



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

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**WEDNESDAY, FEBRUARY 15, 2023**

**4:00 PM - Closed Session (Cancelled)**

**5:00 PM - Regular Session**

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

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### **WELCOME TO YOUR CITY COUNCIL MEETING**

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

#### **MAYOR**

Dane White

#### **DEPUTY MAYOR**

Joe Garcia (District 2)

#### **COUNCILMEMBERS**

Consuelo Martinez (District 1)

Christian Garcia (District 3)

Michael Morasco (District 4)

#### **CITY MANAGER**

Sean McGlynn

#### **CITY ATTORNEY**

Michael McGuinness

#### **CITY CLERK**

Zack Beck

#### **HOW TO WATCH**

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

##### **In Person**



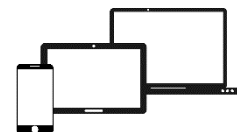
201 N. Broadway

##### **On TV**



Cox Cable Channel 19 and U-verse Channel 99

##### **Online**



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



# CITY *of* ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, FEBRUARY 15, 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 the city to make reasonable arrangements to ensure accessibility. Listening devices are available for the hearing impaired – please see the City Clerk.





# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, FEBRUARY 15, 2023

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### REGULAR SESSION

5:00 PM Regular Session

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#### MOMENT OF REFLECTION

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

#### FLAG SALUTE

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

#### CALL TO ORDER

Roll Call: Garcia, Garcia, Martinez, Morasco, White

#### PRESENTATIONS

Library Board of Trustees Annual Presentation

#### ORAL COMMUNICATIONS

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

#### CONSENT CALENDAR

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

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



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, FEBRUARY 15, 2023

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

Request the City Council approve the City Council and Housing Successor Agency warrant numbers:

- 370572 – 370755 dated February 1, 2023.

Staff Recommendation: Approval (Finance Department: Christina Holmes)

**3. APPROVAL OF MINUTES: None**

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

**5. ANNUAL STATE MANDATED INSPECTION COMPLIANCE REPORT**

Request the City Council adopt Resolution 2023-05 acknowledging the Fire Department's report of compliance with annual State mandated inspections. The Report indicates the Escondido Fire Department has conducted 100% of Educational Group E occupancies and 100% of Residential Group R occupancies as required by state law.

Staff Recommendation: Approval (Fire Department: Rick Vogt, Fire Chief)

Presenter: La Vona Koretke, Deputy Fire Marshal

a) Resolution No. 2023-05

**6. TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED DECEMBER 31, 2022**

Request the City Council approve the Quarterly Investment Report for the quarter ended December 31, 2022.

Staff Recommendation: Approval (Finance Department: Douglas Shultz, City Treasurer)

Presenter: Douglas Shultz

**7. BID AWARD FOR ESCONDIDO CREEK TRAIL LIGHT FIXTURE PURCHASE**

Request the City Council adopt Resolution No. 2023-11, authorizing the Mayor to execute, on behalf of the City, a Purchase Agreement with Walters Wholesale Electric Co. in an amount not to exceed \$770,952.02 for the purchase of light poles and light pole materials for the Escondido Creek Trail Expansion Project.

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

Presenter: Nick Gilliland, Public Works Superintendent

a) Resolution No. 2023-11



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, FEBRUARY 15, 2023

### **8. RYAN PARK LED LIGHTING RETROFIT PROJECT**

Request the City Council adopt Resolution No. 2023-18, authorizing the Mayor to execute an agreement with MUSCO Sports Lighting, LLC ("MUSCO") for equipment to retrofit five (5) existing soccer fields at Francis Ryan Park with light-emitting diode ("LED") technology in an amount not to exceed \$440,500 utilizing American Rescue Plan Act of 2021 ("ARPA") funds.

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

Presenter: Wayne Thames, Public Works Superintendent

a) Resolution No. 2023-18

## **PUBLIC HEARINGS**

### **9. 2022 OMNIBUS ZONING CODE UPDATE (PL22-0645)**

Request the City Council adopt Ordinance No. 2023-06, amending the Escondido Zoning Code (Articles 1, 6, 16, 22, 26, 27, 39, 44, 47, 49, 56, 57, 61, 63, 64, 66, 67, 70, and 73) to address state laws, correct errors, and clarify or improve existing regulations. The proposed code amendments are categorically or statutorily exempt from further environmental review pursuant to Public Resources Code section 21080.17 and CEQA guidelines sections 5282(h), 15301, 15303, or does not qualify as a "project" under CEQA.

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

Presenter: Veronica Morones, Principal Planner

a) Ordinance No. 2023-06 (First Reading and Introduction)



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, FEBRUARY 15, 2023

**10. BUSINESS RECOVERY ORDINANCE MODIFICATIONS (PL23-0005)**

Request the City Council conduct a public hearing on the proposed Business Recovery Ordinance Modifications and act on the recommendation of the Planning Commission, which recommends the City Council: Introduce Ordinance No. 2023-07, amending the Escondido Zoning Code (EzC) to make permanent a series of temporary business relief measures adopted previously as an uncodified ordinance by the Escondido City Council through Ordinance No. 2020-23, specifically including amendments to the following articles: Articles 26 (Industrial Zones), 39 (Off-Street Parking), 57 (Miscellaneous Use Restrictions), and 66 (Sign Ordinance).

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

Presenter: Andrew Firestine

a) Ordinance No. 2023-07 (First Reading and Introduction)

**11. NORTHEAST GATEWAY PROJECT - SPECIFIC PLAN AMENDMENT, DEVELOPMENT AGREEMENT, TENTATIVE SUBDIVISION MAP AND GRADING EXEMPTION FOR THE DEVELOPMENT OF 64 SINGLE-FAMILY RESIDENTIAL LOTS - PL22-0145, PL22-0146, PL22-0147 AND PL23-0032**

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: Adopt Resolution No. 2023-20 adopting an Addendum to the Northeast Gateway Final Environmental Impact Report (FEIR), Mitigation Monitoring and Reporting Program and making certain Findings of Fact in conformance with the California Environmental Quality Act (CEQA), and approving a Tentative Subdivision Map and Grading Exemption; and introduce Ordinance No. 2023-05 for a Specific Plan Amendment and Development Agreement.

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

Presenter: Jay Paul, Senior Planner

a) Resolution No. 2023-20

b) Ordinance No. 2023-05 (First Reading and Introduction)



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, FEBRUARY 15, 2023

### CURRENT BUSINESS

#### **12. CITY OF ESCONDIDO'S RESPONSE TO THE IMPACTS OF HOMELESSNESS**

Request the City Council provide feedback and direction to the City's response regarding the impacts of homelessness.

Staff Recommendation: Receive and File; Provide Feedback and Direction (City Manager's Office: Christopher McKinney, Deputy City Manager/Director of Utilities; Police Department: Edward Varso, Chief of Police)

Presenters: Christopher McKinney and Edward Varso

#### **13. AUTHORIZATION AND ACCEPTANCE OF THE COUNTY OF SAN DIEGO'S CAPITAL EMERGENCY SOLUTIONS GRANT AND EXECUTION OF GRANT AND REGIONAL SHELTER COLLABORATION AGREEMENTS TO ADDRESS FAMILY HOMELESSNESS AND SUBCONTRACT WITH INTERFAITH COMMUNITY SERVICES, INC.**

Request the City Council adopt Resolution No. 2023-02 accepting \$736,066.68 for the Interfaith Community Services: Family Shelter Capital Project (the "Project") and execute the Capital Emergency Housing Solutions Grant Agreement (the "Grant Agreement") with the County of San Diego; Execute a Public Services Agreement (the "PSA") with Interfaith Community Services, Inc. for the operation of a low-barrier, emergency shelter in Escondido for families experiencing homelessness in support of the Project and the Grant Agreement, and enter into a Regional Shelter Collaboration Agreement with the County of San Diego and its Health and Human Services Agency (HHSA) ("the HHSA Agreement").

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

Presenter: Christopher McKinney, Deputy City Manager/Director of Utilities

a) Resolution No. 2023-02

### FUTURE AGENDA

#### **14. FUTURE AGENDA**

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

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

### COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, FEBRUARY 15, 2023

### 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](http://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

### UPCOMING MEETING SCHEDULE

Wednesday, March 08, 2023	4:00 & 5:00 PM	Regular Meeting, <i>Council Chambers</i>
Wednesday, March 15, 2023	4:00 & 5:00 PM	Regular Meeting, <i>Council Chambers</i>

### SUCCESSOR AGENCY

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



Consent Item No. 1

February 15, 2023

# **AFFIDAVITS**

## **OF**

## **ITEM**

## **POSTING –**

- **Public Hearing Notice – ZONING CODE AMENDMENT – PL22-0645**
- **Public Hearing Notice – ZONING CODE AMENDMENT – PL23-0005**
- **Public Hearing Notice – SPECIFIC PLAN AMENDMENT, DEVELOPMENT AGREEMENT, TENTATIVE SUBDIVISION MAP AND GRADING EXEMPTION – PL22-0145, PL22-0146, PL22-0147, AND PL23-0032**



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

### NOTICE OF PUBLIC HEARING

The Escondido City Council will hold a public hearing, in the City Council Chambers, Escondido City Hall, 201 N. Broadway, Escondido, CA at 5 p.m. on **Wednesday, February 15, 2023**, to consider the item below:

#### **ZONING CODE AMENDMENT – PL22-0645:**

**REQUEST:** A series of amendments to the Escondido Zoning Code to address changes in state laws, correct errors, and clarify or improve existing regulations. The proposal involves minor amendments to Articles 1 (General Provisions and Definitions), 6 (Residential Zones), 16 (Commercial Zones), 26 (Industrial Zones), 27 (Emergency Shelter Overlay), 39 (Off-Street Parking), 44 (Home Occupations), 47 (Environmental Quality), 49 (Air Space Condominium and Community Apartment Projects), 56 (Miscellaneous Development Standards), 57 (Miscellaneous Use Restrictions), 61 (Administration and Enforcement), 63 (Transient Lodging Facilities), 64 (Design Review), 66 (Sign Ordinance), 67 (Density Bonus and Residential Incentives), 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units), and 73 (Temporary Use, Outdoor Display and Sale of Retail Merchandise); and the rescission of Article 22 (Heliport Overlay Zone).

**PROPERTY SIZE AND LOCATION:** Citywide

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

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

**PLANNING COMMISSION ACTION:** On January 10, 2023, the Planning Commission voted 4 – 0 to recommend approval of the project.

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

The City of Escondido recognizes its obligation to provide equal access to public services for individuals with disabilities. Please contact the American Disabilities Act (A.D.A.) coordinator (760) 839-4643 with any requests for reasonable accommodations at least 24 hours prior to the meeting. The City of Escondido does not discriminate against any person with a handicapped status. All interested persons are invited to attend the meeting.

The staff report will be available at the Escondido Planning Division, 201 N. Broadway, Escondido, CA 92025; and on the City's website at <https://escondido-ca.municodemeetings.com/> after Thursday, February 9, 2023.

For additional information, please contact Veronica Morones, Principal Planner, at (760) 839-4548, or via email at [vmorones@escondido.org](mailto:vmorones@escondido.org), and refer to Case No. PL22-0645.

Zachary Beck, City Clerk  
City of Escondido  
February 2, 2023



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

### NOTICE OF PUBLIC HEARING

The Escondido City Council will hold a public hearing, in the City Council Chambers, Escondido City Hall, 201 N. Broadway, Escondido, CA at **5 p.m.** on **Wednesday, February 15, 2023**, to consider the item below:

#### **ZONING CODE AMENDMENT – PL23-0005:**

**REQUEST:** A series of amendments to the Escondido Zoning Code to make permanent a series of temporary business relief measures adopted previously as an uncodified ordinance by the Escondido City Council through Ordinance No. 2020-23. The proposal involves minor amendments to Articles 26 (Industrial Zones), 39 (Off-Street Parking), 57 (Miscellaneous Use Restrictions), and 66 (Sign Ordinance).

**PROPERTY SIZE AND LOCATION:** Citywide

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

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

**PLANNING COMMISSION ACTION:** On January 24, 2023, the Planning Commission voted 3 – 1 to recommend approval of the project.

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

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The staff report will be available at the Escondido Planning Division, 201 N. Broadway, Escondido, CA 92025; and on the City's website at <https://escondido-ca.municodemeetings.com/> after Thursday, February 9, 2023.

**For additional information, please contact Andrew Firestine, Director of Development Services, at (760) 839-4556, or via email at [afirestine@escondido.org](mailto:afirestine@escondido.org), and refer to Case No. PL23-0005.**

Zachary Beck, City Clerk  
City of Escondido  
February 2, 2023

Published in THE ESCONDIDO TIMES-ADVOCATE: 02/02/23



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

Item 1.

### NOTICE OF PUBLIC HEARING

The Escondido City Council will hold a public hearing, in the City Council Chambers, Escondido City Hall, 201 N. Broadway, Escondido, CA at 5 p.m. on **Wednesday, February 15, 2023**, to consider the item below:

#### **SPECIFIC PLAN AMENDMENT, DEVELOPMENT AGREEMENT, TENTATIVE SUBDIVISION MAP AND GRADING EXEMPTION – PL22-0145, PL22-0146, PL22-0147 and PL23-0032:**

**REQUEST:** The project includes an Amendment to the Northeast Gateway Specific Plan (SPA #5) to modify the alignment of an internal street, setback requirements along that street, and architectural criteria; a Development Agreement for the transfer and purchase of development rights for 20 units from the City of Escondido into the project; and a Tentative Subdivision Map for 64 single-family residential lots along with a Grading Exemption for cut slopes in excess of 20 feet in height located towards the northeastern area of the site. The proposal also includes adoption of the environmental determination for the Project.

**PROPERTY SIZE AND LOCATION:** The 36.42-acre project site is located east of East Valley Parkway, south of Lake Wohlford Road, and north of Beven Drive. The project site Assessor's Parcel Numbers (APNs) are 240-011-01-00, -240-011-12-00, 240-011-13-00, 240-020-23-00, 240-020-32-00, 240-020-33-00, 240-020-34-00, and a portion of 240-020-21-00.

**ENVIRONMENTAL STATUS:** A Final Environmental Impact Report ("FEIR") was certified in 2004 for the Northeast Gateway Specific Plan and Eureka Ranch Project (City File No. ER2001-25 and State Clearinghouse No. 200203115). An Addendum to the FEIR has been prepared in accordance with California Environmental Quality Act ("CEQA") section 15164. The Addendum is available for review at <https://www.escondido.org/active-projects.aspx>.

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

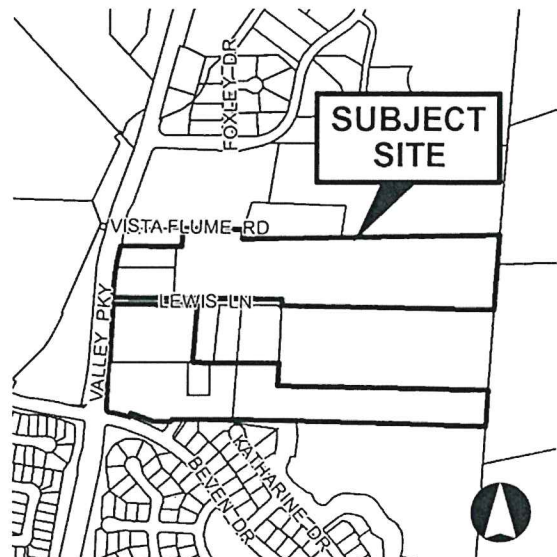
**PLANNING COMMISSION ACTION:** On January 24, 2023, the Planning Commission voted 4 – 0 to recommend approval of the project.

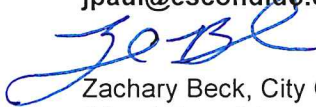
**PUBLIC COMMENT:** To submit comments in writing, please do so at the following link: <https://escondido-ca.municodemeetings.com/bc-citycouncil/webform/public-comment>. All comments received from the public will be made a part of the record of the meeting.

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The staff report will be available at the Escondido Planning Division, 201 N. Broadway, Escondido, CA 92025; and on the City's website at <https://escondido-ca.municodemeetings.com/> after Thursday, February 9, 2023.

For additional information, please contact Jay Paul, Senior Planner, at (760) 839-4537, or via email at [jpaul@escondido.org](mailto:jpaul@escondido.org), and refer to Case No. PL22-0145.



  
Zachary Beck, City Clerk  
City of Escondido  
February 2, 2023



# STAFF REPORT

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February 15, 2023  
File Number 0400-40

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## **SUBJECT**

APPROVAL OF WARRANT REGISTER (COUNCIL)

## **DEPARTMENT**

Finance

## **RECOMMENDATION**

Request approval for City Council and Housing Successor Agency warrant numbers 370572 – 370755 dated February 1, 2023.

Staff Recommendation: Approval (Finance Department: Christina Holmes)

## **FISCAL ANALYSIS**

The total amount of the warrants for the period of January 26 – February 1, 2023, is \$1,151,932.89.

## **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

February 15, 2023

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**APPROVAL**  
**OF**  
**MINUTES**



# STAFF REPORT

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## ITEM NO. 4

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### SUBJECT

### WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

### ANALYSIS

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

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

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

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

### RECOMMENDATION

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

Respectfully Submitted,

Zack Beck  
City Clerk



# STAFF REPORT

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February 15, 2023  
File Number 0320-10

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## SUBJECT

### ANNUAL STATE MANDATED INSPECTION COMPLIANCE REPORT

## DEPARTMENT

Fire

## RECOMMENDATION

Request the City Council adopt Resolution 2023-05 acknowledging the Fire Department's report of compliance with annual State mandated inspections. The Report indicates the Escondido Fire Department has conducted 100% of Educational Group E occupancies and 100% of Residential Group R occupancies as required by state law.

Staff Recommendation: Approval (Fire Department: Rick Vogt, Fire Chief)

Presenter: La Vona Koretke, Deputy Fire Marshal

## FISCAL ANALYSIS

No fiscal impact.

## PREVIOUS ACTION

Resolution 2022-01, acknowledging receipt of the annual state mandated inspection compliance report from the Escondido Fire Department, was approved February 16, 2022.

## BACKGROUND

California law requires that certain structures be inspected on a regular basis. Public or private schools, which are used by more than six persons, (Educational Group E occupancies) and specified structures used for housing, such as hotels, motels, lodging houses, residential care facilities, and apartment houses (Residential Group R occupancies), must be inspected for compliance with building standards pursuant to sections 13146.2 and 13146.3 of the California Health and Safety Code.

On September 27, 2018, Governor Jerry Brown signed Senate Bill (SB) 1205, which requires fire departments to report annually to their administering authorities that these mandatory inspections have been conducted. SB 1205 was introduced in early 2018 in response to the Oakland Ghost Ship warehouse



# CITY of ESCONDIDO

## STAFF REPORT

fire in 2016, which killed 36 people, and reported that many schools and apartment buildings in the Bay Area had not received their annual required fire inspections for many years.

According to the SB 1205's author, State Senator Jerry Hill, the annual report required by SB 1205 serves to "remind" cities to inspect their buildings as required by law to prevent the loss of life and property. SB 1205 requires the administering authority to acknowledge receipt of the report in a resolution or a similar formal document. The intent is to bring to the attention of governing bodies, particularly during the budget process, if there is a lack of compliance with specified mandated annual inspections.

The Escondido Fire Department has a business inspection program that meets the Health and Safety Code requirements for the annual inspection of educational Group E and the residential Group R occupancies. Inspections are performed by our Fire Prevention Bureau inspectors and fire engine company personnel. The current staffing level of the Fire Department is currently sufficient to meet the State mandated inspection requirements of SB 1205.

The report of annual State mandated inspections pursuant to sections 13146.2 and 13146.3 of the California Health and Safety Code is contained in Exhibit 1 of Resolution No. 2023-05.

### RESOLUTIONS

- a. Resolution No. 2023-05
- b. Resolution No. 2023-05 Exhibit "A"

## RESOLUTION NO. 2023-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ACKNOWLEDGING RECEIPT OF THE ANNUAL STATE MANDATED INSPECTION COMPLIANCE REPORT DEVELOPED BY THE ESCONDIDO FIRE DEPARTMENT REGARDING THE REQUIRED INSPECTIONS PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE

WHEREAS, California Health and Safety Code Section 13146.4 became effective on September 27, 2018; and

WHEREAS, California Health and Safety Code Sections 13146.2 and 13146.3 requires all fire departments, which provide fire protection services, conduct annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided; and

WHEREAS California Health & Safety Code Section 13146.4 requires all fire departments that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3; and

WHEREAS, the City Council intends this Resolution to fulfill the requirements of the California Health and Safety Code regarding acknowledgment of the Escondido Fire Department's compliance with California Health and Safety Code Sections 13146.2 and 13146.3.

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 expressly acknowledges the measure of compliance of the Escondido Fire Department with California Health and Safety Code Sections 13146.2 and 13146.3 in the

area encompassed by the City of Escondido, as detailed in Exhibit “A”, which is attached to this Resolution and incorporated by this reference.

## Escondido Fire Department Annual State Mandated Inspection Compliance Report

### A. EDUCATIONAL GROUP E OCCUPANCIES:

Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. Within the City of Escondido, there lie 73 Group E occupancies, buildings, structures and/or facilities.

From January 1, 2022, to December 31, 2022, the Escondido Fire Department completed 73 annual inspections for the Group E occupancies, buildings, structures and/or facilities. This is a compliance rate of 100 percent for this reporting period.

### B. RESIDENTIAL GROUP R OCCUPANCIES:

Residential Group R occupancies, for the purposes of this Resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc., as well as other residential occupancies (including a number of residential care facilities). These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. Within the City of Escondido, there lie 536 Group R (and their associated sub-categories) occupancies of this nature.

From January 1, 2022, to December 31, 2022, the Escondido Fire Department completed 536 annual inspection for the Group R occupancies, buildings, structures and/or facilities. This is a compliance rate of 100 percent for this reporting period.



# STAFF REPORT

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February 15, 2023  
File Number 0490-55

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## SUBJECT

### TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED DECEMBER 31, 2022

## DEPARTMENT

City Treasurer

## RECOMMENDATION

Request the City Council approve the Quarterly Investment Report for the quarter ended December 31, 2022.

Staff Recommendation: Approval (Finance: Douglas Shultz, City Treasurer)

Presenter: Douglas Shultz, City Treasurer

## FISCAL ANALYSIS

From October 1, 2022 to December 31, 2022, the City of Escondido's ("City") investment portfolio decreased from \$183.7 million to \$170.6 million. The adjusted average annual yield increased from 1.017 percent to 1.254 percent with the portfolio duration at 1.714. Of the 13.1 million difference last quarter, 12 million of the decrease is due to cash on hand that was not reinvested within the quarter due to timing.

## PREVIOUS ACTION

The Investment Report for the quarter ended September 30, 2022, was filed with the City Clerk's Office on Oct 25, 2022 and presented to the City Council on November 16, 2022.

## BACKGROUND

The City of Escondido's Investment Policy requires the City Treasurer to submit a quarterly investment report to the City Council and City Manager. The quarterly investment report should include the type of investment, issuer, date of maturity, par and dollar amount invested and market value for each security held by the City. Details of the City's investment portfolio are included in the attached reports that are listed below:

- Summary of Investment Allocation as of December 31, 2022 (Attachment 1)
- Summary of Investment Portfolio Yield for the last 12 months (Attachment 2)



# CITY of ESCONDIDO

## STAFF REPORT

- Schedule of Funds Managed by Outside Parties as of December 31, 2022 (Attachment 3)

The Investment Performance Review (Attachment “4”) provides a Market Update, the City’s Portfolio Strategy and Performance, Issuer Distributions, Portfolio Distributions and Portfolio Holdings. The Summary of Investment Allocation (Attachment “1”) and the Summary of Investment Portfolio Yield for the last 12 months (Attachment “2”) shows the total investment portfolio including funds in LAIF, CAMP, Stone Castle, and the City’s money market account with BNY.

There are adequate funds to meet the next six-month’s expected expenditures. As of December 31, 2022, the City complies with all requirements of the City’s Investment Policy.

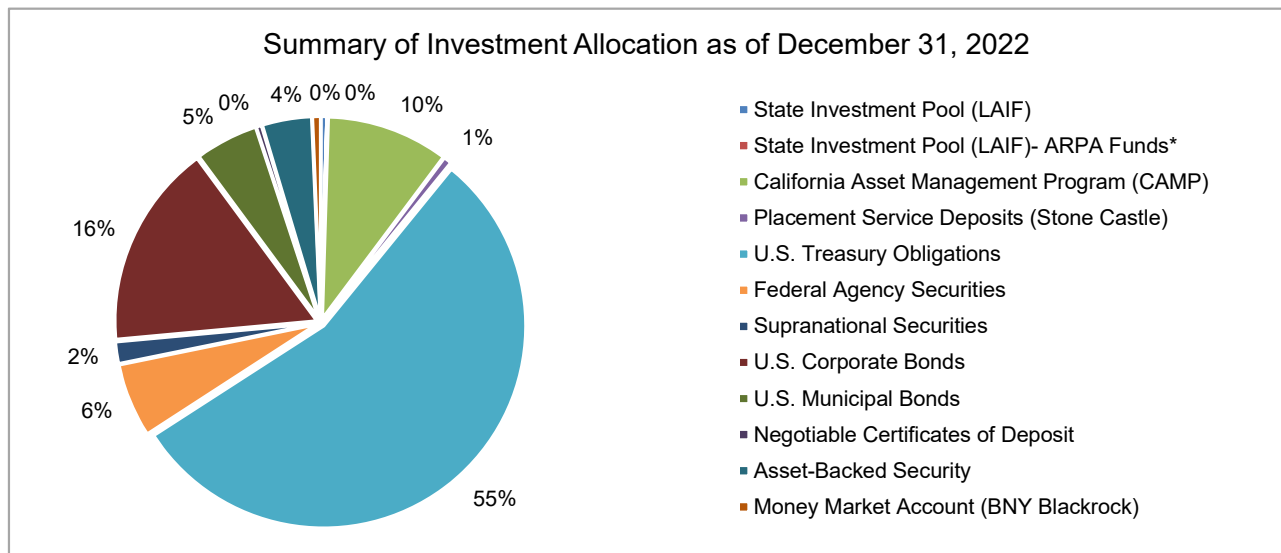
The Treasury department is currently working on investing the ARPA or COVID relief funds into short term treasuries. With current yields in the 4% range we estimate this will generate an additional \$1,000,000.00 for the City of Escondido over the next 9-12 months.

### ATTACHMENTS

- Attachment 1 – Summary of Investment Allocation as of December 31, 2022
- Attachment 2 – Summary of Investment Portfolio Yield for the last 12 months
- Attachment 3 – Schedule of Funds Managed by Outside Parties as of December 31, 2022
- Attachment 4 – Investment Performance Review for the Quarter Ended December 31, 2022

**City of Escondido**  
**Summary of Investment Allocation**  
**as of December 31, 2022**

Investment Type	Book Value	Market Value	Percent of Portfolio at Market
State Investment Pool (LAIF)	\$ 791,880	\$ 791,880	0.48%
State Investment Pool (LAIF)- ARPA Funds*	0	0	0.00%
California Asset Management Program (CAMP)	15,901,452	15,901,452	9.74%
Placement Service Deposits (Stone Castle)	1,067,270	1,067,270	0.65%
U.S. Treasury Obligations	94,144,669	89,790,128	54.99%
Federal Agency Securities	10,303,523	9,670,109	5.92%
Supranational Securities	3,052,228	2,859,566	1.75%
U.S. Corporate Bonds	28,010,593	26,674,993	16.34%
U.S. Municipal Bonds	8,774,878	8,237,094	5.04%
Negotiable Certificates of Deposit	715,000	715,586	0.44%
Asset-Backed Security	6,776,433	6,491,565	3.98%
Money Market Account (BNY Blackrock)	1,078,238	1,078,238	0.66%
<b>Total Investment Portfolio - December 2022</b>	<b>\$ 170,616,164</b>	<b>\$ 163,277,880</b>	<b>100%</b>
<b>Reported Total Investments - September 2022</b>	<b>\$ 183,702,751</b>	<b>\$ 173,759,885</b>	
<b>Change from Prior Quarter</b>	<b>\$ (13,086,587)</b>	<b>\$ (10,482,005)</b>	
<b>Portfolio Duration</b>	<b>1.714</b>		



\*ARPA funds moved out of LAIF and into investment pool for better returns.

