a variety of commercial, light industrial, warehouse, service, schools, trades, repair and warehouse type uses. The proposed use of the site for construction type services with fleet storage would be similar to the variety of uses currently permitted/conditionally permitted. Therefore, the proposed Project, with the requested land-use amendment, would be consistent with the General Plan Guiding Principles for the planning area and the Montiel Road Planning Area planned development.

2. Architectural Design:

The Project consists of the modification of the existing 1,288 square foot single-story structure to support office uses along with the construction of a 1,325 square foot addition to provide employee training space and a 1,045 square foot warehouse. The architecture would be updated to provide a more contemporary style similar to other commercial/industrial buildings along Montiel Road. The building would focus the main office entry towards Montiel Road with an enhanced entry/trellis type feature. A similar type feature would be added to the warehouse roll-up doors, which are recessed into the site to provide the main visual focus on the office portion of the building. The building includes a stepped-back architectural design with the taller portion of the building (up to 21 feet in height) located behind the office structure, and includes varied rooflines. The wall planes incorporate vertical score lines and varied colors to help break up the mass and scale of the walls.

3. Landscape Design:

The Montiel Road frontage would be landscaped to accent the building architecture and help soften views along the roadway and from residential properties north of the project site. The existing building also will screen views to the lower section of the site for any storage behind the building. In order to provide appropriate screening of the fleet parking and equipment area located within the eastern portion of the site, a six-foot high decorative open style metal fence would be installed along the street frontage and include a layered planting of taller screening shrubs and trees. The fencing also will provide a security barrier and the two access driveways fronting Montiel Road would be gated. The gates would be recessed into the property approximately 40 feet to reduce the visual impact of security type fencing along the roadway.

The eastern section and rear of the property are located at a significantly lower elevation than the adjacent Interstate 15 northwest bound transition lanes on the east and Highway 78 on the south. The existing landscaped berms/topography along the highway (located within Caltrans right-of-way) screen most views into the site and the areas that would be used primarily for truck and equipment parking. The project, as currently designed, would install a row of trees and shrubs on site along the highway frontages to provided additional screening in conformance with the Montiel Road design requirements. An existing six-foot high chain link fence also is located along the freeway frontage and includes a tan mesh screening material. The Planning Commission felt that while landscaping is important along visible street frontages and Highway 78, the requirement to provide landscaping along the freeway frontage in this instance was not warranted due to the existing lower elevation of

the site relative to the highway travel lanes and existing freeway landscaping. The Commission also felt the landscape requirement would be an unnecessary burden on the developer and that additional landscaping would ineffective. Therefore, the Commission recommended the landscape requirement along the freeway frontage and west property boundary be eliminated. This landscape modification would only apply to this remaining parcel in the Montiel Road Master Plan. The proposed modifications to the Montiel Road Planned Development are detailed in Attachment 3 to this report.

4. Conditional Use Permit

The Montiel Road Planning land-use matrix does not list contractor office/services and fleet storage as a permitted use. In order to establish appropriate conditions for the development and operation of a contractor type operation that includes fleet and outdoor equipment storage, the discretionary Conditional Use Permit process is recommended. The CUP process also allows for public input on any development requests. The Conditions of Approval for the project include requirements for screening of the outdoor storage areas, design of the fencing and gates, and limits outdoor storage to the fleet vehicles, support equipment and potted or boxed plant materials for future planting. Any construction materials (such as fertilizer, pots, soils, etc.) must be stored within a completely enclosure building. Due to the proximity of residential development and views from the freeway, no outdoor storage or processing of green waste materials is allowed to include mulching, shredding or chipping of green waste. The Commission recommended that all lift-type equipment be stored in a down position. The Conditions of Approval have been revised accordingly.

ENVIRONMENTAL REVIEW

The Project qualifies for an exemption under CEQA Guidelines section 15301 (Existing Facilities), section 15303 (New Construction of Small Structures), section 15305 (Minor Alteration in Land-Use Limitations), and section 15332 (Infill Development), which is included as Attachment 2 to this report.

CONCLUSION

The Project is consistent with the General Plan and Montiel Road Planned Development, as proposed to be amended, as well as with the development standards approved under the Planned Development and Project details of request. The project as proposed will not have a significant effect on the environment, as designed and conditioned. The location, size and design of the proposed Project will not be incompatible with, or will adversely affect, or will be materially detrimental to adjacent land uses. The site is suitable for the type and intensity of use or development which is proposed. Both the Planning Commission and staff recommend the City Council the proposed Project.

RESOLUTIONS

A. Resolution No. 2023-44
B. Resolution No. 2023-44 Exhibit “A”

CITY of ESCONDIDO

STAFF REPORT

C. Resolution No. 2023-44 Exhibit "B"
D. Resolution No. 2023-44 Exhibit "C"
E. Resolution No. 2023-44 Exhibit "D"

ORDINANCES

A. Ordinance No. 2023-08
B. Ordinance No. 2023-08 Exhibit "A"
C. Ordinance No. 2023-08 Exhibit "B"
D. Ordinance No. 2023-08 Exhibit "C"
E. Ordinance No. 2023-08 Exhibit "D"

ATTACHMENTS

A. Attachment 1 – March 28, 2023, Planning Commission staff report
B. Attachment 2 – CEQA Notice of Exemption
C. Attachment 3 – Modification to the Montiel Road Planned Development documents

ESCONDIDO
City of Choice

PLANNING COMMISSION

Agenda Item No.: 2
Date: March 28, 2023

PROJECT NUMBER / NAME: PL22-0512 – West Coast Arborists

REQUEST: The Project includes a modification to the Montiel Road Master Development Plan to allow construction services and outdoor storage, including fleet and construction equipment storage as a conditionally permitted use. The request also includes a Precise Development Plan for the remodel of the exterior and interior of the existing 1,288 square foot building and proposed 2,370 square foot building additions, site improvements and landscaping. A Conditional Use Permit also is requested to allow the proposed use in conformance with the requested modification to the land-use matrix.

LOCATION: The 1.3-acre project site is located on the south side of Montiel Road, north of State Route 78, and west of Interstate 15, address at 1359 Montiel Road

APN / APNS: 228-290-54-00

GENERAL PLAN / ZONING: Planned Commercial (PC) / Planned Development-Commercial (PD-C) - Montiel Road Planning Area

APPLICANT: West Coast Arborists

PRIMARY REPRESENTATIVE: West Coast Arborists (Pat Mahoney).

DISCRETIONARY ACTIONS REQUESTED: Master Development Plan Modification, Precise Development Plan and Conditional Use Permit

PREVIOUS ACTIONS: The Montiel Road Planned Development was approved in 1986 and the subject parcels subsequently designed Planned Commercial with the adoption of the 1990 General Plan.

PROJECT PLANNER: Jay Paul, Senior Planner

CEQA RECOMMENDATION: Categorical Exemption

STAFF RECOMMENDATION: Approval

REQUESTED ACTION: Approve Planning Commission Resolution No. 2023-06

CITY COUNCIL HEARING REQUIRED: ☒ YES ☐ NO

REPORT APPROVALS: ☐ Andrew Firestine, Director of Development Services

☐ Adam Finestone, City Planner

BACKGROUND:

The approximately 1.3-acre project site was developed as a residential property in the early 1960s and is currently developed with a former residential structure, office, garage and shop building(s). The site also has been used for commercial office/storage type uses. The property is located within the 15-acre Montiel Road Planning Area that was originally designated Planned Commercial (PC) in the mid-1980s that allowed commercial and office uses. The Planned Development has been amended over the years to revise the list of permitted and conditionally permitted uses to include various limited industrial uses, self-storage facilities, motorcycle sales and service, and religious facilities. Three of the parcels have been developed with industrial/commercial/office type uses that include North Coast Church, Escondido Cycle Center and Cube Smart Self-Storage.

SUMMARY OF REQUEST:

West Coast Arborists ("Applicant") submitted an application to utilize the Project site to establish a satellite office and training facility to serve as their North County operation. West Coast Arborists was established in 1972 and provides professional tree maintenance and management services to municipalities and public agencies throughout California and Arizona. The company has ten locations throughout both states. The proposed site and existing building would be modified to support office uses, a training facility and warehouse, and to serve as a staging area for company trucks, trailers and chippers. The existing building would be modified with a new contemporary design to support the office operations, and a new 1,325 square foot training building and 1,045 square foot warehouse. Full-width street improvements across the Montiel Road frontage would be installed, to include curb, gutter, sidewalk and landscaping. Three accessory structures would be demolished. The Montiel Road Planning land-use matrix does not list contractor office/services and fleet storage as a permitted use. Therefore, a modification to the list of permitted and conditional permitted uses is necessary. Contractor services/office and fleet and outdoor equipment storage is proposed to be a conditionally allowed use in order to establish appropriate design, screening and operational conditions to address any potential visual and compatibility impacts with adjacent uses. Project plans are included as Exhibit "B" to draft Planning Commission Resolution No. 2023-06, which itself is included with this report as Attachment 3.

A. SUPPLEMENTAL DETAILS OF REQUEST:

1.	Property Size	1.3 acres	
		Planned Development Requirements:	Provided:
2.	Setbacks		
	Front	20' Montiel Road	30' to existing building
	Side	15' to structure, 5' to parking	40' minimum to closest structure
	Rear (HWY 78)	25'	90' to building
3.	Building Height	35'	Approximately 21'

4.	Architecture/Colors	Contemporary redesign with white and light tan stucco exterior, varied roof lines and wall planes, and brown wood trellis accents.
5.	Landscape	Front: Ranges from 24' along building frontage and 8' to 15' along remaining Montiel Road frontage (includes parkway landscaping). Combination of screening shrubs along decorative 6' tall security fencing, street trees and groundcover. Side: Min. 5' adjacent to commercial/industrial office building on the west. Rear: HWY 78 – New 5' landscape planter along the Highway 78 frontage to include trees and shrubs to provide screening from adjacent highway views.
6.	Fencing	Decorative tube metal with green mesh screening along Montiel Road frontage (6 feet in height). 6-foot-high chain-link fencing along Highway 78 frontage with tan mesh screening. Driveway entrances to be gated.
7.	Outdoor Storage	Limited to fleet vehicles and support equipment, and landscape stock
8.	Hours of Operation	Typical hours Monday through Saturday (6:30 AM to 6:30 PM). These hours may vary as calls for service may change over time.
9.	Number of Employees/Trucks	15 to 20 trucks (typical trucks, trailers and chippers) 3-4 office employees 20 – 30 field employees

B. PROJECT ANALYSIS:

1. General Plan Conformance:

The City's General Plan land-use designation for the project site is Planned Commercial (PC, Montiel Road #11). The Guiding Principles for this planning area include limited light industrial and commercial uses. Development is implemented through the Montiel Road Planning Area Development Plan. The Montiel Road Planning Area development plan allows for a variety of commercial, light industrial, warehouse, service, schools, trades, repair and warehouse type uses. The proposed use of the site for construction type services with fleet storage would be similar to the variety of uses currently permitted/conditionally permitted. Therefore, the proposed Project, with the requested land-use amendment, would be consistent with the General Plan Guiding Principles for the planning area and the Montiel Road Planning Area planned development.

2. Site and Architectural Design:

The Project consists of the modification of the existing 1,288 square foot single-story structure to support office uses along with the construction of a 1,325 square foot addition to provide

employee training space and a 1,045 square foot warehouse. The architecture would be updated to provide a more contemporary style similar to other commercial/industrial buildings along Montiel Road. The building would focus the main office entry towards Montiel Road with an enhanced entry/trellis type feature. A similar type feature would be added to the warehouse roll-up doors, which are recessed into the site to provide the main visual focus on the office portion of the building. The building includes a stepped-back architectural design with the taller portion of the building (up to 21 feet in height) located behind the office structure, and includes varied rooflines. The wall planes incorporate vertical score lines and varied colors to help break up the mass and scale of the walls.

The eastern section and rear of the property are located at a lower elevation than Montiel Road, as well as the adjacent Interstate 15 northbound transition lanes to the east and Highway 78 on the south. The existing landscaped berms/topography along the highways screen most views into the site and the areas that would be used primarily for truck and equipment parking. The project will install a row of trees and shrubs along the highway frontages to further screen views into the site. An existing six-foot high chain link fence is located along the freeway frontage and includes a tan mesh screening material. The Montiel Road frontage would be landscaped to accent the building architecture and help soften views along the roadway and from residential properties north of the project site. The existing building also will screen views to the lower section of the site for any storage behind the building. In order to provide appropriate screening of the fleet parking and equipment area located within the eastern portion of the site, a six-foot high decorative metal fence would be installed along the street frontage and include a layered planting of taller screening shrubs and trees. The fencing also will provide a security barrier and the two access driveways fronting Montiel Road would be gated. The gates would be recessed into the property approximately 40 feet to reduce the visual impact of security type fencing along the roadway.

3. Conditional Use Permit

The Montiel Road Planning land-use matrix does not list contractor office/services and fleet storage as a permitted use. In order to establish appropriate conditions for the development and operation of a contractor type operation that includes fleet and outdoor equipment storage, the discretionary Conditional Use Permit process is recommended. The CUP process also allows for public input on any development requests. The Conditions of Approval for the project include requirements for screening of the outdoor storage areas, design of the fencing and gates, and limits outdoor storage to the fleet vehicles, support equipment and potted or boxed plant materials for future planting. Any construction materials (such as fertilizer, pots, soils, etc.) must be stored within a completely enclosure building. Due to the proximity of residential development and views from the freeway, no outdoor storage or processing of green waste materials is allowed to include mulching, shredding or chipping of green waste.

C. ENVIRONMENTAL STATUS:

The Project qualifies for an exemption under CEQA Guidelines section 15301 (Existing Facilities), section 15303 (New Construction of Small Structures), section 15305 (Minor Alteration in Land-Use Limitations), and section 15332 (Infill Development), which is included as Attachment 2 to this report.

D. PUBLIC INPUT:

Staff has not received any written correspondence from the public regarding the project as of the date of publication of this report.

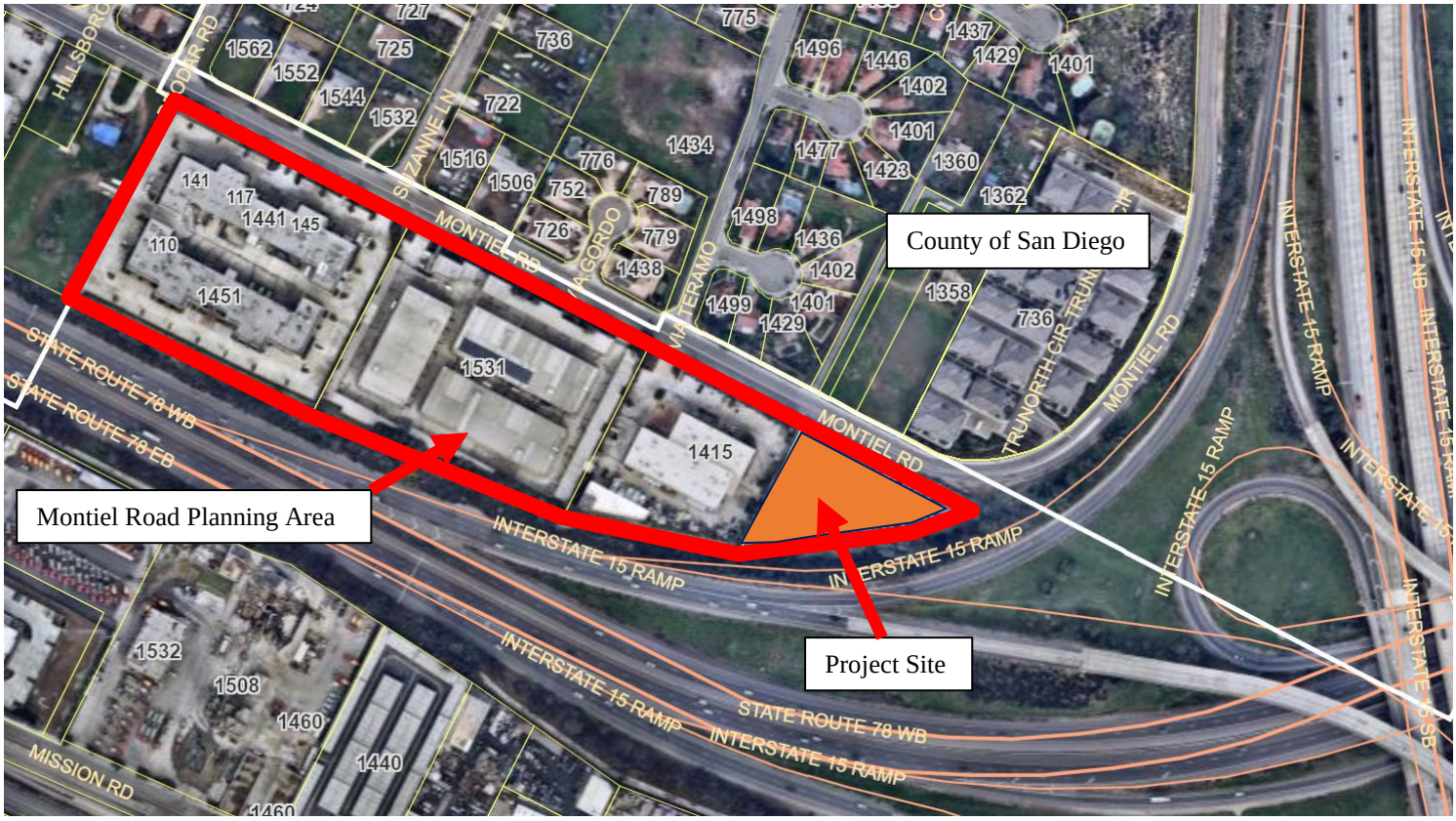
CONCLUSION AND RECOMMENDATION:

The proposed Project is consistent with the Montiel Road Planning Area planned development, as proposed to be amended. The Project as proposed will not have a significant effect on the environment, as designed and conditioned. The location, size, design, and operating characteristics of the proposed project will not be incompatible with, adversely affect, nor be materially detrimental to adjacent land uses. The site is suitable for the type and intensity of use and development which is proposed. Staff recommends that the Planning Commission recommend approval of the Project based upon the factors/findings and conditions as described in this staff report and as detailed in Exhibits “A” through “E” to Draft Planning Commission Resolution No. 2023-06.

ATTACHMENTS:

1. Location and Aerial
2. Notice of Exemption
3. Planning Commission Resolution No. 2023- 06, with Exhibits “A” through “E”

ATTACHMENT 1



1359 Montiel Road
APN 228-240-53-00

ATTACHMENT 2

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

Notice of Exemption

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

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

Project Title/Case No.: West Coast Arborist / PL22-0512

Project Location - Specific: The approximately 1.3-acre site is located on southern side of Montiel Road, north of Highway 78, west of Interstate 15, addressed as 1359 Montiel Road (Assessor Parcel No. 228-240-54-00).

Project Location - City: Escondido **Project Location - County**: San Diego

Description of Project: Modification to the Montiel Road Planning Area Development Plan, to allow construction services and outdoor storage, including fleet and construction equipment storage, as a conditionally permitted use. The request also includes a Precise Development Plan for the remodel of an existing 1,288 square foot building, demolition of three small accessory structures, and a 2,370 square foot building addition for employee training and warehouse/storage purposes, along with site and street frontage improvements and landscaping. A Conditional Use Permit also is requested to allow the proposed use in conformance with the modification to the land-use matrix.

Name of Public Agency Approving Project: City of Escondido

Name of Person or Agency Carrying Out Project:

Name: West Coast Arborists, Inc (Pat Mahoney) Telephone: (714) 991-1900

Address: 2200 E. Via Burton Street, Anaheim, CA 92806

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

Exempt Status: The project is categorically exempt from further CEQA review pursuant to CEQA Guidelines section 15301 (Existing Facilities), section 15303 (New Construction of Small Structures), section 15305 (Minor Alteration in Land-Use Limitations), and section 15332 (Infill Development).

Reasons why project is exempt:

The 1.3-acre project site is within City limits and is surrounded by urban/commercial/industrial uses. The Project building additions would not exceed 10,000 square feet and all public facilities are available to serve the site. The project site has previous been used for office, warehouse and outdoor storage uses. The design of the project is consistent with the applicable Planned Commercial (PC) General Plan land-use designation and all applicable general plan policies as well as with applicable Montiel Road Planning Area regulations. It has been determined the project would not result in any significant impacts to traffic, noise, air quality, or water quality. The project site does not contain any sensitive habitat or environmentally sensitive areas. All required utilities and public services can be provided to the site with existing facilities located within adjacent streets or easements.

Lead Agency Contact Person: Jay Paul, Planning Division Area Code/Telephone/Extension (760) 839-4537

Signature JPaul 3-23-2023

Jay Paul, Senior Planner Date

☒ Signed by Lead Agency Date received for filing at OPR: N/A

Planning Commission
Hearing Date: March 28, 2023

Effective Date: March 29, 2023

PLANNING COMMISSION RESOLUTION NO. 2023-06

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ESCONDIDO, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVAL OF A MODIFICATION TO THE MONTIEL ROAD PLANNING AREA MASTER PLAN IN CONJUNCTION WITH A PRECISE DEVELOPMENT PLAN AND CONDITIONAL USE PERMIT FOR A CONSTRUCTION SERVICES COMPANY WITH ANCILLARY OUTDOOR STORAGE OF FLEET VEHICLES

APPLICANT: West Coast Arborists

CASE NOs: PL22-0512

WHEREAS, West Coast Arborist, Inc., (“Applicant”), filed a land use development application, Planning Case No. PL22-0512 (“Application”), constituting a request for an Amendment to the land use matrix of the Montiel Road Planning Area Development Plan, along with a Precise Development Plan and Conditional Use Permit to allow construction services with fleet parking and construction equipment storage as a conditionally permitted use (“Project”), on approximately a 1.3 parcel located on the south side of Montiel Road, north of Highway 78 and east of Deodar Road, addressed at 1359 Montiel Road (Assessor’s Parcel Number 228-240-54-00); and

WHEREAS, the subject property is located within Montiel Road Planning Area and is all that real property described in Exhibit "A," which is attached hereto and made a part hereof by this reference as though fully set forth herein (“Property”); and

WHEREAS, the Application was submitted to, and processed by, the Planning Division of the Development Services Department in accordance with the rules and regulations of the Escondido Zoning Code and the applicable procedures and time limits specified by the Permit Streamlining Act (Government Code section 65920 et seq.) and the California Environmental Quality Act (Public Resources Code section 21000 et seq.) ("CEQA"); and

WHEREAS, pursuant to CEQA and the CEQA Guidelines (Title 14 of California Code of Regulations, Section 15000 et. seq.), the City is the Lead Agency for the Project, as the public agency with the principal responsibility for approving the proposed Project; and

WHEREAS, the Planning Division studied the Application, performed necessary investigations, prepared a written report, and hereby recommends approval of the Project as depicted on the plan set shown in Exhibit "B," which is attached hereto and made a part hereof by this reference as though fully set forth herein; and

WHEREAS, City staff provided public notice of the application in accordance with City and State public noticing requirements; and

WHEREAS, on March 28, 2023, the Planning Commission held a duly noticed public hearing as prescribed by law, at which time the Planning Commission received and considered the reports and recommendation of the Planning Division and gave all persons full opportunity to be heard and to present evidence and testimony regarding the Project. Evidence was submitted to and considered by the Planning Commission, including, without limitation:

a. Written information including plans, studies, written and graphical information, and other material, submitted by the Applicant;
b. Oral testimony from City staff, interested parties, and the public;
c. The staff report, dated March 28, 2023, with its attachments as well as City staff's recommendation on the Project, which is incorporated herein as though fully set forth herein; and
d. Additional information submitted during the public hearing; and

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

WHEREAS, Ordinance No. 78-02, enacted pursuant to Section 65974 of the Government Code and pertaining to the dedication of land and fees for school facilities, has been adopted by the City of Escondido.

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

1. The above recitations are true and correct.

2. The Planning Commission, in its independent judgment, has determined the Project to be exempt from environmental review pursuant to CEQA Guidelines section 15301 (Existing Facilities) and section 15303 (New Construction of Small Structures), section 15305 (Minor Alteration in Land Use Limitations), and section 15332 (In-fill Development Projects).

3. After consideration of all evidence presented, and studies and investigations made by the Planning Commission and on its behalf, the Planning

Commission makes the substantive findings and determinations detailed in Exhibit "C," which is attached hereto and made a part hereof by this reference as though fully set forth herein, relating to the information that has been considered. In accordance with the Findings of Fact and the foregoing, the Planning Commission reached a recommendation on the matter as hereinafter set forth.

4. The amendment to the Montiel Road Planning Area land-use matrix set forth in Exhibit "D," and the application to use the Property for the Project, subject to each and all of the conditions hereinafter set forth in Exhibit "E," are hereby recommended for approval by the City Council. The Planning Commission expressly declares that it would not have recommended approval of this Application except upon and subject to each and all of said conditions, each and all of which shall run with the land and be binding upon the Applicant, the owner, and all subsequent owners of the Property, and all persons who use the Property for the use permitted hereby.

5. The development plans for the Project are on file in the Planning Division of the Development Services Department and are available for inspection by anyone interested herein, and the development plans are incorporated herein by this reference as if they were fully set forth herein. The Project is recommended for conditional approval as set forth on the Application and Project drawings, all recommended for approval by the City Council, and which shall not be altered without the express authorization by the Planning Division. Any deviations from the approved development plans shall be reviewed by the City for substantial compliance and may require amendment by the appropriate hearing body.

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

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

2. NOTICE IS FURTHER GIVEN that the 90-day period during which to protest the imposition of any fee, dedication, reservation, or other exaction described in this Resolution begins on the effective date of this Resolution, and any such protest must be in a manner that complies with Government Code section 66020.

PASSED, ADOPTED, AND APPROVED by a majority vote of the Planning Commission of the City of Escondido, California, at a regular meeting held on the 11th day of April, 2023, by the following vote, to wit:

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

_____
Katharine Barba, Chair
Escondido Planning Commission

ATTEST:

_____
Andrew Firestine, Secretary of the
Escondido Planning Commission

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

_____
Annie Ward, Minutes Clerk
Escondido Planning Commission

EXHIBIT "A"

Legal Description

Resolution No. 2023-06

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

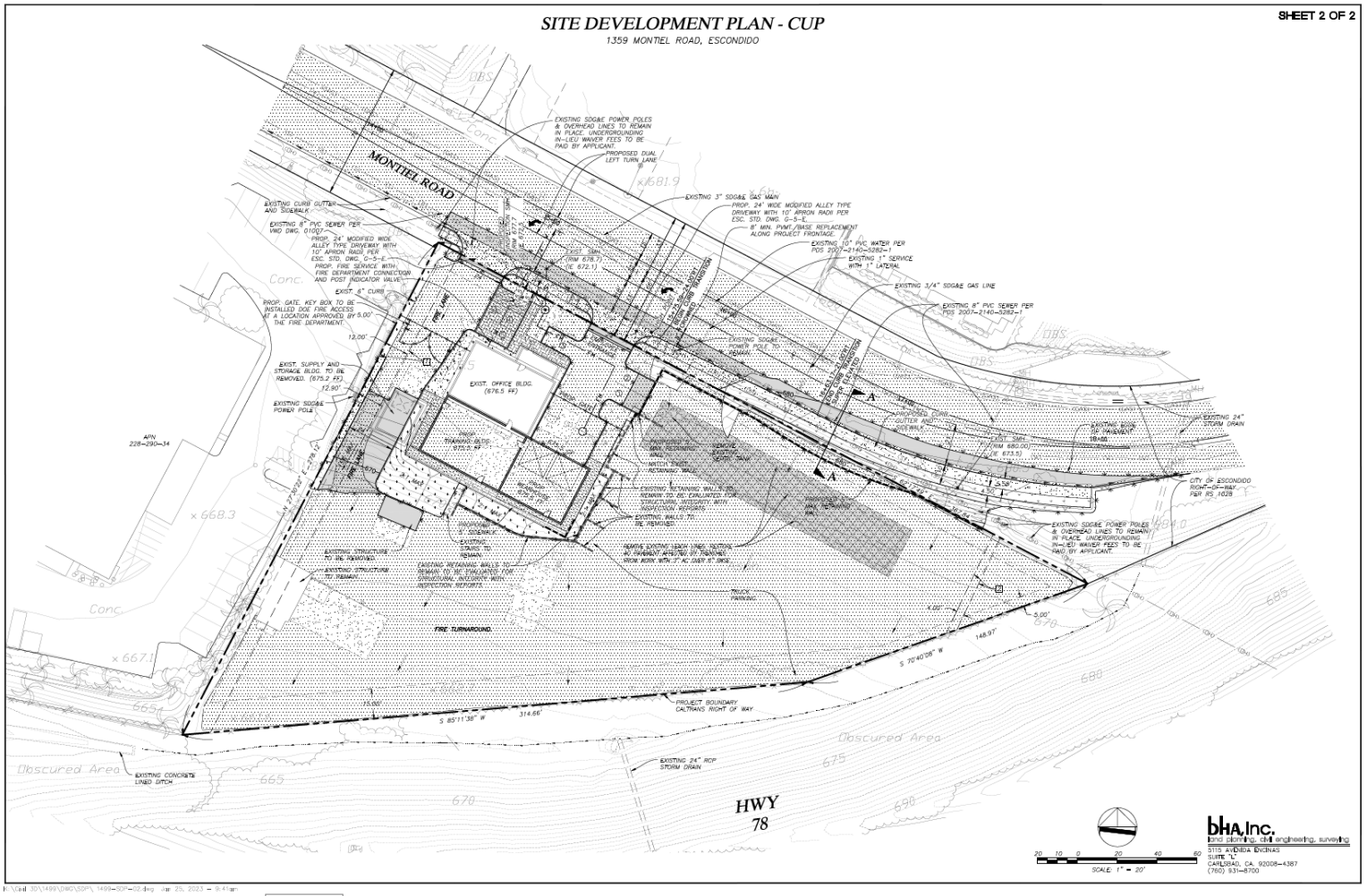
THAT PORTION OF LOTS 13 AND 14 IN BLOCK 1 OF RANCHO LOS VALLECITOS DE SAN MAROOS SHOWN ON MAP NO. 806, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 21, 1895, LYING NORTHERLY OF THE NORTHWESTERLY RIGHT OF WAY LINE OF THE INTERCHANGE OF STATE FREEWAYS 11-SD-78 AND 11-SD-15; SAID PORTION HEREBY CONVEYED DESCRIBED AS FOLLOWS:

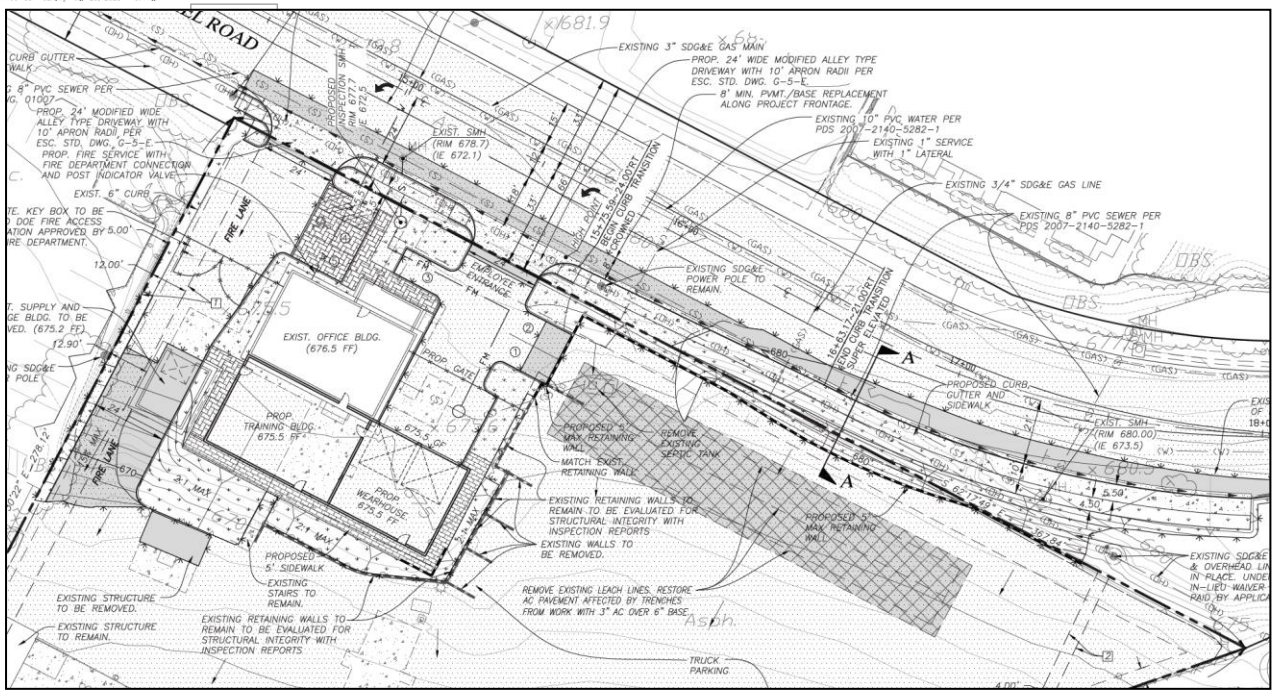
BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 13; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOTS 13 AND 14, SOUTH 62° 20' 58" EAST, 368.04 FEET TO SAID NORTHWESTERLY RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT OF WAY LINE, SOUTH 70° 39' 15" WEST, 149.23 FEET AND SOUTH 85° 12' 46" WEST, 314.42 FEET TO THE NORTHWESTERLY, LINE OF SAID LOT 13; THENCE ALONG LAST LINE, NORTH 27° 27' 59" EAST, 277.79 FEET TO THE POINT OF BEGINNING.

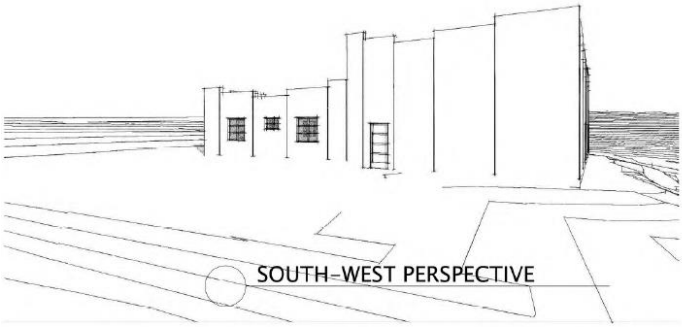
APN: 228-290-54-00

EXHIBIT "B"

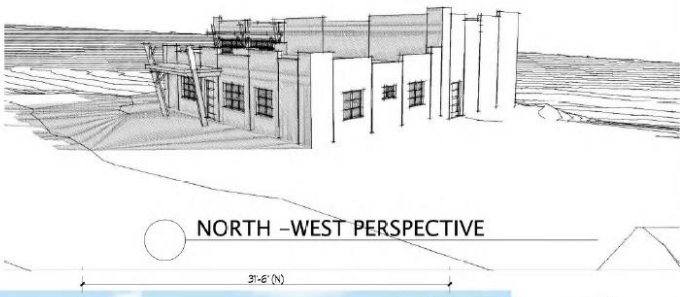
Plans
Resolution No. 2023-06







SOUTH–WEST PERSPECTIVE



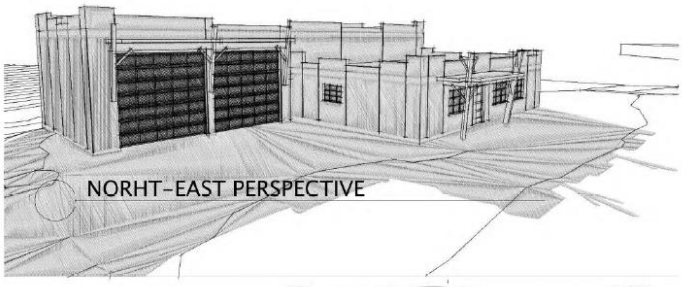
NORTH –WEST PERSPECTIVE

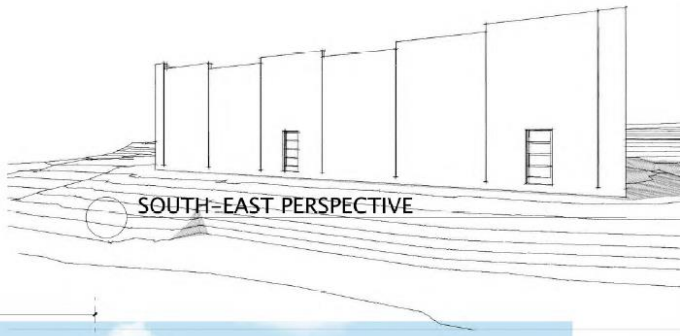
4 WEST ELEVATION

1 NORTH ELEVATION

EXTERIOR FINISHES

1. ROOF PARAPET
2. FLAT ROOF BEYOND
3. MAIN STUCCO COLOR WITH BREAKS
4. SHADE ROOF
5. DECORATIVE COLUMNS
6. OFFICE WINDOWS
7. OVERHEAD SECTIONAL DOORS
8. EXTERIOR DOORS



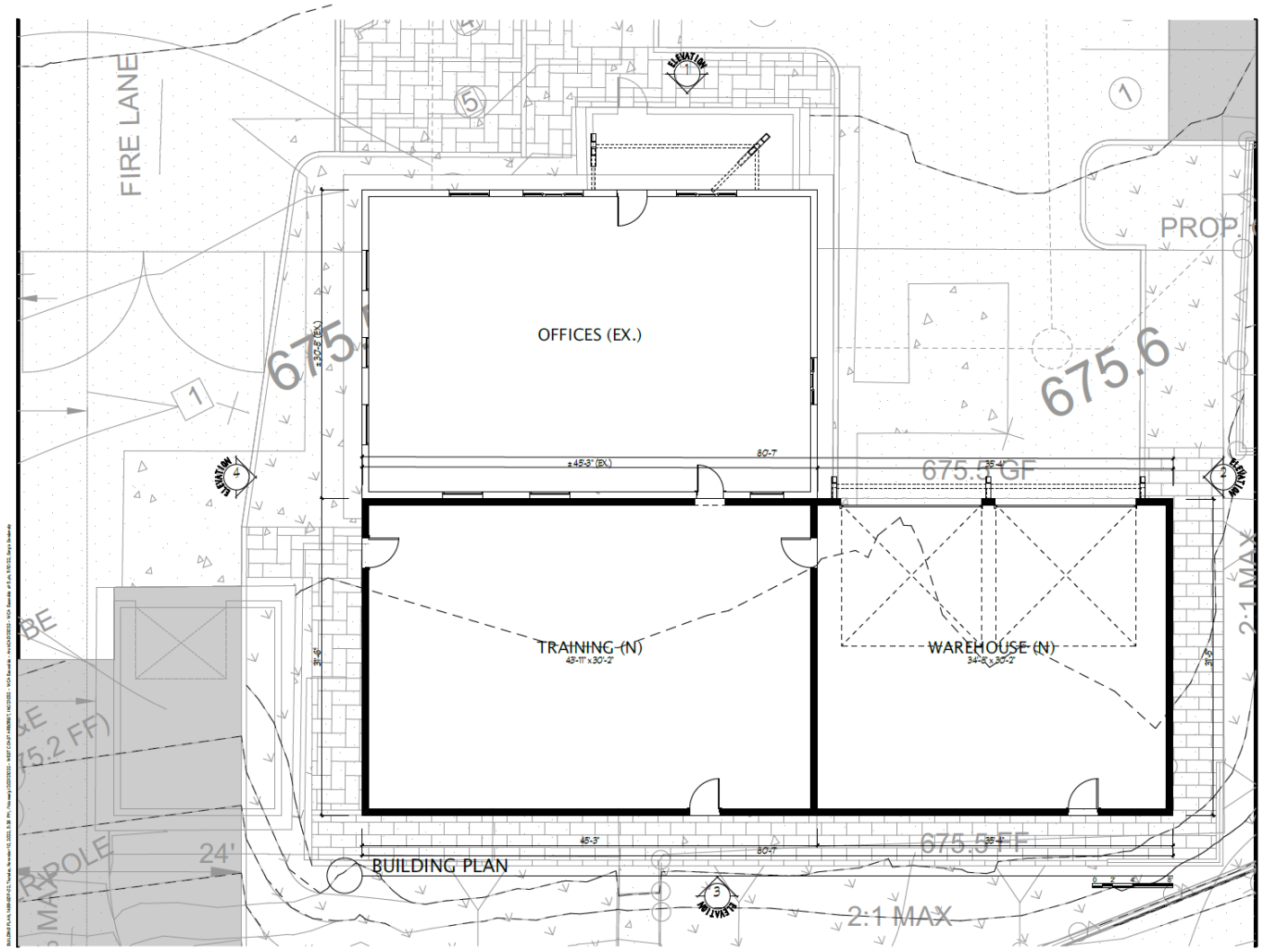


2 EAST ELEVATION

3 SOUTH ELEVATION

EXTERIOR FINISHES

1. ROOF PARAPET
2. FLAT ROOF BEYOND
3. MAIN STUCCO COLOR WITH BREAKS
4. SHADE ROOF
5. DECORATIVE COLUMNS
6. OFFICE WINDOWS
7. OVERHEAD SECTIONAL DOORS
8. EXTERIOR DOORS


FIRE LANE
OFFICES (EX.)
TRAINING (N)
43'-11" x 30'-2"
WAREHOUSE (N)
34'-8" x 30'-2"
675.6
675.3 GF
675.3 FF
PROP.
2:1 MAX
24'
BUILDING PLAN

PLANT PALETTE

Street Trees
24" BOX such as:
Laurus nobilis (Sweet Bay)
Magnolia grandiflora 'Little Gem' (Magnolia 'Little Gem')
Umbellularia californica (California Laurel)

Entry and Interior Trees:
Variety to exhibit trees with different characteristics.
24" BOX such as:
Quercus virginiana (Southern Live Oak)
Tabebuia aurea (Caribbean Trumpet Tree)
Lagerstroemia indica (Crepe Myrtle
Eriobotrya deflexa (Bronze Loquat)
Palm Species

Freeway Screen Trees:
15 Gal. MIN. such as:
Lophostemon confertus (Brisbane Box)
Cupressus x leylandii (Leyland cypress)
Pinus thunbergii (Japanese Black Pine)

Perimeter Screening Shrubs
5 Gal. Min. - such as:
Photinia davidiana (Chinese Photinia)
Westringia fruticosa (Coast Rosemary)
Dodonaea viscosa 'Purpurea' (Purple Hopseed Bush)

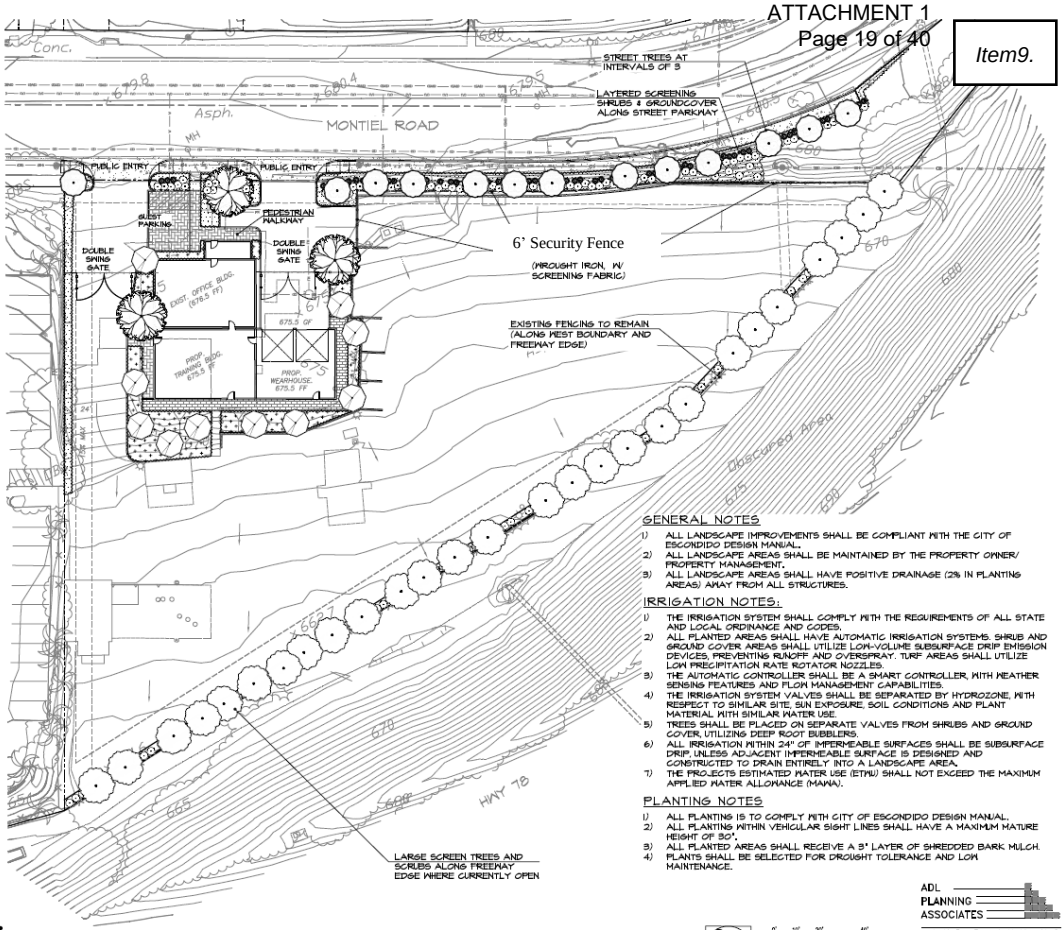
Parkway Shrubs
1 Gal. Min. - such as:
Lomandra longifolia 'Breese' (Dwarf Mat Rush)
Callistemon x viminalis 'Little John' (Bottlebrush Little John)

Perimeter Groundcover
1 Gal. or flats - such as:
Myoporum parvifolium (Myoporum)
Rosmarinus officinalis (Rosemary)

Interior Shrubs and Ground Cover
5 Gal, 1 Gal, or Liners - such as:
Agapanthus africanus (Lily of the Nile)
Agave attenuate (Foxtail Agave)
Salvia leucantha (Mexican Bush Sage)
Strelitzia reginae (Bird of Paradise)
Myoporum parvifolium (Myoporum)
Lomandra longifolia 'Breeze' (Dwarf Mat Rush)
Baccharis pilularis (Dwarf Coyote Bush)
Rosmarinus officinalis (Rosemary)

6' Security Fence

WROUGHT IRON STYLE FENCE
(SHOWN WITHOUT SCREENING FABRIC AND PLANT MATERIAL)
(GATES TO BE OF SAME STYLE)



GENERAL NOTES

1) ALL LANDSCAPE IMPROVEMENTS SHALL BE COMPLIANT WITH THE CITY OF ESCONDIDO DESIGN MANUAL.
2) ALL LANDSCAPE AREAS SHALL BE MAINTAINED BY THE PROPERTY OWNER/ PROPERTY MANAGEMENT.
3) ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE (2% IN PLANTING AREAS) AWAY FROM ALL STRUCTURES.

IRRIGATION NOTES:

1) THE IRRIGATION SYSTEM SHALL COMPLY WITH THE REQUIREMENTS OF ALL STATE AND LOCAL ORDINANCE AND CODES.
2) ALL PLANTED AREAS SHALL HAVE AUTOMATIC IRRIGATION SYSTEMS. SHRUB AND GROUND COVER AREAS SHALL UTILIZE LOW-VOLUME SUBSURFACE DRIP EMISSION DEVICES, PREVENTING RUNOFF AND OVERSPRAY. TURF AREAS SHALL UTILIZE LOW PRECIPITATION RATE ROTATOR NOZZLES.
3) THE AUTOMATIC CONTROLLER SHALL BE A SMART CONTROLLER, WITH WEATHER SENSING FEATURES AND FLOW MANAGEMENT CAPABILITIES.
4) THE IRRIGATION SYSTEM VALVES SHALL BE SEPARATED BY HYDROZONE, WITH RESPECT TO SIMILAR SITE, SUN EXPOSURE, SOIL CONDITIONS AND PLANT MATERIAL WITH SIMILAR WATER USE.
5) TREES SHALL BE PLACED ON SEPARATE VALVES FROM SHRUBS AND GROUND COVER, UTILIZING DEEP ROOT BUBBLERS.
6) ALL IRRIGATION WITHIN 24" OF IMPERMEABLE SURFACES SHALL BE SUBSURFACE DRIP, UNLESS ADJACENT IMPERMEABLE SURFACE IS DESIGNED AND CONSTRUCTED TO DRAIN ENTIRELY INTO A LANDSCAPE AREA.
7) THE PROJECTS ESTIMATED WATER USE (ETWU) SHALL NOT EXCEED THE MAXIMUM APPLIED WATER ALLOWANCE (MAWA).

PLANTING NOTES

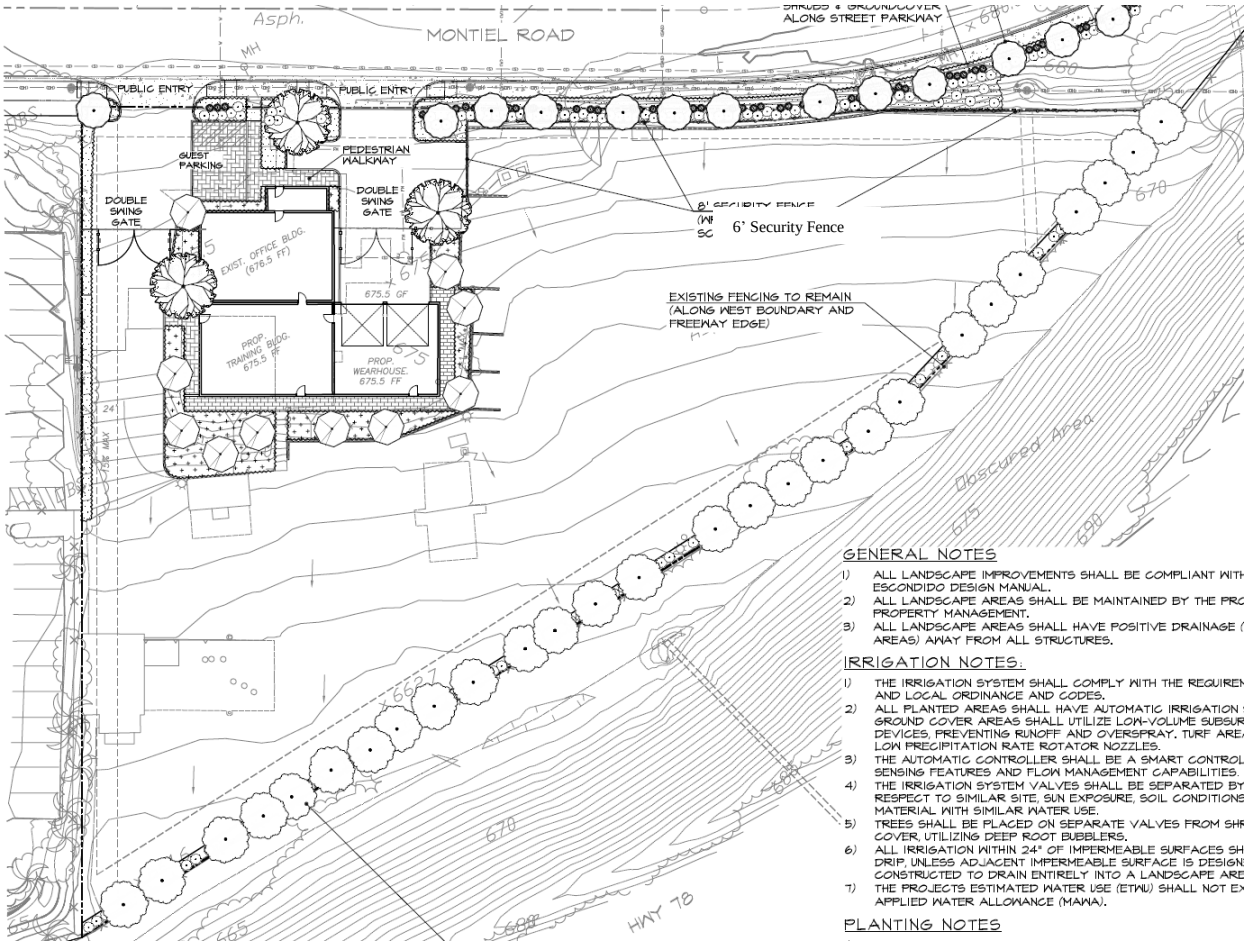
1) ALL PLANTING IS TO COMPLY WITH CITY OF ESCONDIDO DESIGN MANUAL.
2) ALL PLANTING WITHIN VEHICULAR SIGHT LINES SHALL HAVE A MAXIMUM MATURE HEIGHT OF 30".
3) ALL PLANTED AREAS SHALL RECEIVE A 3" LAYER OF SHREDDED BARK MULCH.
4) PLANTS SHALL BE SELECTED FOR DROUGHT TOLERANCE AND LOW MAINTENANCE.

ADL PLANNING ASSOCIATES
LAND PLANNING
LANDSCAPE ARCHITECTURE
2979 STATE STREET SUITE "C"
CARLSBAD, CA. 92008
(760)729-0837 FAX:(760)729-0334

0' 10' 20' 40'

FEBRUARY 8, 2023

Landscape Concept Plan for:
West Coast Arborist



GENERAL NOTES

1) ALL LANDSCAPE IMPROVEMENTS SHALL BE COMPLIANT WITH ESCONDIDO DESIGN MANUAL.
2) ALL LANDSCAPE AREAS SHALL BE MAINTAINED BY THE PRO PROPERTY MANAGEMENT.
3) ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE (AREAS) AWAY FROM ALL STRUCTURES.

IRRIGATION NOTES:

1) THE IRRIGATION SYSTEM SHALL COMPLY WITH THE REQUIREM AND LOCAL ORDINANCE AND CODES.
2) ALL PLANTED AREAS SHALL HAVE AUTOMATIC IRRIGATION GROUND COVER AREAS SHALL UTILIZE LOW-VOLUME SUBSUR DEVICES, PREVENTING RUNOFF AND OVERSPRAY. TURF ARE LOW PRECIPITATION RATE ROTATOR NOZZLES.
3) THE AUTOMATIC CONTROLLER SHALL BE A SMART CONTROL SENSING FEATURES AND FLOW MANAGEMENT CAPABILITIES.
4) THE IRRIGATION SYSTEM VALVES SHALL BE SEPARATED BY RESPECT TO SIMILAR SITE, SUN EXPOSURE, SOIL CONDITIONS MATERIAL WITH SIMILAR WATER USE.
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7) THE PROJECTS ESTIMATED WATER USE (ETWU) SHALL NOT E APPLIED WATER ALLOWANCE (MAWA).

PLANTING NOTES

Typical Layered Landscape along Montiel where screening of yard is desired (To include trees, vertical screening shrubs and low shrubs)
Landscape material removed from image in this location only, to allow view of fencing behind

EXHIBIT "C"

FACTORS TO BE CONSIDERED / FINDINGS OF FACT

Resolution No. 2023-06

PLANNING CASE NUMBER: PL22-0512

Environmental Determinations:

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

2. The Project qualifies for an exemption from further environmental review pursuant to CEQA Guidelines section 15301 (Existing Facilities), section 15303 (New Construction of Small Structures), section 15305 (Minor Alteration in Land-Use Limitations), and section 15332 (Infill Development). The proposed development is located on an infill commercial/industrial zoned parcel surrounded by urban uses and proposes building additions less than 10,000 square feet. The site has previously been developed and fully disturbed, and used for a variety of residential, commercial and industrial/storage type uses. Therefore, the site has no value for special status species. The property can be adequately served by all required utilities and public services, and the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. The proposed modification to land-use limitations only involves a modification to the list of permitted/conditionally permitted uses. The Project also does not trigger any exceptions to the categorical exemption as listed in CEQA Guidelines section 15300.2.

3. The Planning Commission has independently considered the full administrative record before it, which includes but is not limited to the March 28, 2023, Planning Commission staff report; testimony by staff and the public; and other materials and evidence submitted or provided to it. The administrative record demonstrates that each of the above requirements have been satisfied. No substantial evidence has been submitted that would support a finding that any of the above-described exemption requirements have not been satisfied. The Project will not have a significant effect on the environment, and all of the requirements of CEQA have been met.

3. All of the requirements of the California Environmental Quality Act have been met because it was found that the project will not have a significant effect on the environment as demonstrated in the Class 1, 3, 5, and 32 CEQA Exemption prepared for the Project, dated March 23, 2023.

Planned Development Determinations:

1. The City's General Plan land-use designation for the project site is Planned Commercial (PC - Montiel Road #11). The Guiding Principles for this planning area include limited light industrial and commercial uses. Development is implemented through the Montiel Road Planning Area development plan. The Montiel Road Planning Area development plan allows for a variety of commercial, light industrial, warehouse, service, schools, trades, repair and warehouse type uses. The proposed use of the site for construction type services (office, storage and warehouse) with fleet/equipment storage would be similar to the variety of uses currently permitted/conditionally

permitted. Therefore, the proposed Project, with the requested land-use amendment, would be consistent with the General Plan Guiding Principles for the planning area and the Montiel Road Planning Area planned development. The overall design of the proposed Project will produce an attractive, efficient development that utilizes quality building materials and ample landscaping with appropriate on-site parking. The proposed project would not diminish the Quality-of-Life Standards of the General Plan as the project would not materially degrade the level of service on adjacent streets and intersections or public facilities, create excessive noise or compatibility impacts. Adequate on-site parking, circulation and public services can be provided to the site.

2. The approval of the proposed Project would be based on sound principles of land use and the project is well-integrated with the surrounding residential and commercially developed properties. The overall design produces an attractive, efficient and stable environment. The project site is zoned for limited industrial/commercial development and is adjacent to commercial/industrial development to the west and south across State Route 78. Multi-family residential development is located to the north across Montiel Road. Adequate on-site parking, access, on-site circulation and utilities would be provided. The Engineering/Traffic Division determined that all vehicular traffic generated by the Project would be accommodated safely and would not create any adverse impacts to the adjacent roadways or intersections. On-site grading would be minimal and the street along the site frontage would be improved to include appropriate road widening, curb, gutter and sidewalk. The proposed modification to the building and additions would be consistent with the height limits of the planned development and compatible with one- and two story residential and commercial/industrial developments along Montiel Road. The building architecture includes a more contemporary style and utilizes certain exterior elements and materials to be compatible with the mix of architectural styles and materials throughout the area. In addition, the perimeter of the site will be landscaped to further soften and screen views into the site from the adjacent roadways.

3. The Engineering Department and Utilities Department indicated there are adequate public services in the adjacent street and/or easements to support the project and the project would not provide an undue or negative impact on existing public facilities and services. The Project would be service by the Escondido Police and Fire Departments. The project would not adversely impact emergency services.

4. The site has previously been developed and paved and does not require extensive earth moving. Limited grading will be necessary to support the required street improvements and new building pad areas. A retaining wall up to five feet in height will be constructed along a portion of the Montiel Avenue street frontage and face inward towards the project site. The site is an infill development located within an urban area and does not contain any desirable natural features. The project is not located within a significant view-shed corridor and would not adversely obstruct any views of identified hillside and ridgelines from Interstate 15 and Highway 78. The project and building design/modifications with limited building height would not result in any visual obstruction or be disharmonious with the surrounding area and facilities, as described in the sections above.

5. The uses proposed have a beneficial effect not obtainable under existing zoning regulations and the Planned Development process is required to facilitate development of the project in accordance with the General Plan Land-Use designation of Planned Commercial, and the Guiding Principles for the Montiel Road Planning Area Planned Development. The subject site is zoned Planned Development-Commercial (PD-C) and Planned developments may set their own development standards to encourage creative approaches to the use of land through variation in the siting of buildings and design that enhances the appearance and usability of the project. The development proposes a variety of setbacks and appropriate orientation of the buildings and design features (including entries, loading and building access areas, storm water features, landscaping and walls) to correspond to and reduce potential impacts to the variety of adjacent land uses and the built environment. Approval of the proposed Project would be based on sound principles of land use and is well-integrated with its

surroundings. All vehicular traffic generated by the Project will be accommodated safely and without degrading the level of service on the adjoining streets or intersections.

Conditional Use Permit Determinations

1. Granting the Conditional Use Permit to allow for contractor services along with fleet and outdoor equipment storage is based on sound principles of land use because adequate parking, access, on-site circulation, utilities, storm water facilities, and landscaping would be provided (as detailed in the staff report). The proposed Project would not diminish the quality of life standards of the General Plan because the Project would not materially degrade the level of service on adjacent streets or public facilities, nor create excessive noise, and adequate public services are currently provided on-site. The proposed development would be well integrated into its surroundings because the proposed structures would incorporate compatible architectural design, materials, and colors, and the Project would not be visually obstructive or disharmonious with surrounding areas, or harm major views from adjacent properties. The proposed use is in response to services required by the community because the facility provides a North County satellite for professional tree maintenance and management services to municipalities and public agencies. Appropriate conditions have been incorporated to address any potential impacts related to storage of equipment/materials and operations.

2. The proposed Conditional Use Permit will not cause deterioration of bordering land uses or create special problems for the area in which it is located. The Engineering/Traffic Division determined that all vehicular traffic generated by the Project would be accommodated safely and would not create any adverse impacts to the adjacent roadways or intersections. On-site processing of materials is not permitted and therefore would not create any adverse noise impacts to adjacent uses. On-site grading would be minimal and the street along the site frontage would be improved to include appropriate road widening, curb, gutter and sidewalk. The proposed modification to the building and additions would be consistent with the height limits of the planned development and compatible with one- and two-story residential and commercial/industrial developments along Montiel Road. The building architecture includes a more contemporary style and utilizes certain exterior elements and materials to be compatible with the mix of architectural styles and materials throughout the area. In addition, the perimeter of the site will be landscaped to further soften and screen views into the site from the adjacent roadways. The proposal meets the purpose of the Municipal and Zoning Codes as it would be consistent with the established rules of the proposed zoning district.

3. The proposed Conditional Use Permit has been considered in relationship to its effect on the neighborhood and it has been determined to be compatible with the surrounding commercial, industrial and residential properties and General Plan policies because the use would not create any land use or other adverse impacts that are not adequately mitigated. The Conditional Use Permit is subject to conditions of approval necessary and desirable to preserve the public health, safety, and general welfare. The use also would not create any excessive noise, traffic, or other adverse impacts, as noted in the sections above.

EXHIBIT "D"

Proposed Amendment (Text)
Use Matrix (Montiel Road Master Plan)
Resolution No. 2023-06

The following land use is added to the Land-Use Matrix:

Section 2.0 Land Uses

Use Title	Permitted	Conditional Use Permit
Contractor Office and Support Services (including warehouse facilities, and fleet and support equipment storage as accessory uses, but excluding outdoor storage of materials unless kept on fleet vehicles).		C

EXHIBIT "E"

CONDITIONS OF APPROVAL

PLANNING CASE NO. PL22-0512

This Project is conditionally approved as set forth on the application received by the City of Escondido October 12, 2022, and the Project drawings consisting of Site Plans, Floor Plans, Sections, Architectural Elevations, Civil Sheets/Grading, Concept Landscape Plans and Colored Elevations; all designated as approved on March 28, 2023, and shall not be altered without express authorization by the Development Service Department.

For the purpose of these conditions, the term "Applicant" shall also include the Project proponent, owner, permittee, and the Applicant's successors in interest, as may be applicable.

A. General:

1. **Acceptance of Permit.** If the Applicant fails to file a timely and valid appeal of this Permit within the applicable appeal period, such inaction by the Applicant shall be deemed to constitute all of the following on behalf of the Applicant:

   a. Acceptance of the Permit by the Applicant; and

   b. Agreement by the Applicant to be bound by, to comply with, and to do all things required of or by the Applicant pursuant to all of the terms, provisions, and conditions of this Project Permit or other approval and the provisions of the Escondido Municipal Code or Zoning Code applicable to such Permit.

2. **Permit Expiration.** The rights granted within this Permit shall be utilized within two years from the date of this approval, or the expiration date of any extension granted in accordance with the Escondido Municipal Code and Zoning Code, or it shall expire and become null and void.

3. **Certification.** The Director of Development Services, or his/her designee, is authorized and directed to make, or require the Applicant to make, all corrections and modifications to the Project drawings and any other relevant document comprising the Project in its entirety, as necessary to make them internally consistent and in conformity with the final action on the Project. This includes amending the Project drawings as necessary to incorporate revisions made by the decision-making body and/or reflecting any modifications identified in these conditions of approval. A final Approved Plan set, shall be submitted to the Planning Division for certification electronically. Said plans must be certified by the Planning Division prior to submittal of any post-entitlement permit, including grading, public improvement, landscape, or building plans for the Project.

4. **Conformance to Approved Plans.**

   a. The operation and use of the subject property shall be consistent with the Project Description and Details of Request, designated with the Approved Plan set.

   b. Nothing in this Permit shall authorize the Applicant to intensify the authorized activity beyond that which is specifically described in this Permit.

   c. Once a permit has been issued, the Applicant may request Permit modifications. “Minor" modifications may be granted if found by the Director of Development Services to be in substantial conformity with the Approved Plan set, including all exhibits and Permit conditions attached hereto. Modifications beyond the scope described in the Approved Plan set may require submittal of an amendment to the Permit and approval by the authorized agency.

5. **Limitations on Use.** Prior to any use of the Project site pursuant to this Permit, all Conditions of Approval contained herein shall be completed or secured to the satisfaction of the Development Services Department.

6. **Certificate of Occupancy.**

   a. No change in the character of occupancy or change to a different group of occupancies as described by the Building Code shall be made without first obtaining a Certificate of Occupancy from the Building Official, as required, and any such change in occupancy must comply with all other applicable local and state laws.

   b. Prior to final occupancy, a Planning Final Inspection shall be completed to ensure that the property is in full compliance with the Permit terms and conditions. The findings of the inspection shall be documented on a form and content satisfactory to the Director of Development Services.

7. **Availability of Permit Conditions.**

   a. Prior to building and/or grading permit issuance, the Applicant shall cause a covenant regarding real property to be recorded that sets forth the terms and conditions of this Permit approval and shall be of a form and content satisfactory to the Director of Development Services.

   b. The Applicant shall make a copy of the terms conditions of this Permit readily available to any member of the public or City staff upon request. Said terms and conditions shall be printed on any construction plans that are submitted to the Building Division for plan check processing.

8. **Right to Entry.** The holder of this Permit shall make the premises available for inspection by City staff during construction or operating hours and allow the investigations of property necessary to ensure that minimum codes, regulations, local ordinances and safety requirements are properly followed. The Applicant shall provide such business records, licenses, and other

materials necessary upon request to provide evidence of compliance with the conditions of approval, as well as federal, state, or laws.

9. **Compliance with Federal, State, and Local Laws.** Nothing in this Permit shall relieve the Applicant from complying with conditions, performance standards, and regulations generally imposed upon activities similar in nature to the activity authorized by this permit. (Permits from other agencies may be required as specified in the Permit's Details of Request.) This Permit does not relieve the Applicant of the obligation to comply with all applicable statutes, regulations, and procedures in effect at the time that any engineering permits or building permits are issued unless specifically waived herein.

   No part of this Permit's approval shall be construed to permit a violation of any part of the Escondido Municipal or Zoning Code. During Project construction and after Project completion, the Applicant shall ensure the subject land use activities covered by this Permit is conducted in full compliance with all local and state laws.

10. **Fees.** The appropriate development fees and Citywide Facility fees shall be paid in accordance with the prevailing fee schedule in effect at the time of building permit issuance, to the satisfaction of the Director of Development Services. Through plan check processing, the Applicant shall pay development fees at the established rate. Such fees may include, but not be limited to: Permit and Plan Checking Fees, Water and Sewer Service Fees, School Fees, Traffic Mitigation Fees, Flood Control Mitigation Fees, Park Mitigation Fees, Fire Mitigation/Cost Recovery Fees, and other fees listed in the Fee Schedule, which may be amended. Arrangements to pay these fees shall be made prior to building permit issuance to the satisfaction of the Development Services Department.

    Approval of this development project is conditioned upon payment of all applicable development fees and connection fees in the manner provided in Chapter 6 of the Escondido Municipal Code.

11. **Public Art Partnership Program.** All requirements of the Public Art Partnership Program, Ordinance No. 86-70 shall be satisfied prior to any building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.

12. **Clerk Recording.**

    a. **Exemption.** The City of Escondido hereby notifies the Applicant that the County Clerk's Office requires a documentary handling fee of $50 in order to file a Notice of Exemption. In order to file the Notice of Exemption with the County Clerk, in conformance with California Environmental Quality Act (CEQA) Guidelines section 15062, the Applicant should remit to the City of Escondido Planning Division, within two working days of the final approval of the Project (the final approval being the date of this letter) a certified check payable to the "County Clerk" in the amount of $50. The filing of a Notice of Exemption and the posting with the County Clerk starts a 35-day statute of limitations period on legal challenges to the agency's decision that the Project is exempt from CEQA. Failure to submit the required fee within the specified time noted above will result in the

Notice of Exemption not being filed with the County Clerk, and a 180-day statute of limitations period will apply.

b. For more information on filing fees, please refer to the County Clerk's Office and/or the California Code of Regulations, Title 14, Section 753.5.

13. **Legal Description Adequacy.** The legal description attached to the application has been provided by the Applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.

14. **Application Accuracy.** The information contained in the application and all attached materials are assumed to be correct, true, and complete. The City of Escondido is relying on the accuracy of this information and Project-related representations in order to process this application. Any permits issued by the City may be rescinded if it is determined that the information and materials submitted are not true and correct. The Applicant may be liable for any costs associated with rescission of such permits.

15. **Revocation, Suspension, Modification.** At any time after Project implementation, the City may require a noticed public hearing to be scheduled before the Planning Commission to determine if there has been demonstrated a good faith intent to proceed in reliance on this approval. This item may be referred to the appropriate decision-making body upon recommendation of the Director of Development Services for review and possible revocation or modification of the Permit regarding non-compliance with the Conditions of Approval.

    This Permit may be revoked, suspended or modified by the Planning Commission, or by the City Council on appeal, at any time regardless of who is the owner of the subject property or who has the right to possession thereof or who is using the same at such time, whenever, after a noticed hearing, and after the following findings are fully investigated:

    a. A violation of any term or condition not abated, corrected or rectified within the time specified on the notice of violation; or

    b. A violation of any City ordinance, state law, or federal law not abated, corrected or rectified within the time specified on the notice of violation; or

    c. The use as presently conducted creates or constitutes a nuisance.

16. **Indemnification, Hold Harmless, Duty to Defend.**

    a. The Applicant shall indemnify, hold harmless, and defend (with counsel reasonably acceptable to the City) the City, its Councilmembers, Planning Commissioners, boards, commissions, departments, officials, officers, agents, employees, and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, at law or in equity, including without limitation the payment of all consequential damages and attorney's fees and other

related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with (i) any business, work, conduct, act, omission, or negligence of the Applicant or the owner of the Property (including the Applicant's or the owner of the Property's contractors, subcontractors, licensees, sublessees, invitees, agents, consultants, employees, or volunteers), or such activity of any other person that is permitted by the Applicant or owner of the Property, occurring in, on, about, or adjacent to the Property; (ii) any use of the Property, or any accident, injury, death, or damage to any person or property occurring in, on, or about the Property; or (iii) any default in the performance of any obligation of the Applicant or the owner of the Property to be performed pursuant to any condition of approval for the Project or agreement related to the Project, or any such claim, action, or proceeding brought thereon. Provided, however, that the Applicant shall have no obligation to indemnify, hold harmless, or defend the City as to any Claims that arise from the sole negligence or willful misconduct of the City. In the event any such Claims are brought against the City, the Applicant, upon receiving notice from the City, shall defend the same at its sole expense by counsel reasonably acceptable to the City and shall indemnify the City for any and all administrative and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney's fees (including the full reimbursement of any such fees incurred by the City's outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City).

b. The Applicant further and separately agrees to and shall indemnify, hold harmless, and defend the City (including all Indemnified Parties) from and against any and all Claims brought by any third party to challenge the Project or its approval by the City, including but not limited to any Claims related to the Project's environmental determinations or environmental review documents, or any other action taken by the City regarding environmental clearance for the Project or any of the Project approvals. Such indemnification shall include the Applicant's payment for any and all administrative and litigation costs and expenses incurred by the City in defending against any such Claims, including payment for all administrative and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney's fees (including the full reimbursement of any such fees incurred by the City's outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City and the Project).

c. The City, in its sole discretion and upon providing notice to the Applicant, may require the Applicant to deposit with the City an amount estimated to cover costs, expenses, and fees (including attorney's fees) required to be paid by the Applicant in relation to any Claims referenced herein, which shall be placed into a deposit account from which the City may draw as such costs, expenses, and fees are incurred. Within 14 days after receiving written notice from the City, the Applicant shall replenish the deposit account in the amount the City determines is necessary in the context of the further defense of such Claims. To the extent such deposit is required by the City, the amount of such deposit and related terms and obligations shall be expressed in a written Deposit Account Agreement, subject to the City Attorney's approval as to form. The City, in its sole and

reasonable discretion, shall determine the amount of any initial deposits or subsequent deposits of funds, and the Applicant may provide documentation or information for the City to consider in making its determinations. Nothing within this subsection shall be construed as to relieve the Applicant's obligations to indemnify, hold harmless, or defend the City as otherwise stated herein.

B. Construction, Maintenance, and Operation Obligations:

1. **Code Requirements.** All construction shall comply with the applicable requirements of the Escondido Municipal Code, Escondido Zoning Code, California Building Code; and the requirements of the Planning Division, Engineering Services Department, Director of Development Services, Building Official, City Engineer, and the Fire Chief in carrying out the administration of said codes. Approval of this Permit request shall not waive compliance with any City regulations in effect at the time of Building Permit issuance unless specifically waived herein.

   As a condition of receiving the land use approvals specified herein, Applicant shall maintain the property subject to the approvals in compliance with all applicable city codes governing the condition or appearance of property. In addition to compliance with such basic standards, the property subject to these approvals shall also be maintained free of trash, plant debris, weeds, and concrete (other than existing foundations and permanent structures). Any signs placed on the property advertising such property for sale or rent shall be in accordance with applicable laws, and be kept clean, in like-new condition, and free from fading and graffiti at all times. This condition shall be applicable from the date the land use is approved. The failure to comply with this condition shall subject the approvals specified herein to revocation for failure to comply.

2. **Agency License and Permitting.** In order to make certain on- or off-site improvements associated with the Approved Plan set, the Permit request may require review and clearance from other agencies. Nothing in these Conditions of Approval shall be construed as to waive compliance with other government agency regulations or to obtain permits from other agencies to make certain on- or off-site improvements prior to Final Map recordation, grading permit issuance, building permit issuance, or certificate of occupancy as required. This review may result in conditions determined by the reviewing agency.

   At all times during the effective period of this Permit, the Applicant and any affiliated responsible party shall obtain and maintain in valid force and effect, each and every license and permit required by a governmental agency for the construction, maintenance, and operation of the authorized activity.

3. **Utilities.** All new utilities and utility runs shall be underground, or fee payment in-lieu subject to the satisfaction of the City Engineer.

4. **Signage.** All proposed signage associated with the Project must comply with Article 66 (Sign Ordinance) of the Escondido Zoning Code. Separate sign permits will be required for Project signage. All non-conforming signs shall be removed. The Applicant shall submit with any sign permit graphic/list of all signs to be removed and retained, along with any new signage proposed.

5. **Noise.** All Project generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08).

6. **Lighting.** All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting Ordinance) of the Escondido Zoning Code.

7. **General Property Maintenance.** The property owner or management company shall maintain the property in good visual and functional condition. This shall include, but not be limited to, all exterior elements of the buildings such as paint, roof, paving, signs, lighting and landscaping. The Applicant shall paint and re-paint all building exteriors, accessory equipment, and utility boxes servicing the Project, as necessary to maintain clean, safe, and efficient appearances.

8. **Anti-Graffiti.** The Applicant shall remove all graffiti from buildings and wall surfaces within 48 hours of defacement, including all areas of the job site for when the Project is under construction.

9. **Anti-Litter**. The site and surrounding area shall be maintained free of litter, refuse, and debris. Cleaning shall include keeping all publicly used areas free of litter, trash, and garbage.

10. **Roof, Wall, and Ground Level Equipment.** All mechanical equipment shall be screened and concealed from view in accordance with Section 33-1085 of the Escondido Zoning Code.

11. **Trash Enclosures.** All appropriate trash enclosures or other approved trash systems shall be approved by the Planning and Engineering Division. The property owner or management company shall be responsible for ensuring that enclosures are easily assessable for garbage and recyclables collection; and that the area is managed in a clean, safe, and efficient manner. Trash enclosure covers shall be closed when not in use. Trash enclosures shall be regularly emptied. There shall be the prompt removal of visible signs of overflow of garbage, smells emanating from enclosure, graffiti, pests, and vermin.

12. **Staging Construction Areas.** All staging areas shall be conducted on the subject property, subject to approval of the Engineering Department. Off-site staging areas, if any, shall be approved through the issuance of an off-site staging area permit/agreement.

13. **Disturbance Coordinator.** The Applicant shall designate and provide a point-of-contact whose responsibilities shall include overseeing the implementation of Project, compliance with Permit terms and conditions, and responding to neighborhood concerns.

14. **Construction Waste Reduction, Disposal, and Recycling.** Applicant shall recycle or salvage for reuse a minimum of 65% of the non-hazardous construction and demolition waste for residential projects or portions thereof in accordance with either Section 4.408.2, 4.408.3, or 4.408.4 of the California Green Building Standards Code; and/or for non-residential projects or portions thereof in accordance with either Section 5.408.1.1, 5.408.1.2, or 5.408.1.3 of the California Green Building Standards Code. In order to ensure compliance with the waste diversion goals for all residential and non-residential construction projects, the Applicant must submit appropriate documentation as described in Section 4.408.5 of the California Green Building Standards Code for residential projects or portions thereof, or Section 5.408.1.4 for non-residential projects or portions thereof, demonstrating compliance with the California Green Building Standards Code sections cited above.

15. **Revocation, Suspension, Modification.** At any time after Project implementation, the City may require a noticed public hearing to be scheduled before the Planning Commission to determine if there has been demonstrated a good faith intent to proceed in reliance on this approval. This item may be referred to the appropriate decision-making body upon recommendation of the Director of Development Services for review and possible revocation or modification of the Permit regarding non-compliance with the Conditions of Approval.

    This Permit may be revoked, suspended or modified by the Planning Commission, or by the City Council on appeal, at any time regardless of who is the owner of the subject property or who has the right to possession thereof or who is using the same at such time, whenever, after a noticed hearing, and after the following findings are fully investigated:

    a. A violation of any term or condition not abated, corrected or rectified within the time specified on the notice of violation; or

    b. A violation of any City ordinance, state law, or federal law not abated, corrected or rectified within the time specified on the notice of violation; or

    c. The use as presently conducted creates or constitutes a nuisance.

16. **Construction Equipment Emissions.** Applicant shall incorporate measures that reduce construction and operational emissions. Prior to the City's issuance of the demolition and grading permits for the Project, the Applicant shall demonstrate to the satisfaction of the Planning Division that its construction contractor will use a construction fleet wherein all 50-horsepower or greater diesel-powered equipment is powered with California Air Resources Board ("CARB") certified Tier 4 Interim engines or equipment outfitted with CARB-verified diesel particulate filters. An exemption from this requirement may be granted if (i) the Applicant provides documentation demonstrating that equipment with Tier 4 Interim engines are not reasonably available, and (ii) functionally equivalent diesel PM emission totals can be achieved for the Project from other combinations of construction equipment. Before an exemption may be granted, the Applicant's construction contractor shall demonstrate to the satisfaction of the Director of Development Services that (i) at least two construction fleet owners/operators in San Diego County were contacted and those owners/operators confirmed Tier 4 Interim equipment could not be located within San Diego County during the desired construction schedule, and (ii) the proposed replacement equipment has been evaluated using the California Emissions Estimator Model ("CalEEMod") or other industry standard emission estimation method, and documentation provided to the Planning Division confirms that necessary project-generated functional equivalencies in the diesel PM emissions level are achieved.

17. **Phasing.** A phasing plan shall be submitted for all projects which include more than one building. The phasing plan shall identify the order in which all on- and off-site improvements will be installed, including triggers for improvements resulting from mitigation measures placed on the project through the environmental review process or required for General Plan conformance. The plan shall also identify the order in which structures will be built and occupied, the location of construction fencing at each phase of construction, and any other means necessary to prevent conflicts between construction traffic and users of the occupied buildings. The phasing plan shall

be approved by the City Planner, Building Official, City Engineer and Fire Marshal prior to the issuance of a grading permit for the project. The phasing plan shall not be modified without written consent from the City of Escondido.

C. Parking and Loading/Unloading.

1. A minimum of 10 parking spaces shall be provided on the site. The amount of parking spaces may vary based on use of the site, in accordance with the City's Parking Ordinance (Article 39), and as determined by the Director of Development Services. Said parking spaces provided by the Applicant, and any additional parking spaces provided above the required minimum amount, shall be dimensioned per City standards and be maintained in a clean, well-marked condition. The striping shall be drawn on the plans or a note shall be included indicating double-striping per City standards. Parking is based on the following calculations:

Office (1:300 ratio):	1,288 SF = 4.29 spaces
Training/Office (1:300 ratio):	1,325 SF = 4.41 spaces
Warehouse (1:800 ratio):	1,045 SF = 1.30 spaces
Total required:	10 spaces

2. Parking for disabled persons shall be provided (including "Van Accessible" spaces) in full compliance with the State Building Code.

3. In accordance with the California Green Building Standard Code,clean air vehicles (CAV) parking spaces shall be shown on the revised site plan to the satisfaction of the Planning and Building Divisions.

4. No contractor or employee may store, or permit to be stored, a commercial or construction vehicle/truck; or personal vehicle, truck, or other personal property on public-right-of-way or other public property without permission of the City Engineer.

D. Landscaping: The property owner or management company assumes all responsibility for maintaining all on-site landscaping; any landscaping in the public right-of-way adjacent to the property, including potted plants; and any retaining and freestanding walls in a manner that satisfies the conditions contained herein.

1. Landscaped areas shall be maintained in a flourishing manner. Appropriate irrigation shall be provided for all landscape areas and be maintained in a fully operational condition.

2. All existing planting and planter areas, including areas within the public right-of-way, shall be repaired and landscaping brought into compliance with current standards. All dead plant material shall be removed and replaced by the property owner or management company.

3. If at the time of planning final inspection that it is determined that sufficient screening is not provided, the Applicant shall be required to provide additional landscaping improvements to the satisfaction of the Planning Division.

4. The landscaped areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan.

5. Failure to maintain landscaping and the site in general may result in the setting of a public hearing to revoke or modify the Permit approval.

6. **Landscaping Plans.** Applicant shall install all required improvements including screening walls, retaining walls, storm improvements, and landscaping in substantial conformance to the planting and irrigation schedule as shown on the final Approved Plan set.

   a. A final landscape and irrigation plan shall be submitted to the Engineering Services Department for review and approval, if meeting any of the criteria listed under Section 33-1323 of the Zoning Code. Five copies of detailed landscape and irrigation plans shall be submitted to the Engineering Services Department with the second submittal If the grading plan. The initial submittal of the landscape plans shall include the required plan check fees, paid in accordance with the prevailing fee schedule in effect at the time of submittal. Details of Project fencing and walls, including materials and colors, shall be provided on the landscape plans. (Building permits may also be required.) The landscape and irrigation plans shall be reviewed and approved by the Planning Division and Engineering Services Department prior to issuance of grading permits, and shall be equivalent or superior to the conceptual landscape plans included as part of the Approved Plan set, to the satisfaction of the Planning Division. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Landscape Standards) of the Escondido Zoning Code, except where stricter requirements are imposed by the State of California.

   b. Screening walls, retaining walls, storm improvements, and landscaping (i.e. planting and irrigation) is to be provided prior to final occupancy.

   c. The installation of the landscaping and irrigation shall be inspected by the Project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The Applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.

   d. Any new freestanding walls and/or retaining walls shall incorporate decorative materials or finishes, and shall be indicated on the landscaping plans. (Building permits may also be required.) All freestanding walls visible from points beyond the Project site shall be treated with a protective sealant coating to facilitate graffiti removal. The sealant shall be a type satisfactory to the Director of Development Services.

   e. New or retrofitted trash enclosures shall accommodate vertical climbing plants, vines with support trellis panels, clinging non-deciduous or fast growing shrubbery that will screen the enclosures wall surface. The Director of Development Services shall find that the proposed landscaping design, material, or method provides approximate equivalence to the specific requirements of this condition or is otherwise satisfactory and complies with the intent of these provisions.

E. Specific Planning Division Conditions:

1. Outdoor storage shall be limited to landscape stock (e.g., trees and similar materials in planter pots/boxes). Any other storage shall be completed screen within a full enclosed building (e.g.,

landscape materials such as soils, fertilizers, pallets, pots, etc.). No green waste materials and tree branches/trunks etc., shall be stored/staged outdoors.

2. No processing of landscape materials is permitted (e.g., shredding, mulching, wood splitting etc.).

3. The use of trash bins must be within a trash enclosure designed in accordance with the City's Trash Enclosure Guidelines. If residential type trash bins are used, they shall be stored within an appropriate fenced and screened enclosure area. Vinyl-clad chain-link fencing with appropriate slats may be allowed.

4. Chain-link fencing with tan screening material is allowed along the Highway 78 frontage to enhance with screening in conjunction with the perimeter landscaping. Other colored screening mesh type materials also may be used (such as brown, green, etc.) that blends with the adjacent landscape areas.

5. Decorative tube steel fencing (min. 6 feet in height) shall be installed along the Montiel Road frontage, to include heavy green mesh screening materials attached to the back side of the fence. Dense shrubs shall be planted and maintained on the street side of the fencing, along with evergreen trees. The entry/security gates shall utilized the same decorative tube steel materials as the security/screening fencing along Montiel Road.

6. A mininimum five-foot wide landscape planter shall be installed along entire western property boundary. Due to the existing utility easement, trees may be restricted and landscaping limited to shrubs (non-deep rooted) and groundcover/mulch. The width of the landscape planter may be reduced along a portion of its length where a minimum 24-foot wide fire lane is required if the five-foot width cannot be achieved.

7. The two roll-up doors facing Montiel Road shall be used for short-term parking of vehicles engaged in the loading/offloading of materials into the warehouse. After loading activites have ceased, the vehicles shall be parked in the dedicated on-site parking areas and the roll-up doors shall be closed.

F. Specific Building Division Conditions:

1. Approval and subsequent development are subject to all conditions and requirements of the California Building Code and Building Division.

G. Specific Engineering Division Conditions:

GENERAL

1. The Developer shall provide the City Engineer with a Preliminary Title Report covering subject property.

2. The location of all existing on-site and adjacent utilities and storm drain facilities shall be determined by the Developer's engineer. If a conflict occurs with the proposed project or improvements, arrangements for relocation of the conflicting utilities/facilities shall be made with the owner of the utility/facility prior to approval of the Grading plans. This utility/facility relocation work shall be completed prior to issuance of Building Permits.

3. Improvement plans prepared by a Civil Engineer, required for all public street, utility, and storm drain improvements, and Grading/Private Improvement plans prepared by Civil Engineer, required for all grading, drainage and private onsite improvement design, shall be submitted for review through the City's virtual plan review portal as a single package containing all items on the Engineering Initial Submittal Checklists. Landscaping Plans shall be prepared by a Landscape Architect.