<p align="center"><b>SUMMARY OF INVESTMENT PORTFOLIO YIELDS FOR THE LAST 12 MONTHS</b></p> <p align="center"><b>As of December 31, 2022</b></p>		
<u><b>Date</b></u>	<u><b>Book Value</b></u>	<u><b>Yield</b></u>
<b>Dec-22</b>	<b>\$170,616,164.28</b>	<b>1.637%</b>
<b>Nov-22</b>	<b>\$176,665,572.52</b>	<b>1.728%</b>
<b>Oct-22</b>	<b>\$183,071,542.59</b>	<b>1.673%</b>
<b>Sep-22</b>	<b>\$183,702,750.52</b>	<b>1.758%</b>
<b>Aug-22</b>	<b>\$183,950,309.82</b>	<b>1.355%</b>
<b>Jul-22</b>	<b>\$195,449,351.01</b>	<b>1.351%</b>
<b>Jun-22</b>	<b>\$213,980,597.55</b>	<b>1.131%</b>
<b>May-22</b>	<b>\$191,942,743.12</b>	<b>1.059%</b>
<b>Apr-22</b>	<b>\$198,799,776.19</b>	<b>0.915%</b>
<b>Mar-22</b>	<b>\$194,195,995.42</b>	<b>0.862%</b>
<b>Feb-22</b>	<b>\$195,493,163.15</b>	<b>0.817%</b>
<b>Jan-22</b>	<b>\$203,430,713.46</b>	<b>0.756%</b>
<b>Average Portfolio Interest Yields</b>		<b>1.254%</b>

*\* Includes Assets managed by PFM, LAIF, and Stone Castle.*

**CITY OF ESCONDIDO**  
**FUNDS MANAGED BY OUTSIDE PARTIES**  
**As of December 31, 2022**

<b>Type of Funds / Institution</b>	<b>Market Value</b>	<b>Interest Rate</b>	<b>Type of Investment</b>
<b><u>BOND FUNDS</u></b>			
<b>BANK OF NEW YORK:</b>			
1998-1 Rancho San Pasqual Assessment District	\$ 357,681.12	4.080%	Treasury
2013 JPFA Reidy Creek Lease Revenue Bonds (2001 Refunding)	88.13	3.750%	Treasury
2013 Community Facility District - Hidden Trails (2001 Refunding)	18.31	3.710%	Treasury
2015 Community Facility District - Eureka Ranch (2006 Refunding)	204.50	3.760%	Cash/Treasury
2015A Wastewater Bond (2004A Refunding)	1,243.52	4.180%	Dreyfus Cash Management Fund
2015B Wastewater Bond (2004B Refunding)	457.19	4.190%	Dreyfus Cash Management Fund
2019 Water Bond (JPFA 19AB)	242.80	3.940%	Dreyfus Cash Management Fund
2021A WasteWater Ref Rev	0.00	0.000%	Dreyfus Cash Management Fund
2015 Community Facility District - The Villages	12,148,793.15	0.000%	Cash/Treasury
	<u>\$ 12,508,728.72</u>		
<b><u>SECTION 115 TRUST FUNDS</u></b>			
<b>PUBLIC AGENCY RETIREMENT SERVICES:</b>			
PARS Post-Employment Benefits Trust	\$30,317,329.27	Moderately Conservative HighMark PLUS	
<b>TOTAL FUNDS MANAGED BY OUTSIDE PARTIES</b>	<b><u>\$42,826,057.99</u></b>		



# City of Escondido Quarterly Report

City of Escondido (299155)

Quarter End (Q4 Y2022)

10/01/2022 - 12/30/2022

Dated: 01/31/2023

Locked Down

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Dated: 01/31/2023

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## Risk Summary - Fixed Income

10/01/2022 - 12/30/2022

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City of Escondido (299155)

Dated: 01/31/2023

### Balance Sheet

Book Value + Accrued	153,373,611.14
Net Unrealized Gain/Loss	-7,856,333.34
Market Value + Accrued	145,517,277.80

### Cash and Fixed Income Summary

Risk Metric	Value
MMFund	1,078,237.96
Fixed Income	144,439,039.83
Duration	1.715
Convexity	0.050
WAL	1.795
Years to Final Maturity	1.882
Years to Effective Maturity	1.793
Yield	4.533
Book Yield	1.615
Avg Credit Rating	AA-/Aa3/AA-

### Issuer Concentration

Issuer	Ending % of Market Value + Accrued
United States Department of The Treasury	61.704%
Other	27.035%
Federal National Mortgage Association	3.770%
Federal Home Loan Mortgage Corporation	2.876%
Inter-American Development Bank	1.526%
The Bank of New York Mellon Corporation	1.083%
Caterpillar Financial Services Corporation	1.039%
Bank of America Corporation	0.968%

--- 100.000%

Footnotes: 1,2

### Exposure - Asset Class

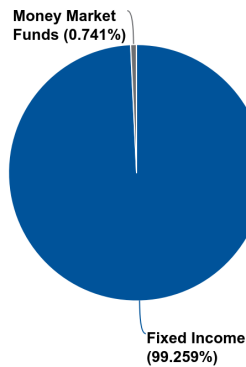


Chart calculated by: Market Value + Accrued

### Exposure - Security Type

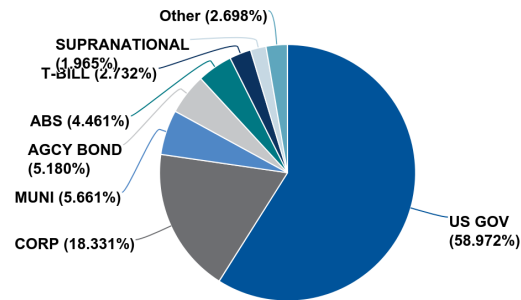


Chart calculated by: Ending Market Value + Accrued

### Exposure - Sector

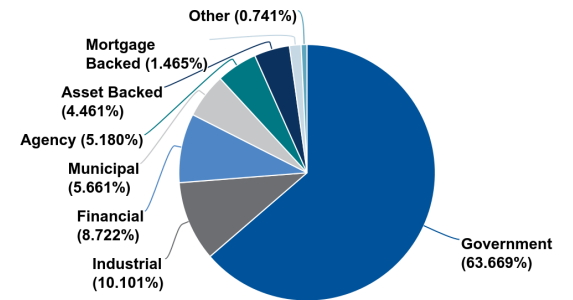


Chart calculated by: Ending Market Value + Accrued

### Risk Summary - Fixed Income

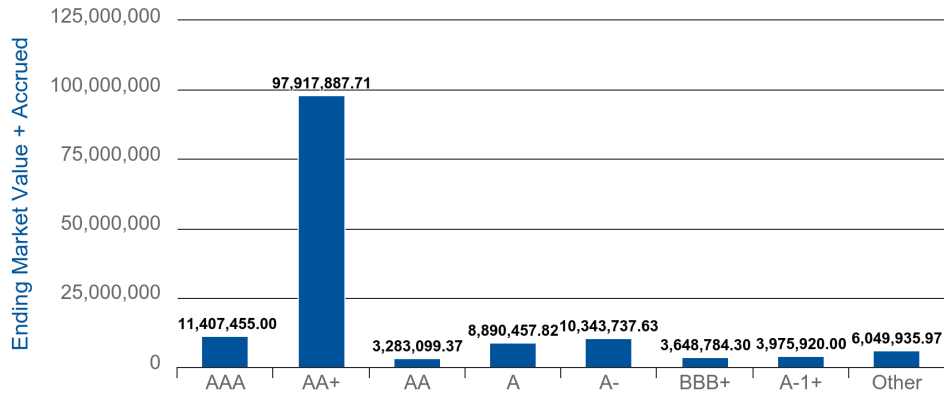
10/01/2022 - 12/30/2022

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City of Escondido (299155)

Dated: 01/31/2023

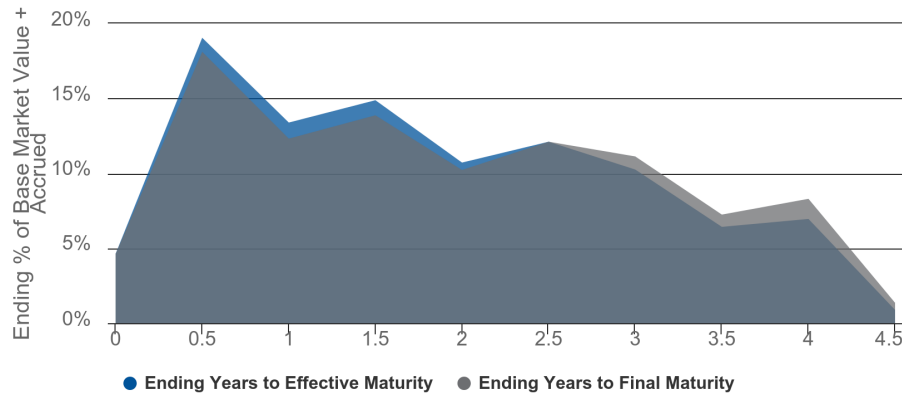
Exposure - Credit Rating



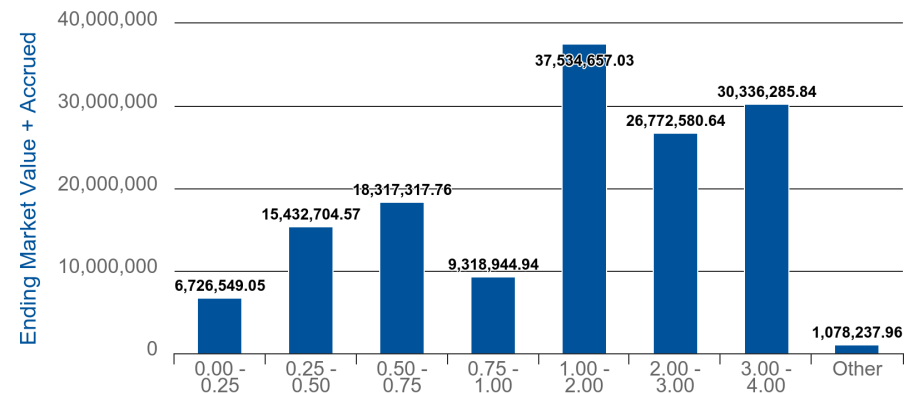
Credit Duration Heat Map

Rating	0 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5 - 7	7 - 10	10 - 15	15 - 30
AAA	4.787%	4.592%	1.192%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
AA	25.346%	15.644%	13.769%	16.364%	0.000%	0.000%	0.000%	0.000%	0.000%
A	3.532%	4.239%	2.803%	4.483%	0.000%	0.000%	0.000%	0.000%	0.000%
BBB	0.555%	1.318%	0.635%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
BB	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
B	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
CCC	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
CC	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
C	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
NA	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%

Time to Maturity



Exposure - Duration



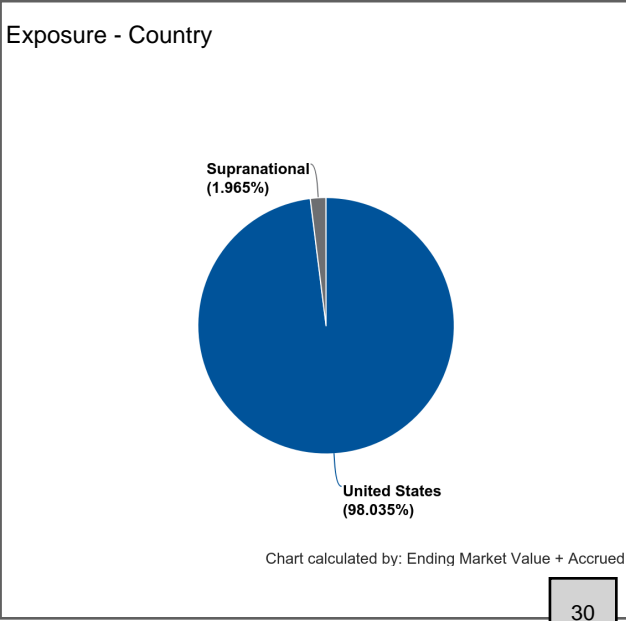
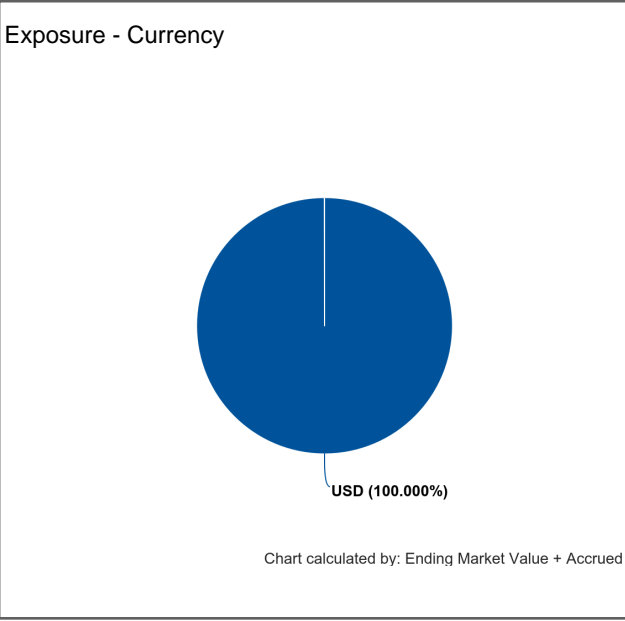
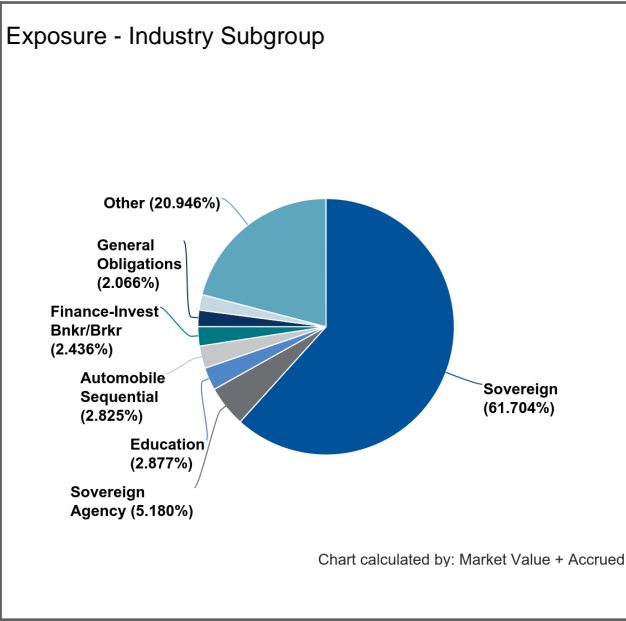
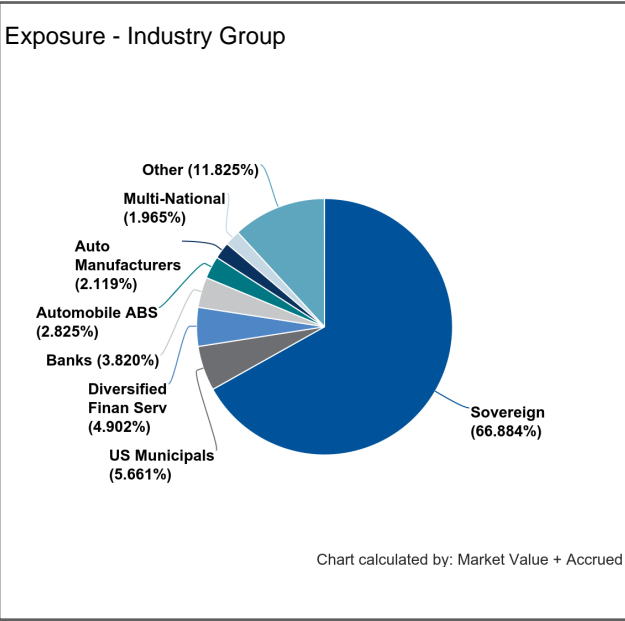
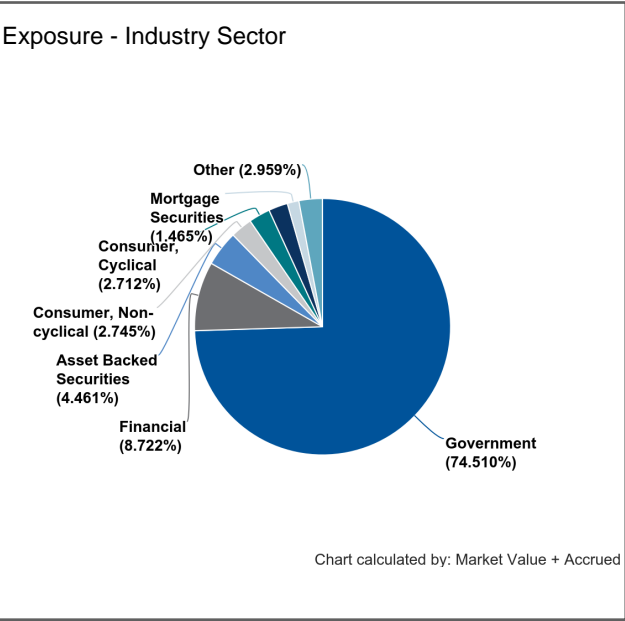
Risk Summary - Fixed Income

10/01/2022 - 12/30/2022

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City of Escondido (299155)

Dated: 01/31/2023



Risk Summary - Fixed Income

10/01/2022 - 12/30/2022

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City of Escondido (299155)

Dated: 01/31/2023

1: \* Grouped by: Issuer.    2: \* Groups Sorted by: Ending % of Market Value + Accrued.

Multiple Benchmarks Comparison

City of Escondido (299155)

Base Currency: USD As of 12/30/2022

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Dated: 01/31/2023

Account and Primary Benchmark

Account/Index	Base Market Value + Accrued	Trailing Month Total Return, Net of Fees	Trailing 3 Months Total Return, Net of Fees	Trailing 6 Months Total Return, Net of Fees	Trailing 12 Months Total Return, Net of Fees	Prior Year Total Return, Net of Fees	Prior 3 Years Total Return, Net of Fees	Prior 5 Years Total Return, Net of Fees	Prior 10 Years Total Return, Net of Fees
City of Escondido	145,517,277.80	0.454%	0.854%	-0.461%	---	---	---	---	---
ICE BofA 1-5 Year US Corporate & Government Index	---	0.465%	1.117%	-0.696%	---	---	---	---	---

Net of Fees (includes management and trading).  
Returns are actual and have not been annualized.  
No Tax Adjustment.  
Note that data will not exist prior to the performance inception date of: 04/01/2022.  
Reported Index Return is always Total Return.

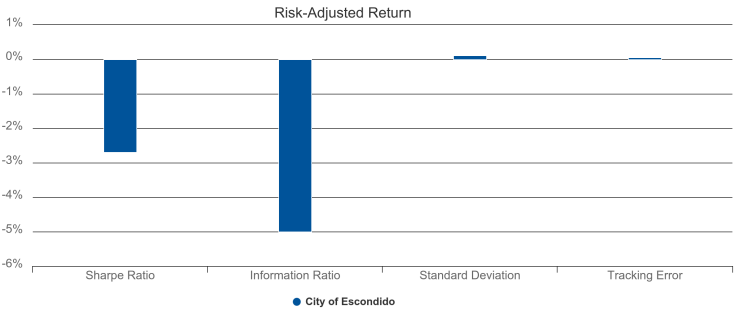
Risk-Adjusted Comparison

10/01/2022 - 12/30/2022

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City of Escondido (299155)

Dated: 01/31/2023



Account	Assigned Index	Total Return	Index Return	Sharpe Ratio	Information Ratio	Standard Deviation	Tracking Error
City of Escondido	ICE BofA 1-5 Year US Corporate & Government Index	0.933%	1.211%	-0.027	-0.050	0.115%	0.062%

Account	Index	Index Start Date	Index End Date
City of Escondido	ICE BofA 1-5 Year US Corporate & Government Index	08/02/2002	---

Net of Fees (includes management and trading).  
Returns are actual and have not been annualized.  
No Tax Adjustment.  
Note that data will not exist prior to the performance inception date of: 04/01/2022.  
Reported Index Return is always Total Return.

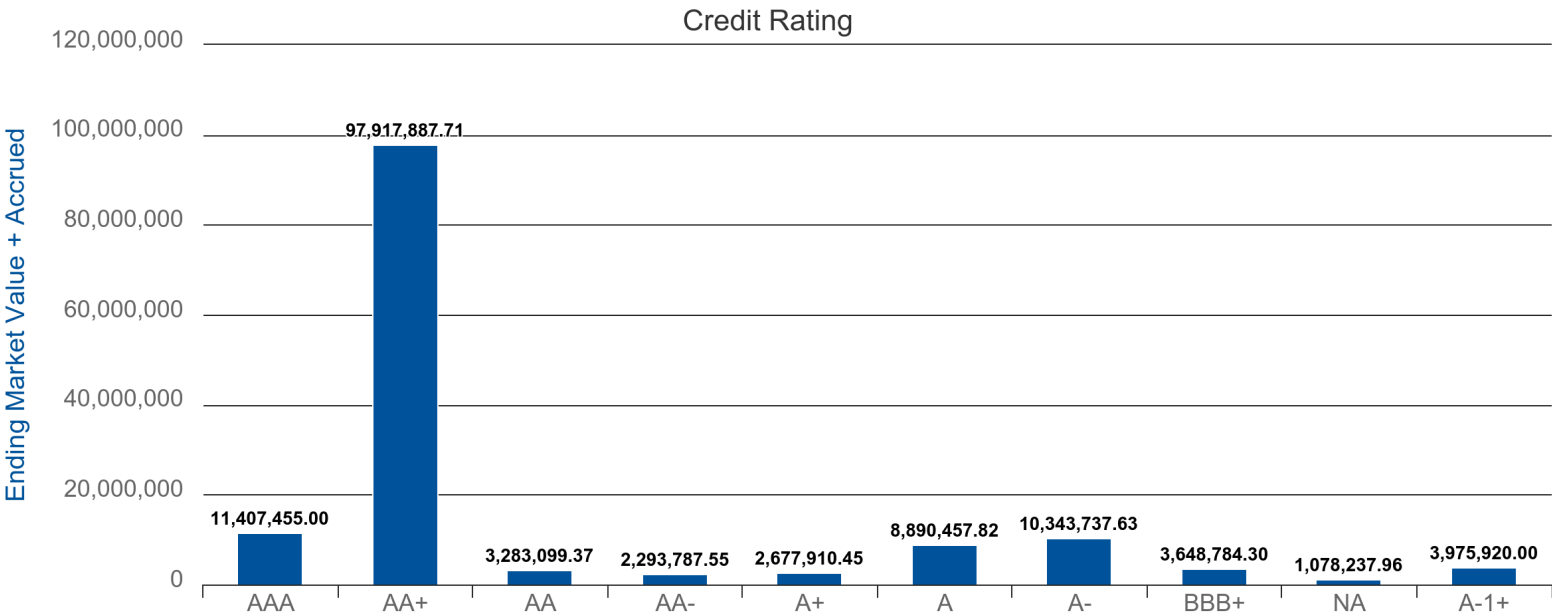
Exposure - Credit Rating

City of Escondido (299155)

As of 12/30/2022

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Dated: 01/31/2023



AAA

Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	05591RAD6	BMWLT 2021-1 A4	160,000.00	USD	07/25/2024	ABS	AAA	Aaa	AAA	NA	156,331.02
City of Escondido	05602RAD3	BMWOT 2022-A A3	380,000.00	USD	08/25/2026	ABS	AAA	Aaa	AAA	NA	370,338.16
City of Escondido	14041NFY2	CAPITAL ONE MULTI TR A B S SER 2021 3 CL A 11/16/2	715,000.00	USD	11/16/2026	ABS	AAA	NA	AAA	AAA	668,197.83
City of Escondido	14314QAC8	CARMX 2021-2 A3	288,971.31	USD	02/17/2026	ABS	AAA	NA	AAA	AAA	278,146.16
City of Escondido	14315FAD9	CARMX 2020-3 A3	79,569.47	USD	03/17/2025	ABS	AAA	NA	AAA	AAA	78,382.45
City of Escondido	14316NAC3	CARMX 2021-1 A3	89,047.90	USD	12/15/2025	ABS	AAA	NA	AAA	AAA	86,093.63
City of Escondido	14317DAC4	CARMX 2021-3 A3	610,000.00	USD	06/15/2026	ABS	AAA	Aaa	AAA	NA	579,558.65
City of Escondido	254683CS2	DCENT 2022-2 A	715,000.00	USD	05/17/2027	ABS	AAA	Aaa	NA	AAA	692,402.11
City of Escondido	345286AC2	FORDO 2022-A A3	255,000.00	USD	06/15/2026	ABS	AAA	NA	AAA	AAA	242,653.62
City of Escondido	362590AC5	GMCAR 2020-3 A3	139,096.23	USD	04/16/2025	ABS	AAA	Aaa	NA	AAA	136,301.49
City of Escondido	36262XAD6	GMALT 2021-3 A4	225,000.00	USD	07/21/2025	ABS	AAA	NA	AAA	AAA	213,430.07
City of Escondido	380146AC4	GMCAR 2022-1 A3	285,000.00	USD	11/16/2026	ABS	AAA	NA	AAA	AAA	269,612.22
City of Escondido	43815EAC8	HAROT 2021-3 A3	305,000.00	USD	11/18/2025	ABS	AAA	NA	AAA	AAA	290,996.43
City of Escondido	43815GAC3	HAROT 2021-4 A3	285,000.00	USD	01/21/2026	ABS	AAA	Aaa	NA	AAA	270,551.08
City of Escondido	44891TAD8	HALST 2021-A A4	140,000.00	USD	12/16/2024	ABS	AAA	Aaa	AAA	NA	137,745.80
City of Escondido	448977AD0	HART 2022-A A3	720,000.00	USD	10/15/2026	ABS	AAA	NA	AAA	AAA	688,775.52
City of Escondido	44933LAC7	HART 2021-A A3	205,567.74	USD	09/15/2025	ABS	AAA	NA	AAA	AAA	198,838.04
City of Escondido	4581X0DK1	INTER-AMERICAN DEVELOPMENT BANK	835,000.00	USD	03/14/2025	SUPRANATIONAL	AAA	Aaa	AAA	AAA	792,165.66
City of Escondido	4581X0DZ8	INTER-AMERICAN DEVELOPMENT BANK	1,530,000.00	USD	09/23/2024	SUPRANATIONAL	AAA	Aaa	AAA	NA	1,428,057.80
City of Escondido	459058JM6	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM	665,000.00	USD	11/24/2023	SUPRANATIONAL	AAA	Aaa	AAA	NA	639,342.27
City of Escondido	50117TAC5	KCOT 2021-1 A3	155,000.00	USD	08/15/2025	ABS	AAA	Aaa	NA	AAA	147,095.68
City of Escondido	50117XAE2	KCOT 212 A3	370,000.00	USD	11/17/2025	ABS	AAA	Aaa	NA	AAA	348,342.83

## Exposure - Credit Rating

City of Escondido (299155)