4. The Developer shall post securities in accordance with the City prepared Bond and Fee Letter based on a final Engineer's Estimate of Grading and Improvements Cost prepared by the project engineer. The Developer is required to provide a Cash Clean Up deposit for all grading, landscaping, private Improvements and onsite drainage improvements prior to approval of Grading Plans and issuance of Grading Permit. This Cash Clean Up Deposit amount shall be 10% of the total cost of the project private improvements, drainage and landscaping. The Developer is required to provide Performance (100% of total public improvement cost estimate), Labor and Material (50% of total public improvement cost estimate) and Guarantee and Warrantee (10 % of total public improvement cost estimate) bonds for all public improvements prior to approval of the Improvement Plans and issuance of Building Permits. All improvements shall be completed prior to issuance of a Certificate of Occupancy.

5. As surety for the construction of required frontage improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the Developer with the City of Escondido prior to the approval of any Grading Plan, Improvement Plan, or Building Permit.

6. If site conditions change adjacent to the proposed development prior to completion of the project, the Developer will be responsible to modify his/her improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer.

7. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be determined by and corrected by the Developer to the satisfaction of the City Engineer.

8. The Developer's engineer shall submit to the Planning Department 3 copies of the Master and Precise Development Plan as presented to the Planning Commission and approved by the City Council together with any changes contained in the adopted final conditions of approval. The Master and Precise Development Plan will be certified by the Planning Department verifying that they are an accurate reproduction of the approved Master and Precise Development Plan and one of these copies must be included with the first Final Engineering submittal for plan check to the Engineering Department.

STREET IMPROVEMENTS AND TRAFFIC

1. Public street and drainage improvements shall be constructed to City Standards as required by the Subdivision Ordinance and to the satisfaction of the City Engineer prior to occupancy. Specific details, including final street improvement widths, right-of-way widths, concrete curb and gutters, curb returns and pedestrian ramps, drainage, lighting, etc. shall be to the satisfaction of the City Engineer.

2. The developer shall construct street improvements, including but not limited to, concrete curb, gutter, sidewalk, street lights, street trees, paving and base on the following streets adjoining the project boundary:

STREET	CLASSIFICATION
Montiel Road	Modified Local Collector (24' centerline to curb face)

See appropriate typical sections in the current Escondido Design Standards for additional details.

3. The project's access driveways shall be constructed as alley-type driveway aprons per Escondido Standard Drawing G-5-E with a minimum throat width of 24-feet and a driveway apron with a 4-feet minimum ADA path of travel.

4. The project's access drive and unloading area shall be adequately illuminated from the project building structure to the satisfaction of the City Engineer and Building Official. This lighting shall be maintained by the property owner.

5. The Developer shall install a LED street light at the southeasterly side of the project's westerly (customer) driveway entrance in accordance with Escondido Standard Drawing No. E-1-E.

6. The Developer shall install a West Bound Left Turn pocket into the project with required transitions and storage per current City and MUTCD Standards. Parking along Montiel Road shall be restricted to accommodate lane widths and this left turn pocket into the project. The Developer shall install "No Parking" signage per an approved Signing and Striping plan.

7. The Developer's engineer shall prepare and submit for approval by the City Engineer a complete final Signing and Striping plan for all improved and modified roadways. The Developer will be responsible for removal of all existing and the construction of all new signing and striping in compliance with the current CA MUTCD standards and to the satisfaction of the City Engineer.

8. The Developer shall repaint all pavement striping and markings adjacent to the project that have been damaged and prematurely faded due to project construction traffic to the satisfaction of the City Engineer.

9. Adequate horizontal sight distance shall be provided at all driveways. Increased parkway widths, open space easements, and restrictions on landscaping may be required at the discretion of the City Engineer

10. Pedestrian access routes meeting current ADA requirements shall be provided into the project to the satisfaction of the City Engineer and City Building Official.

11. All gated entrances shall be approved by the City Engineer, Building Official, and the Fire Marshal.

12. The Developer will be required to provide a detailed detour and traffic control plan, for all construction and staging activities, and any requested materials placement within existing rights-of-way to the satisfaction of the City Engineer. This plan shall be approved prior to the issuance of an Encroachment Permit for construction or other project activities within the public right-of-way.

GRADING and SITE IMPROVEMENTS

1. A site grading and erosion control plan prepared by a registered Civil Engineer shall be approved by the Engineering Department prior to issuance of building permits. The first submittal of the grading plan shall be accompanied by 3 copies of the preliminary soils and geotechnical report. The Soils Engineer will be required to indicate in the soils report that he/she has reviewed the grading design and found it to be in conformance with his/her recommendations.

2. All private driveways and parking areas shall be paved with a minimum of 3" asphalt concrete (AC) over 6" of asphalt Base (AB) or 7" Portland Concrete Cement (PCC) over 6" AB. All paved areas exceeding 15% slope or less than 1.0% shall be paved with PCC.

3. Any proposed retaining walls not a part of the building foundations or stem walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the

site grading plan and the Soils Engineer shall state on the plans that the proposed retaining wall design is in conformance with the recommendations and specifications as outlined in the Geotechnical report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by Regional or City Standard Drawings. Stem walls, foundation structures, or deepened footings that are to be constructed as part of a building structure will be permitted as part of the Building Dept. plan review and permit process.

4. The Developer will be required to obtain permission from adjoining property owners for any off-site grading or work necessary to construct the project and/or the required improvements.

5. Erosion control, including riprap, interim slope planting, sandbags, or other erosion control measures shall be provided to control sediment and silt from the project. The Developer shall be responsible for maintaining all erosion control facilities throughout the project.

6. The Developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.

7. A Construction General Permit is required from the State Water Resources Control Board for all storm water discharges associated with a construction activity where clearing, grading, and excavation results in a land disturbance of one or more acres.

8. All existing foundations, structures, trees not otherwise noted to remain or be relocated shall be removed or demolished from the site.

9. All driveway grades shall conform to current Escondido Design Standards and Escondido Standard Drawings.

DRAINAGE

1. Final on-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a Drainage Study to be prepared by the Engineer of Work. The drainage study shall be in conformance with the City of Escondido Design Standards.

2. All on-site storm drains not in public easements are private. The responsibility for maintenance of these storm drains shall be that of the Property Owner.

3. The project shall limit drainage flows to their pre-construction rates. Details and calculations for the detention basins if required shall be submitted and approved as part of the grading plan check.

4. All storm water facilities and their drains including any basins, planters, any permeable paver areas shall be considered private. The responsibility for maintenance of these post construction storm water treatment facilities shall be that of the Property Owner.

5. The Developer's engineer shall design and the Developer shall construct any permeable surfaces proposed for the project to the specifications of the County of San Diego Green Streets manual in effect at the time the grading permits are issued. All permeable surfaces within the project footprint that are subject to vehicular traffic shall be designed for H20 loading.

6. The project owner shall perpetually maintain all permeable surfaces in accordance to the standards established by the County of San Diego Green Streets manual in effect at the time the grading permits are issued. City shall have the right to inspect all permeable surfaces as needed to ensure they function as designed. City shall have the right to require qualified third-party testing at the property owner's expense when surface failure is suspected. Contractor qualifications are outlined in the County of SD Green Streets manual. The project owner will be required to repair or reinstall

the permeable surface for all failing surfaces to County of SD Green Streets manual standards in place at the time of the grading permit. In the event of failure to maintain the permeable pavers system that result in not functioning as designed, the project owner will be responsible to replace the pervious pavers system with an alternate method of storm water treatment system or will be required to transition the project to a priority storm water development project by complying with the applicable requirements, including development of a Storm Water Quality Management Plan and the installation of structural best management practices.

WATER SUPPLY

1. If required by the Fire Marshal, fire hydrants together with an adequate water supply shall be installed at locations identified by the Fire Marshall.

2. This project is located within the Vallecitos Water District. It will be the developer's responsibility to arrange with the Vallecitos Water District as may be necessary to provide water service for domestic use and fire protection. The developer shall provide evidence that such arrangements have been made prior to release of Building Permits, to the satisfaction of the City Engineer and Building Official.

SEWER

1. This project is located within the Vallecitos Sewer District potential area of service. It will be the developer's responsibility to annex into and arrange with the Vallecitos Sewer District as necessary for sewer service. The developer shall provide evidence of such arrangements for sewer service prior to release of Building Permits, to the satisfaction of the City Engineer and Building Official.

2. This project proposes a private sewer pump. The developer shall provide evidence that Vallecitos Sewer District will allow a private sewer pump and the design and details of this sewer pump, sump tank, lateral, etc. shall be included on and approved with the Building plans to the satisfaction of Vallecitos Sewer District and the City of Escondido Building Official.

3. All existing septic tanks to be abandoned shall be pumped and backfilled, per the San Diego County Health Department Requirements. It shall be the responsibility of the developer to pay all plan check and inspection fees required by the San Diego County Health Department.

LANDSCAPE

1. A site landscaping and irrigation plan shall be submitted to the Engineering Department with the second submittal of the grading plan for review and approval by Engineering and Planning Departments. The initial submittal of the landscape plans shall include the required plan check fees.

EASEMENTS AND DEDICATIONS

1. All easements, both private and public, affecting subject property shall be shown and delineated on the Grading and Improvement Plans.

2. The Developer is responsible for making the arrangements quitclaim all easements of record which conflict with the proposed development prior to approval of the Grading plans and Building Permits. If an easement of record contains an existing utility that must remain in service, proof of arrangements to quitclaim the easement once new utilities are constructed must be submitted to the City Engineer prior to approval of the Grading plans and Building Permits. Building permits will

not be issued for locations in which the proposed construction will conflict with existing easements or utilities, nor will any securities be released until the existing easements are quitclaimed.

FEES

1. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public or private property and improvements, install new BMPs, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by the City for cleanup or damage will be drawn from this security and the grading permit will be revoked by written notice to the developer until the required cash security is replaced. The cleanup cash security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, drainage, landscaping, and best management practices items of work with a minimum of $5,000 up to a maximum of $50,000, unless a higher amount is deemed necessary by the City Engineer.

2. The developer shall be required to pay all development fees of the City then in effect at the time, and in such amounts as may prevail when building permits are issued.

UTILITY UNDERGROUNDING AND RELOCATION

1. All existing overhead utilities within the subdivision boundary or along fronting streets shall be relocated underground as required by the Subdivision Ordinance. The developer may request a waiver of this condition by writing a letter to the City Engineer explaining his/her reasons for requesting the waiver. The developer will be required to pay a waiver fee as adopted by current City Council Resolution and Ordinance.

2. The Developer shall sign a written agreement stating that he has made all such arrangements as may be necessary to coordinate and provide utility construction, relocation and undergrounding. All new utilities shall be constructed underground.

SURVEYING AND MONUMENTATION

All property corners shall be monumented by a person authorized to practice land surveying and a Record of Survey (or Corner Record if appropriate) shall be recorded.

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

Notice of Exemption

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

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

Project Title/Case No.: West Coast Arborist / PL22-0512

Project Location - Specific: The approximately 1.3-acre site is located on southern side of Montiel Road, north of Highway 78, west of Interstate 15, addressed as 1359 Montiel Road (Assessor Parcel No. 228-240-54-00).

Project Location - City: Escondido **Project Location** - **County**: San Diego

Description of Project: Modification to the Montiel Road Planning Area Development Plan, along with a Precise Development Plan and Conditional Use Permit to allow construction services and outdoor storage, including fleet and construction equipment storage as a conditionally permitted use. The request also includes a Precise Development Plan for the remodel of the exterior and interior of the existing 1,288 square foot building, demolition of three small accessory buildings, and 3,965 square foot building addition, along with site and street frontage improvements and landscaping. A Conditional Use Permit also is requested to allow the proposed use in conformance with the modification to the land-use matrix.

Name of Public Agency Approving Project: City of Escondido

Name of Person or Agency Carrying Out Project:

Name: West Coast Arborists, Inc (Pat Mahoney) Telephone: (714) 991-1900

Address: 2200 E. Via Burton Street, Anaheim, CA 92806

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

Exempt Status: The project is categorically exempt from further CEQA review pursuant to CEQA Guidelines section 15301 (Existing Facilities), section 15303 (New Construction of Small Structures), section 15305 (Minor Alteration in Land-Use Limitations), and section 15332 (Infill Development).

Reasons why project is exempt:

The 1.3-acre project site is within City limits and is surrounded by urban/commercial/industrial uses. The Project building additions would not exceed 10,000 square feet and all public facilities are available to serve the site. The project site has previous been used for office, warehouse and outdoor storage uses. The design of the project is consistent with the applicable Planned Commercial (PC) General Plan land-use designation and all applicable general plan policies as well as with applicable Montiel Road Planning Area regulations. It has been determined the project would not result in any significant impacts to traffic, noise, air quality, or water quality. The project site does not contain any sensitive habitat or is environmentally sensitive. All required utilities and public services can be provided to the site with existing facilities located within adjacent streets or easements.

Lead Agency Contact Person: Jay Paul, Planning Division Area Code/Telephone/Extension (760) 839-4537

Signature *JPaul* 3-23-2023

Jay Paul, Senior Planner Date

☒ Signed by Lead Agency Date received for filing at OPR: N/A

Attachment 3

Proposed Amendment (Text)
(Montiel Road Master Plan)

The following land use is added to the Land-Use Matrix:

Section 2.0 Land Uses

Use Title	Permitted	Conditional Use Permit
Contractor Office and Support Services (including warehouse facilities, and fleet and support equipment storage as accessory uses, but excluding outdoor storage of materials unless kept on fleet vehicles).		C

The following criteria is added to the Design Standards:

Section 3.0 Design Standards

3.1 Setbacks

d. Highway 78: No landscape setback shall be required for Assessor Parcel No. 228-290-54-00 along the Highway 78 frontage/Interstate 15 transition lanes and west property boundary.

RESOLUTION NO. 2023-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT FOR A CONTRACTOR SERVICES OFFICE AND OUTDOOR EQUIPMENT/FLEET STORAGE

WHEREAS, West Coast Arborists ("Applicant") filed a land use development application (Planning Case No. PL22-0512) constituting a request for an Amendment to the Montiel Road Planning Area Master Plan (land use matrix and development standards), along with a Precise Development Plan and Conditional Use Permit to allow construction services with fleet parking and construction equipment storage as a conditionally permitted use ("Project"), on approximately 1.3-acres located on the south side of Montiel Road, north of Highway 78, west of Interstate 15, addressed at 1359 Montiel Road (Assessor's Parcel Number 228-240-54-00), as more particularly described in Exhibit "A," which is attached hereto and made a part hereof as though fully set forth herein ("Property"); and

WHEREAS, the Application was submitted to, and processed by, the Development Services Department in accordance with the rules and regulations of the Escondido Zoning Code and the applicable procedures and time limits specified by the Permit Streamlining Act (Government Code Section 65920 et seq.) and the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"); and

WHEREAS, pursuant to CEQA and the CEQA Guidelines (Title 14 of California Code of Regulations, Section 15000 et. seq.), the City is the Lead Agency for the Project, as the public agency with the principal responsibility for approving the proposed Project; and

WHEREAS, pursuant to the California Environmental Quality Act, Public Resource Code section 21000 et seq. ("CEQA") the Project is categorically exempt from environmental review in conformance with CEQA Guidelines section 15301 (Existing Facilities), section 15303 (New Construction of Small Structures), section 15305 (Minor Alteration in Land-Use Limitations), and section 15332 (Infill Development); and

WHEREAS, the Planning Division studied the Application, performed necessary investigations, prepared a written report, and hereby recommends approval of the Project as depicted on the plan set shown in Exhibit "B," which is attached hereto and made a part hereof by this reference as though fully set forth herein; and

WHEREAS, the Planning Commission held a duly noticed public hearing on March 28, 2023 as prescribed by law, at which interested persons were given the opportunity to appear and present their views with respect to the Application. Evidence was submitted to and considered by the Planning Commission, including written and oral testimony from City staff, interested parties, and the public. Following the public hearing, the Planning Commission adopted Resolution No. 2023-06, recommending that the City Council approve the Project; and

WHEREAS, the City Council of the City of Escondido held a duly noticed public hearing on April 19, 2023 as prescribed by law, at which time the City Council received and considered the reports and recommendation of the Planning Division and Planning Commission, and gave all persons full opportunity to be heard and to present evidence and testimony regarding the Project. Evidence was submitted to and considered by the City Council, including without limitation:

a) Witten information including plans, studies, written and graphical information, and other material, submitted by the Applicant;

b) Oral testimony from City staff, interested parties, and the public;

c) The City Council staff report, dated April 19, 2023, which along with its attachments, and City staff's recommendation on the Project, is incorporated herein as though fully set forth herein;

d) The Planning Commission recommendation; and

e) Additional information submitted during the public hearing; and

WHEREAS, the City Clerk, whose office is located at 201 North Broadway, Escondido, California, 92025, is hereby designated as the custodian of the documents and other materials which constitute the

record of proceedings upon which the City Council's decision is based, which documents and materials shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

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

1. That the above recitations are true.

2. That the City Council has reviewed and considered the Notice of Exemption prepared for the Project in conformance with CEQA, the staff report dated April 19, 2023, and testimony given at the public hearing, and makes the determinative Factors to be Considered/Findings of Fact contained in Exhibit "C" hereto and incorporated by this reference.

3. That the Factors to be Considered/ Findings of Fact were made by the City Council, and upon their consideration along with the staff reports, public testimony presented at the hearing, and all other oral and written evidence on this Project, this City Council approves the Project, subject to the Conditions of Approval set forth in Exhibit "D" hereto and incorporated by this reference. The City Council expressly declares that is would not have made this decision except upon and subject to each and all of said conditions, each and all of which shall run with the land and be binding upon the Applicant, the owner, and all subsequent owners of the Property, and all persons who use the Property for the use permitted hereby.

4. That the City Council desires at this time and deems it to be in the best public interest to approve the Conditional Use Permit.

5. That this Conditional Use Permit and associated Precise Development Plan shall be valid for two years from the date of approval unless an Extension of Time is granted pursuant to Chapter 33, Article 61, Division 1 (Conditional Use Permits) and Division 9 (Zoning Administrator) of the Escondido Municipal Code.

6. That concurrently with this Resolution, the City Council is taking a number of actions i furtherance of the Project, as generally described by the April 19, 2003 City Council staff report. No single component of the series of actions made in connection with the Project shall be effective unless and until it is approved by an Ordinance or Resolution and is procedurally effective in the manner provided by state law. Therefore, this Resolution shall become effective and operative on the day immediately subsequent to the date that Ordinance No. 2023-44 becomes effective.

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

1. NOTICE IS HEREBY GIVEN that the Project is subject to certain fees described in the City of Escondido's Development Fee Inventory on file in both the Community Development Department and Public Works Department. Approval of this development project is conditioned upon payment of all applicable development fees and connection fees in the manner provided in Chapter 6 of the Escondido Municipal Code. The Project is also subject to dedications, reservations, and exactions, as specified in the Conditions of Approval.

2. NOTICE IS FURTHER GIVEN that the 90-day period during which to protest the imposition of any fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section6602.

EXHIBIT “A”

Legal Description

Resolution No. 2023-44

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

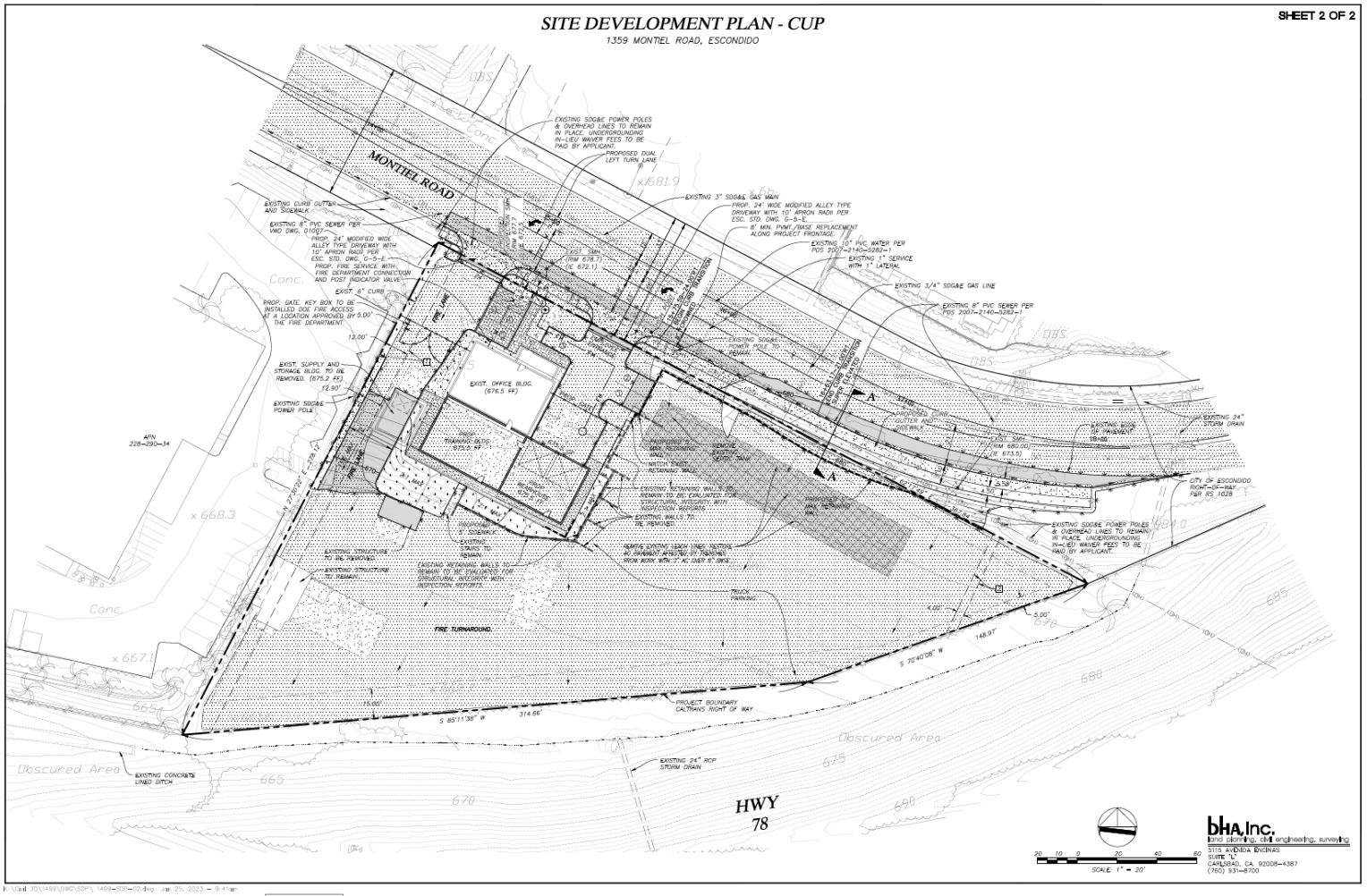
THAT PORTION OF LOTS 13 AND 14 IN BLOCK 1 OF RANCHO LOS VALLECITOS DE SAN MAROOS SHOWN ON MAP NO. 806, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 21, 1895, LYING NORTHERLY OF THE NORTHWESTERLY RIGHT OF WAY LINE OF THE INTERCHANGE OF STATE FREEWAYS 11-SD-78 AND 11-SD-15; SAID PORTION HEREBY CONVEYED DESCRIBED AS FOLLOWS:

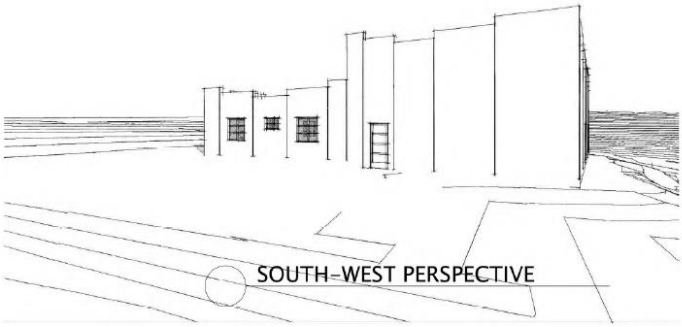
BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 13; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOTS 13 AND 14, SOUTH 62° 20' 58" EAST, 368.04 FEET TO SAID NORTHWESTERLY RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT OF WAY LINE, SOUTH 70° 39' 15" WEST, 149.23 FEET AND SOUTH 85° 12' 46" WEST, 314.42 FEET TO THE NORTHWESTERLY, LINE OF SAID LOT 13; THENCE ALONG LAST LINE, NORTH 27° 27' 59" EAST, 277.79 FEET TO THE POINT OF BEGINNING.

APN: 228-290-54-00

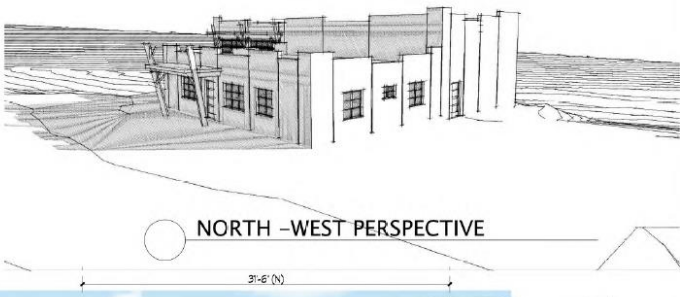
EXHIBIT "B"

Plans
Resolution No. 2023-44





SOUTH-WEST PERSPECTIVE



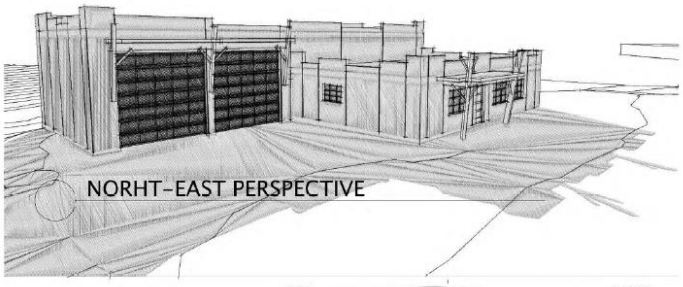
NORTH -WEST PERSPECTIVE

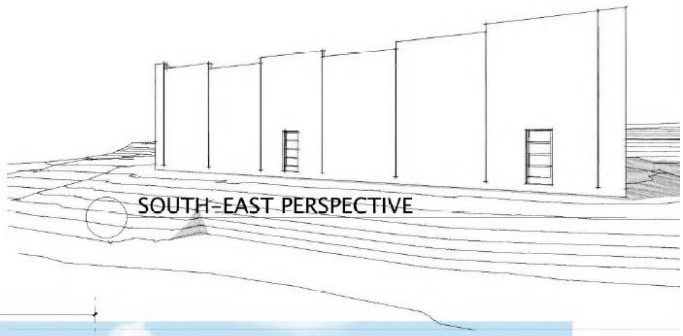
4 WEST ELEVATION

1 NORTH ELEVATION

EXTERIOR FINISHES

1. ROOF PARAPET
2. FLAT ROOF BEYOND
3. MAIN STUCCO COLOR WITH BREAKS
4. SHADE ROOF
5. DECORATIVE COLUMNS
6. OFFICE WINDOWS
7. OVERHEAD SECTIONAL DOORS
8. EXTERIOR DOORS



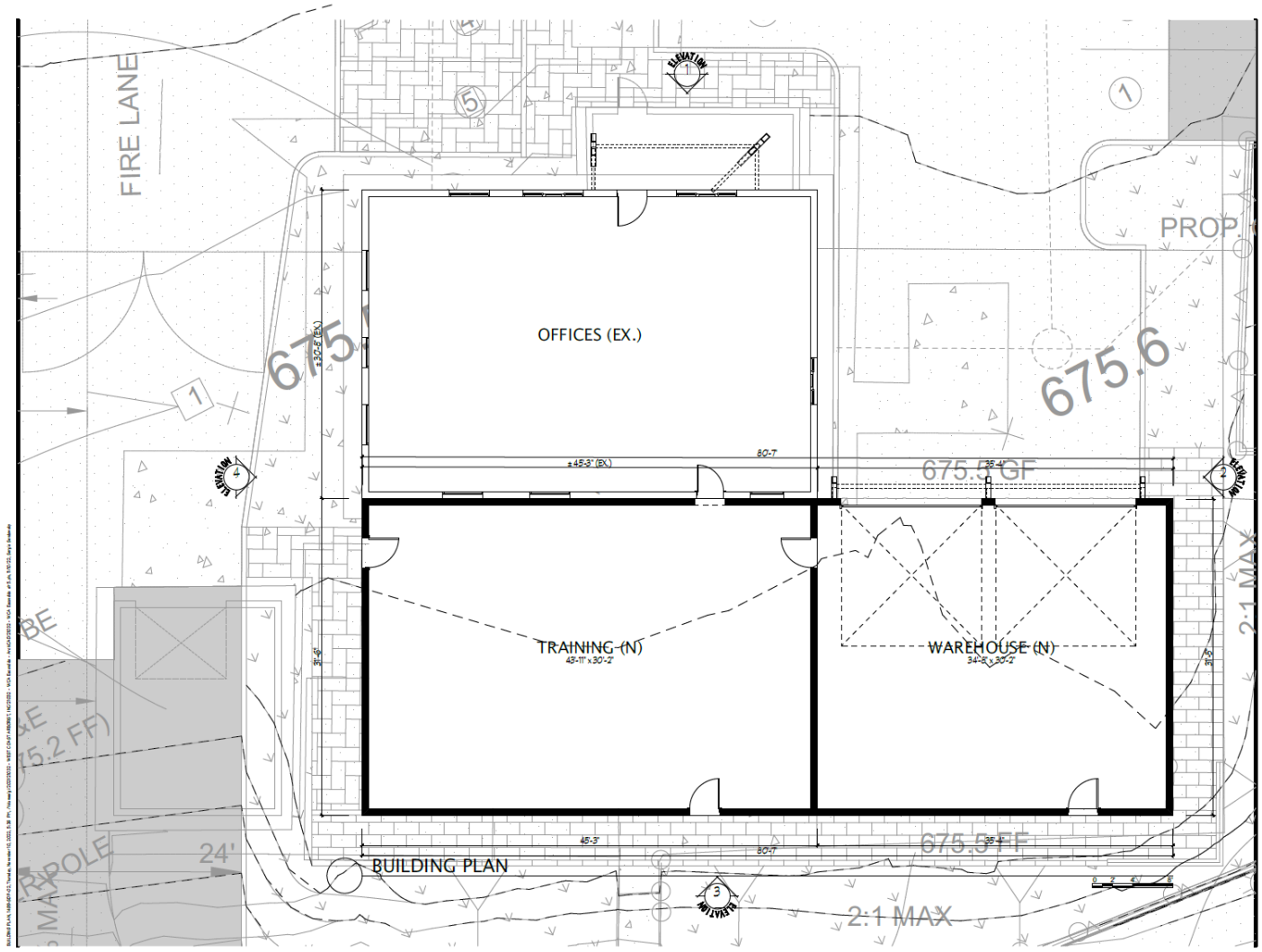


2 EAST ELEVATION

3 SOUTH ELEVATION

EXTERIOR FINISHES

1. ROOF PARAPET
2. FLAT ROOF BEYOND
3. MAIN STUCCO COLOR WITH BREAKS
4. SHADE ROOF
5. DECORATIVE COLUMNS
6. OFFICE WINDOWS
7. OVERHEAD SECTIONAL DOORS
8. EXTERIOR DOORS


FIRE LANE
OFFICES (EX.)
TRAINING (N)
43'-11" x 30'-2"
WAREHOUSE (N)
34'-8" x 30'-2"
675.6
675.3 GF
675.3 FF
PROP.
2:1 MAX
24'
BUILDING PLAN
ELEVATION

PLANT PALETTE

Street Trees
24" BOX such as:
Laurus nobilis (Sweet Bay)
Magnolia grandiflora 'Little Gem' (Magnolia 'Little Gem')
Umbellularia californica (California Laurel)

Entry and Interior Trees:
Variety to exhibit trees with different characteristics.
24" BOX such as:
Quercus virginiana (Southern Live Oak)
Tabebuia aurea (Caribbean Trumpet Tree)
Lagerstroemia indica (Crepe Myrtle
Eriobotrya deflexa (Bronze Loquat)
Palm Species

Freeway Screen Trees:
15 Gal. MIN. such as:
Lophostemon confertus (Brisbane Box)
Cupressus x leylandii (Leyland cypress)
Pinus thunbergii (Japanese Black Pine)

Perimeter Screening Shrubs
5 Gal. Min. - such as:
Photinia davidiana (Chinese Photinia)
Westringia fruticosa (Coast Rosemary)
Dodonaea viscosa 'Purpurea' (Purple Hopseed Bush)

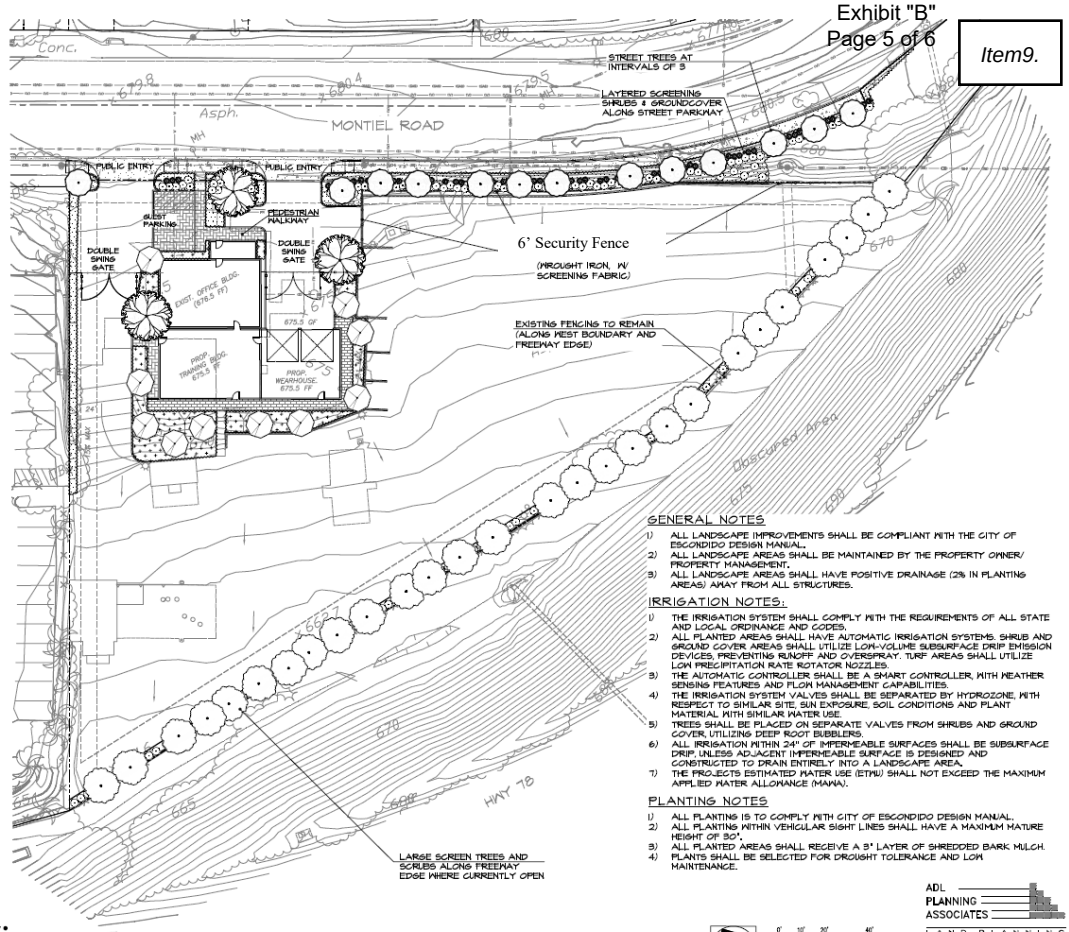
Parkway Shrubs
1 Gal. Min. - such as:
Lomandra longifolia 'Breese' (Dwarf Mat Rush)
Callistemon x viminalis 'Little John' (Bottlebrush Little John)

Perimeter Groundcover
1 Gal. or flats - such as:
Myoporum parvifolium (Myoporum)
Rosmarinus officinalis (Rosemary)

Interior Shrubs and Ground Cover
5 Gal, 1 Gal, or Liners - such as:
Agapanthus africanus (Lily of the Nile)
Agave attenuate (Foxtail Agave)
Salvia leucantha (Mexican Bush Sage)
Strelitzia reginae (Bird of Paradise)
Myoporum parvifolium (Myoporum)
Lomandra longifolia 'Breeze' (Dwarf Mat Rush)
Baccharis pilularis (Dwarf Coyote Bush)
Rosmarinus officinalis (Rosemary)

6' Security Fence

WROUGHT IRON STYLE FENCE
(SHOWN WITHOUT SCREENING FABRIC AND PLANT MATERIAL)
(GATES TO BE OF SAME STYLE)



GENERAL NOTES

1) ALL LANDSCAPE IMPROVEMENTS SHALL BE COMPLIANT WITH THE CITY OF ESCONDIDO DESIGN MANUAL.
2) ALL LANDSCAPE AREAS SHALL BE MAINTAINED BY THE PROPERTY OWNER/ PROPERTY MANAGEMENT.
3) ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE (2% IN PLANTING AREAS) AWAY FROM ALL STRUCTURES.

IRRIGATION NOTES:

1) THE IRRIGATION SYSTEM SHALL COMPLY WITH THE REQUIREMENTS OF ALL STATE AND LOCAL ORDINANCE AND CODES.
2) ALL PLANTED AREAS SHALL HAVE AUTOMATIC IRRIGATION SYSTEMS. SHRUB AND GROUND COVER AREAS SHALL UTILIZE LOW-VOLUME SUBSURFACE DRIP EMISSION DEVICES, PREVENTING RUNOFF AND OVERSPRAY. TURF AREAS SHALL UTILIZE LOW PRECIPITATION RATE ROTATOR NOZZLES.
3) THE AUTOMATIC CONTROLLER SHALL BE A SMART CONTROLLER, WITH WEATHER SENSING FEATURES AND FLOW MANAGEMENT CAPABILITIES.
4) THE IRRIGATION SYSTEM VALVES SHALL BE SEPARATED BY HYDROZONE, WITH RESPECT TO SIMILAR SITE, SUN EXPOSURE, SOIL CONDITIONS AND PLANT MATERIAL WITH SIMILAR WATER USE.
5) TREES SHALL BE PLACED ON SEPARATE VALVES FROM SHRUBS AND GROUND COVER, UTILIZING DEEP ROOT BUBBLERS.
6) ALL IRRIGATION WITHIN 24" OF IMPERMEABLE SURFACES SHALL BE SUBSURFACE DRIP, UNLESS ADJACENT IMPERMEABLE SURFACE IS DESIGNED AND CONSTRUCTED TO DRAIN ENTIRELY INTO A LANDSCAPE AREA.
7) THE PROJECTS ESTIMATED WATER USE (ETWU) SHALL NOT EXCEED THE MAXIMUM APPLIED WATER ALLOWANCE (MAWA).

PLANTING NOTES

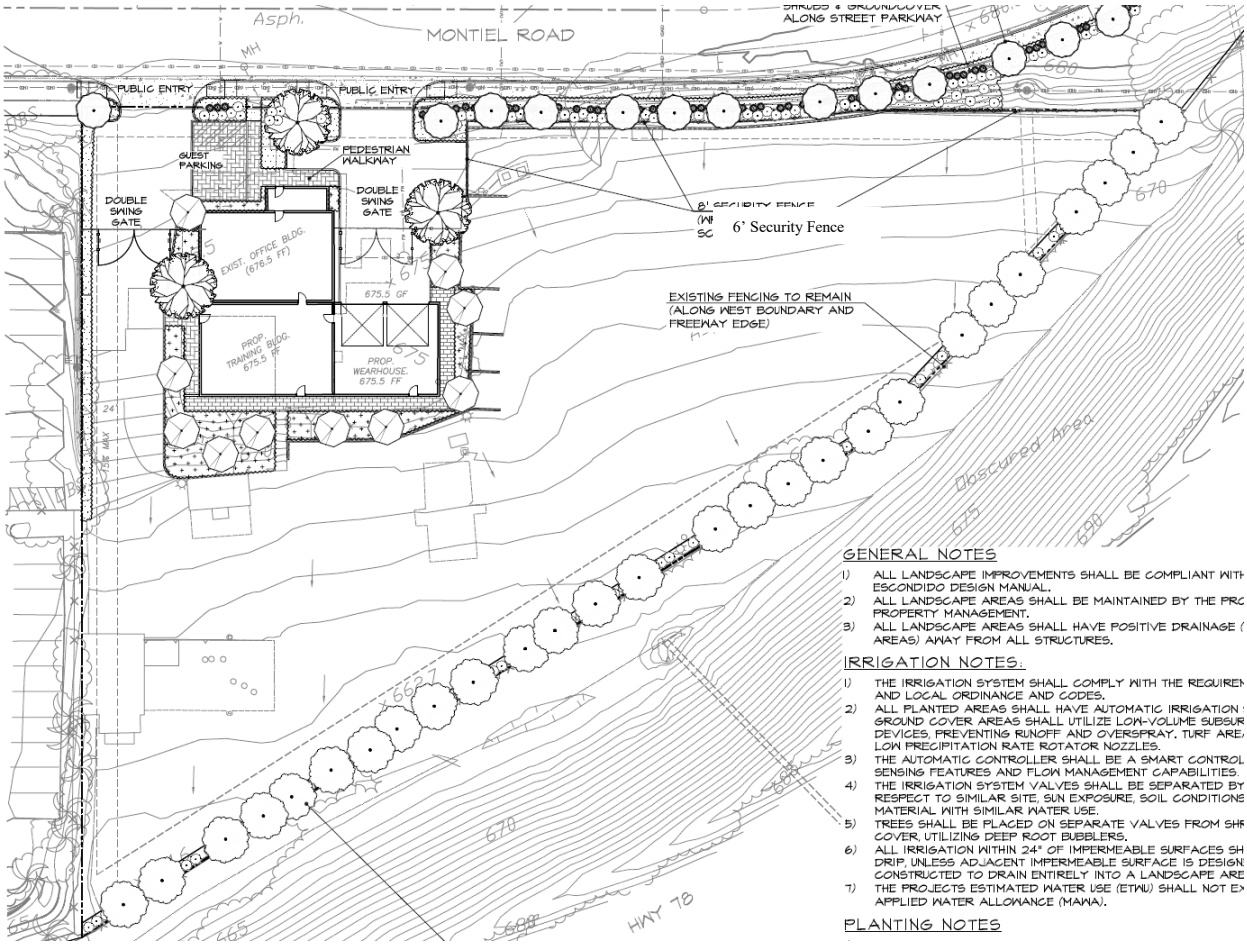
1) ALL PLANTING IS TO COMPLY WITH CITY OF ESCONDIDO DESIGN MANUAL.
2) ALL PLANTING WITHIN VEHICULAR SIGHT LINES SHALL HAVE A MAXIMUM MATURE HEIGHT OF 30".
3) ALL PLANTED AREAS SHALL RECEIVE A 3" LAYER OF SHREDDED BARK MULCH.
4) PLANTS SHALL BE SELECTED FOR DROUGHT TOLERANCE AND LOW MAINTENANCE.

ADL PLANNING ASSOCIATES
LAND PLANNING
LANDSCAPE ARCHITECTURE
2979 STATE STREET SUITE "C"
CARLSBAD, CA. 92008
PH(760)729-0837 FAX:(760)729-0334

0' 10' 20' 40'

FEBRUARY 8, 2023

Landscape Concept Plan for:
West Coast Arborist



GENERAL NOTES

1) ALL LANDSCAPE IMPROVEMENTS SHALL BE COMPLIANT WITH ESCONDIDO DESIGN MANUAL.
2) ALL LANDSCAPE AREAS SHALL BE MAINTAINED BY THE PRO PROPERTY MANAGEMENT.
3) ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE (AREAS) AWAY FROM ALL STRUCTURES.

IRRIGATION NOTES:

1) THE IRRIGATION SYSTEM SHALL COMPLY WITH THE REQUIREM AND LOCAL ORDINANCE AND CODES.
2) ALL PLANTED AREAS SHALL HAVE AUTOMATIC IRRIGATION GROUND COVER AREAS SHALL UTILIZE LOW-VOLUME SUBSUR DEVICES, PREVENTING RUNOFF AND OVERSPRAY. TURF ARE LOW PRECIPITATION RATE ROTATOR NOZZLES.
3) THE AUTOMATIC CONTROLLER SHALL BE A SMART CONTROL SENSING FEATURES AND FLOW MANAGEMENT CAPABILITIES.
4) THE IRRIGATION SYSTEM VALVES SHALL BE SEPARATED BY RESPECT TO SIMILAR SITE, SUN EXPOSURE, SOIL CONDITIONS MATERIAL WITH SIMILAR WATER USE.
5) TREES SHALL BE PLACED ON SEPARATE VALVES FROM SHR COVER, UTILIZING DEEP ROOT BUBBLERS.
6) ALL IRRIGATION WITHIN 24" OF IMPERMEABLE SURFACES SH DRIP, UNLESS ADJACENT IMPERMEABLE SURFACE IS DESIGN CONSTRUCTED TO DRAIN ENTIRELY INTO A LANDSCAPE ARE
7) THE PROJECTS ESTIMATED WATER USE (ETWU) SHALL NOT E APPLIED WATER ALLOWANCE (MAWA).

PLANTING NOTES

Typical Layered Landscape along Montiel where screening of yard is desired (To include trees, vertical screening shrubs and low shrubs)
Landscape material removed from image in this location only, to allow view of fencing behind

EXHIBIT "C"

FACTORS TO BE CONSIDERED / FINDINGS OF FACT

Resolution No. 2023-44

PLANNING CASE NUMBER: PL22-0512

Conditional Use Permit Determinations

1. Granting the Conditional Use Permit to allow for contractor services along with fleet and outdoor equipment storage is based on sound principles of land use because adequate parking, access, on-site circulation, utilities, storm water facilities, and landscaping would be provided (as detailed in the staff report). The proposed Project would not diminish the quality of life standards of the General Plan because the Project would not materially degrade the level of service on adjacent streets or public facilities, nor create excessive noise, and adequate public services are currently provided on-site. The proposed development would be well integrated into its surroundings because the proposed structures would incorporate compatible architectural design, materials, and colors, and the Project would not be visually obstructive or disharmonious with surrounding areas, or harm major views from adjacent properties. The proposed use is in response to services required by the community because the facility provides a North County satellite for professional tree maintenance and management services to municipalities and public agencies. Appropriate conditions have been incorporated to address any potential impacts related to storage of equipment/materials and operations.

2. The proposed Conditional Use Permit will not cause deterioration of bordering land uses or create special problems for the area in which it is located. The Engineering/Traffic Division determined that all vehicular traffic generated by the Project would be accommodated safely and would not create any adverse impacts to the adjacent roadways or intersections. On-site processing of materials is not permitted and therefore would not create any adverse noise impacts to adjacent uses. On-site grading would be minimal and the street along the site frontage would be improved to include appropriate road widening, curb, gutter and sidewalk. The proposed modification to the building and additions would be consistent with the height limits of the planned development and compatible with one- and two-story residential and commercial/industrial developments along Montiel Road. The building architecture includes a more contemporary style and utilizes certain exterior elements and materials to be compatible with the mix of architectural styles and materials throughout the area. In addition, the site will be landscaped to further soften and screen views into the site from the adjacent roadways. The proposal meets the purpose of the Municipal and Zoning Codes as it would be consistent with the established rules of the proposed zoning district.

3. The proposed Conditional Use Permit has been considered in relationship to its effect on the neighborhood and it has been determined to be compatible with the surrounding commercial, industrial and residential properties and General Plan policies because the use would not create any land use or other adverse impacts that are not adequately mitigated. The Conditional Use Permit is subject to conditions of approval necessary and desirable to preserve the public health, safety, and general welfare. The use also would not create any excessive noise, traffic, or other adverse impacts, as noted in the sections above.

EXHIBIT "D"

CONDITIONS OF APPROVAL

Resolution No. 2023-44
PLANNING CASE NO. PL22-0512

This Project is conditionally approved as set forth on the application received by the City of Escondido October 12, 2022, and the Project drawings consisting of Site Plans, Floor Plans, Sections, Architectural Elevations, Civil Sheets/Grading, Concept Landscape Plans and Colored Elevations; all designated as approved on April 19, 2023, and shall not be altered without express authorization by the Development Service Department.

For the purpose of these conditions, the term "Applicant" shall also include the Project proponent, owner, permittee, and the Applicant's successors in interest, as may be applicable.

A. General:

1. **Acceptance of Permit.** If the Applicant fails to file a timely and valid appeal of this Permit within the applicable appeal period, such inaction by the Applicant shall be deemed to constitute all of the following on behalf of the Applicant:

   a. Acceptance of the Permit by the Applicant; and

   b. Agreement by the Applicant to be bound by, to comply with, and to do all things required of or by the Applicant pursuant to all of the terms, provisions, and conditions of this Project Permit or other approval and the provisions of the Escondido Municipal Code or Zoning Code applicable to such Permit.

2. **Permit Expiration.** The rights granted within this Permit shall be utilized within two years from the date this approval, or the expiration date of any extension granted in accordance with the Escondido Municipal Code and Zoning Code, or it shall expire and become null and void.

3. **Certification.** The Director of Development Services, or his/her designee, is authorized and directed to make, or require the Applicant to make, all corrections and modifications to the Project drawings and any other relevant document comprising the Project in its entirety, as necessary to make them internally consistent and in conformity with the final action on the Project. This includes amending the Project drawings as necessary to incorporate revisions made by the decision-making body and/or reflecting any modifications identified in these conditions of approval. A final Approved Plan set, shall be submitted to the Planning Division for certification electronically. Said plans must be certified by the Planning Division prior to submittal of any post-entitlement permit, including grading, public improvement, landscape, or building plans for the Project.

4. **Conformance to Approved Plans.**

   a. The operation and use of the subject property shall be consistent with the Project Description and Details of Request, designated with the Approved Plan set.

b. Nothing in this Permit shall authorize the Applicant to intensify the authorized activity beyond that which is specifically described in this Permit.

c. Once a permit has been issued, the Applicant may request Permit modifications. “Minor" modifications may be granted if found by the Director of Development Services to be in substantial conformity with the Approved Plan set, including all exhibits and Permit conditions attached hereto. Modifications beyond the scope described in the Approved Plan set may require submittal of an amendment to the Permit and approval by the authorized agency.

5. Limitations on Use. Prior to any use of the Project site pursuant to this Permit, all Conditions of Approval contained herein shall be completed or secured to the satisfaction of the Development Services Department.

6. Certificate of Occupancy.

a. No change in the character of occupancy or change to a different group of occupancies as described by the Building Code shall be made without first obtaining a Certificate of Occupancy from the Building Official, as required, and any such change in occupancy must comply with all other applicable local and state laws.

b. Prior to final occupancy, a Planning Final Inspection shall be completed to ensure that the property is in full compliance with the Permit terms and conditions. The findings of the inspection shall be documented on a form and content satisfactory to the Director of Development Services.

7. Availability of Permit Conditions.

a. Prior to building and/or grading permit issuance, the Applicant shall cause a covenant regarding real property to be recorded that sets forth the terms and conditions of this Permit approval and shall be of a form and content satisfactory to the Director of Development Services.

b. The Applicant shall make a copy of the terms conditions of this Permit readily available to any member of the public or City staff upon request. Said terms and conditions shall be printed on any construction plans that are submitted to the Building Division for plan check processing.

8. Right to Entry. The holder of this Permit shall make the premises available for inspection by City staff during construction or operating hours and allow the investigations of property necessary to ensure that minimum codes, regulations, local ordinances and safety requirements are properly followed. The Applicant shall provide such business records, licenses, and other materials necessary upon request to provide evidence of compliance with the conditions of approval, as well as federal, state, or laws.

9. **Compliance with Federal, State, and Local Laws.** Nothing in this Permit shall relieve the Applicant from complying with conditions, performance standards, and regulations generally imposed upon activities similar in nature to the activity authorized by this permit. (Permits from other agencies may be required as specified in the Permit's Details of Request.) This Permit does not relieve the Applicant of the obligation to comply with all applicable statutes, regulations, and procedures in effect at the time that any engineering permits or building permits are issued unless specifically waived herein.

   No part of this Permit's approval shall be construed to permit a violation of any part of the Escondido Municipal or Zoning Code. During Project construction and after Project completion, the Applicant shall ensure the subject land use activities covered by this Permit is conducted in full compliance with all local and state laws.

10. **Fees.** The appropriate development fees and Citywide Facility fees shall be paid in accordance with the prevailing fee schedule in effect at the time of building permit issuance, to the satisfaction of the Director of Development Services. Through plan check processing, the Applicant shall pay development fees at the established rate. Such fees may include, but not be limited to: Permit and Plan Checking Fees, Water and Sewer Service Fees, School Fees, Traffic Mitigation Fees, Flood Control Mitigation Fees, Park Mitigation Fees, Fire Mitigation/Cost Recovery Fees, and other fees listed in the Fee Schedule, which may be amended. Arrangements to pay these fees shall be made prior to building permit issuance to the satisfaction of the Development Services Department.

    Approval of this development project is conditioned upon payment of all applicable development fees and connection fees in the manner provided in Chapter 6 of the Escondido Municipal Code.

11. **Public Art Partnership Program.** All requirements of the Public Art Partnership Program, Ordinance No. 86-70 shall be satisfied prior to any building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.

12. **Clerk Recording.**

    a. State Law (SB 1535), effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. If the Project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with State law, or if the Project was analyzed through a negative declaration or environmental impact report, the Applicant shall remit to the City of Escondido Planning Division, within two working days of the effective date of the adoption of the environmental document, a check payable to the "San Diego County Clerk," in the amount that is published by the County Clerk's Office. Failure to remit the required fees in full within the specified time noted above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. In addition, Section 21089(b) of the Public Resources Code, and Section 711.4(c) of the Fish and Game Code provide that no project shall be operative, vested, or final until all the required filing fees are paid. The County Clerk's Office filing fees for other environmental review documents are adjusted

annually by the California Department of Fish and Wildlife. If the fee increase after the date of this approval, the Applicant shall be responsible for the increase.

b. For more information on filing fees, please refer to the County Clerk's Office and/or the California Code of Regulations, Title 14, Section 753.5.

13. **Legal Description Adequacy.** The legal description attached to the application has been provided by the Applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.

14. **Application Accuracy.** The information contained in the application and all attached materials are assumed to be correct, true, and complete. The City of Escondido is relying on the accuracy of this information and Project-related representations in order to process this application. Any permits issued by the City may be rescinded if it is determined that the information and materials submitted are not true and correct. The Applicant may be liable for any costs associated with rescission of such permits.

15. **Revocation, Suspension, Modification.** At any time after Project implementation, the City may require a noticed public hearing to be scheduled before the Planning Commission to determine if there has been demonstrated a good faith intent to proceed in reliance on this approval. This item may be referred to the appropriate decision-making body upon recommendation of the Director of Development Services for review and possible revocation or modification of the Permit regarding non-compliance with the Conditions of Approval.

    This Permit may be revoked, suspended or modified by the Planning Commission, or by the City Council on appeal, at any time regardless of who is the owner of the subject property or who has the right to possession thereof or who is using the same at such time, whenever, after a noticed hearing, and after the following findings are fully investigated:

    a. A violation of any term or condition not abated, corrected or rectified within the time specified on the notice of violation; or

    b. A violation of any City ordinance, state law, or federal law not abated, corrected or rectified within the time specified on the notice of violation; or

    c. The use as presently conducted creates or constitutes a nuisance.

16. **Indemnification, Hold Harmless, Duty to Defend.**

    a. The Applicant shall indemnify, hold harmless, and defend (with counsel reasonably acceptable to the City) the City, its Councilmembers, Planning Commissioners, boards, commissions, departments, officials, officers, agents, employees, and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, at law or in equity, including without limitation the payment of all consequential damages and attorney's fees and other

related litigation costs and expenses (collectively, “Claims”), of every nature caused by, arising out of, or in connection with (i) any business, work, conduct, act, omission, or negligence of the Applicant or the owner of the Property (including the Applicant’s or the owner of the Property’s contractors, subcontractors, licensees, sublessees, invitees, agents, consultants, employees, or volunteers), or such activity of any other person that is permitted by the Applicant or owner of the Property, occurring in, on, about, or adjacent to the Property; (ii) any use of the Property, or any accident, injury, death, or damage to any person or property occurring in, on, or about the Property; or (iii) any default in the performance of any obligation of the Applicant or the owner of the Property to be performed pursuant to any condition of approval for the Project or agreement related to the Project, or any such claim, action, or proceeding brought thereon. Provided, however, that the Applicant shall have no obligation to indemnify, hold harmless, or defend the City as to any Claims that arise from the sole negligence or willful misconduct of the City. In the event any such Claims are brought against the City, the Applicant, upon receiving notice from the City, shall defend the same at its sole expense by counsel reasonably acceptable to the City and shall indemnify the City for any and all administrative and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney’s fees (including the full reimbursement of any such fees incurred by the City’s outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City).

b. The Applicant further and separately agrees to and shall indemnify, hold harmless, and defend the City (including all Indemnified Parties) from and against any and all Claims brought by any third party to challenge the Project or its approval by the City, including but not limited to any Claims related to the Project’s environmental determinations or environmental review documents, or any other action taken by the City regarding environmental clearance for the Project or any of the Project approvals. Such indemnification shall include the Applicant’s payment for any and all administrative and litigation costs and expenses incurred by the City in defending against any such Claims, including payment for all administrative and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney's fees (including the full reimbursement of any such fees incurred by the City’s outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City and the Project).

c. The City, in its sole discretion and upon providing notice to the Applicant, may require the Applicant to deposit with the City an amount estimated to cover costs, expenses, and fees (including attorney’s fees) required to be paid by the Applicant in relation to any Claims referenced herein, which shall be placed into a deposit account from which the City may draw as such costs, expenses, and fees are incurred. Within 14 days after receiving written notice from the City, the Applicant shall replenish the deposit account in the amount the City determines is necessary in the context of the further defense of such Claims. To the extent such deposit is required by the City, the amount of such deposit and related terms and obligations shall be expressed in a written Deposit Account Agreement, subject to the City Attorney’s approval as to form. The City, in its sole and

reasonable discretion, shall determine the amount of any initial deposits or subsequent deposits of funds, and the Applicant may provide documentation or information for the City to consider in making its determinations. Nothing within this subsection shall be construed as to relieve the Applicant's obligations to indemnify, hold harmless, or defend the City as otherwise stated herein.

B. Construction, Maintenance, and Operation Obligations:

1. **Code Requirements.** All construction shall comply with the applicable requirements of the Escondido Municipal Code, Escondido Zoning Code, California Building Code; and the requirements of the Planning Division, Engineering Services Department, Director of Development Services, Building Official, City Engineer, and the Fire Chief in carrying out the administration of said codes. Approval of this Permit request shall not waive compliance with any City regulations in effect at the time of Building Permit issuance unless specifically waived herein.

   As a condition of receiving the land use approvals specified herein, Applicant shall maintain the property subject to the approvals in compliance with all applicable city codes governing the condition or appearance of property. In addition to compliance with such basic standards, the property subject to these approvals shall also be maintained free of trash, plant debris, weeds, and concrete (other than existing foundations and permanent structures). Any signs placed on the property advertising such property for sale or rent shall be in accordance with applicable laws, and be kept clean, in like-new condition, and free from fading and graffiti at all times. This condition shall be applicable from the date the land use is approved. The failure to comply with this condition shall subject the approvals specified herein to revocation for failure to comply.

2. **Agency License and Permitting.** In order to make certain on- or off-site improvements associated with the Approved Plan set, the Permit request may require review and clearance from other agencies. Nothing in these Conditions of Approval shall be construed as to waive compliance with other government agency regulations or to obtain permits from other agencies to make certain on- or off-site improvements prior to Final Map recordation, grading permit issuance, building permit issuance, or certificate of occupancy as required. This review may result in conditions determined by the reviewing agency.

   At all times during the effective period of this Permit, the Applicant and any affiliated responsible party shall obtain and maintain in valid force and effect, each and every license and permit required by a governmental agency for the construction, maintenance, and operation of the authorized activity.

3. **Utilities.** All new utilities and utility runs shall be underground, or fee payment in-lieu subject to the satisfaction of the City Engineer.

4. **Signage.** All proposed signage associated with the Project must comply with Article 66 (Sign Ordinance) of the Escondido Zoning Code. Separate sign permits will be required for Project signage. All non-conforming signs shall be removed. The Applicant shall submit with any sign permit graphic/list of all signs to be removed and retained, along with any new signage proposed.

5. **Noise.** All Project generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08).

6. **Lighting.** All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting Ordinance) of the Escondido Zoning Code.

7. **General Property Maintenance.** The property owner or management company shall maintain the property in good visual and functional condition. This shall include, but not be limited to, all exterior elements of the buildings such as paint, roof, paving, signs, lighting and landscaping. The Applicant shall paint and re-paint all building exteriors, accessory equipment, and utility boxes servicing the Project, as necessary to maintain clean, safe, and efficient appearances.

8. **Anti-Graffiti.** The Applicant shall remove all graffiti from buildings and wall surfaces within 48 hours of defacement, including all areas of the job site for when the Project is under construction.

9. **Anti-Litter**. The site and surrounding area shall be maintained free of litter, refuse, and debris. Cleaning shall include keeping all publicly used areas free of litter, trash, and garbage.

10. **Roof, Wall, and Ground Level Equipment.** All mechanical equipment shall be screened and concealed from view in accordance with Section 33-1085 of the Escondido Zoning Code.

11. **Trash Enclosures.** All appropriate trash enclosures or other approved trash systems shall be approved by the Planning and Engineering Division. The property owner or management company shall be responsible for ensuring that enclosures are easily assessable for garbage and recyclables collection; and that the area is managed in a clean, safe, and efficient manner. Trash enclosure covers shall be closed when not in use. Trash enclosures shall be regularly emptied. There shall be the prompt removal of visible signs of overflow of garbage, smells emanating from enclosure, graffiti, pests, and vermin.

12. **Staging Construction Areas.** All staging areas shall be conducted on the subject property, subject to approval of the Engineering Department. Off-site staging areas, if any, shall be approved through the issuance of an off-site staging area permit/agreement.

13. **Disturbance Coordinator.** The Applicant shall designate and provide a point-of-contact whose responsibilities shall include overseeing the implementation of Project, compliance with Permit terms and conditions, and responding to neighborhood concerns.

14. **Construction Waste Reduction, Disposal, and Recycling.** Applicant shall recycle or salvage for reuse a minimum of 65% of the non-hazardous construction and demolition waste for residential projects or portions thereof in accordance with either Section 4.408.2, 4.408.3, or 4.408.4 of the California Green Building Standards Code; and/or for non-residential projects or portions thereof in accordance with either Section 5.408.1.1, 5.408.1.2, or 5.408.1.3 of the California Green Building Standards Code. In order to ensure compliance with the waste diversion goals for all residential and non-residential construction projects, the Applicant must submit appropriate documentation as described in Section 4.408.5 of the California Green Building Standards Code for residential projects or portions thereof, or Section 5.408.1.4 for non-

residential projects or portions thereof, demonstrating compliance with the California Green Building Standards Code sections cited above.

15. **Construction Equipment Emissions.** Applicant shall incorporate measures that reduce construction and operational emissions. Prior to the City's issuance of the demolition and grading permits for the Project, the Applicant shall demonstrate to the satisfaction of the Planning Division that its construction contractor will use a construction fleet wherein all 50-horsepower or greater diesel-powered equipment is powered with California Air Resources Board ("CARB") certified Tier 4 Interim engines or equipment outfitted with CARB-verified diesel particulate filters. An exemption from this requirement may be granted if (i) the Applicant provides documentation demonstrating that equipment with Tier 4 Interim engines are not reasonably available, and (ii) functionally equivalent diesel PM emission totals can be achieved for the Project from other combinations of construction equipment. Before an exemption may be granted, the Applicant's construction contractor shall demonstrate to the satisfaction of the Director of Development Services that (i) at least two construction fleet owners/operators in San Diego County were contacted and those owners/operators confirmed Tier 4 Interim equipment could not be located within San Diego County during the desired construction schedule, and (ii) the proposed replacement equipment has been evaluated using the California Emissions Estimator Model ("CalEEMod") or other industry standard emission estimation method, and documentation provided to the Planning Division confirms that necessary project-generated functional equivalencies in the diesel PM emissions level are achieved.

16. **Phasing.** A phasing plan shall be submitted for all projects which include more than one building. The phasing plan shall identify the order in which all on- and off-site improvements will be installed, including triggers for improvements resulting from mitigation measures placed on the project through the environmental review process or required for General Plan conformance. The plan shall also identify the order in which structures will be built and occupied, the location of construction fencing at each phase of construction, and any other means necessary to prevent conflicts between construction traffic and users of the occupied buildings. The phasing plan shall be approved by the City Planner, Building Official, City Engineer and Fire Marshal prior to the issuance of a grading permit for the project. The phasing plan shall not be modified without written consent from the City of Escondido.

C. Parking and Loading/Unloading.

1. A minimum of 10 parking spaces shall be provided on the site. The amount of parking spaces may vary based on use of the site, in accordance with the City's Parking Ordinance (Article 39), and as determined by the Director of Development Services. Said parking spaces provided by the Applicant, and any additional parking spaces provided above the required minimum amount, shall be dimensioned per City standards and be maintained in a clean, well-marked condition. The striping shall be drawn on the plans or a note shall be included indicating double-striping per City standards. Parking is based on the following calculations:

Office (1:300 ratio)	1,288 SF = 4.29 spaces
Training/Office (1:300 ratio)	1,325 SF = 4.41 spaces
Warehouse (1:800 ratio)	1,-045 SF = 1.30 spaces
Total required	10 spaces

2. Parking for disabled persons shall be provided (including "Van Accessible" spaces) in full compliance with the State Building Code.

3. In accordance with the California Green Building Standard Code,clean air vehicles (CAV) parking spaces shall be shown on the revised site plan to the satisfaction of the Planning and Building Divisions.

4. No contractor or employee may store, or permit to be stored, a commercial or construction vehicle/truck; or personal vehicle, truck, or other personal property on public-right-of-way or other public property without permission of the City Engineer.

D. Landscaping: The property owner or management company assumes all responsibility for maintaining all on-site landscaping; any landscaping in the public right-of-way adjacent to the property, including potted plants; and any retaining and freestanding walls in a manner that satisfies the conditions contained herein.

1. Landscaped areas shall be maintained in a flourishing manner. Appropriate irrigation shall be provided for all landscape areas and be maintained in a fully operational condition.

2. All existing planting and planter areas, including areas within the public right-of-way, shall be repaired and landscaping brought into compliance with current standards. All dead plant material shall be removed and replaced by the property owner or management company.

3. If at the time of planning final inspection that it is determined that sufficient screening is not provided, the Applicant shall be required to provide additional landscaping improvements to the satisfaction of the Planning Division.

4. The landscaped areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan.

5. Failure to maintain landscaping and the site in general may result in the setting of a public hearing to revoke or modify the Permit approval.

6. Landscaping Plans. Applicant shall install all required improvements including screening walls, retaining walls, storm improvements, and landscaping in substantial conformance to the planting and irrigation schedule as shown on the final Approved Plan set.

a. A final landscape and irrigation plan shall be submitted to the Engineering Services Department for review and approval, if meeting any of the criteria listed under Section 33-1323 of the Zoning Code. Five copies of detailed landscape and irrigation plans shall be submitted to the Engineering Services Department with the second submittal lf the grading plan. The initial submittal of the landscape plans shall include the required plan check fees, paid in accordance with the prevailing fee schedule in effect at the time of submittal. Details of Project fencing and walls, including materials and colors, shall be provided on the landscape plans. (Building permits may also be required.) The landscape and irrigation plans shall be reviewed and approved by the Planning Division and Engineering Services Department prior to issuance of grading permits, and shall be equivalent or superior to the conceptual landscape plans included as part of the Approved

Plan set, to the satisfaction of the Planning Division. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Landscape Standards) of the Escondido Zoning Code, except where stricter requirements are imposed by the State of California.

b. Screening walls, retaining walls, storm improvements, and landscaping (i.e. planting and irrigation) is to be provided prior to final occupancy.

c. The installation of the landscaping and irrigation shall be inspected by the Project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The Applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.

d. Any new freestanding walls and/or retaining walls shall incorporate decorative materials or finishes, and shall be indicated on the landscaping plans. (Building permits may also be required.) All freestanding walls visible from points beyond the Project site shall be treated with a protective sealant coating to facilitate graffiti removal. The sealant shall be a type satisfactory to the Director of Development Services.

e. New or retrofitted trash enclosures shall accommodate vertical climbing plants, vines with support trellis panels, clinging non-deciduous or fast growing shrubbery that will screen the enclosures wall surface. The Director of Development Services shall find that the proposed landscaping design, material, or method provides approximate equivalence to the specific requirements of this condition or is otherwise satisfactory and complies with the intent of these provisions.

E. Specific Planning Division Conditions:

1. Outdoor storage shall be limited to landscape stock (e.g., trees and similar materials in planter pots/boxes). Any other storage shall be completed screen within a full enclosed building (e.g., landscape materials such as soils, fertilizers, pallets, pots, etc.). No green waste materials and tree branches/trunks etc., shall be stored/staged outdoors. Outdoor storage areas and screening requirements may be modified through the administrative Plot Plan process with appropriate screening provided, as determined by the Director of Development Services.

2. No processing of landscape materials is permitted (e.g., shredding, mulching, wood splitting etc.).

3. The use of trash bins must be within a trash enclosure designed in accordance with the City's Trash Enclosure Guidelines. If residential type trash bins are used, they shall be stored within an appropriate fenced and screened enclosure area. Vinyl-clad chain-link fencing with appropriate slats may be allowed.

4. Chain-link fencing with tan screening material is allowed along the Highway 78 frontage to enhance with screening in conjunction with the perimeter landscaping. Other colored screening mesh type materials also may be used (such as brown, green, etc.) that blends with the adjacent landscape areas.

5. Decorative tube steel fencing (min. 6 feet in height) shall be installed along the Montiel Road frontage, to include heavy green mesh screening materials attached to the back side of the fence. Dense shrubs shall be planted and maintained on the street side of the fencing, along with evergreen trees. The entry/security gates shall utilized the same decorative tube steel materials as the security/screening fencing along Montiel Road.

6. The two roll-up doors facing Montiel Road shall be used for short-term parking of vehicles engaged in the loading/offloading of materials into the warehouse. After loading activites have ceased, the vehicles shall be parked in the dedicated on-site parking areas.

7. The lift type equipment/trucks shall be stored in a down position.

F. Specific Building Division Conditions:

1. Approval and subsequent development are subject to all conditions and requirements of the California Building Code and Building Division.

G. Specific Engineering Division Conditions:

GENERAL

1. The Developer shall provide the City Engineer with a Preliminary Title Report covering subject property.

2. The location of all existing on-site and adjacent utilities and storm drain facilities shall be determined by the Developer's engineer. If a conflict occurs with the proposed project or improvements, arrangements for relocation of the conflicting utilities/facilities shall be made with the owner of the utility/facility prior to approval of the Grading plans. This utility/facility relocation work shall be completed prior to issuance of Building Permits.

3. Improvement plans prepared by a Civil Engineer, required for all public street, utility, and storm drain improvements, and Grading/Private Improvement plans prepared by Civil Engineer, required for all grading, drainage and private onsite improvement design, shall be submitted for review through the City's virtual plan review portal as a single package containing all items on the Engineering Initial Submittal Checklists. Landscaping Plans shall be prepared by a Landscape Architect.

4. The Developer shall post securities in accordance with the City prepared Bond and Fee Letter based on a final Engineer's Estimate of Grading and Improvements Cost prepared by the project engineer. The Developer is required to provide a Cash Clean Up deposit for all grading, landscaping, private Improvements and onsite drainage improvements prior to approval of Grading Plans and issuance of Grading Permit. This Cash Clean Up Deposit amount shall be 10% of the total cost of the project private improvements, drainage and landscaping. The Developer is required to provide Performance (100% of total public improvement cost estimate), Labor and Material (50% of total public improvement cost estimate) and Guarantee and Warrantee (10 % of total public improvement cost estimate) bonds for all public improvements prior to approval of the Improvement Plans and issuance of Building Permits. All improvements shall be completed prior to issuance of a Certificate of Occupancy.

5. As surety for the construction of required frontage improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the Developer with the City of Escondido prior to the approval of any Grading Plan, Improvement Plan, or Building Permit.

6. If site conditions change adjacent to the proposed development prior to completion of the project, the Developer will be responsible to modify his/her improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer.

7. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be determined by and corrected by the Developer to the satisfaction of the City Engineer.

8. The Developer's engineer shall submit to the Planning Department 3 copies of the Master and Precise Development Plan as presented to the Planning Commission and approved by the City Council together with any changes contained in the adopted final conditions of approval. The Master and Precise Development Plan will be certified by the Planning Department verifying that they are an accurate reproduction of the approved Master and Precise Development Plan and one of these copies must be included with the first Final Engineering submittal for plan check to the Engineering Department.

STREET IMPROVEMENTS AND TRAFFIC

1. Public street and drainage improvements shall be constructed to City Standards as required by the Subdivision Ordinance and to the satisfaction of the City Engineer prior to occupancy. Specific details, including final street improvement widths, right-of-way widths, concrete curb and gutters, curb returns and pedestrian ramps, drainage, lighting, etc. shall be to the satisfaction of the City Engineer.

2. The developer shall construct street improvements, including but not limited to, concrete curb, gutter, sidewalk, street lights, street trees, paving and base on the following streets adjoining the project boundary:

STREET	CLASSIFICATION
Montiel Road	Modified Local Collector (24' centerline to curb face)

See appropriate typical sections in the current Escondido Design Standards for additional details.

3. The project's access driveways shall be constructed as alley-type driveway aprons per Escondido Standard Drawing G-5-E with a minimum throat width of 24-feet and a driveway apron with a 4-feet minimum ADA path of travel.

4. The project's access drive and unloading area shall be adequately illuminated from the project building structure to the satisfaction of the City Engineer and Building Official. This lighting shall be maintained by the property owner.

5. The Developer shall install a LED street light at the southeasterly side of the project's westerly (customer) driveway entrance in accordance with Escondido Standard Drawing No. E-1-E.

6. The Developer shall install a West Bound Left Turn pocket into the project with required transitions and storage per current City and MUTCD Standards. Parking along Montiel Road shall be restricted to accommodate lane widths and this left turn pocket into the project. The Developer shall install "No Parking" signage per an approved Signing and Striping plan.

7. The Developer's engineer shall prepare and submit for approval by the City Engineer a complete final Signing and Striping plan for all improved and modified roadways. The Developer will be responsible for removal of all existing and the construction of all new signing and striping in compliance with the current CA MUTCD standards and to the satisfaction of the City Engineer.

8. The Developer shall repaint all pavement striping and markings adjacent to the project that have been damaged and prematurely faded due to project construction traffic to the satisfaction of the City Engineer.

9. Adequate horizontal sight distance shall be provided at all driveways. Increased parkway widths, open space easements, and restrictions on landscaping may be required at the discretion of the City Engineer

10. Pedestrian access routes meeting current ADA requirements shall be provided into the project to the satisfaction of the City Engineer and City Building Official.

11. All gated entrances shall be approved by the City Engineer, Building Official, and the Fire Marshal.

12. The Developer will be required to provide a detailed detour and traffic control plan, for all construction and staging activities, and any requested materials placement within existing rights-of-way to the satisfaction of the City Engineer. This plan shall be approved prior to the issuance of an Encroachment Permit for construction or other project activities within the public right-of-way.

GRADING and SITE IMPROVEMENTS

1. A site grading and erosion control plan prepared by a registered Civil Engineer shall be approved by the Engineering Department prior to issuance of building permits. The first submittal of the grading plan shall be accompanied by 3 copies of the preliminary soils and geotechnical report. The Soils Engineer will be required to indicate in the soils report that he/she has reviewed the grading design and found it to be in conformance with his/her recommendations.

2. All private driveways and parking areas shall be paved with a minimum of 3" asphalt concrete (AC) over 6" of asphalt Base (AB) or 7" Portland Concrete Cement (PCC) over 6" AB. All paved areas exceeding 15% slope or less than 1.0% shall be paved with PCC.

3. Any proposed retaining walls not a part of the building foundations or stem walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retaining wall design is in conformance with the recommendations and specifications as outlined in the Geotechnical report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by Regional or City Standard Drawings. Stem walls, foundation structures, or deepened footings that are to be constructed as part of a building structure will be permitted as part of the Building Dept. plan review and permit process.

4. The Developer will be required to obtain permission from adjoining property owners for any off-site grading or work necessary to construct the project and/or the required improvements.

5. Erosion control, including riprap, interim slope planting, sandbags, or other erosion control measures shall be provided to control sediment and silt from the project. The Developer shall be responsible for maintaining all erosion control facilities throughout the project.

6. The Developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.

7. A Construction General Permit is required from the State Water Resources Control Board for all storm water discharges associated with a construction activity where clearing, grading, and excavation results in a land disturbance of one or more acres.

8. All existing foundations, structures, trees not otherwise noted to remain or be relocated shall be removed or demolished from the site.

9. All driveway grades shall conform to current Escondido Design Standards and Escondido Standard Drawings.

DRAINAGE

1. Final on-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a Drainage Study to be prepared by the Engineer of Work. The drainage study shall be in conformance with the City of Escondido Design Standards.

2. All on-site storm drains not in public easements are private. The responsibility for maintenance of these storm drains shall be that of the Property Owner.

3. The project shall limit drainage flows to their pre-construction rates. Details and calculations for the detention basins if required shall be submitted and approved as part of the grading plan check.

4. All storm water facilities and their drains including any basins, planters, any permeable paver areas shall be considered private. The responsibility for maintenance of these post construction storm water treatment facilities shall be that of the Property Owner.

5. The Developer's engineer shall design and the Developer shall construct any permeable surfaces proposed for the project to the specifications of the County of San Diego Green Streets manual in effect at the time the grading permits are issued. All permeable surfaces within the project footprint that are subject to vehicular traffic shall be designed for H20 loading.

6. The project owner shall perpetually maintain all permeable surfaces in accordance to the standards established by the County of San Diego Green Streets manual in effect at the time the grading permits are issued. City shall have the right to inspect all permeable surfaces as needed to ensure they function as designed. City shall have the right to require qualified third-party testing at the property owner's expense when surface failure is suspected. Contractor qualifications are outlined in the County of SD Green Streets manual. The project owner will be required to repair or reinstall the permeable surface for all failing surfaces to County of SD Green Streets manual standards in place at the time of the grading permit. In the event of failure to maintain the permeable pavers system that result in not functioning as designed, the project owner will be responsible to replace the pervious pavers system with an alternate method of storm water treatment system or will be required to transition the project to a priority storm water development project by complying with the applicable requirements, including development of a Storm Water Quality Management Plan and the installation of structural best management practices.

WATER SUPPLY

1. If required by the Fire Marshal, fire hydrants together with an adequate water supply shall be installed at locations identified by the Fire Marshall.

2. This project is located within the Vallecitos Water District. It will be the developer's responsibility to arrange with the Vallecitos Water District as may be necessary to provide water service for domestic use and fire protection. The developer shall provide evidence that such arrangements

have been made prior to release of Building Permits, to the satisfaction of the City Engineer and Building Official.

SEWER

1. This project is located within the Vallecitos Sewer District potential area of service. It will be the developer's responsibility to annex into and arrange with the Vallecitos Sewer District as necessary for sewer service. The developer shall provide evidence of such arrangements for sewer service prior to release of Building Permits, to the satisfaction of the City Engineer and Building Official.

2. This project proposes a private sewer pump. The developer shall provide evidence that Vallecitos Sewer District will allow a private sewer pump and the design and details of this sewer pump, sump tank, lateral, etc. shall be included on and approved with the Building plans to the satisfaction of Vallecitos Sewer District and the City of Escondido Building Official.

3. All existing septic tanks to be abandoned shall be pumped and backfilled, per the San Diego County Health Department Requirements. It shall be the responsibility of the developer to pay all plan check and inspection fees required by the San Diego County Health Department.

LANDSCAPE

1. A site landscaping and irrigation plan shall be submitted to the Engineering Department with the second submittal of the grading plan for review and approval by Engineering and Planning Departments. The initial submittal of the landscape plans shall include the required plan check fees.

EASEMENTS AND DEDICATIONS

1. All easements, both private and public, affecting subject property shall be shown and delineated on the Grading and Improvement Plans.

2. The Developer is responsible for making the arrangements quitclaim all easements of record which conflict with the proposed development prior to approval of the Grading plans and Building Permits. If an easement of record contains an existing utility that must remain in service, proof of arrangements to quitclaim the easement once new utilities are constructed must be submitted to the City Engineer prior to approval of the Grading plans and Building Permits. Building permits will not be issued for locations in which the proposed construction will conflict with existing easements or utilities, nor will any securities be released until the existing easements are quitclaimed.

FEES

1. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public or private property and improvements, install new BMPs, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by the City for cleanup or damage will be drawn from this security and the grading permit will be revoked by written notice to the developer until the required cash security is replaced. The cleanup cash security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, drainage, landscaping, and best management practices items of work with a minimum of $5,000 up to a maximum of $50,000, unless a higher amount is deemed necessary by the City Engineer.

2. The developer shall be required to pay all development fees of the City then in effect at the time, and in such amounts as may prevail when building permits are issued.

UTILITY UNDERGROUNDING AND RELOCATION

1. All existing overhead utilities within the subdivision boundary or along fronting streets shall be relocated underground as required by the Subdivision Ordinance. The developer may request a waiver of this condition by writing a letter to the City Engineer explaining his/her reasons for requesting the waiver. The developer will be required to pay a waiver fee as adopted by current City Council Resolution and Ordinance.

2. The Developer shall sign a written agreement stating that he has made all such arrangements as may be necessary to coordinate and provide utility construction, relocation and undergrounding. All new utilities shall be constructed underground.

SURVEYING AND MONUMENTATION

All property corners shall be monumented by a person authorized to practice land surveying and a Record of Survey (or Corner Record if appropriate) shall be recorded.

ORDINANCE NO. 2023-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING AN AMENDMENT TO THE MONTIEL ROAD MASTER PLAN ALONG WITH A PRECISE DEVELOPMENT PLAN FOR A CONTRACTOR SERVICE OFFICE AND OUTDOOR EQUIPMENT STORAGE

APPLICANT: West Coast Arborists CASE NO.: PL22-0512

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

SECTION 1. The City Council makes the following findings:

a) West Coast Arborists ("Applicant") filed a land use development application, Planning Case No. PL22-0512 ("Application") constituting a request for an Amendment to the Montiel Road Planning Area Master Plan (land use matrix and development standards), along with a Precise Development Plan and Conditional Use Permit to allow construction services with fleet parking and construction equipment storage as a conditionally permitted use ("Project"), on an approximately 1.3-acre parcel located on the south side of Montiel Road, north of Highway 78, west of Interstate 15, addressed at 1359 Montiel Road (Assessor's Parcel Number 228-240-54-00), and more particularly described in Exhibit "A" attached to this Ordinance and incorporated by this reference as though fully set forth herein ("Property"); and

b) The Application was submitted to, and processed by, the Planning Division of the Development Services Department as Planning Case No. PL22-0512. The Applicant seeks approval of an Amendment to the Montiel Road Planned Development to allow contractor services with outdoor equipment storage as Conditional Use, and a modification to the landscape standards for the subject parcel, as shown on Exhibit "B" (Planned Development Modification), along with a Precise Development Plan for proposed improvements to the subject site and building(s), as shown on Exhibit "C" (Precise Development Plan), and on file in the Planning Division, and incorporated herein by this

reference as though fully set forth.

c) The Planning Division of the Development Services Department completed its review and scheduled a public hearing regarding the application before the Planning Commission on March 28, 2023. Following the public hearing on March 28, 2023 the Planning Commission adopted Resolution No. 2023-06, which recommended that the City Council, among other things, approve the Project, including actions to amend the Montiel Road Planned Development and to approved a Precise Development Plan and Conditional Use Permit.

SECTION 2. An original copy of the proposed Amendment to the Montiel Road Planned Development, and Precise Development Plan and all other related Project materials are on file in the Office of the City Clerk, with a copy of each document submitted to the City Council for its consideration. The City Clerk, whose office is located at 201 North Broadway, Escondido, California 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the City Council's decision is based, which documents and materials shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

SECTION 3. The City Council did on April 19, 2023 hold a duly noticed public hearing as prescribed by law. Evidence was submitted to and considered by the City Council, including, without limitation:

a) Written information including all application materials and other written and graphical information posted on the project website.

b) Oral testimony from City staff, interested parties, and the public.

c) The City Council staff report, dated April 19, 2023 which along with its attachments, is incorporated herein by this reference as though fully set forth herein, including the Planning Commission's recommendation on the request.

d) Additional information submitted during the public hearing.

SECTION 4. Pursuant to the California Environmental Quality Act, Public Resource Code section 21000 et seq. ("CEQA") the Project is categorically exempt from environmental review in conformance with CEQA Guidelines section 15301 (Existing Facilities), section 15303 (New Construction of Small Structures), section 15305 (Minor Alteration in Land-Use Limitations), and section 15332 (Infill Development). The City Council adopts such categorical exemption, which is provided as Attachment 2 to the April 19, 2023 staff report and incorporated herein by this reference as though fully set forth herein, and a Notice of Exemption will be filed with the County Clerk.

SECTION 5. That, upon consideration of the Factors to be Considered/Findings of Fact attached as Exhibit "D" and incorporated herein by reference as though fully set forth herein, the City Council approves the amendment to the Montiel Road Planned Development and Precise Development Plan, attached as Exhibits "B" and "C" respectively.

SECTION 6. Concurrently with the action on this Ordinance, the City Council is taking a number of actions in furtherance of the Project, as generally described in the April 19, 2023 City Council staff report. No single component of the series of actions made in connection with the Project shall be effective unless and until it is approved by an Ordinance or Resolution and is procedurally effective in the manner provided by state law. Therefore, this Ordinance shall become effective and operative only if City Council Resolution No. 2023-08 is approved.

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

SECTION 8. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional for any reason by any court of competent

jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

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

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

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

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

EXHIBIT “A”

Legal Description

Ordinance No. 2023-08

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

THAT PORTION OF LOTS 13 AND 14 IN BLOCK 1 OF RANCHO LOS VALLECITOS DE SAN MAROOS SHOWN ON MAP NO. 806, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 21, 1895, LYING NORTHERLY OF THE NORTHWESTERLY RIGHT OF WAY LINE OF THE INTERCHANGE OF STATE FREEWAYS 11-SD-78 AND 11-SD-15; SAID PORTION HEREBY CONVEYED DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 13; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOTS 13 AND 14, SOUTH 62° 20' 58" EAST, 368.04 FEET TO SAID NORTHWESTERLY RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT OF WAY LINE, SOUTH 70° 39' 15" WEST, 149.23 FEET AND SOUTH 85° 12' 46" WEST, 314.42 FEET TO THE NORTHWESTERLY, LINE OF SAID LOT 13; THENCE ALONG LAST LINE, NORTH 27° 27' 59" EAST, 277.79 FEET TO THE POINT OF BEGINNING.

APN: 228-290-54-00

EXHIBIT “B”

Ordinance No. 2023-08
(Montiel Road Master Plan Modifications)

The following land use is added to the Land-Use Matrix:

Section 2.0 Land Uses

Use Title	Permitted	Conditional Use Permit
Contractor Office and Support Services (including warehouse facilities, and fleet and support equipment storage as accessory uses, but excluding outdoor storage of materials unless kept on fleet vehicles).		C

The following criteria is added to the Design Standards:

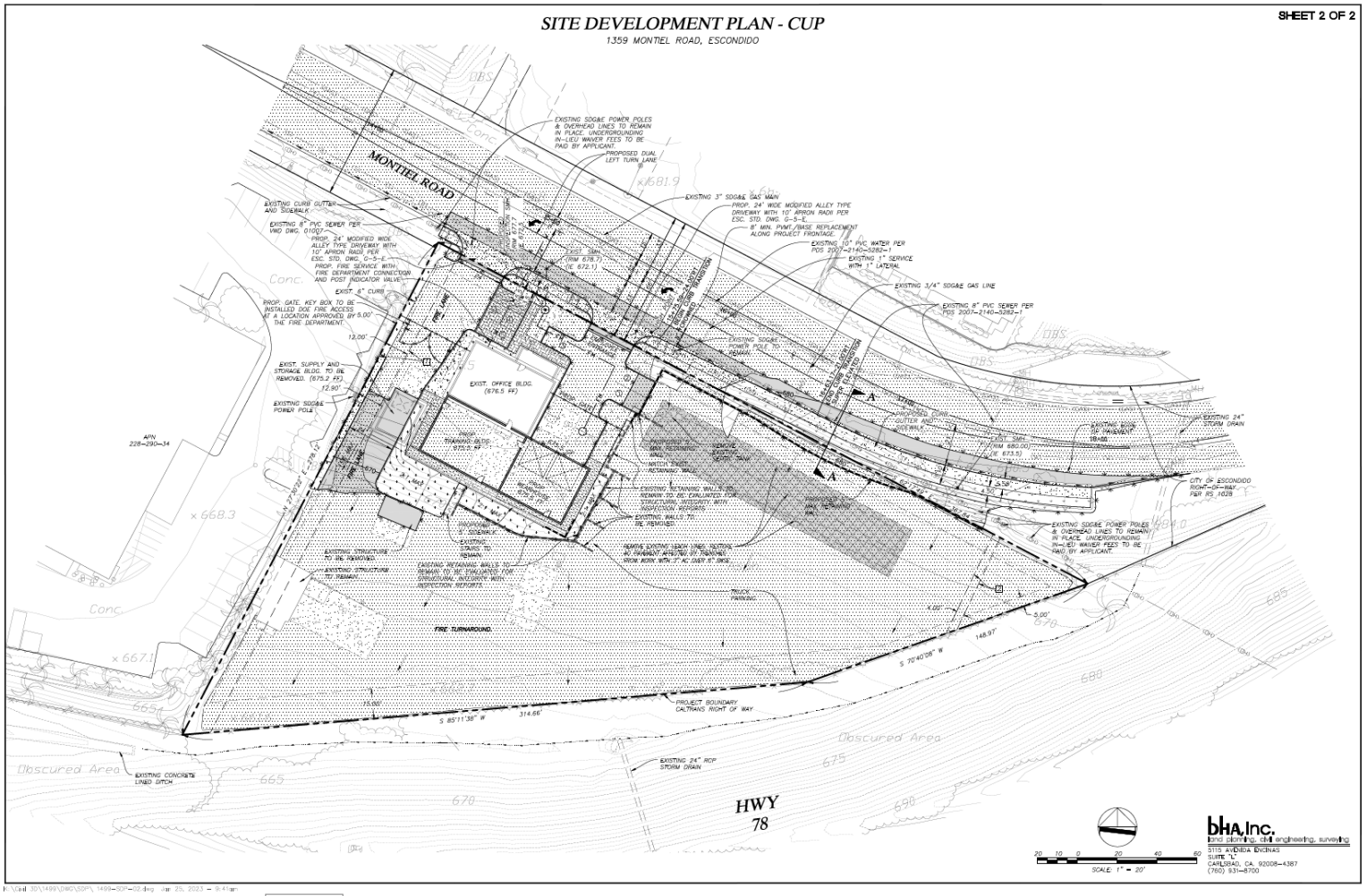
Section 3.0 Design Standards

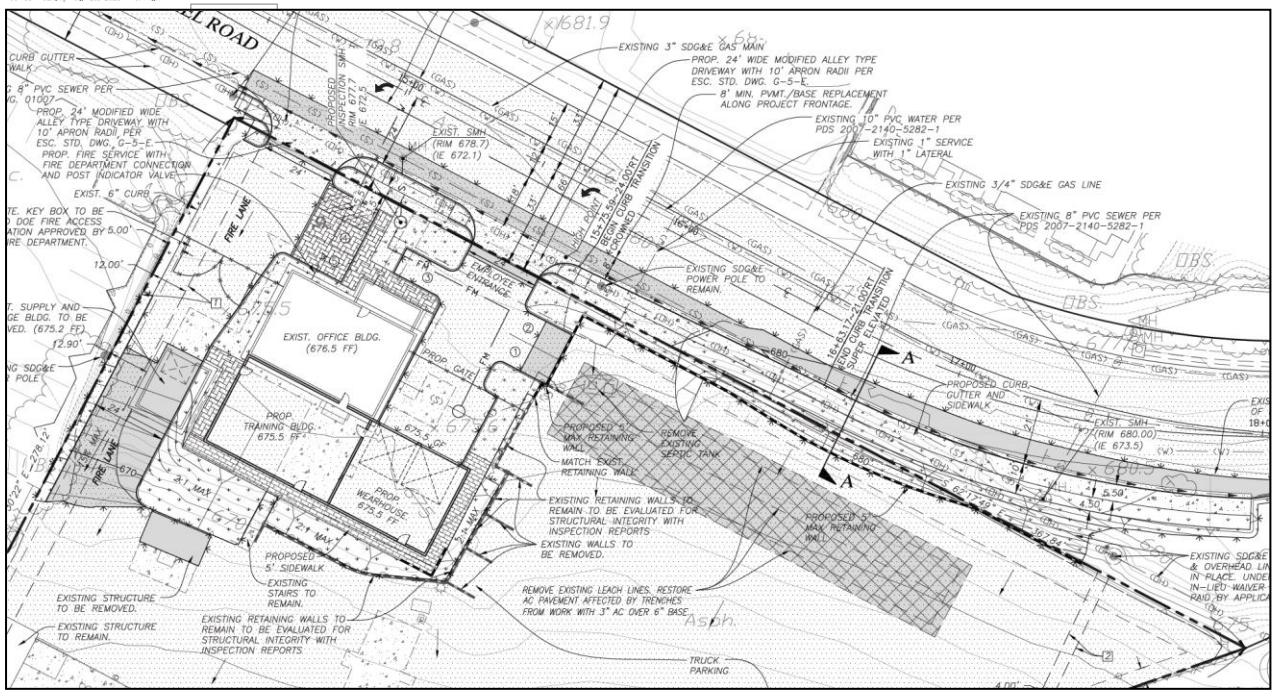
3.1 Setbacks

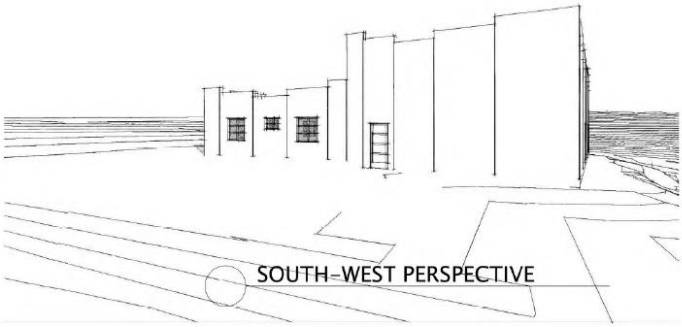
d. Highway 78: No landscape setback shall be required for Assessor Parcel No. 228-290-54-00 along the Highway 78 frontage/Interstate 15 transition lanes and west property boundary.

EXHIBIT "C"

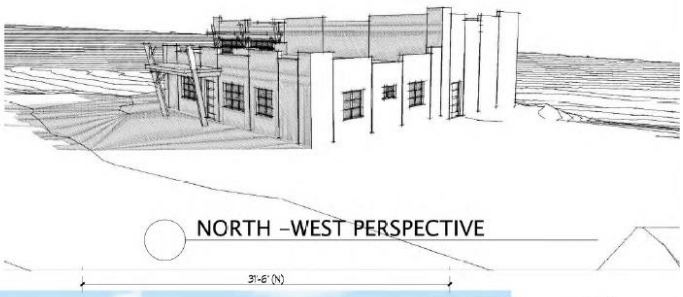
Plans
Ordinance No. 2023-08







SOUTH-WEST PERSPECTIVE



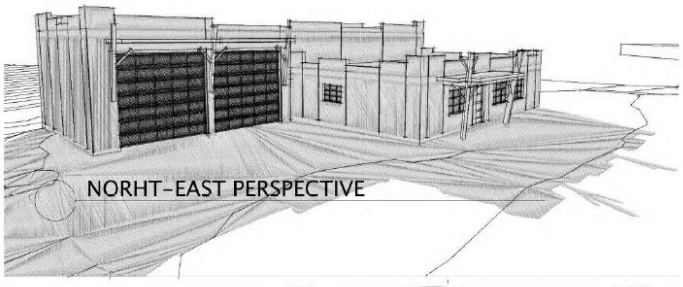
NORTH -WEST PERSPECTIVE

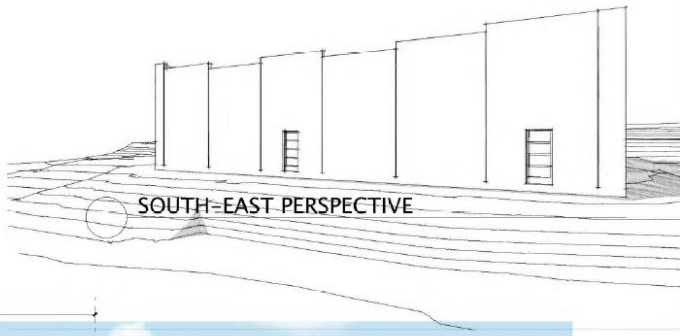
4 WEST ELEVATION

1 NORTH ELEVATION

EXTERIOR FINISHES

1. ROOF PARAPET
2. FLAT ROOF BEYOND
3. MAIN STUCCO COLOR WITH BREAKS
4. SHADE ROOF
5. DECORATIVE COLUMNS
6. OFFICE WINDOWS
7. OVERHEAD SECTIONAL DOORS
8. EXTERIOR DOORS



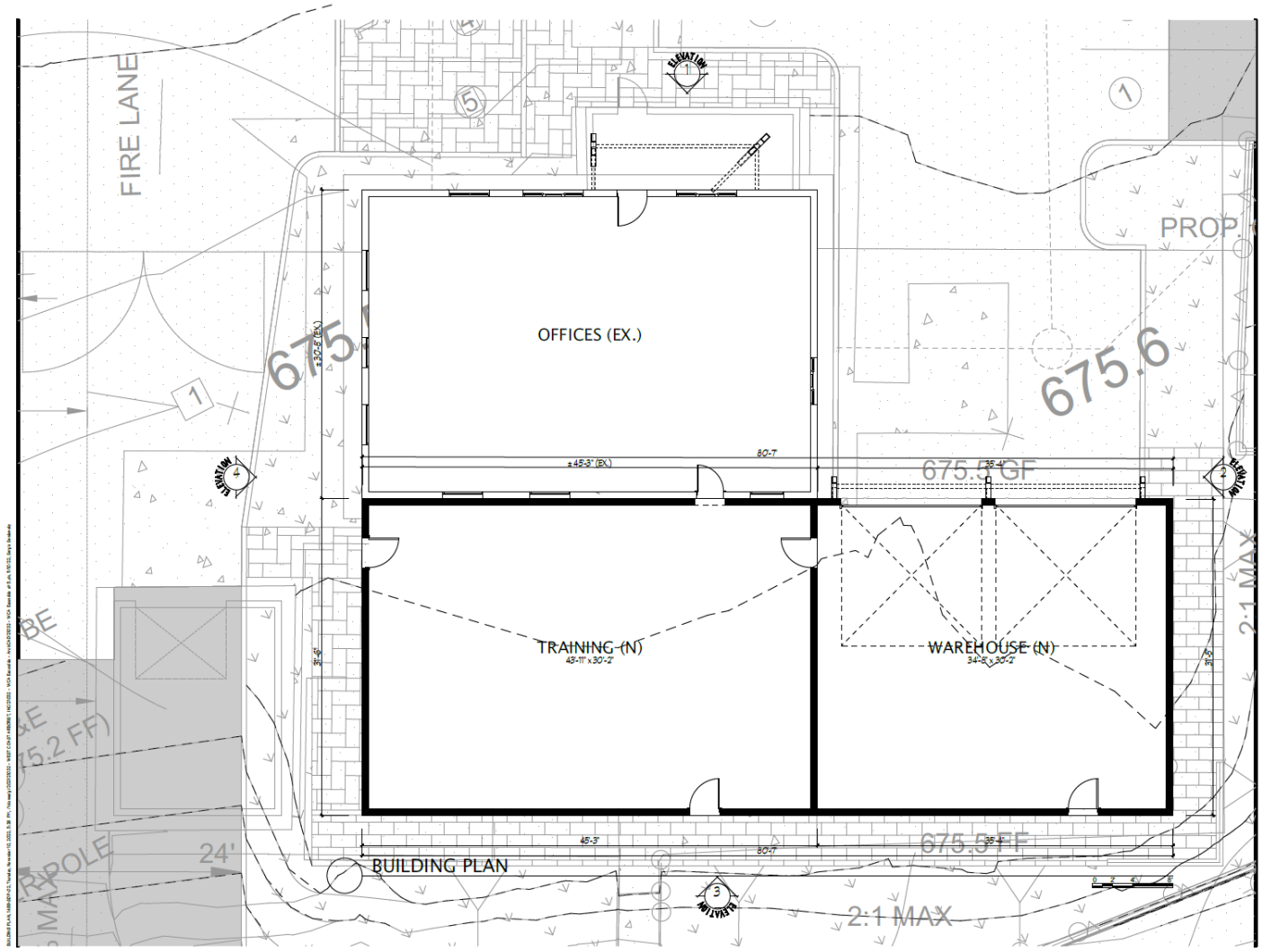


2 EAST ELEVATION

3 SOUTH ELEVATION

EXTERIOR FINISHES

1. ROOF PARAPET
2. FLAT ROOF BEYOND
3. MAIN STUCCO COLOR WITH BREAKS
4. SHADE ROOF
5. DECORATIVE COLUMNS
6. OFFICE WINDOWS
7. OVERHEAD SECTIONAL DOORS
8. EXTERIOR DOORS


FIRE LANE
OFFICES (EX.)
TRAINING (N)
43'-11" x 30'-2"
WAREHOUSE (N)
34'-8" x 30'-2"
675.6
675.3 GF
675.3 FF
PROP.
2:1 MAX
24'
BUILDING PLAN

PLANT PALETTE

Street Trees
24" BOX such as:
Laurus nobilis (Sweet Bay)
Magnolia grandiflora 'Little Gem' (Magnolia 'Little Gem')
Umbellularia californica (California Laurel)

Entry and Interior Trees:
Variety to exhibit trees with different characteristics.
24" BOX such as:
Quercus virginiana (Southern Live Oak)
Tabebuia aurea (Caribbean Trumpet Tree)
Lagerstroemia indica (Crepe Myrtle
Eriobotrya deflexa (Bronze Loquat)
Palm Species

Freeway Screen Trees:
15 Gal. MIN. such as:
Lophostemon confertus (Brisbane Box)
Cupressus x leylandii (Leyland cypress)
Pinus thunbergii (Japanese Black Pine)

Perimeter Screening Shrubs
5 Gal. Min. - such as:
Photinia davidiana (Chinese Photinia)
Westringia fruticosa (Coast Rosemary)
Dodonaea viscosa 'Purpurea' (Purple Hopseed Bush)

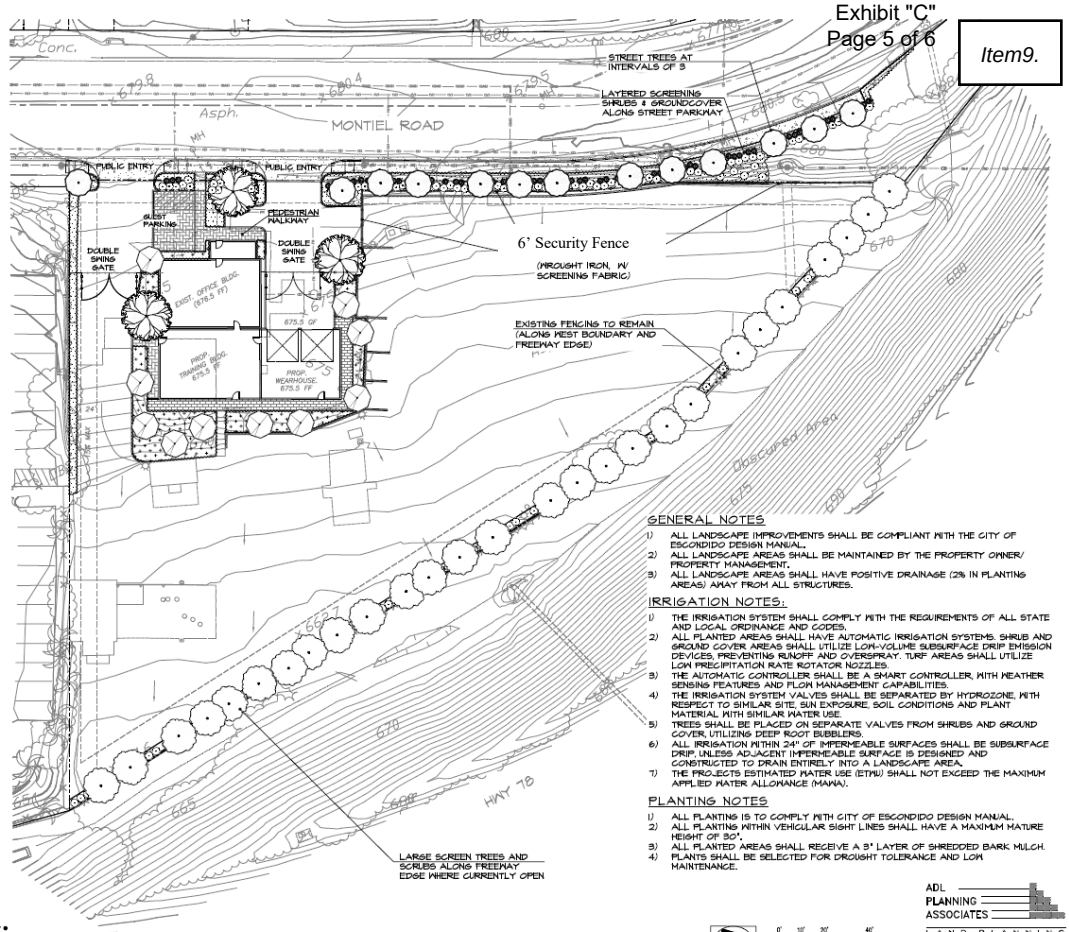
Parkway Shrubs
1 Gal. Min. - such as:
Lomandra longifolia 'Breese' (Dwarf Mat Rush)
Callistemon x viminalis 'Little John' (Bottlebrush Little John)

Perimeter Groundcover
1 Gal. or flats - such as:
Myoporum parvifolium (Myoporum)
Rosmarinus officinalis (Rosemary)

Interior Shrubs and Ground Cover
5 Gal, 1 Gal, or Liners - such as:
Agapanthus africanus (Lily of the Nile)
Agave attenuate (Foxtail Agave)
Salvia leucantha (Mexican Bush Sage)
Strelitzia reginae (Bird of Paradise)
Myoporum parvifolium (Myoporum)
Lomandra longifolia 'Breeze' (Dwarf Mat Rush)
Baccharis pilularis (Dwarf Coyote Bush)
Rosmarinus officinalis (Rosemary)

6' Security Fence

WROUGHT IRON STYLE FENCE
(SHOWN WITHOUT SCREENING FABRIC AND PLANT MATERIAL)
(GATES TO BE OF SAME STYLE)



GENERAL NOTES

1) ALL LANDSCAPE IMPROVEMENTS SHALL BE COMPLIANT WITH THE CITY OF ESCONDIDO DESIGN MANUAL.
2) ALL LANDSCAPE AREAS SHALL BE MAINTAINED BY THE PROPERTY OWNER/ PROPERTY MANAGEMENT.
3) ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE (2% IN PLANTING AREAS) AWAY FROM ALL STRUCTURES.

IRRIGATION NOTES:

1) THE IRRIGATION SYSTEM SHALL COMPLY WITH THE REQUIREMENTS OF ALL STATE AND LOCAL ORDINANCE AND CODES.
2) ALL PLANTED AREAS SHALL HAVE AUTOMATIC IRRIGATION SYSTEMS. SHRUB AND GROUND COVER AREAS SHALL UTILIZE LOW-VOLUME SUBSURFACE DRIP EMISSION DEVICES, PREVENTING RUNOFF AND OVERSPRAY. TURF AREAS SHALL UTILIZE LOW PRECIPITATION RATE ROTATOR NOZZLES.
3) THE AUTOMATIC CONTROLLER SHALL BE A SMART CONTROLLER, WITH WEATHER SENSING FEATURES AND FLOW MANAGEMENT CAPABILITIES.
4) THE IRRIGATION SYSTEM VALVES SHALL BE SEPARATED BY HYDROZONE, WITH RESPECT TO SIMILAR SITE, SUN EXPOSURE, SOIL CONDITIONS AND PLANT MATERIAL WITH SIMILAR WATER USE.
5) TREES SHALL BE PLACED ON SEPARATE VALVES FROM SHRUBS AND GROUND COVER, UTILIZING DEEP ROOT BUBBLERS.
6) ALL IRRIGATION WITHIN 24" OF IMPERMEABLE SURFACES SHALL BE SUBSURFACE DRIP, UNLESS ADJACENT IMPERMEABLE SURFACE IS DESIGNED AND CONSTRUCTED TO DRAIN ENTIRELY INTO A LANDSCAPE AREA.
7) THE PROJECTS ESTIMATED WATER USE (ETWU) SHALL NOT EXCEED THE MAXIMUM APPLIED WATER ALLOWANCE (MAWA).

PLANTING NOTES

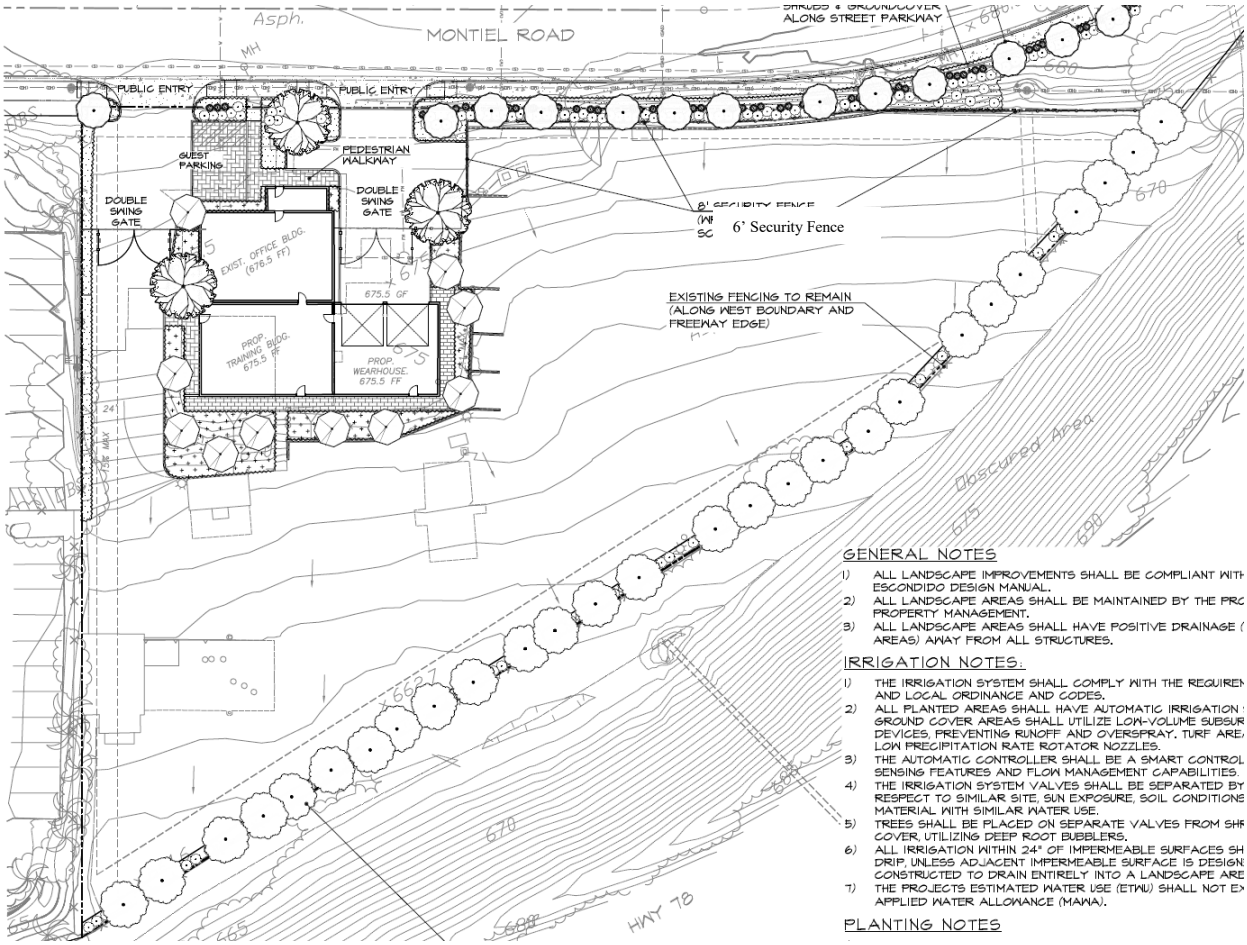
1) ALL PLANTING IS TO COMPLY WITH CITY OF ESCONDIDO DESIGN MANUAL.
2) ALL PLANTING WITHIN VEHICULAR SIGHT LINES SHALL HAVE A MAXIMUM MATURE HEIGHT OF 30".
3) ALL PLANTED AREAS SHALL RECEIVE A 3" LAYER OF SHREDDED BARK MULCH.
4) PLANTS SHALL BE SELECTED FOR DROUGHT TOLERANCE AND LOW MAINTENANCE.

ADL PLANNING ASSOCIATES
LAND PLANNING
LANDSCAPE ARCHITECTURE
2979 STATE STREET SUITE "C"
CARLSBAD, CA. 92008
(760)729-0837 FAX:(760)729-0334

0' 10' 20' 40'

FEBRUARY 8, 2023

Landscape Concept Plan for:
West Coast Arborist



GENERAL NOTES

1) ALL LANDSCAPE IMPROVEMENTS SHALL BE COMPLIANT WITH ESCONDIDO DESIGN MANUAL.
2) ALL LANDSCAPE AREAS SHALL BE MAINTAINED BY THE PRO PROPERTY MANAGEMENT.
3) ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE (AREAS) AWAY FROM ALL STRUCTURES.

IRRIGATION NOTES:

1) THE IRRIGATION SYSTEM SHALL COMPLY WITH THE REQUIREM AND LOCAL ORDINANCE AND CODES.
2) ALL PLANTED AREAS SHALL HAVE AUTOMATIC IRRIGATION GROUND COVER AREAS SHALL UTILIZE LOW-VOLUME SUBSUR DEVICES, PREVENTING RUNOFF AND OVERSPRAY. TURF ARE LOW PRECIPITATION RATE ROTATOR NOZZLES.
3) THE AUTOMATIC CONTROLLER SHALL BE A SMART CONTROL SENSING FEATURES AND FLOW MANAGEMENT CAPABILITIES.
4) THE IRRIGATION SYSTEM VALVES SHALL BE SEPARATED BY RESPECT TO SIMILAR SITE, SUN EXPOSURE, SOIL CONDITIONS MATERIAL WITH SIMILAR WATER USE.
5) TREES SHALL BE PLACED ON SEPARATE VALVES FROM SHR COVER, UTILIZING DEEP ROOT BUBBLERS.
6) ALL IRRIGATION WITHIN 24" OF IMPERMEABLE SURFACES SH DRIP, UNLESS ADJACENT IMPERMEABLE SURFACE IS DESIGN CONSTRUCTED TO DRAIN ENTIRELY INTO A LANDSCAPE ARE
7) THE PROJECTS ESTIMATED WATER USE (ETWU) SHALL NOT E APPLIED WATER ALLOWANCE (MAWA).

PLANTING NOTES

Typical Layered Landscape along Montiel where screening of yard is desired (To include trees, vertical screening shrubs and low shrubs)
Landscape material removed from image in this location only, to allow view of fencing behind

EXHIBIT "D"

FACTORS TO BE CONSIDERED / FINDINGS OF FACT

Ordinance No. 2023-08

PLANNING CASE NUMBER: PL22-0512

Environmental Determinations:

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

2. The Project qualifies for an exemption from further environmental review pursuant to CEQA Guidelines section 15301 (Existing Facilities), section 15303 (New Construction of Small Structures), section 15305 (Minor Alteration in Land-Use Limitations), and section 15332 (Infill Development). The proposed development is located on an infill commercial/industrial zoned parcel surrounded by urban uses and proposes building additions less than 10,000 square feet. The site has previously been developed and fully disturbed, and used for a variety of residential, commercial and industrial/storage type uses. Therefore, the site has no value for special status species. The property can be adequately served by all required utilities and public services, and the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. The proposed modification to land-use limitations only involves a modification to the list of permitted/conditionally permitted uses. The Project also does not trigger any exceptions to the categorical exemption as listed in CEQA Guidelines section 15300.2.

3. The Planning Commission has independently considered the full administrative record before it, which includes but is not limited to the March 28, 2023, Planning Commission staff report; testimony by staff and the public; and other materials and evidence submitted or provided to it. The administrative record demonstrates that each of the above requirements have been satisfied. No substantial evidence has been submitted that would support a finding that any of the above-described exemption requirements have not been satisfied. The Project will not have a significant effect on the environment, and all of the requirements of CEQA have been met.

3. All of the requirements of the California Environmental Quality Act have been met because it was found that the project will not have a significant effect on the environment as demonstrated in the Class 1, 3, 5, and 32 CEQA Exemption prepared for the Project, dated March 23, 2023.

Planned Development Determinations:

1. The City's General Plan land-use designation for the project site is Planned Commercial (PC - Montiel Road #11). The Guiding Principles for this planning area include limited light industrial and commercial uses. Development is implemented through the Montiel Road Planning Area development plan. The Montiel Road Planning Area development plan allows for a variety of commercial, light industrial, warehouse, service, schools, trades, repair and warehouse type uses. The proposed use of the site for construction type services (office, storage and warehouse) with fleet/equipment storage would be similar to the variety of uses currently permitted/conditionally permitted. Therefore, the proposed Project, with the requested land-use amendment, would be consistent with the General Plan Guiding Principles for the planning area and the Montiel Road

Planning Area planned development. The overall design of the proposed Project will produce an attractive, efficient development that utilizes quality building materials and ample landscaping with appropriate on-site parking. The proposed project would not diminish the Quality-of-Life Standards of the General Plan as the project would not materially degrade the level of service on adjacent streets and intersections or public facilities, create excessive noise or compatibility impacts. Adequate on-site parking, circulation and public services can be provided to the site.

2. The approval of the proposed Project would be based on sound principles of land use and the project is well-integrated with the surrounding residential and commercially developed properties. The overall design produces an attractive, efficient and stable environment. The project site is zoned for limited industrial/commercial development and is adjacent to commercial/industrial development to the west and south across State Route 78. Multi-family residential development is located to the north across Montiel Road. Adequate on-site parking, access, on-site circulation and utilities would be provided. The Engineering/Traffic Division determined that all vehicular traffic generated by the Project would be accommodated safely and would not create any adverse impacts to the adjacent roadways or intersections. On-site grading would be minimal and the street along the site frontage would be improved to include appropriate road widening, curb, gutter and sidewalk. The proposed modification to the building and additions would be consistent with the height limits of the planned development and compatible with one- and two story residential and commercial/industrial developments along Montiel Road. The building architecture includes a more contemporary style and utilizes certain exterior elements and materials to be compatible with the mix of architectural styles and materials throughout the area. In addition, the site will be landscaped to further soften and screen views into the site from the adjacent roadways.

3. The Engineering Department and Utilities Department indicated there are adequate public services in the adjacent street and/or easements to support the project and the project would not provide an undue or negative impact on existing public facilities and services. The Project would be service by the Escondido Police and Fire Departments. The project would not adversely impact emergency services.

4. The site has previously been developed and paved and does not require extensive earth moving. Limited grading will be necessary to support the required street improvements and new building pad areas. A retaining wall up to five feet in height will be constructed along a portion of the Montiel Avenue street frontage and face inward towards the project site. The site is an infill development located within an urban area and does not contain any desirable natural features. The project is not located within a significant view-shed corridor and would not adversely obstruct any views of identified hillside and ridgelines from Interstate 15 and Highway 78. The project and building design/modifications with limited building height would not result in any visual obstruction or be disharmonious with the surrounding area and facilities, as described in the sections above.

5. The uses proposed have a beneficial effect not obtainable under existing zoning regulations and the Planned Development process is required to facilitate development of the project in accordance with the General Plan Land-Use designation of Planned Commercial, and the Guiding Principles for the Montiel Road Planning Area Planned Development. The subject site is zoned Planned Development-Commercial (PD-C) and Planned developments may set their own development standards to encourage creative approaches to the use of land through variation in the siting of buildings and design that enhances the appearance and usability of the project. The development proposes a variety of setbacks and appropriate orientation of the buildings and design features (including entries, loading and building access areas, storm water features, landscaping and walls) to correspond to and reduce potential impacts to the variety of adjacent land uses and the built environment. Approval of the proposed Project would be based on sound principles of land use and is well-integrated with its surroundings. All vehicular traffic generated by the Project will be accommodated safely and without degrading the level of service on the adjoining streets or intersections.

STAFF REPORT

April 19, 2023
File Number 0830-20

SUBJECT

REVIEW AND AFFIRM COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG"), HOME INVESTMENT PARTNERSHIP PROGRAM ("HOME") AND EMERGENCY SOLUTIONS GRANTS ("ESG") PRIORITIES IN THE 2020-2024 CONSOLIDATED PLAN AND MAKE A SUBSTANTIAL AMENDMENT TO THE 2020 AND 2021 ANNUAL ACTION PLANS

DEPARTMENT

Development Services Department; Housing and Neighborhood Services Division

STAFF RECOMMENDATION

1. Provide direction on the funding priorities for CDBG and HOME activities for FY 2023-24
2. Adopt Resolution No. 2023-37, approving the substantial amendment to the 2020 and 2021 Annual Action Plans

Staff Recommendation: Provide Direction and Approval (Development Services: Andrew Firestine, Director of Development Services)

Presenter: Holly Nelson, LCSW, Housing and Neighborhood Services Manager

FISCAL ANALYSIS

The CDBG and HOME administrative expenses and program activities will be covered by the annual grant allocation. The U.S. Department of Housing and Urban Development ("HUD") announced in late February 2023 that the City will not be a recipient of the ESG grant for Fiscal Year ("FY") 2023-2024.

In light of the decision regarding ESG funds for FY 2023-2024, the community needs identified in this report are far greater than the City's annual allocation provided by HUD. Additional funds should be identified and allocated to support low-and-moderate income households living in Escondido.

PREVIOUS ACTION

On May 20, 2020, the City Council approved the 2020-2024 Five Year Consolidated Plan ("2020 Con Plan") which is a five-year plan that outlines the City's goals and funding priorities for CDBG, HOME, and ESG through June 30, 2025. The City anticipates receiving close to $13,000,000 from its annual allocation, program income and unused funding. Extensive public outreach and consultation, needs assessments, and market analyses on local data were conducted to determine the most critical community needs and strategic goals within the City of Escondido.

CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

The City of Escondido is considered an entitlement jurisdiction and receives an annual allocation from HUD that ranges from $2.2 million to $2.6 million dollars for the operations of its CDBG, HOME and ESG programs. The funding is determined by a formula calculated by HUD based on population, people in poverty, overcrowded units, population growth lag since 1960, and pre-1940 housing units from the American Community Survey ("ACS"). The City's allocation can fluctuate year-to-year causing funding to increase or decrease in various programs.

As a recipient of the federal funds, the City is required to submit a Consolidated Plan, Annual Action Plan, and monitor its progress, outcomes, and expenditures through the Consolidated Annual Performance and Evaluation Report ("CAPER").

Housing and Neighborhood Services Staff is looking to seek input and feedback from the public and City Council on which needs and subpopulations should be prioritized in the upcoming fiscal year. The City wants to ensure the priorities listed in this plan align with the current needs of the City while accomplishing its overarching strategic goals established within its five-year Consolidated Plan.

On February 27, 2023, HUD announced the City will receive $1,446,858 in CDBG funds, $712,111 in HOME funds, and $0 in ESG funds for FY 2023-24. CDBG and HOME have strict guidelines on expenditures per category. For example, annual CDBG funds can be used to fund administrative expenses and planning (a maximum of 20% or $289,371), public services (up to 15% or $217,028) and capital improvement projects sponsored by either the City or by non-profit organizations (no maximum or $940,459). HOME funds can be used to fund administrative funds (10%) and must fund 15% of its annual allocation to a Community Housing Development Organization ("CHDO"), a nonprofit organization that develops affordable housing. It is important to note that federal funds must not be used to supplant general fund spending and all funded projects must serve and benefit low- and moderate-income persons or areas in the community.

The City has a finite amount of resources it receives from HUD each year and is unable to fund all of the internal and external applicants who apply to the CDBG and HOME grants requesting assistance. Additionally, the Housing and Neighborhood Services Team has a limited number of staff assigned to the CDBG and HOME Programs. The team is comprised of four full-time employees who oversee more than 26 CDBG and HOME contracts, manage several multi-year construction projects, and work with outside consultants. The division has had two management analyst vacancies for the past six months which has hindered program growth and development.

As the City prepares to enter its fourth year of its five-year Consolidated Plan, City staff would like to provide a snapshot on the City's five-year consolidated plan goals, funding allocations, and the percentage of goals completed to-date.

CITY of ESCONDIDO

STAFF REPORT

Table 1: CDBG Priorities

Priority Need	Description	Funding	Goal	Percentage Completed
Homelessness services	• Homelessness prevention and diversion • Behavioral health services • Emergency shelters	$250,000	500 persons	24%
Basic Needs	• Food • Water • Shelter • Sanitation	$750,000	1,500 persons	56%
Health & Health Development	• Access to recreation education • Healthcare • Mental health	$500,000	750 households	200%
Neighborhood Revitalization	• Code compliance • Neighborhood outreach • Lighting • Sidewalks • Remove public infrastructure gaps	$6,000,000	Public Facilities Infrastructure: 10,000 households Public services activities: 200 households Housing Code Compliance: 1,000 households	149% 250% 102%
Economic Development	• Low and moderate employees and businesses • Workforce development	$195,000	Public services activity housing benefit: 1 household Job created:	0%

	• Job creation • Adult education • Job training		1 Job Business assisted: 1 business	

Table 2: HOME Priorities

Priority Need	Description	Funding	Goal	Percentage Completed
Create and preserve affordable rental housing	• Creation and preservation	$1,327,000	Rental units rehabilitated: 15 household units	0%
Affordable ownership opportunities	• Conservation/expansion of affordable homeownership	$1,250,000	Homeowner Housing Added: 10 household units Direct Financial Assistance to homebuyers: 5 households	0% *Not reported until built 20%

CITY of ESCONDIDO

STAFF REPORT

Table 3: ESG Priorities

Priority Need	Description	Funding	Goal	Percentage Completed
Homelessness Prevention	• To keep at-risk households from becoming homeless	$290,000	80 persons assisted	270%
Emergency Shelters	• To temporarily house residents experiencing homelessness	$200,000	600 persons assisted	20%
Essential services to shelter residents	• To provide basic needs and case management to residents living in an emergency shelter	$225,000	400 persons assisted	0%
Engagement of individuals and families experiencing homelessness	• To conduct outreach to unsheltered people	$100	1 person assisted	0%
Rapid Re-housing	• To provide permanent housing to households experiencing homelessness	$10,000	1 household assisted 1 person assisted	0%

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It is staff's recommendation that the City Council prioritize funding opportunities to goals that have not yet been achieved in the five-year Consolidated Plan. Due to the limited number of staff and high number of contracts currently being managed, funding should be allocated in higher dollar amounts to maximize the community impact and reduce the administrative burden on City staff.

After the City Council has confirmed the City's priorities for the upcoming fiscal year, Housing and Neighborhood Services staff will release a Request for Proposal ("RFP") to notify possible internal and external subrecipients. A second public hearing will be held in May or June 2023 to review the applications received, evaluate staff's recommendations and adopt the 2023 Annual Action Plan.

SUBSTANTIAL AMENDMENT

In reviewing past CDBG-funded projects and meeting with internal City leaders, City staff is recommending making a substantial amendment to eliminate the following three CDBG-approved projects of playground equipment, fitness court, and debris crew valued at $932,040.

Project	Description	Funded Amount/Program Year	Barriers
Playground Equipment Replacement Projection	Replace playground equipment in four CDBG-eligible neighborhoods: Washington Park, Jesmond Dene, Westside and El Norte	$775,000 2020 Annual Action Plan	Public Works received a large County grant to replace playground equipment that has an expenditure deadline in 2024. Staff is open to funding this project in the future, but due to other current funding needs, decided to reallocate the funds.
Fitness Court	Install a fitness court in Washington Park	$130,040 2021 Annual Action Plan	This project was delayed due to the approval of the NEPA. The project was completed using an alternative funding source from Community Services.

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Debris Team	Hire part-time workers for encampment cleanup	$52,000 2021 Annual Action Plan	Public Works experienced challenges finding and hiring part-time employees to fill the positions.

Staff is proposing that City Council approve reallocating $650,000 to fund two CDBG-approved projects that demonstrate project-readiness. Material costs have increased due to the pandemic and staffing changes have limited the City's ability to execute large-scale projects in the grant year they were awarded. Both of the CDBG-approved projects are high-dollar amounts and it would be beneficial to remove any obstacles toward execution, so the general contractor can spend down the grant award and complete the proposed project in a timely manner.

Project	Description	Funded Amount/Program Year	New Total
Creek Trail Fencing Project	Replacement of the fencing along Escondido Creek	Current funding: $634,950 2021 Annual Action Plan	Re-allocate: $250,000 Total: $884,950
Old Escondido Lighting Project	Install and upgrade street lights within the "Old Escondido Neighborhood" from 2nd to 9th Avenue	Current funding: $595,370	Re-allocate: $400,000 Total: $ 995,370

Each year, City staff is required by HUD to execute projects and expend funds in a timely manner. A CDBG-funded jurisdiction can have no more than 1.5x of its annual allocation by May of each year. According to HUD, this is a known as a "timeliness test" and the City has historically had difficulty meeting this test. In 2020 and 2021, HUD offered many jurisdictions waivers on the timeliness test rule due to the pandemic; however, those exceptions are no longer in effect and formal notifications and warnings have been issued. The consequences of a jurisdiction not meeting HUD's timeliness goal can range from receiving a formal letter to developing a workout plan to losing future funds.

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City staff is committed to addressing this issue and expending funds in a timely manner and has been meeting with HUD staff on potential solutions. Accordingly, staff is recommending to reallocate projects that have had challenges executing and will return to the City Council in April 2023 to make another amendment. The goal of staff's present recommendation is to meet the community's needs while trying to prudently spend down its allocated resources.

RESOLUTIONS

a. Resolution No. 2023-37

RESOLUTION NO. 2022-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING THE SUBSTANTIAL AMENDMENT TO THE 2020-2024 CONSOLIDATED PLAN TO THE 2020 AND 2021 ANNUAL ACTION PLANS

WHEREAS, the City of Escondido ("City") is a recipient of Community Development Block Grant ("CDBG") and HOME Investment Partnerships Program ("HOME") funds from the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, City staff recommends making a substantial amendment to the 2020 and 2021 Annual Action Plans to eliminate project funding for four playground equipment replacements ($775,000), one fitness court in Washington Park ($130,040), and a part-time debris team ($52,000) due to funding changes and barriers in program implementation; and

WHEREAS, the City wishes to use unallocated funds for the previously-approved Creek Trail Fencing Project ($250,000) and the Old Escondido Lighting Project ($400,000) (collectively the "Projects"). Both Projects demonstrate they are ready for execution and have increased in material costs; and

WHEREAS, CDBG and HOME funds cannot be committed to the Projects until certain conditions are met including HUD's acceptance of the Action Plan, completion of a National Environmental Policy Act ("NEPA") environmental review for each project, receipt of environmental clearance from HUD, provision of appropriate insurance verification by subrecipients, and acceptance of City contract terms; and

WHEREAS, the City Council desires at this time, and deems it to be in the best public interest, to adopt the substantial amendment to the 2020 and 2021 Annual Action Plans as recommended by City staff.

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

1. That the above recitations are true.

2. That the City Council authorizes and approves the changes to the 2020 and 2021 Annual Action Plan and reallocation of funding as recommended by City staff.

STAFF REPORT

April 19, 2023
File Number 0830-20

SUBJECT

SUBSTANTIAL AMENDMENT TO THE 2020-2024 CONSOLIDATED PLAN AND 2022 ANNUAL ACTION PLAN TO PURCHASE TWO MONARCH FIRE ENGINES FROM SUTPHEN FIRE EQUIPMENT, INC. ("SUTPHEN")

DEPARTMENTS

Development Services – Housing and Neighborhood Services and Public Works - Fleet Services

RECOMMENDATIONS

Request the City Council take the following actions:

1) Make a Substantial Amendment to the 2020-2024 Consolidated Plan to add a new public safety goal to the Community Development Block Grant ("CDBG") Program;

2) Adopt Resolution No. 2023-50, authorizing payment of $526,316.81 of unallocated CDBG funds from the 2020, 2021, and 2022 Annual Action Plans for a 25% deposit to Sutphen for two Monarch Fire Engines; and

3) Adopt Resolution No. 2023-07, authorizing the Fleet Services Division to purchase two Monarch Fire Engines from Sutphen in the amount of $2,073,688.23, through a cooperative purchase contract with Sourcewell. The new contract is 113021-SUT. The cooperative purchase price through Sourcewell includes all taxes, delivery, operator and mechanic training, apparatus inspections in Dublin Ohio, and all associated fees.

Staff Recommendation: Approval (Development Services: Andrew Firestine, Director of Development Services and Public Works: Joseph Goulart, Director of Public Works)

Presenters: Holly Nelson, Housing & Neighborhood Services Manager; John Tenger, Deputy Fire Chief; and Joseph Goulart, Director of Public Works

FISCAL ANALYSIS

Two different funding sources will be used to purchase the two Monarch Fire Engines. CDBG, a federal grant allocation from the Housing and Urban Development ("HUD"), will fund the 25% deposit ($526,316.81) for the Monarch Fire Engines. The remaining balance of $2,073,688.23 (including sales tax) for the two Monarch Fire Engines will be funded by the Fleet Services Fiscal Year 2023 Operating Budget (Account No. 5208-653-715). Additionally, Sutphen offers a discount of $31,579.01 on the purchases of the two fire engines for pre-paying the 25% deposit up front.

CITY of ESCONDIDO

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PREVIOUS ACTION

On December 1, 2021, the City Council approved Resolution No. 2021-180 for the acquisition of three fire engines from Sutphen. City Council approved a budget adjustment of $2,650,000 which consisted of using surplus FY 2020-21 funds in the amount $1,700,000 and $950,000 in Public Facilities fees to purchase of three Monarch Fire Engines from Sutphen. City staff used Sourcewell's cooperative agreement to purchase the fire engines.

BACKGROUND

The City has a population size of 150,665 people and has seven fire stations located throughout the City of Escondido. Each fire station is equipped with a fire engine and ambulance that serves a designated area also known as a "fire district" (see Attachment 1 to this Staff Report for a map of fire districts). Although each fire engine and ambulance have a designated service area when emergencies arise in the City, the nearest fire engine is deployed to any incident regardless of the district in which the incident may occur. In addition to the seven fire engines at each fire station, the City has three fire engines in reserve in case of an emergency or repairs.

The average fire engine costs one million dollars to purchase and has a lifespan of 15-20 years. Fire engines are traditionally funded from the Fleet Department Budget but, due to the City's financial challenges, this funding source has been historically underfunded. This has had an impact on many vehicles, but Frontline Type 1 fire engines are needed at each of the seven fire stations in the City as they are the primary response apparatus for all emergency responses. Several of the current fire engines have aged beyond their recommended lifespan of 15 to 20-years and have reduced reliability, resulting in more frequent and longer repair times and higher costs to maintain. Older fire apparatus also lack modern safety features and do not meet current emission standards. Should the recommended purchase be approved, two existing 2003 KME Renegade Type 1 fire engines are being replaced due to exceeding their life expectancy of 20 years.

Fire engines are not only costly to purchase, but many manufacturers have faced supply chain issues due to COVID-19 which has slowed down the delivery to 37-43 months. Therefore, City staff is recommending that the most critical fire engines be replaced immediately so that they can be placed in service by 2025.

Given this important unmet need, the City started to explore alternative funding sources. City staff learned that the acquisition and purchase of fire engines is an eligible expense under the federal program, CDBG (24 CFR 570.201(c)). City staff met with HUD leadership multiple times to confirm this information. HUD staff verbally approved the funds, but cautioned the City to use the "minimum amount of funds necessary" to execute the contract. HUD representatives expressed concerns with the City tying up $2,000,000 in resources for the acquisition of two fire engines that is expected to take three to four years to complete given the City's timeliness issues with CDBG. City leadership have agreed to use CDBG funds to pay for the 25% deposit as discussed above and fund the rest of the proposed purchase with through Fleet Services Fiscal Year 2023 Operating Budget.

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The City receives an annual grant allocation of approximately $1,500,000 from HUD for CDBG Program. All activities using these funds must meet a national objective of benefiting low- and-moderate income households/areas, eliminating slum and blight or addressing an urgent need and align with the City's priorities in its five-year Consolidated Plan. Since the acquisition of fire engines was not previously identified as a priority or need in the plan, the City proposes to add a new goal around public safety to reflect this need.

City staff analyzed the Fire Department's data from 2022 to see which fire stations had the highest call volume and then compared that information to the City's census tracts (see Attachment "2" to this Staff Report for a GIS Map of fire districts with CDBG census data). City staff used the fire station map as a natural boundary to calculate the number of low- and moderate-income residents living in that area to ensure it met HUD's requirement of serving more than 51% low/moderate residents. The two fire stations with the highest calls and the highest percentage of low- and-moderate residents were Fire Station #1 and Fire Station #7.

Table 1: 2022 Call Data with CDBG Block Grant Areas

Fire Station	Calls for Service	Percentage of Low and-Moderate Residents
Fire Station #1 310 N. Quince Escondido, CA 92025	4,141 calls	73%
Fire Station #7 1220 N. Ash Street Escondido, CA 92027	3,932 calls	65%
Fire Station #2 421 Midway Escondido, CA 92027	3,365 calls	51%

City staff recommends amending the 2020-2024 Consolidated Plan and the 2022 Action Plan (see Attachment 3 to this Staff Report for the substantial amendment to the 2020-2024 Consolidated Plan; see Attachment 4 to this Staff Report for the substantial amendment to the 2022 Annual Action Plan). The revised plans were posted on the City's Housing & Neighborhood Services website and a public notice was issued on March 26, 2023 in the San Diego Union Tribune Paper. No comments were received in support or in opposition of this item.

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Upon City Council approval of Resolution Nos. 2023-50 and 2023-07, two Type 1 Monarch Fire Engines will be purchased from Sutphen utilizing the Sourcewell Cooperative Purchasing Contract (Contract No. 113021-SUT) as allowed per Chapter 10, Article 5, Section 10-91 of the City of Escondido Municipal Code, authorizing the purchase of supplies and equipment utilizing cooperative purchase programs. This purchase will be funded by $526,316.81 of CDBG funds and $2,073,688.23 by the Fleet Services Fiscal Year 2023 Operating Budget (Account No. 5208-653-715).

RESOLUTIONS

a. Resolution No. 2023-50 Substantial Amendment to the 2020-2024 Consolidated Plan and 2022 Annual Action Plan
b. Resolution No. 2023-07 Sutphen Fire Engine Purchase

ATTACHMENTS

1. Map of Fire Districts
2. Fire District & CDBG Census Tracts
3. 2020-2024 Consolidated Plan Amendment
4. 2022 Annual Action Plan Amendment

Attachment "1"

Fire station 1
Fire station 2
Fire station 3
Fire station 4
Fire station 5
Fire station 6
Fire station 7

SRA Areas
FRA
SRA
LRA

Districts
District 1
District 2
District 3
District 4
District 5
District 6
District 7
District 8
District 9

Source: City of Escondido GIS

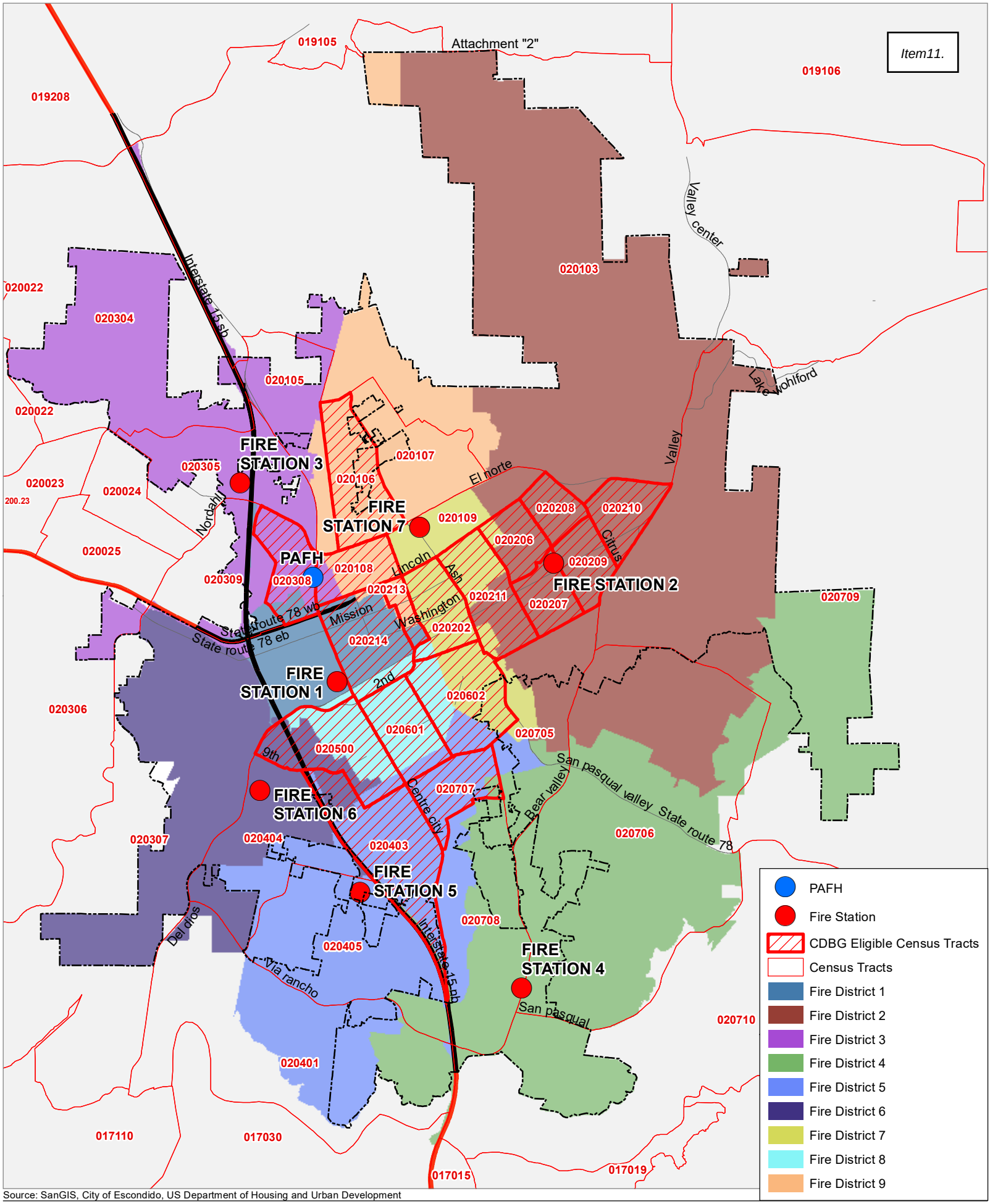
0 0.5 1 Miles

City of Escondido
Fire Districts & Respnsibility Areas

ESCONDIDO City of Choice

S:\GIS\RoutineWork\Maps\Fire Maps\Fire Districts with SRA.mxd

10/28/2021



Source: SanGIS, City of Escondido, US Department of Housing and Urban Development

0 1 Miles

Escondido Fire Service Areas & Census Tracts

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3/16/2023

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Second Amendment: The City of Escondido is requesting to make a substantial amendment to the 2020-2024 Consolidated Plan and add a new strategic goal of public safety. The City needs to replace two fire trucks that have expired and would like to use unallocated CDBG funds from program years 2020, 2021 and 2022 to pay for the 25% of the deposit not to exceed $700,000 to acquire the new fire trucks. The City will use the CDBG National Objective of Low Moderate Benefit Area under the eligible activity of public facilities for fire stations and equipment. The City will place the two fire trucks in services with high call volumes and that have more than 51% of the City's low to moderate income residents. Any changes to this document have been done using track changes. City staff have edited the following pages: 3, 8, 14, 107, 108, 109, 110, 111, 119, 121, 122, 123, 124, 125 and 127 include new information, fix typos and update contact information.

First Amendment: The City of Escondido is requesting a substantial amendment to eliminate and de-allocate funds for the playground equipment replacement project funded in the 2020 Annual Action Plan. This amendment reflects changes in the FY2020 CDBG and HOME allocations. Additionally, it creates new CDBG activities, reallocating previous year funds to new projects, such as the Old Escondido Lighting Project ($400,000).

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Consolidated Plan is a federally required document, which incorporates the application of planning processes for four formula-based federal housing and community development programs. As an entitlement jurisdiction/participating jurisdiction, the City of Escondido directly receives and distributes Community Development Block Grant (CDBG), Home Investment Partnership Program (HOME), and Emergency Solutions Grant (ESG) funds. The City does not receive HOPWA (Housing Opportunities for Persons with Aids) funds. The goals outlined in this Consolidated Plan developed out of a collaborative process to identify priority needs of the community and detail the activities to be undertaken by the City using these funds during the 2020-2024 period.

The Consolidated Plan includes extensive public outreach and consultation, and is comprised of the following components:

- A Needs Assessment of the affordable housing, community development and homeless needs of the community.
- A Market Analysis, analyzing the existing housing market, public housing needs, inventory of homeless needs, and characteristics of the jurisdiction's economy.
- A Strategic Plan describing the strategies to be undertaken to serve the priority needs during the upcoming five-year period.
- An Action Plan, which is a concise summary of what will take place during the program year to address the priority needs.

The statutes for the HUD consolidated planning formula grant programs set forth three basic goals to benefit low- and moderate-income persons:

- Provide a suitable living environment
- Provide decent housing
- Expand economic opportunities

All CDBG-funded activities must meet one of the following national HUD objectives:

- Benefits low- and moderate-income persons
- Benefits an area of low- and moderate-income residents
- Housing that benefits low- and moderate-income households
- Low- or moderate-income job creation or retention

The types of projects eligible in the HOME program are:

- Rental housing development
- Homebuyer activities
- § New construction or acquisition/rehabilitation of for-sale housing
- § Home buying assistance
- Homebuyer rehabilitation
- Tenant based rental assistance

Projects that are eligible in the ESG program are:

- Assisting individuals and families who are currently homeless to become housed
- Providing prevention assistance to individuals and families who would otherwise become homeless
- Providing assistance to rapidly re-house persons who are homeless, and those who are at-risk of becoming homeless

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

As summarized in the Needs Assessment and Market Analysis of this plan, the City has extensive housing and community development needs. This Consolidated Plan for FY 2020-2024 establishes the goals and objectives of the City's CDBG, HOME and ESG programs. The goals and objectives will form the basis for allocating federal investments within the jurisdiction during the next five-year period, and are the result of various community outreach efforts and consultation meetings developed during the Citizen Participation process. CDBG, HOME and ESG funds are not adequate to address all of the needs identified during the Consolidated Plan process, and will be leveraged with other funding when possible.

The use of HOME, CDBG and ESG funds will focus on some of the most critical areas identified in Escondido, based on the following established priority needs:

- Basic Needs
- Homelessness Services
- Health and Human Development
- Neighborhood Revitalization
- Economic Development
- Public Safety
- Creation and Preservation of Affordable Rental Housing
- Conservation and Expansion of Affordable Homeownership Opportunities
- Homelessness Prevention

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- Emergency Shelters
- Essential Services to Shelter Residents
- Engagement of Homeless Individuals and Families
- Rapid Rehousing for homeless individuals and families

3. Evaluation of past performance

During the previous Consolidated Plan period 2015-2019, the City utilized its CDBG, HOME and ESG funds for a variety of different housing and community development activities. The following includes some of the accomplishments of the past five years:

Housing:

During the first four years of the 2015-2019 consolidated planning period, the City assisted developers. Eleven new affordable ownership units were bought and sold to low income homeowners. In addition, 64 affordable rental units were rehabilitated (47 units were converted to affordable housing, construction on 15 units preserved affordability). The City was able to leverage other funds to support its housing goals. State grant funds were used to provide rehabilitation loans to four low-income homeowners. In addition, local funds were utilized to provide monthly rental assistance to approximately 30 extremely-low income seniors.

The City completed four first-time homebuyer loans during the period. Although the City was not able to assist as many first-time homebuyers with loans as anticipated previously, the program remains invaluable to those households and assisting homeownership continues to be a priority goal.

Community/Neighborhood Development:

During the 5-year period of the last Consolidated Plan (2015-2019), the City carried out many programs and projects that furthered the City's priority to revitalize neighborhoods. During that time period, the City participated in 358 neighborhood group meetings, and 20 resident leaders graduated from the Neighborhood Leadership Academy, totaling 194 alumni. One additional neighborhood group was also added, bringing the total to 18 groups. The City also conducted 71 neighborhood cleanups and 61 NEAT sweeps, and helped to organize the first residential parking district in the City.

Public Facility Improvements:

During 2015-2019, many capital improvement projects were completed using CDBG funds. Projects on public streets include: Elm/Grape Street which included street and associated improvements; Tulip Street, the continuation and completion of street improvements on a large portion of a major street; and several street light retrofitting projects which included several residential streets.

Projects on private properties include: Center for Community Solutions, updating floors at a residence for domestic violence victims; Escondido Community Childcare Development Center, new security fencing and improvements; and the Boys and Girls Club, improvements to gym ceiling.

Homelessness:

The City began receiving ESG funds in 2016. Prior to that, the City was able to provide homeless assistance using CDBG funds. CDBG funds were used to support the existing emergency shelter program operated by Interfaith Community Services. Since 2017, more than $400,000 in ESG funds have been used to provide outreach to homeless youth, assist an existing emergency shelter, and provide homeless prevention, rapid rehousing and street outreach. Homelessness will continue to be a priority need in Escondido, funded through both CDBG and ESG.

4. Summary of citizen participation process and consultation process

The citizen participation process and consultation process undertaken by the City to solicit input in the development of the Five-Year Consolidated Plan for 2020-2024, and the accompanying Action Plan for FY 2020-2021, consisted of the following:

Community and stakeholder meetings: Several community meetings were held on various days of the week and times of the day to accommodate as many members of the public as possible. During meetings the Consolidated Plan process was described, and feedback and input from various members of the public was solicited. The City hosted four Consolidated Plan meetings and participated in four other community meetings. The meetings included:

- Neighborhood Leadership Forum, October 24, 2019, Escondido City Hall, 6:30 PM
- CAFÉ Meeting, January 17, 2020, Live Well Center, 8:00 AM
- Neighborhood Leadership Forum, January 23, 2020, Escondido City Hall, 6:30 PM
- Stakeholder one-on-one, January 29, 2020, Mental Health Systems
- Outreach Meeting, February 3, 2020, Windsor Garden Senior Apartment, 6:00 PM
- Escondido Sunrise Rotary, February 13, 2020, Cocina del Charro, 7:00 AM
- Outreach Meeting, February 13, 2020, Park Avenue Community Center, 10:00 AM
- Outreach Meeting, February 13, 2020, East Valley Community Center, 6:00 PM
- Outreach Meeting, February 22, 2020, Washington Park Recreation Building, 10:00 AM

Community Needs Survey: A Community Needs survey was developed to assess the housing and community development needs in the City. The survey was available in English and in Spanish, and was distributed to residents, business owners, nonprofit representatives, housing organizations, health/mental health providers, and other interested community members. The survey was available online, and via hard copy at City Hall, the Escondido Library, and the County Live Well Center. It was also distributed at affordable and senior housing complexes and at various community meetings. Seventy-

four surveys were returned and analyzed to determine the community's top community development, housing and homeless needs.

Public Hearings: A public hearing was held before the City Council on March 25, 2020, to accept input on the Consolidated Plan and discuss and establish priorities for spending HOME, CDBG and ESG funds during 2020-2024. The allocation process for distributing funds for FY 2020-2021 was also discussed and approved. The City Council recommended that seniors and veterans be specifically targeted in housing and community development assistance.

A second (virtual) public hearing was held on May 20, 2020, to review and adopt the Final Consolidated Plan and Action Plan. Public notices for each hearing were published at least 15 days prior to the date of the hearing in the Times Advocate, as well as posted at City Hall.

The Consolidated Plan was available for public review and comments for 30 days at Escondido City Hall and on the City's website, from July 24, 2020 to August 24, 2020. No public comments were received during this time.

A (virtual) public hearing was held on November 18, 2020, to review and adopt an Amended FY 2020-2021 Action Plan. Public notices for the hearing was published at least 30 days prior to the date of the hearing in the Times Advocate, as well as posted at City Hall.

The Amended Action Plan was available for public review and comments for 30 days at Escondido City Hall and on the City's website, from October 19, 2020 to November 18, 2020. No public comments were received during this time.

5. Summary of public comments

During all of the public outreach, there was a general consensus of what the community's needs are and what should be prioritized. In the various categories the following needs were given as desired priorities:

Community Needs: When need categories as a whole were reviewed, homelessness services was the most commonly listed need. Closely followed in order were public infrastructure, community facilities, housing supply and services, community services, and neighborhood services. Special needs services was the lowest priority, specified by only a 33% of respondents.

Homelessness services: Out of all homelessness services discussed, three were the highest priorities - homeless prevention and diversion, mental and behavioral health and emergency shelters. Permanent supportive housing, substance abuse programs, transitional housing and short-term rental assistance were grouped together with between 35% and 43% choosing them as priorities. Rapid rehousing programs, storage facilities/lockers, navigation/day centers, case management and landlord engagement programs were the least common priorities among homelessness services.

Public Infrastructure: By far, the most common public infrastructure needs were street lighting and street/alley improvements. These were closely followed by sidewalk improvements. Flood drainage improvements and accessibility improvements were the least common priorities, listed by approximately 20% of respondents.

Community Facilities: Parks and healthcare facilities were listed as the most important priorities in this category, followed closely by community centers and recreation facilities. Senior centers, nonprofit facilities, and youth centers were prioritized by 33%-38% of respondents. Libraries and childcare centers were the lowest community facility priorities.

Housing supply and services: A wide range of topics/programs/services are included in this category. The four highest priorities were new affordable rental housing, new affordable ownership housing, rehabilitation of affordable rental housing, and first-time homebuyer assistance. Next, as a priority to between 43% and 49% of respondents, were housing for seniors, owner occupied housing rehabilitation, housing for disabled, and housing down payment assistance. Fair housing services, ADA improvements, rental subsidy programs and energy efficiency improvements were prioritized by 31% - 37% of respondents. The lowest priorities with less than 20% of respondents were housing for large families and lead based paint programs.

Community services: There were several categories of community service needs, with the amount of responses spread out. The highest priority was anti-crime programs with 58% of responses. This was followed by health services (46%); senior services/activities (45%); recreational and cultural services (43%); transportation services (42%); youth activities/services (40%); mental health services (39%); and job readiness programs (39%). College readiness programs, childcare services and legal services received the lowest response rates.

Neighborhood services: Abandoned lot and building cleanup, and trash and debris removal were the most commonly prioritized neighborhood services programs. They were followed closely by graffiti removal, tree planting and urban greening, and code enforcement. The lowest priority was historic preservation.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments received during the public outreach and comment period were accepted. All input is included in the plan.

7. Summary

The City made every effort to outreach to as many individuals as possible in the community who would benefit from the CDBG, HOME and ESG programs. The priority needs in all community needs categories are evaluated and included in this Consolidated Plan.

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The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	Escondido	
CDBG Administrator	Escondido	Housing and Neighborhood Services Division
HOPWA Administrator		
HOME Administrator	Escondido	Housing and Neighborhood Services Division
ESG Administrator		Housing and Neighborhood Services Division
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative

The City of Escondido's CDBG, ESG, and HOME programs are administered by the City of Escondido Housing and Neighborhood Services Division staff. Division staff is also responsible for preparing this and other Consolidated Planning reports.

Consolidated Plan Public Contact Information

For questions regarding the City of Escondido's CDBG, HOME or ESG programs please contact Holly Nelson~~Karen Youel~~, Housing and Neighborhood Services Manager, at (760) 839-4518 or hnelson~~KYouel~~@escondido.org. City of Escondido CDBG, HOME and ESG programs are administered at Escondido City Hall, located at 201 North Broadway, Escondido, CA 92025.

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PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

As part of the Consolidated Plan development process, the city encourages maximum citizen participation. The City of Escondido has made every effort to outreach to all segments of the community that may have an interest in and may benefit from the use of HOME, CDBG and ESG funds.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City of Escondido has long been committed to fostering relationships with local community groups. Several nonprofit organizations in the community have been working with the City to manage programs and projects that assist lower income residents. A variety of support services in the areas of education, job-training, and homeless, senior and youth services also augment the City's efforts in these areas. The City maintains an updated agency list and has included all interested groups in Consolidated Plan development. In addition, City staff periodically attends CAFE meetings where information from different service and housing agencies in the City is exchanged.

The City has also met with local business leaders to discuss coordination related to economic development and private industry.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The San Diego Regional Task Force on the Homeless (RTFH) is the regional Continuum of Care for San Diego County. The RTFH is an integrated group of local government members, private individuals, and business and nonprofit stakeholders with a goal of ending homelessness in the San Diego region. The RTFH uses a web-based information technology system, Homeless Management Information System (HMIS), to capture and report on client, project and system level information regarding homeless services utilization, performance, and outcomes. The RTFH also uses a Coordinated Entry System (CES), as required by HUD, to increase efficiency and mainstream resources. The RTFH (including the City of Escondido) meets periodically to discuss coordination of services and housing for the homeless population.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City of Escondido participates with the RTFH and meets regularly to coordinate with other agencies in the region and determine the current needs and priorities for assisting the County's homeless population, and spending ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

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Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	City of Escondido
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Public Housing Needs Homeless Needs - Chronically homeless
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Escondido included as many individuals, groups and agencies as possible in the public participation process for the Consolidated Plan. The Community Needs survey was distributed to a list of affordable housing providers and to all property managers of affordable housing developments. It was also available online and distributed at each community meeting during the time period. City staff met with the CAFE group and presented information on the Consolidated Plan, including seeking input on programs and projects. CAFE is a weekly meeting of an organized group of representatives led by COMPACT. COMPACT organizes programs and services in the Escondido community designed to contribute to, and advocate for, healthy, educated and empowered individuals. CAFE gathers representatives from the business community, government, and education, medical, social service and other community agencies to share information.City staff also presented the Consolidated Plan information and process to one of the Rotary groups in Escondido, where we reached a variety of community and business leaders.

Identify any Agency Types not consulted and provide rationale for not consulting

As part of the Consolidated Plan development process, the City encourages maximum citizen and stakeholder participation from all areas and organizations. The City used a variety of outreach methods and no agency or group was excluded during the process.

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Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The Regional Continuum of Care consists of representatives of the 18 cities in the county, nonprofit service providers and others interested in solving San Diego's homeless issue. The groups meets to identify gaps in services, establish funding priorities, and pursue a systemic approach to addressing homelessness.

Narrative (optional):

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PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

In order to develop the Consolidated Plan, the City conducted an extensive public outreach and participation process, which involved the following components:

- Community meetings
- Community Needs Survey
- Public Hearings
- Public Review of Draft Documents

Community meetings were held in different areas of the City, on different days of the week and at different times of the day, in order to reach as many different individuals and groups as possible, including low- and moderate-income persons, minorities, non-English speaking persons, and local and regional institutions. Notices and surveys also were available to property managers and residents at affordable housing projects.

A Community Needs survey was developed with basic questions soliciting input about an individual's perceived needs in the City related to community development, housing and homelessness.

A draft version of this Consolidated Plan was made available prior to the second public hearing, on the City's website and, due to social distancing requirements of the COVID-19 pandemic, available in a hard copy format to the public on an individual basis.

The draft Consolidated Plan was available for public comment for 30 days, from July 24 through August 24, 2020. The document was on the City's website and in a hard copy format at City Hall. City Hall was open to the public during this period.

All outreach material was in Spanish as well as English, and translation was available at meetings and when contacted at City Hall.

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Escondido City Council meetings are held at 6:00 p.m. at Escondido City Hall, to reach as many members of the public as possible. During the COVID-19 pandemic, the City has conducted public meeting via video conference compliance with the Governor's Executive Orders. Notices are published in a local newspaper, are available on the City's website and are posted in a visible location at City Hall.

Results of each of these outreach activities were utilized in developing the priority needs of the Consolidated Plan. An additional priority need of public safety was identified by City leadership in 2023 and is reflected in this amended Consolidated Plan.

The City of Escondido took advantage of COVID-19 waivers granted by HUD, including those related to limiting public gatherings and allowing reasonable notice and opportunity on a Citizen Participation Plan.

The amended Citizen Participation Plan was posted to the City website

(at https://www.escondido.org/housing-division.aspx and https://www.escondido.org/neighborhood-services.aspx on May 13, 2020) along with contact information for Karen Youel to facilitate public comment.

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Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Community Meeting 1-17-20 CAFE	Minorities Non-English Speaking - Specify other language: spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Primary audience service providers	Need for more vouchers and affordable housing; convert open lots to recreation/amenities more senior facilities, park amenities, youth programming; transportation vouchers.	All comments were accepted	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Community Meeting 1-17-20 CAFE	Minorities Non-English Speaking - Specify other language: spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Primary audience - general	Need more community gardens, dog parks, safe transportation corridors; affordable ownership, youth opportunities, street improvements, neighborhood cleanups, homelessness	All comments were accepted	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Community Meeting 1-17-20 CAFE	Minorities Non-English Speaking - Specify other language: spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Primary audience-older adults, affordable housing residents	More rental assistance, crime prevention, safety, bus stop lighting, senior affordable housing. Address homeless, overnight parking for homeless. Improve road conditions for disabled, walkers.	All comments were accepted	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Community Meeting 1-17-20 CAFE	Minorities Non-English Speaking - Specify other language: spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Primary audience-business leaders/owners	Alley improvements; mental health/substance abuse programs; homeless cleanup and crimes, homeless prevention, homeless students; encourage ADUs	All comments were accepted	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Community Meeting 1-17-20 CAFE	Minorities Non-English Speaking - Specify other language: spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Primary audience-older adults	More dog parks, neighborhood beautification, neighborhood crime prevention improvements, street lights; homeless help; funds for rehabs of mobilehomes, energy efficiency	All comments were accepted	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	Community Meeting 1-17-20 CAFE	Minorities Non-English Speaking - Specify other language: spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Local residents	Housing for homeless, dorm-like cottages	All comments were accepted	
7	Community Meeting 1-17-20 CAFE	Persons with disabilities	Mental Health Systems	Specific issues related to MHS clients, housing, special needs services.	All comments were accepted	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
8	Internet Outreach	Affordable housing developers, stakeholders	Developers, owners, operators of affordable housing, including property management	Maintenance of roadways, join funding opportunities for larger RFPs for development	All comments were accepted	
9	Newspaper Ad	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	Targeted Citywide responses	No specific comments received	All comments were accepted	
10	Community Meeting 1-17-20 CAFE	Non-targeted/broad community	City officials, general members of the public	Include seniors, veterans	All comments were accepted	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
11	Community Meeting 1-17-20 CAFE	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Survey was distributed to as many community members as possible.	Comments received are summarized in ES05 #5	All comments were accepted	
12	Newspaper Ad	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	Targeted Citywide responses	No specific comments received (30-day public notice)	All comments accepted	

DRAFT

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
13	Community Meeting 1-17-20 CAFE	Non-targeted/broad community	City officials, general members of the public. Meeting was conducted virtually	Support of previously funded projects, support of two projects	All comments accepted	
14	Newspaper Ad	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	Targeted Citywide responses, published 10/15/2020	No specific comments received (30-day public notice)	All comments were accepted	
15	Public Hearing	Non-targeted/broad community	City officials, general members of the public. Meeting was conducted virtually on 11/18/2020	General support	All comments were accepted	

Table 4 – Citizen Participation Outreach

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Needs Assessment

NA-05 Overview

Needs Assessment Overview

During the development of the Consolidated Plan, residents, community members, stakeholders and agencies were asked to complete a housing and community needs survey. A total of 74 survey responses were received both electronically and via hard copy, and among them the top needs were identified:

Public Infrastructure: street lighting, street/alley improvements

Community Facilities: parks and healthcare

Community Services: anti-crime programs, health services, senior services/activities

Neighborhood services: abandoned lot and building cleanup, trash and debris removal

Housing supply and services: affordable rental housing, new affordable ownership housing, rehab of affordable rental housing, first-time homebuyer assistance

Homelessness services: homeless prevention and diversion, mental and behavioral health and emergency shelters

The needs identified through the survey are consistent with the comments received during the Consolidated Plan outreach meetings, as well as being generally in line with the priorities of the previous Consolidated Plan.

During the Consolidated Plan process a Needs Assessment to help determine the needs within the community in the areas of affordable housing, community development and homelessness, was completed using the Consolidated Plan template. The following Needs Assessment summarizes the types of households in Escondido, including income level and household composition. It contains an evaluation of housing problems, including housing cost burden, overcrowding, and units lacking complete kitchen or plumbing facilities. Details are also included on the types of households most in need of housing assistance, the most common types of housing problems, the type of households that experience housing problems, and the types of households that experience housing problems at a disproportionately greater rate than other households.

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There is also a discussion of the public housing authority, the extent of homeless and homeless needs in Escondido, the needs of the special needs population of Escondido, and the City's non-housing community development needs.

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NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

The Housing Needs Assessment summarizes the housing needs in Escondido according to family type, income level and household type. It also discusses specific housing problems, including cost burden, sub-standard housing, and overcrowding. To the extent that any racial or ethnic group has a disproportionately greater need in any income category in comparison to the needs of that category as a whole, an assessment of that is also completed. Disproportionately greater need exists when the percentage of persons in a category of need who are members of a particular group is at least ten percentage points higher than the percentage of persons in the category as a whole.

According to the 2011-2015 ACS (American Community Survey), the population of Escondido is 149,080, which is approximately a four percent increase from 2009. The 2013-2017 ACS has updated this figure to approximately 150,783 people. The number of households has also increased by approximately six percent during this period to 45,040. As demonstrated in the following tables there is an extensive need for affordable housing in Escondido. Fifty seven percent of all households in Escondido (25,535) are considered to have a low-income (household income less than 80% AMI [Area Median Income]). Eighteen percent of all households are considered to have an extremely low income (less than 30% AMI). Seventeen percent of the low-income households (4,300 households) are considered large family households (5 or more members). Small family households are defined as having 2-4 members. Twenty seven percent of all low-income households (6,860 households) have children six years old or younger. Fourteen percent of all low-income households (3,385 households) contain at least one person age 75 or older.

According to the 2013-2017 ACS 5-year estimates, white residents (by race) make up a majority of Escondido's population (75%), followed by Asian residents (7%) and Black residents (3%). There are small populations of American Indian/Alaskan native and Native Hawaiian/Pacific Islander residents (less than 1% of the population each). Those of Hispanic origin (ethnicity) make up 51.3 percent of the population.

The ACS data also shows that the median income of Escondido residents decreased by seven percent from 2009 to 2015. More recent ACS 5-year estimates indicate that the median income is approximately $58,834, which is still lower than the San Diego County median income of $70,588. This does represent an increase from 2013 in inflation-adjusted dollars, according to 2013-2017 ACS data. Income is one of the most important factors in determining whether a household is able to balance housing costs with other basic necessities, while avoiding housing problems such as cost burden and overcrowding.

Demographics	Base Year: 2009	Most Recent Year: 2015	% Change
Population	143,911	149,080	4%
Households	42,547	45,040	6%

Demographics	Base Year: 2009	Most Recent Year: 2015	% Change
Median Income	$54,457.00	$50,899.00	-7%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2005-2009 ACS (Base Year), 2011-2015 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	8,245	8,345	8,945	4,970	14,535
Small Family Households	3,375	3,625	3,575	2,220	7,860
Large Family Households	975	1,640	1,685	770	1,835
Household contains at least one person 62-74 years of age	1,265	1,200	1,655	895	3,115
Household contains at least one person age 75 or older	1,295	1,060	1,030	490	1,135
Households with one or more children 6 years old or younger	1,860	2,710	2,290	1,120	1,590

Table 6 - Total Households Table

Data Source: 2011-2015 CHAS

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Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	135	40	30	50	255	15	10	10	0	35
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	710	850	515	105	2,180	45	80	45	15	185
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	925	670	610	165	2,370	45	175	145	180	545
Housing cost burden greater than 50% of income (and none of the above problems)	2,270	1,800	400	55	4,525	935	905	575	185	2,600

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	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	385	2,295	2,160	380	5,220	235	450	1,160	1,095	2,940
Zero/negative Income (and none of the above problems)	955	0	0	0	955	910	0	0	0	910

Table 7 – Housing Problems Table

Data Source: 2011-2015 CHAS

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	4,045	3,360	1,555	375	9,335	1,040	1,170	780	380	3,370
Having none of four housing problems	665	2,690	3,905	1,820	9,080	630	1,125	2,710	2,395	6,860
Household has negative income, but none of the other housing problems	955	0	0	0	955	910	0	0	0	910

Table 8 – Housing Problems 2

Data Source: 2011-2015 CHAS

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3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,930	2,665	1,125	5,720	220	500	905	1,625
Large Related	890	1,045	340	2,275	65	175	330	570
Elderly	740	725	575	2,040	745	545	525	1,815
Other	815	855	820	2,490	240	230	100	570
Total need by income	4,375	5,290	2,860	12,525	1,270	1,450	1,860	4,580

Table 9 – Cost Burden > 30%

Data Source: 2011-2015 CHAS

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,570	1,090	145	2,805	185	375	330	890
Large Related	795	355	55	1,205	65	60	40	165
Elderly	665	255	140	1,060	570	340	180	1,090
Other	695	435	125	1,255	205	165	45	415
Total need by income	3,725	2,135	465	6,325	1,025	940	595	2,560

Table 10 – Cost Burden > 50%

Data Source: 2011-2015 CHAS

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	1,445	1,185	880	190	3,700	90	130	100	110	430
Multiple, unrelated family households	125	275	240	80	720	0	125	75	85	285

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Other, non-family households	65	60	0	0	125	0	0	15	0	15
Total need by income	1,635	1,520	1,120	270	4,545	90	255	190	195	730

Table 11 – Crowding Information – 1/2

Data Source: 2011-2015 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 12 – Crowding Information – 2/2

Data Source Comments: Table 12 displays the number of households that include children under the age of 18 by tenancy and household income. The information provided by 2017 ACS 1-year estimates is shown. The information consists of the total number of households since the number by household income is not available.

Describe the number and type of single person households in need of housing assistance.

According to the 2017 ACS 1-year estimates, 21% of occupied housing units (9,337) in Escondido are occupied by a one-person household. Forty four percent of single-person households are seniors (65 years and older) living alone. Fifty five percent of seniors living alone are homeowners, while 45 percent are renters. Seniors living alone typically require assistance with rent or with repairs and maintenance, and make up the single person household most in need of housing assistance, since they are often on fixed incomes.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

According to the 2017 ACS, 16,663 Escondido residents have a disability, which is 11 percent of the population. The U.S. Administration on Developmental Disabilities estimates that 4.5 million individuals in the United States live with a developmental disability. Developmental disabilities are not specifically recorded in the Census, although cognitive disabilities and self-care and independent living difficulties are. Both cognitive and developmental disabilities are broad labels indicating limitations on mental functions and skills. The types of disability affecting Escondido residents range from cognitive difficulty

(7,499), ambulatory difficulty (8,358), vision difficulty (2,790) and hearing difficulty (3,530). Of course, a person can have multiple disabilities. According to the 2013-2017 ACS, 19.7 % of persons age 16 and over with a disability in Escondido have an income below 100% of the poverty level, while 14% of those over 16 years but without a disability have an income below 100% of the poverty level.

There is no information available specifically on victims of domestic violence, dating violence, sexual assault or stalking in Escondido. However, according to the National Coalition Against Domestic Violence, 10 million men and women in the United States will be physically abused by a partner each year. Due to the large number of sexual/domestic violence victims nationwide, it is anticipated that there is a need for housing assistance for DV victims in Escondido.

What are the most common housing problems?

According to the data above, overcrowding and housing cost burden are the most common housing problems. Sixty-seven percent of households with an income less than 80% AMI (area median income) have a housing cost burden, meaning they pay more than 30% of household income toward housing costs. Housing costs include rent and utilities for renter households and mortgage, taxes, insurance and utilities for owner households. Thirty five percent of households in this income category have a severe housing cost burden, paying more than 50% of their income toward housing costs. Seventy-four percent of those in low income households experiencing a cost burden are renters, while 27% are owners. In contrast, 19% of households earning less than 80% AMI (18% of households earning less than 100% AMI) experience overcrowding (more than one person per room). Eight nine percent of these are renter households, while 11% are owner households. A symptom of overcrowding conditions is seen in the number of illegal garage conversions. There were 33 cases of garages converted to living space with no building permit in Escondido in 2019. The number of such cases has been higher in the last few years, but the Code Enforcement Division has focused on garage conversion for the last few years, to ensure safety and habitability.

While forty-seven percent of low-income households (HH income < 80% AMI) in Escondido (11,950) experience one or more of the listed severe housing problems (housing cost burden, severs overcrowding, lacks complete kitchen, lacks complete plumbing), 46 percent (11,725) of the low-income households have none of the severe problems. Only one percent of the households (290) lack complete kitchen or plumbing facilities. Substandard units were the least common housing problem in the city.

Are any populations/household types more affected than others by these problems?

According to the CHAS data, 12,705 households have one or more severe housing problems. Seventy four percent of these households are renters. Ninety four percent of those with one or more housing problems have a household income of less than 80% AMI. When you look at specific housing problems like cost burden and overcrowding there are household types that are more affected. Of households experiencing overcrowding (more than one person per room), 87 percent are renter households. Of the overcrowded renter households, 94 percent have a household income less than 80% AMI and 36 percent have income less than 30% AMI (extremely low-income). Housing cost burden is typically linked to income levels. Having a cost burden or severe cost burden is defined as paying more than 30 percent or more than 50 percent of household income toward housing cost. According to CHAS data, 67% of households with household income less than 80% AMI are cost burdened. Seventy four percent of these are renter households. In addition, twenty-three percent of the cost burdened lower income households are elderly.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

According to ACS 2017 data, 12 percent of the Escondido population is living below the poverty level. This includes 16.3 percent of all children under 18 years and 14.2 percent of all children under 5. Due to financial instability, extremely low-income households and those with a severe housing cost burden are more likely to lose their homes and become homeless, living in shelters or becoming unsheltered. They are more likely to be impacted by a job loss, medical emergency or other unexpected expense. Extremely low-income families with children are especially at risk of becoming homeless. According to CHAS 2011-2015 data in table 6 above, 8,245 households in Escondido have extremely low income (less than 30% of AMI). Twenty three percent of Extremely low-income households have one or more children 6 years old or younger. Since 54 percent of severely cost burdened households have incomes less than 30% AMI, it is clear that there is a need for assistance for extremely low-income households with children.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Generally, households are at-risk of becoming homeless if they have extremely low income and a severe housing cost burden (spending 50% or more of household income on housing). According to CHAS data

in tables above, 3,725 renter households (16% of all renter households) and 1,025 owner households (5% of all owner households) have an extremely low income and a severe housing cost burden.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

Extremely low-income households with a severe housing cost burden are more likely to lose their homes and become homeless. They are financially more unstable and more likely to be impacted be a job loss, medical emergency or other unexpected expense. In the most recent economy, many factors are considered largely responsible for the increase in homelessness, according to the National Coalition for the Homeless. A shortage of affordable housing and an increase in poverty are the primary reasons for individuals and families losing their homes and becoming homeless, with many other contributing factors including economic and societal issues.