As of 12/30/2022

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Dated: 01/31/2023

Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	574193TQ1	MARYLAND ST	375,000.00	USD	08/01/2024	MUNI	AAA	Aaa	AAA	AAA	352,273.13
City of Escondido	58769EAC2	MBALT 2020-B A3	16,141.81	USD	11/15/2023	ABS	AAA	NA	AAA	AAA	16,106.58
City of Escondido	60412AVJ9	MINNESOTA ST	275,000.00	USD	08/01/2025	MUNI	AAA	Aaa	AAA	AAA	249,616.13
City of Escondido	65480EAD3	NALT 2020-B A3	1,870.64	USD	10/16/2023	ABS	AAA	Aaa	AAA	NA	1,868.11
City of Escondido	797272QP9	SAN DIEGO CALIF CMNTY COLLEGE DIST	245,000.00	USD	08/01/2024	MUNI	AAA	Aaa	AAA	NA	237,367.02
City of Escondido	874857KJ3	TAMALPAIS CALIF UN HIGH SCH DIST	615,000.00	USD	08/01/2023	MUNI	AAA	Aaa	NA	NA	611,705.14
City of Escondido	89237VAB5	TAOT 2020-C A3	107,042.71	USD	10/15/2024	ABS	AAA	Aaa	AAA	NA	105,350.26
City of Escondido	89238EAC0	TLOT 2021-A A3	186,275.97	USD	04/22/2024	ABS	AAA	Aaa	AAA	NA	183,742.61
City of Escondido	977123X60	WISCONSIN ST TRANSN REV	640,000.00	USD	07/01/2024	MUNI	AAA	NA	AAA	AA+	605,363.20
City of Escondido	98163KAC6	WOART 2021-D A3	350,000.00	USD	10/15/2026	ABS	AAA	NA	AAA	AAA	331,327.96
City of Escondido	---	---	11,963,583.77	USD	07/19/2025	---	AAA	Aaa	AAA	AAA	11,407,455.00

## AA+

Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	3135G05G4	FEDERAL NATIONAL MORTGAGE ASSOCIATION	570,000.00	USD	07/10/2023	AGCY BOND	AA+	Aaa	AA+	AAA	557,310.38
City of Escondido	3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION	2,000,000.00	USD	08/25/2025	AGCY BOND	AA+	Aaa	AA+	AAA	1,807,985.00
City of Escondido	3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION	360,000.00	USD	11/07/2025	AGCY BOND	AA+	Aaa	AA+	AAA	324,309.60
City of Escondido	3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION	1,125,000.00	USD	11/07/2025	AGCY BOND	AA+	Aaa	AA+	AAA	1,013,467.50
City of Escondido	3135G0U43	FEDERAL NATIONAL MORTGAGE ASSOCIATION	1,500,000.00	USD	09/12/2023	AGCY BOND	AA+	Aaa	AA+	AAA	1,493,782.29
City of Escondido	3136AJB54	FNA 2014-M04 A2	294,123.45	USD	03/25/2024	FNMA	AA+	Aaa	AA+	AAA	288,852.74
City of Escondido	3137BGK24	FHMS K-043 A2	665,000.00	USD	12/25/2024	FHLMC	AA+	Aaa	AA+	AAA	646,007.51
City of Escondido	3137BTU25	FHMS K-724 A2	370,540.35	USD	11/25/2023	FHLMC	AA+	Aaa	AA+	AAA	365,352.37
City of Escondido	3137EAEPO	FEDERAL HOME LOAN MORTGAGE CORP	790,000.00	USD	02/12/2025	AGCY BOND	AA+	Aaa	AA+	AAA	749,498.02
City of Escondido	3137EAEV7	FEDERAL HOME LOAN MORTGAGE CORP	275,000.00	USD	08/24/2023	AGCY BOND	AA+	Aaa	AA+	AAA	267,234.53
City of Escondido	3137EAEX3	FEDERAL HOME LOAN MORTGAGE CORP	1,150,000.00	USD	09/23/2025	AGCY BOND	AA+	Aaa	AA+	AAA	1,036,978.96
City of Escondido	3137EAF2	FEDERAL HOME LOAN MORTGAGE CORP	300,000.00	USD	12/04/2023	AGCY BOND	AA+	Aaa	AA+	AAA	287,633.25
City of Escondido	3137FBTA4	FHMS K-728 A2	852,780.21	USD	08/25/2024	FHLMC CMO	AA+	Aaa	AA+	AAA	831,696.45
City of Escondido	54438CYK2	LOS ANGELES CALIF CMNTY COLLEGE DIST	410,000.00	USD	08/01/2025	MUNI	AA+	Aaa	AA+	NA	372,046.64
City of Escondido	650036DT0	NEW YORK ST URBAN DEV CORP REV	945,000.00	USD	03/15/2025	MUNI	AA+	NA	AA+	AA+	873,266.63
City of Escondido	799408Z85	SAN RAMON VALLEY CALIF UNI SCH DIST	405,000.00	USD	08/01/2025	MUNI	AA+	Aa1	AA+	NA	368,231.40
City of Escondido	9128282A7	UNITED STATES TREASURY	1,900,000.00	USD	08/15/2026	US GOV	AA+	Aaa	AA+	AAA	1,744,589.50
City of Escondido	9128282Y5	UNITED STATES TREASURY	795,000.00	USD	09/30/2024	US GOV	AA+	Aaa	AA+	AAA	767,597.05
City of Escondido	9128283J7	UNITED STATES TREASURY	1,480,000.00	USD	11/30/2024	US GOV	AA+	Aaa	AA+	AAA	1,420,178.03
City of Escondido	9128283U2	UNITED STATES TREASURY	2,000,000.00	USD	01/31/2023	US GOV	AA+	Aaa	AA+	AAA	2,017,068.64
City of Escondido	9128283V0	UNITED STATES TREASURY	280,000.00	USD	01/31/2025	US GOV	AA+	Aaa	AA+	AAA	272,432.73
City of Escondido	9128284L1	UNITED STATES TREASURY	50,000.00	USD	04/30/2023	US GOV	AA+	Aaa	AA+	AAA	49,952.20
City of Escondido	9128285D8	UNITED STATES TREASURY	5,000,000.00	USD	09/30/2023	US GOV	AA+	Aaa	AA+	AAA	4,974,232.42
City of Escondido	912828D56	UNITED STATES TREASURY	575,000.00	USD	08/15/2024	US GOV	AA+	Aaa	AA+	AAA	560,128.34
City of Escondido	912828R28	UNITED STATES TREASURY	4,800,000.00	USD	04/30/2023	US GOV	AA+	Aaa	AA+	AAA	4,768,503.65
City of Escondido	912828S35	UNITED STATES TREASURY	775,000.00	USD	06/30/2023	US GOV	AA+	Aaa	AA+	AAA	768,129.63
City of Escondido	912828V80	UNITED STATES TREASURY	600,000.00	USD	01/31/2024	US GOV	AA+	Aaa	AA+	AAA	589,910.77
City of Escondido	912828V98	UNITED STATES TREASURY	1,160,000.00	USD	02/15/2027	US GOV	AA+	Aaa	AA+	AAA	1,090,803.10
City of Escondido	912828VS6	UNITED STATES TREASURY	2,000,000.00	USD	08/15/2023	US GOV	AA+	Aaa	AA+	AAA	1,991,090.00
City of Escondido	912828W48	UNITED STATES TREASURY	95,000.00	USD	02/29/2024	US GOV	AA+	Aaa	AA+	AAA	92,937.70
City of Escondido	912828W71	UNITED STATES TREASURY	2,650,000.00	USD	03/31/2024	US GOV	AA+	Aaa	AA+	AAA	2,582,241.83
City of Escondido	912828W71	UNITED STATES TREASURY	1,420,000.00	USD	03/31/2024	US GOV	AA+	Aaa	AA+	AAA	1,383,691.85
City of Escondido	912828XX3	UNITED STATES TREASURY	1,225,000.00	USD	06/30/2024	US GOV	AA+	Aaa	AA+	AAA	1,190,834.75
City of Escondido	912828Y61	UNITED STATES TREASURY	145,000.00	USD	07/31/2023	US GOV	AA+	Aaa	AA+	AAA	145,083.15
City of Escondido	912828Y87	UNITED STATES TREASURY	740,000.00	USD	07/31/2024	US GOV	AA+	Aaa	AA+	AAA	713,475.30
City of Escondido	912828YM6	UNITED STATES TREASURY	635,000.00	USD	10/31/2024	US GOV	AA+	Aaa	AA+	AAA	613,475.30

## Exposure - Credit Rating

City of Escondido (299155)

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Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	912828ZL7	UNITED STATES TREASURY	3,375,000.00	USD	04/30/2025	US GOV	AA+	Aaa	AA+	AAA	3,084,722.68
City of Escondido	912828ZP8	UNITED STATES TREASURY	2,160,000.00	USD	05/15/2023	US GOV	AA+	Aaa	AA+	AAA	2,124,746.29
City of Escondido	912828ZT0	UNITED STATES TREASURY	2,000,000.00	USD	05/31/2025	US GOV	AA+	Aaa	AA+	AAA	1,817,545.82
City of Escondido	912828ZU7	UNITED STATES TREASURY	2,000,000.00	USD	06/15/2023	US GOV	AA+	Aaa	AA+	AAA	1,961,479.78
City of Escondido	912828ZY9	UNITED STATES TREASURY	2,000,000.00	USD	07/15/2023	US GOV	AA+	Aaa	AA+	AAA	1,952,548.10
City of Escondido	912828ZY9	UNITED STATES TREASURY	2,000,000.00	USD	07/15/2023	US GOV	AA+	Aaa	AA+	AAA	1,952,548.10
City of Escondido	91282CAB7	UNITED STATES TREASURY	2,380,000.00	USD	07/31/2025	US GOV	AA+	Aaa	AA+	AAA	2,151,827.98
City of Escondido	91282CAM3	UNITED STATES TREASURY	620,000.00	USD	09/30/2025	US GOV	AA+	Aaa	AA+	AAA	557,641.56
City of Escondido	91282CBC4	UNITED STATES TREASURY	1,200,000.00	USD	12/31/2025	US GOV	AA+	Aaa	AA+	AAA	1,075,782.00
City of Escondido	91282CBH3	UNITED STATES TREASURY	800,000.00	USD	01/31/2026	US GOV	AA+	Aaa	AA+	AAA	713,719.28
City of Escondido	91282CBH3	UNITED STATES TREASURY	1,280,000.00	USD	01/31/2026	US GOV	AA+	Aaa	AA+	AAA	1,141,950.85
City of Escondido	91282CBH3	UNITED STATES TREASURY	1,000,000.00	USD	01/31/2026	US GOV	AA+	Aaa	AA+	AAA	892,149.10
City of Escondido	91282CBH3	UNITED STATES TREASURY	645,000.00	USD	01/31/2026	US GOV	AA+	Aaa	AA+	AAA	575,436.17
City of Escondido	91282CBH3	UNITED STATES TREASURY	1,600,000.00	USD	01/31/2026	US GOV	AA+	Aaa	AA+	AAA	1,427,438.57
City of Escondido	91282CBQ3	UNITED STATES TREASURY	400,000.00	USD	02/28/2026	US GOV	AA+	Aaa	AA+	AAA	357,518.03
City of Escondido	91282CBQ3	UNITED STATES TREASURY	3,000,000.00	USD	02/28/2026	US GOV	AA+	Aaa	AA+	AAA	2,681,385.25
City of Escondido	91282CBT7	UNITED STATES TREASURY	2,000,000.00	USD	03/31/2026	US GOV	AA+	Aaa	AA+	AAA	1,798,471.21
City of Escondido	91282CBV2	UNITED STATES TREASURY	4,350,000.00	USD	04/15/2024	US GOV	AA+	Aaa	AA+	AAA	4,121,334.72
City of Escondido	91282CBX8	UNITED STATES TREASURY	4,000,000.00	USD	04/30/2023	US GOV	AA+	Aaa	AA+	AAA	3,945,842.54
City of Escondido	91282CCF6	UNITED STATES TREASURY	1,680,000.00	USD	05/31/2026	US GOV	AA+	Aaa	AA+	AAA	1,501,195.48
City of Escondido	91282CCF6	UNITED STATES TREASURY	2,400,000.00	USD	05/31/2026	US GOV	AA+	Aaa	AA+	AAA	2,144,564.97
City of Escondido	91282CCJ8	UNITED STATES TREASURY	360,000.00	USD	06/30/2026	US GOV	AA+	Aaa	AA+	AAA	323,872.20
City of Escondido	91282CCJ8	UNITED STATES TREASURY	2,050,000.00	USD	06/30/2026	US GOV	AA+	Aaa	AA+	AAA	1,844,272.25
City of Escondido	91282CCN9	UNITED STATES TREASURY	240,000.00	USD	07/31/2023	US GOV	AA+	Aaa	AA+	AAA	233,805.53
City of Escondido	91282CCU3	UNITED STATES TREASURY	900,000.00	USD	08/31/2023	US GOV	AA+	Aaa	AA+	AAA	873,208.14
City of Escondido	91282CDA6	UNITED STATES TREASURY	800,000.00	USD	09/30/2023	US GOV	AA+	Aaa	AA+	AAA	773,913.49
City of Escondido	91282CDD0	UNITED STATES TREASURY	2,350,000.00	USD	10/31/2023	US GOV	AA+	Aaa	AA+	AAA	2,267,683.98
City of Escondido	91282CDD0	UNITED STATES TREASURY	2,000,000.00	USD	10/31/2023	US GOV	AA+	Aaa	AA+	AAA	1,929,943.81
City of Escondido	91282CDG3	UNITED STATES TREASURY	5,000,000.00	USD	10/31/2026	US GOV	AA+	Aaa	AA+	AAA	4,487,628.59
City of Escondido	91282CDG3	UNITED STATES TREASURY	400,000.00	USD	10/31/2026	US GOV	AA+	Aaa	AA+	AAA	359,010.29
City of Escondido	91282CDG3	UNITED STATES TREASURY	500,000.00	USD	10/31/2026	US GOV	AA+	Aaa	AA+	AAA	448,762.86
City of Escondido	91282CDH1	UNITED STATES TREASURY	5,000,000.00	USD	11/15/2024	US GOV	AA+	Aaa	AA+	AAA	4,674,315.19
City of Escondido	91282CDZ1	UNITED STATES TREASURY	1,175,000.00	USD	02/15/2025	US GOV	AA+	Aaa	AA+	AAA	1,113,353.63
City of Escondido	91282CER8	UNITED STATES TREASURY	800,000.00	USD	05/31/2024	US GOV	AA+	Aaa	AA+	AAA	778,143.30
City of Escondido	923040GT0	VENTURA CNTY CALIF CMNTY COLLEGE DIST	350,000.00	USD	08/01/2023	MUNI	AA+	Aa1	AA+	NA	347,176.08
City of Escondido	923040GU7	VENTURA CNTY CALIF CMNTY COLLEGE DIST	490,000.00	USD	08/01/2024	MUNI	AA+	Aa1	AA+	NA	472,850.00
<b>City of Escondido</b>	<b>---</b>	<b>---</b>	<b>103,642,444.02</b>	<b>USD</b>	<b>10/17/2024</b>	<b>---</b>	<b>AA+</b>	<b>Aaa</b>	<b>AA+</b>	<b>AAA</b>	<b>97,917,887.71</b>

### AA

Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	542411NH2	LONG BEACH CALIF CMNTY COLLEGE DIST	350,000.00	USD	08/01/2023	MUNI	AA	Aa2	AA	NA	347,382.88
City of Escondido	605581MZ7	MISSISSIPPI ST	120,000.00	USD	11/01/2024	MUNI	AA	Aa2	AA	AA	111,689.00
City of Escondido	697511FB4	PALOMAR CALIF CMNTY COLLEGE DIST	440,000.00	USD	08/01/2024	MUNI	AA	Aa2	AA	NA	415,412.07
City of Escondido	771196BT8	ROCHE HOLDINGS INC	1,295,000.00	USD	03/10/2025	CORP	AA	Aa2	AA	AA	1,235,318.20
City of Escondido	797412DM2	SAN DIEGO CNTY CALIF WTR AUTH WTR REV	480,000.00	USD	05/01/2025	MUNI	AA	Aa2	AAA	AA+	438,474.40
City of Escondido	798306WN2	SAN JUAN CALIF UNI SCH DIST	415,000.00	USD	08/01/2024	MUNI	AA	Aa2	NA	WR	390,479.72
City of Escondido	91412HGE7	UNIVERSITY CALIF REVS	375,000.00	USD	05/15/2025	MUNI	AA	Aa2	AA	AA	344,343.10
<b>City of Escondido</b>	<b>---</b>	<b>---</b>	<b>3,475,000.00</b>	<b>USD</b>	<b>11/23/2024</b>	<b>---</b>	<b>AA</b>	<b>Aa2</b>	<b>AA</b>	<b>AA</b>	<b>3,283,099.37</b>

Exposure - Credit Rating

City of Escondido (299155)

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Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	166764BV1	CHEVRON CORP	200,000.00	USD	05/11/2023	CORP	AA-	Aa2	AA-	NA	197,726.94
City of Escondido	166764BW9	CHEVRON CORP	425,000.00	USD	05/11/2025	CORP	AA-	Aa2	AA-	NA	396,643.29
City of Escondido	20772KEW5	CONNECTICUT ST	630,000.00	USD	09/15/2025	MUNI	AA-	Aa3	AA-	AA-	622,440.67
City of Escondido	20772KJW0	CONNECTICUT ST	150,000.00	USD	07/01/2024	MUNI	AA-	Aa3	AA-	AA-	145,891.50
City of Escondido	341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV	400,000.00	USD	07/01/2025	MUNI	AA-	Aa3	AA	AA	369,776.00
City of Escondido	341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV	155,000.00	USD	07/01/2025	MUNI	AA-	Aa3	AA	AA	143,288.20
City of Escondido	341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV	150,000.00	USD	07/01/2025	MUNI	AA-	Aa3	AA	AA	138,666.00
City of Escondido	544647FC9	LOS ANGELES CALIF UNI SCH DIST	310,000.00	USD	07/01/2026	MUNI	AA-	Aa3	NA	AAA	279,354.95
City of Escondido	---	---	2,420,000.00	USD	05/28/2025	---	AA-	Aa3	AA-	AA	2,293,787.55

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Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	002824BE9	ABBOTT LABORATORIES	825,000.00	USD	11/30/2023	CORP	A+	A1	AA-	WR	818,551.25
City of Escondido	023135BW5	AMAZON.COM INC	300,000.00	USD	05/12/2024	CORP	A+	A1	AA	AA-	282,858.75
City of Escondido	69371RQ82	PACCAR FINANCIAL CORP	360,000.00	USD	06/08/2023	CORP	A+	A1	A+	NA	353,700.40
City of Escondido	89236TDK8	TOYOTA MOTOR CREDIT CORP	1,090,000.00	USD	10/18/2023	CORP	A+	A1	A+	A+	1,072,235.73
City of Escondido	904764BN6	UNILEVER CAPITAL CORP	160,000.00	USD	08/12/2024	CORP	A+	A1	A+	A	150,564.33
City of Escondido	---	---	2,735,000.00	USD	11/21/2023	CORP	A+	A1	A+	A+	2,677,910.45

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Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	05565EBK0	BMW US CAPITAL LLC	575,000.00	USD	04/09/2025	CORP	A	A2	A	NA	568,124.92
City of Escondido	05565EBU8	BMW US CAPITAL LLC	215,000.00	USD	08/12/2024	CORP	A	A2	A	NA	201,181.05
City of Escondido	06406RAG2	BANK OF NEW YORK MELLON CORP	600,000.00	USD	04/28/2023	CORP	A	A1	A	AA-	601,071.00
City of Escondido	06406RBC0	BANK OF NEW YORK MELLON CORP	1,000,000.00	USD	04/25/2025	CORP	A	A1	A	AA-	975,091.67
City of Escondido	110122DN5	BRISTOL-MYERS SQUIBB CO	250,000.00	USD	11/13/2025	CORP	A	A2	A+	WR	225,107.50
City of Escondido	110122DN5	BRISTOL-MYERS SQUIBB CO	353,000.00	USD	11/13/2025	CORP	A	A2	A+	WR	317,851.79
City of Escondido	14912L5X5	CATERPILLAR FINANCIAL SERVICES CORP	790,000.00	USD	11/24/2023	CORP	A	A2	A	A	785,057.89
City of Escondido	14913R2U0	CATERPILLAR FINANCIAL SERVICES CORP	800,000.00	USD	01/08/2027	CORP	A	A2	A	A	727,399.56
City of Escondido	24422EWA3	JOHN DEERE CAPITAL CORP	800,000.00	USD	01/11/2027	CORP	A	A2	A	A	720,446.22
City of Escondido	437076CM2	HOME DEPOT INC	105,000.00	USD	04/15/2025	CORP	A	A2	A	A	101,257.80
City of Escondido	438516CE4	HONEYWELL INTERNATIONAL INC	700,000.00	USD	03/01/2027	CORP	A	A2	A	A	611,804.67
City of Escondido	665859AW4	NORTHERN TRUST CORP	670,000.00	USD	05/10/2027	CORP	A	A2	A+	A+	658,895.87
City of Escondido	808513AY1	CHARLES SCHWAB CORP	815,000.00	USD	02/01/2024	CORP	A	A2	A	A	814,039.66
City of Escondido	87612EBM7	TARGET CORP	180,000.00	USD	01/15/2027	CORP	A	A2	A	A	165,252.90
City of Escondido	87612EBM7	TARGET CORP	650,000.00	USD	01/15/2027	CORP	A	A2	A	A	596,746.58
City of Escondido	91159HHX1	US BANCORP	845,000.00	USD	07/30/2024	CORP	A	A2	A+	A+	821,128.75
City of Escondido	---	---	9,348,000.00	USD	08/05/2025	CORP	A	A2	A	A+	8,890,457.82

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Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	02665WDZ1	AMERICAN HONDA FINANCE CORP	1,000,000.00	USD	09/09/2026	CORP	A-	A3	A-	A	887,584.44
City of Escondido	04636NAA1	ASTRAZENECA FINANCE LLC	700,000.00	USD	05/28/2026	CORP	A-	A3	A	A-	624,729.00
City of Escondido	05531FBF9	TRUIST FINANCIAL CORP	800,000.00	USD	12/06/2023	CORP	A-	A3	A-	A	793,531.33
City of Escondido	06051GFB0	BANK OF AMERICA CORP	1,395,000.00	USD	01/22/2024	CORP	A-	A2	A-	AA-	1,400,000.00

Exposure - Credit Rating

City of Escondido (299155)

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Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	20030NCR0	COMCAST CORP	635,000.00	USD	04/15/2024	CORP	A-	A3	A-	A-	630,511.26
City of Escondido	22552G3C2	Credit Suisse AG, New York Branch	715,000.00	USD	03/17/2023	CD	A-	A3	A-	NA	715,585.72
City of Escondido	369550BG2	GENERAL DYNAMICS CORP	700,000.00	USD	05/15/2025	CORP	A-	A3	A-	WR	685,714.56
City of Escondido	459200KM2	INTERNATIONAL BUSINESS MACHINES CORP	1,000,000.00	USD	02/09/2027	CORP	A-	A3	A-	NA	908,527.78
City of Escondido	46647PBH8	JPMORGAN CHASE & CO	750,000.00	USD	03/13/2026	CORP	A-	A1	A-	AA-	699,176.25
City of Escondido	46647PCH7	JPMORGAN CHASE & CO	585,000.00	USD	06/01/2025	CORP	A-	A1	A-	AA-	545,785.50
City of Escondido	61746BDQ6	MORGAN STANLEY	745,000.00	USD	04/29/2024	CORP	A-	A1	A-	A+	738,662.74
City of Escondido	61747YEM3	MORGAN STANLEY	310,000.00	USD	02/18/2026	CORP	A-	A1	A-	A+	294,371.78
City of Escondido	63743HFE7	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	220,000.00	USD	06/15/2025	CORP	A-	A2	A-	A	212,716.53
City of Escondido	693475AY1	PNC FINANCIAL SERVICES GROUP INC	600,000.00	USD	11/01/2024	CORP	A-	A3	A-	A	575,758.00
City of Escondido	91324PEG3	UNITEDHEALTH GROUP INC	200,000.00	USD	05/15/2027	CORP	A-	A3	A+	A	194,617.56
City of Escondido	91324PEG3	UNITEDHEALTH GROUP INC	440,000.00	USD	05/15/2027	CORP	A-	A3	A+	A	428,158.62
City of Escondido	---	---	10,795,000.00	USD	04/16/2025	---	A-	A2	A-	A	10,343,737.63

BBB+

Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	025816BW8	AMERICAN EXPRESS CO	800,000.00	USD	08/03/2023	CORP	BBB+	A2	BBB+	A	806,952.89
City of Escondido	025816CQ0	AMERICAN EXPRESS CO	350,000.00	USD	03/04/2025	CORP	BBB+	A2	BBB+	A	333,078.38
City of Escondido	172967MX6	CITIGROUP INC	270,000.00	USD	05/01/2025	CORP	BBB+	A3	BBB+	A	253,161.45
City of Escondido	172967MX6	CITIGROUP INC	255,000.00	USD	05/01/2025	CORP	BBB+	A3	BBB+	A	239,096.92
City of Escondido	17327CAN3	CITIGROUP INC	245,000.00	USD	01/25/2026	CORP	BBB+	A3	BBB+	A	229,348.75
City of Escondido	254687FK7	WALT DISNEY CO	845,000.00	USD	08/30/2024	CORP	BBB+	A2	BBB+	A-	810,898.62
City of Escondido	38141GXS8	GOLDMAN SACHS GROUP INC	650,000.00	USD	02/12/2026	CORP	BBB+	A2	BBB+	A	590,298.31
City of Escondido	38141GZH0	GOLDMAN SACHS GROUP INC	400,000.00	USD	01/24/2025	CORP	BBB+	A2	BBB+	A	385,948.99
City of Escondido	---	---	3,815,000.00	USD	12/05/2024	CORP	BBB+	A2	BBB+	A	3,648,784.30

NA

Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	X9USDBRD2	BLACKROCK FED TRST DOLR SHR FD 102	1,078,237.96	USD	12/30/2022	MMFUND	NA	NA	NA	NA	1,078,237.96
City of Escondido	X9USDBRD2	BLACKROCK FED TRST DOLR SHR FD 102	1,078,237.96	USD	12/30/2022	MMFUND	NA	NA	NA	NA	1,078,237.96

A-1+

Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	912796T33	UNITED STATES TREASURY	4,000,000.00	USD	02/23/2023	T-BILL	A-1+	P-1	A-1+	F1+	3,975,920.00
City of Escondido	912796T33	UNITED STATES TREASURY	4,000,000.00	USD	02/23/2023	T-BILL	A-1+	P-1	A-1+	F1+	3,975,920.00

Summary

Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	---	---	153,272,265.75	USD	11/17/2024	---	AA-	Aa2	AA-	AA	145,517,277.80

\* Grouped by: Rating. \* Groups Sorted by: Rating. \* Weighted by: Ending Market Value + Accrued.

Overview

10/01/2022 - 12/30/2022

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City of Escondido (299155)

Dated: 01/31/2023

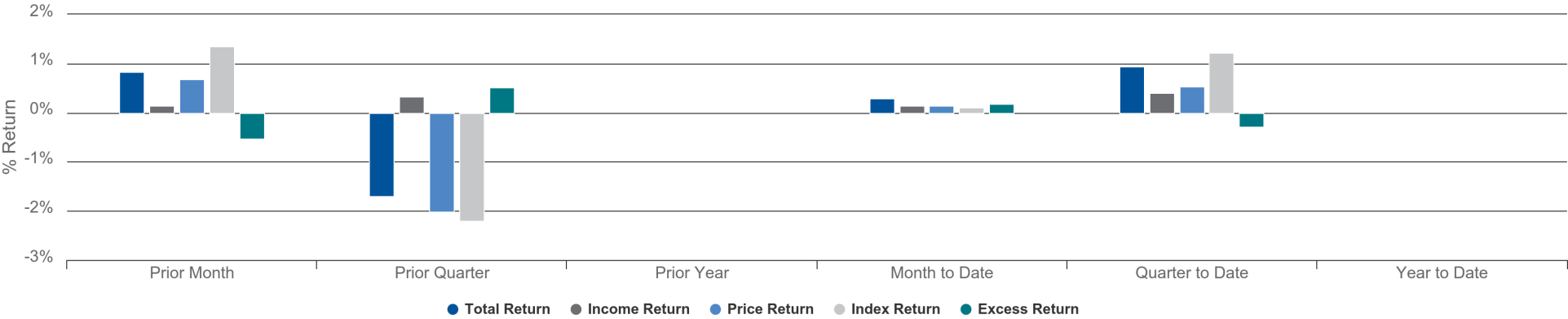
Compliance Overview	
Status	Compliant
As of	12/30/2022

Reconciliation Status	
Status	Reconciled
Last Reconciled For	01/30/2023

Cash and Fixed Income Summary	
Risk Metric	Value
MMFund	1,078,237.96
Fixed Income	144,439,039.83
Duration	1.715
Convexity	0.050
WAL	1.795
Years to Final Maturity	1.882
Years to Effective Maturity	1.793
Yield	4.533
Book Yield	1.615
Avg Credit Rating	AA-/Aa3/AA-

Balance Sheet	
Field	Value
Book Value + Accrued	153,373,611.14
Net Unrealized Gain/Loss	-7,856,333.34
Market Value + Accrued	145,517,277.80

Summary



Overview

10/01/2022 - 12/30/2022

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City of Escondido (299155)

Dated: 01/31/2023

Index: ICE BofA 1-5 Year US Corporate & Government Index.