Discussion

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110NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

A disproportionate housing need exists when the members of a racial or ethnic group at a given income level experience a housing problem at a rate at least ten percentage points higher than the category /income level as a whole, according to HUD. The four housing problems identified are: 1. Lacks complete kitchen facilities; 2. Lacks complete plumbing facilities; 3. More than one person per room; and 4. Cost burden greater than 30%.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	5,705	675	1,865
White	2,365	380	1,280
Black / African American	175	0	0
Asian	265	39	8
American Indian, Alaska Native	45	4	0
Pacific Islander	15	0	0
Hispanic	2,745	225	560

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	7,275	1,075	0

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
White	2,590	705	0
Black / African American	210	4	0
Asian	210	20	0
American Indian, Alaska Native	15	0	0
Pacific Islander	0	0	0
Hispanic	4,165	320	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	5,655	3,295	0
White	2,625	1,650	0
Black / African American	205	115	0
Asian	300	190	0
American Indian, Alaska Native	4	25	0
Pacific Islander	0	0	0
Hispanic	2,415	1,280	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

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80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,235	2,735	0
White	1,255	1,730	0
Black / African American	44	80	0
Asian	125	175	0
American Indian, Alaska Native	0	4	0
Pacific Islander	0	15	0
Hispanic	765	715	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

Discussion

Among all Escondido households with incomes up to 100% Area Median Income (AMI), Hispanic, Asian and Black households are the most likely to experience one or more housing problems. Specifically, 77 percent of Hispanic households, 77 percent of Black households, and 68 percent of Asian households experience at least one housing problem. Sixty nine percent of all households in the whole income range experienced at least one housing problem. The proportion of white households experiencing housing problems was lower than average at 61 percent. Escondido has very few Pacific Islander and American Indian/Alaska Native households. Fifteen of 30 (50%) Pacific Islander households in the income range and 64 of 97 (66%) AI/AN households experienced one or more housing problems.

Looking at individual income levels:

0-30% AMI: In the extremely low-income category, 70 percent of the jurisdiction as a whole experience one of the housing problems. White households have a lower proportion of housing problem experience at 59 percent. However, a few racial categories experience a disproportionate need. One hundred percent of blacks in this category (175 households) experience one or more problems, as well as 85% of Asian households, 92% of American Indian/Alaska Native households and 100% of Pacific Islander households. Escondido does have relatively small Black, American Indian/Alaska Native, and Pacific Islander populations. According to the 2013-2017 ACS 5-year estimates, there are approximately 443 Native Hawaiian/Pacific Islanders, 1,409 American Indian/Native Alaskans, and 3,799 Black/African Americans in Escondido.

30%-50% AMI: Eighty eight percent of the jurisdiction in this income category experience one or more housing problems. A lower percentage of white households (79%) experience one or more problems. There is a disproportionate need among Black (99%-210 households) and American Indian/Alaska Native (100% - 15 households) households.

50% - 80% AMI: In this income category, 64% of the jurisdiction experiences one or more of the housing problems. There is no disproportionate need among racial/ethnic groups.

80% - 100% AMI: In this income category, 45% of the jurisdiction experiences one or more of the housing problems. There is no disproportionate need among racial/ethnic groups.

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NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

A disproportionate housing need exists when the members of a racial or ethnic group at a given income level experience housing problems at a rate at least ten percentage points higher than the category /income level as a whole, according to HUD. The four severe housing problems identified are: 1. Lacks complete kitchen facilities; 2. Lacks complete plumbing facilities; 3. More than 1.5 persons per room; and 4. Cost burden greater than 50%.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	5,085	1,295	1,865
White	2,090	655	1,280
Black / African American	135	40	0
Asian	240	64	8
American Indian, Alaska Native	20	30	0
Pacific Islander	15	0	0
Hispanic	2,500	475	560

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

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30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,530	3,815	0
White	1,525	1,765	0
Black / African American	175	40	0
Asian	130	100	0
American Indian, Alaska Native	0	15	0
Pacific Islander	0	0	0
Hispanic	2,630	1,860	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,335	6,615	0
White	840	3,430	0
Black / African American	25	300	0
Asian	100	385	0
American Indian, Alaska Native	0	29	0
Pacific Islander	0	0	0
Hispanic	1,310	2,385	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

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80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	755	4,215	0
White	320	2,670	0
Black / African American	0	124	0
Asian	45	250	0
American Indian, Alaska Native	0	4	0
Pacific Islander	0	15	0
Hispanic	380	1,100	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

Discussion

Discussion

Forty two percent of all households with incomes up to 100% of the Area Median Income (AMI) experienced one or more severe housing problems. Among all Escondido households in that income category, Hispanic, Asian, Black and Pacific Islander households are the most likely to experience one or more severe housing problems. Specifically, 52 percent of Hispanic households, 40 percent of Black households, and 39 percent of Asian households experience at least one severe housing problem. Although 50% of Pacific Islander households experienced at least one severe housing problem, there are only 30 PI households at less than 100% AMI. The proportion of white households in the category experiencing severe housing problems was lower than average at 33 percent. Twenty of 98 (21%) AI/AN households experienced severe housing problems. Escondido has very few Pacific Islander and American Indian/Alaska Native households.

Looking at individual income levels:

0-30% AMI: In the extremely low-income category, 62 percent of the jurisdiction as a whole experiences one of the severe housing problems. White households have a lower proportion of experience at 52

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percent. Three racial categories experience a disproportionate need. 78 percent of black households in this income category experience one or more severe problems, as well as 77% of Asian households, and 100 percent of Pacific Islander households (15 households). Again, Escondido has relatively low Black, American Indian/Alaska Native, and Pacific Islander populations.

30%-50% AMI: Fifty five percent of the jurisdiction in this income category experience one or more severe housing problems. A lower percentage of white households (47%) experience one or more problems. There is a disproportionate need among Black households where 82 percent of those in the income category experience one or more severe housing problems.

50% - 80% AMI: In this income category, 26% of the jurisdiction experiences one or more of the housing problems. There is a disproportionate need among Hispanic households where 36 percent of those in the income category experience one or more severe housing problems

80% - 100% AMI: In this income category, 16% of the jurisdiction experiences one or more of the severe housing problems. There is a disproportionate need among Hispanic households where 26 percent of those in the income category experience one or more severe housing problems

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NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

A disproportionate housing need exists when the members of a racial or ethnic group at a given income level experience housing problems at a rate at least ten percentage points higher than the category /income level as a whole, according to the Department of Housing and Urban Development (HUD).

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	22,035	11,785	9,315	1,900
White	12,745	5,745	4,335	1,305
Black / African American	625	370	290	0
Asian	1,560	645	450	8
American Indian, Alaska Native	55	45	20	0
Pacific Islander	30	4	15	0
Hispanic	6,710	4,815	4,005	565

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2011-2015 CHAS

Discussion:

Having a housing cost burden or severe cost burden is defined as paying more than 30 percent or more than 50 percent of household income toward housing cost. Forty seven percent of Escondido's households experience some housing cost burden, while 49% of households experience no housing cost burden, according to the CHAS data above. None of the racial/ethnic groups shows a disproportionately greater need. Forty two percent of white households, 52% of Black households, and 55% of Hispanic households experience a housing cost burden. Forty two percent of Asian households, 55% of American Indian/Alaskan Native, and 39% of Pacific Islander households experience a housing cost burden.

When it comes to a severe housing cost burden (greater than 50% of income toward housing cost) Pacific Islander households are the only group experiencing a disproportionately greater need. Twenty one percent of households in the jurisdiction experience a severe housing cost burden, while 31% of

Pacific Islander households do. It should be noted that there are only 49 Pacific Islander households in the jurisdiction.

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NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

Housing problems, including severe housing problems and housing cost burden are more prevalent in lower income categories, as would be expected. Although there is certainly a problem in Escondido with housing cost burden, there is not a significant, disproportionate need among any ethnic or racial group, with the exception of a slightly greater severe burden among Pacific Islanders. However, the total Pacific Islander population in Escondido is 49 households.

As far as housing problems, there is no disproportionately greater need among groups in the 50%-80% AMI and 80%-100% categories. There is a disproportionately greater need among Black and Pacific Islander households in the 30% - 50% category. In the 0-30% category there is a disproportionately greater need among Black, Asian, American Indian/Alaska Native, and Pacific Islander households.

For households with severe housing problems, there is a disproportionate need among Hispanic households in the 50%-80% and 80%-100% income categories. In the 30%-50% category, there is a disproportionate need among Black households. In the 0-30% category there is a disproportionate need among Black, Asian and Pacific Islander households.

If they have needs not identified above, what are those needs?

The need for housing and community development among lower income households in Escondido is great for all racial and ethnic groups. The needs are included in this Needs Assessment.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

The majority of the City is located in a CDBG-eligible census tract. The City does have some minority concentration areas, where there are higher concentrations of Hispanic households, in the City's central core. According to HUD's Minority Concentration Analysis Tool, the majority of Escondido's central core has a minority concentration of Hispanic households of more than 20 percent in the Housing Market Area (HMA). All minority concentration areas are within CDBG-eligible census tracts.

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NA-35 Public Housing – 91.205(b)

Introduction

The City does not operate its own Housing Authority for public housing and Housing Choice Vouchers. The Housing Authority of the County of San Diego (HACSD) administers public housing and the voucher program in many jurisdictions within San Diego County, including Escondido. There are no public housing projects within the boundaries of the City of Escondido. The tables below summarize the information provided by the HACSD for public housing and the Housing Choice Voucher program in the San Diego area. Although the HACSD was not able to provide racial/ethnic information for Escondido voucher holders, they did provide this information on the entire program. Of the Housing Choice Vouchers in use in the entire HACSD jurisdiction, 34% are Hispanic. Eighty percent are white, 15% are Black/African American, 2.8% are Asian, and less than 1% each are American Indian/Alaska Native and Pacific Islander.

The HACSD did provide some information specific to Escondido residents. Currently there are 2,032 Escondido residents on the waiting list for rental assistance vouchers (out of a total of 37,307 on the waiting list in the HACSD area). In Escondido, 44% of households on the wait list are families, while 19% are single, 22% are disabled and 16% are elderly. There are currently 1,040 Escondido residents receiving rental assistance vouchers. This includes 871 extremely low-income residents; 133 very low-income residents; 35 moderate-income residents; and 1 above-moderate income resident. Sixty five percent of those currently receiving assistance in Escondido are extremely low-income elderly/disabled households. Seventy three percent of the total are elderly/disabled. Only 5% of those receiving voucher assistance are large (5 or more persons) families.

It is clear from the size of the waiting list in Escondido and the entire area that there is a significant need for rental assistance.

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Totals in Use

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	83	117	10,566	0	10,411	110	0	42

Table 22 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data Source: PIC (PIH Information Center)

Characteristics of Residents

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	12,491	18,844	15,253	0	15,270	13,174	0
Average length of stay	0	3	6	6	0	6	0	0
Average Household size	0	2	2	2	0	2	1	0
# Homeless at admission	0	0	2	3	0	3	0	0
# of Elderly Program Participants (>62)	0	18	47	3,465	0	3,432	14	0
# of Disabled Families	0	12	23	2,885	0	2,828	33	0

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	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
# of Families requesting accessibility features	0	83	117	10,566	0	10,411	110	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 2324 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Race	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	71	98	8,511	0	8,408	66	0	35
Black/African American	0	6	15	1,603	0	1,555	41	0	6
Asian	0	4	2	297	0	294	2	0	1
American Indian/Alaska Native	0	0	1	84	0	84	0	0	0
Pacific Islander	0	2	1	71	0	70	1	0	0
Other	0	0	0	0	0	0	0	0	0

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Table 2425 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	24	73	3,644	0	3,619	17	0	8
Not Hispanic	0	59	44	6,922	0	6,792	93	0	34

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Table 2526 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

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Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

There is a need for accessible units for applicants on the waiting list, based on the number of elderly and disabled households in Escondido. In Escondido, 22% of those on the waiting list for vouchers are disabled (442 households) and 16% are elderly (324 households).

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

There are no public housing units located in the City of Escondido. According to the information provided by the Housing Authority of the County of San Diego (HACSD), as of February 7, 2020, there are 1,040 Escondido residents receiving Housing Choice Vouchers. The most immediate need of those residents holding vouchers appears to be rental assistance and/or accessible units. Seventy three percent of the total receiving assistance in Escondido are elderly/disabled. Sixty five percent of those currently receiving assistance are extremely low-income elderly/disabled households. In addition, 84 percent of those receiving vouchers have a household income of less than 30% AMI. Of those on the waiting list in Escondido, 38% are elderly or disabled and 44% consist of a family.

How do these needs compare to the housing needs of the population at large

In general, the housing needs of those receiving vouchers and on the waiting list are very similar to the needs of the Escondido population as a whole. According to the 2011-2015 CHAS data, 19% of households in Escondido have an extremely low income. While 11% of the entire Escondido population has a disability, 38% of those over 65 years of age have a disability (2013-2017 ACS). Additionally, 43.6 percent of seniors (those 65 years and older) live alone.

Discussion

See above discussion details.

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NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

Throughout California and the San Diego region, homelessness has become an increasing issue. Many factors have contributed to the rise in homelessness, including, according to the U.S. Conference of Mayors, lack of affordable housing, unemployment, poverty, mental illness and the lack of services, and substance abuse and the lack of services. According to the Regional Task Force on the Homeless (RTFH) WeAllCount Point in Time Count 2019, an estimated 350 homeless individuals were located in Escondido at the time of the count, which represents 4.4% of the homeless in San Diego County. This number includes 241 unsheltered individuals and 109 sheltered individuals. Of the unsheltered homeless, they were identified as 6% veterans (15 individuals), 30% female (72 individuals), 2% families (6 individuals) and 10% youth (25 individuals). Forty two percent (100 individuals) were identified as chronically homeless. Those in shelters included 70 in an emergency shelter, 30 in transitional housing, and 9 in a safe haven. At the time of the count, the homeless housing inventory in Escondido, according to the RTFH is as follows:

- Emergency Shelter: 89 beds with 74% utilization
- Safe Haven: 14 beds with 83% utilization
- Transitional Housing: 34 beds with 97% utilization
- Permanent supportive housing: 146 beds with 90% utilization
- Rapid re-housing: 109 beds with 100% utilization

Homeless youth is an issue in all regions of San Diego County. The RTFH has collaborated with other community stakeholders to put together the San Diego Coordinated Community Plan to End Youth Homelessness 2019-2024. There are many factors associated with youth homelessness including poverty, sex trafficking, foster care, mental health, family dysfunction, and being members of the LGBTQ community. According to the 2019 Point in Time Count, of 241 unsheltered individuals of all ages in Escondido, 25 were youth (ages 14 to 24). This is 10% of the homeless population of Escondido at the time.

Other detailed demographic information on the homeless population in Escondido is available from the RTFH, shown on the tables below. No information is available for persons with HIV or for a Rural population in Escondido. There is also no specific information on length of stay for unsheltered homeless.

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Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	6	0	573	225	218	0
Persons in Households with Only Children	0	0	8	1	1	0
Persons in Households with Only Adults	210	0	1,408	1,398	768	0
Chronically Homeless Individuals	100	0	543	524	286	0
Chronically Homeless Families	0	0	0	0	0	0
Veterans	15	0	308	307	206	0
Unaccompanied Child	25	0	90	89	46	0
Persons with HIV	0	0	0	0	0	0

Table 2627 - Homeless Needs Assessment

Data Source Comments:

Indicate if the homeless population is: Has No Rural Homeless

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If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

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Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	1,341	0
Black or African American	370	0
Asian	23	0
American Indian or Alaska Native	42	0
Pacific Islander	30	0
Ethnicity:	**Sheltered:**	**Unsheltered (optional)**
Hispanic	613	0
Not Hispanic	1,349	0

Data Source Comments:

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

According to data on homeless in Escondido in 2019, 1,989 total homeless in a total of 1,524 households were served during the year in the various types of shelter, including emergency shelter, transitional shelter, safe haven, homelessness prevention, rapid rehousing, and permanent supportive housing. This includes 1,408 single adults, 573 persons in families and eight unaccompanied children. 806 identified as female and 1,167 identified as male. 1,341 identified as White, 30 as Native Hawaiian/Pacific Islander, 370 as Black/African American, 42 as American Indian/Alaska Native, and 23 Asians. Three hundred eight of this total were veterans, 543 were chronic homeless, and 90 were youth. Of the veterans, 66 were chronic homeless and 8 were youth. 36 homeless veterans identified as Hispanic and 270 identified as Non-Hispanic. 208 identified as White, 78 as Black/African American, 6 as American Indian/Alaska Native, 2 as Asian, and 1 Native Hawaiian/Pacific Islander. One hundred fifty-seven of the homeless veterans are over the age of 55, and 8 were between the age of 18 and 24. Seventy six are 62 years of age or older.

There were 573 homeless members of families in 158 households. 38 of these individuals were chronic. 330 clients identified as Hispanic, with 239 non-Hispanic. Eight unaccompanied children (from 2 households) were served. Three were under the age of five and three were aged between 5 and 12. One-half identified as Hispanic and one-half did not. Five were White and 2 were of mixed races. One-half were female and one-half were male.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

According to data on homeless in Escondido in 2019, 1,989 total homeless in a total of 1,524 households were served during the year in the various types of shelter, including emergency shelter, transitional shelter, safe haven, homelessness prevention, rapid rehousing, and permanent supportive housing. This includes 1,408 single adults, 573 persons in families and eight unaccompanied children. 806 identified as female and 1,167 identified as male. 1,341 identified as White, 30 as Native Hawaiian/Pacific Islander, 370 as Black/African American, 42 as American Indian/Alaska Native. 308 of this total were veterans, 543 were chronic homeless, and 90 were youth. Of the veterans, 66 were chronic homeless and 8 were youth. 36 identified as Hispanic and 270 identified as Non-Hispanic. 208 identified as White, 78 as Black/African American, 6 as American Indian/Alaska Native, 2 as Asian, and 1 Native Hawaiian/Pacific Islander. 157 of the homeless veterans are over the age of 55, and 8 were between the age of 18 and 24.

In 2019 there were 573 homeless members of families in 158 households. 38 of these individuals were chronic. 330 clients identified as Hispanic, with 239 non-Hispanic. Eight unaccompanied children (from 2 households) were served. Three were under the age of five and three were aged between 5 and 12. One-half identified as Hispanic and one-half did not. Five were White and 2 were of mixed races. One-half were female and one-half were male.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

According to the 2019 Point in Time Count, Escondido had 241 unsheltered homeless. This included 100 chronically homeless, 15 veterans, 25 youth, 6 members of families, and 72 females. Other specific information on the Escondido unsheltered population is not available. Information from the 2019 Point in Time Count for the San Diego County region, however, is available. There were a total of 3,626 sheltered homeless and 4,476 unsheltered homeless in San Diego County. In the County, 10 percent of the unsheltered population are veterans, where 18% of the sheltered population are veterans. Three percent are families with at least one child, while 13 percent of the sheltered population are families with at least one child. 12 percent of the unsheltered population are youth under the age of 24, versus 28 percent of the sheltered population. Of the sheltered population, 62 percent are male and 38 percent are female. Of the unsheltered population, 73 percent are male and 27 percent are female.

A large percentage of the unsheltered homeless population in the County reported health conditions. 36 percent reported a physical disability, 24 percent report mental health issues, 12 percent reported substance use, 2 percent reported HIV/AIDS, and 12 percent reported they were a survivor of domestic violence. Thirty three percent of the unsheltered population was age 55 or older.

Discussion:

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

The non-homeless special needs group is described as persons who are not homeless but who require housing or supportive services because of special characteristics. This includes elderly (those 62 and older); frail elderly; persons with mental, physical or developmental disabilities; persons with HIV/AIDS and their families; persons with alcohol or other drug addictions; and victims of domestic violence, dating violence, sexual assault and stalking.

Describe the characteristics of special needs populations in your community:

Certain segments of the population may have more difficulty finding safe, decent, affordable housing due to their special needs. These residents may experience higher incidences of housing cost burden, overcrowding or other housing problems. Census and Regional Task Force on The Homeless data provide information on the special needs groups in Escondido.

Seniors (those 65 years of age or older) are considered a special needs group due to their relatively low income, presence of disabilities or limitations, and dependency needs. According to 2013-2017 ACS 5-year estimates, 11% of Escondido's population is 65 years or older. Approximately 9,202 households (20% of all) include a senior 65 or older. 4,033 households (9% of all households) consist of a senior, aged 65 or older, living alone. Of seniors living alone, 55% own their residence and 45% are renters. In addition, according to the Housing Needs summary tables in NA-10, twenty-four percent of households experiencing severe housing cost burden are elderly (2,150 households). Senior households are particularly vulnerable to housing problems due to limited income, prevalence of mental and physical disabilities, limited mobility and high health care costs.

There are a total of 15,768 Escondido residents (10.5% of the population) with a disability, according to the 2013-2017 ACS 5-year estimates. 9.8 percent of persons living in San Diego county have a disability, so there is a slight concentration of those with a disability in Escondido. Federal laws define a person with a disability as "any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such an impairment." As categorized, a person can have multiple disabilities. Among the Escondido population as a whole, 5.9% have an ambulatory difficulty, 1.7% have a vision difficulty, 4.7% have a cognitive difficulty, 2.6% have a hearing difficulty, and 6% have an independent living difficulty. The census does not record developmental disabilities. Persons with disabilities have a wide range of housing needs, which can vary depending on the type and severity of the disability. They often have limited incomes and extensive needs for services and accessible living units. According to the Census, of residents over

the age of 16 with a disability, 19.7% live at below 100% of the poverty level. Another 15.3% live at between 100% and 149% of the poverty level. According to the ACS, the poverty level for a family of two in San Diego County is $15,379 (149% is $22,914) and the poverty level for a family of four is $24,230 (149% is $36,102).

Specific information on the numbers of persons with HIV/AIDS; persons with drug or alcohol addiction; and victims of domestic violence, dating violence, sexual assault and stalking in Escondido are not readily available. We do have anecdotal information, however. Due to the prevalence of drugs in San Diego County and the proximity to the Mexican border, it is anticipated that the number of persons with addictions to various drugs is significant. Mental illness often goes hand in hand with drug addiction. It is anticipated that there is a need for addiction-related housing assistance in Escondido.

See remainder of narrative description below in Discussion.

What are the housing and supportive service needs of these populations and how are these needs determined?

During the consultation process for the Consolidated Plan, supportive service needs were discussed with service providers. The City has a need for many supportive services, including housing, emergency shelter services, youth housing and counseling services, recreational activities, senior services, counseling, case management, transportation, and referral.

According to 2017 ACS data, only 6% of homes in the United States are accessible, while 8% of residences in the San Diego area are accessible. Due to the lack of accessible housing, housing cost burden rate is higher for those with a disability. In the San Diego area, the cost burden rate for a renter household with a physically disabled member is 5.8% higher than a household without a member with a disability. Although newer rental construction is generally more accessible, the need for more accessible units persists.

There are housing and supportive services needed for many types of special needs households in Escondido, including seniors and veterans, as determined during this Needs Assessment.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

According to the County of San Diego 2016 HIV/AIDS Epidemiology Report, there have been approximately 500 persons newly diagnosed with HIV/AIDS in San Diego County during each of the previous two years, and approximately 15,899 diagnosed during the period 1981-2016. In 2016 there

were 13,643 people living with HIV/AIDS (PLWHA) in San Diego County, including 90% males and 10% females. Of this population, 34% (4,697) are Hispanic and 47% (6,418) are white. Thirteen percent (1,798) of this population are Black, 3% are Asian, and less than 1% each are American Indian/Alaska Native (53) and Native Hawaiian/Pacific Islander (35). Of those living with HIV/AIDS in San Diego County, 7,126 (53%) are older than 49. Less than 1% each are less than 13 years old (15) and between 13-19 years old (41). Ninety-four percent are older than 30. One hundred twenty- five of those PLWHA (1.7% of total) are living in Escondido.

Discussion:

Characteristics of special needs populations in community, continued from above:

According to the National Coalition Against Domestic Violence, nationally 10 million men and women will be physically abused by a partner each year. According to San Diego County Live Well, it is estimated that there are approximately 17,000 domestic violence cases reported to law enforcement annually in San Diego County. Due to the large number of sexual/domestic violence victims nationwide and countywide, it is anticipated that there is a need for housing for DV victims in Escondido.

Veterans, whether homeless or not, are another group needing supportive housing in Escondido. Of the population in Escondido over 18 years old, 6.6 percent are veterans. Ninety one percent are male and nine percent are female.

Summary: Certain households have an especially difficult time finding decent and affordable housing due to their special characteristics and needs. Seniors are a significant segment of the Escondido population and a senior household on a fixed income can face great difficulty finding safe and affordable housing. For persons with a disability, adaptable housing is the most critical need, and affordability and design can limit the supply of housing for persons with disabilities.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

Based on the Community Needs Survey and other outreach, parks, community centers and recreational facilities, and homeless facilities are the public facility needs with the highest priority. To a lesser extent, healthcare facilities, senior centers and nonprofit facilities were also prioritized.

How were these needs determined?

Public facility needs in Escondido were determined based on the following:

- Comments received during the community outreach process.
- Responses from the Community Needs Survey.
- Consultation with other City Departments, including Community Services and Engineering Services/Public Works

Describe the jurisdiction's need for Public Improvements:

Given the age of the City and the condition of the City's infrastructure, there is a definite need for public improvements. The priority needs for Escondido include street lighting, sidewalk, and street/alley improvements.

How were these needs determined?

Public improvement needs in Escondido were determined based on the following:

- Comments received during the community outreach process.
- Responses from the Community Needs Survey.
- Consultation with other City Departments, including Community Services and Engineering Services/Public Works

Describe the jurisdiction's need for Public Services:

Based on the Community Needs Survey and other outreach, anti-crime programs, health services, senior services, recreational/cultural services, transportation services, youth services, homeless services and mental health services are among the public services most needed in the City.

How were these needs determined?

Public service needs in Escondido were determined based on the following:

- Comments received during the community outreach process.
- Responses from the Community Needs Survey.
- Consultation with other City Departments, including Community Services and Engineering Services/Public Works

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The information in the following Market Analysis, in conjunction with the information in the previous Needs Assessment and the information gathered during the citizen participation process, will help form the basis for the Priority Needs for Community Development, Housing and Homelessness in Escondido for the next five years.

The City of Escondido is approximately 37 square miles in size, within a sphere of influence area of 68 square miles. The City has approximately 45,040 housing units according to the latest available census figures. The units are split almost evenly between renter-occupied (22,815) and owner-occupied (22,225). Based on the Needs Assessment and this Market Analysis, several characteristics indicate that affordable housing is a key issue in Escondido.

According to CoreLogic, the median sales price for a single-family home is $580,000, while the average rent in Escondido was $1,315 for a studio; $1,535 for a 1-bedroom; $1,785 for a 2-bedroom; and $2,200 for a 3-bedroom. The majority of Escondido's housing stock was constructed prior to 1980 (51%), which results in many units needing rehabilitation and improvements.

Being an urbanized area, Escondido has easy access to broadband technology services throughout the City. Most areas have access to multiple providers and there are low-cost services available.

Escondido participated in the preparation of a multi-jurisdictional hazard mitigation plan for San Diego County in 2004, which was updated in 2018. In addition, Escondido adopted a Climate Action Plan in 2013, which is in the process of being updated.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

The City of Escondido is 37 square miles in size and is not built out. There is available open land in the perimeter areas of the city and there are several infill areas available for redevelopment in the central urban areas. The community supports a wide range of housing types and the growth that is currently occurring consists of both new single-family development on the outskirts of the City, and multi-family development near the downtown core. There are approximately 45,040 housing units in the city. According to 2011-2015 ACS data, slightly less than one-half (49%) of the City of Escondido's housing stock is comprised of detached single-family structures. Multi-family units in properties with five or more units comprise 30 percent of the existing housing stock. Seven percent of the residential units in Escondido (3,330 units) consist of a mobilehome, boat, RV or van. Fifty percent of units in Escondido are owner-occupied while 50% are renter-occupied.

When it comes to the size of a unit, 77 percent of ownership units contain three or more bedrooms, while only 26 percent of rental units contain three or more bedrooms. Four percent of rental units contain no bedrooms, while less than one percent of ownership units contain no bedrooms. Twenty three percent of rental units contain one bedroom, while only one percent of owner units contain one bedroom. This unit size information may explain the number of overcrowded rental versus owner units seen in section NA-10, where 89% of households that are overcrowded are renters and only 11% are owner households.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	23,195	49%
1-unit, attached structure	3,245	7%
2-4 units	3,260	7%
5-19 units	7,950	17%
20 or more units	6,210	13%
Mobile Home, boat, RV, van, etc	3,330	7%
Total	***47,190***	***100%***

Table 2731 – Residential Properties by Unit Number

Data Source: 2011-2015 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	90	0%	805	4%

	Owners		Renters	
	Number	%	Number	%
1 bedroom	300	1%	5,245	23%
2 bedrooms	4,650	21%	10,900	48%
3 or more bedrooms	17,185	77%	5,865	26%
Total	***22,225***	***99%***	***22,815***	***101%***

Table 2832 – Unit Size by Tenure

Data Source: 2011-2015 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

With the dissolution of redevelopment agencies in California in 2012, Escondido's ability to provide affordable housing opportunities has been diminished. The City has attempted to leverage as many funding sources as possible to continue to provide affordable housing opportunities, and will continue to do so. As of January 2020, the City of Escondido monitors a portfolio of 25 completed affordable rental housing projects (assisted with state redevelopment and/or federal funds), including 958 deed-restricted units, which are restricted to low- and moderate-income households. There are an additional approximately 717 income-restricted units, which were funded through tax credits or other sources. Over the years, the City has partnered in the production of a variety of housing types including multifamily, single-family ownership, co-op, mobilehome parks and mobilehome ownership. Additionally, the City has assisted in five multi-unit ownership projects using HOME funds, with a total of 59 units, affordable to low income households. These units have extended affordability periods to encourage affordability upon resale.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

In the City of Escondido's 2013-2020 Housing Element, an evaluation of "at-risk" units was completed. Six projects (containing 200 units) were identified as affordable, assisted projects at-risk of losing their affordability between 2012-2023 for various reasons. Original funding sources include HUD Section 8, HUD Section 811, HOME, Tax Credits, and Redevelopment funds. There are several other affordable, assisted projects at risk of losing affordability after 2023 due to expiring affordability periods or Section 8 Voucher contracts. The City cannot anticipate which of these projects could lose affordability, but it does strive to assist in preserving any affordable housing stock. The City does not anticipate losing the affordability of any of the projects, which are monitored by the City, although the status of project-based voucher units is unknown. An updated evaluation of "at-risk" units will be conducted with the upcoming 2021 Housing Element.

Does the availability of housing units meet the needs of the population?

The current availability of housing units in Escondido does not meet the needs of the population, particularly the lower income population. According to the Housing Authority of the County of San Diego, the current waiting period for a Housing Choice Voucher is 10-12 years. Additionally, most, if not all, of the affordable income-restricted residential projects in the City have waiting lists and very low vacancy rates. According to the 2011-2015 CHAS, a total of 17,105 low-income Escondido households (67% of all low-income households) are housing cost burdened (paying 30% or more of their income to housing costs), indicating a need for more affordable units. In addition, 51 percent of the housing units (22,865 units) in Escondido were constructed prior to 1980, indicating a potential need for rehabilitation/repair of units.

Describe the need for specific types of housing:

The City of Escondido has a great need for affordable housing units for lower income households, particularly low- and very low-income households, as seen in the evaluation and numbers for Housing Affordability in MA15 and Housing Cost Burden in NA15 and NA20. Most, if not all, affordable residential projects in Escondido currently have waiting lists and turn over vacancies quickly. In addition, there is a several-years-long waiting list for Housing Choice Vouchers for City of Escondido households.

There is a need for larger (3 or more bedrooms) affordable units particularly for renter households. According to 5-year estimates, the average household size in Escondido is 3.29 members, while the average size of a renter household is 3.4 persons and the average size of an owner-occupied unit is 3.17 persons. According to updated 2017 ACS estimates, 35 percent of Escondido households (16,078) consist of four or more persons. This is 37 percent (8,691) of all renter households and 33 percent (7,387) of all owner households. In contrast 5,865 rental units (26 percent of all rental units) contain 3 or more bedrooms and 17,185 (78%) of all owner-occupied units contain 3 or more bedrooms. Additionally, as seen in Table 11 of NA-10, 4,545 rental households making less than 100% AMI live in overcrowded conditions (more than one person per room). Thirty three percent of overcrowded households have extremely low income. Eighty six percent are renters.

Discussion

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

As is the situation throughout much of the State of California, and particularly San Diego County, the median price of a single-family residence in Escondido has increased tremendously in the past 15 years, even factoring in the 2008 real estate downturn. Market rents have increased significantly as well. The cost of housing and existence of affordable housing are correlated with housing problems such as overcrowding and housing cost burden.

Updated information on the sales price data below is available. According to CoreLogic data, the median sales price for a home in Escondido was $580,000 in 2019. While this was significantly lower than in some other areas of the county, it represents a 10.5% increase in one year. San Diego County home prices also hit all-time highs in January 2020. The median price of a resale single-family residence in San Diego County was $630,000 and the median sales price in all six southern California counties was up 6.6%.

Rental rates vary in Escondido based on several factors, including the number of bedrooms and location. According to the San Diego Apartment Association, average monthly rents in Escondido have increased by 28%-97%, depending on size, between 2014 and 2018. According to the 2015 ACS data below, the median contract rent in Escondido was $1,128. Updated rental information also is available. According to rental information on apartmentguide.com, monthly market rental rates for apartments in Escondido range between $1,200 and $1,350 for a studio; $1450 and $1815 for a one bedroom unit; between $1,640 and $2,100 for a 2-bedroom unit; between $2075 and $2400 for a 3-bedroom unit; and between $2,500 and $3,000+ for a 4-bedroom unit. Also, according to CoreLogic, the average rent in Escondido was $1,315 for a studio; $1,535 for a 1-bedroom; $1,785 for a 2-bedroom; and $2,200 for a 3-bedroom. These rents are lower than, but consistent with Fair Market rents, below, established by HUD for federal housing programs.

Cost of Housing

	Base Year: 2009	Most Recent Year: 2015	% Change
Median Home Value	432,300	346,000	(20%)
Median Contract Rent	986	1,128	14%

Table 2933 – Cost of Housing

Data Source: 2005-2009 ACS (Base Year), 2011-2015 ACS (Most Recent Year)

Rent Paid	Number	%
Less than $500	1,220	5.3%

Rent Paid	Number	%
$500-999	6,540	28.7%
$1,000-1,499	10,960	48.0%
$1,500-1,999	3,100	13.6%
$2,000 or more	1,000	4.4%
Total	***22,820***	***100.0%***

Table 3034 - Rent Paid

Data Source: 2011-2015 ACS

Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	750	No Data
50% HAMFI	2,565	1,540
80% HAMFI	15,595	3,490
100% HAMFI	No Data	5,900
Total	***18,910***	***10,930***

Table 3135 – Housing Affordability

Data Source: 2011-2015 CHAS

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	1,404	1,566	2,037	2,894	3,576
High HOME Rent	1,198	1,284	1,543	1,775	1,960
Low HOME Rent	936	1,003	1,203	1,391	1,552

Table 3236 – Monthly Rent

Data Source Comments:

Is there sufficient housing for households at all income levels?

According to the Housing Affordability Table above and the Number of Households Table (in Section NA-10), there is not sufficient housing in Escondido for any income groups. Renter or owner units is considered affordable if the cost is no more than 30% of a household's income. While there are 8,245 households with household income of less than 30% AMI, there are only 750 housing units affordable to extremely low-income households. There are 4,105 rental and owner units affordable to households earning less than 50% AMI, while there are 8,345 very low-income households. There are more units available for relatively higher income households. There are 19,085 units available to low-income households (earning between 50%-80% AMI), while there are 8,945 low-income households. While this may look like an overabundance, many of these must be rented by lower income households who

cannot find housing affordable to them, and must rent the most attainable housing they can find regardless of budget. There are 23,940 rental and owner units affordable to all income categories up to 80% AMI, and 25,535 households with incomes up to 80% AMI. Additionally, many households earning more than 80% AMI will complete for these less expensive units as there are few deed-restricted units. Escondido has many large families and fewer 3+ bedroom units. These less expensive units may also be occupied by large families crowding into small units, which may be inadequate, in an effort to afford their housing.

How is affordability of housing likely to change considering changes to home values and/or rents?

Although it is unknown whether home values and/or rents will increase in the foreseeable future and by how much, it is likely that housing affordability will not significantly improve in the near-term. The latest information indicates that there are 8,245 extremely low-income households in Escondido. Although the State has been implementing many new housing regulations and requirements intended to spur construction of additional affordable housing, it is unknown whether it will be adequate to result in the construction of enough housing units to reduce home prices and rents. According to a Zillow study in January 2020, some experts predicted slower gains in housing process nationwide, but faster growth for San Diego County in 2020. Real estate experts seem to be divided on how much prices will rise, with many uncertainties in the economy. The COVID-19 pandemic will definitely exacerbate this issue. Affordable housing will be in demand in Escondido for the foreseeable future according to the information in this report.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

As seen in Table 31, HUD 2020 Fair Market Rents are $1,404 for a studio; $1,566 for a 1-bedroom; $2,037 for a 2-bedroom; $2,894 for a 3-bedroom; and $3,576 for a 4-bedroom unit. Fair Market Rents are gross estimates of rent including tenant paid utilities, and are used as payment standards for federal housing programs. These rent levels are comparable to average rents in Escondido. According to apartmentguide.com, in Escondido the average rent is $1,315 for a studio; $1,535 for a 1-bedroom; $1,785 for a 2-bedroom; and $2,200 for a 3-bedroom. Availability and cost in the market also can vary with time. HUD-established high and low HOME rents are much lower than current market rents in Escondido, since they are maximum rent levels for HUD-assisted rental projects. Producing and preserving affordable housing has been and will always be a goal in the City of Escondido. Since FMR amounts are still unaffordable to a large percentage of Escondido residents, there is still a need to preserve and produce affordable housing.

Discussion

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

The housing conditions evaluated in the table below are the same as the housing problems in the Needs Assessment portion of this plan: Lacks complete plumbing facilities, lacks complete kitchen facilities, more than one person per room, and cost burden greater than 30%. Fifty two percent of renter-occupied units and 36 percent of owner occupied units in Escondido have one of the conditions. Only two percent of owner-occupied and 14% of renter-occupied units have two of the conditions. Thirty-four percent of renter occupied units and 62 percent of owner-occupied units (48% of all units) have none of the housing problems. Fortunately, only 10 units (all owner-occupied) have three of the conditions and no units have all four of the housing conditions.

Definitions

The City of Escondido uses the Health and Safety Code to define standard and sub-standard conditions of housing. As defined in the California Health and Safety Code (H&SC) section 17920.3, a substandard structure is any building or portion thereof in which there exists any of a specific list of conditions to an extent that endangers the life, limb, health, property, safety or welfare of its occupants or the public. The conditions include lack of/improper bathroom facilities; structural hazards; inadequate heating; faulty wiring; lack of/improper kitchen sink; inadequate fire protection; inadequate exits; and occupying portions of a building not intended to be occupied for such purposes, such as sleeping.

A standard condition for a housing unit is one that meets all conditions of H&SC 17920.3.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	8,000	36%	11,890	52%
With two selected Conditions	480	2%	3,260	14%
With three selected Conditions	10	0%	0	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	13,735	62%	7,665	34%
Total	***22,225***	***100%***	***22,815***	***100%***

Table 3337 - Condition of Units

Data Source: 2011-2015 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	3,005	14%	1,635	7%
1980-1999	8,945	40%	8,595	38%
1950-1979	9,480	43%	11,545	51%
Before 1950	795	4%	1,045	5%
Total	***22,225***	***101%***	***22,820***	***101%***

Table 3~~438~~ – Year Unit Built

Data Source: 2011-2015 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	10,275	46%	12,590	55%
Housing Units build before 1980 with children present	4,450	20%	1,665	7%

Table 35~~39~~ – Risk of Lead-Based Paint

Data Source: 2011-2015 ACS (Total Units) 2011-2015 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 36~~40~~ - Vacant Units

Data Source: 2005-2009 CHAS

Vacant Units

2,038 Total vacant units

Little information is available on vacant residential units in Escondido. The City does not have data available on the number of abandoned vacant, real estate owned (REO) vacant, or REO abaondoned units. Since the real estate downturn in 2008, the City has used Code Enforcement efforts to greatly minimize the number of abandoned properties, and it is likely there are very few in the City. According to the 2013-2017 ACS five-year estimates, only 2,038 residential units in the City are vacant. It is also unlikely that there are any vacant units that are unsuitable for rehabilitation, due to ongoing code enforcement efforts in the city.

Need for Owner and Rental Rehabilitation

Housing age is one indicator of general housing conditions within a community, since housing stock gradually deteriorates over time. Although there has been a lot of recent, new residential development, the City of Escondido is an older community with an older housing stock. Housing is subject to gradual deterioration over time, which can depress neighborhood appearance and property values and impact quality of life.

According to ACS data above, a majority of Escondido's housing stock was constructed prior to 1980. Fifty one percent of the housing stock (22,865 total units) was constructed prior to 1980, meaning that more than half of the City's housing is more than 40 years old, including 47 percent of owner-occupied housing and 56 percent of renter occupied housing. Typically, housing over 40 years of age is more likely to have some rehabilitation needs. This indicates that a significant portion of the City's housing stock may need some improvements/rehabilitation.

Another indicator of the need for rental and owner rehabilitation is the number of units with housing conditions. The housing conditions evaluated include lacking complete plumbing facilities, lacking complete kitchen facilities, more than one person per room, and cost burden greater than 30%. Thirty-six percent of owner-occupied housing units and 52% of renter households, totaling 19,890 units, have at least one of these conditions.

Code enforcement violations are another indicator of needed residential rehabilitation. During the latest calendar year, the City had 72 housing-related code enforcement cases and there are currently 12 ongoing cases. These violations include lack of water/utilities, inhabiting unpermitted space, insect and/or rodent infestation, water leaks, mold and improper maintenance.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

Housing age is the key indicator used to estimate the number of housing units containing lead-based paint (LBP). Beginning in 1978, the federal government prohibited the consumer use of paint containing lead, and all residential uses. Nationwide it has been estimated that approximately 24 million housing units have significant lead-based paint hazards including deteriorated paint and lead contaminated house dust (Centers for Disease Control and Prevention). Approximately 4 million of these units are home to young children and older homes are more likely to contain lead-based paint. According to the federal Centers for Disease Control (CDC), approximately 250,000 children in the United States aged one to five years have elevated lead in their blood.

According to 2011-2015 CHAS data, 22,865 units in Escondido were constructed prior to 1980. This is 47 percent (10,275) of all owner-occupied units and 56 percent (12,590) of all rental units. According to the CDC, all housing units built prior to 1978 are likely to contain some LBP. In Escondido, 7 percent of rental housing and 20 percent of owner housing are built before 1980 and contain children. According to ACS 2017 one-year estimates, a total of 7,464 households (17% of all households) has at least one child under six years of age. 40% of these are owner-occupied households and 60% are rental households.

According to 2011-2015 CHAS data presented in NA-10, 57 percent of all units (25,535) are occupied by households with income less than 80% AMI (low-income). Nineteen percent (8,245) of units have household income less than 30% AMI (extremely low income). Twenty three percent of the extremely low-income households have one or more children under six. Seventy two percent of all households with children under six have household incomes under 80% AMI. According to all of this information, a large number of units are occupied by low income families and may contain lead-based paint hazards.

While the above figures closely approximate the number of homes impacted, not all units with lead-based paint have lead-based paint hazards. In addition, some pre-1978 housing units may already have been remediated during remodeling or other actions.

Discussion

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

The Housing Authority of the County of San Diego (HACSD) administers the Public Housing and Housing Choice Voucher programs within the majority of San Diego County jurisdictions, including Escondido. There are no public housing units within the City of Escondido boundaries. The table below summarizes existing housing vouchers administered by the HACSD, not specifically within the City of Escondido.

Totals Number of Units

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	87	121	10,905	0	10,905	1,031	0	432
# of accessible units									
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 3741 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

There are no public housing developments/units located in the City of Escondido.

Public Housing Condition

Public Housing Development	Average Inspection Score

Table 3842 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

There are no public housing developments/units located in the City of Escondido.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

N/A. The City of Escondido is not a public housing authority and there are no public housing units in the jurisdiction.

Discussion:

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

According to the Regional Task Force on the Homeless (RTFH) WeAllCount Point in Time Count 2019, an estimated 350 homeless individuals were located in Escondido at the time of the count. This number includes 241 unsheltered and 109 sheltered individuals. Those in shelters included 70 in an emergency shelter, 30 in transitional housing, and 9 in a safe haven.

The San Diego Regional Task Force on the Homeless (RTFH) is a regional group of 18 cities, the County of San Diego, nonprofit service providers, and other stakeholders making up the San Diego County Continuum of Care (CoC). The RTFH provides regional leadership and oversight of the homeless crisis response system. The overall goal and vision of the RTFH is to reduce and end homelessness across San Diego. Over the last five years, San Diego has seen an overall increase in the number of beds for emergency shelter, rapid rehousing, and permanent supportive housing, and a decline in the number of transitional housing beds, according to the RTFH.

Interfaith Community Services is currently the agency in Escondido providing the most shelter and supportive housing beds, including youth, veterans and seniors.

Currently in Escondido, the agencies providing year-round shelter beds for the homeless include:

- Manzanita, operated by Community HousingWorks: 10 beds for chronically homeless
- Haven House, operated by Interfaith Community Services: 49 beds

Permanent Supportive Housing is available as follows:

- El Norte Parkway, operated by Community HousingWorks: 8 units for veterans
- Las Casitas, operated by Community HousingWorks: 14 units/42 beds for individuals & families
- Mental Health Systems: 28 units/42 beds for indiv & families w/ pref for chronically homeless
- Mental Health System: 20 units/24 beds for chronically homeless
- Interfaith RAP operated by Interfaith CS: 15 units for chronically homeless w/ subst. abuse & mental issues
- Raymond's Refuge, operated by Interfaith: 16 beds for mentally or physically disabled seniors

- Home Now, operated by Interfaith: 22 units of rapid rehousing
- NC Safe Haven operated by Mental Health Systems: 12 safe haven beds for seriously mental ill
- Veterans Villages operated by VVSD: 54 units for chronically homeless veterans and families
- Manzanita, operated by Community HousingWorks: 6 units/13 beds for single adults, 10 for chronically homeless

Transitional housing is available as follows:

- Path to Permanence operated by Interfaith: 4 families
- Interfaith no longer provides transitional beds in Escondido for veterans due to HUD preferences. Veterans transitional housing is located nearby in Oceanside. All previous units were converted to affordable housing.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	0	0	16	42	0
Households with Only Adults	0	0	0	41	0
Chronically Homeless Households	59	0	0	91	0
Veterans	0	0	0	62	0
Unaccompanied Youth	0	0	0	0	0

Table 3943 - Facilities and Housing Targeted to Homeless Households

Data Source Comments:

Describe mainstream services, such as health, mental health, and employment services to the extent those services are use to complement services targeted to homeless persons

Community-based organizations in Escondido have developed a wide range of supportive services in conjunction with shelter and transitional housing to promote self-sufficiency among residents and to prepare them for permanent housing. A variety of agencies are able to provide services such as job training, parenting classes, basic needs, social work, case management and other self-sufficiency training for homeless families, pregnant/parenting women, men and women with alcohol/drug addictions, veterans, mentally ill individuals, unaccompanied youth, women and their children fleeing domestic violence, and others. There are many local homeless service providers directly helping the homeless in Escondido, including Interfaith Community Services, Interfaith Shelter Network, Veterans Village San Diego, Community Housing Works, Mental Health Systems, Salvation Army, and others.

The Regional Taskforce on the Homeless (RTFH), consisting of the City of Escondido, other jurisdictions, non-profit and advocate groups, and social service organizations, meets jointly to coordinate regional and local efforts to provide services.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

In order to effectively deal with the complications presented by the unique homeless clientele of veterans, chronic homeless, unaccompanied youth and families, services need to be well-coordinated and integrated. Effective coordination involves the Police Department, County mental health, health care providers, public health personnel, and alcohol/drug recovery services. A range of intervention, case management, stabilization and recovery services is needed to effectively treat the mentally ill, in addition to shelter placement. Services and facilities available in Escondido for specific homeless populations include:

Interfaith Community Services, Veterans Village San Diego, Community Housing Works, Mental Health Systems, Salvation Army, and others provide a variety of homeless-related services, including to these unique populations. Available services include navigation, case work, life and vocation training, healthcare, transportation, legal services and life skills. Interfaith Community Services and the YMCA in Escondido serve as north county inland access sites to the coordinated entry system (CES). The CES is the assessment for the network of resources in San Diego County, and the prioritization through the RTFH, which allow homeless individuals and families access to valuable resources, including shelter, meals, day centers and support. Interfaith will continue to provide many supportive homeless services, including shelters, homeless prevention, case managment services, and rapid re-housing.

The YMCA has begun providing supportive housing for youth aging out of the foster care system (TAY).

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

The City will continue to maintain and coordinate services to assist the special needs population. Existing service providers will be supported when possible and existing funds will be prioritized and expended when appropriate and feasible.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Elderly persons, including the frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, veterans, and persons with HIV/AIDS and their families, may require long-term supportive housing that could include an assisted living, supportive housing or nursing care component. There is a need for services such as transportation services, help with basic living, home care, meal delivery, and housing that is adapted to specific needs, especially for seniors and veterans, at an affordable price.

Throughout San Diego County there are a wide range of housing options for the elderly including supportive housing, group homes, and state-licensed residential care facilities. According to the San Diego County Health and Human Services Agency's Aging & Independence Services, there is a concentration of community care facilities in and around Escondido. The City has many residential facilities that provide long-term supportive housing for the elderly, those with memory care needs and those with other disabilities, including assisted living and residential care. Although there is little detailed information available on facilities in Escondido, according to the state Department of Social Services, Community Care Licensing Division, there are 133 licensed community care facilities with 2,918 beds for special needs persons in Escondido. There are approximately 1,054 residential facilities for seniors, with a capacity of over 28,000 beds in San Diego County. Additional affordable service options are needed.

Veterans also have a unique need for supportive services and housing, including mental health, substance abuse, case management, employment training, life skills and parenting classes, help with paperwork and legal matters. Although there are several providers of services for veterans in Escondido, additional, affordable help is needed.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

It can be difficult for persons returning from mental and physical health institutions to receive appropriate supportive housing. In Escondido there are several small group homes, adult residential facilities and residential care facilities for the elderly, which are regulated by the State Department of Social Services (DSS), Community Care Licensing Division. Escondido also has several locations and providers of supportive housing within the City.

Interfaith Community Services is one the biggest providers of mental and physical supportive services in the City, with locations throughout the City. In addition to housing, they provide nutrition services and a food pantry, basic needs (laundry, phones), vocational development, senior services, vocational development, veterans' services, mental health services, and addiction recovery services.

Veterans' Village of San Diego is another agency providing housing and supportive services for veterans in their new Veterans' Villas facility in Escondido. They are able to provide several beds for previous homeless veterans and their families, in addition to mental health and supportive services, after completing a recent expansion.

Community Housing Works provides supportive housing along with essential social services in two projects at three locations in Escondido, including households with and without children.

Mental Health Systems is another provider in Escondido for mental health services, including supportive housing, through a statewide network.

HealthRight 360 operates several facilities in Escondido offering providing residential and out-patient substance use disorder treatment services.

For persons with disabilities, two specific providers of supportive services in Escondido are United Cerebral Palsy and Mountain Shadows. United Cerebral Palsy of San Diego County has an adult day center in Escondido, which provides work skills, employment, and training in vocation, communication and recreation skills. Mountain Shadows Support Group provides a variety of residential, transportation, respite, day program, independent living, and other support services for the community.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

In FY 2020-2024 the City will address the following services with respect to persons who are not homeless but have other special needs:

In both housing and community services, the City proposes to put a particular focus on senior and veterans.

The San Diego County region is in the process of completing its Analysis of Impediments to Fair Housing. The City will follow up on any housing or community service- related impediments and action items that are identified.

The city is currently in the process of working with potential developers identified through a Request for Proposals (RFP). Potential providers will develop new rental or owner affordable projects in the City, and may provide new supportive housing units.

The City plans to continue using some remaining Successor Housing Agency funds to continue to operate a program providing a small amount of rental assistance to extremely low-income seniors and disabled households living in apartments and mobilehomes.

The City plans to focus CDBG public service funds on basic needs, homelessness and human development.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

Many public policies can have an adverse impact on the provision of affordable housing, including a local jurisdiction's policies.

See attached narative.

Barriers to Afford Housing

Many public policies can have an adverse impact on the provision of affordable housing, including a local jurisdiction's policies.

Land Use Controls

Land use policies and zoning requirements are often cited as a barrier to development, specifically to affordable housing. The City has streamlined the process for adding an Accessory Dwelling Unit, allowing increased opportunities for individual property owners to add additional affordable housing. The Density Bonus ordinance also allows affordable housing development in accordance with State requirements. The City is continuously reviewing requirements for other opportunities to streamline housing development.

Environmental Protection

The type of environmental review needed for a residential project depends on the type of project, as well as the type of financing involved. Both state (California Environmental Quality Act) and federal (National Environmental Policy Act) environmental laws can add cost to a project, due to required studies, additional timing, etc. Most of this is out the City's control.

Planning and Development Fees

The cost of development, including permit fees paid to the City, is often cited as a barrier to developers of housing. Building, zoning and site improvement fees, in addition to the cost of land and materials, can add significantly to the cost of construction and have a negative impact on housing production. The City of Escondido periodically reviews all fees to ensure they include cost recovery while balancing the needs of the public and developers.

Public Opposition to Affordable Housing

Public opposition to all housing, and in particular affordable housing, can cause delays in the development process, add costs, and possibly result in a project being denied. The State of California has enacted new housing laws meant to discourage NIMBY-ism (Not In My Backyard).

Permit and Processing Procedures/Times

The processing time required to obtain approval of development permits and building permits is often cited as a contributing factor to the cost of housing. Development processing time varies depending on the complexity of a project, but the state has initiated expedited and streamlined processing of certain types of residential permits to improve this. The City of Escondido is responsive to all project submittals and streamlines them as much as possible, and is initiating additional programs to reduce development timelines.

Lack of Affordable Housing Funds

The City of Escondido, like many cities in California, faces significant challenges in continuing to provide affordable housing opportunities. Some previously available funding has been eliminated or reduced, and costs have increased exponentially. The City will continue to leverage other funding sources as available to develop affordable housing opportunities.

Prevailing Wage Requirements

The State Department of Industrial Relations (DIR) has expanded the types of projects that require the payment of prevailing wages. In addition, Davis-Bacon prevailing wages must be paid when federal funds are used on new and multi-family rehabilitation projects of more than eight units. The prevailing wage is usually higher than competitive wages, raising the cost of housing production and rehabilitation activities. Prevailing wage also adds to a project's costs by requiring documentation of compliance.

Building Codes and Enforcement

The City has adopted the 2019 California Building Code and 2019 Green Building Code. Building Codes could be considered an adverse impact on the timing and cost of affordable housing.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

The City of Escondido continues to focus on the business expansion, attraction, and retention of six high priority cluster industries: Agribusiness and Ag-Tech; Cleantech; Culture, Entertainment, and Tourism; Hospitals and Healthcare; Information, Communications, Technology; and Specialty Foods and Beverages. In addition, the 2018 Escondido Comprehensive Economic Development Strategy contains a detailed Economic Development Market Analysis: https://www.escondido.org/Data/Sites/1/media/PDFs/CMOffice/Attachmenttostaffreport-Updated2017CEDS_v2.pdf

See attached narrative below and continued farther below.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	1,231	377	2	1	-1
Arts, Entertainment, Accommodations	7,842	4,457	16	12	-4
Construction	4,617	6,423	9	17	8
Education and Health Care Services	7,803	6,475	16	17	1
Finance, Insurance, and Real Estate	2,945	1,762	6	5	-1
Information	1,086	484	2	1	-1
Manufacturing	6,270	3,051	12	8	-4
Other Services	2,181	1,913	4	5	1
Professional, Scientific, Management Services	5,683	2,894	11	8	-3
Public Administration	0	0	0	0	0
Retail Trade	6,924	7,820	14	21	7

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Transportation and Warehousing	1,110	361	2	1	-1
Wholesale Trade	2,590	1,066	5	3	-2
Total	50,282	37,083	--	--	--

Table 4045 - Business Activity

Data Source: 2011-2015 ACS (Workers), 2015 Longitudinal Employer-Household Dynamics (Jobs)

Economic Development Market Analysis

The following are highlights of Non-Housing Community Development assets and improvements which occurred or will occur in the City during Fiscal Years 2019-2020 and 2020-2021:

- $8.5 million grant received for Creek Trail improvements to support health and wellness, increased lighting to increase pedestrian and bicycle use thereby improving safety along the trail, and increased business engagement with the community along the trail
- Improve the City Hall experience of members of the public by relocating the Tourism and Marketing staff member from a Grand Avenue storefront to the City Hall information desk to assist with general directional information and referral to the appropriate city department(s)
- New SpringHill Suites by Marriott 107-suite hotel opening at 200 La Terraza Boulevard
- Continue reclaimed water efforts for agriculture and other development purposes and work closely with Escondido Growers for Agricultural Preservation (EGAP) to install miles of “purple pipe” to bring reclaimed water to agricultural customers
- Leverage the ongoing investment in reclaimed water infrastructure by officially designating agriculture as a “priority” industry cluster
- Construction of a Membrane Filtration/Reverse Osmosis (MFRO) Facility to treat tertiary effluent from the existing Hale Avenue Resource Recovery Facility - the MFRO facility, once complete, would remove salts from the effluent so that it may supply agricultural and landscape uses thereby lowering overall water demand
- Develop and maintain relationships with commercial/industrial and residential real estate brokers to convey that Escondido is business friendly and development ready
- Continued focus on downtown revitalization to include Grand Avenue street improvements - palm trees with lighting, sidewalk widening, and the addition of 45 temporary and 35 permanent parking spaces
- Established six Community Advisory Groups to identify and advance key initiatives: Economic Development and Agriculture; Climate

Action and Environmental Impacts; Health and Healthy Living; Housing and Homelessness; Arts and Culture; and Recreation and Youth Activities

- Continue weekly cross-functional Staff Development Committee meetings to ensure timely processing of all development projects and identify opportunities to further streamline permitting and approval procedures
- Host an Education Summit to nurture existing relationships and to work collaboratively with primary/secondary schools and higher education institutions
- Promote tourism, arts, and culture with marketing tools and the Visit Escondido website
- The City's Community Services Department partners with the County of San Diego to offer *SD Nights*, a free program hosted at the East Valley Community Center and provides a safe place for teens to foster connections with adults and other teens, participate in healthy activities, and have a meal during critical after-school hours; the program flyer is distributed to local schools and advertised on the City's social media
- The Escondido Public Library offers a wide variety of free programming for teens such as book clubs, gaming events, virtual reality, Teen Advisory Board, volunteer opportunities, Animanga Kurabu, Inclusive Art Club, movie events, Safe Space Escondido for LGBTQ youth, BeYOUtiful Nail Art Club, and more

Labor Force

Total Population in the Civilian Labor Force	72,125
Civilian Employed Population 16 years and over	66,225
Unemployment Rate	8.18
Unemployment Rate for Ages 16-24	20.76
Unemployment Rate for Ages 25-65	4.92

Table 4146 - Labor Force

Data Source: 2011-2015 ACS

Economic Development Market Analysis Cont

- The City will be constructing the Washington Park Skate Spot (anticipated completion in Fall 2020); has embedded the construction of future neighborhood skate spots pending the availability of funding into the Capital Improvement Program; and the Skate Park located at the Escondido Sports Center continues to host hundreds of skaters/bikers/scooters in a variety of programs, tournaments, and special events
- Revitalized City Volunteer Program: Opportunities to volunteer with the City for clean-up events, fire hydrant painting, Adopt-a-Creek program, or other volunteer projects
- Turf project at Escondido Sports Center will allow for expanded programming at the facility
- The City is preparing a Climate Action Plan update which addresses environmental stewardship and how the city will reduce its contribution to greenhouse gas emissions - not only will the plan identify new ideas to reduce energy, transportation, and water use, it will also address climate adaption, social equity, and environmental justice
- Community Events - the City permits hundreds of special events each year including parades, cultural events, concerts, holiday celebrations, fun runs/races/athletic challenges, street fairs, car shows, art events, movie nights, food festivals, historic celebrations, carnivals, and more

Occupations by Sector	Number of People
Management, business and financial	12,465
Farming, fisheries and forestry occupations	2,730
Service	8,385
Sales and office	15,515
Construction, extraction, maintenance and repair	8,750
Production, transportation and material moving	3,560

Table 4247 – Occupations by Sector

Data Source: 2011-2015 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	38,505	61%
30-59 Minutes	20,990	33%
60 or More Minutes	4,110	6%
Total	***63,605***	***100%***

Table 4348 - Travel Time

Data Source: 2011-2015 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	13,855	1,125	6,895
High school graduate (includes equivalency)	9,755	660	4,125
Some college or Associate's degree	17,115	1,555	6,175
Bachelor's degree or higher	13,460	515	2,345

Table 4449 - Educational Attainment by Employment Status

Data Source: 2011-2015 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	660	3,585	4,535	4,735	1,930
9th to 12th grade, no diploma	3,095	3,220	2,790	2,995	990
High school graduate, GED, or alternative	5,475	4,935	3,755	6,020	3,680
Some college, no degree	5,615	5,650	2,890	8,105	3,360
Associate's degree	1,040	2,575	2,225	3,625	1,425
Bachelor's degree	790	3,465	2,450	5,730	2,780
Graduate or professional degree	85	980	1,165	2,640	1,590

Table 4550 - Educational Attainment by Age

Data Source: 2011-2015 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	21,621
High school graduate (includes equivalency)	27,148
Some college or Associate's degree	33,049
Bachelor's degree	51,739
Graduate or professional degree	63,551

Table 4651 – Median Earnings in the Past 12 Months

Data Source: 2011-2015 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Based on this information, the major employment sectors in Escondido are education and health care services; arts, entertainment, accommodations; and retail trade. According to the tables above, there is a large under supply of labor in construction and retail trade jobs, and to a smaller extent in education and health care services. There is an over-supply of labor in arts/entertainment/accommodations, manufacturing, professional/scientific/management services, and wholesale trade.

Describe the workforce and infrastructure needs of the business community:

The business community needs municipal support with zoning and development considerations, as needed, to effectively engage in business activities and an educated and skilled workforce in order to grow revenue and meet market demands.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

Workforce development in English as a Second Language (ESL), apprenticeships, and construction trades would support half of the Escondido labor force (over 16 years old) who either did not graduate from high school or who did not obtain a college degree in an effort to help increase median earnings thereby increasing spending power in the region. Many residents in Escondido are underemployed, rather than unemployed. Part time work in service industries is common. Additional specialized training would help underemployed workers to find better paying, full time work.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

There is an existing labor shortage for construction and retail workers. Upskilling of the workforce in construction trades, business skills, and customer service is needed for the existing workforce in order to meet the employment demands of the region.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Many of the goals of the consolidated plan are intended to improve the lives of lower and moderate income households. A stronger workforce and labor market would result in more jobs and higher wages, which could reduce the burden on lower income households. There are a number of areas of the City that show significant signs of economic distress based on employment and income data. Related implementation items in the CEDS include drafting and educational enhancement operational plan addressing higher education within the city, proposing programs to address identified training/job readiness gaps, and establishing/reinforcing collaborative efforts such as STEM programs in Escondido primary/secondary schools.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The CEDS, updated in 2018, includes many action items and potential infrastructure projects, which would impact economic growth in the City. Proposed infrastructure projects support all areas of the City, including older, central areas in low-mod income neighborhoods. In addition, there are a number of areas of the City that show significant signs of economic distress based on employment and income data. The major goals established in the CEDS include creating new jobs, expanding the City's tax base, improving the residents' employment opportunities and upgrading workforce preparedness, improving

the City's residential community amenities, and relaying a consistent message that the City is "ready for business."

Specific implementation items that can be coordinated with the Consolidated Plan include:

- Interfacing with the primary/secondary schools and higher education in Escondido to expand training capacity in areas where gaps have been identified.
- Conducting needs assessment for critical downtown infrastructure
- Increase resources directed at addressing homelessness and its impacts to the downtown business environment
- Continue to leverage the City's partnerships/alliances with private and regional organizations
- Coordinate with Palomar Health (hospital) to maximize related opportunities
- Promote the food/beverage/culture/entertainment/tourism industries by coordinating with Stone Brewing
- Work with Escondido Growers for Agricultural Preservation to implement plan to bring reclaimed water to agricultural customers
- Designate agriculture as a priority industry cluster and relate to agritourism
- Support implementation of the Grape Day Park Master Plan downtown, including a new library

Discussion

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

There is no specific location information on the various housing problems evaluated in the Needs Assessment. Housing problems impact lower and moderate-income households disproportionately compared to middle and upper income households. Therefore, areas with higher concentrations of lower and moderate-income households are likely to have higher rates of housing problems. The same can generally be said about concentrations of a minority population.

For census tracts, a low to moderate-income concentration is defined as a block group where at least 51 percent of the population is of lower or moderate income. According to HUD, a minority concentration is defined as a census tract whose proportion of a non-white population is at least 20 percentage points higher than the countywide average. In Escondido, there are both minority concentration areas and a concentration of low- and moderate-income households in the central core of the city.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

A minority concentration is defined as a census tract whose proportion of a non-white population is at least 20 percentage points higher than the countywide average, according to HUD's Rental Assistance Determination Minority Concentration Analysis Tool. Based on this definition there is a large area in the central portion of the City (14 census tracts) considered a Hispanic minority concentration area. See maps below.

Also, according to the HUD RAD tool, areas of concentrated poverty are located in the central part of the City. In general, Hispanic households are concentrated in the central core of the city, similar to the concentration of low and moderate income households. Each of the 14 census tracts in a minority concentration area are also areas of at least 10 percent poverty. Six of the tracts have a household poverty level of 10-20 percent, five have a poverty level of 20-30 percent, and three have a poverty level of 30-100 percent.

What are the characteristics of the market in these areas/neighborhoods?

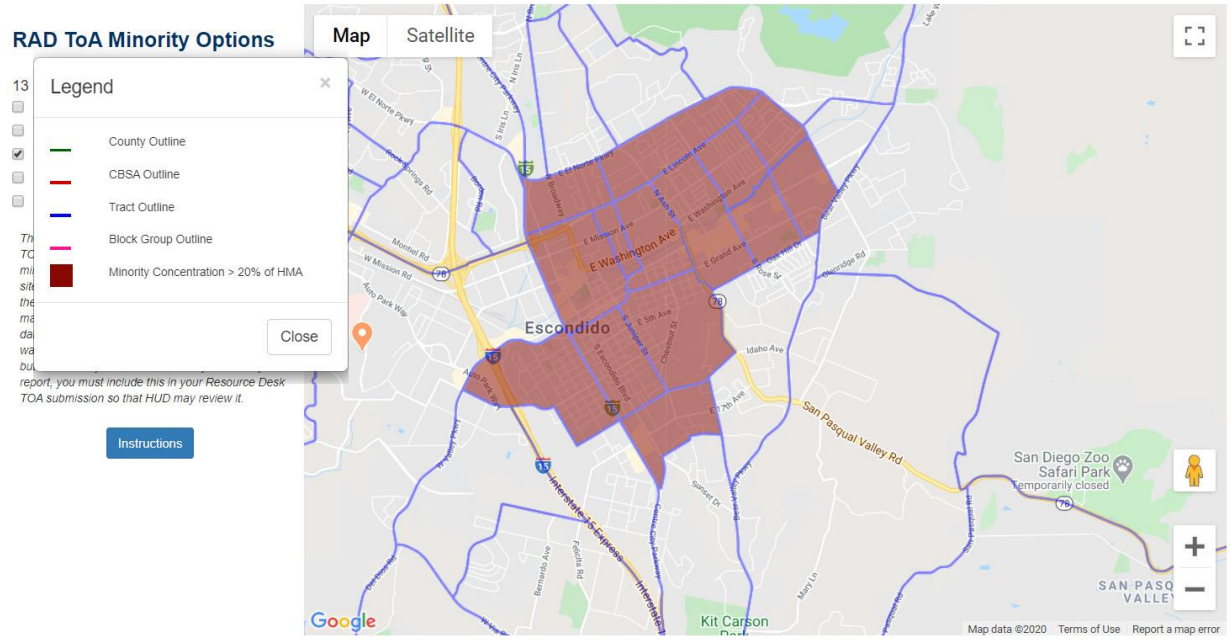
In Escondido, areas of low and moderate income comcentrations and minority concentrations are genenally located in the central portion of the City. These areas also correlate with areas with a large amount of rental housing and a large amount of multi-family housing.

Are there any community assets in these areas/neighborhoods?

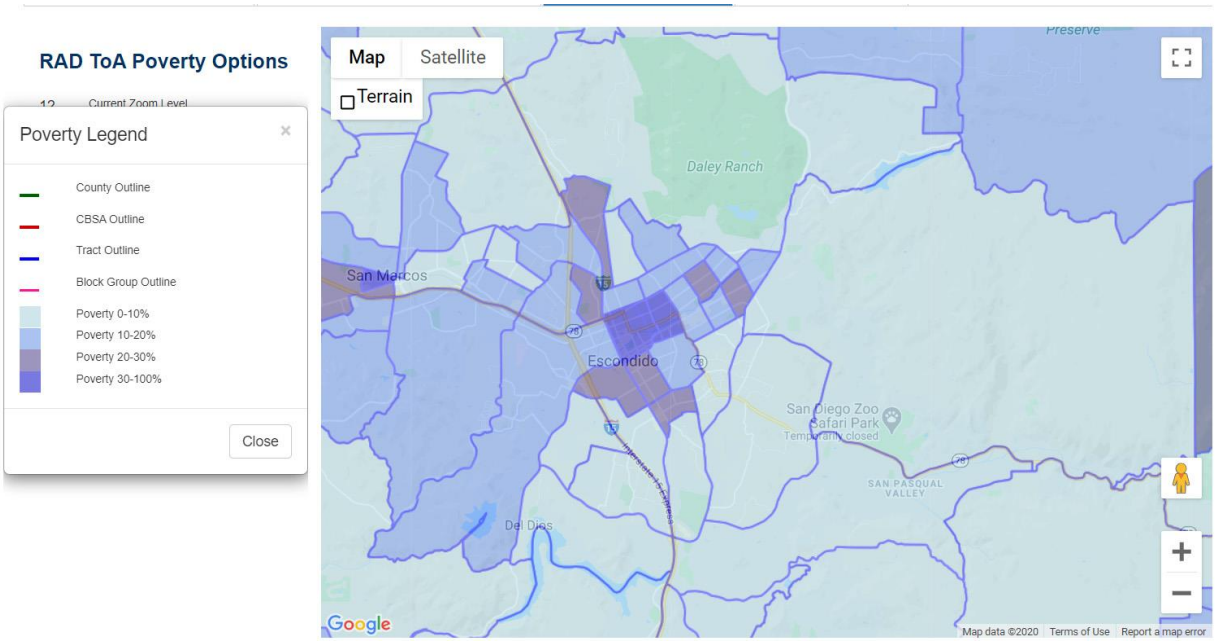
There are many community assets in the central core of the city and lower and moderate-income neighborhoods, including the City library, the East Valley Community Center, the Park Avenue Community Center and senior center, Grape Day Park, and other neighborhood parks. Other community assets in this area include the Boys and Girls Club, YMCA, Escondido Education Compact and its Assessment Center, Interfaith Community Services, and the Salvation Army.

Are there other strategic opportunities in any of these areas?

There are many opportunities to provide assistance in the central area of the City. The City will continue to collaborate with agencies in the surrounding North County community to ensure services and programs are available and delivered in a cost-effective manner. All federal funding will be allocated to provide assistance to those who are most in need.



Minority Concentration



Low income concentration

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Although internet use, broadband adoption and smartphone ownership have grown rapidly for all Americans since inception of the World Wide Web, the digital lives of lower- and higher –income Americans remain markedly different, according to the Pew Research Center. Household income is strongly associated with technology ownership. The digital divide can impact access for school–age children, the so called "homework gap," employment searches, and other everyday activities. According to Pew Research, in 2019, 26% of adults living in households earning less than $30,000 a year are "smartphone" dependent internet users, meaning they own a smart phone but do not have broadband access at home. Only 5% of those living in households earning $100,000 or more fall into this category. In addition, in 2015, 35% of lower income households with school age children did not have broadband access internet at home. In all technology categories studied, including smartphones, computers, home broadband and tablets, lower-income persons had lower levels of technology adoption. Also, the share of lower-income Americans relying on smartphones for online access has doubled since 2013. The share of persons earning $100,000 or more has stayed steady during that time. In addition, higher income persons are likely to have multiple devices.

Lower income households in Escondido fare better when it comes to broadband access. According to the 2017 ACS one-year estimates, 93.2% of Escondido households has one or more types of computing devices, including 80.6 % of households with a desktop computer, 87.2% with a smartphone, and only 7.3% (3,375 households) with only a smartphone and no other computer. Eight-seven percent of households (40,435) have a broadband internet subscription. 9.6% of those with an internet subscription (4,457) have only a cellular data plan with no other internet subscription. When household income levels are included, more of a digital divide is evident. Among households earning less than $20,000 per year, 35.6% (1,748 households) have no internet subscription in the home. Among households with incomes between $20,000 and $74,999 per year, 15.3% (3,316 households) have no household internet subscription. Among households earning more than $75,000, only 3.8% have no internet subscription. In Escondido dial-up internet service versus broadband is not an issue, as there are no households using a dial-up service.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

Increased competition also does not appear to be an issue in Escondido, as there are several internet providers available to most residents. According to decisiondata.org, a data and consulting organization,

95% of homes in Escondido have access to a fixed-line internet service, 93.3% can get DSL, 3.5% with fiber and 91.1% with cable. There are approximately 13 home internet options available in the city, including 2 DSL, 4 cable, 2 fiber and 5 fixed wireless providers. There are 9,000 households with only one choice for internet, although the majority of households have 3-4 options. Cost, coverage and speed vary among providers, although one internet provider is available to 94% of Escondido residents, according to BroadbandNow.

There are several internet providers in Escondido, with costs depending on speed, contract type, etc. However, due to the number of providers that are available, there is a lot of competition which can bring process down. There are several lower-priced providers that specialize in services for seniors and low-income households. There are also a couple of carriers that are specifically available to households receiving government benefits or on the school lunch program**.**

Although internet services are highly available in Escondido, a digital divide has been visible during the need for online school during the COVD-10 pandemic. Providers have been giving free and low-cost broadband, and there are plans being considered to ensure that all students have access at home.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

According to the Intergovernmental Panel on Climate Change, warming of the climate system is unequivocal. Climate change appears to be affecting California and the San Diego region, including rising sea levels and an increase in average temperatures. Climate change is not a hazard in and of itself, but rather is a factor that could affect the location, extent, probability of occurrence, and magnitude of climate related hazards.

The federal Disaster Mitigation Act of 2000 requires all local governments to create a disaster plan to qualify for hazard mitigation funding. The County of San Diego Office of Emergency Services has adopted and revised a countywide plan that identifies risks and ways to minimize damage from natural and manmade disasters. The County of San Diego was one of the first to tackle this planning effort on a region wide basis and includes mitigation plans and evaluations for all jurisdictions in the County, including Escondido.

After reviewing localized hazard maps and exposure/loss information, the following hazards were identified as the top five for the area: Wildland Fire, Earthquake, Hazardous Materials, Flooding or Dam Failure, and Terrorism or other Manmade Events. The jurisdiction developed goals, objectives and actions related to the Hazard Mitigation Plan (HMP).

Disasters happen indiscriminately, but the results can disproportionately impact lower income families. The identified risks from the HMP do not appear to disproportionately impact low- and moderate-income households in Escondido on a geographic basis, based on the hazard maps and the location of housing. Many of the risk areas cover the entire city or only outlaying areas where housing is more expensive. However, lower income households are generally more vulnerable to the impacts of those risks. Even though low-income households, the elderly and the disabled are often less likely to use and have access to current technologies, according to the information in the previous broadband discussion, a lack of technology and communication for warning systems does not appear to be a large issue in Escondido. Anecdotally, there is a lot of discussion on impacts from disasters to the lowest-income households, even if the risk itself is not necessarily greater. Lower income households are more likely to be impacted by a disaster due to type/lack of insurance, time lost from work or school, having to temporarily relocate, the ability to permanently relocate, the cost of evacuating (gas, lodging,) and a delayed or missing paycheck, among other issues. Access to disaster aid, local services and community assistance, and coordination of resources are the keys to ensuring that the impacts to lower income households is lessened.

The County of San Diego has also created a disaster plan relating to pandemics. All residents are at risk from disease, but low-moderate income and homeless residents are most susceptible to the multiple effects of disease, stemming from disparate access to healthcare, fiscal reserves and space to shelter in

place. The County of San Diego will act as a central coordinator for the 19 communities in the County, working closely with federal and state agencies and the local healthcare community to monitor and test for the pandemic.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Natural hazard risks in Escondido associated with climate change are not located specifically in low-income areas, but are mostly located throughout the City. The identified risks from the HMP do not appear to disproportionately impact low- and moderate-income households in Escondido on a geographic basis, based on the hazard maps and the location of housing. Many of the risk areas cover the entire city or only outlaying areas where housing is more expensive. However, lower income households are generally more vulnerable to the impacts of those risks. Anecdotally, there is a lot of discussion on impacts from disasters to the lowest-income households, even if the risk itself is not necessarily greater. Lower income households are more likely to be impacted by a disaster due to type/lack of insurance, time lost from work or school, having to temporarily relocate, the ability to permanently relocate, the cost of evacuating (gas, lodging,) and a delayed or missing paycheck, among other issues. Access to disaster aid, local services and community assistance, and coordination of resources are the keys to ensuring that the impacts to lower income households is lessened.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The Consolidated Plan provides a strategic course of action for revitalization of the City's neighborhoods, development of affordable housing and assisting the homeless. The City of Escondido's strategy is based on available resources, community input, and government guidelines. The City has experienced the same economic issues during the last few years as the rest of the country. Using all available funding in ways that best benefit individuals and the City is a priority.

This Strategic Plan addresses:

- General Priorities in the categories of homelessness, housing and community development
- Programs and projects to assist those households/individuals in need
- Anticipated resources over five years
- Five-year goals and outcome indicators identifying proposed accomplishments
- Monitoring of plan activities

The Strategic Plan also addresses the following required areas:

- Anti-poverty strategy
- Lead-based paint hazard reduction
- Reduction of barriers to affordable housing
- Institutional structure/coordination among agencies

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Table 4752 - Geographic Priority Areas

1	**Area Name:**	CDBG Eligible Areas
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
2	**Area Name:**	City of Escondido
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Housing
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	

	Are there barriers to improvement in this target area?	
3	**Area Name:**	Neighborhood Groups
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Housing
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

The City of Escondido does not distribute HOME allocations for housing projects and programs geographically. Available allocations can be spent Citywide. There are areas of focus, including areas in the older, central core of the City, although no specific target areas have been established to focus the spending of HOME funds.

CDBG funds will be allocated in low-mod income census tracts and neighborhood group areas, as needs appear to be concentrated there. The City currently has 18 organized neighborhood groups. All groups except one are located in low-mod census areas.

ESG funds will be allocated throughout the City, in any locations where a homeless need is identified.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 4853 – Priority Needs Summary

1	**Priority Need Name**	Creation/preservation of affordable rental housing
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly
	Geographic Areas Affected	City of Escondido
	Associated Goals	Create and preserve affordable rental housing
	Description	Add new affordable rental housing, including new construction, conversion and rehabilitation.
	Basis for Relative Priority	Per the Needs Assessment, both housing related needs are priorities. Available funding and timing will determine the actual priority of each need. Associated Goals: Create and perserve affordable rental housing. Geographic Areas Affected: City of Escondido
2	**Priority Need Name**	Conservation/expansion afford homeowner opport
	Priority Level	High
	Population	Low Moderate Large Families
	Geographic Areas Affected	City of Escondido
	Associated Goals	Affordable ownership opportunities

	Description	Providing opportunities for homeownership for low-income residents, including construction of new ownership units and down payment assistance through a first-time homebuyer program.
	Basis for Relative Priority	Per the Needs Assessment, both housing related needs are priorities. Available funding and timing will determine the actual priority of each need. Geographic Areas Affected: City of Escondido Associated Goals: Affordable ownership opportunities
3	**Priority Need Name**	Homelessness services
	Priority Level	High
	Population	Extremely Low Families with Children Elderly Chronic Homelessness Individuals Mentally Ill Chronic Substance Abuse Unaccompanied Youth
	Geographic Areas Affected	City of Escondido
	Associated Goals	Support homeless shelter and other services
	Description	Supporting homeless shelter and other needs
	Basis for Relative Priority	Per the Needs Assessment, all 5 community development needs are priorities. Available funding and timing will determine the actual priority of each need. Geographic Areas Affected: City of Escondido Associated Goals: Support homeless shelter and other services
4	**Priority Need Name**	Basic needs
	Priority Level	High

	Population	Extremely Low Low Moderate Elderly Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse Unaccompanied Youth
	Geographic Areas Affected	City of Escondido
	Associated Goals	Prov access to food, water, shelter and sanitation
	Description	Provide access to food, water, shelter and sanitation
	Basis for Relative Priority	Per the Needs Assessment, all 5 community development needs are priorities. Available funding and timing will determine the actual priority of each need. Geographic Areas Affected: City of Escondido
5	**Priority Need Name**	Health and human development
	Priority Level	High
	Population	Extremely Low Low Moderate Families with Children Elderly Chronic Homelessness Individuals Mentally Ill Chronic Substance Abuse Unaccompanied Youth
	Geographic Areas Affected	CDBG Eligible Areas City of Escondido
	Associated Goals	Access to rec, ed and healthcare (inc mentl hlth)

	Description	Goal is to provide access to recreation, education and healthcare (including mental health)
	Basis for Relative Priority	Per the Needs Assessment, all 5 community development needs are priorities. Available funding and timing will determine the actual priority of each need. Geographic Areas Affected: City of Escondido
6	**Priority Need Name**	Neighborhood Revitalization
	Priority Level	High
	Population	Extremely Low Low Moderate Families with Children Elderly Non-housing Community Development
	Geographic Areas Affected	Neighborhood Groups CDBG Eligible Areas
	Associated Goals	Improve the livability of neighborhoods
	Description	Code enforcement, neighborhood outreach, and public works activities to improve existing neighborhoods. Removing public infrastructure gap in neighborhoods.
	Basis for Relative Priority	Per the Needs Assessment, all 5 community development needs are priorities. Available funding and timing will determine the actual priority of each need. Geographic Areas Affected: City of Escondido, CDBG elligible areas Associated Goals: Improve livability of neighborhoods
7	**Priority Need Name**	Economic Development
	Priority Level	Low
	Population	Low Moderate
	Geographic Areas Affected	Neighborhood Groups CDBG Eligible Areas

	Associated Goals	Economic development
	Description	Supporting local economy to benefit low-mod employees and businesses
	Basis for Relative Priority	COVID-19 pandemic has highlighted the need for economic strategies focused on workforce development, job creation and other efforts to help stimulate the local economy. Geographic Areas Affected: City of Escondido Associated Goals: Support adult education and job training
8	**Priority Need Name**	Public Safety
	Priority Level	High
	Population	Low Moderate
	Geographic Area	City of Escondido Low Moderate Area Benefit with more than 51% low/mod households
	Associated Goals	Public Facilities – Fire Station/Equipment
	Basis for Relative Priority	The City has seven fire stations with eleven trucks (seven active and four in reserve). The average lifespan of a fire engine is 20 years and the City has two fire engines that are 18 and 20 years old. Due to COVID and supply change delays, it takes up to 36 months to receive a fire engine, so the City needs to order the engine now to replace its aging fleet. These two fire trucks will be placed at fire stations located in service areas where more than 51% of residents are low-moderate income.
98	**Priority Need Name**	Homelessness prevention
	Priority Level	High
	Population	Extremely Low Families with Children Elderly Chronic Homelessness Individuals Mentally Ill Chronic Substance Abuse Unaccompanied Youth

	Geographic Areas Affected	City of Escondido
	Associated Goals	Keep HH at risk from becoming homeless
	Description	Rental assistance for those individuals and families at-risk of becoming homeless
	Basis for Relative Priority	Per the Needs Assessment, all 5 Homeless needs are priorities. Available funding and timing will determine the actual priority of each need. Geographic Areas Affected: City of Escondido Associated Goals: Keep households at imminent risk of homelessness from becoming homeless
109	**Priority Need Name**	Emergency Shelter
	Priority Level	High
	Population	Extremely Low Elderly Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse Unaccompanied Youth
	Geographic Areas Affected	City of Escondido
	Associated Goals	Temporarily house homeless residents Basic needs and case mgt to residents in shelter
	Description	Improve the quality and number of emergency shelters for homeless individuals and families, by assisting shelters with additional beds and services.
	Basis for Relative Priority	Per the Needs Assessment, all 5 Homeless needs are priorities. Available funding and timing will determine the actual priority of each need. Geographic Areas Affected: City of Escondido Associated Goals: Temporarily house homeless residents Provide basic needs and case management to homeless residents living in an emergency shelter

110	**Priority Need Name**	Essential services to shelter residents
	Priority Level	High
	Population	Extremely Low Elderly Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse Unaccompanied Youth
	Geographic Areas Affected	City of Escondido
	Associated Goals	Temporarily house homeless residents Basic needs and case mgt to residents in shelter
	Description	Improve the quality and number of emergency shelters for homeless individuals and families, by assisting shelters with additional beds and services.
	Basis for Relative Priority	Per the Needs Assessment, all 5 Homeless needs are priorities. Available funding and timing will determine the actual priority of each need. Geographic Areas Affected: City of Escondido Associated Goals: Temporarily house homeless residents Provide basic needs and case management to homeless residents living in an emergency shelter
121	**Priority Need Name**	Engagement of homeless individuals and families
	Priority Level	High
	Population	Extremely Low Families with Children Elderly Chronic Homelessness Individuals Mentally Ill Chronic Substance Abuse Unaccompanied Youth

	Geographic Areas Affected	City of Escondido
	Associated Goals	Engage/assess homeless indiv/families on street
	Description	Engage and assess homeless individuals and families living on the street to assess need for provision of services, housing and case management
	Basis for Relative Priority	Per the Needs Assessment, all 5 Homeless needs are priorities. Available funding and timing will determine the actual priority of each need. Geographic Areas Affected: City of Escondido Associated Goals: Engage and assess homeless individuals and families living on the street
132	**Priority Need Name**	Rapid rehousing for homeless individuals/families
	Priority Level	High
	Population	Extremely Low Elderly Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse Unaccompanied Youth
	Geographic Areas Affected	City of Escondido
	Associated Goals	Provide perm hsg to homeless households
	Description	Rapidly re-house and provide permanent housing to homeless households
	Basis for Relative Priority	Per the Needs Assessment, all 5 Homeless needs are priorities. Available funding and timing will determine the actual priority of each need. Geographic Areas Affected: City of Escondido Associated Goals: Provide permanent housing to homeless individuals

Narrative (Optional)

Priority needs established in the 2020-2024 Consolidated Plan will form the basis for establishing objectives and outcomes for the Strategic Plan and the 2020-2021 Action Plan. The Needs Analysis demonstrates the need for the proposed Housing, Community Development and Homeless priority needs. A city-wide need was identified and a substantial amendment was made in 2023.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	Although there is a need for rental assistance, the City of Escondido does not plan to use HOME funds for TBRA. Since FY 2012-2013, the City has received approximately $500,000-$600,000 annually in HOME funds, which is not large enough to start a rental assistance program, including administration.
TBRA for Non-Homeless Special Needs	Although there is a need for rental assistance, the City of Escondido does not plan to use HOME funds for TBRA. Since FY 2012-2013 the City has received approximately $500,000-$600,000 annually in HOME funds, which is not large enough to start a rental assistance program, including administration.
New Unit Production	A majority of the City's low- and moderate-income households experience housing cost burden, as seen in the Needs Analysis. It is the most common housing problem among the City's households. The City plans to use a large portion of its HOME allocation to assist in the production of rental and ownership units for lower income households.
Rehabilitation	Fifty-one percent of the City's housing stock was constructed prior to 1980, meaning there is the possibility of lead- based paint hazards in many units, and that a significant portion of the housing stock may need some improvement/rehabilitation. Additionally, 66% of renter occupied and 38% of owner-occupied units have at least one identified housing condition. The city expects to use a significant portion of its HOME allocation to provide assistance to rehabilitate single- and multi-family units.
Acquisition, including preservation	The City will strive to assist developers interested in acquisition/rehabilitation of existing multi-family housing to provide improved, affordable housing due to the age and condition of the city's multi-family housing stock. The city also will assist in preserving any identified units that are "at-risk" of losing affordability, when possible.