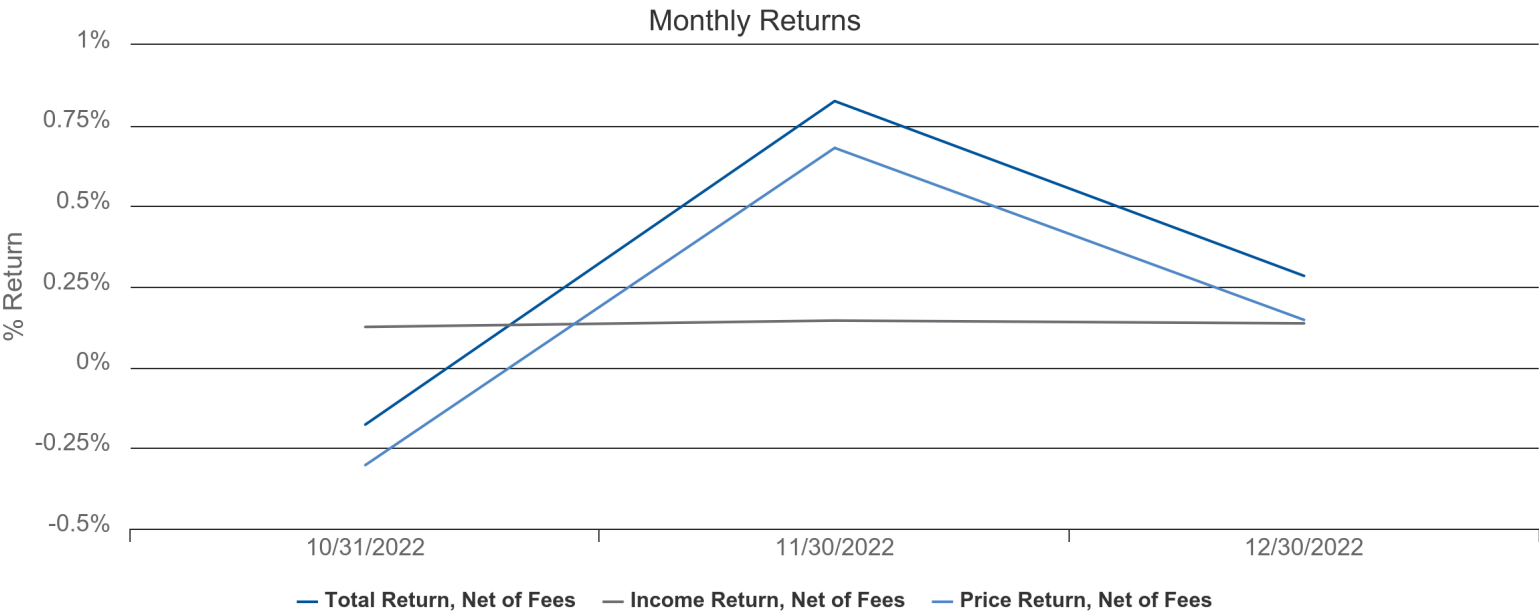
Returns

City of Escondido (299155)

10/01/2022 - 12/30/2022

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Dated: 01/31/2023



Period Begin	Period End	Total Return, Net of Fees	Income Return, Net of Fees	Price Return, Net of Fees
10/01/2022	10/31/2022	-0.177%	0.126%	-0.303%
11/01/2022	11/30/2022	0.826%	0.145%	0.681%
12/01/2022	12/30/2022	0.284%	0.137%	0.147%
---	---	---	---	---

Account	Index	Index Start Date	Index End Date
City of Escondido	ICE BofA 1-5 Year US Corporate & Government Index	08/02/2002	---

Net of Fees (includes management and trading).  
Returns are actual and have not been annualized.  
No Tax Adjustment.  
Note that data will not exist prior to the performance inception date of: 04/01/2022.

Comparison

City of Escondido (299155)

As of 12/30/2022

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Dated: 01/31/2023

Account/Index	Base Market Value + Accrued	Trailing Month Total Return, Net of Fees	Trailing 3 Months Total Return, Net of Fees	Trailing 6 Months Total Return, Net of Fees	Trailing 12 Months Total Return, Net of Fees	Trailing 12 Months Information Ratio, Net of Fees	Trailing 12 Months Sharpe Ratio, Net of Fees	Trailing 12 Months Standard Deviation, Net of Fees	Trailing 12 Months Tracking Error, Net of Fees
ICE BofA 1-5 Year US Corporate & Government Index	---	0.465%	1.117%	-0.696%	---	---	---	---	---
City of Escondido	145,517,277.80	0.454%	0.854%	-0.461%	---	---	---	---	---

Net of Fees (includes management and trading).  
Returns are actual and have not been annualized.  
No Tax Adjustment.  
Note that data will not exist prior to the performance inception date of: 04/01/2022.  
Reported Index Return is always Total Return.

Exposure - Security Type

As of 12/30/2022

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City of Escondido (299155)

Dated: 01/31/2023

Security Type

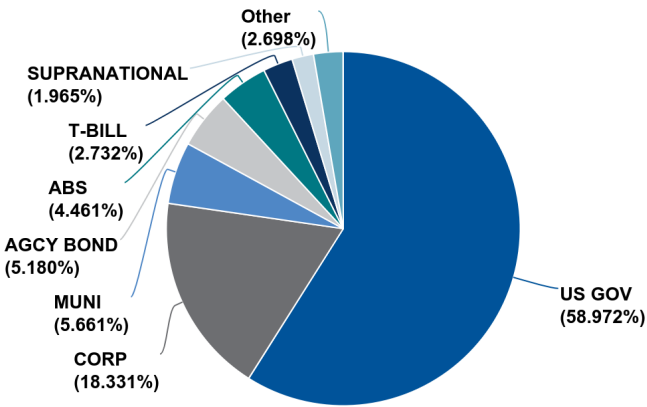


Chart calculated by: Ending Market Value + Accrued

US GOV

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	9128282A7	UNITED STATES TREASURY	1,900,000.00	USD	08/15/2026	US GOV	1,744,589.50
City of Escondido	9128282Y5	UNITED STATES TREASURY	795,000.00	USD	09/30/2024	US GOV	767,597.05
City of Escondido	9128283J7	UNITED STATES TREASURY	1,480,000.00	USD	11/30/2024	US GOV	1,420,178.03
City of Escondido	9128283U2	UNITED STATES TREASURY	2,000,000.00	USD	01/31/2023	US GOV	2,017,068.64
City of Escondido	9128283V0	UNITED STATES TREASURY	280,000.00	USD	01/31/2025	US GOV	272,432.73
City of Escondido	9128284L1	UNITED STATES TREASURY	50,000.00	USD	04/30/2023	US GOV	49,952.20
City of Escondido	9128285D8	UNITED STATES TREASURY	5,000,000.00	USD	09/30/2023	US GOV	4,974,232.42
City of Escondido	912828D56	UNITED STATES TREASURY	575,000.00	USD	08/15/2024	US GOV	560,128.34
City of Escondido	912828R28	UNITED STATES TREASURY	4,800,000.00	USD	04/30/2023	US GOV	4,768,503.65
City of Escondido	912828S35	UNITED STATES TREASURY	775,000.00	USD	06/30/2023	US GOV	768,129.63
City of Escondido	912828V80	UNITED STATES TREASURY	600,000.00	USD	01/31/2024	US GOV	589,910.77
City of Escondido	912828V98	UNITED STATES TREASURY	1,160,000.00	USD	02/15/2027	US GOV	1,090,803.10
City of Escondido	912828VS6	UNITED STATES TREASURY	2,000,000.00	USD	08/15/2023	US GOV	1,991,090.00
City of Escondido	912828W48	UNITED STATES TREASURY	95,000.00	USD	02/29/2024	US GOV	92,937.70
City of Escondido	912828W71	UNITED STATES TREASURY	2,650,000.00	USD	03/31/2024	US GOV	2,582,241.83
City of Escondido	912828W71	UNITED STATES TREASURY	1,420,000.00	USD	03/31/2024	US GOV	1,383,691.85
City of Escondido	912828XX3	UNITED STATES TREASURY	1,225,000.00	USD	06/30/2024	US GOV	1,190,834.75
City of Escondido	912828Y61	UNITED STATES TREASURY	145,000.00	USD	07/31/2023	US GOV	145,083.15
City of Escondido	912828Y87	UNITED STATES TREASURY	740,000.00	USD	07/31/2024	US GOV	713,475.30
City of Escondido	912828YM6	UNITED STATES TREASURY	635,000.00	USD	10/31/2024	US GOV	603,565.99
City of Escondido	912828ZL7	UNITED STATES TREASURY	3,375,000.00	USD	04/30/2025	US GOV	3,084,722.68
City of Escondido	912828ZP8	UNITED STATES TREASURY	2,160,000.00	USD	05/15/2023	US GOV	2,124,746.29
City of Escondido	912828ZT0	UNITED STATES TREASURY	2,000,000.00	USD	05/31/2025	US GOV	1,877,545.02
City of Escondido	912828ZU7	UNITED STATES TREASURY	2,000,000.00	USD	06/15/2023	US GOV	1,975,545.02

## Exposure - Security Type

City of Escondido (299155)

As of 12/30/2022

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Dated: 01/31/2023

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	91282ZY9	UNITED STATES TREASURY	2,000,000.00	USD	07/15/2023	US GOV	1,952,548.10
City of Escondido	91282ZY9	UNITED STATES TREASURY	2,000,000.00	USD	07/15/2023	US GOV	1,952,548.10
City of Escondido	91282CAB7	UNITED STATES TREASURY	2,380,000.00	USD	07/31/2025	US GOV	2,151,827.98
City of Escondido	91282CAM3	UNITED STATES TREASURY	620,000.00	USD	09/30/2025	US GOV	557,641.56
City of Escondido	91282CBC4	UNITED STATES TREASURY	1,200,000.00	USD	12/31/2025	US GOV	1,075,782.00
City of Escondido	91282CBH3	UNITED STATES TREASURY	800,000.00	USD	01/31/2026	US GOV	713,719.28
City of Escondido	91282CBH3	UNITED STATES TREASURY	1,280,000.00	USD	01/31/2026	US GOV	1,141,950.85
City of Escondido	91282CBH3	UNITED STATES TREASURY	1,000,000.00	USD	01/31/2026	US GOV	892,149.10
City of Escondido	91282CBH3	UNITED STATES TREASURY	645,000.00	USD	01/31/2026	US GOV	575,436.17
City of Escondido	91282CBH3	UNITED STATES TREASURY	1,600,000.00	USD	01/31/2026	US GOV	1,427,438.57
City of Escondido	91282CBQ3	UNITED STATES TREASURY	400,000.00	USD	02/28/2026	US GOV	357,518.03
City of Escondido	91282CBQ3	UNITED STATES TREASURY	3,000,000.00	USD	02/28/2026	US GOV	2,681,385.25
City of Escondido	91282CBT7	UNITED STATES TREASURY	2,000,000.00	USD	03/31/2026	US GOV	1,798,471.21
City of Escondido	91282CBV2	UNITED STATES TREASURY	4,350,000.00	USD	04/15/2024	US GOV	4,121,334.72
City of Escondido	91282CBX8	UNITED STATES TREASURY	4,000,000.00	USD	04/30/2023	US GOV	3,945,842.54
City of Escondido	91282CCF6	UNITED STATES TREASURY	1,680,000.00	USD	05/31/2026	US GOV	1,501,195.48
City of Escondido	91282CCF6	UNITED STATES TREASURY	2,400,000.00	USD	05/31/2026	US GOV	2,144,564.97
City of Escondido	91282CCJ8	UNITED STATES TREASURY	360,000.00	USD	06/30/2026	US GOV	323,872.20
City of Escondido	91282CCJ8	UNITED STATES TREASURY	2,050,000.00	USD	06/30/2026	US GOV	1,844,272.25
City of Escondido	91282CCN9	UNITED STATES TREASURY	240,000.00	USD	07/31/2023	US GOV	233,805.53
City of Escondido	91282CCU3	UNITED STATES TREASURY	900,000.00	USD	08/31/2023	US GOV	873,208.14
City of Escondido	91282CDA6	UNITED STATES TREASURY	800,000.00	USD	09/30/2023	US GOV	773,913.49
City of Escondido	91282CDD0	UNITED STATES TREASURY	2,350,000.00	USD	10/31/2023	US GOV	2,267,683.98
City of Escondido	91282CDD0	UNITED STATES TREASURY	2,000,000.00	USD	10/31/2023	US GOV	1,929,943.81
City of Escondido	91282CDG3	UNITED STATES TREASURY	5,000,000.00	USD	10/31/2026	US GOV	4,487,628.59
City of Escondido	91282CDG3	UNITED STATES TREASURY	400,000.00	USD	10/31/2026	US GOV	359,010.29
City of Escondido	91282CDG3	UNITED STATES TREASURY	500,000.00	USD	10/31/2026	US GOV	448,762.86
City of Escondido	91282CDH1	UNITED STATES TREASURY	5,000,000.00	USD	11/15/2024	US GOV	4,674,315.19
City of Escondido	91282CDZ1	UNITED STATES TREASURY	1,175,000.00	USD	02/15/2025	US GOV	1,113,353.63
City of Escondido	91282CER8	UNITED STATES TREASURY	800,000.00	USD	05/31/2024	US GOV	778,143.30
City of Escondido	---	UNITED STATES TREASURY	90,790,000.00	USD	10/12/2024	US GOV	85,814,208.37

## CORP

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	002824BE9	ABBOTT LABORATORIES	825,000.00	USD	11/30/2023	CORP	818,551.25
City of Escondido	023135BW5	AMAZON.COM INC	300,000.00	USD	05/12/2024	CORP	282,858.75
City of Escondido	025816BW8	AMERICAN EXPRESS CO	800,000.00	USD	08/03/2023	CORP	806,952.89
City of Escondido	025816CQ0	AMERICAN EXPRESS CO	350,000.00	USD	03/04/2025	CORP	333,078.38
City of Escondido	02665WDZ1	AMERICAN HONDA FINANCE CORP	1,000,000.00	USD	09/09/2026	CORP	887,584.44
City of Escondido	04636NAA1	ASTRAZENECA FINANCE LLC	700,000.00	USD	05/28/2026	CORP	624,729.00
City of Escondido	05531FBF9	TRUIST FINANCIAL CORP	800,000.00	USD	12/06/2023	CORP	793,531.33
City of Escondido	05565EBK0	BMW US CAPITAL LLC	575,000.00	USD	04/09/2025	CORP	568,124.92
City of Escondido	05565EBU8	BMW US CAPITAL LLC	215,000.00	USD	08/12/2024	CORP	201,181.05
City of Escondido	06051GFB0	BANK OF AMERICA CORP	1,395,000.00	USD	01/22/2024	CORP	1,408,306.56
City of Escondido	06406RAG2	BANK OF NEW YORK MELLON CORP	600,000.00	USD	04/28/2023	CORP	601,071.00
City of Escondido	06406RBC0	BANK OF NEW YORK MELLON CORP	1,000,000.00	USD	04/25/2025	CORP	975,091.67
City of Escondido	110122DN5	BRISTOL-MYERS SQUIBB CO	250,000.00	USD	11/13/2025	CORP	225,107.50
City of Escondido	110122DN5	BRISTOL-MYERS SQUIBB CO	353,000.00	USD	11/13/2025	CORP	317,851.79
City of Escondido	14912L5X5	CATERPILLAR FINANCIAL SERVICES CORP	790,000.00	USD	11/24/2023	CORP	785,057.89
City of Escondido	14913R2U0	CATERPILLAR FINANCIAL SERVICES CORP	800,000.00	USD	01/08/2027	CORP	727,399.56
City of Escondido	166764BV1	CHEVRON CORP	200,000.00	USD	05/11/2023	CORP	

Exposure - Security Type

City of Escondido (299155)

As of 12/30/2022

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Dated: 01/31/2023

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	166764BW9	CHEVRON CORP	425,000.00	USD	05/11/2025	CORP	396,643.29
City of Escondido	172967MX6	CITIGROUP INC	270,000.00	USD	05/01/2025	CORP	253,161.45
City of Escondido	172967MX6	CITIGROUP INC	255,000.00	USD	05/01/2025	CORP	239,096.92
City of Escondido	17327CAN3	CITIGROUP INC	245,000.00	USD	01/25/2026	CORP	229,348.75
City of Escondido	20030NCR0	COMCAST CORP	635,000.00	USD	04/15/2024	CORP	630,511.26
City of Escondido	24422EWA3	JOHN DEERE CAPITAL CORP	800,000.00	USD	01/11/2027	CORP	720,446.22
City of Escondido	254687FK7	WALT DISNEY CO	845,000.00	USD	08/30/2024	CORP	810,898.62
City of Escondido	369550BG2	GENERAL DYNAMICS CORP	700,000.00	USD	05/15/2025	CORP	685,714.56
City of Escondido	38141GXS8	GOLDMAN SACHS GROUP INC	650,000.00	USD	02/12/2026	CORP	590,298.31
City of Escondido	38141GZH0	GOLDMAN SACHS GROUP INC	400,000.00	USD	01/24/2025	CORP	385,948.99
City of Escondido	437076CM2	HOME DEPOT INC	105,000.00	USD	04/15/2025	CORP	101,257.80
City of Escondido	438516CE4	HONEYWELL INTERNATIONAL INC	700,000.00	USD	03/01/2027	CORP	611,804.67
City of Escondido	459200KM2	INTERNATIONAL BUSINESS MACHINES CORP	1,000,000.00	USD	02/09/2027	CORP	908,527.78
City of Escondido	46647PBH8	JPMORGAN CHASE & CO	750,000.00	USD	03/13/2026	CORP	699,176.25
City of Escondido	46647PCH7	JPMORGAN CHASE & CO	585,000.00	USD	06/01/2025	CORP	545,785.50
City of Escondido	61746BDQ6	MORGAN STANLEY	745,000.00	USD	04/29/2024	CORP	738,662.74
City of Escondido	61747YEM3	MORGAN STANLEY	310,000.00	USD	02/18/2026	CORP	294,371.78
City of Escondido	63743HFE7	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	220,000.00	USD	06/15/2025	CORP	212,716.53
City of Escondido	665859AW4	NORTHERN TRUST CORP	670,000.00	USD	05/10/2027	CORP	658,895.87
City of Escondido	693475AY1	PNC FINANCIAL SERVICES GROUP INC	600,000.00	USD	11/01/2024	CORP	575,758.00
City of Escondido	69371RQ82	PACCAR FINANCIAL CORP	360,000.00	USD	06/08/2023	CORP	353,700.40
City of Escondido	771196BT8	ROCHE HOLDINGS INC	1,295,000.00	USD	03/10/2025	CORP	1,235,318.20
City of Escondido	808513AY1	CHARLES SCHWAB CORP	815,000.00	USD	02/01/2024	CORP	814,039.66
City of Escondido	87612EBM7	TARGET CORP	180,000.00	USD	01/15/2027	CORP	165,252.90
City of Escondido	87612EBM7	TARGET CORP	650,000.00	USD	01/15/2027	CORP	596,746.58
City of Escondido	89236TDK8	TOYOTA MOTOR CREDIT CORP	1,090,000.00	USD	10/18/2023	CORP	1,072,235.73
City of Escondido	904764BN6	UNILEVER CAPITAL CORP	160,000.00	USD	08/12/2024	CORP	150,564.33
City of Escondido	91159HHX1	US BANCORP	845,000.00	USD	07/30/2024	CORP	821,128.75
City of Escondido	91324PEG3	UNITEDHEALTH GROUP INC	200,000.00	USD	05/15/2027	CORP	194,617.56
City of Escondido	91324PEG3	UNITEDHEALTH GROUP INC	440,000.00	USD	05/15/2027	CORP	428,158.62
City of Escondido	---	---	27,898,000.00	USD	03/28/2025	CORP	26,674,992.92

MUNI

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	20772KEW5	CONNECTICUT ST	630,000.00	USD	09/15/2025	MUNI	622,440.67
City of Escondido	20772KJW0	CONNECTICUT ST	150,000.00	USD	07/01/2024	MUNI	145,891.50
City of Escondido	341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV	400,000.00	USD	07/01/2025	MUNI	369,776.00
City of Escondido	341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV	155,000.00	USD	07/01/2025	MUNI	143,288.20
City of Escondido	341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV	150,000.00	USD	07/01/2025	MUNI	138,666.00
City of Escondido	542411NH2	LONG BEACH CALIF CMNTY COLLEGE DIST	350,000.00	USD	08/01/2023	MUNI	347,382.88
City of Escondido	54438CYK2	LOS ANGELES CALIF CMNTY COLLEGE DIST	410,000.00	USD	08/01/2025	MUNI	372,046.64
City of Escondido	544647FC9	LOS ANGELES CALIF UNI SCH DIST	310,000.00	USD	07/01/2026	MUNI	279,354.95
City of Escondido	574193TQ1	MARYLAND ST	375,000.00	USD	08/01/2024	MUNI	352,273.13
City of Escondido	60412AVJ9	MINNESOTA ST	275,000.00	USD	08/01/2025	MUNI	249,616.13
City of Escondido	605581MZ7	MISSISSIPPI ST	120,000.00	USD	11/01/2024	MUNI	111,689.00
City of Escondido	650036DT0	NEW YORK ST URBAN DEV CORP REV	945,000.00	USD	03/15/2025	MUNI	873,266.63
City of Escondido	697511FB4	PALOMAR CALIF CMNTY COLLEGE DIST	440,000.00	USD	08/01/2024	MUNI	415,412.07
City of Escondido	797272QP9	SAN DIEGO CALIF CMNTY COLLEGE DIST	245,000.00	USD	08/01/2024	MUNI	237,367.02
City of Escondido	797412DM2	SAN DIEGO CNTY CALIF WTR AUTH WTR REV	480,000.00	USD	05/01/2025	MUNI	438,474.40
City of Escondido	798306WN2	SAN JUAN CALIF UNI SCH DIST	415,000.00	USD	08/01/2024	MUNI	390,479.72
City of Escondido	799408Z85	SAN RAMON VALLEY CALIF UNI SCH DIST	405,000.00	USD	08/01/2025	MUNI	390,479.72

## Exposure - Security Type

City of Escondido (299155)

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Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	874857KJ3	TAMALPAIS CALIF UN HIGH SCH DIST	615,000.00	USD	08/01/2023	MUNI	611,705.14
City of Escondido	91412HGE7	UNIVERSITY CALIF REVS	375,000.00	USD	05/15/2025	MUNI	344,343.10
City of Escondido	923040GT0	VENTURA CNTY CALIF CMNTY COLLEGE DIST	350,000.00	USD	08/01/2023	MUNI	347,176.08
City of Escondido	923040GU7	VENTURA CNTY CALIF CMNTY COLLEGE DIST	490,000.00	USD	08/01/2024	MUNI	472,850.00
City of Escondido	977123X60	WISCONSIN ST TRANSN REV	640,000.00	USD	07/01/2024	MUNI	605,363.20
<b>City of Escondido</b>	<b>---</b>	<b>---</b>	<b>8,725,000.00</b>	<b>USD</b>	<b>11/25/2024</b>	<b>MUNI</b>	<b>8,237,093.85</b>

## AGCY BOND

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	3135G05G4	FEDERAL NATIONAL MORTGAGE ASSOCIATION	570,000.00	USD	07/10/2023	AGCY BOND	557,310.38
City of Escondido	3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION	2,000,000.00	USD	08/25/2025	AGCY BOND	1,807,985.00
City of Escondido	3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION	360,000.00	USD	11/07/2025	AGCY BOND	324,309.60
City of Escondido	3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION	1,125,000.00	USD	11/07/2025	AGCY BOND	1,013,467.50
City of Escondido	3135G0U43	FEDERAL NATIONAL MORTGAGE ASSOCIATION	1,500,000.00	USD	09/12/2023	AGCY BOND	1,493,782.29
City of Escondido	3137EAEPO	FEDERAL HOME LOAN MORTGAGE CORP	790,000.00	USD	02/12/2025	AGCY BOND	749,498.02
City of Escondido	3137EAEV7	FEDERAL HOME LOAN MORTGAGE CORP	275,000.00	USD	08/24/2023	AGCY BOND	267,234.53
City of Escondido	3137EAEX3	FEDERAL HOME LOAN MORTGAGE CORP	1,150,000.00	USD	09/23/2025	AGCY BOND	1,036,978.96
City of Escondido	3137EAF2	FEDERAL HOME LOAN MORTGAGE CORP	300,000.00	USD	12/04/2023	AGCY BOND	287,633.25
<b>City of Escondido</b>	<b>---</b>	<b>---</b>	<b>8,070,000.00</b>	<b>USD</b>	<b>12/17/2024</b>	<b>AGCY BOND</b>	<b>7,538,199.53</b>

## ABS

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	05591RAD6	BMWLT 2021-1 A4	160,000.00	USD	07/25/2024	ABS	156,331.02
City of Escondido	05602RAD3	BMWOT 2022-A A3	380,000.00	USD	08/25/2026	ABS	370,338.16
City of Escondido	14041NFY2	CAPITAL ONE MULTI TR A B S SER 2021 3 CL A 11/16/2	715,000.00	USD	11/16/2026	ABS	668,197.83
City of Escondido	14314QAC8	CARMX 2021-2 A3	288,971.31	USD	02/17/2026	ABS	278,146.16
City of Escondido	14315FAD9	CARMX 2020-3 A3	79,569.47	USD	03/17/2025	ABS	78,382.45
City of Escondido	14316NAC3	CARMX 2021-1 A3	89,047.90	USD	12/15/2025	ABS	86,093.63
City of Escondido	14317DAC4	CARMX 2021-3 A3	610,000.00	USD	06/15/2026	ABS	579,558.65
City of Escondido	254683CS2	DCENT 2022-2 A	715,000.00	USD	05/17/2027	ABS	692,402.11
City of Escondido	345286AC2	FORDO 2022-A A3	255,000.00	USD	06/15/2026	ABS	242,653.62
City of Escondido	362590AC5	GMCAR 2020-3 A3	139,096.23	USD	04/16/2025	ABS	136,301.49
City of Escondido	36262XAD6	GMALT 2021-3 A4	225,000.00	USD	07/21/2025	ABS	213,430.07
City of Escondido	380146AC4	GMCAR 2022-1 A3	285,000.00	USD	11/16/2026	ABS	269,612.22
City of Escondido	43815EAC8	HAROT 2021-3 A3	305,000.00	USD	11/18/2025	ABS	290,996.43
City of Escondido	43815GAC3	HAROT 2021-4 A3	285,000.00	USD	01/21/2026	ABS	270,551.08
City of Escondido	44891TAD8	HALST 2021-A A4	140,000.00	USD	12/16/2024	ABS	137,745.80
City of Escondido	448977AD0	HART 2022-A A3	720,000.00	USD	10/15/2026	ABS	688,775.52
City of Escondido	44933LAC7	HART 2021-A A3	205,567.74	USD	09/15/2025	ABS	198,838.04
City of Escondido	50117TAC5	KCOT 2021-1 A3	155,000.00	USD	08/15/2025	ABS	147,295.58
City of Escondido	50117XAE2	KCOT 212 A3	370,000.00	USD	11/17/2025	ABS	347,519.28
City of Escondido	58769EAC2	MBALT 2020-B A3	16,141.81	USD	11/15/2023	ABS	16,106.58
City of Escondido	65480EAD3	NALT 2020-B A3	1,870.64	USD	10/16/2023	ABS	1,868.11
City of Escondido	89237VAB5	TAOT 2020-C A3	107,042.71	USD	10/15/2024	ABS	105,350.26
City of Escondido	89238EAC0	TLOT 2021-A A3	186,275.97	USD	04/22/2024	ABS	183,742.61
City of Escondido	98163KAC6	WOART 2021-D A3	350,000.00	USD	10/15/2026	ABS	331,327.96
<b>City of Escondido</b>	<b>---</b>	<b>---</b>	<b>6,783,583.77</b>	<b>USD</b>	<b>04/20/2026</b>	<b>ABS</b>	<b>6,491,564.66</b>