Table 4954 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

The City of Escondido is a HOME participating jurisdiction and a CDBG and ESG entitlement jurisdiction, and anticipates receiving approximately $1,818,665 in CDBG funds, $622,150 in HOME funds, and $160,313 in ESG funds for FY 2020. Accordingly, the City anticipates receiving approximately $9,000,000 in CDBG funds, $3,000,000 in HOME funds, and $775,000 in ESG funds over the next five years. Escondido does not receive funding under the Housing Opportunities for Persons with AIDS (HOPWA) program. Program income received from the repayment of CDBG-owned rental property will be reprogrammed for permitted activities. Any additional Program Income funds also will be reprogrammed into allowable programs or projects, as identified during the Action Plan process.

As part of a FY2020-2021 substantial amendment, the City will reprogram $1,382,180 in CDBG funds to new/expanded projects. It also acknowledges a revision of the 2020 HUD allocations made in November 2020, resulting in a $277 decrease in CDBG funds (amended to $1,818,665) and $148 decrease in HOME funds (amended to $622,150).

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,818,665	0	692,188	2,510,853	7,181,058	It is estimated that the City will receive a CDBG allocation of approximately $9,000,000 over the five years of the Consolidated Plan based on past and current funding.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	622,150	100,000	0	722,150	2,377,702	It is estimated that the City will receive a HOME allocation of approximately $3,000,000 over the five years of the Consolidated Plan based on past and current funding.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	160,313	0	0	160,313	614,687	It is estimated that the City will receive an ESG allocation of approximately $775,000 over the five years of the Consolidated Plan based on past and current funding.

Table 5055 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The housing, community development and homeless needs far exceed the available HOME, CDBG and ESG funding. A variety of other non-federal funding sources, including grants and state funds, will be leveraged to meet as many needs in the City as possible.

The 100% match requirement for ESG funds will be satisfied with resources from service providers.

The HOME program requires that for every HOME dollar spent, the City must provide a 25 percent match with non-federal funds. The City currently has no match obligation since we been oversubscribed in our match obligation for several years.

Any match requirements for CDBG funds will be met with local or other funds.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Escondido does not own any land or property that will be used to address housing-related needs during the term of the Consolidated plan.

Discussion

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Escondido	Government	Economic Development Homelessness Non-homeless special needs Ownership Planning Rental neighborhood improvements public facilities public services	Jurisdiction
INTERFAITH COMMUNITY SERVICES	Non-profit organizations	Homelessness	Region
COMMUNITY HOUSINGWORKS	Non-profit organizations	Ownership Rental	Region

Table 5156 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

Housing, supportive services, homeless prevention and community development activities for residents of the City of Escondido are delivered by a large number of public agencies, non-profit organizations, faith-based groups, and private entities. The strengths in the coordinated delivery system include the Regional Taskforce on the Homeless (RTFH), and the City's coordinated outreach. Through the RTFH, the City is able to use a coordinated approach to assisting the homeless, using their leveraged and comprehensive resources. Additionally, the City utilizes coordinated contacts in various City Departments and throughout the community to identify any gaps and look at ways to fill them.

The City and its partners have organizational capacity to address the needs of the community. In addition, there are adequate CHDOs in the area capable of carrying out housing development and services.

Gaps in delivery occur due to lack of funding, since funding is always limited, and coordination among service providers. It is sometimes difficult to ensure that residents are aware of available services.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	
Legal Assistance	X	X	
Mortgage Assistance	X		
Rental Assistance	X	X	
Utilities Assistance	X		
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X		
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	
Child Care	X		
Education	X		
Employment and Employment Training	X	X	
Healthcare	X	X	X
HIV/AIDS	X		
Life Skills	X	X	
Mental Health Counseling	X	X	
Transportation	X		
Other			

Table 5257 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The Regional Taskforce on The Homeless utilizes a coordinated system of providers, services and funding to assist homeless persons, including the unique segments of the homeless population, veterans, chronically homeless, families with children, unaccompanied youth. While many there are many providers and types of services and programs available, as discussed in this Consolidated Plan, the level of services available is not adequate to meet the needs of the City's residents.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

There are a variety of services and programs for the special needs population and persons experiencing homelessness available in Escondido. The need continues to be greater than the ability to provide services. Always needed are additional funding to provide increasing levels of service to a growing population, and additional coordination among agencies providing services.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The City will continue to work with other nearby ~~juridictions~~jurisdictions, nonprofit and faith-based organizations, and the Regional Taskforce on the Homeless (RTFH) to coordinate available resources and collaborate on a strategy for overcoming gaps to addressing the priority needs. The City is confident that the structure is available to address the priority needs outlined in this Consolidated Plan.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Create and preserve affordable rental housing	2020	2024	Affordable Housing	City of Escondido	Creation/preservation of affordable rental housing	HOME: $1,327,000	Rental units constructed: 0 Household Housing Unit Rental units rehabilitated: 15 Household Housing Unit
2	Affordable ownership opportunities	2020	2024	Affordable Housing	City of Escondido	Conservation/expansion afford homeowner opport	HOME: $1,250,000	Homeowner Housing Added: 10 Household Housing Unit Direct Financial Assistance to Homebuyers: 5 Households Assisted
3	Support homeless shelter and other services	2020	2024	Homeless	City of Escondido	Homelessness services	CDBG: $250,000	Homeless Person Overnight Shelter: 500 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Prov access to food, water, shelter and sanitation	2020	2024	Homeless	City of Escondido	Basic needs	CDBG: $750,000	Other: 1500 Other
5	Access to rec, ed and healthcare (inc mentl hlth)	2020	2024	Non-Housing Community Development	CDBG Eligible Areas City of Escondido	Health and human development	CDBG: $500,000	Public service activities for Low/Moderate Income Housing Benefit: 750 Households Assisted
6	Improve the livability of neighborhoods	2020	2024	Non-Housing Community Development	Neighborhood Groups CDBG Eligible Areas	Neighborhood Revitalization	CDBG: $5,300,000~~6,000,000~~	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 10000 Households Assisted Public service activities for Low/Moderate Income Housing Benefit: 200 Households Assisted Housing Code Enforcement/Foreclosed Property Care: 1000 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Economic development	2020	2024	Non-Housing Community Development	CDBG Eligible Areas City of Escondido	Economic Development	CDBG: $195,000	Public service activities for Low/Moderate Income Housing Benefit: 1 Households Assisted Jobs created/retained: 1 Jobs Businesses assisted: 1 Businesses Assisted
8	Public Safety	2020	2024	Public Facilities	City of Escondido Low-mod area benefit	Fire Stations/Equipment	CDBG: $700,000	Purchase two fire engines Additional goals will be created
~~9~~8	Keep HH at risk from becoming homeless	2020	2024	Non-Homeless Special Needs	City of Escondido	Homelessness prevention	ESG: $290,000	Homelessness Prevention: 80 Persons Assisted
10~~9~~	Temporarily house homeless residents	2020	2024	Homeless	City of Escondido	Emergency Shelter Essential services to shelter residents	ESG: $200,000	Homeless Person Overnight Shelter: 600 Persons Assisted
11~~0~~	Basic needs and case mgt to residents in shelter	2020	2024	Homeless	City of Escondido	Emergency Shelter Essential services to shelter residents	ESG: $225,000	Homelessness Prevention: 400 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
121	Engage/assess homeless indiv/families on street	2020	2024	Homeless	City of Escondido	Engagement of homeless individuals and families	ESG: $100	Homelessness Prevention: 1 Persons Assisted
132	Provide perm hsg to homeless households	2020	2024	Homeless	City of Escondido	Rapid rehousing for homeless individuals/families	ESG: $10,000	Tenant-based rental assistance / Rapid Rehousing: 1 Households Assisted Homelessness Prevention: 1 Persons Assisted

Table 5358 – Goals Summary

Goal Descriptions

1	**Goal Name**	Create and preserve affordable rental housing
	Goal Description	Assist in the production of new, affordable rental housing through construction and acquisition/rehabilitation of existing rental units. Units would be affordable to extremely-low, very low- and low-income households.
2	**Goal Name**	Affordable ownership opportunities
	Goal Description	The City will provide direct assistance to first-time, low-income homebuyers for down payment or closing cost assistance. The City also will assist in the production of affordable ownership housing for lower income homebuyers.

3	**Goal Name**	Support homeless shelter and other services
	Goal Description	Provide access to shelter beds.
4	**Goal Name**	Prov access to food, water, shelter and sanitation
	Goal Description	Assist with provision of basic needs to homeless
5	**Goal Name**	Access to rec, ed and healthcare (inc mentl hlth)
	Goal Description	Support educational and recreational activities and healthcare for all members of the community, including youth and seniors, as gaps in services are identified.
6	**Goal Name**	Improve the livability of neighborhoods
	Goal Description	Work with neighborhood leaders to develop anti-crime programs and strategies, and provide neighborhood group support. Street improvements will be coordinated as specific needs are identified.
7	**Goal Name**	Economic development
	Goal Description	Support adult education and job training. Support the local economy to benefit low-mod employees and businesses.
8	**Goal Name**	Public Safety
	Goal Description	Acquisition, construction, or rehabilitation of fire stations and/or the purchase of fire trucks and emergency rescue equipment.
9~~8~~	**Goal Name**	Keep HH at risk from becoming homeless
	Goal Description	Prevent families and individuals from becoming homeless.
10~~9~~	**Goal Name**	Temporarily house homeless residents
	Goal Description	Improve the number and quality of emergency shelters for homeless individuals and families and help operate them.

1~~0~~	**Goal Name**	Basic needs and case mgt to residents in shelter
	Goal Description	Improve the quality of emergency shelters for families and individuals. Provide case management for those in shelters to evaluate individual situations.
1~~1~~	**Goal Name**	Engage/assess homeless indiv/families on street
	Goal Description	Outreach to homeless individuals and families on the street.
1~~2~~	**Goal Name**	Provide perm hsg to homeless households
	Goal Description	Rapidly re-house homeless families and individuals.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The 2020-2024 Consolidated Plan has established the following affordable housing objectives:

- Provide first-time homebuyer assistance to five households.
- Expand the City's affordable housing inventory by 15 rental units through construction or acquisition/rehabilitation.
- Expand the City's inventory of affordable ownership units by 10.

Overall, 30 extremely-low, very-low, low- and moderate-income households will benefit from the City's federally-funded affordable housing activities over the upcoming five years. This includes 15 renters and 15 homeowners. It is proposed that over 2,500 homeless households will be assisted.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

The City of Escondido has no Section 504 Voluntary Compliance Agreement. There is no public housing in Escondido**.**

Activities to Increase Resident Involvements

There are no public housing units in Escondido.

Is the public housing agency designated as troubled under 24 CFR part 902?

N/A

Plan to remove the 'troubled' designation

N/A

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

Many public policies can have an adverse impact on the provision of affordable housing, including a local jurisdiction's policies.

See attached ~~narative~~narrative.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The City of Escondido continually works to review requirements and fees, and removes any barriers to affordable housing whenever possible, without negatively impacting he health and safety of all residents.

The City is currently participating in the development of a regional Analysis of Impediment to Fair Housing Choice, as required by the Department of Housing and Urban Development. The City will address all regional impediments and impediments specific to Escondido. The City will also continue to amend the Zoning Code wherever necessary to remove affordable housing barriers and better facilitate development of affordable housing.

The City will continue to streamline processes, including environmental review, for affordable developments when possible. Duplicative and unnecessary processes and development fees will be evaluated.

Barriers to Afford Housing

Land Use Controls

Land use policies and zoning requirements are often cited as a barrier to development, specifically to affordable housing. The City has streamlined the process for adding an Accessory Dwelling Unit, allowing increased opportunities for individual property owners to add additional affordable housing. The City has adopted Density Bonus provisions consistent with State law, in order to facilitate individual development of affordable housing opportunities. The City is continuously reviewing requirements for other opportunities to streamline housing development.

Environmental Protection

The type of environmental review needed for a residential project depends on the type of project, as well as the type of financing involved. Both state (California Environmental Quality Act) and federal (National Environmental Policy Act) environmental laws can add cost to a project, due to required studies, additional timing, etc. Most of this is out the City's control.

Planning and Development Fees

The cost of development, including permit fees paid to the City, is often cited as a barrier to developers of housing. Building, zoning and site improvement fees, in addition to the cost of land and materials, can add significantly to the cost of construction and have a negative impact on housing production. The City of Escondido periodically reviews all fees to ensure they include cost recovery but are not excessive.

Public Opposition to Affordable Housing

Public opposition to all housing, and in particular affordable housing, can cause delays in the development process, add costs, and possibly result in a project being denied. The State of California has enacted new housing laws meant to discourage NIMBY-ism (Not In My Backyard). The City considers all public comments related to projects.

Permit and Processing Procedures/Times

The processing time required to obtain approval of development permits and building permits is often cited as a contributing factor to the cost of housing. Development processing time varies depending on the complexity of a project, but the state has initiated expedited and streamlined processing of certain types of residential permits to improve this. The City of Escondido is responsive to all project submittals and streamlines them as much as possible.

Lack of Affordable Housing Funds

The City of Escondido, like many cities in California, faces significant challenges in continuing to provide affordable housing opportunities. Some previously available funding has been eliminated or reduced, and costs have increased exponentially. The City will continue to leverage other funding sources as available to develop affordable housing opportunities.

Prevailing Wage Requirements

The State Department of Industrial Relations (DIR) has expanded the types of projects that require the payment of prevailing wages. In addition, Davis-Bacon prevailing wages must be paid when federal funds are used on new and multi-family rehabilitation projects of more than eight units. The prevailing wage is usually higher than competitive wages, raising the cost of housing production and rehabilitation activities. Prevailing wage also adds to a project's costs by requiring documentation of compliance. The City of Escondido continues to comply with all state and federal requirements.

Building Codes and Enforcement

The City has adopted the 2019 California Building Code and 2019 Green Building Code. Building Codes could be considered an adverse impact on the timing and cost of affordable housing. The City uses flexibility when permitted

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City's strategic plan for homelessness includes a comprehensive, integrated service system to transition local homeless families and individuals to supportive, transitional or permanent housing and self-sufficiency. The City plans to use a portion of its ESG funding to fund providers offering shelter services and case management. Currently, the City funds a social worker to work with the Police Department assisting in outreach to the homeless population (using state grant funds).

Addressing the emergency and transitional housing needs of homeless persons

The City will use a portion of its CDBG allocation and all of its ESG allocation to provide emergency shelter for the homeless, including Interfaith Community Services' 365-day a year bridge housing, in addition to other homeless services. Prevention assistance also will be a priority, as is assisting to provide shelter beds and basic needs. Rapid rehousing and street outreach are secondary priorities. The City works with the Continuum of Care (the Regional Taskforce on the Homeless) in a collaborative process to provide housing and supportive services to homeless individuals and families.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The City proposes to use ESG funds for emergency shelter and homeless prevention for as many homeless individuals and families as possible. This will include rental assistance and housing relocation and stabilization.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

The City proposes to use ESG funds for homeless prevention, including rental assistance and relocation and stabilization services.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

According to the CDC, there are at least 4 million homes in the United States that have significant lead-based paint hazards, that are home to young children. According to the federal Centers for Disease Control (CDC), approximately 250,000 children in the United States aged one to five years have elevated lead in their blood. There is no level of lead exposure considered safe for children. Due to their age, 22,865 housing units in Escondido may pose some LBP risk. Forty-seven percent (10,275) of owner-occupied housing units and 56% (12,590) of renter housing units in Escondido were constructed prior to 1980. A more detailed evaluation of LBP risk in Escondido's housing units is found in the Market Analysis (MA-20). Since the use of lead-based paint was banned in 1978, actions to address LBP hazards impact homes constructed prior to 1978.

In San Diego County lead poisoning is addressed by the San Diego County Health & Human Services Agency's Childhood Lead Poisoning Prevention Program (CLPPP). Their services include increasing awareness, reducing lead exposure, product information, and increasing assessment and testing of children.

In Escondido all units/projects assisted with HOME funds will comply with Title X of the 1992 Housing and Community Development Act, including HUD's Lead Safe Housing Rule.

How are the actions listed above related to the extent of lead poisoning and hazards?

All sources agree that lead based paint exposure negatively affects children's physical and emotional health. According to the San Diego County Childhood Lead Poisoning Prevention Program (CLPPP) the number of new cases of blood lead poisoning in children under the age of 21 has decreased since 2006, although the danger of lead-based paint and lead poisoning still exists.

How are the actions listed above integrated into housing policies and procedures?

When HOME funds are used in programs and projects impacting housing, lead based paint is a concern. Due to the age of housing units, the number of rental units, and the location of older units in the central core of the City, programs/projects undertaken by the City are impacted by lead-based paint regulations.

Lead based paint actions are included in the City's policies and procedures related to HOME-funded ownership and rental projects. Notification and testing are the most common requirements. Notification is required for all programs and projects. Owners, occupants, and purchasers

receive written disclosure information on LBP, a seller's disclosure regarding presence of LBP, and a "Protect Your Family from Lead in Your Home" pamphlet. If LBP is identified through a visual assessment in a pre-1978 property, or when surfaces are to be disturbed, lead hazard reduction and clearance is required in conformance with 24 CFR Part 35.

For rehabilitation programs, including assistance of acquisition/rehabilitation of existing multi-family projects and any owner-occupied rehabilitation program, the purpose of the requirements is to remove any lead based paint hazards. Notification of residents is also required. The City will require a lead hazard evaluation and risk assessment for properties constructed prior to 1978. LBP remediation will be handled by certified contractors.

First-time homebuyer program – The City requires that a home be free from LBP hazards and that all notifications be made.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

According to the latest available census estimates, approximately 14.9 percent of Escondido's population lives below the poverty line. There are several strategies for elevating the income levels of those individuals and families living in poverty. These include affordable housing, a livable community, education and job creation.

As much of the City's HOME allocation as possible will be spent on providing additional affordable housing opportunities to lower income households, which should help to reduce the number of families living in poverty. Lowering the amount of a household's housing costs will help bring them out of poverty, rather than provide them a service while they are in poverty. The City proposes to assist in creating and preserving affordable rental housing and affordable homeownership opportunities to create affordable housing for as many as possible.

Strengthening he City's economic base is also a key to reducing poverty in the City. The City proposes a coordinated approach of economic development strategies, job creation, and business retention, expansion and attraction. Individuals and families are also assisted through job training, counseling, education, and connection to jobs and opportunities. Efforts will be coordinated with other public and private organizations providing education, and job training programs.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

Expanding and preserving affordable housing opportunities will reduce the housing cost burden of households living in poverty. Affordable rental and ownership housing will be provided. This will allow households a portion of disposable income to pursue additional educational and other opportunities. Improving the community they live in will also help reduce poverty. The City plans to spend a portion of its federal allocation of HOME, CDBG and ESG funds to provide opportunities for its residents and improve the community they live in.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

HOME projects/programs: All sub-recipients or CHDOs are evaluated as part of the pre-award assessment, in conformance with HOME Final Rule requirements. Prior to disbursement of HOME funds to any entity, the city shall enter into a written agreement with the entity, which remains in effect for the length of affordability, ensuring compliance with all applicable statutes and regulations. All CHDOs, sub-recipients, projects and programs funded by HOME are monitored during all project phases to ensure they are in compliance with all requirements, the HOME Final Rule, and the City's HOME monitoring procedures.

CDBG projects/programs: Recipients of CDBG funding (sub-recipients) are required to enter into written agreements with the City prior to receipt of CDBG funds. The agreements govern the activities of sub-recipients and specify regulations and conditions under which funds will be provided. Additionally, agreements define the purpose and nature of services and projects and where they will be provided, the tasks to be performed, the level of service to be offered in quantifiable units, performance measurements and a project implementation schedule within a defined contract period.

The City will also monitor all CDBG projects and program activities on an ongoing basis to ensure compliance with HUD regulations and City policies, facilitate timely completion of projects and provide opportunities for dialogue with sub-recipients. Monitoring strategies will include on-site field visits, telephone calls, monthly review of financial records, quarterly review of agency performance reports, and the provision of technical assistance as needed. Annual site visits will be conducted for all sub-recipients new to the CDBG program, those with previous compliance or performance problems, and those carrying out multiple or high-risk CDBG activities.

ESG programs: Recipients of ESG funds (subrecipients) will enter into agreements with the City prior to receiving ESG funds. Agreements will govern the activities and specify regulations and conditions under which funds will be provided.

The City will monitor the provider(s) administering ESG funds, via site visits, conference check-ins, and reviewing required reports, to ensure that they are inline with the Continuum of Care and the requirements of HUD.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Escondido is a HOME participating jurisdiction and a CDBG and ESG entitlement jurisdiction, and anticipates receiving approximately $1,818,665 in CDBG funds, $622,150 in HOME funds, and $160,313 in ESG funds for FY 2020. Accordingly, the City anticipates receiving approximately $9,000,000 in CDBG funds, $3,000,000 in HOME funds, and $775,000 in ESG funds over the next five years. Escondido does not receive funding under the Housing Opportunities for Persons with AIDS (HOPWA) program. Program income received from the repayment of CDBG-owned rental property will be reprogrammed for permitted activities. Any additional Program Income funds also will be reprogrammed into allowable programs or projects, as identified during the Action Plan process.

As part of a FY2020-2021 substantial amendment, the City will reprogram $1,382,180 in CDBG funds to new/expanded projects. It also acknowledges a revision of the 2020 HUD allocations made in November 2020, resulting in a $277 decrease in CDBG funds (amended to $1,818,665) and $148 decrease in HOME funds (amended to $622,150).

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,818,665	0	692,188	2,510,853	7,181,058	It is estimated that the City will receive a CDBG allocation of approximately $9,000,000 over the five years of the Consolidated Plan based on past and current funding.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	622,150	100,000	0	722,150	2,377,702	It is estimated that the City will receive a HOME allocation of approximately $3,000,000 over the five years of the Consolidated Plan based on past and current funding.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	160,313	0	0	160,313	614,687	It is estimated that the City will receive an ESG allocation of approximately $775,000 over the five years of the Consolidated Plan based on past and current funding.

Table 5459 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The housing, community development and homeless needs far exceed the available HOME, CDBG and ESG funding. A variety of other non-federal funding sources, including grants and state funds, will be leveraged to meet as many needs in the City as possible.

The 100% match requirement for ESG funds will be satisfied with resources from service providers.

The HOME program requires that for every HOME dollar spent, the City must provide a 25 percent match with non-federal funds. The City currently has no match obligation since we been oversubscribed in our match obligation for several years.

Any match requirements for CDBG funds will be met with local or other funds.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Escondido does not own any land or property that will be used to address housing-related needs during the term of the Consolidated plan.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Create and preserve affordable rental housing	2020	2024	Affordable Housing	City of Escondido	Creation/preservation of affordable rental housing	HOME: $447,000	Rental units rehabilitated: 4 Household Housing Unit
2	Affordable ownership opportunities	2020	2024	Affordable Housing	City of Escondido	Conservation/expansion afford homeowner opport	HOME: $25,000	Direct Financial Assistance to Homebuyers: 1 Households Assisted
3	Support homeless shelter and other services	2020	2024	Homeless	City of Escondido	Homelessness services	CDBG: $45,000	Homeless Person Overnight Shelter: 180 Persons Assisted
4	Prov access to food, water, shelter and sanitation	2020	2024	Homeless	City of Escondido	Basic needs	CDBG: $166,700	Other: 500 Other
5	Access to rec, ed and healthcare (inc mentl hlth)	2020	2024	Non-Housing Community Development	CDBG Eligible Areas City of Escondido	Health and human development	CDBG: $77,900	Public service activities for Low/Moderate Income Housing Benefit: 250 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Improve the livability of neighborhoods	2020	2024	Non-Housing Community Development	Neighborhood Groups CDBG Eligible Areas	Neighborhood Revitalization	CDBG: $1,200,257	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 15000 Households Assisted
7	Economic development	2020	2024	Non-Housing Community Development	CDBG Eligible Areas	Economic Development	CDBG: $0	Jobs created/retained: 0 Jobs Businesses assisted: 0 Businesses Assisted
8	Keep HH at risk from becoming homeless	2020	2024	Non-Homeless Special Needs	City of Escondido	Homelessness prevention	ESG: $60,959	Homelessness Prevention: 12 Persons Assisted
9	Temporarily house homeless residents	2020	2024	Homeless	City of Escondido	Emergency Shelter Essential services to shelter residents	ESG: $0	Homeless Person Overnight Shelter: 0 Persons Assisted Overnight/Emergency Shelter/Transitional Housing Beds added: 0 Beds
10	Basic needs and case mgt to residents in shelter	2020	2024	Homeless	City of Escondido	Emergency Shelter Essential services to shelter residents	ESG: $87,441	Homelessness Prevention: 200 Persons Assisted
11	Engage/assess homeless indiv/families on street	2020	2024	Homeless	City of Escondido	Engagement of homeless individuals and families	ESG: $0	Homelessness Prevention: 0 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
12	Provide perm hsg to homeless households	2020	2024	Homeless	City of Escondido	Rapid rehousing for homeless individuals/families	ESG: $0	Tenant-based rental assistance / Rapid Rehousing: 0 Households Assisted Homelessness Prevention: 0 Persons Assisted

Table 5560 – Goals Summary

Goal Descriptions

1	**Goal Name**	Create and preserve affordable rental housing
	Goal Description	Assist in the production of new, affordable rental housing through construction and acquisition/rehabilitation of existing rental units. Units would be affordable to extremely-low, very-low and low-income households.
2	**Goal Name**	Affordable ownership opportunities
	Goal Description	The City will provide direct assistance to first-time, low-income homebuyers for down payment or closing cost assistance. The City also will assist in the production of affordable ownership housing for lower income homebuyers.
3	**Goal Name**	Support homeless shelter and other services
	Goal Description	Provide shelter beds for homeless.
4	**Goal Name**	Prov access to food, water, shelter and sanitation
	Goal Description	Support basic needs, such as food, water, shelter, sanitation for homeless.

5	**Goal Name**	Access to rec, ed and healthcare (inc mentl hlth)
	Goal Description	Support educational and recreational activities and healthcare for all members of the community, including youth and seniors, as gaps in services are identified.
6	**Goal Name**	Improve the livability of neighborhoods
	Goal Description	Work with neighborhood leaders to develop anti-crime programs and strategies, and provide neighborhood group support. Street improvements will be coordinated as specific needs are identified. Residents of the Old Escondido CDBG Neighborhood Grouop requested new street lights from 2nd to 9th Avenue. The project was intitally approved in the 2015-2019 Consolidated Plan, but due to staffing and a lack of funds, the project was delayed. It is being recommended as a new activity in the 2020-2024 Consolidated Plan. The City plans to re-allocate the $595,370 funds previously approved to the project and add an additional $400,000 (totaling $995,370).
7	**Goal Name**	Economic development
	Goal Description	Support local economy to benefit low-mod employees and businesses. Support adult education and job training.
8	**Goal Name**	Keep HH at risk from becoming homeless
	Goal Description	Prevent families and individuals from becoming homeless.
9	**Goal Name**	Temporarily house homeless residents
	Goal Description	Improve the number and quality of emergency shelters for homeless individuals and families and help operate them.
10	**Goal Name**	Basic needs and case mgt to residents in shelter
	Goal Description	Improve the quality of emergency shelters for families and individuals. Provide case management for those in shelters to evaluate individual situations.

11	**Goal Name**	Engage/assess homeless indiv/families on street
	Goal Description	Outreach to homeless individuals and families on the street.
12	**Goal Name**	Provide perm hsg to homeless households
	Goal Description	Rapidly re-house homeless families and individuals.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Escondido Housing and Neighborhood Services Division will serve as the lead agency in the administration of all HOME, CDBG and ESG projects proposed in this plan. The City will contract with local nonprofit agencies and organizations to administer fair housing activities and some public services, in addition to administering most programs and projects directly. Any contract agencies (subrecipients) will be responsible for program implementation and all performance will be monitored by the City of Escondido.

Projects

#	Project Name
1	CDBG Admin
2	Fair Housing
3	Public Services
4	Capital Improvements
5	Neighborhood Revitalization
6	Home Administration
7	Homebuyer Entry Loan Program
8	Housing development
9	HESG 2020
10	CHDO set-aside and administration

Table 5661 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

AP-38 Project Summary

Project Summary Information

1	**Project Name**	CDBG Admin
	Target Area	Neighborhood Groups CDBG Eligible Areas City of Escondido
	Goals Supported	Support homeless shelter and other services Prov access to food, water, shelter and sanitation Access to rec, ed and healthcare (inc mentl hlth) Improve the livability of neighborhoods Economic development
	Needs Addressed	Homelessness services Basic needs Health and human development Neighborhood Revitalization Economic Development
	Funding	CDBG: $328,733
	Description	General Administration of the CDBG program. Staff costs for compliance, reporting, financial management and program monitoring.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	City of Escondido
	Planned Activities	Staff time, administration, compliance, reporting, financial management, and monitoring.
2	**Project Name**	Fair Housing
	Target Area	City of Escondido
	Goals Supported	Improve the livability of neighborhoods
	Needs Addressed	Neighborhood Revitalization
	Funding	CDBG: $35,000
	Description	Activities to affirmatively further fair housing. Provides accessible education and mediation services for Escondido tenants and landlords, ensuring equal opportunity in housing, increasing awareness of fair housing laws, and providing random fair housing testing.

	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	City of Escondido
	Planned Activities	Contract with provider for fair housing services, including landlord/tenant mediation and testing.
3	**Project Name**	Public Services
	Target Area	Neighborhood Groups CDBG Eligible Areas
	Goals Supported	Support homeless shelter and other services Prov access to food, water, shelter and sanitation Access to rec, ed and healthcare (inc mentl hlth) Improve the livability of neighborhoods Economic development
	Needs Addressed	Homelessness services Basic needs Health and human development Economic Development
	Funding	CDBG: $319,620
	Description	Public services in low-mod areas, provided by the City or local non-profit agencies and organizations.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	Citywide

	Planned Activities	Most of the City's public services programs have COVID-19 implications (funds that will, non-exclusively, address the City's response to COVID/needs created or exacerbated by the pandemic). Senior Transportation ($34,610), Senior Nutrition ($56,110), Senior CARE ($16,000), and Meals on Wheels ($25,000) serve one of the City's most COVID at-risk populations. We are working to provide basic needs for folks who need to primarily shelter in place, or when it is necessary to go out, to be socially distanced. Alliance for Regional Solutions ($45,000) services another highly at-risk population, homeless, providing shelter and the ability to shelter and monitor their health. Voices for Children ($10,000) and Project UP ($17,900) address the safety and mental health of children whose social safety nets have been dramatically cut during the COVID crisis. This totals $204,620/$1,818,942 = 11% Public service programs that do not directly respond to COVID are Learn to Swim ($15,000), Neighbor to Neighbor ($45,000), San Diego Children's Museum ($5,000). Operations will be modified, operations will be effected, but the programs themselves do not necessarily address COVID needs. Neighborhood Improvement Planning Program will include concept development and feasibility studies of projects that will address both COVID and non-COVID needs in our community ($50,000) This totals $115,000/$1,818,942 = 6%
4	**Project Name**	Capital Improvements
	Target Area	Neighborhood Groups CDBG Eligible Areas
	Goals Supported	Support homeless shelter and other services Prov access to food, water, shelter and sanitation Access to rec, ed and healthcare (inc mentl hlth) Improve the livability of neighborhoods Economic development
	Needs Addressed	Homelessness services Basic needs Health and human development Neighborhood Revitalization Economic Development
	Funding	CDBG: $160,000
	Description	Capital or public street improvements

	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	City of Escondido
	Planned Activities	
5	**Project Name**	Neighborhood Revitalization
	Target Area	Neighborhood Groups CDBG Eligible Areas
	Goals Supported	Support homeless shelter and other services Prov access to food, water, shelter and sanitation Access to rec, ed and healthcare (inc mentl hlth) Improve the livability of neighborhoods Economic development
	Needs Addressed	Homelessness services Basic needs Health and human development Neighborhood Revitalization Economic Development
	Funding	CDBG: $1,667,500
	Description	Improve the livability of neighborhoods through education, outreach, and the beautification/enhancement of neighborhoods.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	Citywide

	Planned Activities	Activiites will be funded through $975,312 in 2020 CDBG funds and $692,188 in reprogrammed previous year funds (from closed projects). CDBG-funded Code Enforcement ($115,000) to address blight and Code violations in CDBG-eligible areas. Grants to Blocks ($75,000) to address neighborhood projects and livability issues in CDBG-eligible areas. Graffiti Removal ($157,500) for graffiti removal on private property in CDBG-eligible areas. Project NEAT ($45,000) to address appearance and neighborhood deterioration issues in CDBG-eligible areas. Playground Equiment Replacement Project ($775,000) to replace playground equipment in four parks in CDBG-eligible neighborhoods: Jesmond Dene, Westside, El Norte, and Washington Parks. Jesmond Dene Parking Lot Lighting Project ($150,000) to add lighting at a park used by youth at/after dusk to address safety concerns. PACC Courtyard Improvements ($200,000) to improve exterior ADA accessibility at a community center to meet the needs of seniors and increase COVID-safer congregate meal settings. Hoffman Victorian Preservation ($50,000) for stabilization projects to preserve the historic Hoffman House to allow the continues use as a museum frequently by 3rd graders as part of the local history curriculum. Urban Corps Escondido Facility Improvement Project ($100,000) to assist a local non-profit in the rehabllitation of their building to allow better job training of at-risk young adults.
6	**Project Name**	Home Administration
	Target Area	City of Escondido
	Goals Supported	Create and preserve affordable rental housing Affordable ownership opportunities
	Needs Addressed	Creation/preservation of affordable rental housing Conservation/expansion afford homeowner opport
	Funding	HOME: $62,215
	Description	HOME administration costs
	Target Date	6/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	City of Escondidio
	Planned Activities	Administrative support of HOME programs funds.
7	**Project Name**	Homebuyer Entry Loan Program
	Target Area	City of Escondido
	Goals Supported	Affordable ownership opportunities
	Needs Addressed	Conservation/expansion afford homeowner opport
	Funding	HOME: $25,000
	Description	Provide a low-interest loan which can be used toward the down payment or closing costs for first time homebuyers.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	One low-moderate income household.
	Location Description	Citywide
	Planned Activities	Provide down payment or closing cost assistance to low-income first time homebuyers.
8	**Project Name**	Housing development
	Target Area	City of Escondido
	Goals Supported	Create and preserve affordable rental housing Affordable ownership opportunities
	Needs Addressed	Creation/preservation of affordable rental housing Conservation/expansion afford homeowner opport
	Funding	HOME: $441,610
	Description	Provide affordable rental and owner housing development through new construction or acquisition/rehabilitation.
	Target Date	6/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	Citywide
	Planned Activities	New rental or owner housing. Acquisition/rehabilitation of rental or owner housing.
9	**Project Name**	HESG 2020
	Target Area	City of Escondido
	Goals Supported	Keep HH at risk from becoming homeless Temporarily house homeless residents Basic needs and case mgt to residents in shelter Engage/assess homeless indiv/families on street Provide perm hsg to homeless households
	Needs Addressed	Homelessness prevention Emergency Shelter Essential services to shelter residents Engagement of homeless individuals and families Rapid rehousing for homeless individuals/families
	Funding	ESG: $160,313
	Description	Funds for emergency shelter, homeless prevention, homeless outreach, temporary emergency shelter, and rapid re-housing.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	Citywide
	Planned Activities	Administrative: $12,013 Emergency shelter operations: $87,441 Homeless prevention via rental assistance: $60,859
10	**Project Name**	CHDO set-aside and administration
	Target Area	City of Escondido

	Goals Supported	Create and preserve affordable rental housing Affordable ownership opportunities
	Needs Addressed	Creation/preservation of affordable rental housing Conservation/expansion afford homeowner opport
	Funding	HOME: $93,325
	Description	Mandatory CHDO set-aside and administrative costs associated with potential new project development.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	Citywide
	Planned Activities	Mandatory CHDO set-aside and administrative costs associated with potential new project development.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

HOME: The City of Escondido does not distribute HOME allocations for housing programs and projects geographically. Available allocations are spent citywide. There are areas of focus, including areas in the older, central core of the City, although no specific target areas have been established to focus the spending of HOME funds.

CDBG: The City of Escondido currently has 18 priority Neighborhood Groups, 17 of which are located in low-to-moderate income, CDBG-eligible census tracts. They are generally older areas and are either in or around the central core of the City. CDBG funds are directed to these 17 Neighborhoods and to other CDBG eligible areas within the City.

ESG: The City of Escondido does not distribute ESG allocations for programs and projects geographically. Funds are spent on clients within the City that are homeless or at risk of homelessness.

Geographic Distribution

Target Area	Percentage of Funds
Neighborhood Groups	
CDBG Eligible Areas	
City of Escondido	100

Table 5762 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

See above discussion.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

In addition to federal funding, the City will continue to seek additional funding sources in order to support as many Escondido families as possible.

One Year Goals for the Number of Households to be Supported	
Homeless	1,142
Non-Homeless	5
Special-Needs	0
Total	1,147

Table 58~~64~~ - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	4
Acquisition of Existing Units	1
Total	5

Table 59~~65~~ - One Year Goals for Affordable Housing by Support Type

Discussion

The City will leverage additional funding, including State funds, tax credits, and grants in order to assist as many additional households as possible.

AP-60 Public Housing – 91.220(h)

Introduction

There are no public housing units located in the City of Escondido and the City is not a public housing authority. The Housing Authority of the County of San Diego (HACSD) is the housing authority which administers public housing and the Housing Choice Voucher Program for Escondido residents.

Actions planned during the next year to address the needs to public housing

The public housing needs in the City of Escondido are addressed by the Housing Authority of the County of San Diego (HACSD). The City supports the HACSD in their efforts to address the needs of low-income households in Escondido

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Although the City of Escondido is not a public housing authority, the HACSD represents residents of Escondido. The HACSD has established a public housing resident advisory board for county public housing developments and the Housing Choice Voucher Program participants. The board meets regularly to discuss program issues and recommendations.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A. The HACSD is not designated as troubled.

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Although the majority of homeless individuals in Escondido lived in Escondido before becoming homeless, a number of homeless individuals come to the City Escondido because of the public services offered within the city. As a service hub in the North County area, Escondido participates in the Regional Continuum of Care (now known as the Regional Task Force for the Homeless), comprised of many other San Diego cities and the County of San Diego, non-profit service providers, and stakeholders. The RTFH coordinates and oversees the application process, and develops and vets programs to address issues regarding homelessness in the region. The RTFH also oversees the collection of regional homeless data, identifies gaps in services, and leads strategic planning initiatives to move people from homelessness to permanent housing. The City will continue to work with the RTFH as staffing and resources allow to support services and apply for funding to address (and end) homelessness in our region.

Addressing the emergency shelter and transitional housing needs of homeless persons

For FY 2020-21, the City plans to allocate CDBG funding to the Bridge Housing Network. Through a regional collaboration (Alliance for Regional Solutions), the Bridge Housing Network provides safe shelter, working with community members to secure safe, sustainable housing, while simultaneously offering a comprehensive array of support services to pave a concrete pathway towards self-sufficiency and stable housing. To accomplish such goals the Bridge Housing Network will provide:

-A safe environment for homeless individuals

-Access to a Case Manager to work on housing and income goals

-Access to support services to enhance the ability to be self sufficient

-Participant referrals to the CoC Coordinated Entry System which connects the most vulnerable to available rapid re-housing and permanent housing resources.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals

and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City's one year goal and actions for ending homelessness include expending Emergency Solutions Grant Funds towards helping homeless persons transition to permanent housing and independent living.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Key elements to homeless prevention include employment development and mental health. The goal is to enhance a person’s ability to obtain and keep a job so that they are able to make an adequate income to be self-sufficient while sustaining their mental health. In addition, the City works diligently to expand and conserve its affordable housing inventory, especially affordable rental housing that benefits the extremely low-income and low-income households who are most at risk of becoming homeless.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Both market and governmental factors can pose constraints to the provision of adequate and affordable housing. Two of the greatest barriers to affordable housing continue to be cost and supply. As demonstrated in this Consolidated Plan, there is a great need for affordable housing in Escondido. The City of Escondido will continue to remove any barriers to affordable housing possible by implementing a Housing Element in conformance with State law, and by reducing development and cost constraints to developing housing when possible**.** The City will continue to use available funding to mitigate some barriers to affordable housing as much as possible.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Escondido does experience barriers to affordable housing as idenfied in eth Consolidated Plan, including governmental constraints, market conditions, lack of funding sources, and land and construction costs. Many of the barriers are not controlled by the City, such as land and construction costs and state/federal constraints.

The City of Escondido will be updating its Housing Element in 2021. The City will follow up on any governmental constraints to housing development that are identified in the Housing Element, including appropriate amendments to the Zoning Code. In the meantime, the City continues to monitor zoning and development regulations, environmental requirements, and development processes, and will implement the streamlined permit process required by State law. The City will also continue to use available funding, including its HOME allocation, to provide asssitance to first time homebuyers and provide additional affordable housing help to mitigate some barriers to affordable housing.

Discussion:

See discussion above.

AP-85 Other Actions – 91.220(k)

Introduction:

This section discusses the City's underserved needs and institutional structure for delivering housing and community development activities, as identified in this Consolidated Plan.

Actions planned to address obstacles to meeting underserved needs

The City hopes to meet the goal of assisting in as many new/rehabilitated rental units and new affordable ownership units as possible. Something preventing this goal from being reached in the past is low participation in the first-time homebuyer program. The City will use every available resource to get stronger participation, including evaluating program requirements. The City also will hold additional lender training to try to increase participation.

The City will coordinate with private developers to leverage financing to provide as many affordable housing opportunities as possible.

Actions planned to foster and maintain affordable housing

When the affordability period of an existing affordable housing project is nearing the end, the City works with the owners of the project to try to extend the regulatory agreements and the affordability period, to maintain the City's affordable housing stock. The City has several options available to assist in preserving affordability, including refinancing an existing mortgage, providing incentives to the owner, and assisting in obtaining additional financing such as tax credits. The City also will encourage owners of existing projects with project-based vouchers, where loan terms are expiring, to convert to tenant-based voucher assistance.

Actions planned to reduce lead-based paint hazards

HUD requires all CDBG and HOME funded activities be in compliance with HUD's lead-based paint regulations. The City of Escondido is committed to addressing lead-based paint hazards. Federal law requires lead-based paint disclosure and education prior to leasing, renting, selling or purchasing most pre-1978 housing. The City will follow disclosure and warning requirements about lead-based paint, including incorporation of the "Protect Your Family from Lead in your Home" pamphlet in all applicable housing programs. The City will conduct required lead-based paint related activities for all HOME funded activities under title X regulations, such as notification, paint testing, risk assessment, hazard

reduction or abatement, and clearance. All abatement activities will be performed by a certified professional. The City will also send staff to EPA-compliance lead based paint hazard training, when possible.

Actions planned to reduce the number of poverty-level families

The City will implement its 5-year Strategic Plan, including a strategy to reduce the number of poverty-level families. The anti-poverty strategy includes economic development programs to increase busines opportunities, employment marketability and household income. It also includes an increase of housing options, rapid re-housing, and homelessness prevention programs. Activities will be focused in the urban core, but also in hte remainder of CDBG-eligible areas in the City. Efforts will be coordinated with other agencies and non profit organizations as much as possible.

Actions planned to develop institutional structure

The City's Housing and Neighborhood Services Division will ensure compliance with HUD entitlement grants. It will develop and implement ways to increase operational efficiencies of HUD programs through enhanced coordination, technical assistance and effective oversight. The Housing and Neighborhood Services Division will continue to work on a consistent basis with other departments within the City, other government agencies, non-profit groups, and private industry, in addition to the Regional Taskforce on the Homeless (the CoC), to coordinate provision of improvements, housing and services to the City’s residents, while administering the HOME, CDBG and ESG programs.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to update its list of interested non-profits, affordable housing advocates, CHDOs, public agencies and community and neighborhood groups in order to facilitate the best coordination of services. During the Consolidated Plan period the City will continue to reach out to stakeholders to update progress and any new or changing needs. The City coordinates with many regional groups, including SANDAG, the Regional Task Force on the Homeless (RTFH), and the San Diego Regional Alliance for Fair Housing (SDRAFFH). The City will continue to be involved with various community groups involved with all aspects of community development, services and housing, and will assist them in the provision of affordable housing and services to help achieve the goals of the Consolidated Plan.

The Housing and Neighborhood Services Division will work closely with the City’s Economic Development Division to coordinate economic development goals with private industry, social service

agencies, and businesses.

The Division also will continue to be involved with various community and neighborhood groups to coordinate provision of community facilities and services.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   None

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used

for homebuyer activities as required in 92.254, is as follows:

The City does not currently have any projects with recapture restrictions. The City would impose recapture requirements that comply with HOME Final Rule, 24 CFR 92.254. If a property that is assisted with HOME funds is no longer owner-occupied, is refinanced or is sold, the HOME loan becomes due. Recapture provisions limit the amount to be recaptured to the net proceeds of the sale (sales price minus loan repayment – other than HOME funds – and closing costs). This applies to all units regardless of nature of sale. Recapture funds are re-invested by the City into HOME-eligible activities.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   The City of Escondido imposes recapture requirements that comply with the HONE Final Rule, 24 CFR 92.254. If a property that is assisted with HOME funds is no longer owner-occupied, is refinance or is sold during the first ten years, the homeowner is responsible for repaying the entire principal amount plus interest to the City. Since the maximum amount loaned in the first-time homebuyer program is the lesser of $25,000 or 5 percent of the purchase price, the required affordability period of 24 CFR 92.254(a)(4) is ensured. Interest is forgiven after ten years, but repayment of principal is still required. Recapture funds are re-invested by the City into the HELP first-time homebuyer program, housing development, or other HOME-eligible activities.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   None.

Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

   Written standards for providing ESG assistance is provided as an attachment in the “Unique

Appendices" section.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

   The San Diego Continuum of Care, known as the Regional Taskforce on the Homeless (RTFH), uses a coordinated assessment system as directed by HUD. The system uses an assessment tool that scores individuals based on their needs and vulnerability to ensure that regional programs give priority to chronically homeless individuals and families who are at-risk for remaining un-housed.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

   The City conducts an open and competitive Request for Proposal (RFP) process for making awards. RFPs are publically announced on the City website and through email to members of the City's mailing list.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

   The City does not have any homeless or formerly homeless people on its City Council, which is the final approval authority for the City. However, the City does consult with the Regional Continuum of Care which has formerly homeless individuals as members. Subcontractors who administer the shelters and the homeless prevention programs have formerly homeless individuals in their organizations who help shape policies and make decisions about services and programs that receive ESG funding.

5. Describe performance standards for evaluating ESG.

   See attachment in Unique Appendices.

Appendix - Alternate/Local Data Sources

1	**Data Source Name** Maplebrook
	List the name of the organization or individual who originated the data set. City of Maplebrook
	Provide a brief summary of the data set. The city conducted a neighborhood planning study of the community.
	What was the purpose for developing this data set? To determine existing community needs.
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Data is from entire neighborhood.
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 2013-2014 time period
	What is the status of the data set (complete, in progress, or planned)? The data set is complete.

Executive Summary

First Amendment: The City of Escondido is requesting to make a substantial amendment to the 2022 Annual Action Plan to add a new goal of public safety. The City needs to replace two fire trucks in low-mod service areas and would like to use unallocated funds from program years 2020, 2021, 2022 to pay for the deposit (not to exceed $700,000). All changes to this documents have been made in track changes and can be found on pages 3, 30 and 31.

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

As a recipient of federal funds from the U.S. Department of Housing and Urban Development (HUD), the City of Escondido is required to prepare and submit a Consolidated Plan every five years. The City's current Consolidated Plan was approved in 2020. It covers the five-year period from 2020 through 2024 and applies to the following three federal grant programs:

Community Development Block Grant (CDBG)

The primary objective of the CDBG program is the development of urban communities through the provision of improved living environments, expansion of economic opportunity, and providing suitable housing. Funds are intended to serve low- and moderate-income residents and areas.

HOME Investment Partnerships Program (HOME)

The HOME program increases the availability, quality, and access to affordable and decent housing for low-income residents.

Emergency Solutions Grant (ESG)

The purpose of the ESG program is to help individuals and families who are at-risk or experiencing homelessness through prevention, street outreach, emergency and rapid rehousing resources.

The Consolidated Plan is a document developed through a collaborative process where Escondido stakeholders identify community improvements, needs and priorities to address using federal grant funds and other available resources. To ensure maximum community participation, the City created a Citizen Participation Plan which outlines how the City solicits and incorporates the views of community members, organizations and other interested parties into the decision-making process. Through the use of surveys, community meetings and public hearings, the residents of Escondido have a multitude of opportunities to shape the priorities and strategies of the Consolidated Plan.

The Annual Action Plan for Fiscal Year (FY) 2022-23 (the third year of the Consolidated Planning period) includes activities the City will undertake to address its priority needs and objectives as outlined in the 2020-2024 Five Year Consolidated Plan. These activities will be undertaken with federal FY 2022-23 CDBG and HOME program funds. The FY 2022-23 was announced by HUD on May 13, 2022. The City received its official allocation letter from HUD on June 9, 2022 stating it would receive a total allocation of $2,254,596 ($1,548,067 in CDBG funds, $706,529 in HOME funds and $0 in ESG) which is a 9.7% decrease from the funding allocations received in FY 2021-22. Each program has its own unique guidelines and requirements.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City has extensive housing and community development needs and CDBG, HOME and ESG funds are not sufficient to address all the needs of the City. The City will use CDBG, HOME and ESG funds, in conjunction with other funding as it becomes available to meet the objectives of all programs. The priority needs and associated goals identified in the Consolidated Plan are shown below:

CDBG Priority: Homeless Services

Goal: Supporting homeless shelter and other services

CDBG Priority: Neighborhood revitalization

Goal: Improve the livability of neighborhoods

CDBG Priority: Basic Needs

Goal: Provide access to food, water, shelter and sanitation

CDBG Priority: Health and Human Development

Goal: Provide access to recreation, education and healthcare (including mental health)

CDBG Priority: Economic Development

Goal: Provide economic development opportunities to low-mod income residents and businesses

CDBG Priority: Public Safety

Goal: Increase safety and updating equipment serving in low- and-moderate income communities

HOME Priority: Creation and preservation of affordable rental housing

HOME Priority: Conservation and expansion of affordable homeownership opportunities

ESG Priority: Homelessness Prevention

Goal: To keep households at imminent risk of homelessness from becoming homeless

ESG Priority: Emergency Shelters

Goal: To temporarily house homeless residents

ESG Priority: Essential services to shelter residents

Goal: To provide basic needs and case management to homeless residents living in an emergency shelter

ESG Priority: Engagement of homeless individuals and families

DRAFT

Goal: To conduct outreach to unsheltered people

ESG priority: Rapid Rehousing

Goal: To provide permanent housing to homeless households

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

During the 2021-22 program year, the City utilized its CDBG, HOME and ESG funds for a variety of different housing and community development activities. Twenty-one activities were funded through CDBG, two programs through HOME, and one through ESG.

The following includes some of the accomplishments of the prior year, which helped determine the current goals and projects:

Housing: The City has not received or processed any formal homebuyer applications for FY 2021-22.

The City used $1,000,000 in HOME Funds to assist Habitat for Humanity in the construction of 10 new affordable housing for-sale units for low-income households. The property is located at 245 E. El Norte Parkway, Escondido, CA and construction began in May 2022. These units are expected to be finalized in April 30, 2024 and sold by December 2024.

Community/Neighborhood Development: During the prior Action Plan year, the City carried out many programs and projects that furthered the City's priority to revitalize neighborhoods. During this time period, the City held two Neighborhood Leadership Forum meetings, the first meetings since the onset of COVID in 2019. The City also conducted six neighborhood cleanups and three NEAT sweeps.

A dozen public service activities were completed during the prior Action Plan year in support of low- and moderate-income Escondido residents. Meals on Wheels and Mama's Kitchen provided in-home delivery to Escondido seniors and those home-bound due to critical illness. CDBG dollars were used to support the transportation of seniors to the Park Avenue Community Center where congregate meals were provided and resource navigation is made available. Special lock boxes were also installed using CDBG funds to allow emergency personnel quick access to disabled residents' homes without the need for damaging property during an emergency response.

Public Facility Improvements: During this current year, many capital improvement projects have progressed using CDBG funds. Community outreach was performed to solicit feedback regarding the Escondido Creek Trail Fencing along both sides of the Trail between N. Ash and N. Rose. A Request for Proposal (RFP) has been developed and is to be released and construction is expected to begin during

the 2022-2023 program year. An RFP has also been prepared to complete street light improvements in the Old Escondido Neighborhood that is also anticipated to begin construction in the upcoming year.

A public improvement was also completed this year at Urban Corps of San Diego County's facility at 2200 Micro Place. The CDBG funds used for this improvement will see 50 participants, called Corpsmembers, benefit as low-income disconnected and disadvantaged young adults by giving them a second chance for education and provides needed supports to gain employment. This program that promotes education and employment of local young people reaches their children, families, and their neighborhoods and broader communities.

New safety lights were installed throughout the Jesmond Dene Park parking lot with CDBG funds to promote safe and increased utilization of the park.

Homelessness:

The City funded Escondido Education COMPACT to provide homeless prevention services to families at-risk of experiencing homelessness in Escondido. The agency provided financial literacy classes, case management, and rental and utility assistance for 100 families. As of May 2022, the program served 48 households with rental assistance and case management for homelessness prevention. COMPACT provided financial literacy and budgeting workshops to low-income households identified as at-risk of experiencing homelessness at the affordable housing complexes. Most of the program referrals were from the Escondido Union School District or word of mouth from other participants.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City of Escondido follows the Citizen Participation Plan included as part of the 2020-2024 Consolidated Plan. In response to the COVID-19 pandemic, the City amended its Participation Plan in May 2020 in order to promote and support social distancing while continuing to offer the public an opportunity to provide valuable insight and input on federal funds.

The City published a notification in the Escondido Times- Advocate on May 12, 2022 informing the public of the upcoming City's Public Hearing on June 15, 2022 and eliciting feedback on the Annual Action Plan from May 12 – June 10, 2022.

The draft Action Plan was posted on the City's website, which included an electronic comment box, and paper copies were made available at Escondido City Hall at 201 N. Broadway, Escondido, CA 92025 and the Escondido Public Library at 239 S. Kalmia Street, Escondido, CA 92025. The City received nine public comments in support of the COMPACT's Success Center, COMPACT's ESG-funded homelessness prevention services, and senior services. City staff incorporated the feedback into the staff report and presentation to the City Council on June 15, 2022.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

During the public comment period, 9 public comments were submitted in support of Escondido Education COMPACT's proposed Success Center, homelessness prevention services through COMPACT, and senior services.

6. Summary of comments or views not accepted and the reasons for not accepting them

None

7. Summary

DRAFT

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	Escondido	
CDBG Administrator	Escondido	Housing and Neighborhood Services Division
HOPWA Administrator		
HOME Administrator	Escondido	Housing and Neighborhood Services Division
ESG Administrator		Housing and Neighborhood Services Division
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The City of Escondido's Housing and Neighborhood Services Division is responsible for administering the CDBG and HOME programs. Division staff is also responsible for preparing the Annual Action Plan, Consolidated Plan, data and financial reports. Many programs and services operate for one year, but some capital improvement projects can take multiple years to complete due to complexity, cost and staff time.

Consolidated Plan Public Contact Information

For questions regarding the City of Escondido's CDBG, HOME or ESG programs please contact Holly Nelson, Housing and Neighborhood Services Program Manager, at (760) 839-4518 or HNelson@escondido.org; or Jonathan Lung at JLung@escondido.org or (760) 839-4579 or JLung@escondido.org. Program staff is located at Escondido City Hall at 201 North Broadway, Escondido, CA 92025.

DRAFT

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

As part of the Consolidated Plan and Action Plan development process, the City encourages maximum citizen participation. The City of Escondido staff presented at six community meetings during March and June 2022 to discuss the CBDG, ESG and HOME programs. City staff encouraged community feedback on the Annual Action Plan. Four of the six meetings were in held in-person and two virtually. Staff was able to provide outreach to nearly 225 individuals who were comprised of service providers, educators, residents, and business owners in Escondido.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Escondido is committed to fostering relationships with local community groups to address homelessness, senior and youth services, mental and physical health, and basic needs. The City maintains an updated agency list of all interested groups in development of this Action Plan.

Community Meetings

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Regional Task Force on Homelessness (RTFH) is the lead agency and administrative entity for the Continuum of Care for the San Diego County. RTFH operates the Homeless Management Information System (HMIS) that captures data on individuals and households who are at-risk or experiencing homelessness in San Diego County as well as provides system-level regarding information on homeless services utilization, performance, and outcomes. City of Escondido staff regularly consults and coordinates with RTFH for data, best practices, local, state and federal funding opportunities, technical assistance, and system improvement.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Escondido collaborates with RTFH to determine current needs and priorities for assisting the County's homeless population, best practice standards related to homeless prevention, outreach, emergency shelter, rapid rehousing, HMIS, permanent housing and spending ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

DRAFT

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	COUNTY OF SAN DIEGO
	Agency/Group/Organization Type	Housing Agency - Emergency Management Other government - County Fire Department
	What section of the Plan was addressed by Consultation?	Hazard Mitigation
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The County of San Diego Emergency Services Department, in conjunction with the City of Escondido Fire Department, developed a countywide disaster plan. The plan includes the top potential hazards in each area of the county. The City consults this plan when determining how to allocate capital funds, including ensuring that impacts to lower income households are lessened.
2	**Agency/Group/Organization**	Escondido School District
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Broadband Services
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	At the beginning of the pandemic, government, grant and private funding was made available to the school districts in Escondido to ensure that broadband was widely available to Escondido students participating in remote learning. Additional participation by the City was not needed as broadband provision was a focus of efforts. Continued focus, possibly including the City, will be on increasing broadband availability in the city in the upcoming years, based on information that was gained during the pandemic.

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Identify any Agency Types not consulted and provide rationale for not consulting

As part of the development process for the Annual Action Plan and Consolidated Plan, the City encourages maximum citizen and stakeholder participation from all areas and organizations. The City used a variety of outreach methods and no agency or groups were excluded during the process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	RTFG	The City is funding temporary emergency shelter and releasing an RFP to build permanent housing at 30% AMI using CDBG and HOME dollars.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

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AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	A notice was published in the Escondido Times-Advocate newspaper announcing the January 26, 2022 public hearing.	None received	None	
2	Public Meeting	Non-targeted/broad community	The City Council hearing to reaffirm local priorities was held virtually on January 26, 2022.	None received	None	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Newspaper Ad	Non-targeted/broad community	A newspaper notice was posted on May 12, 2022 to advertise the public hearing on June 15, 2022. The notice encouraged community input on the draft plan and said it would be available for next 30-days for review (5/12/22-6/10/22).	Nine total comments received in support of a local public improvement, homeless services, and senior center services.	None	
4	Public Meeting	Non-targeted/broad community	A Public Hearing was held on June 15, 2022 to recommend approval of funding recommendations.	Various community members and recommended CDBG subrecipients provided public comment in support of the Annual Action Plan and responded to City Council questions.	None	

Table 4 – Citizen Participation Outreach

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Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Escondido is a HOME participating jurisdiction and a CDBG entitlement jurisdiction. $1,548,067 in CDBG funds and $706,529 in HOME funds were allocated for a total of $2,254,596 in HUD grant funds during the fiscal year. Accordingly, the City anticipates receiving an additional approximately $3,433,000 in CDBG funds, $1,250,000 in HOME funds, and $300,000 in ESG funds over the next two years. Escondido does not receive funding under the Housing Opportunities for Persons with AIDS (HOPWA) program. Program income received from the repayment of CDBG-owned rental property will be reassigned for permitted activities. Any additional Program Income funds also will be reprogrammed into allowable programs or projects, as identified during the Action Plan process.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,548,067	0	0	1,548,067	3,096,134	Funding based on anticipated HUD allocation.

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Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	706,529	0	0	706,529	1,413,058	Funding based on anticipated HUD allocation.
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	0	0	0	0	0	

Table 51 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

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If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City will be evaluating its publicly-owned land and property for the homeless day center and future affordable housing opportunities.

Discussion

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Create and preserve affordable rental housing	2020	2024	Affordable Housing	City of Escondido	Creation/preservation of affordable rental housing Homelessness prevention	HOME: $585,876	Rental units constructed: 40 Household Housing Unit
2	Affordable ownership opportunities	2020	2024	Affordable Housing	City of Escondido	Conservation/expansion afford homeowner opport	HOME: $50,000	Direct Financial Assistance to Homebuyers: 2 Households Assisted
3	Support homeless shelter and other services	2020	2024	Homeless	City of Escondido	Homelessness services Emergency Shelter Essential services to shelter residents Engagement of homeless individuals and families	CDBG: $70,000	Homeless Person Overnight Shelter: 320 Persons Assisted

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Prov access to food, water, shelter and sanitation	2020	2024	Homeless	City of Escondido	Basic needs	CDBG: $122,610	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 2500 Households Assisted Public service activities for Low/Moderate Income Housing Benefit: 963 Households Assisted
5	Access to rec, ed and healthcare (inc mentl hlth)	2020	2024	Non-Housing Community Development	City of Escondido	Health and human development	CDBG: $416,543	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 700 Households Assisted Public service activities for Low/Moderate Income Housing Benefit: 240 Households Assisted
6	Improve the livability of neighborhoods	2020	2024	Non-Housing Community Development	City of Escondido	Neighborhood Revitalization	CDBG: $415,345	Public service activities for Low/Moderate Income Housing Benefit: 150 Households Assisted Housing Code Enforcement/Foreclosed Property Care: 100 Household Housing Unit Other: 100 Other
7	Keep HH at risk from becoming homeless	2020	2024	Non-Homeless Special Needs	City of Escondido	Homelessness prevention		

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
8	Temporarily house homeless residents	2020	2024	Homeless	City of Escondido	Emergency Shelter		
9	Basic needs and case mgt to residents in shelter	2020	2024	Homeless	City of Escondido	Essential services to shelter residents		
10	Engage/assess homeless indiv/families on street	2020	2024	Homeless	City of Escondido	Engagement of homeless individuals and families	CDBG: $213,956	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 250 Persons Assisted
11	Provide perm hsg to homeless households	2020	2024	Homeless	City of Escondido	Basic needs		

Table 62 – Goals Summary

Goal Descriptions

1	**Goal Name**	Create and preserve affordable rental housing
	Goal Description	Assist in the production of new, affordable rental housing through construction and acquisition/rehabilitation of existing rental units. Units would be extremely-low households.

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2	**Goal Name**	Affordable ownership opportunities
	Goal Description	The City will provide direct assistance to first-time, low-income homebuyers for down payment or closing cost assistance. The City also will assist in the production of affordable homeownership housing for lower income homebuyers.
3	**Goal Name**	Support homeless shelter and other services
	Goal Description	Provide shelter beds for individuals and households experiencing homelessness.
4	**Goal Name**	Prov access to food, water, shelter and sanitation
	Goal Description	Support basic needs, such as food, water, shelter, sanitation for homeless and low- and moderate-income persons.
5	**Goal Name**	Access to rec, ed and healthcare (inc mentl hlth)
	Goal Description	Support educational, recreational and mental health for all members of the community, including youth, families and seniors.
6	**Goal Name**	Improve the livability of neighborhoods
	Goal Description	Work with neighborhood leaders to build community, reduce slum and blight and beautify low and moderate income neighborhoods.
7	**Goal Name**	Keep HH at risk from becoming homeless
	Goal Description	This need is being addressed by the City's ESG-CV dollars.
8	**Goal Name**	Temporarily house homeless residents
	Goal Description	This need is being addressed using the City's ESG-CV dollars.

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9	**Goal Name**	Basic needs and case mgt to residents in shelter
	Goal Description	This need is being addressed using the City's ESG-CV dollars.
10	**Goal Name**	Engage/assess homeless indiv/families on street
	Goal Description	The City has alllocated an additional $213,956 for the purchase/conversion of a homeless navigation/day center. This program will engage, assess and connect individuals and households living on the streets with temporary and permanent housing resources. The City will continue to engage and serve this population through the use of its ESG-CV dollars.
11	**Goal Name**	Provide perm hsg to homeless households
	Goal Description	This need is being addressed by the City's ESG-CV dollars.

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Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Escondido Housing and Neighborhood Services Division will serve as the lead agency in the administration of all CDBG and HOME projects proposed in this plan. The City will contract with local nonprofit agencies and organizations to administer fair housing activities and some public services, in addition to administering most programs and projects directly. Any contract agencies (subrecipients) will be responsible for program implementation and all performance will be monitored by the City of Escondido.

Projects

#	Project Name
1	CDBG Admin
2	Public Services
3	Fair Housing
4	Capital Improvements
5	Neighborhood Revitalization
6	HOME Administration
7	Homebuyer Entry Loan Program
8	Housing Development

Table 73 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities for CDBG and HOME funds were made based on the Housing Needs Assessment, Market Analysis, and the Community Needs Assessment process of the 2020-2024 Consolidated Plan.

The First Time Homebuyer Program remains very popular in the community. Housing and Neighborhood staff receives multiple phone calls a week regarding the program. Although the public interest is there, the City has faced challenges, which have led to a decline in loan applications and the overall number of issuance of loans as we had previously anticipated. Some of the program's major challenges continue to be an overall lack of housing inventory. General market forces and strict federal regulations on income levels and maximum purchase price limits continue to hinder the opportunity for potential low-income homebuyers to qualify for our program. Prices for a single-family home have increased significantly over the past years, exceeding HUD's annual maximum value limit of $589,000. Households may qualify based on income, but due to the high housing market, an average three-bedroom house in Escondido

lists for over $500,000. Other contributing factors include the City's stringent front and back end ratios (elevated housing costs to income ratios). The City's First Time Homebuyer Program provides down payment and/or closing cost assistance to households earning up to 80% Area Median Income (AMI). The program provides a deferred payment loan for the lessor of 5% of the purchase price, up to $25,000.

The City recognizes this program is important for low-to-moderate income households who are trying to pursue homeownership; however, a comprehensive evaluation of the program needs to be conducted to understand how the City can improve the existing homebuyer program following responsible underwriting and lending standards, ensuring low-income homebuyers are able to afford and sustain homeownership long term.

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AP-38 Project Summary

Project Summary Information

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1	**Project Name**	CDBG Admin
	Target Area	Neighborhood Groups CDBG Eligible Areas City of Escondido
	Goals Supported	Support homeless shelter and other services Prov access to food, water, shelter and sanitation Access to rec, ed and healthcare (inc mentl hlth) Improve the livability of neighborhoods Keep HH at risk from becoming homeless Temporarily house homeless residents Basic needs and case mgt to residents in shelter Engage/assess homeless indiv/families on street Provide perm hsg to homeless households
	Needs Addressed	Creation/preservation of affordable rental housing Homelessness services Basic needs Health and human development Neighborhood Revitalization Homelessness prevention Emergency Shelter Essential services to shelter residents Engagement of homeless individuals and families Rapid rehousing for homeless individuals/families
	Funding	CDBG: $274,613
	Description	General administration of the CDBG program. Includes staff costs for compliance, reporting, financial management and program monitoring.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	Citywide
	Planned Activities	Staff time, administration, compliance, reporting, financial management and monitoring.
2	**Project Name**	Public Services
	Target Area	City of Escondido

	Goals Supported	Support homeless shelter and other services Prov access to food, water, shelter and sanitation Access to rec, ed and healthcare (inc mentl hlth) Temporarily house homeless residents Basic needs and case mgt to residents in shelter
	Needs Addressed	Homelessness services Basic needs Health and human development Emergency Shelter Essential services to shelter residents
	Funding	CDBG: $231,553
	Description	Public services benefitting low-mod community members, provided by the City or local non-profit agencies and organizations.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 1600 low- and moderate-income, disabled, housing-insecure, and various other vulnerable Escondido residents will benefit from the CDBG-funded public service activities.
	Location Description	Citywide

	Planned Activities	• Senior Nutrition ($56,110)Provides seniors with nutritionally balanced meals that are designed to sustain and improve health and reduce isolation by promoting socialization. • Senior Care ($16,000)Improves the quality of life for income seniors living in Escondido by improving accessibility to referral services, decreasing isolation, and assisting them to age in place with confidence and vitality. • Senior Transportation ($34,610)Reduces isolation of seniors and assisting with overall health and welfare by providing transportation to the Escondido Senior Center for the Senior Nutrition program. • Meal on Wheels In-Home Meal Delivery ($25,000)Delivers up to two nutritious meals a day to the home, accompanied by a daily safety check, in-home social visit, and care navigation for Escondido seniors. • Mama's Kitchen Home Delivered Meal Service ($7,500)Provides medically tailored meals to low- and moderate-income Escondido residents facing critical illness such as cancer, type 2 diabetes, congestive heart failure, and chronic kidney disease. • Palomar Family Counseling Services Healthy Minds, Thriving Youth ($22,333)Provides mental health therapy to high school-aged youth of low- and moderate-income families to reduce the negative effects that disproportionately affect low-income youth. • Center for Community Solutions Domestic Violence Shelter ($25,000)Provides emergency domestic violence shelter at Hidden Valley House to prevent homelessness, provide shelter, meet basic needs, and connect domestic violence victims to mental health services. • Alliance for Regional Solutions Bridge to Housing Shelter Network ($45,000). Provides shelter and emergency supportive services to Escondido community members experiencing homelessness to increase their ability to obtain and maintain stable housing.
3	**Project Name**	Fair Housing
	Target Area	City of Escondido
	Goals Supported	Keep HH at risk from becoming homeless

	Needs Addressed	Creation/preservation of affordable rental housing Homelessness prevention
	Funding	CDBG: $35,000
	Description	Activities to affirmatively further fair housing. Provides education and mediation services to Escondido tenants and landlords, ensuring equal opportunities in housing, increasing awareness of housing laws, and providing random fair housing testing.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	75 Escondido residents
	Location Description	Citywide
	Planned Activities	Contract with provider for fair housing services, including landlord/tenant mediation, community trainings and testing.
4	**Project Name**	Capital Improvements
	Target Area	City of Escondido
	Goals Supported	Support homeless shelter and other services Prov access to food, water, shelter and sanitation Access to rec, ed and healthcare (inc mentl hlth) Basic needs and case mgt to residents in shelter
	Needs Addressed	Health and human development Homelessness prevention
	Funding	CDBG: $591,556
	Description	Public facilities improvements.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Various public facility improvements throughout the city will provide access to recreation, homelessness services, and improved infrastructures for all Escondido resident.
	Location Description	Citywide

	Planned Activities	• Boys and Girls Club Playground Replacement ($75,000)Replace 20-year old playground located at the Boys & Girls Club on Woodward Ave. • Escondido Education COMPACT Success Center ($284,600)Develop a one-stop facility for youth and families to receive supports that include employability classes, mental health services, education resources, case management, drug abuse classes, parenting workshops, and homeless services. • Water Bottle Filling Station installation at City Parks ($18,000)Install water bottle filling stations at Grove, Westside, and El Norte Parks. • Homeless Day Center Site Purchase/Conversion ($213,956 increase).Develop a homeless navigation/day center where individuals and families experiencing homelessness can drop-in, access basic services, meet with case manager and get bridged to critical resources like housing, physical, mental and substance use treatment, and other resources.
5	**Project Name**	Neighborhood Revitalization
	Target Area	City of Escondido
	Goals Supported	Improve the livability of neighborhoods
	Needs Addressed	Neighborhood Revitalization
	Funding	CDBG: $415,345
	Description	Improve the livability of neighborhoods through education, outreach, and the beautification/enhancement of neighborhoods.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	Neighborhood revitalization activities focused in CDBG-eligible areas of the city will provide improved livability of residents in Neighborhood Groups and overall city beautification.
	Location Description	Citywide

	Planned Activities	• CDBG-funded Code Enforcement ($115,000)Provide response to municipal code violations in an effort to prevent and eliminate slum and blight. • Grants to Blocks ($75,000)Funds small neighborhood revitalization projects and right-of-way enhancements associated with street improvement projects and CDBG-funded Code Enforcement activities. • Graffiti Removal ($200,345)Eliminate instances of graffiti throughout the city to prevent and eliminate slum and blight. • Project NEAT ($25,000).Cooperation between City staff and Neighborhood Group residents to identify and resolve potential code compliance issues, primarily in regard to yard maintenance and other appearance-related issues before they become Code Enforcement violations.
6	**Project Name**	• Public Safety
	Target Area	• Service Areas with more than 51% low-mod residents in the Ciyt of Escondido
	Goals Support	• Improve public safety
	Needs Addressed	• Public Facilities • Fire Stations/Equipment
	Funding	• CDBG: 25% up to $700,000
	Description	• Acquistion, construction or rehabilitation of fire stations and/or the purchase of fire trucks and emergency rescue equipment.
	Target Date	• 6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	• The purchase of the fire trucks will benefit all resident living in the service area. Additional numbers will be calculated to determine community benefit.
	Location Description	• Two fire stations with high service calls and more than 51% low-mod residents
	Planned Activity	• Pay the deposit for two new fire trucks
~~7~~6	**Project Name**	HOME Administration
	Target Area	City of Escondido

	Goals Supported	Create and preserve affordable rental housing Affordable ownership opportunities
	Needs Addressed	Creation/preservation of affordable rental housing Conservation/expansion afford homeowner opport
	Funding	HOME: $60,055
	Description	HOME administration costs.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
	Planned Activities	Administrative support of HOME program funds.
87	**Project Name**	Homebuyer Entry Loan Program
	Target Area	City of Escondido
	Goals Supported	Affordable ownership opportunities
	Needs Addressed	Conservation/expansion afford homeowner opport
	Funding	HOME: $50,000
	Description	Provide low-interest loans which can be used toward the down payment or closing costs for first time homebuyers.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Two households
	Location Description	Citywide
	Planned Activities	Provide down payment or closing cost assistance to low-income first time homebuyers.
98	**Project Name**	Housing Development
	Target Area	City of Escondido
	Goals Supported	Create and preserve affordable rental housing

	Needs Addressed	Creation/preservation of affordable rental housing Conservation/expansion afford homeowner opport
	Funding	HOME: $596,474
	Description	Provide affordable rental and owner housing development through new construction or acquisition/rehabilitation. The City has allocated 15% or $105,979 in funds for CHDO set-aside units.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Forty
	Location Description	Citywide
	Planned Activities	New rental or owner housing. Acquisition/rehabilitation of rental or owner housing.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

HOME: The City of Escondido does not distribute HOME allocations for housing programs and projects geographically. Available allocations are spent citywide. There are areas of focus, including areas in the older, central core of the City, although no specific target areas have been established.

CDBG: The City of Escondido currently has 18 priority Neighborhood Groups, 17 of which are located in low-to-moderate income census tracts. They are generally older areas and are either in or around the central core of the City.

Geographic Distribution

Target Area	Percentage of Funds
Neighborhood Groups	
CDBG Eligible Areas	
City of Escondido	100

Table 84 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

CDBG funds are prioritized by funding public services that are limited to low- and moderate-income individuals and families and capital improvement projects. Additional capital improvement and neighborhood revitalization efforts are funded with CDBG dollars are prioritized in low- and moderate-income areas where infrastructure tends to need repair.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

In addition to federal funding, the City will continue to seek additional funding sources in order to support as many Escondido households as possible.

One Year Goals for the Number of Households to be Supported	
Homeless	320
Non-Homeless	500
Special-Needs	0
Total	820

Table 96 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	40
Rehab of Existing Units	0
Acquisition of Existing Units	2
Total	42

Table 107 - One Year Goals for Affordable Housing by Support Type

Discussion

The City will leverage additional funding when possible, including State funds, tax credits, and grants in order to assist as many additional households as possible.

AP-60 Public Housing – 91.220(h)

Introduction

There are no public housing units located in the City of Escondido, and the City is not a considered a Public Housing Authority. The County of San Diego is the Housing Authority (HACSD) that administers the rental assistance program, Housing Choice Voucher Program which is also commonly referred to as Section 8, for Escondido residents.

The City of Escondido has 3,171 people on the County's waiting list for the Housing Choice Voucher Program. The majority of applicants are large families with five or more people, individuals with a disabling condition, and small families. The County currently serves 981 households in the City with a voucher. When looking at the program recipients, 848 households are considered extremely low-income (0-30% AMI), 104 households are very low income (31-50% AMI), 28 households are moderate income (51-80%), and 1 household is above moderate income.

Actions planned during the next year to address the needs to public housing

The City of Escondido's public housing needs are addressed by the HACSD. The City supports the HACSD in their efforts to address the needs of low-income households in Escondido. City staff have met with HACSD to discuss Housing Choice Vouchers and the distribution of the Emergency Housing Voucher (EHV) for households experiencing homelessness.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Although the City of Escondido is not a Public Housing Authority, the HACSD represents residents of Escondido. The HACSD has established a public housing resident advisory board for county public housing developments and the Housing Choice Voucher Program participants. The board meets regularly to discuss program issues and recommendations, and has been meeting virtually during the COVID-19 pandemic.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable.

Discussion

Housing subsidies and ongoing rental assistance programs like Housing Choice Vouchers are very important to provide housing stability and wellness for extremely low and low-income households. The need is high and waitlists are long, and as a result, many applicants are unable to access this important

resource.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Addressing homelessness is one the City's top priorities.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City currently contracts with Interfaith Community Services for three full-time homeless outreach workers using ESG-CV funds. The team meets people where they are at – literally and figuratively – and works on building a trusting relationship to help connect them to both emergency and permanent housing resources. The City also collaborates with the County of San Diego's North County Outreach Workers. City staff facilitates weekly and biweekly ride-a-longs with the providers to engage individuals living in homeless encampments and bridge them to local resources.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City awarded the Alliance for Regional Solutions $45,000 in CDBG dollars to support its local 49-bed homeless shelter in Escondido and $25,000 to Center for Community Solutions for their domestic shelter. Data shows between 22-57% of all women experiencing homelessness report that domestic violence was the immediate cause of their homelessness.

The City will be investing $213,956 to purchase or convert a building in Escondido for a homeless day/response center. This center will be used as a hub to help individuals experiencing homelessness get connected to emergency and permanent housing resources and service providers.

The City is currently using ESG-CV funds from FY 2019-20 to address the emergency shelter needs of individuals and households at-risk or experiencing homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were

recently homeless from becoming homeless again

The City is currently using ESG-CV funds from FY 20199-20 to fund a rapid rehousing program.

Escondido Education COMPACT was the FY2021-22 subrecipient of ESG funds to provide homelessness prevention services focusing on families with children aged 10-18 in the Latinx community. The case manager will work to provide prevention services (including, but not limited to credit repair, mediation, housing navigation and financial assistance) to create an individualized housing stability plan. Work referrals to workforce development worked to enhance a person's ability to obtain and keep a job so that they are able to make an adequate income to be self-sufficient.

In addition, the City works diligently to expand and conserve its affordable housing inventory, especially affordable rental housing that benefits the extremely low-income and low-income households who are experiencing or at-risk of becoming homeless.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City facilitates a quarterly service provider meeting with program managers and providers from various health care facilities, mental health facilities and youth services to discuss gaps and opportunities in housing, health, social services, employment, education and youth needs. The City has funded various homelessness prevention through the use of ESG, ESG-CV and CDBG-CV dollars. Since the City is not a recipient of ESG funds for FY 2022-2023, we will be looking creatively to other funding streams to fill this gap.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Both market and governmental factors can pose constraints to the provision of adequate and affordable housing. Two of the greatest barriers to affordable housing continue to be cost and supply. As demonstrated in the 2020-2024 Consolidated Plan, there is a great need for affordable housing in Escondido. The City of Escondido will continue to remove any barriers to affordable housing possible by implementing a Housing Element in conformance with State law, and by reducing development and cost constraints to developing housing when possible**.** The City will continue to use available funding to mitigate

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Escondido does experience barriers to affordable housing as identified in the 2020-2024 Consolidated Plan, including governmental constraints, market conditions, lack of funding sources, and land and construction costs. Many of the barriers are not controlled by the City, such as land and construction costs and state/federal constraints.

The City of Escondido is currently in the process of updating its Housing Element. The City will follow up on any governmental constraints to housing development that are identified in the Housing Element, including appropriate amendments to the Zoning Code. In the meantime, the City continues to monitor zoning and development regulations, environmental requirements, and development processes, and will implement the streamlined permit process required by State law.

The City also is in the process of developing a Sector Feasibility Study and an East Valley Specific Plan, both of which will help to comprehensively assess and address housing development at all levels in Escondido.

The City will also continue to use available funding, including its HOME allocation, to provide assistance to first time homebuyers and provide additional affordable housing help to mitigate some barriers to affordable housing. The City continues to work with developers to assist them to provide as much affordable housing as possible.

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

This section discusses the City's underserved needs and institutional structure for delivering housing and community development activities, as identified in the 2020-2024 Consolidated Plan.

Actions planned to address obstacles to meeting underserved needs

The City hopes to meet the goal of increasing new/rehabilitated affordable rental units and assisting with homeownership. One barrier in implementing this goal is low participation in the first-time homebuyer program. As referenced earlier, the City will conduct a comprehensive evaluation of the program to determine the barriers to participation.

The City is currently in the process of developing a Housing Element, a Sector Feasibility Study and an East Valley Specific Plan, all of which will comprehensively assess and address housing development in Escondido.

The City will put out an RFP to increase housing inventory for households at 30% AMI.

The City will coordinate with private developers to leverage financing to provide as many affordable housing opportunities as possible.

Actions planned to foster and maintain affordable housing

When the affordability period of an existing affordable housing project is nearing the end, the City works with the owners of the project to try to extend the regulatory agreements and the affordability period, to maintain the City's affordable housing stock. The City has several options available to assist in preserving affordability, including refinancing an existing mortgage, providing incentives to the owner, and assisting in obtaining additional financing such as tax credits. The City also will encourage owners of existing projects with project-based vouchers, where loan terms are expiring, to convert to tenant-based voucher assistance.

Actions planned to reduce lead-based paint hazards

HUD requires all CDBG and HOME funded activities to comply with HUD's lead-based paint regulations. The City of Escondido is committed to addressing lead-based paint hazards. Federal law requires lead-based paint disclosure and education prior to leasing, renting, selling or purchasing most pre-1978 housing. The City will follow disclosure and warning requirements about lead-based paint, including incorporation of the "Protect Your Family from Lead in your Home" pamphlet in all applicable housing programs. The City will conduct required lead-based paint related activities for all HOME funded activities under title X regulations, such as notification, paint testing, risk assessment, hazard

reduction or abatement, and clearance. All abatement activities will be performed by a certified professional. The City will also send staff to EPA-compliance lead based paint hazard training, when possible.

Actions planned to reduce the number of poverty-level families

The City will implement its 5-year Strategic Plan, including a strategy to reduce the number of poverty-level families. The anti-poverty strategy includes economic development programs to increase business opportunities, business retention, employment marketability, job training, and connection to jobs and opportunities. The strategy also includes an increase of affordable housing opportunities, rapid re-housing, and homelessness prevention programs. Activities will be focused in the urban core, but also in the remainder of CDBG-eligible areas in the City. Efforts will be coordinated with other agencies and non-profit organizations as much as possible.

Actions planned to develop institutional structure

The City's Housing and Neighborhood Services Division will ensure compliance with HUD entitlement grants. It will develop and implement ways to increase operational efficiencies of HUD programs through enhanced coordination, technical assistance and effective oversight. The Housing and Neighborhood Services Division will continue to work on a consistent basis with other departments within the City, other government agencies, non-profit groups, and private industry, in addition to the Regional Taskforce on Homelessness (CoC), to coordinate provision of improvements, housing and services to the City’s residents, while administering the CDBG and HOME programs.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to update its list of interested non-profits, affordable housing advocates, CHDOs, public agencies and community and neighborhood groups in order to facilitate the best coordination of services. During the Consolidated Plan period the City will continue to reach out to stakeholders to update progress and any new or changing needs. The City coordinates with many regional groups, including SANDAG, the Regional Task Force on Homelessness (RTFH), and the San Diego Regional Alliance for Fair Housing (SDRAFFH). The City will continue to be involved with various community groups involved with all aspects of community development, services and housing, and will assist them in the provision of affordable housing and services to help achieve the goals of the Consolidated Plan.

The Housing and Neighborhood Services Division will work closely with the City’s Economic Development Division to coordinate economic development goals with private industry, social service agencies, and businesses.

The Division also will continue to be involved with various community and neighborhood groups to

coordinate provision of community facilities and services.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   None.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   The City does not currently have any projects with recapture restrictions. The City would impose recapture requirements that comply with HOME Final Rule, 24 CFR 92.254. If a property that is assisted with HOME funds is no longer owner-occupied, is refinanced or is sold, the HOME loan becomes due. Recapture provisions limit the amount to be recaptured to the net proceeds of the sale (sales price minus loan repayment – other than HOME funds – and closing costs). This applies to all units regardless of nature of sale. Recapture funds are re-invested by the City into HOME-eligible activities.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   The City of Escondido imposes recapture requirements that comply with the HOME Final Rule, 24 CFR 92.254. If a property that is assisted with HOME funds is no longer owner-occupied, is refinanced or is sold during the first ten years, the homeowner is responsible for repaying the entire principal amount plus interest to the City. Since the maximum amount loaned in the first-time homebuyer program is the lesser of $25,000 or 5 percent of the purchase price, the required affordability period of 24 CFR 92.254(a)(4) is ensured. Interest is forgiven after ten years, but repayment of principal is still required. Recapture funds are re-invested by the City into the HELP first-time homebuyer program, housing development, or other HOME-eligible activities.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   None.

Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

3. Identify the process for making sub-awards and describe how the ESG allocation available to

private nonprofit organizations (including community and faith-based organizations).

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

5. Describe performance standards for evaluating ESG.

Attachments

Citizen Participation Comments

Holly Nelson

From: Holly Nelson
Sent: Wednesday, May 18, 2022 5:17 PM
To: 'tim conley'
Subject: RE: [EXT] Re: [Website Feedback]: read my comment out loud

Appreciate your feedback, Tim! I will make sure your comments are reflected in my report and shared with the City Council on June 15.