## Exposure - Security Type

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City of Escondido (299155)

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### T-BILL

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	912796T33	UNITED STATES TREASURY	4,000,000.00	USD	02/23/2023	T-BILL	3,975,920.00
<b>City of Escondido</b>	<b>912796T33</b>	<b>UNITED STATES TREASURY</b>	<b>4,000,000.00</b>	<b>USD</b>	<b>02/23/2023</b>	<b>T-BILL</b>	<b>3,975,920.00</b>

### SUPRANATIONAL

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	4581X0DK1	INTER-AMERICAN DEVELOPMENT BANK	835,000.00	USD	03/14/2025	SUPRANATIONAL	792,165.66
City of Escondido	4581X0DZ8	INTER-AMERICAN DEVELOPMENT BANK	1,530,000.00	USD	09/23/2024	SUPRANATIONAL	1,428,057.80
City of Escondido	459058JM6	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM	665,000.00	USD	11/24/2023	SUPRANATIONAL	639,342.27
<b>City of Escondido</b>	<b>---</b>	<b>---</b>	<b>3,030,000.00</b>	<b>USD</b>	<b>09/03/2024</b>	<b>SUPRANATIONAL</b>	<b>2,859,565.73</b>

### MMFUND

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	X9USDBRD2	BLACKROCK FED TRST DOLR SHR FD 102	1,078,237.96	USD	12/30/2022	MMFUND	1,078,237.96
<b>City of Escondido</b>	<b>X9USDBRD2</b>	<b>BLACKROCK FED TRST DOLR SHR FD 102</b>	<b>1,078,237.96</b>	<b>USD</b>	<b>12/30/2022</b>	<b>MMFUND</b>	<b>1,078,237.96</b>

### FHLMC

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	3137BGK24	FHMS K-043 A2	665,000.00	USD	12/25/2024	FHLMC	646,007.51
City of Escondido	3137BTU25	FHMS K-724 A2	370,540.35	USD	11/25/2023	FHLMC	365,352.37
<b>City of Escondido</b>	<b>---</b>	<b>---</b>	<b>1,035,540.35</b>	<b>USD</b>	<b>08/04/2024</b>	<b>FHLMC</b>	<b>1,011,359.88</b>

### FHLMC CMO

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	3137FBTA4	FHMS K-728 A2	852,780.21	USD	08/25/2024	FHLMC CMO	831,696.45
<b>City of Escondido</b>	<b>3137FBTA4</b>	<b>FHMS K-728 A2</b>	<b>852,780.21</b>	<b>USD</b>	<b>08/25/2024</b>	<b>FHLMC CMO</b>	<b>831,696.45</b>

### CD

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	22552G3C2	Credit Suisse AG, New York Branch	715,000.00	USD	03/17/2023	CD	715,585.72
<b>City of Escondido</b>	<b>22552G3C2</b>	<b>Credit Suisse AG, New York Branch</b>	<b>715,000.00</b>	<b>USD</b>	<b>03/17/2023</b>	<b>CD</b>	<b>715,585.72</b>

### FNMA

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	3136AJB54	FNA 2014-M04 A2	294,123.45	USD	03/25/2024	FNMA	288,852.74
<b>City of Escondido</b>	<b>3136AJB54</b>	<b>FNA 2014-M04 A2</b>	<b>294,123.45</b>	<b>USD</b>	<b>03/25/2024</b>	<b>FNMA</b>	<b>288,852.74</b>

### Summary

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
<b>City of Escondido</b>	<b>---</b>	<b>---</b>	<b>153,272,265.75</b>	<b>USD</b>	<b>11/17/2024</b>	<b>---</b>	<b>145,517,277.80</b>

Exposure - Security Type

City of Escondido (299155)

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\* Grouped by: Security Type.   \* Groups Sorted by: Ending Market Value + Accrued.   \* Weighted by: Ending Market Value + Accrued.

Exposure - Market Sector

City of Escondido (299155)

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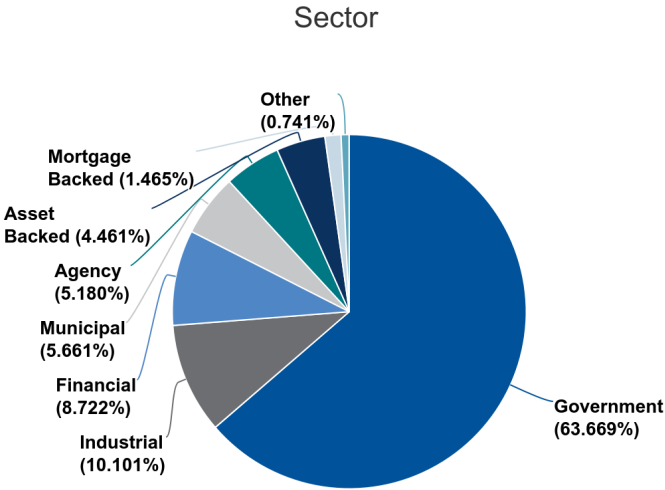


Chart calculated by: Ending Market Value + Accrued

Government

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	4581X0DK1	INTER-AMERICAN DEVELOPMENT BANK	835,000.00	USD	03/14/2025	SUPRANATIONAL	Government	792,165.66
City of Escondido	4581X0DZ8	INTER-AMERICAN DEVELOPMENT BANK	1,530,000.00	USD	09/23/2024	SUPRANATIONAL	Government	1,428,057.80
City of Escondido	459058JM6	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM	665,000.00	USD	11/24/2023	SUPRANATIONAL	Government	639,342.27
City of Escondido	912796T33	UNITED STATES TREASURY	4,000,000.00	USD	02/23/2023	T-BILL	Government	3,975,920.00
City of Escondido	9128282A7	UNITED STATES TREASURY	1,900,000.00	USD	08/15/2026	US GOV	Government	1,744,589.50
City of Escondido	9128282Y5	UNITED STATES TREASURY	795,000.00	USD	09/30/2024	US GOV	Government	767,597.05
City of Escondido	9128283J7	UNITED STATES TREASURY	1,480,000.00	USD	11/30/2024	US GOV	Government	1,420,178.03
City of Escondido	9128283U2	UNITED STATES TREASURY	2,000,000.00	USD	01/31/2023	US GOV	Government	2,017,068.64
City of Escondido	9128283V0	UNITED STATES TREASURY	280,000.00	USD	01/31/2025	US GOV	Government	272,432.73
City of Escondido	9128284L1	UNITED STATES TREASURY	50,000.00	USD	04/30/2023	US GOV	Government	49,952.20
City of Escondido	9128285D8	UNITED STATES TREASURY	5,000,000.00	USD	09/30/2023	US GOV	Government	4,974,232.42
City of Escondido	912828D56	UNITED STATES TREASURY	575,000.00	USD	08/15/2024	US GOV	Government	560,128.34
City of Escondido	912828R28	UNITED STATES TREASURY	4,800,000.00	USD	04/30/2023	US GOV	Government	4,768,503.65
City of Escondido	912828S35	UNITED STATES TREASURY	775,000.00	USD	06/30/2023	US GOV	Government	768,129.63
City of Escondido	912828V80	UNITED STATES TREASURY	600,000.00	USD	01/31/2024	US GOV	Government	589,910.77
City of Escondido	912828V98	UNITED STATES TREASURY	1,160,000.00	USD	02/15/2027	US GOV	Government	1,090,803.10
City of Escondido	912828VS6	UNITED STATES TREASURY	2,000,000.00	USD	08/15/2023	US GOV	Government	1,991,090.00
City of Escondido	912828W48	UNITED STATES TREASURY	95,000.00	USD	02/29/2024	US GOV	Government	92,937.70
City of Escondido	912828W71	UNITED STATES TREASURY	2,650,000.00	USD	03/31/2024	US GOV	Government	2,582,241.83
City of Escondido	912828W71	UNITED STATES TREASURY	1,420,000.00	USD	03/31/2024	US GOV	Government	1,383,691.85
City of Escondido	912828XX3	UNITED STATES TREASURY	1,225,000.00	USD	06/30/2024	US GOV	Government	1,190,834.75
City of Escondido	912828Y61	UNITED STATES TREASURY	145,000.00	USD	07/31/2023	US GOV	Government	144,812.56

Exposure - Market Sector

City of Escondido (299155)

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Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	912828Y87	UNITED STATES TREASURY	740,000.00	USD	07/31/2024	US GOV	Government	713,475.30
City of Escondido	912828YM6	UNITED STATES TREASURY	635,000.00	USD	10/31/2024	US GOV	Government	603,565.99
City of Escondido	912828ZL7	UNITED STATES TREASURY	3,375,000.00	USD	04/30/2025	US GOV	Government	3,084,722.68
City of Escondido	912828ZP8	UNITED STATES TREASURY	2,160,000.00	USD	05/15/2023	US GOV	Government	2,124,746.29
City of Escondido	912828ZT0	UNITED STATES TREASURY	2,000,000.00	USD	05/31/2025	US GOV	Government	1,817,545.82
City of Escondido	912828ZU7	UNITED STATES TREASURY	2,000,000.00	USD	06/15/2023	US GOV	Government	1,961,479.78
City of Escondido	912828ZY9	UNITED STATES TREASURY	2,000,000.00	USD	07/15/2023	US GOV	Government	1,952,548.10
City of Escondido	912828ZY9	UNITED STATES TREASURY	2,000,000.00	USD	07/15/2023	US GOV	Government	1,952,548.10
City of Escondido	91282CAB7	UNITED STATES TREASURY	2,380,000.00	USD	07/31/2025	US GOV	Government	2,151,827.98
City of Escondido	91282CAM3	UNITED STATES TREASURY	620,000.00	USD	09/30/2025	US GOV	Government	557,641.56
City of Escondido	91282CBC4	UNITED STATES TREASURY	1,200,000.00	USD	12/31/2025	US GOV	Government	1,075,782.00
City of Escondido	91282CBH3	UNITED STATES TREASURY	800,000.00	USD	01/31/2026	US GOV	Government	713,719.28
City of Escondido	91282CBH3	UNITED STATES TREASURY	1,280,000.00	USD	01/31/2026	US GOV	Government	1,141,950.85
City of Escondido	91282CBH3	UNITED STATES TREASURY	1,000,000.00	USD	01/31/2026	US GOV	Government	892,149.10
City of Escondido	91282CBH3	UNITED STATES TREASURY	645,000.00	USD	01/31/2026	US GOV	Government	575,436.17
City of Escondido	91282CBH3	UNITED STATES TREASURY	1,600,000.00	USD	01/31/2026	US GOV	Government	1,427,438.57
City of Escondido	91282CBQ3	UNITED STATES TREASURY	400,000.00	USD	02/28/2026	US GOV	Government	357,518.03
City of Escondido	91282CBQ3	UNITED STATES TREASURY	3,000,000.00	USD	02/28/2026	US GOV	Government	2,681,385.25
City of Escondido	91282CBT7	UNITED STATES TREASURY	2,000,000.00	USD	03/31/2026	US GOV	Government	1,798,471.21
City of Escondido	91282CBV2	UNITED STATES TREASURY	4,350,000.00	USD	04/15/2024	US GOV	Government	4,121,334.72
City of Escondido	91282CBX8	UNITED STATES TREASURY	4,000,000.00	USD	04/30/2023	US GOV	Government	3,945,842.54
City of Escondido	91282CCF6	UNITED STATES TREASURY	1,680,000.00	USD	05/31/2026	US GOV	Government	1,501,195.48
City of Escondido	91282CCF6	UNITED STATES TREASURY	2,400,000.00	USD	05/31/2026	US GOV	Government	2,144,564.97
City of Escondido	91282CCJ8	UNITED STATES TREASURY	360,000.00	USD	06/30/2026	US GOV	Government	323,872.20
City of Escondido	91282CCJ8	UNITED STATES TREASURY	2,050,000.00	USD	06/30/2026	US GOV	Government	1,844,272.25
City of Escondido	91282CCN9	UNITED STATES TREASURY	240,000.00	USD	07/31/2023	US GOV	Government	233,805.53
City of Escondido	91282CCU3	UNITED STATES TREASURY	900,000.00	USD	08/31/2023	US GOV	Government	873,208.14
City of Escondido	91282CDA6	UNITED STATES TREASURY	800,000.00	USD	09/30/2023	US GOV	Government	773,913.49
City of Escondido	91282CDD0	UNITED STATES TREASURY	2,350,000.00	USD	10/31/2023	US GOV	Government	2,267,683.98
City of Escondido	91282CDD0	UNITED STATES TREASURY	2,000,000.00	USD	10/31/2023	US GOV	Government	1,929,943.81
City of Escondido	91282CDG3	UNITED STATES TREASURY	5,000,000.00	USD	10/31/2026	US GOV	Government	4,487,628.59
City of Escondido	91282CDG3	UNITED STATES TREASURY	400,000.00	USD	10/31/2026	US GOV	Government	359,010.29
City of Escondido	91282CDG3	UNITED STATES TREASURY	500,000.00	USD	10/31/2026	US GOV	Government	448,762.86
City of Escondido	91282CDH1	UNITED STATES TREASURY	5,000,000.00	USD	11/15/2024	US GOV	Government	4,674,315.19
City of Escondido	91282CDZ1	UNITED STATES TREASURY	1,175,000.00	USD	02/15/2025	US GOV	Government	1,113,353.63
City of Escondido	91282CER8	UNITED STATES TREASURY	800,000.00	USD	05/31/2024	US GOV	Government	778,143.30
City of Escondido	---	---	97,820,000.00	USD	09/15/2024	---	Government	92,649,694.10

Industrial

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	002824BE9	ABBOTT LABORATORIES	825,000.00	USD	11/30/2023	CORP	Industrial	818,551.25
City of Escondido	023135BW5	AMAZON.COM INC	300,000.00	USD	05/12/2024	CORP	Industrial	282,858.75
City of Escondido	02665WDZ1	AMERICAN HONDA FINANCE CORP	1,000,000.00	USD	09/09/2026	CORP	Industrial	887,584.44
City of Escondido	04636NAA1	ASTRAZENECA FINANCE LLC	700,000.00	USD	05/28/2026	CORP	Industrial	624,729.00
City of Escondido	05565EBK0	BMW US CAPITAL LLC	575,000.00	USD	04/09/2025	CORP	Industrial	568,124.92
City of Escondido	05565EBU8	BMW US CAPITAL LLC	215,000.00	USD	08/12/2024	CORP	Industrial	201,181.05
City of Escondido	110122DN5	BRISTOL-MYERS SQUIBB CO	250,000.00	USD	11/13/2025	CORP	Industrial	225,107.50
City of Escondido	110122DN5	BRISTOL-MYERS SQUIBB CO	353,000.00	USD	11/13/2025	CORP	Industrial	317,851.79
City of Escondido	14912L5X5	CATERPILLAR FINANCIAL SERVICES CORP	790,000.00	USD	11/24/2023	CORP	Industrial	785,057.89
City of Escondido	14913R2U0	CATERPILLAR FINANCIAL SERVICES CORP	800,000.00	USD	01/08/2027	CORP	Industrial	778,143.30

Exposure - Market Sector

City of Escondido (299155)

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Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	166764BV1	CHEVRON CORP	200,000.00	USD	05/11/2023	CORP	Industrial	197,726.94
City of Escondido	166764BW9	CHEVRON CORP	425,000.00	USD	05/11/2025	CORP	Industrial	396,643.29
City of Escondido	20030NCR0	COMCAST CORP	635,000.00	USD	04/15/2024	CORP	Industrial	630,511.26
City of Escondido	24422EWA3	JOHN DEERE CAPITAL CORP	800,000.00	USD	01/11/2027	CORP	Industrial	720,446.22
City of Escondido	254687FK7	WALT DISNEY CO	845,000.00	USD	08/30/2024	CORP	Industrial	810,898.62
City of Escondido	369550BG2	GENERAL DYNAMICS CORP	700,000.00	USD	05/15/2025	CORP	Industrial	685,714.56
City of Escondido	437076CM2	HOME DEPOT INC	105,000.00	USD	04/15/2025	CORP	Industrial	101,257.80
City of Escondido	438516CE4	HONEYWELL INTERNATIONAL INC	700,000.00	USD	03/01/2027	CORP	Industrial	611,804.67
City of Escondido	459200KM2	INTERNATIONAL BUSINESS MACHINES CORP	1,000,000.00	USD	02/09/2027	CORP	Industrial	908,527.78
City of Escondido	69371RQ82	PACCAR FINANCIAL CORP	360,000.00	USD	06/08/2023	CORP	Industrial	353,700.40
City of Escondido	771196BT8	ROCHE HOLDINGS INC	1,295,000.00	USD	03/10/2025	CORP	Industrial	1,235,318.20
City of Escondido	87612EBM7	TARGET CORP	180,000.00	USD	01/15/2027	CORP	Industrial	165,252.90
City of Escondido	87612EBM7	TARGET CORP	650,000.00	USD	01/15/2027	CORP	Industrial	596,746.58
City of Escondido	89236TDK8	TOYOTA MOTOR CREDIT CORP	1,090,000.00	USD	10/18/2023	CORP	Industrial	1,072,235.73
City of Escondido	904764BN6	UNILEVER CAPITAL CORP	160,000.00	USD	08/12/2024	CORP	Industrial	150,564.33
City of Escondido	91324PEG3	UNITEDHEALTH GROUP INC	200,000.00	USD	05/15/2027	CORP	Industrial	194,617.56
City of Escondido	91324PEG3	UNITEDHEALTH GROUP INC	440,000.00	USD	05/15/2027	CORP	Industrial	428,158.62
City of Escondido	---	---	15,593,000.00	USD	07/15/2025	CORP	Industrial	14,698,571.60

Financial

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	025816BW8	AMERICAN EXPRESS CO	800,000.00	USD	08/03/2023	CORP	Financial	806,952.89
City of Escondido	025816CQ0	AMERICAN EXPRESS CO	350,000.00	USD	03/04/2025	CORP	Financial	333,078.38
City of Escondido	05531FBF9	TRUIST FINANCIAL CORP	800,000.00	USD	12/06/2023	CORP	Financial	793,531.33
City of Escondido	06051GFB0	BANK OF AMERICA CORP	1,395,000.00	USD	01/22/2024	CORP	Financial	1,408,306.56
City of Escondido	06406RAG2	BANK OF NEW YORK MELLON CORP	600,000.00	USD	04/28/2023	CORP	Financial	601,071.00
City of Escondido	06406RBC0	BANK OF NEW YORK MELLON CORP	1,000,000.00	USD	04/25/2025	CORP	Financial	975,091.67
City of Escondido	172967MX6	CITIGROUP INC	270,000.00	USD	05/01/2025	CORP	Financial	253,161.45
City of Escondido	172967MX6	CITIGROUP INC	255,000.00	USD	05/01/2025	CORP	Financial	239,096.92
City of Escondido	17327CAN3	CITIGROUP INC	245,000.00	USD	01/25/2026	CORP	Financial	229,348.75
City of Escondido	22552G3C2	Credit Suisse AG, New York Branch	715,000.00	USD	03/17/2023	CD	Financial	715,585.72
City of Escondido	38141GXS8	GOLDMAN SACHS GROUP INC	650,000.00	USD	02/12/2026	CORP	Financial	590,298.31
City of Escondido	38141GZH0	GOLDMAN SACHS GROUP INC	400,000.00	USD	01/24/2025	CORP	Financial	385,948.99
City of Escondido	46647PBH8	JPMORGAN CHASE & CO	750,000.00	USD	03/13/2026	CORP	Financial	699,176.25
City of Escondido	46647PCH7	JPMORGAN CHASE & CO	585,000.00	USD	06/01/2025	CORP	Financial	545,785.50
City of Escondido	61746BDQ6	MORGAN STANLEY	745,000.00	USD	04/29/2024	CORP	Financial	738,662.74
City of Escondido	61747YEM3	MORGAN STANLEY	310,000.00	USD	02/18/2026	CORP	Financial	294,371.78
City of Escondido	63743HFE7	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	220,000.00	USD	06/15/2025	CORP	Financial	212,716.53
City of Escondido	665859AW4	NORTHERN TRUST CORP	670,000.00	USD	05/10/2027	CORP	Financial	658,895.87
City of Escondido	693475AY1	PNC FINANCIAL SERVICES GROUP INC	600,000.00	USD	11/01/2024	CORP	Financial	575,758.00
City of Escondido	808513AY1	CHARLES SCHWAB CORP	815,000.00	USD	02/01/2024	CORP	Financial	814,039.66
City of Escondido	91159HHX1	US BANCORP	845,000.00	USD	07/30/2024	CORP	Financial	821,128.75
City of Escondido	---	---	13,020,000.00	USD	10/12/2024	---	Financial	12,692,007.05

Municipal

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	20772KEW5	CONNECTICUT ST	630,000.00	USD	09/15/2025	MUNI	Municipal	622,440.67
City of Escondido	20772KJW0	CONNECTICUT ST	150,000.00	USD	07/01/2024	MUNI	Municipal	147,440.67

Exposure - Market Sector

City of Escondido (299155)

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Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV	400,000.00	USD	07/01/2025	MUNI	Municipal	369,776.00
City of Escondido	341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV	155,000.00	USD	07/01/2025	MUNI	Municipal	143,288.20
City of Escondido	341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV	150,000.00	USD	07/01/2025	MUNI	Municipal	138,666.00
City of Escondido	542411NH2	LONG BEACH CALIF CMNTY COLLEGE DIST	350,000.00	USD	08/01/2023	MUNI	Municipal	347,382.88
City of Escondido	54438CYK2	LOS ANGELES CALIF CMNTY COLLEGE DIST	410,000.00	USD	08/01/2025	MUNI	Municipal	372,046.64
City of Escondido	544647FC9	LOS ANGELES CALIF UNI SCH DIST	310,000.00	USD	07/01/2026	MUNI	Municipal	279,354.95
City of Escondido	574193TQ1	MARYLAND ST	375,000.00	USD	08/01/2024	MUNI	Municipal	352,273.13
City of Escondido	60412AVJ9	MINNESOTA ST	275,000.00	USD	08/01/2025	MUNI	Municipal	249,616.13
City of Escondido	605581MZ7	MISSISSIPPI ST	120,000.00	USD	11/01/2024	MUNI	Municipal	111,689.00
City of Escondido	650036DT0	NEW YORK ST URBAN DEV CORP REV	945,000.00	USD	03/15/2025	MUNI	Municipal	873,266.63
City of Escondido	697511FB4	PALOMAR CALIF CMNTY COLLEGE DIST	440,000.00	USD	08/01/2024	MUNI	Municipal	415,412.07
City of Escondido	797272QP9	SAN DIEGO CALIF CMNTY COLLEGE DIST	245,000.00	USD	08/01/2024	MUNI	Municipal	237,367.02
City of Escondido	797412DM2	SAN DIEGO CNTY CALIF WTR AUTH WTR REV	480,000.00	USD	05/01/2025	MUNI	Municipal	438,474.40
City of Escondido	798306WN2	SAN JUAN CALIF UNI SCH DIST	415,000.00	USD	08/01/2024	MUNI	Municipal	390,479.72
City of Escondido	799408Z85	SAN RAMON VALLEY CALIF UNI SCH DIST	405,000.00	USD	08/01/2025	MUNI	Municipal	368,231.40
City of Escondido	874857KJ3	TAMALPAIS CALIF UN HIGH SCH DIST	615,000.00	USD	08/01/2023	MUNI	Municipal	611,705.14
City of Escondido	91412HGE7	UNIVERSITY CALIF REVS	375,000.00	USD	05/15/2025	MUNI	Municipal	344,343.10
City of Escondido	923040GT0	VENTURA CNTY CALIF CMNTY COLLEGE DIST	350,000.00	USD	08/01/2023	MUNI	Municipal	347,176.08
City of Escondido	923040GU7	VENTURA CNTY CALIF CMNTY COLLEGE DIST	490,000.00	USD	08/01/2024	MUNI	Municipal	472,850.00
City of Escondido	977123X60	WISCONSIN ST TRANSN REV	640,000.00	USD	07/01/2024	MUNI	Municipal	605,363.20
City of Escondido	---	---	8,725,000.00	USD	11/25/2024	MUNI	Municipal	8,237,093.85

Agency

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	3135G05G4	FEDERAL NATIONAL MORTGAGE ASSOCIATION	570,000.00	USD	07/10/2023	AGCY BOND	Agency	557,310.38
City of Escondido	3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION	2,000,000.00	USD	08/25/2025	AGCY BOND	Agency	1,807,985.00
City of Escondido	3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION	360,000.00	USD	11/07/2025	AGCY BOND	Agency	324,309.60
City of Escondido	3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION	1,125,000.00	USD	11/07/2025	AGCY BOND	Agency	1,013,467.50
City of Escondido	3135G0U43	FEDERAL NATIONAL MORTGAGE ASSOCIATION	1,500,000.00	USD	09/12/2023	AGCY BOND	Agency	1,493,782.29
City of Escondido	3137EAEF0	FEDERAL HOME LOAN MORTGAGE CORP	790,000.00	USD	02/12/2025	AGCY BOND	Agency	749,498.02
City of Escondido	3137EAEV7	FEDERAL HOME LOAN MORTGAGE CORP	275,000.00	USD	08/24/2023	AGCY BOND	Agency	267,234.53
City of Escondido	3137EAEX3	FEDERAL HOME LOAN MORTGAGE CORP	1,150,000.00	USD	09/23/2025	AGCY BOND	Agency	1,036,978.96
City of Escondido	3137EAF2	FEDERAL HOME LOAN MORTGAGE CORP	300,000.00	USD	12/04/2023	AGCY BOND	Agency	287,633.25
City of Escondido	---	---	8,070,000.00	USD	12/17/2024	AGCY BOND	Agency	7,538,199.53

Asset Backed

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	05591RAD6	BMWLT 2021-1 A4	160,000.00	USD	07/25/2024	ABS	Asset Backed	156,331.02
City of Escondido	05602RAD3	BMWOT 2022-A A3	380,000.00	USD	08/25/2026	ABS	Asset Backed	370,338.16
City of Escondido	14041NFY2	CAPITAL ONE MULTI TR A B S SER 2021 3 CL A 11/16/2	715,000.00	USD	11/16/2026	ABS	Asset Backed	668,197.83
City of Escondido	14314QAC8	CARMX 2021-2 A3	288,971.31	USD	02/17/2026	ABS	Asset Backed	278,146.16
City of Escondido	14315FAD9	CARMX 2020-3 A3	79,569.47	USD	03/17/2025	ABS	Asset Backed	78,382.45
City of Escondido	14316NAC3	CARMX 2021-1 A3	89,047.90	USD	12/15/2025	ABS	Asset Backed	86,093.63
City of Escondido	14317DAC4	CARMX 2021-3 A3	610,000.00	USD	06/15/2026	ABS	Asset Backed	579,558.65
City of Escondido	254683CS2	DCENT 2022-2 A	715,000.00	USD	05/17/2027	ABS	Asset Backed	692,402.11
City of Escondido	345286AC2	FORDO 2022-A A3	255,000.00	USD	06/15/2026	ABS	Asset Backed	242,653.62
City of Escondido	362590AC5	GMCAR 2020-3 A3	139,096.23	USD	04/16/2025	ABS	Asset Backed	136,301.49
City of Escondido	36262XAD6	GMALT 2021-3 A4	225,000.00	USD	07/21/2025	ABS	Asset Backed	220,250.00

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Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	380146AC4	GMCAR 2022-1 A3	285,000.00	USD	11/16/2026	ABS	Asset Backed	269,612.22
City of Escondido	43815EAC8	HAROT 2021-3 A3	305,000.00	USD	11/18/2025	ABS	Asset Backed	290,996.43
City of Escondido	43815GAC3	HAROT 2021-4 A3	285,000.00	USD	01/21/2026	ABS	Asset Backed	270,551.08
City of Escondido	44891TAD8	HALST 2021-A A4	140,000.00	USD	12/16/2024	ABS	Asset Backed	137,745.80
City of Escondido	448977AD0	HART 2022-A A3	720,000.00	USD	10/15/2026	ABS	Asset Backed	688,775.52
City of Escondido	44933LAC7	HART 2021-A A3	205,567.74	USD	09/15/2025	ABS	Asset Backed	198,838.04
City of Escondido	50117TAC5	KCOT 2021-1 A3	155,000.00	USD	08/15/2025	ABS	Asset Backed	147,295.58
City of Escondido	50117XAE2	KCOT 212 A3	370,000.00	USD	11/17/2025	ABS	Asset Backed	347,519.28
City of Escondido	58769EAC2	MBALT 2020-B A3	16,141.81	USD	11/15/2023	ABS	Asset Backed	16,106.58
City of Escondido	65480EAD3	NALT 2020-B A3	1,870.64	USD	10/16/2023	ABS	Asset Backed	1,868.11
City of Escondido	89237VAB5	TAOT 2020-C A3	107,042.71	USD	10/15/2024	ABS	Asset Backed	105,350.26
City of Escondido	89238EAC0	TLOT 2021-A A3	186,275.97	USD	04/22/2024	ABS	Asset Backed	183,742.61
City of Escondido	98163KAC6	WOART 2021-D A3	350,000.00	USD	10/15/2026	ABS	Asset Backed	331,327.96
City of Escondido	---	---	6,783,583.77	USD	04/20/2026	ABS	Asset Backed	6,491,564.66

Mortgage Backed

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	3136AJB54	FNA 2014-M04 A2	294,123.45	USD	03/25/2024	FNMA	Mortgage Backed	288,852.74
City of Escondido	3137BGK24	FHMS K-043 A2	665,000.00	USD	12/25/2024	FHLMC	Mortgage Backed	646,007.51
City of Escondido	3137BTU25	FHMS K-724 A2	370,540.35	USD	11/25/2023	FHLMC	Mortgage Backed	365,352.37
City of Escondido	3137FBTA4	FHMS K-728 A2	852,780.21	USD	08/25/2024	FHLMC CMO	Mortgage Backed	831,696.45
City of Escondido	---	---	2,182,444.02	USD	07/25/2024	---	Mortgage Backed	2,131,909.06

Cash

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	X9USDBRD2	BLACKROCK FED TRST DOLR SHR FD 102	1,078,237.96	USD	12/30/2022	MMFUND	Cash	1,078,237.96
City of Escondido	X9USDBRD2	BLACKROCK FED TRST DOLR SHR FD 102	1,078,237.96	USD	12/30/2022	MMFUND	Cash	1,078,237.96

Summary

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	---	---	153,272,265.75	USD	11/17/2024	---	---	145,517,277.80

\* Grouped by: Market Sector.   \* Groups Sorted by: Ending Market Value + Accrued.   \* Weighted by: Ending Market Value + Accrued.