Warmly,
Holly

Holly Nelson, LCSW
Housing & Neighborhood Services Manager
Community Development | City of Escondido
Direct: 760-839-4518
www.escondido.org

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From: tim conley <conleytim28tim35908@gmail.com>
Sent: Wednesday, May 18, 2022 5:14 PM
To: Holly Nelson <hnelson@escondido.org>
Subject: [EXT] Re: [Website Feedback]: read my comment out loud

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender email address AND know the content is safe.

MS Nelson,
Thank you for following up on my suggestion for use of the CDBG funding.
The PACC also needs CDBG funding for the senior meals program, the legal and tax assistance program and many art and recreation activities.
Tim Conley 7603153003

On Wed, May 18, 2022, 4:05 PM Holly Nelson <hnelson@escondido.org> wrote:

Hi Tim,

Thank you for your feedback. Is there anything in particular you would like to see funded at the PACC? I know it wasn't listed in this report, but we do an open project right now at the Senior Center for $200,000 to improve the courtyard.

Warmly,

1

Holly

Holly Nelson, LCSW

Housing & Neighborhood Services Manager

Community Development | City of Escondido

Direct: 760-839-4518

www.escondido.org

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From: noreply@escondido.org <noreply@escondido.org>
Sent: Wednesday, May 18, 2022 2:02 PM
To: Holly Nelson <hnelson@escondido.org>
Subject: [Website Feedback]: read my comment out loud

Tim Conley
conleytim28tim35908@gmail.com

I request having CDBG funds for PACC (Park Avenue Community Center) senior services.

HTTP_USER_AGENT: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/101.0.4951.67 Safari/537.36
REMOTE_HOST: 216.231.241.12
REMOTE_ADDR: 216.231.241.12
LOCAL_ADDR: 10.255.2.56

2

Holly Nelson

From: johnnie landreth <jlandreth74@gmail.com>
Sent: Monday, June 6, 2022 9:02 PM
To: Jonathan C. Lung
Cc: Holly Nelson
Subject: [EXT] Homeless Prevention Services

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To Whom It May Concern:

My name is Johnnie Landreth I am the Chair of the Board of Director's for Escondido Education COMPACT as well as a retired Administrator for a middle school within the EUSD. I also identify as a strong supporter of Escondido's Youth how could I not when I have dedicated my life to this work. Which is why I am so proud of the decision of this Council to invest in Homeless Prevention Services, through COMPACT. When the news first came to us through our families that there were youth and entire families with children who were experiencing homeless and still trying to get their children to school, our heart sank and we were proud to be one of the first service providers in Escondido to target this population but it has not been enough in the face of so much need, especially now in the aftermath of a global pandemic. So I am here to say that I support the decision by our Council members to award ESG funds to COMPACT for the continuation of such needed services.

Sincerely,

Johnnie Landreth

1

Holly Nelson

From:	johnnie landreth <jlandreth74@gmail.com>
Sent:	Monday, June 6, 2022 9:05 PM
To:	Jonathan C. Lung
Cc:	Holly Nelson
Subject:	[EXT] Escondido Success Center

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To Whom It May Concern:

My name is Johnnie Landreth I am the Chair of the Board of Director's for COMPACT as well as a retired Administrator for a middle school within the EUSD. I also identify as a strong supporter of Escondido's Youth how could I not when I have dedicated my life to this work. Which is why I am so proud of the decision of this Council to invest in the heart of our community which is our youth, and more specifically to award an agency that has moved forward through partnerships and collaborations and help them further the work began over 30 years ago. I am excited to see, what was for some of us a long awaited dream of having a hub of services that could meet the various needs of our families in a single facility I stand behind this decision and I am excited to see how this will transform Escondido.

Sincerely,

Johnnie Landreth

Holly Nelson

From: Mirjana Rodriguez
Sent: Tuesday, June 7, 2022 11:51 AM
To: Holly Nelson; Jonathan C. Lung
Subject: The recommendation to award ESG funds to Escondido Education COMPACT for Homeless Prevention Services.

To Whom It May Concern:

My name is Rich Watkins, I am the Director of Interventions for the Escondido Union High School District. I also identify as a strong supporter of Escondido's Youth. The School District has long acknowledged the nation-wide cry for more Homeless Prevention Services to combat Chronic Homeless Patterns and prevent further incidents of homeless. The Escondido High School District has historically been a not only a moral but financial investor in the promotion of these services and looks forward to finding ways to continue to support this important service provision. Thank you, City Council Members, we stand with your decision to continue to fund these services through COMPACT and believe that together these efforts will make a difference.

Sent on behalf of :
Rich Watkins (rwatkins@euhsd.org)
Director of Interventions
Escondido Union High School District

From: Richard Watkins <rwatkins@euhsd.org>
Sent: Tuesday, June 7, 2022 11:13:45 AM
To: Patricia Huerta
Subject: [EXT] Re: How to support COMPACT at the upcoming City Council meeting

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Good morning!
I've been out of my office. I am working remotely again. The attached 2 emails with my name on them is fine.

Thanks!

Sent from my iPhone

1

Holly Nelson

From: Mirjana Rodriguez
Sent: Tuesday, June 7, 2022 11:55 AM
To: Holly Nelson; Jonathon C. Lung
Subject: The recommendation to award CDBG funds to Escondido Education COMPACT in support of the Escondido Success Center.

To Whom It May Concern:

My name is Rich Watkins, I am the Director of Interventions for the Escondido Union High School District. I also identify as a strong supporter of Escondido's Youth, which is why I believe there is no better investment than to award an agency with an over 30 year partnership with this city and the Escondido Union High School District and its stakeholders, the means to establish for the first time in our history a Community Success Center, that can serve as a training facility and point of service for so many of our most disenfranchised families. I stand behind this decision and I am excited to see how this will transform the lives of Escondido families.

Sent on behalf of :
Rich Watkins (rwatkins@euhsd.org)
Director of Interventions
Escondido Union High School District

From: Richard Watkins <rwatkins@euhsd.org>
Sent: Tuesday, June 7, 2022 11:13:45 AM
To: Patricia Huerta
Subject: [EXT] Re: How to support COMPACT at the upcoming City Council meeting

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Good morning!
I've been out of my office. I am working remotely again. The attached 2 emails with my name on them is fine.

Thanks!

Sent from my iPhone

1

Holly Nelson

From: Kimberly Israel <kisrael@eusd.org>
Sent: Tuesday, June 7, 2022 2:13 PM
To: Jonathan C. Lung; Holly Nelson
Subject: [EXT] Recommendation to award ESG funds to Escondido Education COMPACT for Homeless Prevention Services.

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To Whom It May Concern:

My name is Kimberly Israel and I am the Coordinator of Integrated Student Supports.

I have given my adult life and career to the service of Escondido children and their families, a task that at times seemed insurmountable. I have been fortunate to have had the Escondido Education COMPACT as a partner in my work to support Escondido youth and their families. It is with great respect for the work of their organization that I strongly recommend their agency for ESG funding to provide Homeless Prevention Services here in Escondido.

Thank you in advance for your consideration.

Warmly,

Kimberly Israel

Kimberly Israel, LCSW, PPSC, MPH (she/her)
Coordinator, Family and Community Engagement
COVID-19 School Testing Program
Escondido Union School District
2310 Aldergrove Ave.
Escondido, CA 92029
760.432.2386 (office)
619.565.8257 (cell)
kisrael@eusd.org
EUSD Family and Community Web Resources

1

Holly Nelson

From: Kimberly Israel <kisrael@eusd.org>
Sent: Tuesday, June 7, 2022 2:18 PM
To: Jonathan C. Lucy; Holly Nelson
Subject: [EXT] Recommendation to award CDBG funds to Escondido Education COMPACT in support of the Escondido Success Center.

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You don't often get email from kisrael@eusd.org. Learn why this is important

To Whom It May Concern:

My name is Kimberly Israel and I am the Coordinator of Integrated Student Supports.

I have supported the youth and families of Escondido for the past 22 years as a social worker and school administrator, and have been fortunate to have had the Escondido Education COMPACT as a partner in meeting the needs of the Escondido community throughout this time. It is an honor to be submitting this recommendation for CDBG funding for the creation of an Escondido Success Center, a place where families can centrally receive much needed support services. I am optimistic that the Escondido Education COMPACT will be able to fulfill the vision of having a singular location for centralized services for families within our community.

Thank you in advance for your consideration.

Warmly,

Kimberly Israel

Kimberly Israel, LCSW, PPSC, MPH (she/her)
Coordinator, Family and Community Engagement
COVID-19 School Testing Program
Escondido Union School District
2310 Aldergrove Ave.
Escondido, CA 92029
760.432.2386 (office)
619.665.8267 (cell)
kisrael@eusd.org
EUSD Family and Community Web Resources

1

Holly Nelson

From:	Ivette Rubio <ivette.rubio@uwsd.org>
Sent:	Monday, June 13, 2022 9:25 AM
To:	Jonathan C. Lung
Cc:	Holly Nelson
Subject:	[EXT] Recommendation to award ESG funds to Escondido Education COMPACT for Homeless Prevention Services

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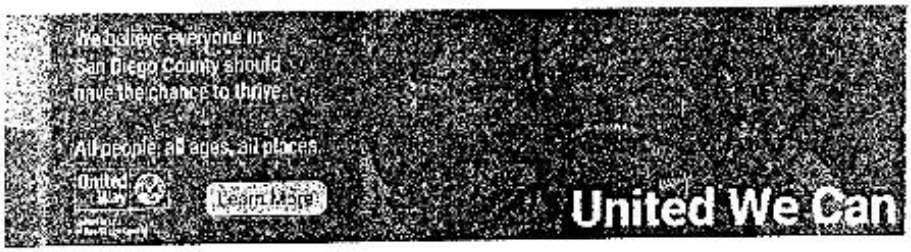
Good morning,

As a community organization, we are always looking for ways to expand the services and good work happening in our local community which is why we have been long term partners with Escondido Education COMPACT and other agencies in support of our common goals for students and families. We have partnered with Escondido Education COMPACT with our Every Student, Every Family initiative to offer scholarships and Technology Support and Equipment to Escondido residents. We are so excited that Escondido will be designating a central space for agencies to come and maximize their face time with clients and families in need of our various supports and services.

All the best,
Ivette

Ivette Rubio | Impact Manager
she/her/ella (why pronouns matter)
United Way of San Diego County | @UnitedWaySD
P 858.636.4130 | F 855-492-2059



1

Holly Nelson

From:	Ivette Rubio <ivette.rubio@uwsd.org>
Sent:	Monday, June 13, 2022 9:26 AM
To:	Jonathan C. Lung
Cc:	Holly Nelson
Subject:	[EXT] Recommendation to award CDBG funds to Escondido Education COMPACT in support of the Escondido Success Center

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Good morning,

As a community organization, we are always looking for ways to expand the services and good work happening in our local community which is why we have been long term partners with Escondido Education COMPACT and other agencies in support of our common goals for students and families. We have partnered with Escondido Education COMPACT with our Every Student, Every Family initiative to offer scholarships and Technology Support and Equipment to Escondido residents. We are so excited that Escondido will be designating a central space for agencies to come and maximize their face time with clients and families in need of our various supports and services.

All the best,
Ivette

Ivette Rubio | Impact Manager
she/her/ella (Why pronouns matter)
United Way of San Diego County | @UnitedWaySD
P 858.836.4136 | F 858-452-2059

1

City of Escondido
CITIZEN PARTICIPATION PLAN

Citizen participation is a priority for the City of Escondido. The City of Escondido receives an annual entitlement of Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), and Emergency Solutions Grant (ESG) funds from the U.S. Department of Housing and Urban Development (HUD) for housing and community development activities to assist low-income persons. In accordance with the Grant, the City must create a 5-Year Consolidated Plan (Consolidated Plan) that addresses affordable housing and community development needs, submit an Annual Action Plan (Annual Plan) to outline spending and activities for the corresponding program years, and provide a Consolidated Annual Performance and Evaluation Report (CAPER) to evaluate the City's accomplishments and use of CDBG, HOME and ESG funds as well conduct an Assessment of Fair Housing every five years.

The following Citizen Participate Plan (CPP) meets HUD standards for:

- involvement of community members in the public participation process, including public hearings and public comment periods
- Opportunities for involvement of affected persons and other concerned citizens in the planning process
- Transparency of the planning process and freedom of access to the draft Plan
- Public's submission of comments and the standards for the grantee's response
- Continuity of participation throughout all stages of the Plan's development.

Objectives

The primary goal of the CPP is to solicit views and recommendations from members of the community, organizations, and other interested parties and to incorporate the views and recommendations in the decision making process. To accomplish this goal, the CPP mandates that the City will:

- Encourage participation from residents in the development and preparation of the Consolidated Plan, Annual Plan, Assessment of Fair Housing, substantial amendments to these plans, and the CAPER.

- Encourage the involvement by low and moderate income persons, particularly those who reside in CDBG-eligible neighborhoods, areas designated for revitalization, areas designated as a slum and blighted, people with disabilities, racial and ethnic minorities, Non-English speaking and limited English proficient (LEP) persons, and residents of public and assisted housing developments in the development of the Consolidated Plan and Assessment of Fair Housing.

- Encourage participation from Continuums of Care, businesses, developers, nonprofit organizations, philanthropic organizations, community-based and faith based organizations, resident advisory boards, resident councils, and resident

management corporations during the development and implementation of the Consolidated Plan and Assessment of Fair Housing.

- Provide residents reasonable and timely access to information, meetings, and records.
- Provide residents the opportunity to review, offer input and feedback regarding the use of CDBG, HOME, and ESG funds and the Assessment of Fair Housing, and comment on the CAPER.
- Provide assistance for non-English-speaking and LEP persons upon advance request, provided such services are available.
- Use comprehensive techniques to encourage and measure public participation and review program performance.
- Reasonable accommodations will be provided for those with disabilities upon advance request.

Reviews/Recommendations

Staff reviews proposals and make recommendations to the City Council concerning funding for social services, affordable housing projects, homeless initiatives, and capital improvement projects. City Council meetings are open to the public and available for viewing on the City website. City Council agendas are posted 72 hours prior to a meeting and available on the City's website and at City Hall, 201 N. Broadway.

During the Development of the Consolidated Plan, Annual Plans, and Assessments of Fair Housing:

- The City will make a concerted effort to notify residents, social service providers, business groups, nonprofit organizations, community and faith-based organizations, community boards and other interested parties of the development of the Consolidated/Annual Plans, and Assessment of Fair Housing through mailings, including electronic mail, online postings, and newspaper notices.
- The City will issue a Notice of Funding Availability/Request for Proposals inviting proposals for CDBG, HOME and ESG activities. Upon request, the City will provide technical assistance to groups representing low-moderate income persons to develop proposals for eligible activities and comment on the Assessment of Fair Housing.
- The City will make available any HUD-provided data and other supplemental information the grantee plans to incorporate into its Assessment of Fair Housing at the start of the public participation process (or as soon as feasible after).

- Prior to adoption of the Plan(s), the City will make available the estimated amount of CDBG, HOME, and ESG funding that it expects to receive, the activities that may be undertaken, the estimated amount of funds that will be used to benefit low-moderate income persons, and any activities that may result in displacement.

- The City will publish a summary of the proposed Plan(s) and/or Assessment of Fair Housing in the newspaper and have it available on the City's website for a period of ten days prior to a public meeting. The summary will describe the contents and purpose of the Plan(s) and/or Assessment of Fair Housing and include a list of the locations where they may be examined. The Plan(s) and/or Assessment of Fair Housing will be available for review at Escondido City Hall, on the City's website, and at the Escondido Public Library. The City will provide a reasonable number of free copies to citizens and groups upon request.

Public Hearings

- The City will conduct at least two public hearings each year to obtain residents' views regarding housing and community development needs, proposed allocation of CDBG and ESG funds, strategies and actions taken to affirmatively further fair housing, and approve program/funding activities. The City will conduct at least one public hearing each year regarding the proposed allocation of HOME funds. HOME funds will be conditionally committed to an affordable housing development only after a public hearing to discuss the project.

- The City will conduct at least one public hearing during the development of the Assessment of Fair Housing prior to publishing the Assessment of Fair Housing for public comment. The public hearing must be held prior to formulating the Consolidated Plan.

- The City will conduct at least one public hearing during the development of the Consolidated Plan prior to publishing the Consolidated Plan for public comment.

- The City will receive and consider comments concerning the Plan(s) and/or Assessment of Fair Housing for period of not less than 30 days. All comments received, in writing or orally at a public meeting, will be considered in preparing the final Plan(s) and/or Assessment of Fair Housing. A summary of the comments or views, including those not accepted and the reasons, shall be attached to the final Plan(s) and/or Assessment of Fair Housing

- Public notices, excluding the CAPER, will be published at least ten days prior to a hearing. Notices will include the date, time, location, and summary of the proposed action to help facilitate informed comments. Notices will be published in the newspaper and announced on the City's website.

Amendments to the Consolidated Plan, Annual Plans, and Assessments of Fair Housing

The City will amend its approved Plan(s) whenever it makes one of the following decisions:

- To carry out an activity not previously described in the Annual Plan using funds covered by the Consolidated Plan, including program income.
- To substantially amend the purpose, scope, location, or beneficiaries of an activity.
- To substantially amend the allocation priorities or the method of distributing funds.

A substantial amendment is defined as the following:

- An addition, modification, or elimination of a Consolidated Plan goal;
- An addition of a new activity not previously identified in the Annual Plan; or
- A change that affects the funding level of more than $25,000 for projects budgeted at $100,000 or less, or greater than 25 percent of projects budgeted at more than $100,000

Substantial amendments must be authorized by the City Council and will be available on the City's website and through public notices in the newspaper. Minor changes and/or corrections may be made, so long as the changes do not constitute a substantial amendment. Minor changes, including but not limited to modifications of goal outcome indicators, shall not be considered a substantial amendment and do not require public review or a public hearing.

- The City will receive and consider comments concerning substantial amendments and/or Assessment of Fair Housing revisions for period of not less than 30 days. All comments received, in writing or orally at a public meeting, will be considered in preparing the final Plan(s) and/or Assessment of Fair Housing H. A summary of the comments or views, including those not accepted and the reasons, shall be attached to the final Plan(s) and/or Assessment of Fair Housing.

- Public notices will be published at least ten days prior to the hearing. Notices will include the date, time, location, and summary of the proposed action to help facilitate informed comments.

Consolidated Annual Performance and Evaluation Reports (CAPERs)

The City will prepare an annual CAPER to evaluate the progress of the Consolidated Plan and to review accomplishments for the previous program year.

- A comment period of not less than 15-days will be provided. All comments received, in writing or orally, will be included in the final submission to HUD.

Access to Information and Records

- Any citizen, organization, or other interested party may submit written requests for information regarding the Consolidated Plan, Annual Plans, Assessment of Fair Housing, and CAPER, including the City's use of funds under the CDBG, HOME, and ESG programs and the benefit to low-moderate income residents during the preceding five years.

- This Citizen Participation Plan, the Consolidated Plan, the current Annual Plan, the current Assessment of Fair Housing, the current CAPER, and any substantial amendments to these plans will be available for public review at City Hall, 201 N. Broadway and on the City's website.

Comment and Complaint Process

The City will consider any comments from citizens received in writing or orally at public hearings in preparing this Citizen Participation Plan, the Consolidated Plan, Annual Plans, CAPERs, Assessment of Fair Housing, and/or substantial amendments to these plans. A summary of all comments will be attached and submitted to HUD.

The City will respond to written complaints received relating to the Consolidated Plan, Annual Plans, Assessment of Fair Housing, CAPERs, and/or substantial amendments. Written complaints must describe the objection and provide contact information of the complainant. The City will respond to complaints within 15 working days of receiving the written complaint, acknowledging the letter and identifying a plan of action, if necessary.

Amendment for 2020 CARES Act Funding

In response to the COVID-19 Pandemic, the City is amending the City's Citizen Participation Plan, to promote and support "social distancing" while continuing to offer the public an opportunity to provide valuable citizen input and insight into the policies and procedures of the Housing & Neighborhoods Services Division, particularly as it relates to the administration and implementation of its federal programs. The following process will be used to solicit citizen participation and input into any programmatic amendments necessary to quickly and effectively administer federal funding made available either directly or indirectly as a result of the COVID-19 Pandemic.

- Effective May 20, 2020, consistent with the Mega-waiver issued by HUD on March 31, 2020, community input prior to drafting a substantial amendment to any plan will be waived, including but not limited to an approved consolidated plan or annual action plan concerning the proposed uses of CDBG, HOME, and ESG funds.

- Staff will prepare an amendment to any respective plan, where applicable, and the amendment shall include a discussion of the amount of assistance the state expects to receive, the range of activities it will undertake with this assistance, and, to the extent possible, the benefit to low and moderate income people of these proposed activities.

- The Amendment will be posted in a prominent place on the Neighborhood Services website, along with a notice identifying the availability of the amendment. The Notice will include the opportunity to provide electronic comment for a period of not less than five days and information on participation in a "virtual public hearing". As part of the Notice, the state will provide information on how citizens

- Any comments received either at the virtual public hearing or during the public comment period will be considered by the agency before the final amended action plan is submitted to HUD. A summary of the comments and the agency's responses will be an attachment to the final amended action plan.

- The procedures and actions discussed above will constitute the state's citizen participation plan for any substantial amendments, which may need to be made in the course of the program year. A "substantial amendment" to the plan is one which implements a change the use and/or method of distributing those funds.

- This amended citizen participation plan will itself be made available to the public for a five-day public comment period prior to implementation, and any interest groups may review and comment accordingly.

Grantee Unique Appendices

CITY OF ESCONDIDO
HOUSING & NEIGHBORHOOD SERVICES
201 N. BROADWAY
ESCONDIDO, CA 92025-2798
760-839-4617

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN on WEDNESDAY, JUNE 15, 2022 at 5 p.m., the Escondido City Council of the City of Escondido will hold a Public Hearing to consider the following item:

Adoption and approval of the City's Annual Action Plan for Fiscal Year ("FY") 2022-2023 for the following Housing and Urban Development ("HUD") Funding Programs: Community Development Block Grant ("CDBG"), Emergency Solutions Grant ("ESG"), and HOME Investment Partnerships Program ("HOME").

The FY 2022-2023 Annual Action Plan ("Action Plan") is based on an anticipated federal entitlement of $2,496,991 which includes $1,716,516 in CDBG funds, $155,124 in ESG funds, $624,351 in HOME funds. The City of Escondido released a Request for Proposal for CBDG and ESG applications in February 2022 and received 25 proposals from both external and internal applicants. The City is recommending advancing funding for emergency homeless and domestic violence shelters, meal programs, senior services, fair housing legal services, graffiti removal, street lighting, playground equipment, mental health, public infrastructure improvements, grants administration, homelessness prevention, increase homeownership and affordable housing.

The City of Escondido would like feedback from the public on the Plan. The Plan will be posted for a 30-day public review period from May 12, 2022 through June 10, 2022, for community members to review and comment. The full Plan will be available on the City's website at https://escondido.org/neighborhood-services.aspx, Escondido City Hall located at 210 N. Broadway, Escondido, CA 92025, and the Escondido Public Library at 239 S. Kalmia Street, Escondido, CA 92025. Comments can be submitted to the following link: Your Comment Matters - Neighborhood Services - City of Escondido.

The FY 2022-23 CDBG, ESG, and HOME funding recommendations Agenda Report will be available 72-hours prior to the June 15, 2022 Public Hearing on the City's website at Agendas/Minutes | City of Escondido California Meetings (municodemeetings.com); www.escondido.org.

The City of Escondido recognizes its obligation to provide equal access to public services for those individuals with disabilities. Please contact the City's American Disabilities Act ("ADA") Coordinator at 760-839-4641 with any requests for reasonable accommodations, to include sign language interpreters, at least 24-hours prior to June 15, 2022 at 5 p.m. The City of Escondido does not discriminate against any person with a handicapped status.

PUBLIC COMMENT: Comments in writing regarding the above-referenced item, which is scheduled to be heard at the June 15, 2022 Escondido City Council meeting, may be submitted at the following link: https://www.escondido.org/public-comment-form.aspx. If you would like to have the comment read aloud at the City Council meeting (not to exceed three minutes), please write "Read Out Loud" in the subject line. All comments received from the public will be made a part of the record of the meeting.

For additional information, please contact Jonathan Lung, Management Analyst at 760-839-4679 or jlung@escondido.org.

Grantee SF-424's and Certification(s)

OMB Number: 4013-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:
5a. Federal Entity Identifier:	5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Escondido	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 95-6000708	* c. UEI: XH9XY8AX7B88

d. Address:

* Street1:	201 North Broadway
Street2:	
* City:	Escondido
County/Parish:	
* State:	CA: California
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	92025-2709

e. Organizational Unit:

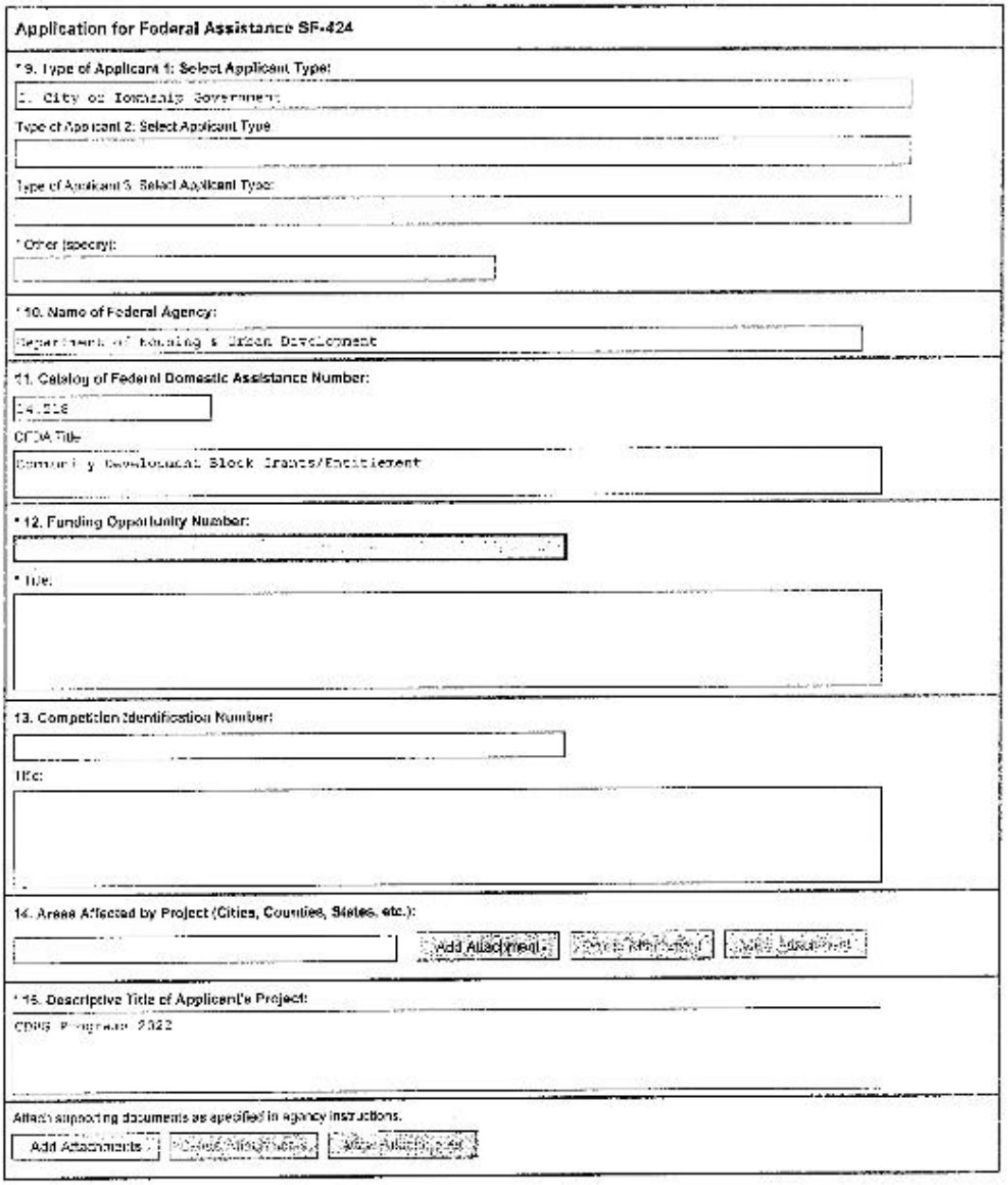
Department Name: Development Services	Division Name: Housing & Neighborhood Svs

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	Mr.	* First Name:	Paul
Middle Name:			
* Last Name:	McNamara		
Suffix:			
Title:	Mayor		

Organizational Affiliation:
City of Escondido

* Telephone Number: 760-839-4638	Fax Number:
* Email: pmcnamara@escondido.org	



Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Department of Housing & Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grants/Entitlement

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

* 15. Descriptive Title of Applicant's Project:

CDBG Program 2022

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

1

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 50th * b. Program/Project: 50th

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 7/1/22 * b. End Date: 6/30/23

18. Estimated Funding ($):

* a. Federal	1,548,067.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	1,548,067.00

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. "By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☑ ** I AGREE

** The list of certifications and assurances, or an Internet site where you may obtain this list, is contained in the announcement or Agency specific instructions.

Authorized Representative:

Prefix:	Mr.
* First Name:	Paul
Middle Name:	
* Last Name:	McNamara
Suffix:	
* Title:	Mayor
* Telephone Number:	760-839-4638
Fax Number:	
* Email:	pmcnamara@escondido.org
* Signature of Authorized Representative:	Paul Mc Namara
* Date Signed:	8/2/22

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application	* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision	* If Revision, select appropriate letter(s): * Other (Specify):
* 3. Date Received:	4. Applicant Identifier:	
5a. Federal Entity Identifier:	5b. Federal Award Identifier:	
State Use Only:		
6. Date Received by State:	7. State Application Identifier:	

8. APPLICANT INFORMATION:

* a. Legal Name:	City of Escondido
* b. Employer/Taxpayer Identification Number (EIN/TIN):	95-6000701
* c. UEI:	CE9XY8AX7BD6

d. Address:

* Street1:	201 North Broadway
Street2:	
* City:	Escondido
County/Parish:	
* State:	CA: California
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	92025-2709

e. Organizational Unit:

Department Name:	Development Services
Division Name:	Housing & Neighborhood Svc

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	Mr.	* First Name:	Paul
Middle Name:			
* Last Name:	McNamara		
Suffix:			
Title:	Mayor		
Organizational Affiliation:	City of Escondido		
* Telephone Number:	760-839-4691	Fax Number:	
* Email:	pmcnamara@escondido.org		

Application for Federal Assistance SF-424

* 8. Type of Applicant 1: Select Applicant Type:

[illegible] City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Department of Housing & Urban Development

11. Catalog of Federal Domestic Assistance Number:

[illegible]

CFDA Title:

Home Investment Partnership Program

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

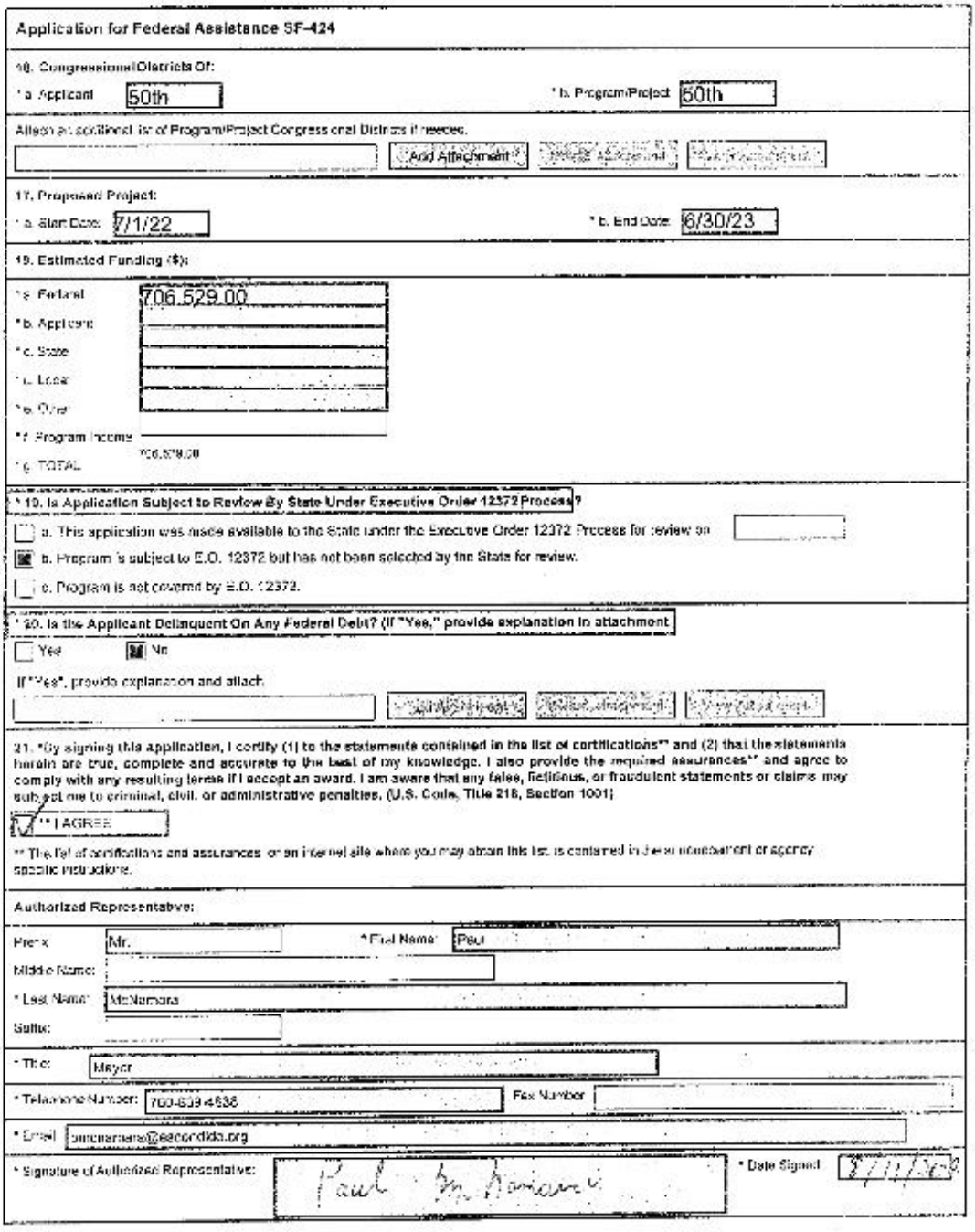
Add Attachment | [illegible] | [illegible]

* 15. Descriptive Title of Applicant's Project:

CDBG Programs 2022

Attach supporting documents as specified in Agency Instructions.

Add Attachments | [illegible] | [illegible]



Application for Federal Assistance SF-424

10. Congressional Districts Of:

* a. Applicant: 50th

* b. Program/Project: 50th

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 7/1/22

* b. End Date: 6/30/23

18. Estimated Funding ($):

* a. Federal: 706,529.00

* b. Applicant:

* c. State:

* d. Local:

* e. Other:

* f. Program Income:

* g. TOTAL: 706,529.00

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☑ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Paul

Middle Name:

* Last Name: McNamara

Suffix:

* Title: Mayor

* Telephone Number: 760-839-4638 Fax Number:

* Email: pmcnamara@escondido.org

* Signature of Authorized Representative: Paul McNamara * Date Signed: 8/11/22

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant: I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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Standard Form 424D (Rev. 7-97)
Prescribed by OMB Circular A-102

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) in plementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from: (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Paul M. Namaroff	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
[illegible]	7/11/2022

SF-424D (Rev. 7-97) Back

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Paul M. Namara	Mayor
APPLICANT NAME	DATE SUBMITTED
Paul McNamara	8/10/2022

SF-424D (Rev. 7-97) Back

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

7/11/2022
Date

Title

Specific Community Development Block Grant Certifications

The Enrollment Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2022 a period specified by the grantee of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Paul Fm Romero
Signature of Authorized Official

7/11/2022
Date

MAYOR
Title

RESOLUTION NO. 2023-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING THE SUBSTANTIAL AMENDMENT TO THE 2020-2024 CONSOLIDATED PLAN AND TO THE 2022 ANNUAL ACTION PLAN

WHEREAS, the City of Escondido ("City") is a recipient of Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, City staff recommends making a substantial amendment to the 2020-2024 Consolidated Plan to add a new public safety goal; and

WHEREAS, the City wishes to use unallocated funds from 2020, 2021, 2022 Annual Action Plans to pay the 25% deposit for the acquisition of two fire engines in the total amount of $526,316.81 and make a budget adjustment as shown in Exhibit "A," which is attached to this Resolution; and

WHEREAS, WHEREAS, paying the deposit will save the City $31,579.01 and is a requirement to sign the contract; and

WHEREAS, the average life span of a fire engine is 20 years and the City has two fire engines currently in circulation that at the end of their respective life spans. Due to supply chain issues stemming from COVID-19 and the limited number of fire engine manufacturers, the projected delivery time for a fire truck is 37-43 months once a contract is signed; and

WHEREAS, CDBG funds cannot be committed to the Projects until certain conditions are met including HUD's acceptance of the Action Plan, completion of a National Environmental Policy Act ("NEPA") environmental review for each project, receipt of environmental clearance from HUD, provision of appropriate insurance verification by subrecipients, and acceptance of City contract terms; and

WHEREAS, the City Council desires at this time, and deems it to be in the best public interest, to adopt the substantial amendment to the 2020-2024 Consolidated Plan and the 2022 Annual Action Plan as recommended by City staff.

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

1. That the above recitations are true.

2. That the City Council authorizes and approves the Substantial Amendment to the 2020-2024 Consolidated Plan to add a new public safety goal.

3. That the City Council authorizes and approves the use unallocated funds from one or more Annual Action Plans in 2020, 2021, and 2022.

4. That the City Council authorizes and approves payment of a 25% deposit in the amount of $526,316.81or the acquisition of two fire engines in the 2022 Annual Action Plan as recommended by City staff.

DocuSign Envelope ID: D6835898-F827-4F11-89D4-32F69ECCBDF5

BUDGET ADJUSTMENT REQUEST

Department:	Development Services/Housing & Neighborhood	**For Finance Use Only**
Department Contact:	Holly Nelson	**BA #** _____
City Council Meeting Date: *(attach staff report)*	4/19/23	**Fiscal Year** _____

EXPLANATION OF REQUEST

Staff has a CIP balance of $540,275.51 in unallocated CDBG funds from fiscal years 2017, 2018, 2020 and 2021. Staff would like to use these funds to pay a 25% deposit of $526,316.81 for two fire engines. The remaining balance will be paid by fleet.

The remaining unused CIP balance will be $13,958.70. This balance is anticipated to increase as staff closes completed projects.

A new IDIS activity number and grant activity number will need to be assigned once the project is approved.

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Purchase two fire engines	**115-NEW PROJECT**	**$526,316.81**	
Unallocated CDBG funds	**115-CDBGUF**		**$526,316.81**

APPROVALS

DocuSigned by: Andrew Firestine 2C1F3942E26A495..	4/12/2023	DocuSigned by: Christina Holmes C0C8E98A934247C...	4/12/2023
DEPARTMENT HEAD	**DATE**	**FINANCE**	**DATE**

RESOLUTION NO. 2023-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AWARDING THE PURCHASE OF TWO SUTPHEN MONARCH FIRE ENGINES TO SUTPHEN INC. OF DUBLIN, OHIO, AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS, AND APPROVING THE DISPOSAL OF THE SURPLUS FIRE ENGINES VIA AUCTION

WHEREAS, the Fleet Services Division is replacing two (2) existing Type 1 fire engines due to exceeding their standard life expectancy of twenty years, extensive hours of use, and their current mechanical condition; and

WHEREAS, the two (2) existing Type 1 fire engines due for replacement are 2003 KME Renegade Type 1 fire engines: and

WHEREAS, partial funding for the two (2) existing Type 1 fire engines has been allocated in Fleet Services fiscal year 2023 operating budget in account No. 5208-653-715; and

WHEREAS, the City of Escondido will use Community Development Block Grant ("CDBG") funds to pay the 25% deposit for the acquisition of two fire engines in the amount of $526,316.81; and

WHEREAS, SUTPHEN Inc. of Dublin, Ohio is the manufacturer of the Sutphen Monarch Fire Trucks; and

WHEREAS, Sourcewell conducted a competitive bid process for fire apparatus equipment and SUTPHEN Inc. was deemed to be the lowest most responsive bidder; and

WHEREAS, the Sourcewell Contract No. is 113021-SUT; and

WHEREAS, the City of Escondido is a member of Soucewell, member No. 45019; and

WHEREAS, the City is utilizing a cooperative purchasing agreement with Sourcewell, and as allowed per Chapter 10, Article 5, Section 10-91 of the Escondido Municipal Code, the City may utilize a

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

WHEREAS, staff recommends purchasing two (2) Sutphen Monarch fire engines from SUTPHEN Inc. of Dublin, Ohio, in the amount of $2,073,688.23, which includes sales tax and all other fees and a budget adjustment as shown in Exhibit "B", which is attached to this Resolution and incorporated by this reference; and

WHEREAS, the purchase price includes all options, as shown in Exhibit "A", which is attached to this Resolution and is incorporated by this reference; and

WHEREAS, the Type 1 fire engines being replaced by this purchase, as referenced above, are deemed surplus property and are no longer required for public use; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to authorize the purchase from SUTPHEN Inc. using a cooperative purchase agreement with Sourcewell, Contract No. 113201SUT; and

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

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

1. That the above recitations are true.

2. That the City Council is authorized to approve, on behalf of the City, the Cooperative Purchase through Sourcewell, as allowed per Escondido Municipal Code section 10-91.

3. That the City Council approves the budget adjustment in the amount of $1,000,000, for the purchase of two (2) Stuphen Monarch Type 1 fire engines.

4. That the City Council approves Resolution No. 2023-07 authorizing the Mayor, or his designee, to execute such documents necessary to purchase two (2) Sutphen Monarch Type 1 fire engines

from SUTPHEN Inc. in the amount of $2,073,688.23, which includes sales tax, delivery, operator and mechanic training, and all other fees.

5. That the City Council authorizes the disposal of the existing two (2) 2003 KME Renegade Type 1 fire engines which are being replaced by this purchase via auction with the City contracted auction company.

PROPOSAL

TO THE:
City of Escondido Fire Department
Attn: Deputy Chief John Tenger
1163 Centre City Parkway
Escondido, CA 92026

DATE: March 20, 2023

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

Two (2) Sutphen Extreme Duty Monarch Rescue Pumpers
Complete and Delivered for the Total Sum of $2,105,257.24

CA Sales Tax $163,157.44

Total $2,268,414.68

The units shall be manufactured completely in accordance with the following proposal and delivered in approximately **37-43** months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

This proposal price is based on the Sutphen Corporation's Cooperative Purchasing Contract (022818-SUT) with Sourcewell. If the contract or purchase order is not received by **May 31, 2023**, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Should any changes be required as mandated by NFPA, EPA, or other Federal, State or Local Governments, or changes due to part availability or vendor relationships, such changes shall be documented on a change order and purchaser shall be responsible for additional charges as applicable. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturer, seat manufacturer, electrical power supplies (generators) and powertrain (engine & transmission).

Respectfully submitted,

Scott Barratt

Scott Barratt
Republic Fire Equipment LLC **(CA Dealer #03868)**

Authorized Representative for
Sutphen Corporation

REPUBLIC FIRE EQUIPMENT

SUTPHEN™

FAMILY OWNED
SINCE 1890

Prepayment Discount Options
For The
Escondidio, CA

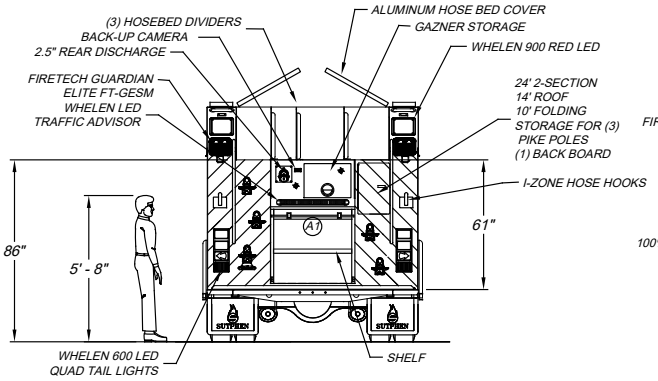
3/20/2023

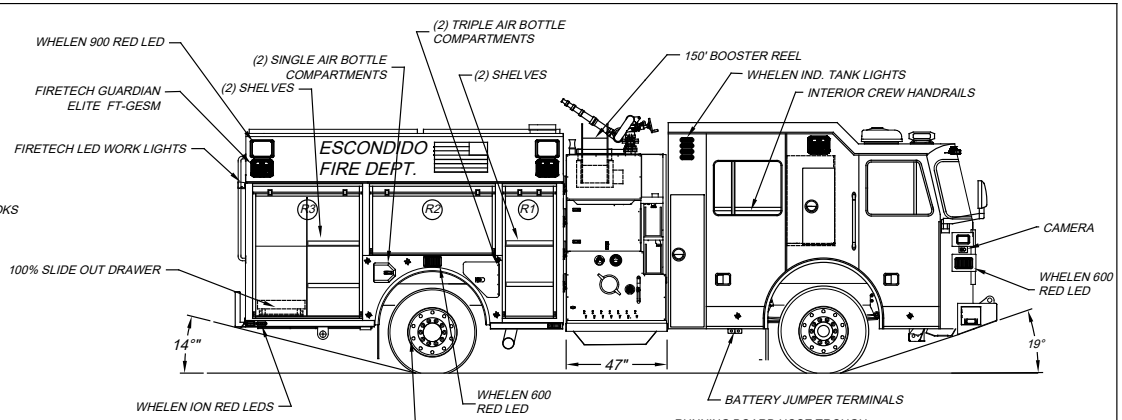
Current Bid Price **$2,105,267.24**

Option 1	For a prepayment in the amount of		$526,316.81	the discount
25%	would be	$31,579.01	for a total selling price of	$2,073,688.23
Option 2	For a prepayment in the amount of		$1,052,633.62	the discount
50%	would be	$63,158.02	for a total selling price of	$2,042,109.22
Option 3	For a prepayment in the amount of		$1,578,950.43	the discount
75%	would be	$94,737.03	for a total selling price of	$2,010,530.21
Option 4	For a full prepayment, we offer a discount of		$126,316.03	
100%	for a final selling price of			$1,978,951.21

NOTE: For any option above, the prepayment would be due within 30 days of contract signing in order to receive the discounts listed. Any remaining balance would be due at the time of delivery.

Sutphen Corporation
PO Box 158 • Amlin, OH 43002-0158
6450 Eiterman Road • Dublin, OH 43016-8711
Tel 614 889-1005 • **Toll Free** 800 848-5860 • **Fax** 614 889-0874
www.sutphen.com • Sutphen@sutphencorp.com





LEFT SIDE COMPARTMENTATION

COMPT	DOORS	INSIDE DIMENSIONS	DOOR OPENING DIMENSIONS	VOLUME
L1	ROLL-UP	25"W X 66"H X 26"D	22 1/2"W X 56 1/2"H	24.8 CU. FT.
L2	ROLL-UP	59"W X 31 1/2"H X 26"D	56 1/4"W X 27"H	28.4 CU. FT.
L3	ROLL-UP	51 1/2"W X 66"H X 26"D	48 3/4"W X 56 1/2"H	47.4 CU. FT.
L4/L5	LIFT-UP	74"W X 13.5"H X 19"D	67"W X 9.5"H	22 CU. FT.

RIGHT SIDE COMPARTMENTATION

COMPT	DOORS	INSIDE DIMENSIONS	DOOR OPENING DIMENSIONS	VOLUME	
R1	ROLL-UP	25"W X 66"H X 26"D	22 1/2"W X 56 1/2"H	18.9 CU. FT.	11" DEEP, UPPER
R2	ROLL-UP	59"W X 31 1/2"H X 11"D	56 1/4"W X 27"H	13.7 CU. FT.	
R3	ROLL-UP	51 1/2"W X 66"H X 26"D	48 3/4"W X 56 1/2"H	36 CU. FT.	11" DEEP, UPPER
L4/L5	LIFT-UP	74"W X 13.5"H X 19"D	67"W X 9.5"H	22 CU. FT.	

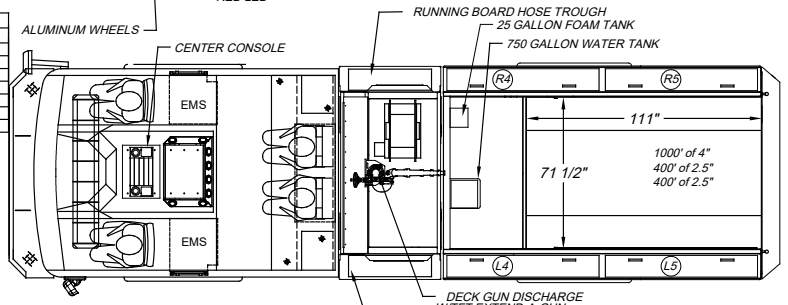
REAR STEP COMPARTMENT

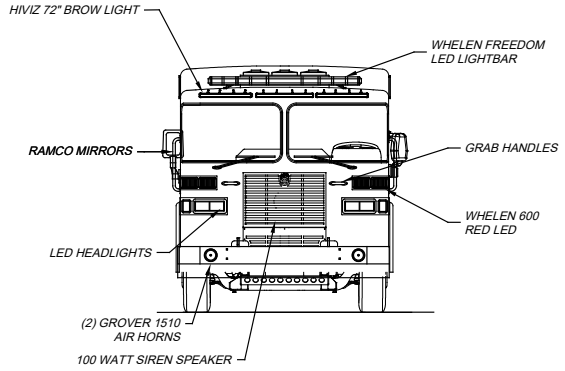
COMPT	DOORS	INSIDE DIMENSIONS	DOOR OPENING DIMENSIONS	VOLUME
A1	ROLL-UP	39 1/2"W X 40"H X 31"D	36 3/4"W X 30"H	31.2 CU. FT.

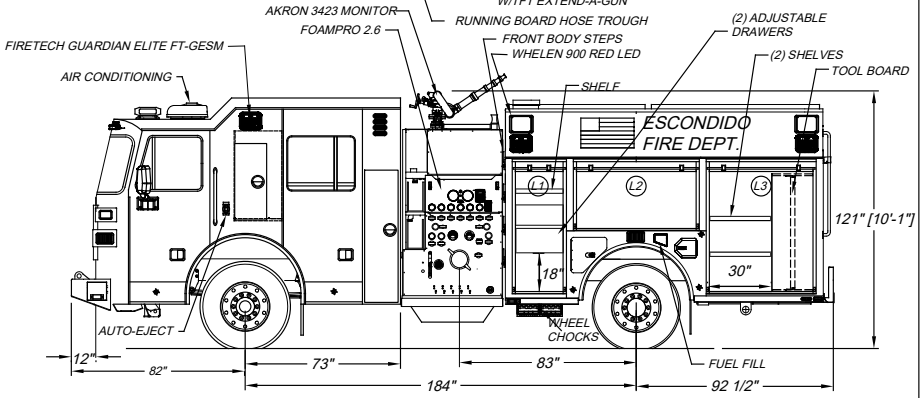
BASE STORAGE: 200 CU. FT.
TOTAL STORAGE: 306 CU. FT.

CAB COMPARTMENTATION

COMPT	DOORS	INSIDE DIMENSIONS	DOOR OPENING DIMENSIONS	VOLUME
D SIDE EMS	HINGED	21"W X 40"H X 22"D	14 3/4"W X 36"H	10.7 CU. FT.
O SIDE EMS	HINGED	59"W X 31 1/2"H X 11"D	14 3/4"W X 36"H	10.7 CU. FT.
D CAB SIDE	HINGED	14 3/4"W X 59 5/8"H X 22 1/2"D	12 5/8"W X 58 5/8"H	11.4 CU. FT.
O CAB SIDE	HINGED	14 3/4"W X 59 5/8"H X 21"D	12 5/8"W X 58 5/8"H	10.7 CU. FT.
SEAT BOX	NONE	51 1/2"W X 13 1/2"H X 21 5/8"D	NONE	8.6 CU. FT.
OVERHEAD	HINGED	80 3/4"W X 10 1/4"H X 19 3/4"D	25 1/4" W X 7" H X 3 DOORS	9.5 CU. FT.







DIMENSIONS SHOWN ON THIS DRAWING ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS DURING CONSTRUCTION.	CUSTOMER APPROVAL				DRAWN BY: R.CAMPBELL	SUTPHEN
IN THE EVENT OF A DISCREPANCY BETWEEN THE SUTPHEN SPECIFICATIONS AND DRAWING, THE SUTPHEN SPECIFICATIONS SHALL PREVAIL.	NAME:	C	ADED CAB COMPARTMENT DIMENSIONS	R.C. 8/22/2022	DATE: 4/11/22	ESCONDIDO, CITY OF ESCONDIDO, CA
DRAWING IS FOR REFERENCE ONLY. SOME ITEMS PROPOSED MAY NOT BE SHOWN OR NOTED.	TITLE:	B	UPDATED TO SHOP ORDER REV B	R.C. 8/18/2022	MFG. FACILITY: URBANA	PROGRAM 1 CUSTOM PUMPER
	DATE:	A	- UPDATED TO SHOP ORDER REV A	R.C. 4/22/2022		DWG. NO.: HS-7380,81,82
		REV.	DESCRIPTION	BY DATE		

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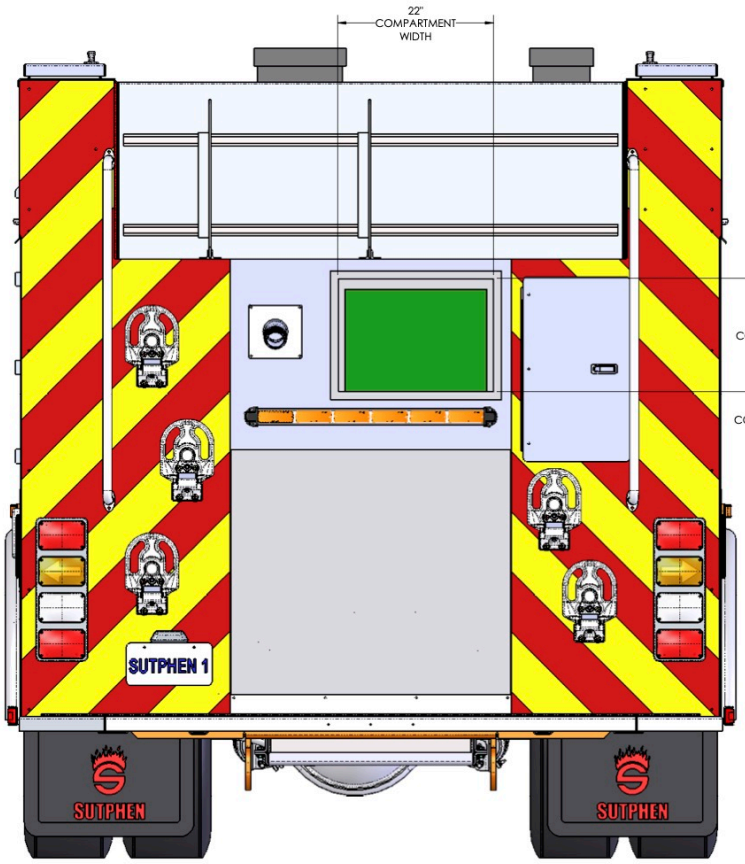

COMPARTMENT TO HAVE FULL WIDTH FULL HEIGHT LID.

LID TO OPEN UPWARDS.

LID TO HAVE LIFT TO RELEASE DOOR PROP (MCMASTER P/N:11615A11).

LID TO HAVE D-RING HANDLE CENTERED LOW ON DOOR

DIMENSIONS ARE IN INCHES
DIMENSIONAL TOLERANCES
(UNLESS OTHERWISE NOTED)

.XX = ±.06	ANGLE = ±1°
.XXX = ±.031	FRACT = ±1/16

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SUTPHEN CORPORATION
FIRE APPARATUS SINCE 1890
6450 EITERMAN ROAD
DUBLIN, OH 43016 800-848-5860

REV	DESCRIPTION	ECN #	DATE	BY
-	RELEASE TO CUSTOMER		4/20/2022	BAJ

MATERIAL
MATERIAL THICKNESS =
FINISH
WEIGHT 29125.6 LBS

DESCRIPTION: HS-7380-82 OVER A1 COMPARTMENT

AX Item Number | DOCUMENT NUMBER | SHEET 1 OF 1

Sutphen Component Report Dealership: Republic Fire Equipment_2	HS- City of Escondido, California Program 1 Pumper
	Order#: DQ14822-1 Contact: Chris Arnold Position: Fire Captain/App Com. Lead Phone: 760-839-5400 Mobile: 760-310-4894 Email: carnold@escondido.org

Bill To	Ship To
Customer: City of Escondido Contact: Jeramiah Jennings – Fleet Superintendent Address: 201 N. Broadway Escondido, California 92025	Customer: City of Escondido Fleet Services/Public Works Contact: Jeramiah Jennings – Fleet Superintendent Address: 475 N. Spruce Escondido, California 92025

Comments
Project Manager: Sales Person: Scott Barratt – Republic Fire Equipment Revision Level: Truck Type: Body Facility:

Quote Line Number 1

Line	Item #	Qty	Item Description/Comments
1		1	**ENG Pump Module Series = Program Module
2		1	**ENG Facility = Urbana Pumper Division
3		1	**ENG Truck Series = Program 1
4		1	**ENG Electrical System = Point-to-Point
5	Sourcewell	1	Cooperative Purchasing = Sourcewell 022818-SUT
6	10000230	1	DETAILED WIRING SCHEMATIC (USB)
7	10088888	1	SPECIAL ITEM, Reference HS-7380 through 7382
8	10001200	1	MAXIMUM APPARATUS HEIGHT = As low as possible
9		1	**ENG Overall Apparatus Height = 10' 1" +/- 2".
10	10001220	1	MAXIMUM APPARATUS LENGTH = As short as possible
11		1	**ENG Overall Apparatus Length = 30' 2" +/- 2".

Line	Item #	Qty	Item Description/Comments
12	10310100	1	CHASSIS
			CHASSIS
13	10010006	1	CHASSIS, CUSTOM
14		1	**ENG Modified Wheelbase
15	51070184	1	Wheelbase = 184
16		1	**ENG AF Number = TBD
17	25010100	1	FRAME, 10" DOUBLE RAILS, SINGLE AXLE (50K PSI)
18	45040100	1	FRONT BUMPER CLIP
19	45010001	1	FRONT TOW EYES, BELOW BUMPER, PAINTED
20	45030220	1	ADDITIONAL FRONT TOW EYES, TOP OF BUMPER, PAINTED
21	46010000	1	REAR TOW EYES, PAINTED
22	40010250	1	STEERING - ROSS TAS- 85
23	22010050	1	DRIVE LINE, SPICER, 1810 SERIES
24	54088888	1	SPECIAL ITEM, MERITOR DCDL
25		1	**CLAR NOTES, Rear Axle will have MERITOR DCDL (DRIVER CONTROLLED DIFFERENTIAL LOCK) with dash mounted control. Rocker Switch = Lower Console Position 2. Feedback signal light to dash.
26	23015100	1	ENGINE, CUMMINS X 10 450HP DOC-DPF-DEF-SCR OBD
27	23030006	1	AIR INTAKE/EMBER SEPARATOR
28	23031176	1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD FUEL PRO FH230
29	23031220	1	FUEL FILTER, SECONDARY, FLEETGUARD, FF5825NN
30	23088888	1	SPECIAL ITEM, FILTER, CUMMINS, REMOTE MOUNTED
31		1	**CLAR NOTES, Cummins Remote Oil Filter kit will be provided and installed on the X10 engine. This will improve access in proximity to the frame rail for fleet personnel, speeding oil change time. Exact location TBD preconstruction conference.
32	47012525	1	TRANSMISSION, ALLISON GEN 6, EVS4000R W/RETARDER (X SERIES)

Line	Item #	Qty	Item Description/Comments
33	23110000	1	JACOBS ENGINE BRAKE
34	47024050	1	TRANSMISSION COOLER
35	47030000	1	ALLISON TOUCH PAD SHIFTER
36	47030110	1	SHIFTER PAD GEARING, 6 GEARS OPEN
37	21021200	1	COOLING SYSTEM
38	21030195	1	COOLANT FILTER
39	21030000	1	FAN CLUTCH
40	21030200	1	RADIATOR COOLANT RECOVERY, PRESSURIZED SYST
41	47088888	1	SPECIAL ITEM, Allison T-Handle Shifter
42		1	**CLAR NOTES, An Allison T-Handle Shifter shall be provided. Reference HS-5451.
43		1	**CLAR NOTES, IN LUEU OF STANDARD CONTROLS, A FOOT PEDAL RETARDER CONTROL WILL BE PROVIDED . REFERENCE HS7380. REFERENCE HS7380. ITEM# 47088888. ON/OFF ROCKER SWITCH = LOWER CONSOLE POSITION #2.
44	26010000	1	FUEL TANK, STEEL, 65 GALLON
45	26030000	1	FUEL FILL
46	26030100	1	FUEL COOLER
47	24040000	1	DIESEL EXHAUST FLUID TANK
48		1	**ENG DEF Access = Hinged Door for DEF Access.
49	13028888	1	SPECIAL Alternator SPECIAL ALTERNATOR, C.E. NIEHOFF 400 AMP
50		1	**CLAR NOTES, SPECIAL ALTERNATOR, C.E. NIEHOFF 400 AMP SPECIAL ALTERNATOR, C.E. NIEHOFF 400 AMP, WILL BE PROVIDED. Item # 13012125.
51	13030100	1	LOW VOLTAGE ALARM, FLOYD BELL TXB-V86-515-QF
52	15010500	1	BATTERIES, INTERSTATE TYPE 31 MHD (4)

Line	Item #	Qty	Item Description/Comments
53	15030300	1	KUSSMAUL STARTGUARD
54	15031700	1	BATTERY JUMPER TERMINALS
55	15031888	1	SPECIAL Battery Charger SPECIAL BATTERY CHARGER, KUSSMAUL LPC 1200 W/REMOTE BAR GRAPH DISPLAY
56		1	**ENG Battery Charger Note: Chassis Division to provide/install battery charger & Auto Eject (if applicable)
57	15030430	1	120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT, 90° OPENING COVER 091-55-20-120
58		1	**ENG Shoreline Inlet Location = Driver's side of Cab, standard location.
59		1	**ENG Shoreline Cover Color = Red.
60		1	**ENG Shoreline Cover Opening = Half-Open (90 Degrees)
61	14022120	1	FRONT AXLE, HENDRICKSON STEERTEK NXT 20,000 LB.
62	41022120	1	FRONT SUSPENSION, HENDRICKSON 20,000 LBS. (4) 56" LEAFS
63	41040510	1	STEER ASSIST
64	43010305	1	FRONT TIRES, GOODYEAR 385/65R22.5 LRJ G296 22.5 x 12.25 WHEELS
65	14510520	1	REAR AXLE, MERITOR RS-24-160 24,000 LB.
66	14530100	1	TOP SPEED, 68 MPH
67	42010010	1	REAR SUSPENSION, FIREMAAX 24,000 LBS. AIR RIDE
68	44010308	1	REAR TIRES, GOODYEAR 12R22.5 X 8.25 LRH ENDURANCE RSA HIGHWAY 24,000 - 27,000 GVWR
69	42910300	1	TIRE PRESSURE MONITOR, QUICK PRESSURE
70	44210100	1	WHEELS, ALUM, ACCURIDE (max 27K rear)
71	44270100	1	HUB COVERS, FRONT & REAR, POLISHED STS (Single Axle)
72	44270300	1	CHROME LUG NUT CAPS, FRONT & REAR (Single Axle)
73	44271100	1	MUD FLAPS, FRONT (PAIR)
74	44271200	1	MUD FLAPS, REAR (PAIR)
75	54010010	1	DATA, SAFETY & WARNING TAGS APPLICATION, ADHESIVE
76	16010265	1	BRAKES STEERTEK DISC PLUS EX225 FRONT, MERITOR DISC PLUS EX225 REAR (SINGLE AXLE)

Line	Item #	Qty	Item Description/Comments
77	18010041	1	AIR BRAKE SYST 4 TANKS WABCO 1200 DRYER (24K, 27K)
78	18030010	1	AIR BRAKE RELEASE VALVE, WABCO
79	18020000	1	CENTRAL LOCATION FOR AIR TANK DRAINS
80		1	**ENG Specify Central Location for Air Tank Drain Valves = Under L1 Compartment
81	18030140	1	AIR INLET CONNECTION
82		1	**ENG Standard Air Inlet Location = Left hand side of Driver's step well.
83	18030150	1	AUXILIARY AIR INLET CONNECTION
84		1	**ENG Air Inlet Location = STANDARD LOCATION = LEFT HAND SIDE OF DRIVER'S STEP WELL.
85	18033000	1	KUSSMAUL 091-28 AIR EJECT W/FEM COUPLING
86		1	**ENG Air Eject Location = Determined at Pre-Con.
87		1	**ENG Air Eject Cover Color = Yellow.
88	18035110	1	AIR COMPRESSOR, KUSSMAUL AUTO PUMP AC, 100PSI
89	18220500	1	NO ELEC STABILITY CONTROL SYS
90	18110050	1	WABCO 4 CHANNEL ANTI-LOCK BRAKES W/ASR (24K, 27K)
91	53510000	1	COMPRESSION FITTINGS ON AIR SYSTEM (CHASSIS)
92	54010000	1	MISCELLANEOUS ITEMS ON CHASSIS
93	54088888	1	SPECIAL ITEM, SPECIAL ITEM, AIR BRAKE SYST 4 TANKS, BENDIX AD-IP AIR DRYER
94		1	**CLAR NOTES, SPECIAL ITEM, AIR BRAKE SYST 4 TANKS, BENDIX AD-IP AIR DRYER A SPECIAL ITEM, AIR BRAKE SYST 4 TANKS, BENDIX AD-IP AIR DRYER WILL BE PROVIDED. REFERENCE HS-7380. ITEM # 18088888.
95	10310110	1	CAB
			CAB
96	11023250	1	CAB TSAL4E 73" 10" RR 1/2
97	11030025	1	CAB CERTIFICATION - STRUCTURAL INTEGRITY

Line	Item #	Qty	Item Description/Comments
98	11030950	1	CAB LOCKDOWN LATCHES
99	11031025	1	CAB TILT SYSTEM, AIR CONTROL VALVE
100		1	**ENG Cab Tilt Controls = Officer's side Pump Panel.
101	11031100	1	MANUAL BACK-UP TILT SYSTEM
102	11031355	1	CAB DOORS, BARRIER STYLE (4)
103	11031365	1	LOWER CAB STEP WELLS, RAPTOR (BLACK) & TREADPLATE BACK & SIDE WALLS (EA) (4)
104	11031387	1	CAB STEPS, LOWER GRIP STRUT, INTERMEDIATE DIAMONDPLATE
105	11031399	1	CAB STEP LIGHTING, TECNIQ E45 LED STRIP LIGHTS
106	11031421	1	CAB DOOR WINDOWS, POWER (4)
107	11031400	1	DELETE CAB SIDE WINDOWS
108	11031460	1	NO WINDOWS, BACK WALL OF CAB
109	11031465	1	WINDOW TINTING (LIMO TINT 8%) - EACH (2)
110	52010010	1	ELECTRIC INTERMITTENT WIPERS
111	52030200	1	WINDSHIELD WASHER RESERVOIR
112	38028888	1	SPECIAL Mirror RAMCO Heated & Remote RGT Cowl MNT LFT Door MOunt
113		1	**CLAR NOTES, Ramco, Heated & Remote Mirrors
114	11024405	1	UPPER GRILLE, LEVEL STYLE FACADE (X SERIES)
115	11024510	1	FLAMING “S” LOGO, UPPER GRILLE, ILLUMINATED
116	11024615	1	LOWER GRILLE, POLISHED STAINLESS, LASER CUT LETTERING W/ BACKLIGHTING
117		1	**ENG Design for lower grille w/LED backlight = "SUTPHEN" Blue LED. (Note: Text cannot be larger than air cut-outs.)
118	32588888	1	SPECIAL ITEM, ELECTRIC KEYLESS ENTRY DOOR LOCKS
119		1	**CLAR NOTES, ELECTRIC KEYLESS ENTRY DOOR LOCKS Electric keyless entry door locks will be provided.

Line	Item #	Qty	Item Description/Comments
120	32588888	1	SPECIAL ITEM, KEYLESS ENTRY OVERRIDE
121		1	**CLAR NOTES, KEYLESS ENTRY OVERRIDE Keyless entry override will be provided.
122	32588888	1	SPECIAL ITEM, SPECIAL ITEM, (2) TWO SWITCHES, DRIVER CONTROLS, CAB DOOR LOCK/UNLOCK, BODY DOOR LOCK/UNLOCK
123		1	**CLAR NOTES, SPECIAL ITEM, (2) TWO SWITCHES, DRIVER CONTROLS, CAB DOOR LOCK/UNLOCK, BODY DOOR LOCK/UNLOCK WILL BE PROVIDED. (2) MOMENTARY SWITCHES, LOCATION = UPPER CONSOLE #1. 1 FOR CAB, 1 FOR BODY. REFERENCE HS-7380. ITEM # 32588888.
124	20028888	1	SPECIAL Bumper BUMPER, 12" WUI, PAINTED FORMED STEEL CHANNEL
125		1	**CLAR NOTES, SPECIAL ITEM, 12" WUI BUMPER, WILL BE PROVIDED. NO STORAGE WELL, W/ ANGLED TOW EYES OUT THE TOP, PAINTED JOB COLOR. BUMPER SIDES, PAINTED STEEL, W/POCKET (12_ 24" EXTENSION). A BLACK PROTECTIVE RAPTOR COATING WILL BE PROVIDED, ALONG THE TOP EDGE OF BUMPER. REFERENCE HS-7380, ITEM# 20028888.
126		1	**ENG Siren Speaker Perforations = No Speaker Perforations in Bumper.
127	20029830	1	BUMPER SIDES, PAINTED STEEL, W/POCKET (12-24" EXTENSION)
128	20042140	1	PROTECTIVE BUMPER COATING, RAPTOR, TOP EDGE OF FRONT BUMPER
129		1	**ENG Protective Bumper Coating Color = Black.
130	12028888	1	SPECIAL Air Horns SPECIAL ITEM, AIR HORNS, DUAL AIR HORNS, 1 HADLEY H00871A ROUND 24.5", 1 HADLEY ROUND, 19", THRU BUMPER
131		1	**CLAR NOTES, SPECIAL ITEM, AIR HORNS, DUAL AIR HORNS, 1 HADLEY H00871A ROUND 24.5", 1 HADLEY ROUND, 19", THRU BUMPER WILL BE PROVIDED. REFERENCE HS-7380. ITEM #32588888.
132		1	**ENG Air Horns Location: Outboard, (1) each side.
133	12030088	1	SPECIAL Air Horn Cutout AIR HORN CUTOUTS THRU BUMPER, ROUND, NO PERFORATIONS
134		1	**CLAR NOTES, AIR HORN CUTOUTS THRU BUMPER, ROUND, NO PERFORATIONS. PRICING INCLUDED IN WUI BUMPER UP CHARGE. REFERENCE HS-7380. ITEM# 12030025.
135	12030205	1	AIR HORNS WIRED TO STEERING WHEEL BUTTON
136	12040010	1	MOMENTARY SWITCH ON DASH, OFFICER'S SIDE

Line	Item #	Qty	Item Description/Comments
137	12510109	1	ELEC SIREN, WHELEN 295HFSA7, REMOTE FLUSH MOUNT WITH REMOVABLE MIC
138	12620200	1	SIREN SPEAKER, 100W, WHELEN, SA314B, BLACK FINISH
139	12670110	1	SIREN SPEAKER(S) INSTALLED BEHIND CAB GRILLE
140	32520520	1	HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS
141		1	**ENG Headlight Interior Finish = Chrome.
142	48010300	1	FRONT TURN SIGNALS, WHELEN 400 SERIES LED (4)
143	32530700	1	DAYTIME RUNNING LIGHTS
144	32530754	1	ICC, LED BROW LIGHT INTEGRATED MARKERS
145	27022130	1	HANDRAILS, CAB EXTERIOR, KNURLED STAINLESS STEEL (2) SIDE
146	27030610	1	COAT HOOKS ON UPPER GRAB HANDRAILS, DRIVER'S SIDE (1)
147	27030650	1	COAT HOOKS ON UPPER GRAB HANDRAILS, OFFICER'S SIDE (1)
148	27030710	1	HANDRAILS, FRONT OF CAB, KNURLED STAINLESS STEEL (PAIR)
149	27025000	1	HANDRAILS, CAB INTERIOR, BLACK RUBBER COATED (2) FRONT ENTRY
150	27025510	1	HANDRAILS, CAB INTERIOR, KNURLED STAINLESS STEEL (2) REAR ENTRY
151	27030120	1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) AND KNURLED STS AT WINDOW (2)
152	27040100	1	INTERIOR DOOR, NYLON STRAP
153	11032021	1	EXTERIOR COMPT, SIDE OF EXT CAB, 66" H, DS
154	11032410	1	EXTERIOR COMPARTMENT DOOR LOCK
155	11032200	1	INTERIOR ACCESS, NOT PROVIDED
156	11032110	1	OPENING TO DRIVER'S SIDE CREW SEAT COMPT
157	11032071	1	EXTERIOR COMPT, SIDE OF EXT CAB, 66" H, OS
158	11032410	1	EXTERIOR COMPARTMENT DOOR LOCK
159	11032200	1	INTERIOR ACCESS, NOT PROVIDED
160	11032120	1	OPENING TO OFFICER'S SIDE CREW SEAT COMPT

Line	Item #	Qty	Item Description/Comments
161	11035420	1	DIAMONDPLATE CAB ROOF 30" x FULL WIDTH
162	31010285	1	INTERIOR, MULTISPEC BLACK SPECKLE PAINT W/GRAY-BLACK DURAWEAR
163	11032929	1	DOOR PANEL, FULL STS
164	90600220	1	REFLECTIVE MATL, INTERIOR CAB DOORS, CHEVRONS, REFLEXITE
165		1	**ENG Reflective Striping Color = MATCH REAR CHEVRON AND HS-7380.
166		1	**ENG Reflective Striping Verbiage = "SUTPHEN"
167	31010291	1	CAB INTERIOR FLOOR COVERING, BLACK RUBBERIZED
168	22510100	1	ENGINE ENCLOSURE, FULL LENGTH
169	22510530	1	ENGINE ENCLOSURE COVERING, SCORPION BLACK URETHANE BLEND
170	11031680	1	CENTER CONSOLE W/MAP BOOK STORAGE, TOP OF ENGINE ENCLOSURE
171	22610055	1	ENGINE HOOD LIGHT, LED (2)
172	11031509	1	GLOVE BOX, FDNY STYLE
173	11031702	1	UPPER CREW DOOR AREA, GLOVE BOX HOLDERS (FLAT BACK)
174	31088888	1	SPECIAL ITEM, SPECIAL ITEM, Clip Board on glove box cover
175		1	**CLAR NOTES, Clip Board On Glove Box Door A stainless steel clipboard will be attached to the glove box door. Reference HS-7380.
176	31088888	1	SPECIAL ITEM, SPECIAL ITEM, BULLARD QXT BUNDLE
177		1	**CLAR NOTES, BULLARD THERMAL IMAGER QXT BUNDLE A Bullard QXT Bundle Thermal Imager Red/Black with Truck mount will be provided and mounted in cab. Exact location tbd precon.
178	31088888	1	SPECIAL ITEM, SPECIAL ITEM, COMMUNICATIONS EQUIPMENT
179		1	**CLAR NOTES, COMMS EQUIPMENT: - MOTOROLA APX6500 05 800MHZ HEAD UNITS (TWO) - ANTENNA FOR ABOVE LAIRD A8063 800-896 MHZ 3db, OPEN COIL MOBILE ANTENNA 14" - KENWOOD NX5700 VHF HEAD UNIT (TWO HEAD UNITS) - ANTENNA FOR ABOVE MWV1365S 136-174 MHZNO TUNE WIDEBAND VHF ANTENNA 21"

Line	Item #	Qty	Item Description/Comments
180	31088888	1	SPECIAL ITEM, SPECIAL ITEM, ENGINE HOOD LIGHT, (LED) 1 FIRETECH, FT-CU-AQX WHITE HOUSING WIRED BATTERY HOT
181		1	**CLAR NOTES, SPECIAL ITEM, ENGINE HOOD LIGHT, (LED) 1 FIRETECH, FT-CU-AQX WHITE HOUSING, WILL BE PROVIDED. IT WILL BE WIRED BATTERY HOT. REFERENCE HS-7380. ITEM # 22610050.
182	29810100	1	CHASSIS ELECTRICAL DESCRIPTION
183	30010130	1	INSTRUMENTATION, AMETEK W/ CENTER & OVERHEAD CONSOLES
			Upper Command Console:
184		1	**ENG Overhead Console Panel's Finish: Black Wrinkle.
185		1	**ENG Overhead Console Position 1 #1 MASTER EMERGENCY #2 FRONT SCENE #3 LEFT SCENE #4 RIGHT SCENE #5 REAR SCENE #6 WORK LIGHTS #7 LEFT ALLEY LIGHT #8 RIGHT ALLEY LIGHT #9 CAB LOCK/UNLOCK #10 BODY LOCK/UNLOCK
186		1	**ENG Overhead Console Position 2 TRAFFIC ADVISOR CONTROL HEAD
187		1	**ENG Overhead Console Position 3 HVAC CONTROLS, CAMERA MONITOR BELOW HVAC.
188		1	**ENG Overhead Console Position 4 CHASSIS INDICATORS, DOOR OPEN INDICATORS, SEAT BELT MONITOR, DECK GUN
189		1	**ENG Overhead Console Position 5 FIRECOM CONTROL HEAD
190		1	**ENG Overhead Console Position 6 STEREO AM/FM/WB/BT
191		1	**ENG Overhead Console Position 7 STACKED MOTOROLA ON BOTTOM KENWOOD ON TOP
192	30010508	1	LOWER COMMAND CONSOLE, X10HD
193		1	**ENG Lower Command Console Finish: Black Urethane.
194		1	**ENG Lower Console Panel's Finish: Black Wrinkle.

Line	Item #	Qty	Item Description/Comments
195		1	**ENG Lower Console Position 1 TRANSMISSION T-HANDLE SHIFTER, PARK BRAKE TO THE LEFT OF T-SHIFTER.
196		1	**ENG Lower Console Position 2 #1 JAKE BRAKE ON/OFF #2 JAKE BRAKE HI/MED/LOW #3 TRANS RETARDER #4 HIGH IDLE #5 CITY HORN/AIR HORN #6 DCDL ACTIVATION #7 ASR SWITCH
197		1	**ENG Lower Console Position 3 SIREN HEAD MOUNTED LOW POWER POINTS NOTED BELOW
198		1	**ENG Lower Console Position 4 BLANK
199		1	**ENG Lower Console Position 5 #1 MASTER EMERGENCY #2 AIR HORN #3 FRONT SCENE #4 LEFT SCENE #5 RIGHT SCENE #6 REAR SCENE #7 BLANK
200	30010710	1	CAB PUMP SHIFTER, AIR (FOR HALE G-SERIES / WATEROUS C20 PUMP TRANSMISSION)
201	30011000	1	PUMP INTERLOCK, NOT CONNECTED WITH ODOMETER
202	30031610	1	DO NOT MOVE LIGHT, WHELEN TIR3 LED
203		1	**ENG Details for Door Ajar Light = COLOR = RED LENS COLOR = CLEAR BEZEL = BLACK
204		1	**ENG Door Ajar Light Location = Centered below upper command console.
205	29930200	1	MAPBOOK SLOT ON BREAKER PANEL
206	29910100	1	PROGRAMMABLE LOAD MANAGER, CLASS-1 SUPERNODE II
207	30031100	1	HIGH IDLE SWITCH
208	11040000	1	CAB ACCESSORY FUSE PANEL
209	84541540	1	POWER & GROUND STUDS, UPPER COMMAND CONSOLE
210		1	**ENG Requirements (AMPS) for Power/Ground Studs in Upper Command Console: (1) 12-volt 60-amp, direct to the battery ignition off. (1) 12-volt 30-amp switched battery first position on ignition switch. (1) 12-volt 30-amp ignition power second position on ignition switch. (1) 12-volt 125-amp ground.

Line	Item #	Qty	Item Description/Comments
211	84541545	1	POWER & GROUND STUDS, LOWER COMMAND CONSOLE
212		1	**ENG Requirements (AMPS) for Power/Ground Studs in Lower Command Console: (1) 12-volt 60-amp, direct to the battery. (1) 12-volt 30-amp controlled by the ignition switch. (1) 12-volt 125-amp ground.
213	84541550	1	POWER & GROUND STUDS, UNDER OFFICER'S SEAT
214		1	**ENG Requirements (AMPS) for Power/Ground Studs Under Officers Seat: (1) 12-volt 40-amp controlled by the battery switch. (1) 12-volt 60-amp controlled by the ignition switch. (1) 12-volt 60-amp, direct to the battery. (1) 12-volt 100-amp ground.
215	30110000	1	VEHICLE DATA RECORDER, AKRON/WELDON
216	30088888	1	SPECIAL ITEM, SPECIAL ITEM, POWER 7 GROUND STUDS FORWARD OVERHEAD STORAGE, DRIVERS SIDE
217		1	**CLAR NOTES, SPECIAL ITEM, MOVE POWER & GROUND STUDS FROM UNDER OFFICER'S SEAT TO FORWARD OVERHEAD STORAGE, DRIVERS SIDE. REFERENCE HS-7380. ITEM #84588888. There shall be a minimum of four (4) threaded power studs provided to accommodate the future installation of two-way radio BRAINS. The studs shall be wired as follows: • One (1) 12-volt 40-amp controlled by the battery switch • One (1) 12-volt 60-amp controlled by the ignition switch • One (1) 12-volt 60-amp, direct to the battery • One (1) 12-volt 100-amp ground
218	30088888	1	SPECIAL ITEM, SPECIAL ITEM, UPGRADE 12V USB POWER POINTS TO KUSSMAUL 091-264-N, (3)
219		1	**CLAR NOTES, SPECIAL ITEM, UPGRADE 12V USB POWER POINTS TO KUSSMAUL 091-264-N, (3) USB POWER POINT LOCATION #1 = LOWER CONSOLE POSITION 3, DRIVER'S CORNER USB POWER POINT LOCATION #2 = LOWER CONSOLE POSITION 3, OFFICER'S CORNER USB POWER POINT OCATION #3 = FORWARD FACING CREW SEAT BOX, BETWEEN SEATS
220	30088888	1	SPECIAL ITEM, SPECIAL ITEM, RELOCATE PUMP SHIFT, LEFT OF STEERING COLUMN UNDER DASH
221		1	**CLAR NOTES, SPECIAL ITEM, RELOCATE PUMP SHIFT, LEFT OF STEERING COLUMN UNDER DASH. REFERENCE HS-7380.
222	33510030	1	INTERIOR CAB LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
223	34010030	1	INTERIOR CREW LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
224	28010750	1	DEFROSTER, HEATER & A/C, SEVERE CLIMATE (TM-31)

Line	Item #	Qty	Item Description/Comments
225	28090003	1	HEAT TO FEET
226	28090100	1	A/C TO FACE
227	28030500	1	DEFROSTER DUCTWORK, ENTIRE WINDSHIELD
228	11031687	1	TOP HEAT/AC STORAGE, TOOL MOUNTING PLATE, 25” x 19.5”
229	38528888	1	SPECIAL Driver's Seat DRIVER'S SEAT, BOSTROM SIERRA HIGH BACK AIR RIDE ABTS (VINYL PLUS, LOW SEAM)
230		1	**CLAR NOTES, SPECIAL ITEM, DRIVER'S SEAT, BOSTROM SIERRA HIGH BACK AIR RIDE ABTS (VINYL PLUS, LOW SEAM), GRAY VINYL.
231	38320000	1	HELMET STORED IN COMPARTMENT
232	39028888	1	SPECIAL Officer's Seat OFFICER'S SEAT, BOSTROM SIERRA 500 HIGH BACK ABTS AIR RIDE (VINYL PLUS, LOW SEAM)
233		1	**CLAR NOTES, SPECIAL ITEM, DRIVER'S SEAT, BOSTROM SIERRA HIGH BACK AIR RIDE ABTS (VINYL PLUS, LOW SEAM), GRAY VINYL.
234	39030020	1	OFFICER’S SEAT COMPT, FRONT DOOR
235	38320000	1	HELMET STORED IN COMPARTMENT
236	11031842	1	EMS CABINET, REAR FACING, EXTERIOR HINGED
237	11032410	1	EXTERIOR COMPARTMENT DOOR LOCK
238	11032200	1	INTERIOR ACCESS, NOT PROVIDED
239	11032315	1	ADJUSTABLE SHELVES, NOT PROVIDED
240	11031842	1	EMS CABINET, REAR FACING, EXTERIOR HINGED
241	11032410	1	EXTERIOR COMPARTMENT DOOR LOCK
242	11032200	1	INTERIOR ACCESS, NOT PROVIDED
243	11032315	1	ADJUSTABLE SHELVES, NOT PROVIDED
244	39528888	1	SPECIAL Crew Seat 3 Air Ride Non SCBA Seat VINYL Plus Low Seam
245		1	**CLAR NOTES, Special Crew Seat Non SCBA VINYL Plus Low Seam Special crew seat non scba VINYL plus low seam. Reference HS-7380.

Line	Item #	Qty	Item Description/Comments
246	38320000	1	HELMET STORED IN COMPARTMENT
247	39528888	1	SPECIAL Crew Seat 4 Air Ride Non SCBA Seat VINYL Plus Low Seam
248		1	**CLAR NOTES, Special Crew Seat AIR RIDE Non SCBA VINYL Plus Low Seam Special crew seat AIR RIDE, non scba VINYL plus low seam. GRAY VINYL. Reference HS-7830. Reference HS-6403 Buckeye AZ.
249	38320000	1	HELMET STORED IN COMPARTMENT
250	39550100	1	SEAT COLOR, GRAY
251	38410000	1	SEAT BELT WARNING SYSTEM, AKRON / WELDON
252	39710015	1	CREW SEAT COMPT, FRONT DROP-DOWN DOORS (73" CAB)
253	39588888	1	SPECIAL ITEM, SPECIAL ITEM, CREW SEAT COMPT, BOLT ON REMOVABLE PANELS WITH GASKET SEALS (73” CAB).
254		1	**CLAR NOTES, SPECIAL ITEM, CREW SEAT COMPT, BOLT ON REMOVABLE PANELS WITH GASKET SEALS (73” CAB). REFERENCE HS-7380. ITEM#39710019. THIS IS FOR ACCESSING THE TRANSVERSE AREA UNDER THE SEATS IF EQUIPMENT GETS STUCK., WHILE RETAINING CLEAN CAB CONCEPT.
255	11031745	1	OVERHEAD STORAGE, FRONT OF 10" RR W/DOORS
256	84541601	1	MOUNTING OF CUSTOMERS RADIO-DUAL HEAD
257		1	**ENG Radio Make & Model = - MOTOROLA APX6500 05 800 MHZ & KENWOOD NXS5700 VHF
258		1	**ENG Radio Head Mounting Location = Overhead Command Console Position 7.
259		1	**ENG Radio Unit Mounting Location = Under Officer's Seat. (Remote Head Radio)
260	84541700	2	INSTALLATION OF CUSTOMERS 2-WAY RADIO ANTENNA (2)
261		1	**ENG Antenna Termination Location #1 = Under Officer's Seat. (Remote Head Radio)
262		1	**ENG Antenna Termination Location #2 = TBD @ Precon.
263	30080150	1	HD STEREO, JENSEN, AM/FM/WB/BT
264	84560230	1	CAMERA SYSTEM, SAFETY VISION SV-CLCD0-70 (WIRED)
265		1	**ENG Camera Mounting Location Rear of Body.
266		1	**ENG Camera Monitor Mounting Location TBD @ Precon.