Exposure - Issuer Concentration

City of Escondido (299155)

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Issuer Concentration

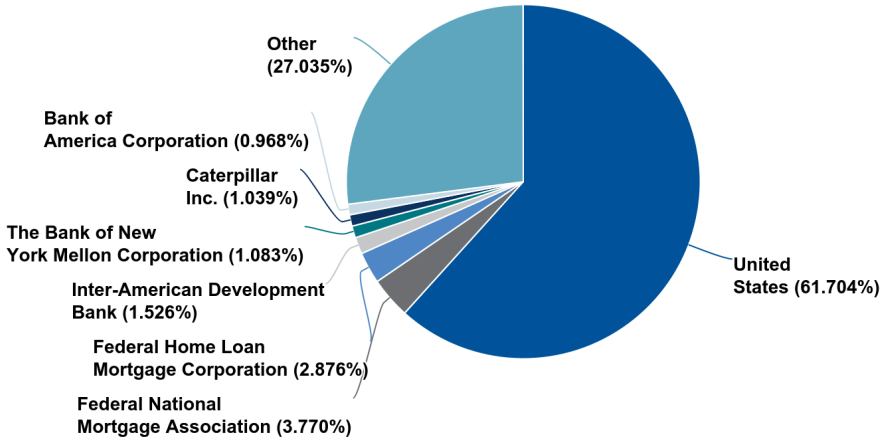


Chart calculated by: Ending Market Value + Accrued

United States

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	912796T33	UNITED STATES TREASURY	4,000,000.00	USD	02/23/2023	T-BILL	United States Department of The Treasury	United States	3,975,920.00
City of Escondido	9128282A7	UNITED STATES TREASURY	1,900,000.00	USD	08/15/2026	US GOV	United States Department of The Treasury	United States	1,744,589.50
City of Escondido	9128282Y5	UNITED STATES TREASURY	795,000.00	USD	09/30/2024	US GOV	United States Department of The Treasury	United States	767,597.05
City of Escondido	9128283J7	UNITED STATES TREASURY	1,480,000.00	USD	11/30/2024	US GOV	United States Department of The Treasury	United States	1,420,178.03
City of Escondido	9128283U2	UNITED STATES TREASURY	2,000,000.00	USD	01/31/2023	US GOV	United States Department of The Treasury	United States	2,017,068.64
City of Escondido	9128283V0	UNITED STATES TREASURY	280,000.00	USD	01/31/2025	US GOV	United States Department of The Treasury	United States	272,432.73
City of Escondido	9128284L1	UNITED STATES TREASURY	50,000.00	USD	04/30/2023	US GOV	United States Department of The Treasury	United States	49,952.20
City of Escondido	9128285D8	UNITED STATES TREASURY	5,000,000.00	USD	09/30/2023	US GOV	United States Department of The Treasury	United States	4,974,232.42
City of Escondido	912828D56	UNITED STATES TREASURY	575,000.00	USD	08/15/2024	US GOV	United States Department of The Treasury	United States	560,128.34
City of Escondido	912828R28	UNITED STATES TREASURY	4,800,000.00	USD	04/30/2023	US GOV	United States Department of The Treasury	United States	4,768,503.65
City of Escondido	912828S35	UNITED STATES TREASURY	775,000.00	USD	06/30/2023	US GOV	United States Department of The Treasury	United States	768,129.63
City of Escondido	912828V80	UNITED STATES TREASURY	600,000.00	USD	01/31/2024	US GOV	United States Department of The Treasury	United States	589,910.77
City of Escondido	912828V98	UNITED STATES TREASURY	1,160,000.00	USD	02/15/2027	US GOV	United States Department of The Treasury	United States	1,090,803.10
City of Escondido	912828VS6	UNITED STATES TREASURY	2,000,000.00	USD	08/15/2023	US GOV	United States Department of The Treasury	United States	1,991,090.00
City of Escondido	912828W48	UNITED STATES TREASURY	95,000.00	USD	02/29/2024	US GOV	United States Department of The Treasury	United States	92,937.70
City of Escondido	912828W71	UNITED STATES TREASURY	2,650,000.00	USD	03/31/2024	US GOV	United States Department of The Treasury	United States	2,582,241.83
City of Escondido	912828W71	UNITED STATES TREASURY	1,420,000.00	USD	03/31/2024	US GOV	United States Department of The Treasury	United States	1,383,691.85
City of Escondido	912828X3	UNITED STATES TREASURY	1,225,000.00	USD	06/30/2024	US GOV	United States Department of The Treasury	United States	1,084,834.75
City of Escondido	912828Y61	UNITED STATES TREASURY	145,000.00	USD	07/31/2023	US GOV	United States Department of The Treasury	United States	145,083.15
City of Escondido	912828Y87	UNITED STATES TREASURY	740,000.00	USD	07/31/2024	US GOV	United States Department of The Treasury	United States	713,475.30
City of Escondido	912828YM6	UNITED STATES TREASURY	635,000.00	USD	10/31/2024	US GOV	United States Department of The Treasury	United States	603,565.99
City of Escondido	912828ZL7	UNITED STATES TREASURY	3,375,000.00	USD	04/30/2025	US GOV	United States Department of The Treasury	United States	3,084,722.68
City of Escondido	912828ZP8	UNITED STATES TREASURY	2,160,000.00	USD	05/15/2023	US GOV	United States Department of The Treasury	United States	2,111,111.11

Exposure - Issuer Concentration

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Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	912828ZT0	UNITED STATES TREASURY	2,000,000.00	USD	05/31/2025	US GOV	United States Department of The Treasury	United States	1,817,545.82
City of Escondido	912828ZU7	UNITED STATES TREASURY	2,000,000.00	USD	06/15/2023	US GOV	United States Department of The Treasury	United States	1,961,479.78
City of Escondido	912828ZY9	UNITED STATES TREASURY	2,000,000.00	USD	07/15/2023	US GOV	United States Department of The Treasury	United States	1,952,548.10
City of Escondido	912828ZY9	UNITED STATES TREASURY	2,000,000.00	USD	07/15/2023	US GOV	United States Department of The Treasury	United States	1,952,548.10
City of Escondido	91282CAB7	UNITED STATES TREASURY	2,380,000.00	USD	07/31/2025	US GOV	United States Department of The Treasury	United States	2,151,827.98
City of Escondido	91282CAM3	UNITED STATES TREASURY	620,000.00	USD	09/30/2025	US GOV	United States Department of The Treasury	United States	557,641.56
City of Escondido	91282CBC4	UNITED STATES TREASURY	1,200,000.00	USD	12/31/2025	US GOV	United States Department of The Treasury	United States	1,075,782.00
City of Escondido	91282CBH3	UNITED STATES TREASURY	800,000.00	USD	01/31/2026	US GOV	United States Department of The Treasury	United States	713,719.28
City of Escondido	91282CBH3	UNITED STATES TREASURY	1,280,000.00	USD	01/31/2026	US GOV	United States Department of The Treasury	United States	1,141,950.85
City of Escondido	91282CBH3	UNITED STATES TREASURY	1,000,000.00	USD	01/31/2026	US GOV	United States Department of The Treasury	United States	892,149.10
City of Escondido	91282CBH3	UNITED STATES TREASURY	645,000.00	USD	01/31/2026	US GOV	United States Department of The Treasury	United States	575,436.17
City of Escondido	91282CBH3	UNITED STATES TREASURY	1,600,000.00	USD	01/31/2026	US GOV	United States Department of The Treasury	United States	1,427,438.57
City of Escondido	91282CBQ3	UNITED STATES TREASURY	400,000.00	USD	02/28/2026	US GOV	United States Department of The Treasury	United States	357,518.03
City of Escondido	91282CBQ3	UNITED STATES TREASURY	3,000,000.00	USD	02/28/2026	US GOV	United States Department of The Treasury	United States	2,681,385.25
City of Escondido	91282CBT7	UNITED STATES TREASURY	2,000,000.00	USD	03/31/2026	US GOV	United States Department of The Treasury	United States	1,798,471.21
City of Escondido	91282CBV2	UNITED STATES TREASURY	4,350,000.00	USD	04/15/2024	US GOV	United States Department of The Treasury	United States	4,121,334.72
City of Escondido	91282CBX8	UNITED STATES TREASURY	4,000,000.00	USD	04/30/2023	US GOV	United States Department of The Treasury	United States	3,945,842.54
City of Escondido	91282CCF6	UNITED STATES TREASURY	1,680,000.00	USD	05/31/2026	US GOV	United States Department of The Treasury	United States	1,501,195.48
City of Escondido	91282CCF6	UNITED STATES TREASURY	2,400,000.00	USD	05/31/2026	US GOV	United States Department of The Treasury	United States	2,144,564.97
City of Escondido	91282CCJ8	UNITED STATES TREASURY	360,000.00	USD	06/30/2026	US GOV	United States Department of The Treasury	United States	323,872.20
City of Escondido	91282CCJ8	UNITED STATES TREASURY	2,050,000.00	USD	06/30/2026	US GOV	United States Department of The Treasury	United States	1,844,272.25
City of Escondido	91282CCN9	UNITED STATES TREASURY	240,000.00	USD	07/31/2023	US GOV	United States Department of The Treasury	United States	233,805.53
City of Escondido	91282CCU3	UNITED STATES TREASURY	900,000.00	USD	08/31/2023	US GOV	United States Department of The Treasury	United States	873,208.14
City of Escondido	91282CDA6	UNITED STATES TREASURY	800,000.00	USD	09/30/2023	US GOV	United States Department of The Treasury	United States	773,913.49
City of Escondido	91282CDD0	UNITED STATES TREASURY	2,350,000.00	USD	10/31/2023	US GOV	United States Department of The Treasury	United States	2,267,683.98
City of Escondido	91282CDD0	UNITED STATES TREASURY	2,000,000.00	USD	10/31/2023	US GOV	United States Department of The Treasury	United States	1,929,943.81
City of Escondido	91282CDG3	UNITED STATES TREASURY	5,000,000.00	USD	10/31/2026	US GOV	United States Department of The Treasury	United States	4,487,628.59
City of Escondido	91282CDG3	UNITED STATES TREASURY	400,000.00	USD	10/31/2026	US GOV	United States Department of The Treasury	United States	359,010.29
City of Escondido	91282CDG3	UNITED STATES TREASURY	500,000.00	USD	10/31/2026	US GOV	United States Department of The Treasury	United States	448,762.86
City of Escondido	91282CDH1	UNITED STATES TREASURY	5,000,000.00	USD	11/15/2024	US GOV	United States Department of The Treasury	United States	4,674,315.19
City of Escondido	91282CDZ1	UNITED STATES TREASURY	1,175,000.00	USD	02/15/2025	US GOV	United States Department of The Treasury	United States	1,113,353.63
City of Escondido	91282CER8	UNITED STATES TREASURY	800,000.00	USD	05/31/2024	US GOV	United States Department of The Treasury	United States	778,143.30
City of Escondido	---	UNITED STATES TREASURY	94,790,000.00	USD	09/16/2024	---	United States Department of The Treasury	United States	89,790,128.37

Federal National Mortgage Association

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	3135G05G4	FEDERAL NATIONAL MORTGAGE ASSOCIATION	570,000.00	USD	07/10/2023	AGCY BOND	Federal National Mortgage Association	Federal National Mortgage Association	557,310.38
City of Escondido	3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION	2,000,000.00	USD	08/25/2025	AGCY BOND	Federal National Mortgage Association	Federal National Mortgage Association	1,807,985.00
City of Escondido	3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION	360,000.00	USD	11/07/2025	AGCY BOND	Federal National Mortgage Association	Federal National Mortgage Association	324,309.60
City of Escondido	3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION	1,125,000.00	USD	11/07/2025	AGCY BOND	Federal National Mortgage Association	Federal National Mortgage Association	1,013,467.50
City of Escondido	3135G0U43	FEDERAL NATIONAL MORTGAGE ASSOCIATION	1,500,000.00	USD	09/12/2023	AGCY BOND	Federal National Mortgage Association	Federal National Mortgage Association	1,493,782.29
City of Escondido	3136AJB54	FNA 2014-M04 A2	294,123.45	USD	03/25/2024	FNMA	Federal National Mortgage Association	Federal National Mortgage Association	288,852.74
City of Escondido	---	---	5,849,123.45	USD	11/16/2024	---	Federal National Mortgage Association	Federal National Mortgage Association	5,485,707.51

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City of Escondido (299155)

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### Federal Home Loan Mortgage Corporation

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	3137BGK24	FHMS K-043 A2	665,000.00	USD	12/25/2024	FHLMC	Federal Home Loan Mortgage Corporation	Federal Home Loan Mortgage Corporation	646,007.51
City of Escondido	3137BTU25	FHMS K-724 A2	370,540.35	USD	11/25/2023	FHLMC	Federal Home Loan Mortgage Corporation	Federal Home Loan Mortgage Corporation	365,352.37
City of Escondido	3137EAEPO	FEDERAL HOME LOAN MORTGAGE CORP	790,000.00	USD	02/12/2025	AGCY BOND	Federal Home Loan Mortgage Corporation	Federal Home Loan Mortgage Corporation	749,498.02
City of Escondido	3137EAEV7	FEDERAL HOME LOAN MORTGAGE CORP	275,000.00	USD	08/24/2023	AGCY BOND	Federal Home Loan Mortgage Corporation	Federal Home Loan Mortgage Corporation	267,234.53
City of Escondido	3137EAXE3	FEDERAL HOME LOAN MORTGAGE CORP	1,150,000.00	USD	09/23/2025	AGCY BOND	Federal Home Loan Mortgage Corporation	Federal Home Loan Mortgage Corporation	1,036,978.96
City of Escondido	3137EAF2	FEDERAL HOME LOAN MORTGAGE CORP	300,000.00	USD	12/04/2023	AGCY BOND	Federal Home Loan Mortgage Corporation	Federal Home Loan Mortgage Corporation	287,633.25
City of Escondido	3137FBTA4	FHMS K-728 A2	852,780.21	USD	08/25/2024	FHLMC CMO	Federal Home Loan Mortgage Corporation	Federal Home Loan Mortgage Corporation	831,696.45
<b>City of Escondido</b>	<b>---</b>	<b>---</b>	<b>4,403,320.57</b>	<b>USD</b>	<b>11/15/2024</b>	<b>---</b>	<b>Federal Home Loan Mortgage Corporation</b>	<b>Federal Home Loan Mortgage Corporation</b>	<b>4,184,401.08</b>

### Inter-American Development Bank

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	4581X0DK1	INTER-AMERICAN DEVELOPMENT BANK	835,000.00	USD	03/14/2025	SUPRANATION AL	Inter-American Development Bank	Inter-American Development Bank	792,165.66
City of Escondido	4581X0DZ8	INTER-AMERICAN DEVELOPMENT BANK	1,530,000.00	USD	09/23/2024	SUPRANATION AL	Inter-American Development Bank	Inter-American Development Bank	1,428,057.80
<b>City of Escondido</b>	<b>---</b>	<b>INTER-AMERICAN DEVELOPMENT BANK</b>	<b>2,365,000.00</b>	<b>USD</b>	<b>11/23/2024</b>	<b>SUPRANATION AL</b>	<b>Inter-American Development Bank</b>	<b>Inter-American Development Bank</b>	<b>2,220,223.46</b>

### The Bank of New York Mellon Corporation

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	06406RAG2	BANK OF NEW YORK MELLON CORP	600,000.00	USD	04/28/2023	CORP	The Bank of New York Mellon Corporation	The Bank of New York Mellon Corporation	601,071.00
City of Escondido	06406RBC0	BANK OF NEW YORK MELLON CORP	1,000,000.00	USD	04/25/2025	CORP	The Bank of New York Mellon Corporation	The Bank of New York Mellon Corporation	975,091.67
<b>City of Escondido</b>	<b>---</b>	<b>BANK OF NEW YORK MELLON CORP</b>	<b>1,600,000.00</b>	<b>USD</b>	<b>07/21/2024</b>	<b>CORP</b>	<b>The Bank of New York Mellon Corporation</b>	<b>The Bank of New York Mellon Corporation</b>	<b>1,576,162.67</b>

### Caterpillar Inc.

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	14912L5X5	CATERPILLAR FINANCIAL SERVICES CORP	790,000.00	USD	11/24/2023	CORP	Caterpillar Financial Services Corporation	Caterpillar Inc.	785,057.89
City of Escondido	14913R2U0	CATERPILLAR FINANCIAL SERVICES CORP	800,000.00	USD	01/08/2027	CORP	Caterpillar Financial Services Corporation	Caterpillar Inc.	727,399.56
<b>City of Escondido</b>	<b>---</b>	<b>CATERPILLAR FINANCIAL SERVICES CORP</b>	<b>1,590,000.00</b>	<b>USD</b>	<b>05/26/2025</b>	<b>CORP</b>	<b>Caterpillar Financial Services Corporation</b>	<b>Caterpillar Inc.</b>	<b>1,512,457.45</b>

### Bank of America Corporation

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	06051GFB0	BANK OF AMERICA CORP	1,395,000.00	USD	01/22/2024	CORP	Bank of America Corporation	Bank of America Corporation	1,408,306.56
<b>City of Escondido</b>	<b>06051GFB0</b>	<b>BANK OF AMERICA CORP</b>	<b>1,395,000.00</b>	<b>USD</b>	<b>01/22/2024</b>	<b>CORP</b>	<b>Bank of America Corporation</b>	<b>Bank of America Corporation</b>	<b>1,408,306.56</b>

### JPMorgan Chase & Co.

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City of Escondido (299155)

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Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	46647PBH8	JPMORGAN CHASE & CO	750,000.00	USD	03/13/2026	CORP	JPMorgan Chase & Co.	JPMorgan Chase & Co.	699,176.25
City of Escondido	46647PCH7	JPMORGAN CHASE & CO	585,000.00	USD	06/01/2025	CORP	JPMorgan Chase & Co.	JPMorgan Chase & Co.	545,785.50
<b>City of Escondido</b>	<b>---</b>	<b>JPMORGAN CHASE &amp; CO</b>	<b>1,335,000.00</b>	<b>USD</b>	<b>11/08/2025</b>	<b>CORP</b>	<b>JPMorgan Chase &amp; Co.</b>	<b>JPMorgan Chase &amp; Co.</b>	<b>1,244,961.75</b>

### Roche Holding AG

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	771196BT8	ROCHE HOLDINGS INC	1,295,000.00	USD	03/10/2025	CORP	Roche Holdings, Inc.	Roche Holding AG	1,235,318.20
<b>City of Escondido</b>	<b>771196BT8</b>	<b>ROCHE HOLDINGS INC</b>	<b>1,295,000.00</b>	<b>USD</b>	<b>03/10/2025</b>	<b>CORP</b>	<b>Roche Holdings, Inc.</b>	<b>Roche Holding AG</b>	<b>1,235,318.20</b>

### Honda Motor Co., Ltd.

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	02665WDZ1	AMERICAN HONDA FINANCE CORP	1,000,000.00	USD	09/09/2026	CORP	American Honda Finance Corporation	Honda Motor Co., Ltd.	887,584.44
City of Escondido	43815EAC8	HAROT 2021-3 A3	305,000.00	USD	11/18/2025	ABS	Honda Auto Receivables 2021-3 Owner Trust	Honda Motor Co., Ltd.	290,996.43
<b>City of Escondido</b>	<b>---</b>	<b>---</b>	<b>1,305,000.00</b>	<b>USD</b>	<b>06/28/2026</b>	<b>---</b>	<b>---</b>	<b>Honda Motor Co., Ltd.</b>	<b>1,178,580.87</b>

### American Express Company

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	025816BW8	AMERICAN EXPRESS CO	800,000.00	USD	08/03/2023	CORP	American Express Company	American Express Company	806,952.89
City of Escondido	025816CQ0	AMERICAN EXPRESS CO	350,000.00	USD	03/04/2025	CORP	American Express Company	American Express Company	333,078.38
<b>City of Escondido</b>	<b>---</b>	<b>AMERICAN EXPRESS CO</b>	<b>1,150,000.00</b>	<b>USD</b>	<b>01/19/2024</b>	<b>CORP</b>	<b>American Express Company</b>	<b>American Express Company</b>	<b>1,140,031.26</b>

### (X9USDBRD2) BLAKCROCK

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	X9USDBRD2	BLACKROCK FED TRST DOLR SHR FD 102	1,078,237.96	USD	12/30/2022	MMFUND	BLAKCROCK	(X9USDBRD2) BLAKCROCK	1,078,237.96
<b>City of Escondido</b>	<b>X9USDBRD2</b>	<b>BLACKROCK FED TRST DOLR SHR FD 102</b>	<b>1,078,237.96</b>	<b>USD</b>	<b>12/30/2022</b>	<b>MMFUND</b>	<b>BLAKCROCK</b>	<b>(X9USDBRD2) BLAKCROCK</b>	<b>1,078,237.96</b>

### Toyota Motor Corporation

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	89236TDK8	TOYOTA MOTOR CREDIT CORP	1,090,000.00	USD	10/18/2023	CORP	Toyota Motor Credit Corporation	Toyota Motor Corporation	1,072,235.73
<b>City of Escondido</b>	<b>89236TDK8</b>	<b>TOYOTA MOTOR CREDIT CORP</b>	<b>1,090,000.00</b>	<b>USD</b>	<b>10/18/2023</b>	<b>CORP</b>	<b>Toyota Motor Credit Corporation</b>	<b>Toyota Motor Corporation</b>	<b>1,072,235.73</b>

### Morgan Stanley

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	61746BDQ6	MORGAN STANLEY	745,000.00	USD	04/29/2024	CORP	Morgan Stanley	Morgan Stanley	738,662.74
City of Escondido	61747YEM3	MORGAN STANLEY	310,000.00	USD	02/18/2026	CORP	Morgan Stanley	Morgan Stanley	294,371.78
<b>City of Escondido</b>	<b>---</b>	<b>MORGAN STANLEY</b>	<b>1,055,000.00</b>	<b>USD</b>	<b>11/03/2024</b>	<b>CORP</b>	<b>Morgan Stanley</b>	<b>Morgan Stanley</b>	<b>1,033,034.52</b>

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City of Escondido (299155)

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### The Goldman Sachs Group, Inc.

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	38141GXS8	GOLDMAN SACHS GROUP INC	650,000.00	USD	02/12/2026	CORP	The Goldman Sachs Group, Inc.	The Goldman Sachs Group, Inc.	590,298.31
City of Escondido	38141GZH0	GOLDMAN SACHS GROUP INC	400,000.00	USD	01/24/2025	CORP	The Goldman Sachs Group, Inc.	The Goldman Sachs Group, Inc.	385,948.99
<b>City of Escondido</b>	<b>---</b>	<b>GOLDMAN SACHS GROUP INC</b>	<b>1,050,000.00</b>	<b>USD</b>	<b>09/13/2025</b>	<b>CORP</b>	<b>The Goldman Sachs Group, Inc.</b>	<b>The Goldman Sachs Group, Inc.</b>	<b>976,247.30</b>

### International Business Machines Corporation

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	459200KM2	INTERNATIONAL BUSINESS MACHINES CORP	1,000,000.00	USD	02/09/2027	CORP	International Business Machines Corporation	International Business Machines Corporation	908,527.78
<b>City of Escondido</b>	<b>459200KM2</b>	<b>INTERNATIONAL BUSINESS MACHINES CORP</b>	<b>1,000,000.00</b>	<b>USD</b>	<b>02/09/2027</b>	<b>CORP</b>	<b>International Business Machines Corporation</b>	<b>International Business Machines Corporation</b>	<b>908,527.78</b>

### The New York State Urban Development Corporation

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	650036DT0	NEW YORK ST URBAN DEV CORP REV	945,000.00	USD	03/15/2025	MUNI	The New York State Urban Development Corporation	The New York State Urban Development Corporation	873,266.63
<b>City of Escondido</b>	<b>650036DT0</b>	<b>NEW YORK ST URBAN DEV CORP REV</b>	<b>945,000.00</b>	<b>USD</b>	<b>03/15/2025</b>	<b>MUNI</b>	<b>The New York State Urban Development Corporation</b>	<b>The New York State Urban Development Corporation</b>	<b>873,266.63</b>

### U.S. Bancorp

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	91159HHX1	US BANCORP	845,000.00	USD	07/30/2024	CORP	U.S. Bancorp	U.S. Bancorp	821,128.75
<b>City of Escondido</b>	<b>91159HHX1</b>	<b>US BANCORP</b>	<b>845,000.00</b>	<b>USD</b>	<b>07/30/2024</b>	<b>CORP</b>	<b>U.S. Bancorp</b>	<b>U.S. Bancorp</b>	<b>821,128.75</b>

### Ventura County Community College District

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	923040GT0	VENTURA CNTY CALIF CMNTY COLLEGE DIST	350,000.00	USD	08/01/2023	MUNI	Ventura County Community College District	Ventura County Community College District	347,176.08
City of Escondido	923040GU7	VENTURA CNTY CALIF CMNTY COLLEGE DIST	490,000.00	USD	08/01/2024	MUNI	Ventura County Community College District	Ventura County Community College District	472,850.00
<b>City of Escondido</b>	<b>---</b>	<b>VENTURA CNTY CALIF CMNTY COLLEGE DIST</b>	<b>840,000.00</b>	<b>USD</b>	<b>02/28/2024</b>	<b>MUNI</b>	<b>Ventura County Community College District</b>	<b>Ventura County Community College District</b>	<b>820,026.08</b>

### Abbott Laboratories

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	002824BE9	ABBOTT LABORATORIES	825,000.00	USD	11/30/2023	CORP	Abbott Laboratories	Abbott Laboratories	818,551.25
<b>City of Escondido</b>	<b>002824BE9</b>	<b>ABBOTT LABORATORIES</b>	<b>825,000.00</b>	<b>USD</b>	<b>11/30/2023</b>	<b>CORP</b>	<b>Abbott Laboratories</b>	<b>Abbott Laboratories</b>	<b>818,551.25</b>

### The Charles Schwab Corporation

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	808513AY1	CHARLES SCHWAB CORP	815,000.00	USD	02/01/2024	CORP	The Charles Schwab Corporation	The Charles Schwab Corporation	814,039.66
<b>City of Escondido</b>	<b>808513AY1</b>	<b>CHARLES SCHWAB CORP</b>	<b>815,000.00</b>	<b>USD</b>	<b>02/01/2024</b>	<b>CORP</b>	<b>The Charles Schwab Corporation</b>	<b>The Charles Schwab Corporation</b>	<b>814,039.66</b>

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City of Escondido (299155)

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### The Walt Disney Company

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	254687FK7	WALT DISNEY CO	845,000.00	USD	08/30/2024	CORP	The Walt Disney Company	The Walt Disney Company	810,898.62
<b>City of Escondido</b>	<b>254687FK7</b>	<b>WALT DISNEY CO</b>	<b>845,000.00</b>	<b>USD</b>	<b>08/30/2024</b>	<b>CORP</b>	<b>The Walt Disney Company</b>	<b>The Walt Disney Company</b>	<b>810,898.62</b>

### Truist Financial Corporation

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	05531FBF9	TRUIST FINANCIAL CORP	800,000.00	USD	12/06/2023	CORP	Truist Financial Corporation	Truist Financial Corporation	793,531.33
<b>City of Escondido</b>	<b>05531FBF9</b>	<b>TRUIST FINANCIAL CORP</b>	<b>800,000.00</b>	<b>USD</b>	<b>12/06/2023</b>	<b>CORP</b>	<b>Truist Financial Corporation</b>	<b>Truist Financial Corporation</b>	<b>793,531.33</b>

### Bayerische Motoren Werke Aktiengesellschaft

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	05565EBK0	BMW US CAPITAL LLC	575,000.00	USD	04/09/2025	CORP	BMW US Capital, LLC	Bayerische Motoren Werke Aktiengesellschaft	568,124.92
City of Escondido	05565EBU8	BMW US CAPITAL LLC	215,000.00	USD	08/12/2024	CORP	BMW US Capital, LLC	Bayerische Motoren Werke Aktiengesellschaft	201,181.05
<b>City of Escondido</b>	<b>---</b>	<b>BMW US CAPITAL LLC</b>	<b>790,000.00</b>	<b>USD</b>	<b>02/05/2025</b>	<b>CORP</b>	<b>BMW US Capital, LLC</b>	<b>Bayerische Motoren Werke Aktiengesellschaft</b>	<b>769,305.97</b>

### State of Connecticut

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	20772KEW5	CONNECTICUT ST	630,000.00	USD	09/15/2025	MUNI	State of Connecticut	State of Connecticut	622,440.67
City of Escondido	20772KJW0	CONNECTICUT ST	150,000.00	USD	07/01/2024	MUNI	State of Connecticut	State of Connecticut	145,891.50
<b>City of Escondido</b>	<b>---</b>	<b>CONNECTICUT ST</b>	<b>780,000.00</b>	<b>USD</b>	<b>06/23/2025</b>	<b>MUNI</b>	<b>State of Connecticut</b>	<b>State of Connecticut</b>	<b>768,332.17</b>

### Target Corporation

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	87612EBM7	TARGET CORP	180,000.00	USD	01/15/2027	CORP	Target Corporation	Target Corporation	165,252.90
City of Escondido	87612EBM7	TARGET CORP	650,000.00	USD	01/15/2027	CORP	Target Corporation	Target Corporation	596,746.58
<b>City of Escondido</b>	<b>87612EBM7</b>	<b>TARGET CORP</b>	<b>830,000.00</b>	<b>USD</b>	<b>01/15/2027</b>	<b>CORP</b>	<b>Target Corporation</b>	<b>Target Corporation</b>	<b>761,999.48</b>

### Citigroup Inc.

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	172967MX6	CITIGROUP INC	270,000.00	USD	05/01/2025	CORP	Citigroup Inc.	Citigroup Inc.	253,161.45
City of Escondido	172967MX6	CITIGROUP INC	255,000.00	USD	05/01/2025	CORP	Citigroup Inc.	Citigroup Inc.	239,096.92
City of Escondido	17327CAN3	CITIGROUP INC	245,000.00	USD	01/25/2026	CORP	Citigroup Inc.	Citigroup Inc.	229,348.75
<b>City of Escondido</b>	<b>---</b>	<b>CITIGROUP INC</b>	<b>770,000.00</b>	<b>USD</b>	<b>07/25/2025</b>	<b>CORP</b>	<b>Citigroup Inc.</b>	<b>Citigroup Inc.</b>	<b>721,607.12</b>

### Deere & Company

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	24422EWA3	JOHN DEERE CAPITAL CORP	800,000.00	USD	01/11/2027	CORP	John Deere Capital Corporation	Deere & Company	720,446.22
<b>City of Escondido</b>	<b>24422EWA3</b>	<b>JOHN DEERE CAPITAL CORP</b>	<b>800,000.00</b>	<b>USD</b>	<b>01/11/2027</b>	<b>CORP</b>	<b>John Deere Capital Corporation</b>	<b>Deere &amp; Company</b>	<b>720,446.22</b>

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### Credit Suisse Group AG

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	22552G3C2	Credit Suisse AG, New York Branch	715,000.00	USD	03/17/2023	CD	Credit Suisse AG, New York Branch	Credit Suisse Group AG	715,585.72
<b>City of Escondido</b>	<b>22552G3C2</b>	<b>Credit Suisse AG, New York Branch</b>	<b>715,000.00</b>	<b>USD</b>	<b>03/17/2023</b>	<b>CD</b>	<b>Credit Suisse AG, New York Branch</b>	<b>Credit Suisse Group AG</b>	<b>715,585.72</b>

### Discover Card Execution Note Trust, Series 2022-2

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	254683CS2	DCENT 2022-2 A	715,000.00	USD	05/17/2027	ABS	Discover Card Execution Note Trust, Series 2022-2	Discover Card Execution Note Trust, Series 2022-2	692,402.11
<b>City of Escondido</b>	<b>254683CS2</b>	<b>DCENT 2022-2 A</b>	<b>715,000.00</b>	<b>USD</b>	<b>05/17/2027</b>	<b>ABS</b>	<b>Discover Card Execution Note Trust, Series 2022-2</b>	<b>Discover Card Execution Note Trust, Series 2022-2</b>	<b>692,402.11</b>

### Hyundai Auto Receivables Trust 2022-A

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	448977AD0	HART 2022-A A3	720,000.00	USD	10/15/2026	ABS	Hyundai Auto Receivables Trust 2022-A	Hyundai Auto Receivables Trust 2022-A	688,775.52
<b>City of Escondido</b>	<b>448977AD0</b>	<b>HART 2022-A A3</b>	<b>720,000.00</b>	<b>USD</b>	<b>10/15/2026</b>	<b>ABS</b>	<b>Hyundai Auto Receivables Trust 2022-A</b>	<b>Hyundai Auto Receivables Trust 2022-A</b>	<b>688,775.52</b>

### General Dynamics Corporation

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	369550BG2	GENERAL DYNAMICS CORP	700,000.00	USD	05/15/2025	CORP	General Dynamics Corporation	General Dynamics Corporation	685,714.56
<b>City of Escondido</b>	<b>369550BG2</b>	<b>GENERAL DYNAMICS CORP</b>	<b>700,000.00</b>	<b>USD</b>	<b>05/15/2025</b>	<b>CORP</b>	<b>General Dynamics Corporation</b>	<b>General Dynamics Corporation</b>	<b>685,714.56</b>

### Capital One Multi-Asset Execution Trust, Series 2021-3

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	14041NFIY2	CAPITAL ONE MULTI TR A B S SER 2021 3 CL A 11/16/2	715,000.00	USD	11/16/2026	ABS	Capital One Multi-Asset Execution Trust, Series 2021-3	Capital One Multi-Asset Execution Trust, Series 2021-3	668,197.83
<b>City of Escondido</b>	<b>14041NFIY2</b>	<b>CAPITAL ONE MULTI TR A B S SER 2021 3 CL A 11/16/2</b>	<b>715,000.00</b>	<b>USD</b>	<b>11/16/2026</b>	<b>ABS</b>	<b>Capital One Multi-Asset Execution Trust, Series 2021-3</b>	<b>Capital One Multi-Asset Execution Trust, Series 2021-3</b>	<b>668,197.83</b>

### Northern Trust Corporation

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	665859AW4	NORTHERN TRUST CORP	670,000.00	USD	05/10/2027	CORP	Northern Trust Corporation	Northern Trust Corporation	658,895.87
<b>City of Escondido</b>	<b>665859AW4</b>	<b>NORTHERN TRUST CORP</b>	<b>670,000.00</b>	<b>USD</b>	<b>05/10/2027</b>	<b>CORP</b>	<b>Northern Trust Corporation</b>	<b>Northern Trust Corporation</b>	<b>658,895.87</b>

### Florida Hurricane Catastrophe Fund Finance Corporation

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV	400,000.00	USD	07/01/2025	MUNI	Florida Hurricane Catastrophe Fund Finance Corporation	Florida Hurricane Catastrophe Fund Finance Corporation	369,776.00
City of Escondido	341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV	155,000.00	USD	07/01/2025	MUNI	Florida Hurricane Catastrophe Fund Finance Corporation	Florida Hurricane Catastrophe Fund Finance Corporation	143,288.20
City of Escondido	341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV	150,000.00	USD	07/01/2025	MUNI	Florida Hurricane Catastrophe Fund Finance Corporation	Florida Hurricane Catastrophe Fund Finance Corporation	138,666.00
<b>City of Escondido</b>	<b>341271AD6</b>	<b>FLORIDA ST BRD ADMIN FIN CORP REV</b>	<b>705,000.00</b>	<b>USD</b>	<b>07/01/2025</b>	<b>MUNI</b>	<b>Florida Hurricane Catastrophe Fund Finance Corporation</b>	<b>Florida Hurricane Catastrophe Fund Finance Corporation</b>	<b>651,730.20</b>

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### International Bank for Reconstruction and Development

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	459058JM6	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM	665,000.00	USD	11/24/2023	SUPRANATION AL	International Bank for Reconstruction and Development	International Bank for Reconstruction and Development	639,342.27
<b>City of Escondido</b>	<b>459058JM6</b>	<b>INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM</b>	<b>665,000.00</b>	<b>USD</b>	<b>11/24/2023</b>	<b>SUPRANATION AL</b>	<b>International Bank for Reconstruction and Development</b>	<b>International Bank for Reconstruction and Development</b>	<b>639,342.27</b>

### Comcast Corporation

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	20030NCR0	COMCAST CORP	635,000.00	USD	04/15/2024	CORP	Comcast Corporation	Comcast Corporation	630,511.26
<b>City of Escondido</b>	<b>20030NCR0</b>	<b>COMCAST CORP</b>	<b>635,000.00</b>	<b>USD</b>	<b>04/15/2024</b>	<b>CORP</b>	<b>Comcast Corporation</b>	<b>Comcast Corporation</b>	<b>630,511.26</b>

### AstraZeneca PLC

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	04636NAA1	ASTRAZENECA FINANCE LLC	700,000.00	USD	05/28/2026	CORP	AstraZeneca Finance LLC	AstraZeneca PLC	624,729.00
<b>City of Escondido</b>	<b>04636NAA1</b>	<b>ASTRAZENECA FINANCE LLC</b>	<b>700,000.00</b>	<b>USD</b>	<b>05/28/2026</b>	<b>CORP</b>	<b>AstraZeneca Finance LLC</b>	<b>AstraZeneca PLC</b>	<b>624,729.00</b>

### UnitedHealth Group Incorporated

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	91324PEG3	UNITEDHEALTH GROUP INC	200,000.00	USD	05/15/2027	CORP	UnitedHealth Group Incorporated	UnitedHealth Group Incorporated	194,617.56
City of Escondido	91324PEG3	UNITEDHEALTH GROUP INC	440,000.00	USD	05/15/2027	CORP	UnitedHealth Group Incorporated	UnitedHealth Group Incorporated	428,158.62
<b>City of Escondido</b>	<b>91324PEG3</b>	<b>UNITEDHEALTH GROUP INC</b>	<b>640,000.00</b>	<b>USD</b>	<b>05/15/2027</b>	<b>CORP</b>	<b>UnitedHealth Group Incorporated</b>	<b>UnitedHealth Group Incorporated</b>	<b>622,776.18</b>

### Honeywell International Inc.

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	438516CE4	HONEYWELL INTERNATIONAL INC	700,000.00	USD	03/01/2027	CORP	Honeywell International Inc.	Honeywell International Inc.	611,804.67
<b>City of Escondido</b>	<b>438516CE4</b>	<b>HONEYWELL INTERNATIONAL INC</b>	<b>700,000.00</b>	<b>USD</b>	<b>03/01/2027</b>	<b>CORP</b>	<b>Honeywell International Inc.</b>	<b>Honeywell International Inc.</b>	<b>611,804.67</b>

### Tamalpais California Un High School District

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	874857KJ3	TAMALPAIS CALIF UN HIGH SCH DIST	615,000.00	USD	08/01/2023	MUNI	Tamalpais California Un High School District	Tamalpais California Un High School District	611,705.14
<b>City of Escondido</b>	<b>874857KJ3</b>	<b>TAMALPAIS CALIF UN HIGH SCH DIST</b>	<b>615,000.00</b>	<b>USD</b>	<b>08/01/2023</b>	<b>MUNI</b>	<b>Tamalpais California Un High School District</b>	<b>Tamalpais California Un High School District</b>	<b>611,705.14</b>

### State of Wisconsin

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	977123X60	WISCONSIN ST TRANSN REV	640,000.00	USD	07/01/2024	MUNI	State of Wisconsin	State of Wisconsin	605,363.20
<b>City of Escondido</b>	<b>977123X60</b>	<b>WISCONSIN ST TRANSN REV</b>	<b>640,000.00</b>	<b>USD</b>	<b>07/01/2024</b>	<b>MUNI</b>	<b>State of Wisconsin</b>	<b>State of Wisconsin</b>	<b>605,363.20</b>

### Chevron Corporation

## Exposure - Issuer Concentration

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Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	166764BV1	CHEVRON CORP	200,000.00	USD	05/11/2023	CORP	Chevron Corporation	Chevron Corporation	197,726.94
City of Escondido	166764BW9	CHEVRON CORP	425,000.00	USD	05/11/2025	CORP	Chevron Corporation	Chevron Corporation	396,643.29
<b>City of Escondido</b>	<b>---</b>	<b>CHEVRON CORP</b>	<b>625,000.00</b>	<b>USD</b>	<b>09/10/2024</b>	<b>CORP</b>	<b>Chevron Corporation</b>	<b>Chevron Corporation</b>	<b>594,370.24</b>

### CarMax Auto Owner Trust 2021-3

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	14317DAC4	CARMX 2021-3 A3	610,000.00	USD	06/15/2026	ABS	CarMax Auto Owner Trust 2021-3	CarMax Auto Owner Trust 2021-3	579,558.65
<b>City of Escondido</b>	<b>14317DAC4</b>	<b>CARMX 2021-3 A3</b>	<b>610,000.00</b>	<b>USD</b>	<b>06/15/2026</b>	<b>ABS</b>	<b>CarMax Auto Owner Trust 2021-3</b>	<b>CarMax Auto Owner Trust 2021-3</b>	<b>579,558.65</b>

### The PNC Financial Services Group, Inc.

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	693475AY1	PNC FINANCIAL SERVICES GROUP INC	600,000.00	USD	11/01/2024	CORP	The PNC Financial Services Group, Inc.	The PNC Financial Services Group, Inc.	575,758.00
<b>City of Escondido</b>	<b>693475AY1</b>	<b>PNC FINANCIAL SERVICES GROUP INC</b>	<b>600,000.00</b>	<b>USD</b>	<b>11/01/2024</b>	<b>CORP</b>	<b>The PNC Financial Services Group, Inc.</b>	<b>The PNC Financial Services Group, Inc.</b>	<b>575,758.00</b>

### Bristol-Myers Squibb Company

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	110122DN5	BRISTOL-MYERS SQUIBB CO	250,000.00	USD	11/13/2025	CORP	Bristol-Myers Squibb Company	Bristol-Myers Squibb Company	225,107.50
City of Escondido	110122DN5	BRISTOL-MYERS SQUIBB CO	353,000.00	USD	11/13/2025	CORP	Bristol-Myers Squibb Company	Bristol-Myers Squibb Company	317,851.79
<b>City of Escondido</b>	<b>110122DN5</b>	<b>BRISTOL-MYERS SQUIBB CO</b>	<b>603,000.00</b>	<b>USD</b>	<b>11/13/2025</b>	<b>CORP</b>	<b>Bristol-Myers Squibb Company</b>	<b>Bristol-Myers Squibb Company</b>	<b>542,959.29</b>

### State of California

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	797412DM2	SAN DIEGO CNTY CALIF WTR AUTH WTR REV	480,000.00	USD	05/01/2025	MUNI	San Diego County Water Authority	State of California	438,474.40
<b>City of Escondido</b>	<b>797412DM2</b>	<b>SAN DIEGO CNTY CALIF WTR AUTH WTR REV</b>	<b>480,000.00</b>	<b>USD</b>	<b>05/01/2025</b>	<b>MUNI</b>	<b>San Diego County Water Authority</b>	<b>State of California</b>	<b>438,474.40</b>

### Palomar California Community College District

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	697511FB4	PALOMAR CALIF CMNTY COLLEGE DIST	440,000.00	USD	08/01/2024	MUNI	Palomar California Community College District	Palomar California Community College District	415,412.07
<b>City of Escondido</b>	<b>697511FB4</b>	<b>PALOMAR CALIF CMNTY COLLEGE DIST</b>	<b>440,000.00</b>	<b>USD</b>	<b>08/01/2024</b>	<b>MUNI</b>	<b>Palomar California Community College District</b>	<b>Palomar California Community College District</b>	<b>415,412.07</b>

### San Juan Unified School District

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	798306WN2	SAN JUAN CALIF UNI SCH DIST	415,000.00	USD	08/01/2024	MUNI	San Juan Unified School District	San Juan Unified School District	390,479.72
<b>City of Escondido</b>	<b>798306WN2</b>	<b>SAN JUAN CALIF UNI SCH DIST</b>	<b>415,000.00</b>	<b>USD</b>	<b>08/01/2024</b>	<b>MUNI</b>	<b>San Juan Unified School District</b>	<b>San Juan Unified School District</b>	<b>390,479.72</b>

### Los Angeles Community College District

Exposure - Issuer Concentration

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Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	54438CYK2	LOS ANGELES CALIF CMNTY COLLEGE DIST	410,000.00	USD	08/01/2025	MUNI	Los Angeles Community College District	Los Angeles Community College District	372,046.64
City of Escondido	54438CYK2	LOS ANGELES CALIF CMNTY COLLEGE DIST	410,000.00	USD	08/01/2025	MUNI	Los Angeles Community College District	Los Angeles Community College District	372,046.64

Bmw Vehicle Owner Trust 2022-A

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	05602RAD3	BMWOT 2022-A A3	380,000.00	USD	08/25/2026	ABS	Bmw Vehicle Owner Trust 2022-A	Bmw Vehicle Owner Trust 2022-A	370,338.16
City of Escondido	05602RAD3	BMWOT 2022-A A3	380,000.00	USD	08/25/2026	ABS	Bmw Vehicle Owner Trust 2022-A	Bmw Vehicle Owner Trust 2022-A	370,338.16

San Ramon Valley Unified School District

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	799408Z85	SAN RAMON VALLEY CALIF UNI SCH DIST	405,000.00	USD	08/01/2025	MUNI	San Ramon Valley Unified School District	San Ramon Valley Unified School District	368,231.40
City of Escondido	799408Z85	SAN RAMON VALLEY CALIF UNI SCH DIST	405,000.00	USD	08/01/2025	MUNI	San Ramon Valley Unified School District	San Ramon Valley Unified School District	368,231.40

PACCAR Inc

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	69371RQ82	PACCAR FINANCIAL CORP	360,000.00	USD	06/08/2023	CORP	PACCAR Financial Corp.	PACCAR Inc	353,700.40
City of Escondido	69371RQ82	PACCAR FINANCIAL CORP	360,000.00	USD	06/08/2023	CORP	PACCAR Financial Corp.	PACCAR Inc	353,700.40

State of Maryland

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	574193TQ1	MARYLAND ST	375,000.00	USD	08/01/2024	MUNI	State of Maryland	State of Maryland	352,273.13
City of Escondido	574193TQ1	MARYLAND ST	375,000.00	USD	08/01/2024	MUNI	State of Maryland	State of Maryland	352,273.13

Kubota Credit Owner Trust 2021-2

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	50117XAE2	KCOT 212 A3	370,000.00	USD	11/17/2025	ABS	Kubota Credit Owner Trust 2021-2	Kubota Credit Owner Trust 2021-2	347,519.28
City of Escondido	50117XAE2	KCOT 212 A3	370,000.00	USD	11/17/2025	ABS	Kubota Credit Owner Trust 2021-2	Kubota Credit Owner Trust 2021-2	347,519.28

Long Beach Community College District

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	542411NH2	LONG BEACH CALIF CMNTY COLLEGE DIST	350,000.00	USD	08/01/2023	MUNI	Long Beach Community College District	Long Beach Community College District	347,382.88
City of Escondido	542411NH2	LONG BEACH CALIF CMNTY COLLEGE DIST	350,000.00	USD	08/01/2023	MUNI	Long Beach Community College District	Long Beach Community College District	347,382.88

University of California

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	91412HGE7	UNIVERSITY CALIF REVS	375,000.00	USD	05/15/2025	MUNI	University of California	University of California	353,700.40

## Exposure - Issuer Concentration

City of Escondido (299155)

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Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	91412HGE7	UNIVERSITY CALIF REVS	375,000.00	USD	05/15/2025	MUNI	University of California	University of California	344,343.10

### World Omni Auto Receivables Trust 2021-D

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	98163KAC6	WOART 2021-D A3	350,000.00	USD	10/15/2026	ABS	World Omni Auto Receivables Trust 2021-D	World Omni Auto Receivables Trust 2021-D	331,327.96
City of Escondido	98163KAC6	WOART 2021-D A3	350,000.00	USD	10/15/2026	ABS	World Omni Auto Receivables Trust 2021-D	World Omni Auto Receivables Trust 2021-D	331,327.96

### Amazon.com, Inc.

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	023135BW5	AMAZON.COM INC	300,000.00	USD	05/12/2024	CORP	Amazon.com, Inc.	Amazon.com, Inc.	282,858.75
City of Escondido	023135BW5	AMAZON.COM INC	300,000.00	USD	05/12/2024	CORP	Amazon.com, Inc.	Amazon.com, Inc.	282,858.75

### Los Angeles County

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	544647FC9	LOS ANGELES CALIF UNI SCH DIST	310,000.00	USD	07/01/2026	MUNI	Los Angeles Unified School District	Los Angeles County	279,354.95
City of Escondido	544647FC9	LOS ANGELES CALIF UNI SCH DIST	310,000.00	USD	07/01/2026	MUNI	Los Angeles Unified School District	Los Angeles County	279,354.95

### Carmax Auto Owner Trust 2021-2

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	14314QAC8	CARMX 2021-2 A3	288,971.31	USD	02/17/2026	ABS	Carmax Auto Owner Trust 2021-2	Carmax Auto Owner Trust 2021-2	278,146.16
City of Escondido	14314QAC8	CARMX 2021-2 A3	288,971.31	USD	02/17/2026	ABS	Carmax Auto Owner Trust 2021-2	Carmax Auto Owner Trust 2021-2	278,146.16

### Honda Auto Receivables 2021 - 4 Owner Trust

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	43815GAC3	HAROT 2021-4 A3	285,000.00	USD	01/21/2026	ABS	Honda Auto Receivables 2021 - 4 Owner Trust	Honda Auto Receivables 2021 - 4 Owner Trust	270,551.08
City of Escondido	43815GAC3	HAROT 2021-4 A3	285,000.00	USD	01/21/2026	ABS	Honda Auto Receivables 2021 - 4 Owner Trust	Honda Auto Receivables 2021 - 4 Owner Trust	270,551.08

### GM Financial Consumer Automobile Receivables Trust 2022-1

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	380146AC4	GMCAR 2022-1 A3	285,000.00	USD	11/16/2026	ABS	GM Financial Consumer Automobile Receivables Trust 2022-1	GM Financial Consumer Automobile Receivables Trust 2022-1	269,612.22
City of Escondido	380146AC4	GMCAR 2022-1 A3	285,000.00	USD	11/16/2026	ABS	GM Financial Consumer Automobile Receivables Trust 2022-1	GM Financial Consumer Automobile Receivables Trust 2022-1	269,612.22

### State Of Minnesota

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	60412AVJ9	MINNESOTA ST	275,000.00	USD	08/01/2025	MUNI	State Of Minnesota	State Of Minnesota	249,616.13
City of Escondido	60412AVJ9	MINNESOTA ST	275,000.00	USD	08/01/2025	MUNI	State Of Minnesota	State Of Minnesota	249,616.13

## Exposure - Issuer Concentration

City of Escondido (299155)

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### Ford Credit Auto Owner Trust 2022-A

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	345286AC2	FORDO 2022-A A3	255,000.00	USD	06/15/2026	ABS	Ford Credit Auto Owner Trust 2022-A	Ford Credit Auto Owner Trust 2022-A	242,653.62
<b>City of Escondido</b>	<b>345286AC2</b>	<b>FORDO 2022-A A3</b>	<b>255,000.00</b>	<b>USD</b>	<b>06/15/2026</b>	<b>ABS</b>	<b>Ford Credit Auto Owner Trust 2022-A</b>	<b>Ford Credit Auto Owner Trust 2022-A</b>	<b>242,653.62</b>

### San Diego Community College District

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	797272QP9	SAN DIEGO CALIF CMNTY COLLEGE DIST	245,000.00	USD	08/01/2024	MUNI	San Diego Community College District	San Diego Community College District	237,367.02
<b>City of Escondido</b>	<b>797272QP9</b>	<b>SAN DIEGO CALIF CMNTY COLLEGE DIST</b>	<b>245,000.00</b>	<b>USD</b>	<b>08/01/2024</b>	<b>MUNI</b>	<b>San Diego Community College District</b>	<b>San Diego Community College District</b>	<b>237,367.02</b>