Line	Item #	Qty	Item Description/Comments
267	11088888	1	SPECIAL ITEM, SPECIAL ITEM, FIRECOM WIRED INTERCOM SYSTEM
268		1	**CLAR NOTES, SPECIAL ITEM, FIRECOM WIRED INTERCOM SYSTEM 4 - USER FIRECOM WIRED INTERCOM SYSTEM WIRED INTERCOM, FIRECOM 5200D, DUAL RADIOS, 4 POSITION (2) UH-51 WIRED HEADSET UNDER HELMET RADIO TRANSMIT (2) 10069919 (2) UH-54 WIRED HEADSET UNDER HELMET ON/OFF INTERCOM (2) 10069921 (1) 5200D DIGITAL INTERCOM 2 RADIO (1) AX 10082417 (4) 107-0407-10 HM-10 HEADSET MODULE SINGLE (4) AX 10049676 (4) ANGER HOOK, YELLOW NFPA FOR HEADSET (4) AX 10069178 (10) 351-0002-07 RJ CONN 6 POSITION PLUG 6P6C CRIMP ON PLUG (1) 108-0102-00 CABLE 6C FLAT 150' SPOOL (1) AX 10003503 110-5136-30 1 MR-52X,MOTOROLA, 4 FT. Motorola AXP 6500 (1) AX 10052464 110-5160-30 1 MR-60X, KENWOOD,TK5710,ACC.PORT (1) AX XXXXXXXX (2) 15'-extension extends standard 4' MR Cable to 19' (2) AX 10102512 Control Head Location = Upper Console Position #5
269		1	**CLAR NOTES, --Stereo to have recessed speakers above driver and officer
270	10310200	1	PUMP & PLUMBING
			PUMP & PLUMBING
271	60080022	1	PUMP, HALE QMAX XS 2000 GPM SINGLE STAGE
272	60025000	1	GEARBOX, HALE, G-SERIES, REAR MOUNTED
273	60025960	1	PUMP GEARBOX YOKE, 1810
274	60026025	1	MECHANICAL PUMP SEAL, HALE (PRG)
275	60031005	1	ALLOY ANODES, HALE (2)
276	60035123	1	PUMP TEST, THIRD PARTY TESTING
277	61510000	1	AUXILIARY COOLER (HEAT EXCHANGER)
278	62010002	1	STAINLESS STEEL PIPING
279	66090010	1	3" TANK-TO-PUMP W/CHECK VALVE
280	61729120	1	VALVE, AKRON, HEAVY DUTY
281	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1

Line	Item #	Qty	Item Description/Comments
282	73090001	1	TANK FILL 2"
283	61729120	1	VALVE, AKRON, HEAVY DUTY
284	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
285	61090009	1	PRESSURE GOVERNOR, FIRE RESEARCH, PUMP BOSS
286	61290020	1	INTAKE PRESSURE CONTROL, TFT A1860
287		1	**CLAR NOTES, SET @ 150PSI.
288	63021500	1	6" MAIN SUCTION, LEFT SIDE
289	63035100	1	TFT BALL INTAKE VALVE
290		1	**ENG TFT Ball Valve Part Number = TFT, JUMBO BIV 4.0”F X 6.0”FAX7HNP-NX
291	65090000	1	2.5" LEFT SIDE INLET
292	61729120	1	VALVE, AKRON, HEAVY DUTY
293	61770905	1	ACTUATOR, VALVE, SWING CONTROL
294	60036010	1	THREADS, NST
295	63025500	1	6" MAIN SUCTION, RIGHT SIDE
296	63035100	1	TFT BALL INTAKE VALVE
297		1	**ENG TFT Ball Valve Part Number = TFT, JUMBO BIV RC 4.0"F X 6.0"FAX7HNP-NX-RC, REMOTE CONTROL, REMOTE MOUNTED ON DRIVER PANEL
298	64090000	1	2.5" RIGHT SIDE INLET
299	61729120	1	VALVE, AKRON, HEAVY DUTY
300	61770905	1	ACTUATOR, VALVE, SWING CONTROL
301	60036010	1	THREADS, NST
302	70525900	1	2.5" DISCHARGE, LEFT - POSITION 1
303	61729120	1	VALVE, AKRON, HEAVY DUTY
304	61770915	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 W/ RACK & SECTOR
305	77090000	1	GAUGE, DISCH, CLASS 1 2.5"

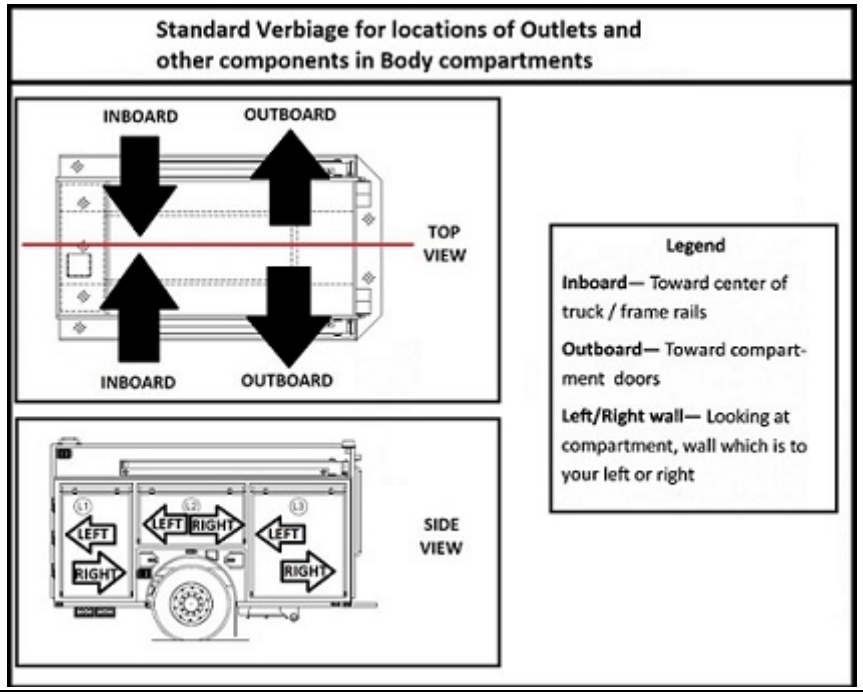
Line	Item #	Qty	Item Description/Comments
306	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
307	60036010	1	THREADS, NST
308	61840100	1	ADAPTER, 2.5"NST FE X 1.5" NST M W/CAP & CHAIN
309	70525900	1	2.5" DISCHARGE, LEFT - POSITION 2
310	61729120	1	VALVE, AKRON, HEAVY DUTY
311	61770915	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 W/ RACK & SECTOR
312	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
313	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
314	60036010	1	THREADS, NST
315	61840100	1	ADAPTER, 2.5"NST FE X 1.5" NST M W/CAP & CHAIN
316	71025900	1	2.5" DISCHARGE, RIGHT - POSITION 3
317	61729120	1	VALVE, AKRON, HEAVY DUTY
318	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
319	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
320	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
321	60036010	1	THREADS, NST
322	61840100	1	ADAPTER, 2.5"NST FE X 1.5" NST M W/CAP & CHAIN
323	71025908	1	3" DISCHARGE W/4" OUTLET, RIGHT - POSITION 4
324	61729160	1	VALVE, AKRON, SLOW CLOSE
325	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
326	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
327	61810160	1	DISCHARGE TERMINATION, STRAIGHT
328	60036010	1	THREADS, NST
329	71590000	1	DISCHARGE, 2.5" LEFT REAR

Line	Item #	Qty	Item Description/Comments
330	61729120	1	VALVE, AKRON, HEAVY DUTY
331	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
332	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
333	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
334	60036010	1	THREADS, NST
335	61840100	1	ADAPTER, 2.5"NST FE X 1.5" NST M W/CAP & CHAIN
336	72590002	1	DECK GUN DISCHARGE 3"
337	61729160	1	VALVE, AKRON, SLOW CLOSE
338	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
339	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
340	72570110	1	DECK GUN TERMINATION, FLANGED
341	72554800	1	MONITOR, AKRON APOLLO 3423 W/QUAD STACKED TIPS & STREAM SHAPER
342	72570200	1	EXTEND-A-GUN, TASK FORCE TIPS XG18, MANUAL
343	72890005	1	CROSSLAY, ONE 2.5" & SPEEDLAYS, TWO 2" W/SWIVELS & POLY LIFT-OUT TRAYS
344		1	**ENG Crosslay Hose Load Requirement = 2.5" Crosslay 200' 2.5" DJ Two Speedlays 150' each of 1.75" DJ
345	61729120	3	VALVE, AKRON, HEAVY DUTY (3)
346	61770900	3	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 (3)
347	77090000	3	GAUGE, DISCH, CLASS 1 2.5" (3)
348	60036010	3	THREADS, NST (3)
349	72854500	2	ADDITIONAL POLY TRAY (EA) (2)
350	72910807	1	COVERS, ALUM/WEBBING FOR CROSSLAY/SPEEDLAY
351		1	**ENG Crosslay/Speedlay Side Covers Color = Black.
352	72932230	1	COVER FASTENERS, METAL AIRPLANE LATCHES

Line	Item #	Qty	Item Description/Comments
353		1	**ENG Specify details for side covers: Number of flaps, fasteners & and how they terminate (manufacturer's discretion or customer specified?) = CROSSLAY/SPEEDLAY COVER'S, Two (2) cover's per side. Reference HS-7380.
354	84090003	1	BOOSTER REEL, LOW PRESSURE, W/150' OF 1" HOSE & NOZZLE, MTD IN DUNNAGE AREA (SM)
355	61729120	1	VALVE, AKRON, HEAVY DUTY
356	61770930	1	ACTUATOR, VALVE, AIR, W/ TOGGLE SWITCH
357	60036010	1	THREADS, NST
358		1	**ENG Booster Reel Nozzle = Special
359		1	**ENG Booster Reel Nozzle, Special = Booster Reel Nozzle = TFT BUBBLE CUP DS1024BCP
360	80488888	1	SPECIAL ITEM, SPECIAL ITEM, ADD SECOND SET OF BOOSTER REEL ROLLERS AND A SECOND REWIND SWITCH
361		1	**CLAR NOTES, LOCATION = OFFICER'S SIDE DUNNAGE AREA. SPECIAL ITEM, ADD SECOND SET OF BOOSTER REEL ROLLERS AND A SECOND REWIND SWITCH
362		1	**CLAR NOTES,
363	61742000	1	MASTER PUMP DRAIN, MULTIPORT
364	61790510	11	DRAIN VALVES, HALE, LIFT-UP (11)
365	10310210	1	FOAM SYSTEM
			FOAM SYSTEM
366	73570305	1	FOAM SYSTEM, FOAMPRO 2001, 2.6 GPM
367		1	**ENG Class of Foam = Class A Foam
368	73531400	1	FOAM TANK 25 GALLON BUILT INTO BOOSTER TANK
369	73588888	1	SPECIAL ITEM, Foam Capable Discharges (6)
370		1	**CLAR NOTES, FOAM CAPABLE DISCHARGES (5) Customer desires the following discharges be foam capable: Booster Reel 2.5" Transverse Pre-connect Upper Speedlay Lower Speedlay Rear 2.5" Discharge

Line	Item #	Qty	Item Description/Comments
			Customer is aware system will not supply all of these discharges accurately as system is 2.6 gpm.
371	10310220	1	PUMP PANEL
			PUMP PANEL
372	74914130	1	PRG SM3 - SIDE MOUNT PUMP PANEL (CROSSLAY/SPEEDLAYS)
373	74928130	1	PUMP MODULE LENGTH, 51"
374	74929130	1	HALE PUMP MODULE CONFIGURATION, SIDE MOUNT, CROSSLAY W/ SPEEDLAYS
375	74930730	1	PANEL FINISH, BLACK POWDERCOAT (PRG)
376		1	**ENG Pump Panel Label Verbiage Standard = Yes.
377	74931055	1	COLOR CODING (PRG)
378		1	**ENG Color Coding Standard = Yes.
379	74931290	1	PUMP MODULE FRAMEWORK, SWIRL FINISH
380	74931390	1	PUMP FINISH, PAINTED BY PUMP MFG
381	74931590	1	PLUMBING FINISH, NON-PAINTED
382		1	**ENG Non-Painted Plumbing = Stainless steel welds shall be treated/coated.
383	74931692	1	EXTERIOR DUNNAGE AREA PANEL, BLACK POWDERCOAT
384	75088888	1	SPECIAL ITEM, SPECIAL ITEM, 47" PUMP PANEL
385		1	**CLAR NOTES, SPECIAL ITEM, 47" PUMP PANEL SPECIAL ITEM, 47" PUMP PANEL DUE TO MECHANICAL SEALS.
386	75040230	1	FLOATING TROUGH IN RUNNING BOARD, BOTH SIDES
387		1	**ENG Running Board Trough Cover = Velcro Straps.
388	75088888	1	SPECIAL ITEM, 45° on both ends of each trough, Drain holes in each trough, Relief cut outs at Main Drain Valve for easy removal
389		1	**CLAR NOTES, SPECIAL ITEM, FLOATING TROUGH IMPROVEMENTS 45° on both ends of each trough, Drain holes in each trough, Relief cut outs at Main Drain Valve for easy removal.

Line	Item #	Qty	Item Description/Comments
390	75590010	1	PUMP OPERATOR LIGHTS, LED (PRG)
391	75590110	1	PUMP PANEL LIGHTS OFFICER'S SIDE, LED (PRG)
392	76090002	1	PUMP PANEL GAUGES & CONTROLS (PRG)
393	60090030	1	PUMP PRIMER, TRIDENT, AIR
394	60028310	1	(1) PRIMER BUTTON - MAIN SUCTION
395	76025110	1	COMPRESSION FITTINGS ON AIR SYSTEM (PRG PUMP MODULE)
396	76031960	1	AIR OUTLET, BOTH SIDES OF PUMP PANEL, WITH 25' OF HOSE
397	76030900	1	HALE TRV-L THERMAL RELIEF VALVE WITH LIGHT AT PUMP PANEL
398	76031900	1	AIR HORN PUSH BUTTON SWITCH ON PUMP PANEL
399	75588888	1	SPECIAL ITEM, Air Horn Switch, Both Sides
400		1	**CLAR NOTES, Both Pump Panels (Driver & Officers side) to have an Air Horn push button switch, to be labeled EVACUATION.
401	76590000	1	GAUGES, MASTER, CLASS 1 4.5" (PRG)
402	77590000	1	GAUGE, WATER LEVEL, CLASS 1, INTELLI-TANK ITL-4
403	77590040	1	GAUGE, FOAM LEVEL, CLASS 1, INTELLI-TANK ITL-4
404		1	**ENG Class of Foam for Foam Gauge = Class A.
405	76588888	1	SPECIAL ITEM, TWO WHELEN 500 LED MONSTER GAUGES
406		1	**CLAR NOTES, WHELEN 500 SERIES LED MONSTER GAUGES Two (2) Whelen 500 series LED Monster Gauges (Multicolor), will be provided and installed, one on each side of cab, behind crew door high.
407	10310230	1	WATER TANK
			WATER TANK
408	83525200	1	WATER TANK BRAND, UPF
409	83590004	1	WATER TANK, 750 GAL, POLY
410	10310300	1	BODY

Line	Item #	Qty	Item Description/Comments
			BODY
411	80089500	1	BODY SUBFRAME, PROGRAM 1 PUMPER
412	80189520	1	BODY G2 - ALUM 40/51 LAD CHUTE
413	80245012	1	UPPER HATCH COMPARTMENT, LEFT & RIGHT SIDES
414	10310302	1	BODY COMPARTMENTS
			BODY COMPARTMENTS
			
415	81130200	1	ADJUSTABLE SHELF [L1] (1)
416	81150100	2	250# ROLL OUT DRAWER ADJUSTABLE TRACK [L1] (2)
417	80250100	1	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [L1] (1)
418	80280410	1	3/16" ALUMINUM MOUNTING PLATE (PER WALL) [L1] (1)
419	80588888	1	SPECIAL ITEM, SPECIAL ITEM, LAYOUT DESCRIPTION
420		1	**CLAR NOTES, SPECIAL ITEM, LAYOUT DESCRIPTION Shelf Located above Drawers. Located 18” from the floor will be a 12” Drawer, then above this drawer there will be a 10” Drawer. 3/16" ALUMINUM BACKING PLATE; Location = Back Wall.

Line	Item #	Qty	Item Description/Comments
421	80250100	1	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [L2] (1)
422	80280410	1	3/16" ALUMINUM MOUNTING PLATE (PER WALL) [L2] (1)
423	80588888	1	SPECIAL ITEM, LAYOUT DESCRIPTION
424		1	**CLAR NOTES, LAYOUT DESCRIPTION 3/16" ALUMINUM BACKING PLATE, Location = Back Wall
425	81130200	2	ADJUSTABLE SHELF [L3] (2)
426	81140100	1	FIXED VERTICAL DIVIDER [L3] (1)
427	81150000	1	250# ADJUSTABLE VERTICAL SLIDE-OUT PANEL [L3] (1)
428	80250100	1	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [L3] (1)
429	80280410	2	3/16" ALUMINUM MOUNTING PLATE (PER WALL) [L3] (2)
430	80588888	1	SPECIAL ITEM, LAYOUT DESCRIPTION
431		1	**CLAR NOTES, LAYOUT DESCRIPTION TWO (2) ADJUSTABLE SHELFS, Location = to the left of the fixed divider FIXED VERTICAL DIVIDER, Located 30” from Left wall 250# Adjustable Slide-Out Panel, Centered to the right of fixed vertical divider. 3/16" ALUMINUM BACKING PLATE, Location = Tool Board 1 per side
432	81130200	2	ADJUSTABLE SHELF [R1] (2)
433	80250100	1	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [R1] (1)
434	80280410	1	3/16" ALUMINUM MOUNTING PLATE (PER WALL) [R1] (1)

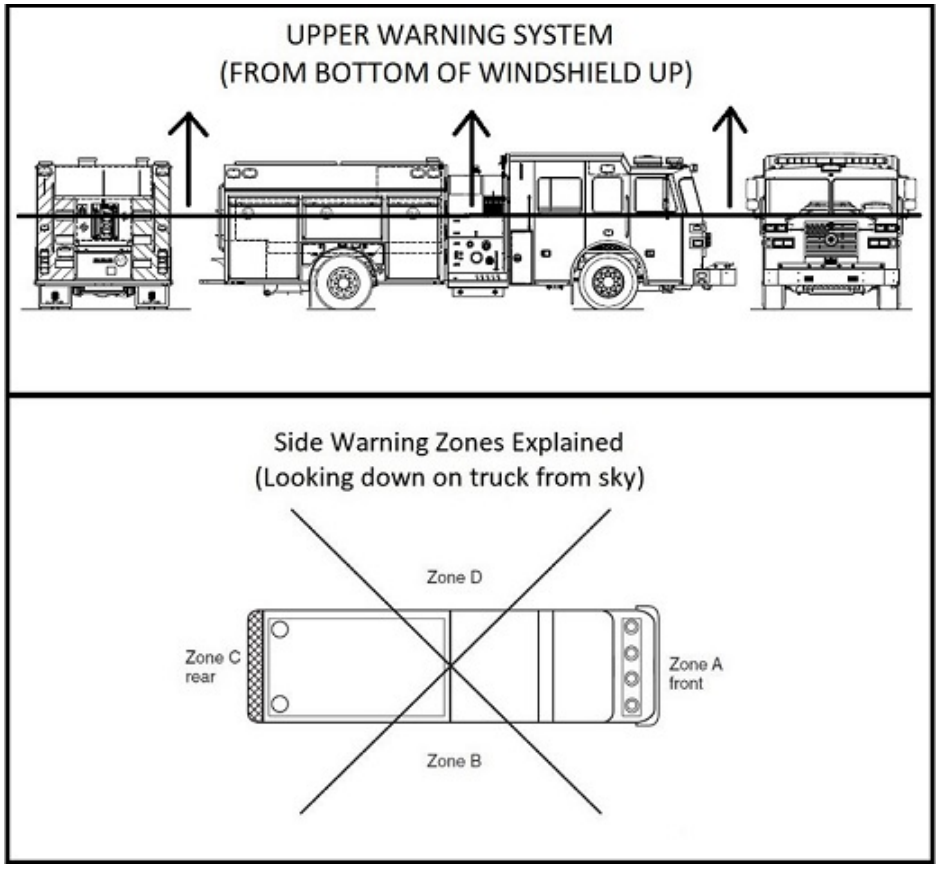
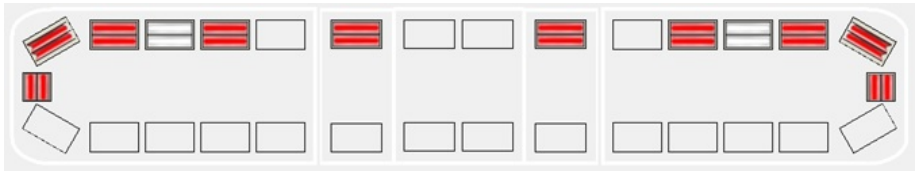
Line	Item #	Qty	Item Description/Comments
435	81088888	1	SPECIAL ITEM, LAYOUT DESCRIPTION
436		1	**CLAR NOTES, LAYOUT DESCRIPTION ADJUSTABLE SHELFS, 1 = Shallow 1 = Full 3/16" ALUMINUM MOUNTING PLATE (PER WALL) [R1] (1), Location = Back Wall, High
437	81088888	1	SPECIAL ITEM, SPECIAL ITEM, BOXED IN OPENNING BETWEEN R1 AND R2 COMPARTMENT, UP TO 10" WIDE X UP TO 24" TALL
438		1	**CLAR NOTES, SPECIAL ITEM, BOXED IN OPENING BETWEEN R1 AND R2 COMPARTMENT, UP TO 10" WIDE X UP TO 1 24" TALL, FOR LONG HANDLE TOOLS.
439	80250100	1	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [R2] (1)
440	80280410	1	3/16" ALUMINUM MOUNTING PLATE (PER WALL) [R2] (1)
441	81088888	1	SPECIAL ITEM, LAYOUT DESCRIPTION
442		1	**CLAR NOTES, LAYOUT DESCRIPTION 3/16" ALUMINUM MOUNTING PLATE (PER WALL) [R2] (1), Location = Back Wall
443	81088888	1	SPECIAL ITEM, SPECIAL ITEM, BOXED IN OPENNING BETWEEN R2 AND R3 COMPARTMENT, UP TO 10" WIDE X UP TO 24" TALL
444		1	**CLAR NOTES, SPECIAL ITEM, BOXED IN OPENING BETWEEN R2 AND R3 COMPARTMENT, UP TO 10" WIDE X UP TO 1 24" TALL, FOR LONG HANDLE TOOLS.
445	81130200	2	ADJUSTABLE SHELF [R3] (2)
446	81140100	1	FIXED VERTICAL DIVIDER [R3] (1)
447	81150305	1	600# SLIDE-MASTER TRAY, 100% SLIDEOUT [R3] (1)
448	80250100	1	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [R3] (1)
449	80280410	1	3/16" ALUMINUM MOUNTING PLATE (PER WALL) [R3] (1)
450	81088888	1	SPECIAL ITEM, LAYOUT DESCRIPTION

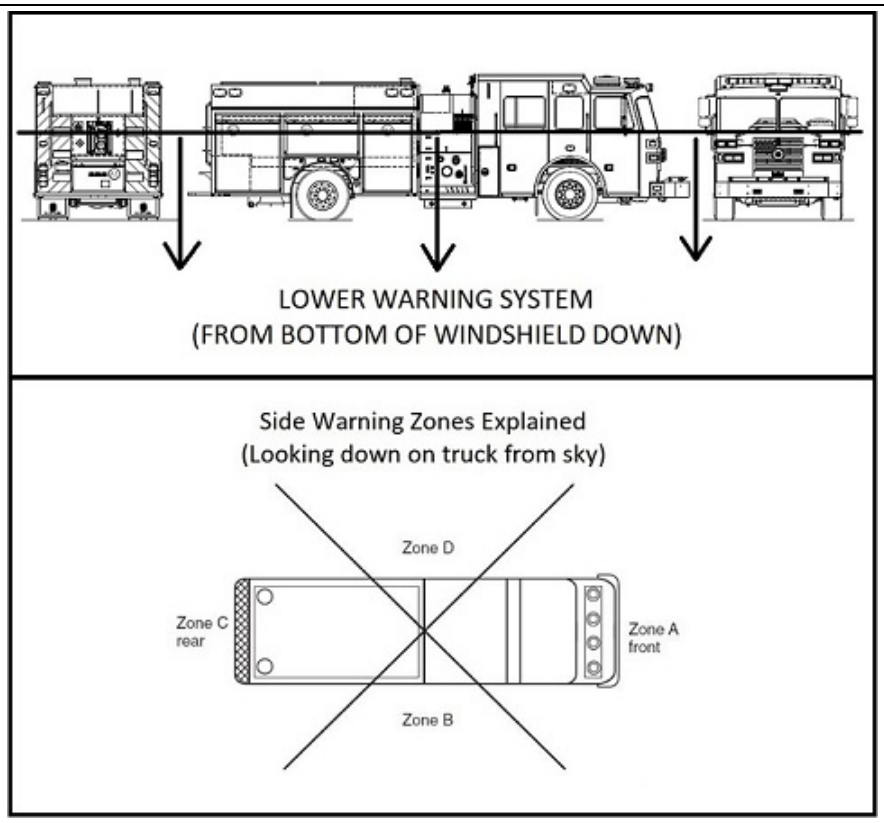
Line	Item #	Qty	Item Description/Comments
451		1	**CLAR NOTES, LAYOUT DESCRIPTION ADJUSTABLE SHELF (R3) (2), 1 = Shallow 1 = Full Location = Right of divider FIXED VERTICAL DIVIDER [R3] (1), Location = Centered 3/16" ALUMINUM MOUNTING PLATE (PER WALL) [R3] (1), Location = Back Wall 600# SLIDE-MASTER TRAY, 100% SLIDEOUT [R3] (1), LOCATION = LEFT OF DIVIDER
452	81130200	1	ADJUSTABLE SHELF [A1] (1)
453	80250100	1	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER [A1] (1)
454		1	**ENG Turtle Tile Color = Black
455	81165705	1	UNISTRUT TRACK IN COMPTS
456	80290015	1	COMPT DOORS, ROM ROLL-UP, SATIN FINISH
457	80230600	1	DOOR SILL PROTECTION, BODY COMPTS, PROTEC, CLEAR FILM
458	80225000	1	REAR COMPT DOOR (A1) ROM ROLL-UP, SATIN FINISH
459	80230660	1	DOOR SILL PROTECTION, REAR COMPT, PROTEC, CLEAR FILM
460	80230008	7	PULL CORDS FOR ROLL-UP DOORS (7)
461		1	**ENG Doors to have pull cords = All
462	80230003	7	ROLL-UP DOOR DRIP PAN/GUARD (WITH DRAIN) (7)
463		1	**ENG Doors to have splash guards w/drains = All

Line	Item #	Qty	Item Description/Comments
464	80230300	1	COMPT INTERIOR FINISH, SMOOTH
465	80230200	7	COMPT DOOR LOCKS, KEYED ALIKE (7)
466	84531215	1	COMPT LIGHTING, TECNIQ LED E44 LIGHT STRIPS, 2 PER COMPT
467	80288888	1	SPECIAL ITEM, MODIFIED G2 BODY
468	80288888	1	SPECIAL ITEM, COMPT DOOR LOCKS KEYED ALIKE
469		1	**CLAR NOTES, COMPARTMENT DOOR LOCKS KEYED ALIKE All compartment doors to be keyed alike.
470	80288888	1	SPECIAL ITEM, ELECTRONIC BODY DOOR LOCKS
471		1	**CLAR NOTES, ELECTRONIC BODY DOOR LOCKS Electronic body door locks to be provided & tied into cab door lock system.
472	10310305	1	BODY EXTERIOR
			BODY EXTERIOR
473	81380000	1	HOSEBED W/REMOVABLE ALUMINUM FLOORING
474		1	**ENG List the Hose Bed Hose Load Req. = HOSEBED LOAD 1000' 4" DJ X2 400' 2.5" DJ X2 Highrise Bundles & Gazner Packs
475	81330100	1	STANDARD HOSEBED HEIGHT
476	81410200	1	COVER, ALUMINUM 2 PC, MAIN HOSE BED
477	81331155	1	ALUM HOSEBED COVER SUPPORT, REMOVABLE REAR
478	81431210	1	REAR HOSEBED COVER, WEBBING
479		1	**ENG Hosebed Cover Color = Black.
480	81440230	1	COVER FASTENERS, METAL AIRPLANE LATCHES
481		1	**ENG Specify number of rear flaps, fasteners & and how they terminate (manufacturer's discretion or customer specified?) = 1 full size, attached to the removable bar

Line	Item #	Qty	Item Description/Comments
482	81330303	1	HOSE BED DIVIDERS, ADJ (3)
483	81332115	1	HOSEBED LIGHTING, SIDES, TECNIQ E44 LED LIGHT STRIPS
484	81388888	1	SPECIAL ITEM, SPECIAL ITEM, GAZNER PACK STORAGE
485		1	**CLAR NOTES, SPECIAL ITEM, GAZNER PACK STORAGE Gazner pack storage, above A1 compartment, size 22" wide 16" tall 39" deep, "D" handle latch with door prop, bottom surface to incorporate a plastic sliding surface. REFERENCE HS-7380 - RICK CAMPBELL ITEM # 81388888.
486	81910100	1	HANDRAILS, KNURLED STS
487	82290010	1	STEPS, FRONT BODY, IC FOLD DOWN W/LIGHT
488		1	**ENG Step Light Color = Blue.
489	82390005	1	STEPS, REAR BODY (IC FOLD DOWN W/LIGHT)
490	82510000	1	RUB RAILS, ANODIZED ALUM
491	83010050	1	ALUMINUM TREADPLATE (ALUM PPR, PRG1, C-SER, TANKER)
492	83030350	1	REAR STEP/TAILBOARD CORNERS, 45 DEGREE (PRG1)
493	89988888	1	SPECIAL ITEM, SPECIAL ITEM, SUTPHEN FABRICATED I-ZONE HOSE HOOKS MOUNTED AT REAR OF APPARATUS
494		1	**CLAR NOTES, SPECIAL ITEM, SUTPHEN FABRICATED I-ZONE HOSE HOOKS MOUNTED AT REAR OF APPARATUS iSutphen Fabricated I-ZONE HOSE HOOKS Two (2) I-Zone hose hooks, will be provided and mounted on rear of body. Approximate location, chest high outboard. Exact location TBD at Mid-Inspection. REFERENCE HS-7380 - RICK CAMPBELL. ITEM # 89988888.
495	80290051	1	8 SCBA CYLINDER COMPTS (2 TRIPLE-FMI, 2 SINGLES-SIG4)
496		1	**ENG Triple Bottle Compartment Location = Triple Bottle Compartments = Front of wheel well each side Single Bottle Compartments = Rear of wheel well each side
497	80290310	2	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT (2)
498	80290420	2	DOOR FINISH, BRUSHED STAINLESS, TRIPLE SCBA COMPT (2)
499	88520300	1	DELETE 6" SUCTION HOSE
500	88540550	1	DELETE STD SUCTION HOSE MTG

Line	Item #	Qty	Item Description/Comments
501	88550300	1	STRAINER NOT PROVIDED
502	89988888	1	SPECIAL ITEM, FLIP-UP TAILBOARD
503		1	**CLAR NOTES, FLIP UP TAILBOARD ILOS, Tailboard shall be a 14" flip-up style with 45 degree corners and notched if needed to not block rear tailights when up and secured. BOTH TOP & BOTTOM SURFACES WILL BE GRIP STRUT. REFERENCE HS-7380 - RICK CAMPBELL.
504	89988888	1	SPECIAL ITEM, RUB RAIL REFLECTIVE STRIPING
505		1	**CLAR NOTES, RUB RAIL REFLECTIVE STRIPING WITHIN THE RUB RAIL, REFLECTIVE STRIPING ARROW TAPE WILL BE INSTALLED, WITH ARROWS POINTING TO FRONT OF TRUCK, FOR PASSIVE TRAFFIC SAFETY ASSISTANCE. Reference HS-7380 & HS-3274 REFURB.
506	83030705	1	REAR FENDERS, ALUMINUM TREADPLATE
507	89028888	1	SPECIAL Ladder Package ILOS, DUO SAFETY GROUND LADDERS W/Shoes
508		1	**CLAR NOTES, ILOS, DUO SAFETY GROUND LADDERS W/Shoes Duo safety ground ladders all with shoes: 900A 24' 2 section 775A 14' roof 10' folding attic ladder
509	89590002	1	LADDER CHUTE W/BACKBOARD STORAGE & PIKE POLE STORAGE
510	89520220	1	LADDER ENCLOSURE, SMOOTH ALUM DOOR
511	10310310	1	ELECTRICAL
			ELECTRICAL
512	84550110	1	LICENSE PLATE BRACKET W/ LIGHT, LED
513	84511100	1	BODY ELECTRICAL DESCRIPTION
514	84520000	1	BACK UP ALARM, ECCO SA917
515	85010302	1	TAILLIGHTS, WHELEN 600 SERIES, LED STOP/TAIL/TURN/REVERSE, QUAD HOUSING (PAIR)
516		1	**ENG Tail Light Housing Color = Chrome.
517	85110100	1	ICC LIGHTS, LED

Line	Item #	Qty	Item Description/Comments
518	85510200	1	STEP LIGHTS, LED, REAR BODY & WHELEN 2G AT PUMP PANEL
519	85710010	1	UNDERCARRIAGE GROUND LIGHTS, TRUCK-LITE #44042C LED
520	86520300	1	REAR WORK LIGHTS, (2) FIRETECH WL-2000-F-B, LED
521	86600000	1	OPTICAL WARNING SYSTEM, UPPER (PUMPER)
			
522	86610120	1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 12 MODULES
			
523		1	**ENG Zone A, Upper Lightbar Color / Details = Standard.
524	86928888	1	SPECIAL Opticom2 SPECIAL ITEM, OPTICOM, INSTALLED IN LIGHT BAR, F4500S STROBE (FOR WHELEN LIGHTBAR)
525		1	**CLAR NOTES, SPECIAL ITEM, OPTICOM, INSTALLED IN LIGHT BAR, F4500S STROBE (FOR WHELEN LIGHTBAR) SPECIAL ITEM, OPTICOM, INSTALLED IN LIGHT BAR, F4500S STROBE (FOR WHELEN LIGHTBAR)

Line	Item #	Qty	Item Description/Comments
526	86699998	1	UPPER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), COVERED BY ZONES A & C (Surface Mount)
527	86710300	1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED, 900 SERIES SURFACE MOUNT, 90**5F*R (QTY 4)
528		1	**ENG Zone C, Upper Rear Beacon Color/Details = Color = Red Lens Color = Red
529	86899998	1	UPPER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), COVERED BY ZONES A & C (Surface Mount)
530	87100000	1	OPTICAL WARNING SYSTEM, LOWER (PUMPER)
			
531	87110110	1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN 600 SUPER LED, 60*02F*R (QTY 4)
532		1	**ENG Zone A, Lower Warning Light Color, Lens Color, Details = Color = Red Lens Color = Red (2) Inboard lights to be Steady Burn
533	87811130	1	LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS)
534		1	**ENG Zone A, Lower - Front, Mounting Location = (2) Warnings in top headlight housing, each side.
535	87210100	1	LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 2), ION T-SERIES LED, TLI* (QTY 1)
536		1	**ENG Zone B, Lower Officer's Side Warning Light Color, Lens Color, Details = TBD

Line	Item #	Qty	Item Description/Comments
537	87812110	1	LOWER, ZONE B - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
538		1	**ENG Zone B, Lower - Officer's Side, Mounting Location = -(1) Warning Light near the front corner of the Apparatus. -(1) Warning Light near the rear Axle. -(1) Warning Light near the rear corner of the Apparatus. -Reference Shop Order Drawing for lights and placement.
539	87310100	1	LOWER WARNING LIGHTS, ZONE C (REAR), WHELEN 600 SUPER LED, 60*02F*R (QTY 2)
540		1	**ENG Zone C, Lower Rear Warning Light Color, Lens Color, Details = TBD
541	87410100	1	LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 2), ION T-SERIES TLI* (QTY 1)
542		1	**ENG Zone D, Lower Driver's Side Warning Light Color, Lens Color, Details = TBD
543	87814110	1	LOWER, ZONE D - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
544		1	**ENG Zone D, Lower - Driver's Side, Mounting Location = -(1) Warning Light near the front corner of the Apparatus. -(1) Warning Light near the rear Axle. -(1) Warning Light near the rear corner of the Apparatus. -Reference Shop Order Drawing for lights and placement.
545	87537742	1	ADDITIONAL WARNING LIGHTS, WHELEN 900 SERIES LED, 90**5F*R (PAIR) (1)
546		1	**ENG Whelen 900 LED Warning Light Color = Red.
547		1	**ENG Whelen 900 LED Lens Color = Red.
548		1	**ENG Whelen 900 LED Mounting Location = DRAWING
549	87040000	1	TRAFFIC ADVISOR, WHELEN LED, TAL65 36"
550	88393000	1	SCENE LIGHTS, FIRETECH 30K LUMENS, 12V LED, 72" 3-PIECE BROW, FT-B-72-ML-3PKIT-* (1)
551		1	**ENG ICC Cab Marker Lights Integrated in Brow Light = Yes
552	88393052	8	SCENE LIGHT, FIRETECH GUARDIAN ELITE 20K, 12V LED, SURFACE MOUNT, FT-GESM (8)
553		1	**ENG Scene Light Details = Mounting Location = -(2) Side of Cab, 1 each side -(2) Side of Body, left side -(2) Side of Body right side Switched = Overhead Console Position 1 Left Scene, Right Scene -(2) Mounted Rear of Body Switched = Overhead Console Position 1, Lower Console Position 5 Rear Scene Reverse Activated Bezel = Chrome
554	88399940	4	ADDITIONAL SWITCH, 3-WAY FOR 12V LIGHTS (EA) (4)

Line	Item #	Qty	Item Description/Comments
555		1	**ENG Location & Function for Additional 3-Way Switches 12V = Location & Function for Additional 3-Way Switches 12V = Officer side switches
556	86588888	1	SPECIAL ITEM, 4 Four Additional 3-way Switches = Officers Side Switches Reference HS-7380
557		1	**CLAR NOTES, SCENE LIGHT, FIRETECH GUARDIAN ELITE 20K, 12V LED, SURFACE MOUNT, FT-GESM (8) Mounting Location = -(2) Side of Cab, 1 each side -(2) Side of Body, left side -(2) Side of Body right side Switched = Overhead Console Position 1 Left Scene, Right Scene -(2) Mounted Rear of Body Switched = Overhead Console Position 1, Lower Console Position 5 Rear Scene Reverse Activated Bezel = Chrome
558	10310410	1	PAINT & FINISH
			PAINT & FINISH
559	89910010	1	CORROSION REDUCTION PROGRAM (PROPOSALS)
560	90010020	1	PAINT SCHEME
561	90030004	1	PAINT, SINGLE TONE
562		1	**ENG Single Tone Paint Color = Red.
563	90030154	1	PAINT FRAME RAILS & BODY REAR DROP - BLACK
564	90030190	1	TEXTURED FRAME RAIL COATING
565	90030015	1	A/C CONDENSER PAINTED ROOF COLOR
566		1	**ENG Note Paint AC Condenser Color = Roof Color
567		1	**CLAR NOTES, REFERENCE HS-7380 DRAWING DATED 08/22/2022 & HS-5451.
568	90510100	1	LETTERING, NOT PROVIDED
569	90530005	8	ADDITIONAL 3" 22KT LETTERS (EACH) (8)
570	90530010	18	ADDITIONAL 4" 22KT LETTERS (EACH) (18)
571	90530030	34	ADDITIONAL 8" 22KT LETTERS (EACH) (34)
572	90530305	1	BASIC 22KT GOLD FIRE DEPT EMBLEMS (Pair)

Line	Item #	Qty	Item Description/Comments
573	90588888	1	SPECIAL ITEM, FLAG GRAPHICS SIDE OF BODY, (PAIR)
574		1	**CLAR NOTES, FLAG GRAPHICS SIDE OF BODY, (PAIR) SPECIALITEM, FLAG GRAPHICS SIDE OF BODY, (PAIR). REFERENCE HS-7380 DRAWING DATED 08/22/2022 & HS5471.
575	90610200	1	6" SCOTCHLITE STRIPE AROUND TRUCK
576	90630100	2	1" SCOTCHLITE STRIPE ABOVE OR BELOW - EACH (2)
577	90680120	1	CHEVRON STRIPING, REAR BODY OUTBOARD, REFLEXITE
578		1	**ENG Chevron Striping, Rear Body Color = #030 Red Transparent & #018 Yellow.
579	90680320	1	CHEVRON STRIPING, ABOVE REAR COMPT DOOR, REFLEXITE
580		1	**ENG Chevron Striping, Above Rear Compartment Door Color = #030 Red Transparent & #018 Yellow.
581	90684120	1	CHEVRON STRIPING, LADDER ENCLOSURE DOOR, REFLEXITE
582		1	**ENG List Special Lettering/Striping Details = Reference HS-7380 & HS-5451.
583	10310420	1	EQUIPMENT
			EQUIPMENT
584	91010000	1	MISC EQUIP - (1) PINT TOUCH-UP PAINT, STAINLESS STEEL NUTS & BOLTS
585	91088888	1	SPECIAL ITEM, DEALER SUPPLIED - SPECIAL ITEM, WHEEL CHOCK HWC7Y-WH Extruded Aluminum Yellow Part Number: 1114001156, 2 SHIPPED LOOSE, EACH (2)
586		1	**CLAR NOTES, DEALER SUPPLIED - SPECIAL ITEM, WHEEL CHOCK HWC7Y-WH Extruded Aluminum Yellow Part Number: 1114001156, 2 SHIPPED LOOSE, EACH (2)
587	91088888	1	SPECIAL ITEM, DEALER SUPPLIED - SPECIAL ITEM ***Rev B*** ***Rev B*** , KOCHECK K48-3 HYDRANT/SPANNER SET EACH (3)
588		1	**CLAR NOTES, DEALER SUPPLIED - SPECIAL ITEM, KOCHECK K48-3 HYDRANT/SPANNER SET EACH (3) KOCHECK K48-3 (3 sets per truck) Exact Mounting Location TBD @ Mid-Point Inspection
589	91088888	1	SPECIAL ITEM, DEALER SUPPLIED - SPECIAL ITEM, FLAG SPRING KIT (POLE, BRACKET, FLAG), 39" KIT ANGLED
590		1	**CLAR NOTES, DEALER SUPPLIED - SPECIAL ITEM, FLAG SPRING KIT (POLE, BRACKET, FLAG), 39" KIT ANGLED

Line	Item #	Qty	Item Description/Comments
			https://flagspring.com/products/flag-spring-kit **39" KIT ANGLED** **Exact Mounting Location TBD @ Mid-Point Inspection**
591	**91088888**	**1**	**SPECIAL ITEM, DEALER SUPPLIED - SPECIAL ITEM, DURASACK HEAVY DUTY BUILDER'S BAG**
592		**1**	****CLAR NOTES, DEALER SUPPLIED - SPECIAL ITEM, DURASACK HEAVY DUTY BUILDER'S BAG** **200 Gallon White Woven Polypropylene Construction and Demolition Bulk Bag - Pack of 10** **https://www.amazon.com/DURASACK-Heavy-Duty-Builders-Polypropylene/dp/B09MF9HMDB/ref=sr_1_1?crid=ZQQYZST2EP6M&keywords=%27Secbolt%2BAnti-UV%2BFIBC%2BBag&qid=1652475550&s=hi&sprefix=secbolt%2Banti-uv%2Bfibc%2Bbag%2Ctools%2C112&sr=1-1&th=1**
593	**91088888**	**1**	**SPECIAL ITEM, DEALER SUPPLIED - SPECIAL ITEM, SPECTRA MOBILE 15K 12 VOLT PORTABLE SCENE LIGHT SPA710-P15, EACH (2)**
594		**1**	****CLAR NOTES, DEALER SUPPLIED - SPECIAL ITEM, SPECTRA MOBILE 15K 12 VOLT PORTABLE SCENE LIGHT SPA710-P15, EACH (2)** **FRC Quote Number Q0039487 (2) per truck** **Exact Mounting Location TBD @ Mid-Point Inspection**
595	**91088888**	**1**	**SPECIAL ITEM, DEALER SUPPLIED - SPECIAL ITEM, VENTMASTER CUT-OFF SAW-K1-DG-14 FULL OPTION KIT, DEPTH GAUGE ROLLER, 1 RESCUE DIAMOND BLADE, (2) B380X BATTERY, C900X CHARGER, TEM TV402-101A**
596		**1**	****CLAR NOTES, SPECIAL ITEM, VENTMASTER CUT-OFF SAW-K1-DG-14 FULL OPTION KIT, DEPTH GAUGE ROLLER, 1 RESCUE DIAMOND BLADE, (2) B380X BATTERY, C900X CHARGER, TEM TV402-101A** **McAuliffe's Quote Number 189258-0** **Exact Mounting Location TBD @ Mid-Point Inspection**
597	**91088888**	**1**	**SPECIAL ITEM, DEALER SUPPLIED - SPECIAL ITEM, POWER BLOWER - VS1.2-18-0.9 ELECTRIC TAPP PPV, TEM 910-1825**
598		**1**	****CLAR NOTES, DEALER SUPPLIED - SPECIAL ITEM, POWER BLOWER - VS1.2-18-0.9 ELECTRIC TAPP PPV, TEM 910-1825** **McAuliffe's Quote Number 189258-0** **Exact Mounting Location TBD @ Mid-Point Inspection**
599	**91088888**	**1**	**SPECIAL ITEM, DEALER SUPPLIED - SPECIAL ITEM, , 2PC. M18 REDLITHIUM, MILWAUKEE BATTERY WITH CHARGER**

Line	Item #	Qty	Item Description/Comments
600		1	**CLAR NOTES, DEALER SUPPLIED - SPECIAL ITEM, , 2PC. M18 REDLITHIUM HIGH OUTPUT HD12.0 STARTER KIT, MILWAUKEE BATTERY WITH CHARGER Fastenal Quote Number 192735 Exact Mounting Location TBD @ Mid-Point Inspection
601	91088888	1	SPECIAL ITEM, DEALER SUPPLIED - SPECIAL ITEM, ZICO WALKAWAY SCBA BRACKETS SC-50-H
602		1	**CLAR NOTES, DEALER SUPPLIED - SPECIAL ITEM, ZICO WALKAWAY SCBA BRACKETS SC-50-H Installed in location = TBD (4) SC-50-H-6-30-5-SF-PHS
603		1	**CLAR NOTES, None
604	10310600	1	COMPLETION & WARRANTY
			COMPLETION & WARRANTY
605	99010100	1	MANUALS, ELECTRONIC VERSION (2-USB)
606	99031195	1	DEALER DELIVERY
607	99088888	1	SPECIAL ITEM, DEALER DELIVERY
608		1	**CLAR NOTES, An Allowance of $20,000 per unit is included in the price. These funds are to be used in event of errors and omissions in the specification process. Any unused funds will be credited on the final invoice.
609	99520110	1	WARRANTY, ONE YEAR
610	99521100	1	WARRANTY, FRAME, LIFETIME
611	99521200	1	WARRANTY, CAB STRUCTURAL, 10 YR.
612	99521300	1	WARRANTY, BODY STRUCTURAL, 10 YR.
613	99521400	1	WARRANTY, PAINT, 10 YR.
614	99521900	1	WARRANTIES, MAJOR VENDOR COMPONENTS
615	10310500	1	DEALER SUPPLIED
			DEALER SUPPLIED
616	Other	1	DEALER SUPPLIED - OTHER - TBD

Line	Item #	Qty	Item Description/Comments
617		**1**	**COOPERATIVE PURCHASING AGENCY FEES (Sourcewell)**

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Cummins Unveils X10 Fuel-Agnostic Engine

February 13, 2019 | Jack Roberts

The Cummins X10 engine is positioned to replace both the 8.9- and 10.8-engines in both medium- and heavy-duty applications.

Photo: Cummins

At a press event in Columbus, Indiana, in the summer of 2017, Cummins made it clear that all of its future engines, from the 2.8-liter to the 15-liter, would be designed to run on natural gas, a global standard for cleaner transportation options. Now, the global engine and automotive technology supplier has announced another major stepping stone on that journey with the release of its new X10 fuel-agnostic engine.

According to Cummins engineers, the X10 engine is positioned to replace both the 13-and X12 engines in heavy-duty vocational and trucking applications. It will also be complaint with U.S. EPA's 2027 regulations of 0.05 g/bhp-hr NOx.

Cummins intends to release the diesel version of the X15 first, with other versions for gaseous fuels coming to market later. The 15-liter displacement product slots into the customers' product portfolio complemented by the ISL7 and X15 and will serve vocational, transit, pickup and delivery and regional haul customers.

"We are committed to advancing diesel technology while our markets and our customers need it, but we're also looking to the future and the opportunity to leverage our natural gas experience as a leader in the medium and heavy-duty space," said Jack Sampiero, executive director of North America on highway at Cummins Inc. "We have applied those learnings to ensure the product will perform for our customers and the important jobs they need to do every day."

Did you know?
Cummins Inc. is also investing on the future of Truck Engines

Sampiero said that the X10 features the ratings and reliability to complete the mid-plex and exposed a familiar Cummins styling point these days. That diesel fuel and diesel engines will remain a critical technology for the commercial vehicle market for years to come, and Cummins will continue to support those markets and applications as it has historically.

Cummins said the new X10 diesel will emit 70% less NOx emissions than required at launch in 2024, it will also be compliant to the U.S. EPA's 2027 regulations while providing a 5% benefit in fuel economy improvement. The X10 architecture uses a ball-stream, high-output 48-inch injector, a new combustion system and a compression ratio that is optimized for maximum waste-heat recovery and for utilization in other advanced combustion technologies for further reductions in carbon emissions. customers may choose to use B20 or renewable diesel.

The engine can be paired with a variety of transmissions depending on the application, including the Eaton Cummins Endurant to enable additional drivability benefits and efficiency gains. The engine is also compatible with Cummins' aftertreatment system, as well as other powertrain applications. As extended maintenance intervals can help reduce costs to the fleet.

The engine is equipped with Accelera, a telematics system which provides digital connectivity and direct, immediate access to a range of applications and capabilities. These capabilities provide value throughout the lifecycle of the engine and include over-the-air calibration, predictive service recommendations and additional features that help fleets keep their trucks and equipment on the road.

Fuel-Agnostic Engine Platform

The new X10 engine is built on Cummins emerging fuel agnostic engine platform. These new fuel agnostic engine platforms feature a series of engine versions that are derived from a common base engine, which means they have some parts commonality. Below the hood gasket surface, the engines will share many components, but will have a few unique parts and component differences for different fuel types. Each engine version will operate using a different, single fuel. Cummins is offering a full portfolio of products in 2019 to cover the current emissions regulations. The company plans to launch its X15 natural gas engine in the 2020s. the X15N. Additionally, the ISL7 will be offered in diesel, natural gas, gasoline and propane.

Sampiero added that the new X10 engine will first be available in Europe and North America, and will be considered in other regions over time and eventually be adapted for use in off-highway markets as well.

For more information on Cummins technologies today, check out the HDT Talks Trucking Podcast with HDT editors Jim Park and Jack Roberts discussing what they learned during their visit to Cummins headquarters in the summer of 2019.

Read more about Cummins Engine

Jack Roberts
Senior Technology Editor

Jack Roberts is a Senior Technology Editor with Fleet Owner has become known for his reporting on technology and the commercial vehicle industry. Roberts has been a journalist for more than 15 years, and has covered the trucking industry since 2012. Roberts is a graduate of Penn State University and resides in Kentucky. He enjoys covering motorsports and medium-duty trucks and RVs.

2 Comments

Join the discussion...

1. **Bob Feldman** 2nd July 13, 2019 at 8:11 PM

Nice work but Cummins has made a big commitment to the diesel engine and will be offering other types of fossil fuels for fleets to transition. They apparently intend to have a home in every race.

See all comments

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The EPA's new all-new NOx emissions rules give truck and engine makers less than three years to pull off a minor engineering miracle. Will fleets prop trucks ahead of the deadline?

NEWS

Navistar Launches S13 Powertrain for Vocational Trucks

Navistar has launched its International S13 Integrated Powertrain for the vocational market, offering it in the International HV Series.

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All-Electric Trucks Unwrapped at Work Truck Show [Photos]

Check out a range of new battery-electric trucks that were rolled out for the first time on the show floor during Work Truck Week 2023.

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As the new original equipment and national account manager, Tim Kelly will be responsible for Double Coin brand truck tire sales into the OEM and fleet channels in North America.

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Phillips' Mexico Production Campus Expansion [Photos]

Take a virtual tour through photos of Phillips' production site in Arteaga, Mexico.

NEWS

Phillips Eyes Mexico as Production Hub for Truck, Trailer Products

A newly expanded 500,000-square-foot manufacturing campus in Arteaga, Mexico, will take the lead in producing Phillips Industries and Phillips Connect products destined for North American fleet customers.

NEWS

Workhorse Reveals All-Electric Medium-Duty Step Van

Workhorse Group lifted the curtain on its all-electric W56 Class 5 step van, a new zero-emissions vehicle that features a cost-reliant chassis and an ergonomically designed driver's cab area.

NEWS

Hino Debuts Electric Versions of M- and L-Series Medium-Duty Trucks

Hino rolled out the battery-electric Class 5 M5e cabover and Class 6 L6e conventional model during the Work Truck show in Indianapolis.

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The MD Electric, Mack's first electric medium-duty truck, was unveiled on March 8 at the 2023 Work Truck Show in Indianapolis.

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STANDARD VEHICLE WARRANTY

SUTPHEN CORPORATION (Sutphen) warrants to the original purchaser of a Sutphen vehicle, that it will provide for repairs to the Sutphen vehicle during the warranty period, in accordance with the following items, conditions, limitations and exclusions.

1. ---**What is covered except as otherwise stated below:** Sutphen shall provide repair or replacement, at the sole option of Sutphen, of any part of a Sutphen vehicle in which a defect in materials or workmanship appears under normal use, maintenance or service.

2. ---**Warranty period:** This limited warranty is in effect for a period of twelve (12) months or 24,000 miles, whichever comes first. The warranty period will begin on the date the vehicle is delivered to the original purchaser. This limited warranty is void if the odometer has been disconnected, its reading has been altered, or true and accurate mileage cannot be otherwise determined by Sutphen.

3. ---**Other warranties:** The manufacturers of other equipment and components, installed on the vehicle, including but not limited to engine, transmission, axles, pumps, tanks, and signaling devices and other installed equipment, may provide their own warranties. These warranties are separate from this limited warranty and shall constitute the sole and exclusive warranty for those specific covered components. Sutphen shall have no duty or obligation to repair or replace such components. Please review each manufacturer's warranty for descriptions and details of their respective warranty.

4. ---**Purchaser responsibilities:** Normal maintenance such as those detailed in the Sutphen Operation and Maintenance Manuals are the responsibility of the purchaser. A copy of maintenance documentation may be requested before approval is given for warranty repair. Failure to comply with such maintenance voids this limited warranty.

5. ---**What is NOT covered:** This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period.
   Examples of items not covered include, but are not limited to:
   A. Major components or trade accessories such as purchased chassis, engines, signaling devices, transmission, pump, tank, or generator that have a separate warranty by the original manufacturer, or equipment used in fire fighting.
   B. Unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
   C. Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
   D. Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
   E. Damage caused by failure to follow the requirements of the maintenance schedule, failure to maintain proper fluid and lubricant levels and failure to follow operating instructions.
   F. Normal maintenance such as lubrication, filter replacement, fluid replacement, belts, hoses, clutch, brake linings, brake drums, or disc brake rotors and electric accessories, etc.
   G. Batteries, tires, light bulbs.
   H. Towing charges and storage expenses.
   I. Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, lodging or travel costs, vacation pay, etc.
   J. Discharge and compound gauges from freezing.
   K. Leaking seals on discharge and suction valves.
   L. Damage caused from exposure to road de-icing compounds or use in an acidic environment.
   M. Hydraulic failures caused by incorrect or contaminated oil.
   N. This warranty terminates upon transfer of ownership of the vehicle from the original purchaser.
   O. Damage caused from not following cab and body washing and care procedures located on truck and in operation and maintenance manual.

6. ---**Obtaining repairs:**
   A. All limited warranty work must be authorized by Sutphen prior to repairs being attempted.
   B. To obtain limited warranty repairs the vehicle must be taken by customer to an Authorized Sutphen Service Center within the limited warranty period. To find the name and location of the nearest Authorized Sutphen Service Center in your area, call 1-866-287-5549 or write Sutphen Corporation / Warranty Admin, PO Box 1845, Springfield, OH 45501.
   C. Sutphen reserves the right to inspect the vehicle before repairs are made and Sutphen shall be deemed the sole judge as to whether there is a defect in materials or workmanship under normal use, maintenance or service.

continued

D. Any part or parts considered to be covered by the conditions of this limited warranty shall be returned, freight prepaid, to Sutphen, or to such other location as may be approved by the company. Replacement or repair of parts determined to be within this limited warranty shall be F.O.B. at Sutphen.
E. In an emergency, where an Authorized Sutphen Service Center is not reasonably available, contact Sutphen Service Department for instructions. Repairs may be performed, **at purchaser's risk**, at any available service establishment chosen by purchaser. Purchaser must contact Sutphen Service Department the first business day after completion of repairs. Approved repair invoices must be received by Sutphen within sixty (60) days of repairs. Upon Sutphen's receipt of invoice, Sutphen will review the invoice for reimbursement to the purchaser. Any reimbursement will consist only of the reasonable and customary repair expenses normally covered under this limited warranty. Sutphen will assume no liability and will not warrant the workmanship or components which are the subject of any reimbursement under this policy.

7. ---**Warranty limitations:**
A. Nothing contained in this warranty shall make Sutphen liable beyond the express limitations hereof, for loss, injury or damage of any kind to any person or entity resulting from any defect or failure in the machine.
B. To the extent permitted by law, this limited warranty is also in lieu of all other obligations or liabilities on the part of Sutphen or the Seller, including liability for incidental and consequential damages.
C. Sutphen makes no representation that the machine has the capacity to perform any functions other than as contained in the company's written literature, catalogs or specifications accompanying delivery of the machine.
D. No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of Sutphen in connection with sale, service or repair of any apparatus manufactured by the company.
E. Sutphen reserves the right to make design changes or improvements in it's products without imposing any obligation upon itself to change or improve previously manufactured products.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS, AND SUITABILITY FOR BUYER'S INTENDED USE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

For more information contact:
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PO Box 1845 • Springfield, OH 45501
Phone (937) 969-8851 • Toll Free (866) 287-5549

AERIAL PLATFORM AND AERIAL LADDER MECHANICAL WARRANTY TWO (2) YEARS

SUTPHEN CORPORATION (Sutphen) warrants the original user/purchaser that the mechanical components of a new aerial platform or aerial ladder is, and will remain, free of corrosion perforation, structural defects or failure provided that the components are used in a normal and reasonable manner. Mechanical components are defined as the hardware and mechanical items used on an aerial device. This Mechanical Warranty shall supplement the Standard Vehicle Warranty.

Sutphen's obligation under this limited warranty is subject to the conditions precedent (1) that the claimed failure shall have first appeared during the warranty period; (2) that the original purchaser shall have notified Sutphen in writing of the claimed failure within thirty (30) days after the claimed failure shall have first appeared, and (3) that, unless Sutphen directs otherwise, the claimed failed item or items shall have been returned to Sutphen, or to Sutphen designee, promptly after the notification, with transportation charges prepaid. Sutphen reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this warranty. Sutphen's obligation under this warranty is strictly limited to repair or replacement as the company may elect.

This limited warranty coverage shall be valid for a period of two (2) years from the delivery date to the original user/purchaser. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in an improper manner.

This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period. Examples of items not covered include, but are not limited to:

A. ---Major components or trade accessories that have a separate warranty by the original manufacturer, or equipment used in fire fighting.
B. ---Unauthorized alteration or modification to the vehicle, including the aerial, body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
C. ---Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
D. ---Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
E. ---Damage caused by failure to follow the requirements of the maintenance schedule, failure to maintain proper fluid and lubricant levels and failure to follow operating instructions.
F. ---Normal maintenance items such as lubrication, cables, shives, pivot bearings, pivot shafts, etc.
G. ---Towing charges and storage expenses.
H. ---Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, lodging or travel costs, vacation pay, etc.
I. ----Damage to discharge and compound gauges from freezing.
J. ----Leaking seals on discharge and suction valves.
K. ---Damage caused from exposure to road de-icing compounds or use in an acidic environment.
L. ---Hydraulic failures caused by incorrect or contaminated oil.
M. ---Hydraulic pressure caused by incorrect PSI settings.
N. ---Hydraulic cylinder seal after one (1) year service.
O. ---Electric reels, air reels, electric controls and components.

If proper maintenance has not been performed and documented on Sutphen Aerial Inspection forms and sent to Sutphen at time of check, all coverage is void.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS, AND SUITABILITY FOR BUYER'S INTENDED USE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

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AERIAL PLATFORM OR AERIAL LADDER STRUCTURAL & CORROSION WARRANTY THIRTY (30) YEARS

SUTPHEN CORPORATION (Sutphen) warrants the original user/purchaser that a new aerial platform or aerial ladder is, and will remain, free of corrosion perforation and structural defects, provided the aerial platform is used in a normal and reasonable manner. An aerial platform or aerial ladder is defined as the mechanically operated telescopic boom constructed of high-strength structural aluminum mounted on the fire truck. Excluded are all hardware, mechanical or electrical items, bucket, yoke and all normal wear items. Truck must be third party tested yearly. The Sutphen hourly maintenance schedule must be sent in to Sutphen for documentation that this work was performed per hourly schedule. This Structural Warranty shall supplement the Standard Vehicle Warranty.

Sutphen's obligation under this limited warranty is subject to the conditions precedent (1) that the claimed failure shall have first appeared during the warranty period; (2) that the original purchaser shall have notified Sutphen in writing of the claimed failure within thirty (30) days after the claimed failure shall have first appeared, and (3) that, unless Sutphen directs otherwise, the claimed failed item or items shall have been returned to Sutphen, or to Sutphen designee, promptly after the notification, with transportation charges prepaid. Sutphen reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this warranty. Sutphen's obligation under this warranty is strictly limited to repair or replacement as the company may elect.

This limited warranty coverage shall be valid for a period of thirty (30) years from the delivery date to the original user/purchaser. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in any improper manner.

This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period. Examples of items not covered include, but are not limited to:

A. ---Major components or trade accessories such as purchased chassis, engines, signaling devices, batteries, generators, tires, or transmissions that have a separate warranty by the original manufacturer, or to equipment used in fire fighting.
B. ---Unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
C. ---Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
D. ---Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
E. ---Damage caused by failure to follow the requirements of the maintenance schedule, failure to maintain proper fluid and lubricant levels and failure to follow operating instructions.
F. ---Towing charges and storage expenses.
G. ---Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, lodging or travel costs, vacation pay, etc.
H. ---Hydraulic pressures are not set to the correct PSI
I. ----Damage caused from exposure to road de-icing compounds or use in an acidic environment.
J. ----Hydraulic failures caused by incorrect or contaminated oil.
K. ---Hydraulic cylinder seal after one (1) year of service.

If proper maintenance has not been performed and documented on Sutphen Aerial Platform or Aerial Ladder Inspection forms and the forms sent to Sutphen at the time of check, all coverage is void.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS, AND SUITABILITY FOR BUYER'S INTENDED USE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

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CAB STRUCTURAL INTEGRITY WARRANTY TEN (10) YEARS

SUTPHEN CORPORATION (Sutphen) warrants the cab of each new custom fire and rescue vehicle manufactured by Sutphen to be free of structural failures caused by defective design or workmanship for a warranty period of ten (10) years after the date on which the vehicle is first delivered to the original purchaser or 100,000 miles, whichever occurs first. This warranty is limited to the cab tubular support and mounting structures and to the other structural components.

Sutphen's obligation under this warranty is limited to repairing or replacing, as Sutphen may elect, without charge to the original purchaser, the structural component or components which Sutphen, after examination, finds, to Sutphen's satisfaction, to have structurally failed due to defective design or workmanship.

Sutphen's obligation under this limited is subject to the conditions precedent: (1) that the claimed failure shall have first appeared during the warranty period; (2) that the original purchaser shall have notified Sutphen in writing of the claimed failure within thirty (30) days after the claimed failure shall have first appeared, and (3) that, unless Sutphen directs otherwise, the claimed failed item or items shall have been returned to Sutphen, or to Sutphen's designee, promptly after the notification, with transportation charges prepaid. Sutphen reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this warranty. Sutphen's obligation under this warranty is strictly limited to repair or replacement as the company may elect.The warranty is pro-rated for a period of ten (10) years from the date of delivery as follows: first three years, one hundred percent; four years, seventy-five percent; five years, fifty percent; six years, forty percent; seven years, twenty-five percent; eight years, twenty percent; nine years, fifteen percent; ten years, ten percent.

In advance of the original purchaser effecting repair of replacement of a structural component or components found by Sutphen to have structurally failed due to defective design or workmanship, approval for the repair or replacement must be obtained from Sutphen's Customer Service Department. Repair or replacement must be made by a facility approved in advance by Sutphen. Failure to obtain either or both of the advance approvals voids this warranty. Coverage under this warranty of labor for repair or replacement is limited to the time or amounts reasonably necessary, as determined by Sutphen, to make the repair or replacement. Labor time or amounts deemed excessive by Sutphen are not covered under this warranty.

Any repair or replacement effected by Sutphen under this limited warranty is itself warranted under this warranty for the duration of the warranty period subject, however, to the provisions of this warranty as are applicable to the structural component or components repaired or replaced by Sutphen. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in an improper manner.

This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period. Examples of items not covered include, but are not limited to:

A. ---Major components or trade accessories that have a separate warranty by the original manufacturer, or equipment used in fire fighting.
B. ---Unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
C. ---Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
D. ---Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
E. Damage caused by failure to follow the requirements of the maintenance schedule, failure to maintain proper fluid and lubricant levels and failure to follow operating instructions.
F. ---Towing charges and storage expenses.
G. ---Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, lodging or travel costs, vacation pay, etc.
H. ---Damage caused from exposure to road de-icing compounds or use in an acidic environment.
I. ----(1) Normal maintenance services or adjustments:(2) any item that has been repaired, replaced or altered by a facility not approved in advance by Sutphen Customer Service Department or in a manner which in Sutphen's judgment, may adversely affect the operation or longevity of the vehicle or item; (3) special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, or lost profits; (4) any malfunction resulting from misuse, negligence, alternation accident, or lack o f operational knowledge or normal maintenance or adjustments; (5) time required to unload or reload the vehicle or item; (6) nonstructural breakage or cracking; (7) material bending, buckling or other metal deformation unless caused by a structural failure of a structural component as identified in Sutphen's specifications, of the cab due to defective design or workmanship; or (8) transportation fees or charges to or from any facility.

continued

J.----This limited warranty is void if Sutphen determines that the vehicle or item has been neglected, misused, altered, overloaded, loaded beyond specified compartment weights limits, loaded to a state of excessive imbalance side to side, or damaged. This warranty is also void if Sutphen determines that the warranty claim is false or misrepresented, that the vehicle or item has been damaged in an accident or by an act of God, or that the structural failure is attributable to use or operation of the vehicle or item in a manner or for a purpose other than that for which Sutphen intended or designed the vehicle or item.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS, AND SUITABILITY FOR BUYER'S INTENDED USE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

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SUTPHEN

FRAME WARRANTY
LIFETIME

SUTPHEN CORPORATION (Sutphen) warrants to the original user/purchaser only of a Sutphen chassis, that the frame or frame members are free of defects in material and workmanship, ordinary wear and tear excepted, for the lifetime of the vehicle.

Sutphen's obligation under this warranty is strictly limited to repairing, as the company may elect, any part or parts of such frame or frame members which the company's examination discloses to be defective in material or workmanship. The company reserves the right to require any such repairs to be made either at a company owned service facility or another approved service facility at the company's option. Transportation cost to and from the servicing location will be the responsibility of the user/purchaser.

Sutphen's obligation under this limited warranty is subject to the conditions (1) the claimed failure shall have first appeared during the warranty period; (2) the original purchaser shall have notified Sutphen in writing of the claimed failure within thirty (30) days after the claimed failure shall have first appeared, and (3) unless Sutphen directs otherwise, the claimed failed item or items shall have been returned to Sutphen, or to Sutphen designee, promptly after the notifications, with transportation charges prepaid. Sutphen reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this limited warranty. Sutphen's obligation under this warranty is strictly limited to repair or replacement as the company may elect.

This warranty shall be null and void if the frame shows any evidence of alterations, cutting, splicing, additional welding or drilling of rails or flanges without the written authorization of Sutphen. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in an improper manner. The frame and under carriage shall be washed and painted, by the owner, where needed, semi-annually or as conditions require; if rust starts, it must be properly primed and painted or this warranty shall be voided.

Periodically check apparatus for chips and scratches in the paint and repair them with touch-up paint furnished upon delivery, or equal. Several times a year wash underneath the apparatus, especially during winter months. If power wash is used, use a fan spray only or it may damage the undercoating or paint. If damage of undercoating or paint occurs, prime, paint, and re-undercoat areas where bare metal is showing, or warranty shall be void.

If optional Ziebart undercoating is provided on the apparatus, purchaser is required to have undercoating inspected annually by an Authorized Ziebart Dealer for a minimum of 10 years.

This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period. Examples of items not covered include, but are not limited to:

A. ---Unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
B. ---Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
C. ---Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
D. ---Damage caused by failure to follow the requirements of the maintenance schedule.
E. ---Towing charges and storage expenses.
F. ---Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, lodging or travel costs, vacation pay, etc.
G. ---Damage caused from exposure to road de-icing compounds or use in an acidic environment.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS, AND SUITABILITY FOR BUYER'S INTENDED USE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

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PAINT WARRANTY
TEN (10) YEARS

SUTPHEN CORPORATION (Sutphen) warrants vehicle exterior paint finish of fire apparatus against peeling, cracking, and lack of adhesion, provided the vehicle is used in a normal and reasonable manner. This limited warranty is extended only to the original user/purchaser.

Sutphen's obligation under this warranty is strictly limited to repairing or replacing as the company may elect. The company reserves the right to require any such repairs to be made either at a company owned service facility or another approved service facility at the company's option. Transportation cost to and from the servicing location is the responsibility of the user/purchaser. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in an improper manner.

Periodically check apparatus for chips and scratches in the paint and repair them with touch-up paint furnished upon delivery, or equal paint. Several times a year wash underneath the apparatus, especially during winter months. If power wash is used, use a fan spray only or it may damage the undercoating or paint. If damage of undercoating or paint occurs, prime, paint, and re-undercoat areas where bare metal is showing.

Sutphen's obligation under this limited warranty is subject to these conditions:

(1) The claimed failure shall have first appeared during the warranty period;
(2) The original purchaser shall have notified Sutphen in writing of the claimed failure within thirty (30) days after the claimed failure shall have first appeared, and
(3) Unless Sutphen directs otherwise, the claimed failed item or items shall have been returned to Sutphen, or to Sutphen designee, promptly after the notification, with transportation charges prepaid.

Sutphen reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this limited warranty. Sutphen's obligation under this warranty is strictly limited to repair or replacement as the company may elect.

The warranty is pro-rated for a period of Ten (10) years from the date of delivery as follows: first year, one hundred percent; second year, one hundred percent; third year, one hundred percent; fourth year, fifty percent; fifth year, forty percent; sixth year, twenty five percent; seventh year, ten percent, eighth year, paint only, ninth year, paint only, tenth year, paint only. Paint only coverage from the paint manufacturer covers top coat and appearance only (gloss and color retention).

This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period. Examples of items not covered include, but are not limited to:

A. ---Major components or trade accessories that have a separate warranty by the original manufacturer, or to equipment used in fire fighting.
B. ---An unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
C. ---Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
D. ---Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
E. ---Damage caused by failure to follow the requirements of the maintenance schedule, failure to maintain proper fluid and lubricant levels and failure to follow operating instructions.
F. ---Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, loading or travel costs, vacation pay, etc.
G. ---Gold leaf or striping and Scotchlite emblems or decals, except that which is affected by repair.
H. ---Damage caused from exposure to road de-icing compounds or use in an acidic environment.
I. ----Damage caused from not following cab and body washing procedures on truck and in Operation and Maintenance manual.
J. ----Defects if vehicle is damaged, dented, scratched or rusted from severe salt or road corrosive materials, or faded or discolored by exposure to heat or severe sun conditions or environmental conditions.
K. ---This warranty shall not apply to non-exterior surface areas (i.e. compartment interiors, undercarriages).
L. ---This warranty shall only apply to exterior coatings applied by Sutphen Corporation and specifically excludes all coating applications applied by other manufacturers including chassis and chassis compartments.

continued

M.---This warranty shall exclude accessory vendor equipment that is painted to match the finished vehicle.
N. ---This warranty shall exclude painted roll-up doors.
O. ---Hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, heavy duty pressure washing or aggressive mechanical wash system.
P. ---Paint deterioration caused by abuse, accidents, acid rain, chemical fallout or acts of nature.
Q. ---Accidents, scratches, chips, bruises and gloss reduction due to normal vehicle use and maintenance.
R. – Third party undercoatings like Ziebart or Krown are not covered in this warranty.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS, AND SUITABILITY FOR BUYER'S INTENDED USE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

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PLUMBING WARRANTY
TEN (10) YEARS

SUTPHEN CORPORATION (Sutphen) warrants the stainless steel pipe and ancillary brass fittings used in the construction of the water plumbing system, for a period of ten (10) years, provided the vehicle is used in a normal and reasonable manner. This limited warranty is extended only to the original user/purchaser.

Sutphen's obligation under this warranty is strictly limited to repairing or replacing as the company may elect. The company reserves the right to require any such repairs to be made either at a company owned service facility or another approved service facility at the company's option. Transportation cost to and from the servicing location is the responsibility of the user/purchaser. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in an improper manner.

This limited warranty covers only repair or replacement of above mentioned item(s) in which a defect in materials or workmanship appears within the limited warranty period.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS, AND SUITABILITY FOR BUYER'S INTENDED USE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

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Cummins Protection Plan Plus

Coverage

This Extended Coverage Plan (Plan) is available to be purchased for all eligible Cummins Engines used in automotive applications marketed for use Worldwide under the trademark "Cummins", "Cummins ReCon®" or "Cummins Westport".

This Plan covers any failure of the Engine which results, under normal use and service, from a defect in Cummins material or factory workmanship (Covered Failure).

This Plan begins on the expiration of the Cummins Base Engine Warranty applicable to the Engine. Coverage ends at the time, miles (kilometers) or hours specified on the accompanying Certificate, whichever occurs first, **AS MEASURED FROM THE CUMMINS BASE ENGINE WARRANTY START DATE**.

Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Covered Failure.

Cummins will pay for the lubricating oil, antifreeze, filter elements and other maintenance items that are not reusable due to the Covered Failure.

Cummins will pay reasonable labor costs for Engine removal and reinstallation when necessary to repair a Covered Failure.

Owner Responsibilities

Owner is responsible for operation and maintenance of the Engine as specified in the applicable Cummins Operation and Maintenance Manual. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of this Plan, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Covered Failure and make the Engine available for repair by such facility. Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for all towing and/or travel expenses incurred as a result of a Covered Failure for Engines used in automotive applications.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items provided during covered repairs unless such items are not reusable due to the Covered Failure.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Covered Failure.

Owner is responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Covered Failure.

Owner is responsible for the costs to investigate complaints, unless the problem is caused by a covered defect in Cummins material or factory workmanship.

Limitations

Engines with an emissions certification listed below must be operated using only diesel fuel having no more than the corresponding maximum sulfur content. Failure to use the specified fuel as listed in the Cummins Fuel Bulletin #3379001 Table 1 (Cummins Inc. Required Diesel Fuel Specifications) can damage the Engine and aftertreatment system within a short period of time. This damage could cause the Engine to become inoperable and failures attributable to the use of incorrect fuels will be denied Warranty Coverage. Fuel specifications also need to comply with local fuel regulations (EN590 for Europe and ASTM D975 for North America) for Warranty eligibility.

Maximum sulfur levels by emissions certification level as listed on the Engine's dataplate are:

EPA 2007/2010/2013/2017	max. 15 parts per million
EPA Tier 4 Interim / Final	max. 15 parts per million
EU Stage IIIB 2011	max. 15 parts per million
Euro 4/5	max. 50 parts per million
Euro 6	max. 10 parts per million

Cummins is not responsible for failures resulting from incorrect modifications or alterations to the Engine or adjustments that significantly alter the Engine's operating characteristics. Failures, other than those resulting from a defect in material or factory workmanship, are not covered by this Plan.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine. Cummins is also not responsible for failures caused by incorrect oil or fuel, or by water, diesel exhaust fluid, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

Aftertreatment component failures are not covered by this Plan.

Belts and hoses are not covered by this Plan.

This Plan does not apply to accessories supplied by Cummins which bear the name of another company. Such non-warranted accessories include, but are not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, steering pumps, non-Cummins fan drives, Engine compression brakes and air compressors. Cummins branded alternators and starters are not covered by this Plan.

Parts used to repair a Covered Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Covered Failure under this Plan assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

This Plan is transferable to subsequent Owners of the Engine by notifying a Cummins Distributor within 90 days of the transfer of ownership.

This Plan does not duplicate other Coverage applicable to the Engine.

Fees paid for this Plan are not refundable.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CUMMINS RESERVES THE RIGHT TO INTERROGATE ELECTRONIC CONTROL MODULE (ECM) DATA FOR PURPOSES OF FAILURE ANALYSIS.

EXCEPT FOR THE PUBLISHED CUMMINS ENGINE WARRANTY APPLICABLE TO THE ENGINE, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In the United States* and Canada, this Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state or province to province.

Outside the United States* and Canada, in the case of consumer sales, in some countries the Owner has statutory rights, which cannot be affected or limited by the terms of this Warranty. Nothing in this Warranty excludes or restricts any contractual rights the Owner may have against third parties.

* United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.

Coverage I.D.: EXC

Coverage I.D.: RXC

Cummins Inc.
Box 3005
Columbus, IN 47202-3005
U.S.A.

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DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

SELLER'S PERMIT

July 1, 2020

ACCOUNT NUMBER

207534976 - 00004

REPUBLIC FIRE EQUIPMENT LLC.
25802 VICTORIA BLVD STE 102
DANA POINT CA 92624-1128

Office of Control:
Irvine Office

NOTICE TO PERMITTEE: You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

Not valid at any other address

For general tax questions, please call our Customer Service Center at 1-800-400-7115 (TTY:711).
For information on your rights, contact the Taxpayers' Rights Advocate Office at 1-888-324-2798 or 1-916-324-2798.

CDTFA-442-R REV. 18 (5-18)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at *www.cdtfa.ca.gov*
- Visiting an office
- Attending a Basic Sales and Use Tax Law class offered at one of our offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Customer Service Center at 1-800-400-7115 (TTY:711)

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. You also have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the California Department of Tax and Fee Administration (CDTFA)
- You are responsible for following the regulations set forth by the CDTFA

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a CDTFA representative when requested. You are also required to know and charge the correct sales or use tax rate, including any local and district taxes. The tax rate applicable to your sales or use may not necessarily correspond to the tax rate of your business address displayed on this permit. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a CDTFA office, or giving it to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 1-888-324-2798 or 1-916-324-2798. Their fax number is 1-916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

California Department of Tax and Fee Administration

Business Tax and Fee Division

BUDGET ADJUSTMENT REQUEST

Department:	Fleet Services	**For Finance Use Only**
Department Contact:	Joseph Goulart	**BA #** _____
City Council Meeting Date: *(attach staff report)*	04/19/2023	**Fiscal Year** _____

EXPLANATION OF REQUEST

Increase Fleet Services operating budget in 5208-653-715 for the purchase of two (2) Sutphen Type 1 Fire Engines by using Fleet reserve funds

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Fleet Services – Motive Equipment	5208-653-715	$1,000,000	
Fleet Services Fund Reserves	3050-653		1,000,000

APPROVALS

DocuSigned by: Joseph Goulart CC1EF06CECF5450...	4/13/2023	DocuSigned by: Christina Holmes C0C8E98A934247C...	4/13/2023
DEPARTMENT HEAD	**DATE**	**FINANCE**	**DATE**

STAFF REPORT

April 19, 2023
File Number 0110-10

SUBJECT

APPROVAL OF THE ESCONDIDO POLICE DEPARTMENT MILITARY EQUIPMENT REPORT AND RENEWAL OF ORDINANCE 2022-07

DEPARTMENT

Police Department

RECOMMENDATION

Request that the City Council renew Ordinance No. 2022-07 and approve the Escondido Police Department Annual Military Equipment Report in accordance with state law requirements as set forth in Assembly Bill No. 481 ("AB 481").

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

Presenters: Edward Varso, Chief of Police; Kevin Toth, Police Captain; Lisa Rodelo, Deputy Director of Police Support Services

FISCAL ANALYSIS

There are no additional costs associated with this new state requirement.

PREVIOUS ACTION

None.

BACKGROUND

Establishment of AB 481

On September 30, 2021, Governor Newsom approved AB 481 to require, beginning May 1, 2022, a law enforcement agency to seek approval to fund, acquire, and use military equipment as defined in the new law.

Assembly Bill 481 added three sections to the California Government Code statutes to address the use of military equipment by a local police force. Cal. Govt. Code section 7070 broadly defines military equipment to include items that are commercially available products. The military equipment used by the Department is commonly used by other law enforcement agencies, may be available for sale to the general public, and helps the Department keep the community safe.

CITY of ESCONDIDO

STAFF REPORT

California Govt. Code section 7071 provides the requirements for a military use policy and an annual review by the City Council. The City Council must determine a military use policy demonstrates that:

a. The equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

b. The policy will safeguard the public's welfare, safety, civil rights and civil liberties.

c. If purchasing the equipment, it must be reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

d. Prior military equipment use complies with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military use policy, corrective action taken to remedy the nonconforming uses and ensure the future compliance.

The Escondido Police Department is committed to using the most up-to-date tools and equipment to safeguard the community. Equipment now defined as "military equipment" has been used by the Department and other law enforcement agencies across the country on a daily basis. These items provide peace officers with the ability to safely resolve volatile situations which otherwise might rise to a higher level of force including a lethal force encounter. To that end, the items at issue in this report, and accompanying military equipment use policy, also provide the Department's peace officers with vital tools that facilitate compliance with the Department's stringent use of force policy. For example, Escondido Police officers have faced gun fire from suspects for prolonged incidents which required the use of armored/ballistic vehicles to protect the officers and community members. The protection with ballistic equipment allows for more time and opportunity to attempt to de-escalate situations and provide for safer tactics to resolve life threatening events in the safest way possible to both officers and community members.

California Govt. Code section 7072 requires an annual military equipment report. In an effort to promote community engagement, the Department posted the Military Equipment Use Policy on its internet website on February 23, 2023, and conducted a public meeting on March 30, 2023, in the Mitchell Room at City Hall.

<u>How the Police Department Uses AB 481 Equipment to Help the Community</u>

- The Escondido Police Department utilizes military equipment in its mission to protect the community through exceptional police service.
- This equipment is acquired with careful consideration and intention.
- It is acquired and authorized when there is no reasonable alternative that can achieve officer and civilian safety.

CITY of ESCONDIDO

STAFF REPORT

- AB 481 provides important public information and input regarding how military equipment is funded, acquired, and used.

Escondido Police Department (EPD) Military Equipment Includes:

EPD has the following items:	EPD does **NOT** have the following items
• Drones • Robotic Platform • Incident Command Vehicles • Armored Personnel Carriers • Breaching Equipment • Patrol and SWAT Rifles • Flashbangs • Long Range Acoustic Device • 40mm Launchers	• Mine-resistant ambush-protected vehicles (MRAP Vehicles) • Humvees • Tracked armored vehicles • Weaponized aircraft, vessels, or vehicles • Firearms or ammunition of .50 caliber or greater • Firearm designed to launch explosive projectiles

Escondido Police Department's Commitment to the Community

The Escondido Police Department has received no complaints regarding the acquisition and use of military equipment since Ordinance No. 2022-07 was initially adopted last year.

All military equipment will be used in accordance with general and, when appropriate, specific Department Instructions. The Department Instruction on Use of Force provides overarching guidance and specific orders for all Department police officers including:

> Law enforcement officers shall be guided by the principle of reverence for human life in all investigative, enforcement, and other contacts between officers and members of the public. When officers are called upon to detain or arrest a suspect who is uncooperative or actively resisting, may attempt to flee, poses a danger to others, or poses a danger to themselves, they should consider tactics and techniques that may persuade the suspect to voluntarily comply or may mitigate the need to use a higher level of force to resolve the situation safely. The highest priority of California law enforcement is safeguarding the life, dignity, and liberty of all persons, without prejudice to anyone. Every person has a right to be free from excessive use of force by officers acting under color of law.

The acquisition and use of military equipment is intended to avoid the use of force whenever possible and when authorized, to use the least amount of force necessary.

CITY of ESCONDIDO

STAFF REPORT

Your action today, to renew Ordinance No. 2022-07 and approve the Escondido Police Department Annual Military Equipment Report in accordance with state law requirements as set forth in AB 481, will allow the Police Department to continue using this vital equipment in its mission to protect the community.

ORDINANCES

A. Ordinance No. 2022-07
B. Ordinance No. 2022-07 Exhibit "A" Escondido Police Department Instruction 1.55, Military Equipment Use policy

ORDINANCE NO. 2022-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING AND RENEWING THE ESCONDIDO POLICE DEPARTMENT MILITARY EQUIPMENT USE POLICY

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 to regulate the use of military equipment by law enforcement agencies; and

WHEREAS, Assembly Bill 481, codified at California Government Code section 7070 et seq., requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a military equipment use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment; and

WHEREAS, California Government Code section 7070 defines the terms “military equipment” and establishes the minimum requirements for a “military equipment use policy”; and

WHEREAS, California Government Code section 7071 requires the governing body determine, prior to approving a military equipment use policy, the following:

a. The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

b. The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

c. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

d. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance; and

WHEREAS, California Government Code section 7071 also requires a law enforcement agency make the proposed policy available on the agency's internet website 30 days prior to a public hearing concerning military equipment and shall commence the governing body approval process by May 1, 2022; and

WHEREAS, the Escondido Police Department ("Department") published Department Instruction 1.55, Military Equipment Use Policy, attached and incorporated as Appendix (1), on the Department's internet website on March 17, 2022; and

WHEREAS, the Escondido Police Department, consistent with Government Code section 7072, posted the proposed renewed Military Equipment Use Policy on its internet website on February 23, 2023, and conducted a public meeting on the proposed renewed policy in the Mitchell Room at City Hall on March 30, 2023.

NOW, THEREFORE, the City Council of the City of Escondido hereby ordains as follows:

SECTION 1. That the recitals set forth above are true and correct and are incorporated as though fully set forth herein.

SECTION 2. That proper notices of a public hearing have been given and public hearings have been held before the City Council on this issue.

SECTION 3. The City Council has duly reviewed and considered all evidence submitted at said hearings, including, without limitation:

a. Written information;

b. Oral testimony from City staff, interested parties, and the public;

c. The original staff report, dated April 20, 2022, and current staff report dated April 19, 2023, which along with their attachments are incorporated herein by this reference as though fully set forth herein; and

d. Additional information submitted during the Public Hearing.

SECTION 4. The City Council makes the following specific findings:

a. The City Council acknowledges the Department's Use of Force Policy affirms, "The highest priority of California Law Enforcement is safeguarding the life, dignity, and liberty of all persons, without prejudice to anyone."

b. The equipment included in the Department's Military Equipment Use Policy are commonly used by Law Enforcement Agencies throughout the country to protect and serve the community as safely and efficiently as possible.

c. The equipment identified in the proposed Military Equipment Use Policy is necessary because there are no reasonable alternatives that can achieve the same objectives of officer and civilian safety.

d. The proposed Military Equipment Use Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

e. The military equipment identified in the proposed Military Equipment Use Policy is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

f. Prior military equipment use by the Department complied with the military equipment use policy that was in effect at the time.

g. The Department shall, within budgetary constraints, acquire, fund, and use replacement consumable supplies at levels listed as Authorized quantities in the proposed Military Equipment Use Policy to allow timely and cost effective resupply of necessary equipment and supplies.

h. The Department shall, within budgetary constraints, replace old, broken, obsolete, worn, or damaged equipment, one for one, so long as the replacement equipment provides similar uses, characteristics and capabilities, and will not significantly change or impact the public's welfare, safety, civil rights or civil liberties.

i. The Department shall seek and apply for local, state, or federal funding, typically grants, and shall continue the traditional practice of notifying the City Council when the Department succeeds in obtaining additional funding through the budget adjustment process.

j. The Department's Military Equipment Use Policy is approved.

SECTION 5. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 6. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. That the City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation for the City of Escondido.

SECTION 8. This Ordinance shall take effect and be in force on the thirtieth (30th) day from and after its final passage.

ESCONDIDO POLICE DEPARTMENT INSTRUCTION	DATE: 04-19-23	NO: 1.55 ADMINISTR
TO: ALL PERSONNEL	SUBJECT: MILITARY EQUIPMENT USE POLICY	
ORIGIN: CHIEF OF POLICE	RETAIN: UNTIL FURTHER NOTICE	

This is a new Department Instruction.

I. PURPOSE

This policy establishes guidelines for the acquisition, funding, use and reporting of "military equipment," as the term is defined in Government Code section 7070. This policy is provided to fulfill the obligations set forth in Assembly Bill No. 481 ("AB 481"). These obligations include but are not limited to seeking approval on specific items deemed to be military equipment and requirements related to compliance, annual reporting, cataloging, and complaints regarding these items.

II. OVERVIEW

The Escondido Police Department utilizes military equipment in its mission to protect the community through exceptional police service. This equipment is acquired with careful consideration and intention. Military equipment is acquired and authorized when there is no reasonable alternative that can achieve officer and civilian safety. AB 481 provides important public information and input regarding how military equipment is funded, acquired, and used.

III. POLICY

It is the policy of the Escondido Police Department that there are legally enforceable safeguards, including transparency, oversight, and accountability measures in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

IV. DEFINITIONS

A. California Government Code section 7070 defines "Military Equipment" as:

1. Unmanned, remotely piloted, powered aerial or ground vehicles.

2. Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.

3. High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or

wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

4. Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

6. Weaponized aircraft, vessels, or vehicles of any kind.

7. Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

8. Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.

9. Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.

10. Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

11. Any firearm or firearm accessory that is designed to launch explosive projectiles.

12. “Flashbang” grenades and explosive breaching tools, “tear gas,” and “pepper balls,” excluding standard, service-issued handheld pepper spray.

13. Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).

14. The following projectile launch platforms and their associated munitions: 40mm projectile launchers, “bean bag,” rubber bullet, and specialty impact munition (SIM) weapons.

15. Any other equipment as determined by a City Council or a state agency to require additional oversight.

16. Notwithstanding paragraphs (1) through (15), “military equipment” does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

B. California Government Code section 7070 states "Military equipment use policy" means a publicly released, written document governing the use of military equipment by a law enforcement that addresses, at a minimum, all of the following:

1. A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.

2. The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.

3. The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

4. The legal and procedural rules that govern each authorized use.

5. The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.

6. The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

7. For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

V. GENERAL

A. In accordance with California Government Code section 7071, the Department shall obtain approval of the City Council annually, by ordinance, at a regularly meeting, prior to engaging in any of the following activities:

1. Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

2. Seeking funds for military equipment including, but not limited to: grant funds; private, local, state, or federal funds; in-kind donations; or other donations or transfers.

3. Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

4. Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the City Council.

5. Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the City Council pursuant to general order.

6. Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.

7. Acquiring military equipment through any means not provided in California Government Code section 7071.

B. In seeking the approval of the City Council, the Escondido Police Department shall submit a proposed military equipment use policy, or subsequent amendments, to the City Council and the public via the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

VII. MILITARY EQUIPMENT REPORTING

A. The Department shall submit an annual military equipment report to City Council that addresses each type of military equipment possessed by the Department.

1. The Department shall also make each annual military equipment report publicly available on its internet website for as long as the military equipment is available for use.

2. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

a. A summary of how the military equipment was used and the purpose of its use.

b. A summary of any complaints or concerns received concerning the military equipment.

c. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

d. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

e. The quantity possessed for each type of military equipment.

f. If the Department intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

3. Within 30 days of submitting and publicly releasing an annual military equipment report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the Department's funding, acquisition, or use of military equipment.

B. The Department's initial annual report is attached as an Appendix.

VIII. CATALOGING OF MILITARY USE EQUIPMENT

All military use equipment kept and maintained by the Escondido Police Department shall be cataloged in a way which addresses each of the following requirements:

1. The manufacturer's description of the equipment.

2. The capabilities of the equipment.

3. The purposes and authorized uses for which the Department proposes to use the equipment.

4. The expected lifespan of the equipment.

5. The fiscal impact of the equipment, both initially and for on-going maintenance.

6. The quantity of the equipment, whether maintained or sought.

IX. COMPLIANCE

A. The use of military equipment is subject to individual Department Instructions, and is restricted for use only in certain instances and in some cases, only by certain units. It is incumbent upon incident commanders, supervisors, and individual officers to recognize the specific circumstances wherein military equipment should be employed to enhance the safety of the public and officers and to bring a critical

incident to a safe resolution.

B. Department members are bound to adhere to Department Instructions, in addition to state and local laws and ordinances when employing the use of military equipment at any time. Violations of the law or Department Instructions may result in criminal or administrative investigations and/or actions.

C. Administrative Investigations concerning complaints related to military equipment will be conducted in accordance with Department Instruction 1.12 – Civilian Complaint Reception and Investigation Procedure. These investigations will be reviewed by the Chief of Police to ensure that compliance with this military equipment procedure is maintained.

D. Any corrective action or discipline imposed as a result of a violation of this Department Policy will be administered in accordance with Department Instruction 1.12, relevant labor agreements, City Personnel Rules, and state law.

E. The Chief of Police is responsible for the use of military equipment. He is directly supervised by the City Manager who has independent oversight authority. The City Council appoints the City Manager who holds office at and during the pleasure of the council. The City Attorney also serves at the pleasure of the City Council and provides independent legal advice to the Chief of Police, the City Manager, and the City Council.

X. COMPLAINTS, INQUIRIES, QUESTIONS

A. In some instances, the application and use of military equipment can cause questions and/or concerns for members of the community. It is of vital importance that community members' questions regarding the application and use of military equipment are addressed. The Escondido Police Department is committed to full and fair investigation of citizen complaints. As such, the Department has sound internal procedures for thorough and impartial investigations of citizen complaints. Resolving complaints in a fair, impartial, and expeditious manner will ensure the consistent high level of integrity and efficiency maintained by the Department.

B. Complaints directly related to the application or use of military equipment shall be handled in accordance with Department Instruction 1.12 – Civilian Complaint Reception and Investigation Procedure.

1. Members of the public may make complaints in any form; including use of the department's online complaint form (https://www.police.escondido.org/file-a-complaint.aspx), in person, in writing, by email or by phone.

2. The Internal Affairs Unit will maintain statistical data concerning the number and types of complaints regarding military equipment.

C. The Escondido Police Department values open communication and transparency. Community questions and/or concerns regarding the application and use of specified military equipment should be addressed in the following manner:

1. Via the Department internet website where the public can email specific military equipment related questions to the Department.

2. At pre-determined Community Engagement Meetings related to military equipment.

3. At City Council Meetings related to military equipment.

4. In all other circumstances, the public should be directed to the Department's Military Equipment Use Policy available on the Department's internet website.

X. FUNDING

The Department shall seek City Council approval for military equipment funding, including, but not limited to: grant funds; private, local, state, or federal funds; in-kind donations; or other donations or transfers.

XI. USE OF MILITARY EQUIPMENT WHEN COLLABORATING WITH OUTSIDE AGENCIES

Military equipment used by any member of this jurisdiction shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective military equipment use policies in rendering mutual aid.

1. Department members are required to adhere to the Department's Military Equipment Use Policy and all policies and procedures outlined within the Escondido Police Department Instructions, regardless of operational jurisdiction.

2. Should the Escondido Police Department request mutual aid from another law enforcement agency and military equipment is required during the course of the response, the following shall apply:

a. The Escondido Police Department shall remain in charge of the overall incident command.

b. The Incident Commander or designee shall brief the supervisor from the assisting agency and inform them of the mission, enforcement posture, and any pertinent information related to the incident.

c. The assisting agency will be expected to adhere to their respective policies and procedures, particularly those governing the use of military equipment.

d. If the Incident Commander or their designee is informed of or witnesses the utilization of military equipment by an assisting agency inconsistent with the guidelines set forth in this procedure, the Incident Commander may elect to cancel the request for mutual aid or re- assign the assisting agency to a different support mission.

Appendix

Escondido Police Department
Annual Military Equipment Report

Calendar Year 2022

Assembly Bill 481 added three section to the California Government Code statutes to address the use of "military equipment" by a local police force. Cal. Govt. Code section 7070 defines both "military equipment" and "military equipment use policy." Cal. Govt. Code section 7071 provides the requirements for a military use policy and an annual review by the City Council. Cal. Govt. Code section 7072 requires an annual military equipment report. Each law addresses the subject from a slightly different perspective. This report seeks to address all the requirements required by AB 481. For example, although Cal. Govt. Code Section 7072 does not require an annual report until one year following approval of the military use policy, much of the information is also required by the other pertinent laws prior to use of any "military equipment." Thus in the interest of transparency, and in an effort to provide a baseline for next year, the Department will submit this annual report as an appendix to the proposed Military Equipment Use Policy. Since the requirements are new, the Department will describe the equipment use in general terms. The report is organized into sections that correspond to the Cal. Govt. Code section 7072 requirements.

I. Summary of how the military equipment was used and the purpose of its use.

A. Items deemed to be "military equipment" by AB 481 are used as a component of overall best practices for Law Enforcement Agencies (LEAs) throughout the country. These tools have been tested in the field, and are used by LEAs to enhance community and officer safety. Loss of these items would jeopardize the safety and welfare of peace officers and make communities less safe. The term "military equipment," as used in AB 481, in fact does not necessarily indicate equipment that has been used by the military. In fact, federal law requires that any equipment actually provided by the Department of Defense be demilitarized prior to transfer to a civilian law enforcement agency. The Department does have two vehicles previously owned by federal agencies, one from the Department of Defense and one from the Department of Homeland Security. But, for the most part, the equipment acquired by the City and now deemed to be "military equipment" under state law are commercially available products that are readily available to the general public or in some cases restricted for sale to a law enforcement agency.

B. The Escondido Police Department is committed to using the most up to date tools and equipment to safeguard the community. Equipment now defined as "military equipment" have been used by the Department and other law enforcement agencies across the country on a daily basis. These items provide peace officers with the ability to safely resolve volatile situations which otherwise might rise to a higher level of force including a lethal force encounter. To that end, the items at issue in this report, and accompanying Military Equipment Use Policy, also provide the Department's peace officers with vital tools that facilitate compliance with the Department's stringent use of force policy. For example, Escondido Police officers have faced gun fire from

suspects for prolonged incidents which required the use of armored/ballistic vehicles to protect the officers and community. The protection with ballistic equipment allows for more time and opportunity to attempt to de-escalate situations and provide for safer tactics to resolve life threatening events in the safest way possible to both officers and community members.

C. All military equipment will be used in accordance with general and, when appropriate specific, Department Instructions. The Department Instruction on Use of Force provides overarching guidance and specific orders for all Department police officers including:

> Law enforcement officers shall be guided by the principle of reverence for human life in all investigative, enforcement, and other contacts between officers and members of the public. When officers are called upon to detain or arrest a suspect who is uncooperative or actively resisting, may attempt to flee, poses a danger to others, or poses a danger to themselves, they should consider tactics and techniques that may persuade the suspect to voluntarily comply or may mitigate the need to use a higher level of force to resolve the situation safely. The highest priority of California law enforcement is safeguarding the life, dignity, and liberty of all persons, without prejudice to anyone. Every person has a right to be free from excessive use of force by officers acting under color of law.

Often, the acquisition and use of military equipment is designed to avoid the use of force and when authorized, to use the least amount of force necessary.

II. Summary of complaints or concerns received concerning the use of military equipment.

The Department has received no complaints or concerns related to the use of military equipment.

III. Results of internal audits, any information about violations of military equipment use policy, and any actions taken in response.

The Department has not conducted an internal audit regarding military equipment. However, in compiling this report the Department found no violations of the proposed military use policy. Further, the internal affairs unit did review their investigative files and found no violation of department policy that could be associated with the use of military equipment.

IV The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

Please see the Reponses provided in Exhibit 1 to this Appendix.

V. The quantity possessed for each type of military equipment.

The Escondido Police Department seeks approval for the continued use of the following military equipment. The Department has organized the response into the categories listed in California Government Code section 7070.

VI. If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

A. Along with seeking authorization to use preexisting equipment, the Department will seek authorization to acquire, fund and use replacement consumable supplies which meet the statutory definition of "military equipment." In the attached Exhibit, you will find an authorized quantity displayed next to an on-hand quantity for each piece of military equipment. For consumable supplies, the authorized quantity is set at a level to allow efficient inventory management such as starting the replacement process before depleting the on-hand supplies and making bulk purchases of consumable items to achieve cost savings. As always, the Department will seek additional council approval for any new type of "military equipment" in accordance with Department Instruction 1.55 and City budgetary and procurement practices.

B. Similarly, the Department routinely replaces old or worn equipment. The Department will seek a broad advance authorization to replace old, broken, obsolete, worn or damaged equipment, one for one, so long as the replacement of military equipment provides similar uses, characteristics, and capabilities, and will not significantly change or impact the public's welfare, safety, civil rights, and civil liberties.

C. The Department typically achieves approximately two million dollars a year in grant funding. Most grant funding opportunities involve a competition for limited resources and the Department must be able to act quickly and nimbly to successfully win grants. The Department will seek a broad advance authorization to seek and apply for local, state or federal grant funding. The Department will continue the practice of notifying the City Council when the Department succeeds in obtaining grant funding through the budget adjustment process.

Exhibit (1)

Escondido Military Equipment
Pursuant to Cal. Govt. Code section 7070

I. Unmanned, remotely piloted, powered aerial or ground vehicles.

A. **Unmanned Aircraft System (UAS):** The Department has several small unmanned aircraft, also known as drones, along with the associated equipment necessary to control it remotely. All of the City's drones are commercial products and available for sale to the general public.

1. Description, authorized / on hand ("Auth. – O/H") quantity, capabilities, and purchase cost

a. DJI MATRICE 300 [Auth. 2- O/H 1] Has HT20 zoom and thermal camera. UAS with 45-minute flight time, all weather; equipped with IR and zoom camera and laser range finder. Has photo and video recording capabilities. Cost: $35,000.

b. DJI MATRICE 210 [Auth. 2- O/H 1] with Z30 zoom camera and XT2 thermal camera. UAS with 30-minute flight time, all weather; equipped with IR and zoom cameras. Has photo and video recording capabilities. Cost $35,000.

c. DJI MAVIC MINI. [Auth. 4- O/H 2] Miniature UAS weighing 249 grams, approximately 30-minute flight time. Has photo and video recording capability. Cost $400 each.

d. DJI PHANTOM 4 PRO. [Auth. 2- O/H 1] UAS with 30-minute flight time. Has photo and video recording capability. Cost $1,500.

e. DJI MAVIC 2 PRO ENTERPRISE. [Auth. 6- O/H 4] UAS with 30- minute flight time; equipped with strobe, loud speaker and searchlight accessories... Has photo and video recording capability. Cost $2,600 each.

f. DJI MAVIC PRO ZOOM. [Auth. 6- O/H 4] UAS with 30-minute flight time; equipped with 4X zoom capable camera. Has photo and video recording capability. Cost $2,100 each.

g. DJI MAVIC PRO. [Auth. 4- O/H 2] UAS with 25-minute flight time. Has photo and video recording capability. Cost $1,800 each

2. Purpose

a. Law enforcement investigations including major collisions.

b. Search for missing persons.
c. Natural disaster response and management.
d. SWAT, tactical or other public safety and life preservation missions

3. Authorized Use

Only assigned operators who have completed the required training shall be permitted to operate UAS devices during approved missions.

4. Expected Life Span

All UAS equipment, 3-5 years

5. Fiscal Impact

a. Funding source, Escondido Police Department Budget.
b. Annual maintenance and battery replacement cost: approximately $12,000.
c. **2022 maintenance and battery replacement costs totaled $5,182.57:**

Battery costs including tax	**$4,138.68**	
Mavic 2 Enterprise batteries (9)		**$1,701.00**
Matrice 300 batteries (2)		**$1,400.00**
Phantom 4 batteries (4)		**$740.00**
Tax		**$297.68**
Insurance replacement of Matrice 300	**$899.00**	
Repairs to Mavic 2	**$144.89**	

6. Training

All Department UAS operators are licensed by the Federal Aviation Administration for UAS operation.

7. Legal and Procedural Rules

Department Instruction 1.20 Unmanned Aircraft Systems provides detailed rules addressing the employment of this category of equipment. The Department makes policy and procedure documents available to the public at: https://police.escondido.org/view-policy-and-procedure-documents.aspx

B. **Lightweight robotic platform:** Unmanned machine operating on the ground utilized to collect tactical information while minimizing risk of harm to police officers and community members.

1. Description, quality, capabilities, and purchase cost

ROBOTEX AVATAR III. [Auth. 1 - O/H 1] Manufacturer description: "The Avatar® III is a compact, lightweight robotic platform that is part of the RoboteX Avatar® Series. Designed from the ground up for portability, expandability, and ease-of-use, the Avatar® III serves as a useful tool for a variety of users. The Avatar® III can be customized with a variety of plug-and-play accessories. These accessories facilitate use of the robot in a variety of scenarios, including Tactical, CBRNE, EOD, K9, and personal security settings. There is no longer a need to send SWAT or tactical response teams into to a dangerous situation before you've had a chance to assess the situation. The AVATAR Tactical Robot from RoboteX is an affordable tactical robot that is easy to use and allows for quick and safe inspection of dangerous situations." Cost: $28,105.

2. Purpose

To be used to gain visual/audio data, deliver Emergency Notifications Team phone, open doors, and visually clear buildings.

3. Authorized Use

Only authorized users under the direction of the Scene Commander are permitted to operate the robot. The Department's Avatar III has no weapons or offensive capability and is primarily used by the SWAT team for information gathering.

4. Expected Life Span

10 plus years.

5. Fiscal Impact

a. Funding source: Escondido Police Department Operating Budget
b. Annual maintenance and battery replacement cost: approximately $500.
c. 2022 costs were $0; no maintenance was performed and no batteries were purchased. This item is broken and unrepairable, it will be replaced in 2023.

6. Training

The AVATAR III is maintained by the SWAT team and designated operators receive in house training on use. This training is conducted under the direction of SWAT supervisors.

7. Legal and Procedural Rules

There is not a specific department instruction outlining the use of the robot. Use of the robot will be in accordance with all department instructions and applicable laws. The Department makes policy and

procedure documents available to the public at: https://police.escondido.org/view-policy-and-procedure-documents.aspx

II. Mine resistant ambush protected (MRAP) vehicles or armored personnel carriers. However, police version of standard consumer vehicles are specifically excluded from this subdivision.

A. The Department uses two armored personnel carriers.

1. Description, quantity, capabilities, and purchase cost

a. LENCO BEARCAT G2. [Auth. 1 - O/H 1] Manufacturer description: "The LENCO BEARCAT G2 is an armored vehicle that seats 10-12 personnel with and open floor plan that allows for rescue of downed persons. It can stop various projectiles, which provides greater safety to the community members and officers beyond the protection level of shields and personal body armor." Cost: $242,586.

b. PEACE KEEPER. [Auth. 1 - O/H 1] (Acquired from the San Diego County Sheriff). The Peace Keeper is a wheeled armored vehicle that seats 6-8 personnel with an open floor plan that allows for rescue of downed persons. It can stop various projectiles, which provides greater safety to the community members and officers beyond the protection level of shields and personal body armor. Cost $0.

2. Purpose

To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

3. Authorized Use

The authorized use of armored vehicles will be at the direction of the Watch Commander or SWAT Commander based on the specific circumstances of a given critical incident.

4. Expected Life Span

LENCO BEARCAT G2, 25 years.
PEACE KEEPER, 30 years.

5. Fiscal Impact

a. Funding source:

i. Bearcat was purchased with funds from California Emergency Management Agency.
ii. Peacekeeper was acquired through the 1033 Program.

b. Annual maintenance and fuel costs for both vehicles: approximately $10,000.
c. **2022 costs for fuel and maintenance totalled approximately $10,000.**

6. Training

All driver/operators will attend formalized instruction and be trained in vehicle operations and practical driving instruction.

7. Legal and Procedural Rules

Department Instruction 1.15 Emergency Vehicle Operation provides additional rules addressing the employment of this category of equipment. The Department uses breaching equipment and consumables in accordance with the Department's Tactical Operations Group manuals. The Department makes policy and procedure documents available to the public at: https://police.escondido.org/view-policy-and-procedure-documents.aspx

III. High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.

The Department does not use any vehicles in this category.

IV. Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion. The Department does not use any vehicles in this category.

The Department does not use any vehicles in this category.

V. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

A. **The Department has one Mobile Incident Command Vehicle (MIC).** Although defined as "military equipment" the Departments MIC has no military function. Rather it is a commercially available product modified to provide a mobile office and command post to enable police supervisors to safely, efficiently and effectively manage the law enforcement response to critical incidents, and events.

1. Description, quantity, capabilities, and purchase cost

Chevrolet Workhorse Class A Motorhome, 2007 model, converted to house dispatch consoles, work stations, and meeting space. [Auth. 1 - O/H 1] Cost $322,114.

2. Purpose

To be used based on the specific circumstances of a given critical incident, large event, natural disaster or community event that is taking place.

3. Authorized Use

The MIC shall be used by officers trained in their deployment and in a manner consistent with Department policy and training.

4. Expected Life Span

The MIC, 15-year lifespan on chassis and vehicle structure.

5. Fiscal Impact

a. Funding source: Escondido Police Department Operating Budget and Escondido Fire Department Homeland Security Grant Funds.
b. Maintenance and fuel costs are approximately $1,000.
c. **2022 costs for fuel and maintenance totaled approximately $1,000.**

6. Training

The driver/operator receive training in the safe handling of the vehicle on a closed training course. Once the operator has shown competence in vehicle handling, the driver/operator will drive the vehicle throughout the city with an experienced driver.

7. Legal and Procedural Rules

The Department has no specific rules or limitations regarding the use of a converted motorhome. Use shall be in accordance with California State law regarding the operation of motor vehicles.

B. **The Department uses one Emergency Negotiation Team (ENT) vehicle.** The ENT vehicle facilitates all of the functions of emergency negotiations during a critical incident. The vehicle contains phone/work stations, a conference space, and houses ENT equipment. Though customized for a specific mission, the vehicle is a commercially available product and not a traditional piece of military equipment.

1. Description, quantity, capabilities, and purchase cost

Utilimaster Utilivan II, model year 2002, cab and chassis with an upgraded box that houses a work space and equipment. [Auth. 1 - O/H 1] The vehicle was originally purchased for a different city department for $90,633. It was re-purposed for ENT and the box retrofit cost $36,976.

2. Purpose

To be utilized for critical incident callouts.

3. Authorized Use

The ENT vehicle used by officers and staff who have been properly trained in the safe handling of the vehicle. The driver of the vehicle shall have a valid California driver license.

4. Expected Life Span

The ENT vehicle has a 30-year lifespan on a chassis and vehicle.

5. Fiscal Impact

a. Funding source for the retrofit: Escondido Police Department Asset Forfeiture Funds.
b. Maintenance and fuel costs: approximately $600.
   i. Escondido Police Department Operating Budget.
c. **2022 costs for fuel and maintenance totalled approximately $600.**

6. Training

Operators will receive practical training on driving the vehicle.

7. Legal and Procedural Rules

The Department has no specific rules or limitations regarding the use of a converted van. Use shall be in accordance with California State law regarding the operation of motor vehicles.

VI. Weaponized aircraft, vessels, or vehicles of any kind

The Department does not use any vehicles in this category.

VII. Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

A. The Department Special Weapons and Tactics unit uses a variety of breaching equipment and consumables that are commonly used by similar specialize units throughout the law enforcement community. Breaching equipment and supplies are not generally available for public sale.

1. Description, quantity, capabilities, and purchase cost

   a. DETONATING CORD. [Auth. 1000 ft. - O/H 500 ft.] Manufacturer description: "The detonating cord is a thin, flexible plastic tube usually filled with pentaerythritol tetranitrate (PETN, pentrite). With the PETN exploding at a rate of approximately 6400 m/s, any common length of detonation cord appears to explode instantaneously. It is a high- speed fuse which explodes, rather than burns, and is suitable for detonating high explosives." Cost: $1 per foot.

   b. C 2 DETASHEET EXPLOSIVES. [Auth. 40 ft. - O/H 20 ft.] Manufacturer description: "DETASHEET® Flexible Explosive) is a waterproof PETN-based (63% nominal) flexible sheet explosive. It is manufactured as a continuous roll of varying lengths and thicknesses for a wide range of applications. It can be easily cut to any desired shape and applied with adhesive or incorporated into a charge holder. The flexible sheet can be applied as strips directly on the target or used to improvise linear shape charges." Cost $20 per foot.

   c. BLASTING CAP. [Auth. 60 - O/H 30] Manufacturer description: "A blasting cap is a small sensitive primary explosive device generally used to detonate a larger, more powerful and less sensitive secondary explosive such as TNT, dynamite, or plastic explosive. Blasting caps come in a variety of types, including non-electric caps, electric caps, and fuse caps." Cost: $12 each.

   d. ROYAL REMINGTON 870 EXPRESS BREACHING SHOTGUN. [Auth. 4 - O/H 4] Manufacturer description: "This weapon allows for breachers to safely utilize shotgun breaching rounds in order to destroy deadbolts, locks, and hinges. The stand- off that is attached to the end of the barrel allows for positive placement of the gun into the correct position and vents gases to prevent overpressure. This weapon can also defeat windows and sliding glass doors with a flash bang round. A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS)." Cost: $380 each.

   e. ROYAL ARMS TESAR #1 ORANGE CAP 275 GRAIN COPPER FRANGILBE BREACHING ROUND. [Auth. 300 - O/H 150] The round is fired from a breaching shotgun and is used to defeat solid wood doors, locks, and hinges. Cost: $2.60 per round.

   f. ROYAL ARMS TESAR #2 BLACK CAP 425 GRAIN COPPER FRANGILBE BREACHING ROUND. [Auth. 100 - O/H 50] The round is fired from a breaching shotgun and is used to defeat heavy locks, dead-bolts, and hinges on solid oak or steel doors. Cost: $2.90 per round.

g. ROYAL ARMS HP-Cutter PURPLE CAP 450 GRAIN HOLLOW POINT REBAR CUTTER ROUND. [Auth. 40 - O/H 20] The round is fired from a breaching shotgun and is used to cut re-bar, penetrates security glass, car doors, and punches into engine blocks. Cost: $2.90 per round.

h. ROYAL ARMS FB-82H 82 PINK CAP 82 GRAIN FLASH BANG HARD. [Auth. 200 - O/H 100] The round is fired from a breaching shotgun and is used as a diversionary device for disorientation or as a breaching round for solid wood doors, light steel, sliders, or car windows. Cost: $2.90 per round.

2. Purpose

To safely gain entry into a structure while minimizing the risk of harm to those inside the structure

3. Authorized Use

Explosive breaching may only occur after authorization by the Incident Commander or SWAT Commander in the field, and during training exercises.

4. Expected Life Span

Detonating cord - 10 years. Blasting Caps - 10 years.
Breaching Shotgun - 25 years.
All Royal Arms breaching rounds – 5 years.

5. Fiscal Impact

a. Funding source: Escondido Police Department Operating Budget.
b. Annual consumable replacement costs: approximately $500.
c. **2022 costs to replace breaching rounds after training totaled approximately $500.**

6. Training

All officers who use explosive breaching tools shall attend an 11-day Master Tactical Breacher course and must additionally receive quarterly training for explosive operations. All officers utilizing breaching shotgun rounds will receive department approved training from a Master Tactical Breacher.

7. Legal and Procedural Rules

Department Instruction 1.24 and 1.46 provide detailed rules addressing the use of force and the employment of this category of equipment. The Department uses breaching equipment and consumables in accordance with the Department's Tactical Operations Group manuals. The Department makes policy and procedure

documents available to the public at: https://police.escondido.org/view-policy-and-procedure-documents.aspx

VIII. Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.

The Department does not use any equipment in this category.

IX. Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.

The Department does not use any equipment in this category.

X. Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

A. The Department uses rifles and ammunition at extended ranges to safely and accurately engage targets when authorized to do so. Most of the weapons are commercially available to the public, although weapons and ammunition may be restricted. The Department does not use or possess automatic weapons.

1. Description, quantity, capabilities, and purchase cost

a. SIONICS Patrol Three SBR 5.56mm Rifle. [Auth. 25 - O/H 20] The Patrol Three rifle is a semi-automatic shoulder-fired long gun that fires a .223/5.56mm projectile. This rifle is a variant of the AR-15 style of rifle and is utilized by SWAT officers. Cost $2,160 each.

b. Colt M4 Trooper 5.56 16" Rifle. [Auth. 170 – O/H 157] Manufacturer description: "The Colt Trooper® Patrol Carbine is a modernized, pro-quality semi- automatic Modern Sporting Rifle based on Colt's legendary M4 platform." This rifle are utilized by officers outside of the SWAT unit. Cost $1,049 each.

c. SCIONICS Patrol Three SBR 5.56mm Rifle. [Auth. 170 – O/H 0] Patrol Three rifle is a semi-automatic shoulder-fired long gun that fires a .223/5.56mm projectile. This rifle is a variant of the AR-15 style of rifle that are in the process of being purchased to replace the Colt M4 Trooper rifles that are nearing end of life. Cost $1,522 each.

d. Colt Commando M4 5.56mm Rifle. [Auth. 4 - O/H 4] The M4 Commando is a compact rifle of US origin. Whereas the original Colt Commando was based on the M16A1, the M4 Commando is based on the improved and NATO compliant M16A2. Just like its predecessor it fills a gap between

pistol caliber sub machine guns and carbines and rifles that have a longer effective range. Cost $1,400 each.

e. Seekins Precision, Inc. SP10 18" Rifle (308 Winchester). [Auth. 4 - O/H 4] The SP10 is a semi-auto 308 caliber precision rifle utilized by SWAT Snipers. The SP10's proprietary design of the upper receiver and handguard provides a rigid, no-flex platform for repeatable, extreme accuracy under any condition. The SP10 lower receiver offers full ambidextrous controls allowing effective, efficient manipulation of the weapon from either side. The SP10 is the perfect large-frame AR platform for hunting, competition, or duty use. Cost $2,340.

f. ArmaLite AR-10 18" Barrel 308 Caliber Rifle. [Auth. 1 - O/H 1] The AR-10 is a semi-auto 308 caliber rifle that is utilized primarily by SWAT. Cost $0, acquired from the United States Department of Justice at no cost.

g. ArmaLite/Eagle Arms AR-10 20" Barrel 308 Caliber Rifle. [Auth. 1 - O/H 1] The AR-10 is a semi-auto 308 caliber rifle that is utilized primarily by SWAT. Cost $ 0, acquired from the United States Department of Justice at no cost.

h. Winchester 5.56mm 64GR Bonded Solid Base Rifle Round. [Auth. 30,000 - O/H 16,000] Manufacturer description: "The Winchester Ranger 5.56mm 64gr Bonded Solid Base rifle duty ammunition has a protected soft point designed to initiate rapid and controlled expansion to quickly stop a potential threat. Its bonded lead core maximizes retained weight for consistent terminal performance through a wide range of demanding barriers. The extruded solid base design maximizes penetration even after encountering a tough barrier such as auto glass. For law enforcement and military personnel only." The duty round that it utilized in SIONICS and Colt rifles. Cost **$897** per 1,000 rounds.

i. Winchester 5.56mm 55GR FMJ Rifle Round. [Auth. 75,000 - O/H 40,000] Manufacturer description: "Backed by generations of legendary excellence, Winchester "USA White Box" stands for consistent performance and outstanding value, offering high-quality ammunition to suit a wide range of hunter's and shooter's needs." The training round that is utilized in the SIONICS and Colt rifles. Cost **$416** per 1,000 rounds.

2022:

Expenditures	**$72,945**
Acquisitions	**$57,725**

j. Hornady 308 Win 168GR A-MAX TAP Rifle Round. [Auth. 16,000 - O/H **12,000**] Manufacturer description: "The 168 gr. A-MAX® bullet is a traditional match grade bullet with the performance advantages of a polymer tip. This bullet demonstrates an increase in penetration and

retained weight over the 155 gr. A-MAX® bullet. Standard barrier performance is exemplary and this load demonstrates controlled and impressive soft tissue expansion without over penetration. The Hornady® 168 gr. A-MAX® TAP Precision® offers industry leading all-around performance for law enforcement precision marksmen providing the ability to stop a threat." The duty round for open air applications for the Seekins Precision SP10. Cost $950 per 1,000 rounds.

2022:

Expenditures	**$808**
Acquisitions	**$4,750**

k. Hornady 308 Win 165GR GMX TAP Barrier Rifle Round. [Auth. 4,000 - O/H 2,000] Manufacturer description: "TAP® Heavy Barrier™ turns cover into concealment. The 165 gr. GMX® TAP® Heavy Barrier™ is constructed of a monolithic copper alloy. It shoots cleaner than pure copper, fouls less and delivers devastating terminal performance. The GMX® bullet penetrates heavy barriers such as 1" laminated glass with exceptional weight retention while still delivering superior terminal performance." The duty round for shooting through barriers, such as glass, utilized in the Seekins Precision SP10. Cost $850 per 1,000 rounds.

l. Ruag 308 Win 164GR Tactical Armor Piercing Rifle Round. [Auth. 1,000 - O/H 500] Manufacturer description: "To be prepared for every scenario, snipers require a round with high penetration power on hard targets such as reinforced glass, body- and light vehicle armour. Because the core stays intact during penetration, it transfers extremely effective residual energy to hard targets. The bullet jacket provides best accuracy, protects the barrel and is stripped off upon impact." The duty round for shooting through hardened barriers utilized in the Seekins Precision SP10. Cost $800 per 300 rounds.

m. Hornady 308 Win 110GR TAP Urban Rifle Round. [Auth. 20,000 - O/H 8,000] Manufacturer description: "This cartridge provides the police marksman a unique bullet that demonstrates rapid expansion, fragmentation and low retained weight. The 110 gr. TAP Urban® bullet offers the least penetration in ballistic gelatin and lower felt recoil as compared to heavier TAP® loads. The 110-gr. bullet demonstrates similar penetration to the 223 Rem 75 gr. BTHP bullet, but with substantially more temporary and permanent cavity and fragmentation, proving itself an excellent choice for high collateral risk environments." The duty round for the ArmaLite AR-10. Cost $950 per 1,000 rounds.

n. Federal 308 Win 150GR FMJ Boat Tail Rifle Round. [Auth. 4,000 - O/H 2,000] Manufacturer description: "Invest in deep penetration with Federal American Eagle Rifle Ammunition .223 55 GR FMJ 20 Box. Feed your rifle quickly. Give your rifle nothing short of perfect cycling with a noncorrosive finish and the top ammo you can find from a reliable ammo company. What

has kept many loyalists buying this rifle ammunition besides the familiar feel and performance is the company's wide range of bullets with unique features designed for use in different conditions and for different shooters." One of the training rounds for the ArmaLite AR-10. Cost **$772** per 1,000 rounds.

o. Winchester 308 Win 147GR FMJ Rifle Round. [Auth. 4,000 - O/H 2,000] Manufacturer description: "This Winchester USA centerfire rifle ammo is the ideal choice for training or extended sessions at the range and provides several features such as no expansion, positive functioning, good accuracy, and no barrel leading." One of the training rounds for the ArmaLite AR-10. Cost $760 per 1,000 rounds.

2. Purpose

To be used as precision weapons to address a threat with more accuracy and/or greater distances than a handgun, if present and feasible, while minimizing risk to officers and the community.

3. Authorized Use

Only members that have completed the EPD rifle training program are authorized to use a rifle. SWAT operators attend additional rifle training courses and are authorized to use a rifle.

4. Expected Life Span

Various manufacturers. Various calibers, models, and types. Lifespan varies on usage and wear.

5. Fiscal Impact

a. Funding sources: Escondido Police Department Operating Budget, Asset Forfeiture Funds and the U.S. Department of Justice.
b. Annual consumable replacement costs: approximately $50 per rifle.
c. **2022 costs totaled approximately $62,475.**

6. Training

Officers must attend a two-day in-house rifle training program before they are issued a rifle. They must then qualify with the rifle three times annually. SWAT operators attend additional training courses and train twice per month.

7. Legal and Procedural Rules

Department Instruction 1.2B Equipment and Weapons and 1.5 Use of Firearms provide detailed rules addressing the use of force and the employment of this

category of equipment. The Department makes policy and procedure documents available to the public at: https://police.escondido.org/view-policy-and-procedure-documents.aspx

XI. Any firearm or firearm accessory that is designed to launch explosive projectiles.

The Department does not use any equipment in this category.

XII. "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.

A. The Department uses a variety of distraction devices, otherwise known as "flashbangs," to produce intense noise and light in order to temporarily disorient dangerous suspects during high risk arrests/warrant services and hostage rescues.

1. Description, quantity, capabilities, and purchase cost

a. Defense Technology Low Roll 12-gram Reloadable Distraction Device. [Auth. 250 - O/H **90**] Manufacturer description: "The Distraction Device Reload utilizes a standard military-style M201A1 type fuze and produces 175 dB of sound output at 5 feet and 6- 8 million candelas for 10 milliseconds." Cost: $36 each

2022:
Expenditures $1,908
Acquisitions $1,728

b. Combined Systems Model 7290 **7** Bang. [Auth. 15 - O/H **12**] Manufacturer description: "The patented multi-bangs feature top and bottom non-fragmenting, minimal movement devices that perform with high reliability incorporating CTS Superior fuze components with the patented and US Army adopted Confidence Clip and pin shroud." Cost: $141 each.

2022:
Expenditures $282
Acquisitions $1,692

c. Combined Systems Model 7290M Mini-Bang. [Auth. 50 - O/H **0**] Manufacturer description: "The CTS 7290M Mini Flash-Bang is the newest generation in the evolution of the Flash-Bang. Our Model 7290M Flash-Bang exhibits all of the same attributes of its larger counterpart but in a smaller and lighter package. Weighing in at just 15 ounces the new 7290M is approximately 30% lighter than the 7290 but still has the same 175db output of the 7290 and produces 6-8 million candela of light. The patented design of the 7290M, incorporates a porting system that eliminates movement of the body at detonation even if the top or bottom

of the device should be in contact with a hard surface. In addition, internal adjustments have greatly reduced smoke output." Cost: $32 each.

2022:
Expenditures $64

2. Purpose

To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

3. Authorized Use

SWAT Operators and Mobile Field Force officers that have received authorized training shall use Diversionary Devices only under the following:

a. By officers who have been trained in their proper use.
b. In hostage and barricaded subject situations.
c. In high risk warrant (search/arrest) services where there may be extreme hazards to officers.
d. During other high-risk situations where their use would enhance officer safety.
e. During training exercises.

4. Expected Life Span

All distraction devices, 5 years.

5. Fiscal Impact

a. Funding source: Escondido Police Department Operating Budget.
b. Annual consumable replacement costs: approximately $6,000.
c. **2022 costs totaled approximately $3,420.**

6. Training

Prior to use, officers must attend divisionary device training that is conducted by POST certified instructors.

7. Legal and Procedural Rules

Department Instruction 1.46 Use of Specialty Munitions provides detailed rules addressing the use of force and the employment of this category of equipment. The Department makes policy and procedure documents available to the public at: https://police.escondido.org/view-policy-and-procedure-documents.aspx

B. The Department uses chemical Agent and Smoke Canisters: to disperse rioters, and flush out armed suspects to help minimize using higher levels of force that could impact officer and community safety. Although the manufactures label their devices as grenades, the equipment used by the Department are not explosive.

1. Description, quantity, capabilities, and purchase cost

a. DEFENSE TECHNOLOGY, SPEDE-HEAT CONTINUOUS DISCHARGE GRENADE, CS, #1072. [Auth. 50 - O/H **33**] Manufacturer description: "The Spede-Heat CS Grenade is a high volume, continuous burn it expels its payload in approximately 20-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom. This launchable grenade is 6.12 in. by 2.62 in. and holds approximately 2.9 oz. of active agent." Cost: $25 each.

2022:
Acquisitions $375

b. DEFENSE TECHNOLOGY, POCKET TACTICAL GRENADE, CS #1016. [Auth. 50 - O/H 18] Manufacturer description: "The Pocket Tactical CS Grenade is small, and lightweight. The 0.9 oz. of active agent will burn approximately 20-40 seconds. At 4.75 in. by 1.4 inches in size, it easily fits in most tactical pouches. This is a launchable grenade; however, it is normally used as a signaling or covering device. Though this device is slightly over four inches in length, it produces a smoke cloud so fast it appears to be an enveloping screen produced by a full-size tactical grenade." Cost $22 each.

c. DEFENSE TECHNOLOGY, FLAMELESS EXPULSION CS GRENADE, and #2042. [Auth. 25 - O/H **15**] Manufacturer description: "The CS Flameless Expulsion Grenade is a compact, non-pyrotechnic, chemical agent device that provides safe expulsion without risk of fire. It is safe to use inside of a residence. Unlike pyrotechnical grenades, this device's contents are expelled upon actuation of a CO2 cartridge that will affect a confined area of approximately 1500 square feet. This grenade is 7.5 in. by 1.65 in. and delivers approximately .16 oz. of active agent during its 3-second discharge time." Cost: $48 each.

2022:
Acquisitions $240

d. DEFENSE TECHNOLOGY, MAXIMUM HC SMOKE MILITARY-STYLE CANISTER, and #1073. [Auth. 25 - O/H 12] Manufacturer description: "The Military-Style Maximum Smoke Grenade comes from the Defense Technology #3 smoke grenade. It is a slow burning, high volume, continuous discharge grenade designed for outdoor use in crowd

management situations. Emits grey-white smoke only for approximately 1.5 to 2 minutes." Cost: $38 each.

e. DEFENSE TECHNOLOGY, POCKET TACTICAL GRENADE, SAF-SMOKE™, and #1017. [Auth. 10 - O/H 2] Manufacturer description: "The Pocket Tactical Saf-Smoke™ Grenade is small, and lightweight. The Saf-Smoke™ will burn approximately 20- 40 seconds. At 4.75 in. by 1.4 inches in size, it easily fits in most tactical pouches. This is a launchable grenade; however, it is normally used as a signaling or covering device. Though it is slightly over four inches in length, it produces a smoke cloud so fast it appears to be an enveloping screen produced by a full size tactical grenade." Cost $18 each.

f. DEFENSE TECHNOLOGY, STINGER 32 CALIBER RUBBER BALL GRENADE, #1090SC. [Auth. 20 - O/H 8] Manufacturer description: "The Stinger® Rubber Ball Grenade with safety clip is a maximum effect device that delivers three stimuli for psychological and physiological effects: rubber pellets, light, and sound. The Stinger® Rubber Ball Grenade is most widely used as a crowd management tool by Law Enforcement and Corrections. The Stinger® Rubber Ball Grenade has an initial 1.5 second delay that initiates fuze assembly separation, followed by another .5 second delay before the blast which is sufficient to project the rubber balls in a 50-foot radius." Cost $45 each.

g. DEFENSE TECHNOLOGY, HAN-BALL GRENADE CS, #1092. [Auth. 20 - O/H 10] Manufacturer description: "The Han-Ball™ CS Grenade is an outdoor use grenade expelling its payload in approximately 15-20 seconds. The rubber ball round has an overall size of 4.8 in. tall, including the fuze head, and 3.1 in. diameter. This launchable grenade holds approximately 1.6 oz. of active agent which is expelled through three ports around the equator of the ball. Due the intense heat generated by this grenade, it should not be used inside a building or near flammable material." Cost $45 each.

h. COMBINED TACTICAL SYSTEMS, RIOT CS SMOKE, #5230. [Auth. 60 - O/H 30] Manufacturer description: "Large diameter burning grenade that discharges a high volume of smoke and chemical agent through multiple emission ports. Specifically for outdoor use and should not be deployed on rooftops, in crawl spaces or indoors due to potential fire hazard. Can be hand thrown or launched. Discharge duration can reach up to 40 seconds." Cost $37 each.

i. COMBINED TACTICAL SYSTEMS, RIOT CS SMOKE TRIPLE-PHASER, #5231. [Auth. 30 - O/H 15] Manufacturer description: "CS Triple Phaser canister grenade is a large diameter grenade consisting of 3 separate aluminum canisters pressed together with separate charges between each canister. When deployed, the grenade will separate over a

broad space to give a wider area of coverage. Can be launched or thrown." Cost $37 each.

j. COMBINED TACTICAL SYSTEMS, WHITE SMOKE CANISTER GRENADE, #6210. [Auth. 10 - O/H 5] Manufacturer description: "White outdoor smoke grenades are used for obscuring tactical movement and signaling or marking a landing zone." Cost $37 each.

k. COMBINED TACTICAL SYSTEMS, BLUE SMOKE CANISTER GRENADE, #6210B. [Auth. 10 - O/H 5] Manufacturer description: "Blue outdoor smoke grenades are used for obscuring tactical movement and signaling or marking a landing zone." Cost $37 each.

l. COMBINED TACTICAL SYSTEMS, WHITE SMOKE TACTICAL CANISTER GRENADE, #8210. [Auth. 10 - O/H 3] Manufacturer description: "Small diameter pyrotechnic irritant smoke grenade for outdoor use to disperse crowds. Emits smoke for up to 30 seconds and is small enough to carry in a pocket. Can be hand thrown or launched." Cost $32 each.

m. COMBINED TACTICAL SYSTEMS, RED SMOKE TACTICAL CANISTER GRENADE, #8210R. [Auth. 10 - O/H 3] Manufacturer description: "Small diameter pyrotechnic irritant smoke grenade for outdoor use to disperse crowds. Emits smoke for up to 30 seconds and is small enough to carry in a pocket. Can be hand thrown or launched." Cost $32 each.

2. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to:

a. Self-destructive, dangerous and/or combative individuals.
b. May only be used in riots and civil unrest incidents in accordance with all applicable laws.
c. Circumstances where a tactical advantage can be obtained.
d. Potentially vicious animals.
e. Training exercises or approved demonstrations.

3. Authorized Use

Only officers who have received training from POST certified instructors in the use chemical agents are authorized to use chemical agents.

4. Expected Life Span

5 years from the manufacturing date.

5. Fiscal Impact

a. Funding source: Escondido Police Department Operating Budget.
b. Annual consumable replacement costs: approximately $10,000.
c. **2022 costs totaled approximately $615.**

6. Training

Sworn members utilizing chemical agent canisters are trained by certified POST less lethal and chemical agents instructors.

7. Legal and Procedural Rules

Department Instruction 1.6 Use of Tear Agents and Equipment and 1.46 Use of Specialty Munitions provide detailed rules addressing the use of force and the employment of this category of equipment. The Department makes policy and procedure documents available to the public at: https://police.escondido.org/view-policy-and-procedure-documents.aspx

C. Combined Systems LC5 40mm Launching Cup: Cups that attach to 12 gauge less lethal shotguns which allow officers to launch canisters of chemical agents or smoke.

1. Description, quantity, capabilities, and purchase cost

a. COMBINED SYSTEMS, LC5 40MM LAUNCHING CUP. [Auth. 4 - O/H 2]. Manufacturer description: "The LC5 Launching Cups are designed for the 5200 series grenades. The cups can be attached to virtually any 12ga shotgun and the munition launched with our model 2600 launching cartridge." Cost: $302 each.

b. COMBINED SYSTEMS, CS BAFFLED CANISTER GRENADE, PYRO, LOW FLAME POTENTIAL, #5230B. [Auth. 50 - O/H **22**] Manufacturer description: "Pyrotechnic grenade designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire." Cost $37.

2022:
Expenditures $666
Acquisitions $740

c. COMBINED SYSTEMS, 12GA LAUNCHING CARTRIDGE, #2600. [Auth. 50 - O/H **22**] The 12ga Launching cartridge is to be used with the 52 series launching cup. Cost $4 per round.

2022:
Expenditures $72
Acquisitions $80

2. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

3. Authorized Use

This equipment is authorized for use by SWAT officers who have received formal training by POST Certified Chemical Agents Instructors.

4. Expected Life Span

Combined Systems LC5 40MM Launching Cup- 25 years.

5. Fiscal Impact

a. No Funding source: Escondido Police Department Operating Budget.
b. No predetermined annual consumable replacement costs.
c. **2022 costs totaled approximately $820.**

6. Training

Officers utilizing the launching cups are trained in there use by SWAT POST certified chemical agents instructors.

7. Legal and Procedural Rules

Department Instruction 1.6 Use of Tear Agents and Equipment and 1.46 Use of Specialty Munitions provide detailed rules addressing the use of force and the employment of this category of equipment. The Department makes policy and procedure documents available to the public at: https://police.escondido.org/view-policy-and-procedure-documents.aspx

D. PepperBall: A non-lethal munitions system that employs paint ball launchers to fire "pepper balls" that contain powdered OC in place of the paint. The pepper ball delivery system combines chemical agent exposure with kinetic energy impact to aid in its effectiveness in addressing armed and/or violent individuals or crowds. Pepper ball munitions also include glass breaking rounds and marking rounds.

1. Description, quantity, capabilities, and purchase cost

a. PepperBall SA200 Launcher. [Auth. 4 – O/H 4] The PepperBall SA200 is the Tippmann Pro/Carbine launcher used widely in the paintball arena

as a rental marker. It was sold by PepperBall from 1999 to 2006. The launcher features a horizontal forearm grip and breech opening similar to a shotgun. This is one of the most reliable air-powered launchers ever designed and with proper maintenance, should last law enforcement and military customers for decades to come. Tippmann stopped production of this launcher in 2006. Cost $140 each.

b. PepperBall Live Projectile (Red/White). [Auth. 5,000 – O/H 2,250] Manufacturer description: "The basic PepperBall projectile, it contains 0.5% PAVA, and is excellent for direct impact and area saturation, especially in confined, interior spaces." Cost $1,000 per 375 projectiles.

c. PepperBall Live SD Projectile (Red). [Auth. 5,000 – O/H 750] Manufacturer description: "The live PepperBall round contains 2.0% PAVA. It is effective for direct impact and area saturation when there is no line of sight." Cost $1,000 per 375 projectiles.

d. PepperBall Inert Projectile (Purple). [Auth. 5,000 – O/H 1,500] Manufacturer description: "Containing a harmless, scented powder, this projectile is best suited for training, qualifications, and direct impact when chemical exposure is not desired." Cost $355 per 1,500 projectiles.

e. 1 – PepperBall Marking Projectile. [Auth. 1,000 – O/H 250] Manufacturer description: "This projectile contains a paint solution that can be used to mark suspects for later apprehension and/or marking doors, openings, or objects for identification." Cost $200 per 250 projectiles.

2. Purpose

Pepper ball launchers give officers the ability to address an armed and/or violent suspect(s) with a non-lethal munition that delivers both chemical agent and kinetic energy impact. This combination can be extremely effective in gaining compliance or reducing threat potential with an armed and/or violent suspect(s). Due to its design, pepper balls can be delivered from a larger standoff distance allowing for an added degree of officer safety. Its high round capability and accuracy allow for its use in a wide variety of operational environments.

3. Authorized Use

Pepper ball launchers and pepper ball munitions are to be used exclusively by the Mobile Field Force unit. The use of pepper ball munitions is only authorized under certain circumstances and is contingent on the approval of a MFF supervisor absent exigent circumstances.

4. Expected Life Span

PepperBall Launcher – No manufacturer life span indicated by manufacturer. PepperBall Munitions – Approximately three (3) year shelf life.

5. Fiscal Impact

a. Funding source: Escondido Police Department Operating Budget.
b. Annual consumable replacement costs: approximately $2,000
c. **2022 costs for replacements after training were approximately $2,000.**

6. Training

PepperBall Launchers are issued to grenadiers on the Mobile Field Force unit. The grenadiers attend a POST Chemical Agents and Less Than Lethal Instructor course. They train annually with the PepperBall system.

7. Legal and Procedural Rules

Department Instruction 1.6 Use of Tear Agents and Equipment and 1.46 Use of Specialty Munitions provide detailed rules addressing the use of force and the employment of this category of equipment. The Department makes policy and procedure documents available to the public at: https://police.escondido.org/view-policy-and-procedure-documents.aspx

XIII. Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).

A. LRAD: Long Range Acoustical Device (LRAD) is a high intensity directional acoustical array for long range, crystal clear hailing, notification, and an unmistakable warning tone. The LRAD is primarily used as a communication device.

1. Description, quantity, capabilities, and purchase cost

GENASYS LRAD 100X. [Auth. 2 – O/H 1] Manufacturer description: "Self-contained, portable, and featuring an extended voice broadcast range out to 600 meters, the LRAD 100X ensures voice messages are clearly heard and understood. LRAD's optimized driver, waveguide, and power efficiency technologies enable the LRAD 100X to provide several hours of clear, continuous communication from a single battery charge." Cost $15,410.

a. Purpose

To be used to issue dispersal orders during crowd and riot control situations or to address the public in the event of civil emergencies, natural disasters, evacuations, and police incidents (e.g., missing persons, perimeters for wanted suspects/ K9 deployments, etc.). The LRAD may also be used to issue a warning tone.

b. Authorized Use

The LRAD shall only be used by officers trained in its deployment and used in a manner consistent with Department policy and training.

c. Expected Life Span

25 years.

d. Fiscal Impact

i. Funding source: Escondido Police Department Operating Budget
ii. Annual consumable replacement costs: approximately $100.
iii. **2022 costs were $0; nothing needed for this item.**

e. Training

All operators receive training prior to operating any of the LRAD's in the field.

f. Legal and Procedural Rules

Department Instruction 1.30 Long Range Acoustical Device (LRAD) provides detailed rules addressing the use of force and the employment of this category of equipment. The Department makes policy and procedure documents available to the public at: https://police.escondido.org/view-policy-and-procedure-documents.aspx

IXV. The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.

A. 40mm Launchers and Rounds: 40MM Launchers are utilized by department personnel as a less lethal tool to launch impact rounds or chemical agents.

1. Description, quantity, capabilities, and purchase cost

a. DEFENSE TECHNOLOGY, 40MM SINGLE SHOT LAUNCHER, #1425. [Auth. 170 – O/H 79] Manufacturer description: "The 40MM Single Launcher is a tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable Integrated Front Grip (IFG) with light rail. It will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. It will launch a 40MM less lethal round up to 131 feet." Cost $905 each.

b. PENN ARMS, 40MM TACTICAL 6-SHOT LAUNCHER. [Auth. 4 – O/H 2] Manufacturer description: "A 40mm pump-action advance magazine drum launcher. It has a six-shot capacity and rifled barrel." Cost $3,275 each.

c. DEFENSE TECHNOLOGY, 40MM EXACT IMPACT SPONGE, #6325. [Auth. 2,500 – O/H **550**] Manufacturer description: "A less lethal 40mm lightweight plastic and foam projectile fired from a single or multi-round purpose built 40mm grenade launcher with a rifled barrel at 325 FPS. The 30-gram foam projectile delivers 120 ft./lbs. of energy on impact. The 40mm Exact Impact Sponge Round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 131 feet from the target." Cost $18 each.

2022:
Expenditures $4,950

d. DEFENSE TECHNOLOGY, EXACT IMPACT™ LE 40 MM EXTENDED RANGE SPONGE ROUND, #6325LE. [Auth. 50 – O/H 3] Manufacturer description: "The eXact iMpact™ 40 mm Sponge Round is a point-of-aim, point-of-impact direct- fire round. This lightweight, high-speed projectile consisting of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40 mm launcher's rifled barrel. The round utilizes smokeless powder as the propellant, and, therefore, have velocities that are extremely consistent. Used for Crowd Control, Patrol, and Tactical Applications." Cost $18 each.

e. DEFENSE TECHNOLOGY, DIRECT IMPACT® 40 MM OC CRUSHABLE FOAM ROUND, #6320. [Auth. 25 – O/H 7] Manufacturer description: "The 40mm Direct Impact® munition is a point-of-aim, point-of-impact direct-fire round. An excellent solution whether you need to incapacitate a single subject or control a crowd. When loaded with OC powder, the Direct Impact combines blunt trauma with the effects of an irritant powder, maximizing the potential for incapacitation." Cost $21 each.

f. DEFENSE TECHNOLOGY, DIRECT IMPACT® 40MM CS CRUSHABLE FOAM ROUND, #6322. [Auth. 50 – O/H 9] Manufacturer description: "The 40mm Direct Impact® munition is a point-of-aim, point-

of-impact direct-fire round. An excellent solution whether you need to incapacitate a single subject or control a crowd. When loaded with CS powder, the Direct Impact combines blunt trauma with the effects of an irritant powder, maximizing the potential for incapacitation." Cost $21 each.

g. DEFENSE TECHNOLOGY, DIRECT IMPACT® 40MM MARKING CRUSHABLE FOAM ROUND, #6322. [Auth. 50 – O/H 12] Manufacturer description: "The 40mm Direct Impact® munition is a point-of-aim, point-of-impact direct-fire round. An excellent solution whether you need to incapacitate a single subject or control a crowd. When loaded with a green marking agent, the Direct Impact can be used to indicate the aggressor in a crowd or riot situation to the team on the ground." Cost $18 each.

h. DEFENSE TECHNOLOGY, FERRETT 40MM LIQUID BARRICADE PENETRATOR ROUND, #2262. [Auth. 100 – O/H **19**] Manufacturer description: "A less lethal 40MM round used to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle. In a tactical deployment situation, the 40mm Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects." Cost $23 each.

2022:
Expenditures $713

i. DEFENSE TECHNOLOGY, MUZZLE BLAST 4MM ROUND, OC, 6040. [Auth. 25 – O/H 10] Manufacturer description: "The 40 mm Muzzle Blast OC Round is widely used as a crowd management tool for the immediate and close deployment of chemical agent. It can also be employed in tactical operations such as barricaded subjects for area denial, area contamination, and a means of contaminating crawl spaces and attics. As a pain compliance round it is an excellent device for deploying chemical-laden OC powder at close ranges for indoor or outdoor operations. It has a maximum effective range of 30 feet /9.1 meters." Cost $20 each.

j. DEFENSE TECHNOLOGY, MUZZLE BLAST 4MM ROUND, CS, 6042. [Auth. 50 -O/H 30] Manufacturer description: "The 40 mm Muzzle Blast CS Round is widely used as a crowd management tool for the immediate and close deployment. It can also be employed in tactical operations such as barricaded subjects, room clearing, area denial, and for small space contamination, and a means of contaminating crawl spaces and attics. As a pain compliance round it is an excellent device for deploying chemical-laden CS powder at close ranges for indoor or outdoor operations. The cloud

of agent is very effective in filling holes in dispersals lines or engaging crowds at close distances." Cost $20 each.

k. COMBINED TACTICAL SYSTEMS, 40MM CS MUZZLE BLAST, #4630. [Auth. 25 – O/H 5] Manufacturer description: "A 40MM aluminum cartridge that launches a single projectile round emitting smoke or irritant agents via rapid burning. Used effectively during riots at safe stand-off distances to disperse groups or deny areas." Cost $28 each.

l. COMBINED TACTICAL SYSTEMS, 40MM CS SMOKE, PYRO, 4.8″ LONG, #4230. [Auth. 25 – O/H 5] Manufacturer description: "A 40MM aluminum cartridge that launches a single projectile round emitting smoke or irritant agents via rapid burning. Used effectively during riots at safe stand-off distances to disperse groups or deny areas." Cost $28 each.

m. COMBINED TACTICAL SYSTEMS, 40MM CS MULTI 3 SMOKE, 4.8″ LONG, #4233. [Auth. 25 – O/H 14] Manufacturer description: "This 40MM aluminum cartridge launches 3 sub-munitions that emit CS via rapid burning. The munition is used from a stand-off distance and it is effective to disperse unruly crowds or deny areas during riots and civil disorder." Cost $28 each.

n. DEFENSE TECHNOLOGY, 40MM WARNING/SIGNALING MUNITION, 100 METER, #6029WS. [Auth. 25 – O/H 4] Manufacturer description: "The 40mm Aerial Warning/Signaling Munition, 100 meters, is intended for use in situations where stand-off distance is desired, giving the operator the ability to engage crowds, vehicles, or vessels. Launched from a 40mm platform, the munitions deflagrate at a set distance of 100 meters to deliver 170 dB of sound and 5 million candelas of light, noticeable in day or night conditions. A tactile feature on the nose of the cone indicates the designated distance." Cost $25 each.

o. DEFENSE TECHNOLOGY, 40MM WARNING/SIGNALING MUNITION WITH CS, 100 METERS WITH PAYLOAD, #6029CS. [Auth. 25 – O/H 5] Manufacturer description: "The 40 mm Warning/Signaling Munition will produce 170 dB of sound and 5 million candelas of light. This munition has an operational range of 100 meters. Launched from a 40 mm platform, this munition gives the operator the ability to engage people, vehicles or vessels from a safe stand-off position." Cost $28 each.

p. DEFENSE TECHNOLOGY, SKAT SHELL SAF-SMOKE, #6173. [Auth. 25 – O/H 5] Manufacturer description: "The Skat Shell® 40 mm Saf-Smoke™ multiple chemical projectile round with four separate sub-munitions is designed to deliver multiple Saf- Smoke canisters from a 40 mm launcher. It is widely used as a crowd management tool for the rapid and broad deployment of a chemical agent by a single grenadier. The Skat

Shell contains four separate sub-munitions that function individually. The small scattering effect and the rapid burning of the sub-munitions provide a wide area of coverage and has a maximum effective range of 80-100 yards." Cost $20 each.

q. DEFENSE TECHNOLOGY, STINGER 32-CALIBER RUBBER BALLS ROUND, #6096. [Auth. 25 – O/H 10] Manufacturer description: "The Stinger® 40 mm 32-Caliber Round is most widely used as a crowd management tool by Law Enforcement and Corrections. The round contains approximately 130 32-Caliber rubber balls. It utilizes smokeless powder as the propellant and has more consistent velocities and tighter patterns compared to its 37mm counterpart. It is suitable for administering a means of pain compliance over close to medium ranges of fire and for routing crowds or groups that are mildly resistive." Cost $30 each.

r. COMBINED TACTICAL SYSTEMS, 40MM CS LIQUID BARRICADE, SPIN STABILIZED, 4.1″ LONG, #4330. [Auth. 100 – O/H 24] Manufacturer description: "Liquid CS filled projectile penetrates intermediate barriers and delivers irritant agents into an adjacent room." Cost $28 each.

s. COMBINED TACTICAL SYSTEMS, 40MM MULTI 3 FOAM BATON, SMOKELESS, 4.8″ LONG, #4551. [Auth. 25 – O/H 9] Manufacturer description: "The Model 4551 Sponge Baton is a spin-stabilized projectile delivering blunt trauma effect. Although it is extremely accurate and consistent, accuracy is dependent on the launcher, using open sights vs. an improved sight, environmental conditions, and the operator. Effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts. CAUTION: Shots to the head, neck, thorax, heart, or spine can result in fatal or serious injury." Cost $28 each.

t. COMBINED TACTICAL SYSTEMS, 40MM .31 CAL STING- BALLS, SMOKELESS, 4.8″ LONG, #4553. [Auth. 25 – O/H 9] Manufacturer description: "The Model 4553 .31 Cal Sting-balls projectile delivering blunt trauma effect. Although it is extremely accurate and consistent, accuracy is dependent on the launcher, using open sights vs. an improved sight, environmental conditions, and the operator. Effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts." Cost $28 each.

u. COMBINED TACTICAL SYSTEMS, 40MM .60 CAL STING- BALLS, SMOKELESS, 4.8″ LONG. [Auth. 25 – O/H 10] Manufacturer description: "40MM crowd dispersal cartridge containing a payload of .60 caliber stinging pellets. To be fired below the belt-line at an approaching non-compliant individual or crowd." Cost $28 each.

2. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

3. Authorized Use

Situations for use of the less lethal weapon systems may include, but are not limited to:

a. Self-destructive, dangerous and/or combative individuals.
b. May only be used in riot/crowd control and civil unrest incidents in accordance with all applicable laws.
c. Circumstances where a tactical advantage can be obtained.
d. Potentially vicious animals.
e. Training exercises or approved demonstrations.

4. Expected Life Span

Defense Technology #1425 - 25 years. Penn Arms Multi-Launcher – 25 years. All munitions – 5 years.

5. Fiscal Impact

a. Funding source: Escondido Police Department Operating Budget.
b. Annual consumable replacement costs: approximately $50,000.
c. **2022 costs were $0; nothing needed for this item.**

6. Training

Sworn members utilizing 40MM less lethal chemical agents or impact rounds are trained in there use by POST certified less lethal and chemical agents instructors.

7. Legal and Procedural Rules

Department Instruction 1.6 Use of Tear Agents and Equipment and 1.46 Use of Specialty Munitions provide detailed rules addressing the use of force and the employment of this category of equipment. The Department makes policy and procedure documents available to the public at: https://police.escondido.org/view-policy-and-procedure-documents.aspx

XV. Any other equipment as determined by a City Council or a state agency to require additional oversight.

The Department does not use any equipment in this category.

STAFF REPORT

April 19, 2023
File Number 0830-20

SUBJECT

REQUEST FOR AUTHORIZATION TO PROCESS A GENERAL PLAN AMENDMENT OF A COMMERCIAL PROPERTY ADDRESSED AT 240 S. HICKORY STREET (PL23-0128)

DEPARTMENT

Development Services Department, Planning Division

STAFF RECOMMENDATION

Request that the City Council authorize City staff to accept and process an application for an amendment to the General Plan land-use designation from Office (O) to Urban V (U5) with a density of up to 30 dwelling units per acre (du/ac).

Staff Recommendation: Approval (Development Services Department: Andrew Firestine, Director of Development Services)

Presenter: Jay Paul, Senior Planner

PROJECT DESCRIPTION

The Development Services Department received a request from Howes/Weiler/Landy ("Applicant") on behalf of Escondido Investments, LLC to initiate a General Plan Amendment of the subject parcel from Office (O) to Urban V (U5). This proposed General Plan Amendment would facilitate the conversion of an existing three-story office/commercial building to multi-family residential development with a density up to 30 du/ac and potential yield of up to approximately 20 units.

The City Council is being asked to determine whether or not to authorize an application to amend the General Plan land-use designation for the subject parcel. Authorizing this request does not have a legally binding effect on any possible future discretionary action. This direction does not reflect whether the City Council would ultimately approve the request or the proposed project. The City Council's formal action on the General Plan Amendment and project would be taken in the future at a public hearing with a recommendation from the Planning Commission.

CITY of ESCONDIDO

STAFF REPORT

LOCATION

The 0.69-acre parcel is located on the northeast corner of S. Hickory Street and E. 3rd Avenue, addressed at 240 S. Hickory Street (Assessor Parcel Number 229-492-14-00) and is depicted in Attachment "1" to this staff report.

FISCAL ANALYSIS

Authorization to process this General Plan Amendment would have no direct fiscal impact. The privately initiated request, if and when submitted, would be processed using existing staff resources with costs to be paid by the project applicant. Future redevelopment of the property would require on- and off-site improvements to conform to current design standards. The applicant would be responsible for constructing these improvements. As part of the overall decision-making process to move forward with a proposed development project, it is important to evaluate the contributions and demands that development will place upon a public agency's general fund and the city or county's ability to provide ongoing public services. To avoid the need for a city or county to subsidize new development, cities and counties can establish or require special funding mechanisms to ensure that new development pays for itself. At the time of this writing, an applicant is required to fully offset potential impacts to the General Fund created by their project. This can be accomplished through either formation of a Community Facilities District ("CFD"), annexation into CFD No. 2020-01, or establishment of another lawful funding mechanism reasonably acceptable to the City ("Public Services Funding Agreement"). It should be noted, however, that the City Council has directed staff to look at the current policy and bring back recommendations that may modify this requirement.

BACKGROUND AND ANALYSIS

In accordance with section 33-1261 of the Zoning Code, a property owner may petition for an amendment to the General Plan by filing a formal request/letter with the Planning Division and the planning staff schedules a review of the request at a City Council meeting. The City Council considers the request and determines whether to allow formal application for processing. If the request is authorized for processing, the interested parties will be advised to submit required application(s) with the City's Planning Division, which will include initial environmental documentation, submittal of all fees/deposits, and project plans, etc. The proposed amendment to the General Plan and associated project will require consideration by the Planning Commission and City Council at noticed public hearings.

A letter of intent was submitted for consideration to initiate the amendment to the General Plan, and the letter provides additional information on the intent of the application (Attachment "2"). Planning staff has met with the applicant to discuss some preliminary issues related to the feasibility of the request, possible environmental and design concerns, and the procedures to be followed through the process. It is anticipated the application will include requests for the General Plan Amendment, a Zone Change to either R-5-30 (Multi-Family Residential, up to 30 du/ac) or Planned Development-Residential – 30.0 du/ac,

a Master and a Precise Development Plan or Plot Plan. Details of the proposed project will be analyzed by city staff once a formal application is submitted. It is possible the initial project description may require changes as a result of issues identified during review of the project. Any changes will be reviewed to ensure they meet the strategic goals identified in the General Plan.

The current General Plan designation for the project site and surrounding area is shown in Attachment "3". The project site is located outside of the Downtown Specific Planning Area and East Valley Commercial corridor, and is currently developed with a three-story commercial/office building with an underlying zoning designation of Hospital Profession (HP). The surrounding neighborhood generally consists of a mix of medium density multi-family residential and single-family residential development. Office/commercial development is located further to the north along with the Palomar Heights mixed-use multi-family project currently under construction. The parcel is located in close proximity (one block south) of the proposed East Valley Specific Plan that envisions a land-use designation of Urban IV/V for the parcels north of the subject site as identified in Attachment "4".

In accordance with State law, a General Plan may not be amended more than four times in a calendar year. To date, two General Plan Amendments have been approved this year (Housing Element Update and North Iris Residential Project). The East Valley Parkway Specific Plan/General Plan Amendment is currently being processed and is anticipated to be considered by the Planning Commission and City Council later this calendar year. This proposed project would constitute the fourth amendment request and staff anticipates a fifth amendment request to be considered for potential Council initiation in May. Although these requests may be initiated for processing this calendar year, the more complex projects most likely would not be considered by the Council until calendar year 2024. Depending on the timing of individual applications, requests to amend the General Plan may be bundled into a single amendment.

ENVIRONMENTAL REVIEW

The request to initiate a General Plan Amendment is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15262, Feasibility and Planning Studies, which states that "*A Project involving only feasibility or planning studies for possible future actions which the agency, board, or commission has not approved, adopted, or funded does not require the preparation of an EIR of Negative Declaration*." Because the request involves only the consideration of whether to process an application for an amendment of the General Plan, and not the amendment itself, action taken by the City Council on this item provides only general direction and does not have a legally binding effect on any possible future discretionary action.

In accordance with CEQA, all Project requests are required to have an environmental assessment to determine potential environmental impact, if any. The proposed project, if submitted, will be subject to environmental assessment to determine potential environmental impacts in accordance with CEQA.

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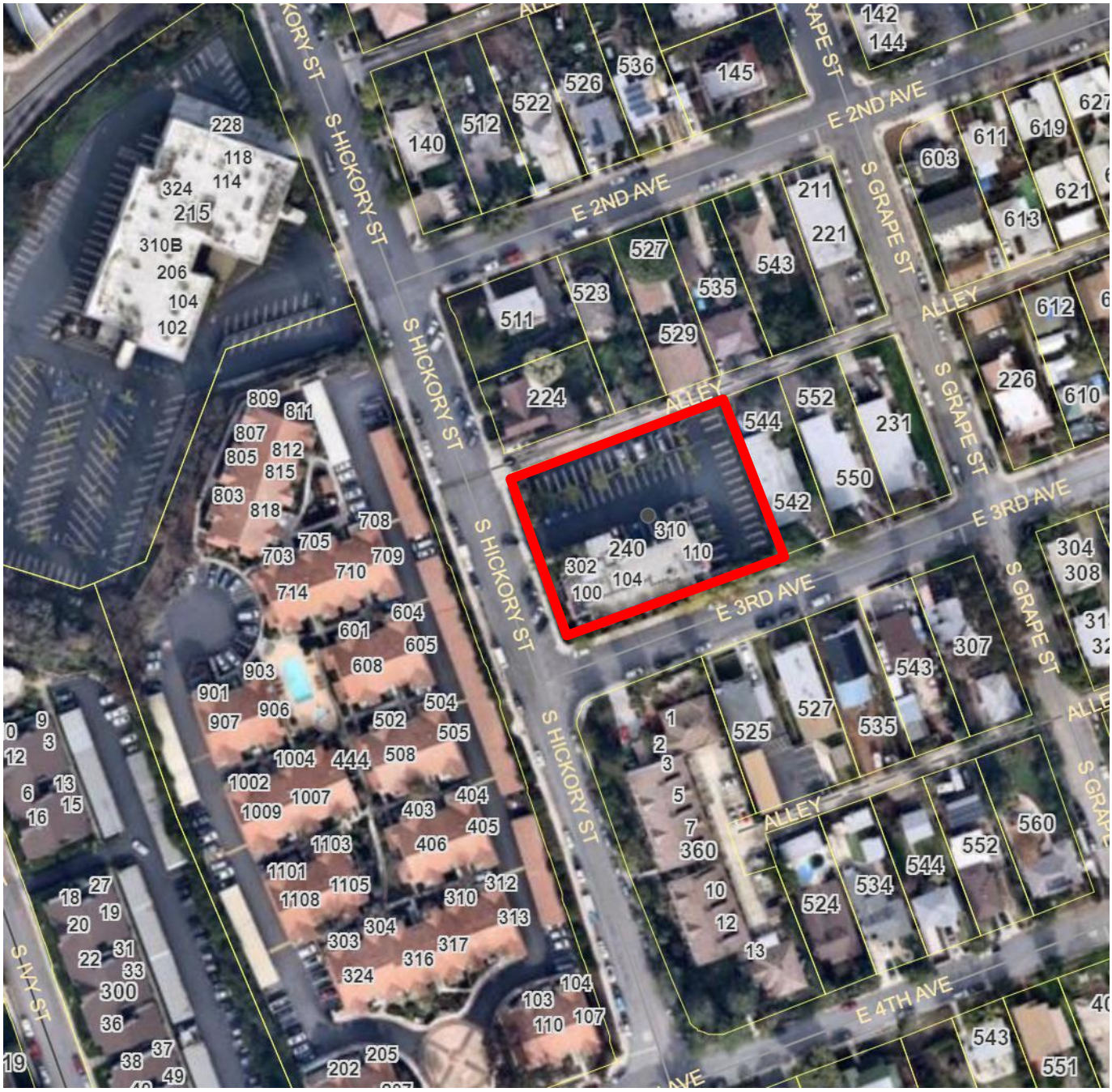
ATTACHMENTS

1. Attachment 1 – Location Map/Aerial
2. Attachment 2 – Request and Project Summary Letter
3. Attachment 3 – General Plan Designation Map
4. Attachment 4 – East Valley Specific Plan Proposed Land Use Plan



Location - Aerial Map
240 S. Hickory Street
APN 229-492-14

HOWES | WEILER | LANDY
PLANNING & ENGINEERING

March 13, 2023

Mr. Jay Paul
City of Escondido
201 North Broadway
Escondido, California 92025

Re: 240 S. Hickory Street Residential Project – Request for Authorization to Proceed with a General Plan and Zone Amendment Application

Dear Mr. Paul,

It has become clear over the years that the rising housing costs and lack of affordable housing options have led to a rise in homelessness in the region, including within the City of Escondido. The conversion of existing buildings to housing allows for the creation of new housing through adaptive reuse of existing buildings, thereby substantially maintaining the existing scale and character of established neighborhoods. This in turn, allows for lower cost rent for the new units, which provides a much-needed housing type for those seeking housing at the lower end of the cost spectrum.

Therefore, Escondido Investments LLC (applicant) is requesting the City of Escondido (City) process a General Plan Amendment (GPA) and Zone Amendment (AZ) to allow the conversion of an existing medical office building located at 240 S. Hickory Street in Escondido (APN: 229-492-14-00) to a 21-unit, one- and two-bedroom multi-family residential development in accordance with Article 19, Planned Development (P-D) Zone, of the Escondido Municipal Code (EMC).

The project site is approximately 0.69 acres in size and contains one, three-story structure historically used for medical offices. The existing building contains a total of approximately 16,885 square feet (sf) of gross building area with 21 office units. The site is surrounded by single-family residences and low-rise medical offices to the north, single-family residences to the east, condominiums and single-family residences to the south, and multi-family residences (Summit Apartments) to the west.

The current land use designation for the project site is Office, which accommodates a variety of activities in an office environment and is intended to prevent the proliferation of individual isolated offices. The project site has a land use designation of General Office (2.0 FAR), as defined in the City's General Plan. The current zoning designation for the project site is Hospital Professional (H-P), which is considered a commercial zoning designation for interim development of medical or office use. Surrounding zoning and land use designations include H-P and Office to the north, Light-Multiple Residential (R-2-12) and Office to the east, R-2-12 and Urban II (U2) to the south, and Residential Planned Development (PD-R-12) and U2 to the west.

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PLANNING & ENGINEERING

By processing a Planned Development, the project would convert the underutilized medical office building to a 21-unit multi-family residential building, which results in a density of approximately 30 units per acre. The proposed one- and two-bedroom units would range in size from 439 sf to 832 sf. The site would operate as a market-rate rental property offering a lower cost and stable long-term living situation (six-months or longer). This would allow for a greater variety of housing availability for the community. The proposed project will not offer social or transitional support services. However, the proposed physical improvements will result in an enhanced environment for tenants and have a positive influence on the surrounding community.

The Project would include interior and exterior site improvements, including, but not limited to, the delineation of living and bedroom space in each unit, installation of kitchens and bathrooms in each unit, shared laundry facility, and tenant storage space, creation of outdoor common areas, and upgrades to the parking lot and outdoor landscaping. Open space and common areas are also proposed to enhance the living experience of tenants. The project would include approximately 2,800 sf of common area.

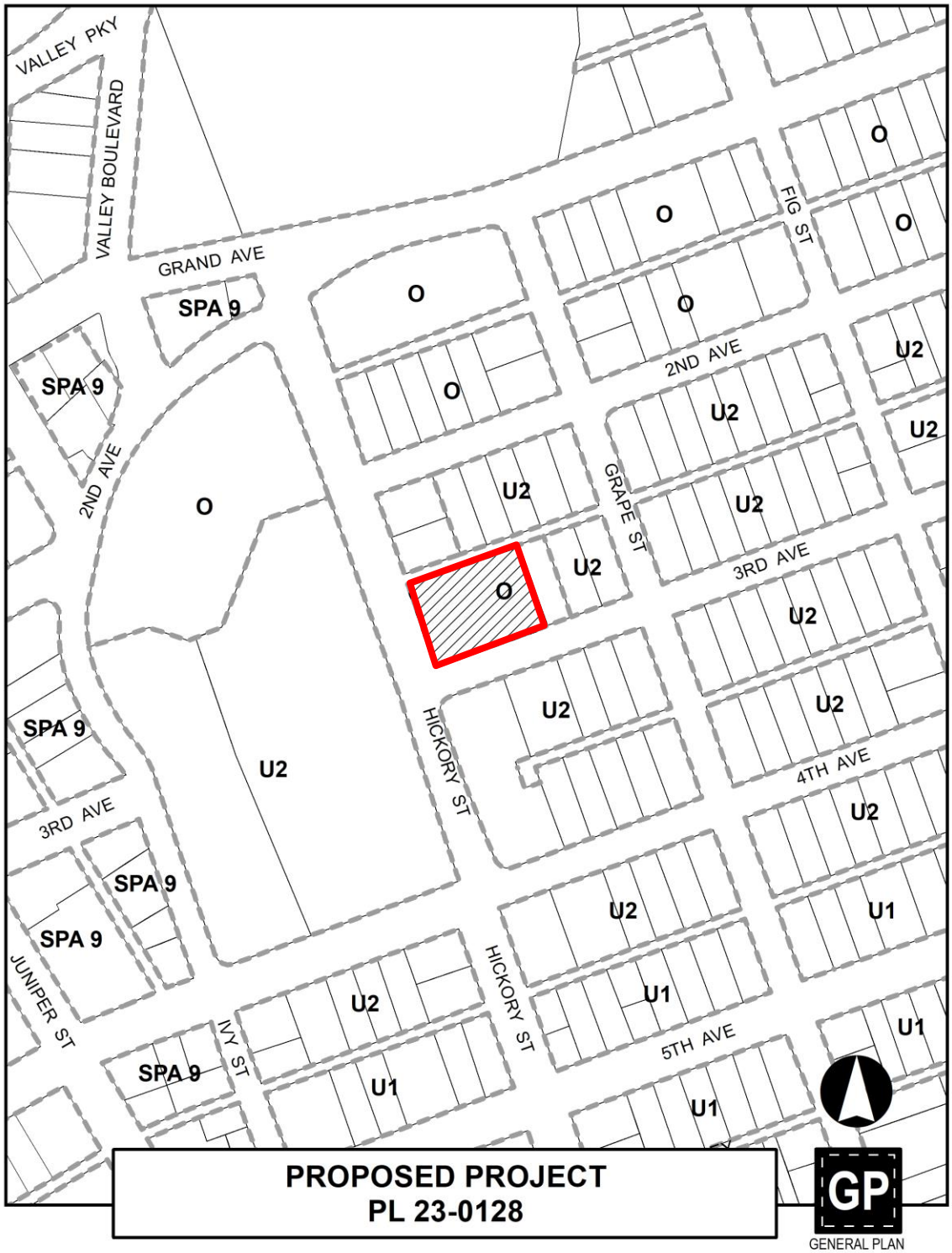
There are currently a total of 61 parking spaces on site. According to EMC Article 39 Off-Street Parking, 1.5 spaces are required for 1-bedroom units, while 2 spaces are required for 2-bedroom units. In addition, 1 parking space per 4 units is required for guest parking. Therefore, the proposed 21-unit residential project would require 38 parking spaces.

We appreciate the opportunity to present this request for authorization to proceed with the application process.

Sincerely,

Sally Schifman

Sally Schifman
Project Manager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U1
5TH AVE
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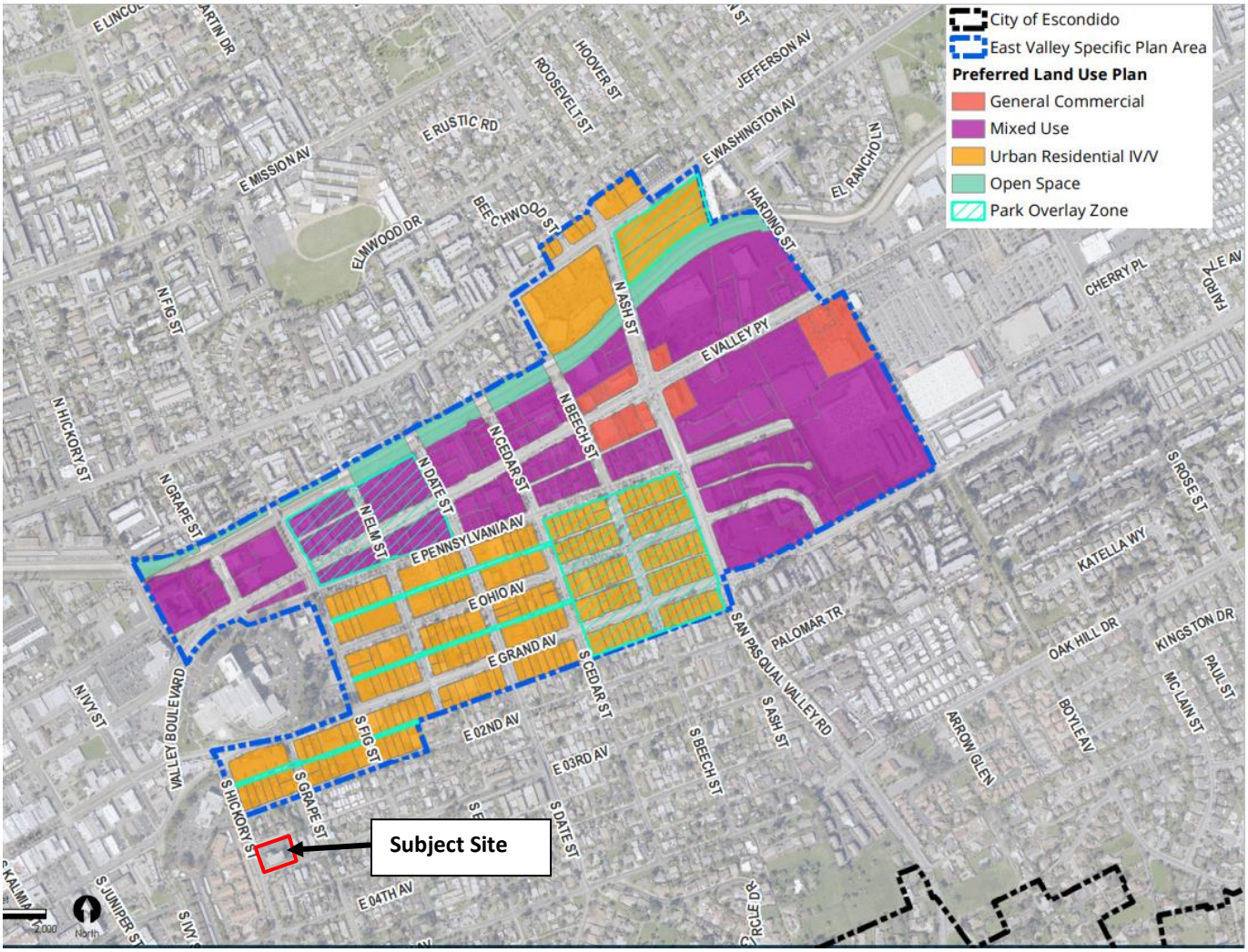
IVY ST
PROPOSED PROJECT
PL 23-0128
GP
GENERAL PLAN



Draft East Valley Parkway Specific Plan land-use map

STAFF REPORT

April 19, 2023
File Number 0120-15

SUBJECT

BOARD AND COMMISSION MAKE-UP INTERVIEWS –

DEPARTMENT

City Clerk's Office

RECOMMENDATION

Request the City Council conduct make-up interviews of applicants to fill vacancies on the City's Boards and Commissions.

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

Presenter: Zack Beck

BACKGROUND

Terms for certain members serving on the Building and Advisory Appeals Board, Historic Preservation Commission, Library Board of Trustees, Public Art Commission, and Transportation and Community Safety Commission are set to expire on May 10, 2023. The Mayor's appointments will be ratified by the City Council in May 2023.

CITY of ESCONDIDO

FUTURE AGENDA

4/26/2023 - NO MEETING (SPRING BREAK)

5/3/23 - NO MEETING (SPRING BREAK)