### Gm Financial Automobile Leasing Trust 2021-3

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	36262XAD6	GMALT 2021-3 A4	225,000.00	USD	07/21/2025	ABS	Gm Financial Automobile Leasing Trust 2021-3	Gm Financial Automobile Leasing Trust 2021-3	213,430.07
<b>City of Escondido</b>	<b>36262XAD6</b>	<b>GMALT 2021-3 A4</b>	<b>225,000.00</b>	<b>USD</b>	<b>07/21/2025</b>	<b>ABS</b>	<b>Gm Financial Automobile Leasing Trust 2021-3</b>	<b>Gm Financial Automobile Leasing Trust 2021-3</b>	<b>213,430.07</b>

### National Rural Utilities Cooperative Finance Corporation

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	63743HFE7	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	220,000.00	USD	06/15/2025	CORP	National Rural Utilities Cooperative Finance Corporation	National Rural Utilities Cooperative Finance Corporation	212,716.53
<b>City of Escondido</b>	<b>63743HFE7</b>	<b>NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP</b>	<b>220,000.00</b>	<b>USD</b>	<b>06/15/2025</b>	<b>CORP</b>	<b>National Rural Utilities Cooperative Finance Corporation</b>	<b>National Rural Utilities Cooperative Finance Corporation</b>	<b>212,716.53</b>

### Hyundai Auto Receivables Trust 2021-A

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	44933LAC7	HART 2021-A A3	205,567.74	USD	09/15/2025	ABS	Hyundai Auto Receivables Trust 2021-A	Hyundai Auto Receivables Trust 2021-A	198,838.04
<b>City of Escondido</b>	<b>44933LAC7</b>	<b>HART 2021-A A3</b>	<b>205,567.74</b>	<b>USD</b>	<b>09/15/2025</b>	<b>ABS</b>	<b>Hyundai Auto Receivables Trust 2021-A</b>	<b>Hyundai Auto Receivables Trust 2021-A</b>	<b>198,838.04</b>

### Toyota Lease Owner Trust 2021-A

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	89238EAC0	TLOT 2021-A A3	186,275.97	USD	04/22/2024	ABS	Toyota Lease Owner Trust 2021-A	Toyota Lease Owner Trust 2021-A	183,742.61
<b>City of Escondido</b>	<b>89238EAC0</b>	<b>TLOT 2021-A A3</b>	<b>186,275.97</b>	<b>USD</b>	<b>04/22/2024</b>	<b>ABS</b>	<b>Toyota Lease Owner Trust 2021-A</b>	<b>Toyota Lease Owner Trust 2021-A</b>	<b>183,742.61</b>

### Bmw Auto Leasing LLC

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	05591RAD6	BMWLT 2021-1 A4	160,000.00	USD	07/25/2024	ABS	BMW Vehicle Lease Trust 2021-1	Bmw Auto Leasing LLC	156,331.02
<b>City of Escondido</b>	<b>05591RAD6</b>	<b>BMWLT 2021-1 A4</b>	<b>160,000.00</b>	<b>USD</b>	<b>07/25/2024</b>	<b>ABS</b>	<b>BMW Vehicle Lease Trust 2021-1</b>	<b>Bmw Auto Leasing LLC</b>	<b>156,331.02</b>

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### Unilever PLC

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	904764BN6	UNILEVER CAPITAL CORP	160,000.00	USD	08/12/2024	CORP	Unilever Capital Corporation	Unilever PLC	150,564.33
<b>City of Escondido</b>	<b>904764BN6</b>	<b>UNILEVER CAPITAL CORP</b>	<b>160,000.00</b>	<b>USD</b>	<b>08/12/2024</b>	<b>CORP</b>	<b>Unilever Capital Corporation</b>	<b>Unilever PLC</b>	<b>150,564.33</b>

### Kubota Credit Owner Trust 2021-1

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	50117TAC5	KCOT 2021-1 A3	155,000.00	USD	08/15/2025	ABS	Kubota Credit Owner Trust 2021-1	Kubota Credit Owner Trust 2021-1	147,295.58
<b>City of Escondido</b>	<b>50117TAC5</b>	<b>KCOT 2021-1 A3</b>	<b>155,000.00</b>	<b>USD</b>	<b>08/15/2025</b>	<b>ABS</b>	<b>Kubota Credit Owner Trust 2021-1</b>	<b>Kubota Credit Owner Trust 2021-1</b>	<b>147,295.58</b>

### Hyundai Auto Lease Securitization Trust 2021-A

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	44891TAD8	HALST 2021-A A4	140,000.00	USD	12/16/2024	ABS	Hyundai Auto Lease Securitization Trust 2021-A	Hyundai Auto Lease Securitization Trust 2021-A	137,745.80
<b>City of Escondido</b>	<b>44891TAD8</b>	<b>HALST 2021-A A4</b>	<b>140,000.00</b>	<b>USD</b>	<b>12/16/2024</b>	<b>ABS</b>	<b>Hyundai Auto Lease Securitization Trust 2021-A</b>	<b>Hyundai Auto Lease Securitization Trust 2021-A</b>	<b>137,745.80</b>

### GM Financial Consumer Automobile Receivables Trust 2020-3

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	362590AC5	GMCAR 2020-3 A3	139,096.23	USD	04/16/2025	ABS	GM Financial Consumer Automobile Receivables Trust 2020-3	GM Financial Consumer Automobile Receivables Trust 2020-3	136,301.49
<b>City of Escondido</b>	<b>362590AC5</b>	<b>GMCAR 2020-3 A3</b>	<b>139,096.23</b>	<b>USD</b>	<b>04/16/2025</b>	<b>ABS</b>	<b>GM Financial Consumer Automobile Receivables Trust 2020-3</b>	<b>GM Financial Consumer Automobile Receivables Trust 2020-3</b>	<b>136,301.49</b>

### State Of Mississippi

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	605581MZ7	MISSISSIPPI ST	120,000.00	USD	11/01/2024	MUNI	State Of Mississippi	State Of Mississippi	111,689.00
<b>City of Escondido</b>	<b>605581MZ7</b>	<b>MISSISSIPPI ST</b>	<b>120,000.00</b>	<b>USD</b>	<b>11/01/2024</b>	<b>MUNI</b>	<b>State Of Mississippi</b>	<b>State Of Mississippi</b>	<b>111,689.00</b>

### Toyota Auto Receivables 2020-C Owner Trust

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	89237VAB5	TAOT 2020-C A3	107,042.71	USD	10/15/2024	ABS	Toyota Auto Receivables 2020-C Owner Trust	Toyota Auto Receivables 2020-C Owner Trust	105,350.26
<b>City of Escondido</b>	<b>89237VAB5</b>	<b>TAOT 2020-C A3</b>	<b>107,042.71</b>	<b>USD</b>	<b>10/15/2024</b>	<b>ABS</b>	<b>Toyota Auto Receivables 2020-C Owner Trust</b>	<b>Toyota Auto Receivables 2020-C Owner Trust</b>	<b>105,350.26</b>

### The Home Depot, Inc.

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	437076CM2	HOME DEPOT INC	105,000.00	USD	04/15/2025	CORP	The Home Depot, Inc.	The Home Depot, Inc.	101,257.80
<b>City of Escondido</b>	<b>437076CM2</b>	<b>HOME DEPOT INC</b>	<b>105,000.00</b>	<b>USD</b>	<b>04/15/2025</b>	<b>CORP</b>	<b>The Home Depot, Inc.</b>	<b>The Home Depot, Inc.</b>	<b>101,257.80</b>

## Exposure - Issuer Concentration

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### CarMax Auto Owner Trust 2021-1

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	14316NAC3	CARMX 2021-1 A3	89,047.90	USD	12/15/2025	ABS	CarMax Auto Owner Trust 2021-1	CarMax Auto Owner Trust 2021-1	86,093.63
<b>City of Escondido</b>	<b>14316NAC3</b>	<b>CARMX 2021-1 A3</b>	<b>89,047.90</b>	<b>USD</b>	<b>12/15/2025</b>	<b>ABS</b>	<b>CarMax Auto Owner Trust 2021-1</b>	<b>CarMax Auto Owner Trust 2021-1</b>	<b>86,093.63</b>

### CarMax Auto Owner Trust 2020-3

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	14315FAD9	CARMX 2020-3 A3	79,569.47	USD	03/17/2025	ABS	CarMax Auto Owner Trust 2020-3	CarMax Auto Owner Trust 2020-3	78,382.45
<b>City of Escondido</b>	<b>14315FAD9</b>	<b>CARMX 2020-3 A3</b>	<b>79,569.47</b>	<b>USD</b>	<b>03/17/2025</b>	<b>ABS</b>	<b>CarMax Auto Owner Trust 2020-3</b>	<b>CarMax Auto Owner Trust 2020-3</b>	<b>78,382.45</b>

### Mercedes-Benz Group AG

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	58769EAC2	MBALT 2020-B A3	16,141.81	USD	11/15/2023	ABS	Mercedes-Benz Auto Lease Trust 2020-B	Mercedes-Benz Group AG	16,106.58
<b>City of Escondido</b>	<b>58769EAC2</b>	<b>MBALT 2020-B A3</b>	<b>16,141.81</b>	<b>USD</b>	<b>11/15/2023</b>	<b>ABS</b>	<b>Mercedes-Benz Auto Lease Trust 2020-B</b>	<b>Mercedes-Benz Group AG</b>	<b>16,106.58</b>

### Nissan Motor Co., Ltd.

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	65480EAD3	NALT 2020-B A3	1,870.64	USD	10/16/2023	ABS	Nissan Auto Lease Trust 2020-B	Nissan Motor Co., Ltd.	1,868.11
<b>City of Escondido</b>	<b>65480EAD3</b>	<b>NALT 2020-B A3</b>	<b>1,870.64</b>	<b>USD</b>	<b>10/16/2023</b>	<b>ABS</b>	<b>Nissan Auto Lease Trust 2020-B</b>	<b>Nissan Motor Co., Ltd.</b>	<b>1,868.11</b>

### Summary

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
<b>City of Escondido</b>	<b>---</b>	<b>---</b>	<b>153,272,265.75</b>	<b>USD</b>	<b>11/17/2024</b>	<b>---</b>	<b>---</b>	<b>---</b>	<b>145,517,277.80</b>

\* Grouped by: Issuer Concentration. \* Groups Sorted by: Ending Market Value + Accrued. \* Weighted by: Ending Market Value + Accrued.

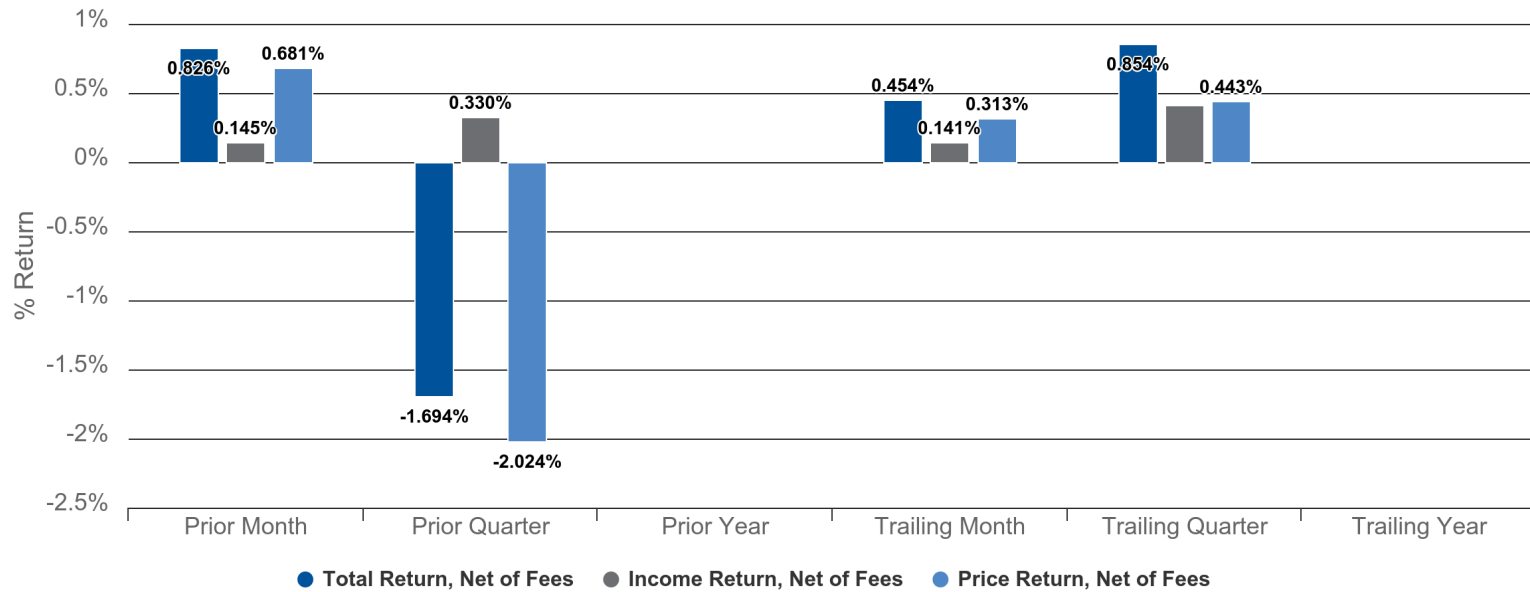
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Period	Period Begin	Period End	Total Return, Net of Fees	Income Return, Net of Fees	Price Return, Net of Fees
Prior Month	11/01/2022	11/30/2022	0.826%	0.145%	0.681%
Prior Quarter	07/01/2022	09/30/2022	-1.694%	0.330%	-2.024%
Prior Year	01/01/2021	12/31/2021	---	---	---
Trailing Month	11/30/2022	12/30/2022	0.454%	0.141%	0.313%
Trailing Quarter	09/30/2022	12/30/2022	0.854%	0.411%	0.443%
Trailing Year	12/31/2021	12/30/2022	---	---	---

Account	Index	Index Start Date	Index End Date
City of Escondido	ICE BofA 1-5 Year US Corporate & Government Index	08/02/2002	---

Net of Fees (includes management and trading).

Returns are actual and have not been annualized.

No Tax Adjustment.

Note that data will not exist prior to the performance inception date of: 04/01/2022.

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## Compliance Summary

Compliant	Account	Policy Name	Total Rules	Compliant Rules	Violating Rules
Compliant	City of Escondido	City Escondido Compliance	60	60	0

## City of Escondido - City Escondido Compliance

### Compliant

Status	Account	Policy Name	Category Name	Rule Name	Days In Violation	Actual Value	Actual Value without Resolutions	Limit Value	Notes	Resolutions
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments U.S. Treasury Obligations & Agency Securities	0	68.349	68.349	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Municipal Securities	0	5.661	5.661	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Supranational	0	1.965	1.965	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Negotiable Certificates of Deposit	0	0.492	0.492	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Banker's Acceptances	0	---	---	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Commercial Paper	0	---	---	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Repurchase Agreements	0	---	---	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Local Agency Investment Fund	0	---	---	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investment Local Government Investment Pools	0	58.972	58.972	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Bank Deposits	0	9.982	9.982	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Placement Service Deposits	0	---	---	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Medium-Term Notes	0	---	---	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Asset-Backed Securities	0	4.461	4.461	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Money Market Funds	0	0.741	0.741	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Repurchase Agreements 102% Collateralized	0	---	---	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Municipal Securities	0	5.661	5.661	40.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Supranational	0	1.965	1.965	30.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Negotiable Certificates of Deposit	0	0.492	0.492	30.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Banker's Acceptances	0	---	---	30.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Commercial Paper	0	---	---	25.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Local Agency Investment Fund	0	---	---	75.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Placement Service Deposits	0	---	---	30.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Medium Term Notes	0	---	---	30.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Asset-Backed Securities	0	4.461	4.461	20.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Callable Agency Securities	0	18.570	18.570	30.000	N	N

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City of Escondido (299155)

As of 12/30/2022

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Dated: 01/31/2023

Status	Account	Policy Name	Category Name	Rule Name	Days In Violation	Actual Value	Actual Value without Resolutions	Limit Value	Notes	Resolutions
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Money Market Funds	0	0.741	0.741	20.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Time Certificate of Deposits	0	---	---	20.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Credit Rating	Minimum Credit Rating for Municipal Securities - A/A2	0	0	0	0	N	N
Compliant	City of Escondido	City Escondido Compliance	Credit Rating	Minimum Credit Rating for Supranational - AA/Aa2	0	0	0	0	N	N
Compliant	City of Escondido	City Escondido Compliance	Credit Rating	Minimum Credit Rating for Negotiable Certificates of Deposits - A/A2	0	0	0	0	N	N
Compliant	City of Escondido	City Escondido Compliance	Credit Rating	Minimum Credit Rating for Banker's Acceptance - A-1	0	0	0	0	N	N
Compliant	City of Escondido	City Escondido Compliance	Credit Rating	Minimum Credit Rating for Commercial Paper - A-1/P-1	0	0	0	0	N	N
Compliant	City of Escondido	City Escondido Compliance	Credit Rating	Minimum Credit Rating for Medium Term Notes - A	0	0	0	0	N	N
Compliant	City of Escondido	City Escondido Compliance	Credit Rating	Minimum Credit Rating for Asset-Backed Securities - AA	0	0	0	0	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer Concentration for U.S. Agency Securities	0	3.770	3.770	30.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer Concentration for Municipal Securities	0	0.600	0.600	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer Concentration for Supranational	0	1.965	1.965	30.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer Concentration for Negotiable Certificates of Deposit	0	0.492	0.492	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer Concentration for Banker's Acceptances	0	---	---	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer concentration for Commercial Paper	0	---	---	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer Concentration for Placement Service Deposits	0	---	---	30.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer Concentration for Medium Term Notes	0	---	---	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer Concentration for Asset-Backed Securities	0	0.476	0.476	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer Concentration for Money Market Funds	0	0.741	0.741	20.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer concentration for Outstanding Commercial Paper	0	---	---	10.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Short-Term Investment Shall be 25% of General Fund	0	---	---	25.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for U.S. Treasury Obligations	0	0.310	0.310	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for U.S. Agency Securities	0	4.997	4.997	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Municipal Securities	0	4.934	4.934	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Supranational	0	4.063	4.063	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Negotiable Certificates of Deposit	0	1.984	1.984	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Banker's Acceptances	0	---	---	186.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Commercial Paper	0	---	---	270.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Repurchase Agreements - 1 years	0	---	---	1.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Bank Deposits - 5 Years	0	5.000	5.000	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Placement Service Deposits	0	---	---	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Medium Term Notes	0	---	---	5.000	N	N

Status

City of Escondido (299155)

As of 12/30/2022

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Dated: 01/31/2023

Status	Account	Policy Name	Category Name	Rule Name	Days In Violation	Actual Value	Actual Value without Resolutions	Limit Value	Notes	Resolutions
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Asset-Backed Securities	0	2.970	2.970	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Time certificate of deposits	0	---	---	3.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Prohibited Investments	Prohibited Investments : common stocks, inverse floaters, range notes, mortgage-derived interest	0	0	0	0	N	N
Compliant	City of Escondido	City Escondido Compliance	---	---	0	---	---	---	N	N

Policies: .

Rules: .

\* Compliance Status as of previous business day.

## GAAP GL Income Detail

City of Escondido (299155)

10/01/2022 - 12/30/2022

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Dated: 01/31/2023

### Cash

General Ledger Grouping, Account, Identifier	Description, Factorized Units, Currency	Security Type, BS Class, State	State Tax, Fed Tax, Net Transfers	Beginning Book Value less Due, Acquired Book Value less Due, Transferred In Book Value less Due	Disposed Book Value, Transferred Out Book Value less Due, Impairment Loss	Ending Book Value less Due, Net Amortization/ Accretion, Miscellaneous Income	Miscellaneous Expense, Beginning Due & Accrued, Acquired Due & Accrued	Transferred In Due & Accrued, Disposed Due & Accrued, Transferred Out Due & Accrued	Ending Due & Accrued, Interest/Dividend Received, Interest/Dividend Income	Net Realized Gain/ Loss, Net Gain/Loss, Net Income
Cash	Cash	CASH	Y	-0.01	0.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	Cash	Y	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CCYUSD	USD	---	3,650,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Cash</b>	<b>Cash</b>	<b>CASH</b>	<b>Y</b>	<b>-0.01</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>City of Escondido</b>	<b>0.00</b>	<b>Cash</b>	<b>Y</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>CCYUSD</b>	<b>USD</b>	<b>---</b>	<b>3,650,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

### CE

General Ledger Grouping, Account, Identifier	Description, Factorized Units, Currency	Security Type, BS Class, State	State Tax, Fed Tax, Net Transfers	Beginning Book Value less Due, Acquired Book Value less Due, Transferred In Book Value less Due	Disposed Book Value, Transferred Out Book Value less Due, Impairment Loss	Ending Book Value less Due, Net Amortization/ Accretion, Miscellaneous Income	Miscellaneous Expense, Beginning Due & Accrued, Acquired Due & Accrued	Transferred In Due & Accrued, Disposed Due & Accrued, Transferred Out Due & Accrued	Ending Due & Accrued, Interest/Dividend Received, Interest/Dividend Income	Net Realized Gain/ Loss, Net Gain/Loss, Net Income
CE	BLACKROCK FED TRST DOLR SHR FD	MMFUND	Y	10,640,910.76	-22,599,320.46	1,078,237.96	0.00	0.00	0.00	0.00
City of Escondido	102	CE	Y	13,036,647.66	0.00	0.00	0.00	0.00	18,732.41	0.00
X9USDBRD2	1,078,237.96	---	0.00	0.00	0.00	0.00	0.00	0.00	18,732.41	18,732.41
<b>CE</b>	<b>BLACKROCK FED TRST DOLR SHR FD</b>	<b>MMFUND</b>	<b>Y</b>	<b>10,640,910.76</b>	<b>-22,599,320.46</b>	<b>1,078,237.96</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>City of Escondido</b>	<b>102</b>	<b>CE</b>	<b>Y</b>	<b>13,036,647.66</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>18,732.41</b>	<b>0.00</b>
<b>X9USDBRD2</b>	<b>1,078,237.96</b>	<b>---</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>18,732.41</b>	<b>18,732.41</b>

### LT

General Ledger Grouping, Account, Identifier	Description, Factorized Units, Currency	Security Type, BS Class, State	State Tax, Fed Tax, Net Transfers	Beginning Book Value less Due, Acquired Book Value less Due, Transferred In Book Value less Due	Disposed Book Value, Transferred Out Book Value less Due, Impairment Loss	Ending Book Value less Due, Net Amortization/ Accretion, Miscellaneous Income	Miscellaneous Expense, Beginning Due & Accrued, Acquired Due & Accrued	Transferred In Due & Accrued, Disposed Due & Accrued, Transferred Out Due & Accrued	Ending Due & Accrued, Interest/Dividend Received, Interest/Dividend Income	Net Realized Gain/ Loss, Net Gain/Loss, Net Income
LT	ABBOTT LABORATORIES	CORP	Y	829,922.57	0.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	LT	Y	0.00	-829,132.92	-789.65	9,427.92	0.00	0.00	0.00
002824BE9	USD	IL	0.00	0.00	0.00	0.00	-14,025.00	4,597.08	3,807.43	
LT	AMAZON.COM INC	CORP	Y	299,764.09	0.00	299,800.44	0.00	0.00	183.75	0.00
City of Escondido	300,000.00	LT	Y	0.00	0.00	36.34	521.25	0.00	675.00	0.00
023135BW5	USD	WA	0.00	0.00	0.00	0.00	0.00	0.00	337.50	373.84
LT	AMERICAN EXPRESS CO	CORP	Y	349,717.10	0.00	349,745.74	0.00	0.00	2,559.38	0.00
City of Escondido	350,000.00	LT	Y	0.00	0.00	28.64	590.63	0.00	0.00	0.00
025816CQ0	USD	NY	0.00	0.00	0.00	0.00	0.00	0.00	1,968.75	1,997.39
LT	AMERICAN HONDA FINANCE CORP	CORP	Y	988,095.65	0.00	988,833.82	0.00	0.00	4,044.44	0.00
City of Escondido	1,000,000.00	LT	Y	0.00	0.00	738.17	794.44	0.00	0.00	0.00
02665WDZ1	USD	CA	0.00	0.00	0.00	0.00	0.00	0.00	3,250.00	3,988.17
LT	ASTRAZENECA FINANCE LLC	CORP	Y	700,558.35	0.00	700,520.37	0.00	0.00	770.00	0.00
City of Escondido	700,000.00	LT	Y	0.00	0.00	-37.98	2,870.00	0.00	4,200.00	0.00
04636NAA1	USD	DE	0.00	0.00	0.00	0.00	0.00	0.00	2,100.00	2,062.02
LT	TRUIST FINANCIAL CORP	CORP	Y	806,093.27	0.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	LT	Y	0.00	-805,111.96	-981.31	9,583.33	0.00	0.00	0.00
05531FBF9	USD	NC	0.00	0.00	0.00	0.00	-15,000.00	5,416.67	4,435.35	
LT	BMW US CAPITAL LLC	CORP	Y	614,114.45	0.00	610,149.55	0.00	0.00	5,107.92	0.00
City of Escondido	575,000.00	LT	Y	0.00	0.00	-3,964.90	10,714.17	0.00	11,212.50	0.00
05565EBK0	USD	NJ	0.00	0.00	0.00	0.00	0.00	0.00	5,606.25	1,641.35
LT	BMW US CAPITAL LLC	CORP	Y	214,988.26	0.00	214,989.80	0.00	0.00	622.60	0.00
City of Escondido	215,000.00	LT	Y	0.00	0.00	1.55	219.48	0.00	0.00	0.00
05565EBU8	USD	NJ	0.00	0.00	0.00	0.00	0.00	0.00	403.13	404.67
LT	BMWLT 2021-1 A4	ABS	Y	159,997.99	0.00	159,998.64	0.00	0.00	9.87	0.00
City of Escondido	160,000.00	LT	Y	0.00	0.00	0.65	9.87	0.00	147.99	0.00
05591RAD6	USD	NJ	0.00	0.00	0.00	0.00	0.00	0.00	147.99	148.64

## GAAP GL Income Detail

City of Escondido (299155)

10/01/2022 - 12/30/2022

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General Ledger Grouping, Account, Identifier	Description, Factorized Units, Currency	Security Type, BS Class, State	State Tax, Fed Tax, Net Transfers	Beginning Book Value less Due, Acquired Book Value less Due, Transferred In Book Value less Due	Disposed Book Value, Transferred Out Book Value less Due, Impairment Loss	Ending Book Value less Due, Net Amortization/ Accretion, Miscellaneous Income	Miscellaneous Expense, Beginning Due & Accrued, Acquired Due & Accrued	Transferred In Due & Accrued, Disposed Due & Accrued, Transferred Out Due & Accrued	Ending Due & Accrued, Interest/Dividend Received, Interest/Dividend Income	Net Realized Gain/ Loss, Net Gain/Loss, Net Income
LT City of Escondido 05602RAD3	BMWOT 2022-A A3 380,000.00 USD	ABS LT DE	Y Y 0.00	379,983.48 0.00 0.00	0.00 0.00 0.00	379,985.45 1.97 0.00	0.00 203.30 0.00	0.00 0.00 0.00	203.30 3,049.50 3,049.50	0.00 0.00 3,051.47
LT City of Escondido 06051GFB0	BANK OF AMERICA CORP 1,395,000.00 USD	CORP LT NC	Y Y 0.00	1,412,102.42 0.00 0.00	0.00 0.00 0.00	1,408,924.74 -3,177.68 0.00	0.00 11,029.22 0.00	0.00 0.00 0.00	25,415.16 0.00 14,385.94	0.00 0.00 11,208.26
LT City of Escondido 06406RBC0	BANK OF NEW YORK MELLON CORP 1,000,000.00 USD	CORP LT NY	Y Y 0.00	999,881.54 0.00 0.00	0.00 0.00 0.00	999,893.02 11.48 0.00	0.00 14,423.61 0.00	0.00 0.00 0.00	6,141.67 16,656.94 8,375.00	0.00 0.00 8,386.47
LT City of Escondido 110122DN5	BRISTOL-MYERS SQUIBB CO 250,000.00 USD	CORP LT NY	Y Y 0.00	248,473.00 0.00 0.00	0.00 0.00 0.00	248,593.57 120.57 0.00	0.00 718.75 0.00	0.00 0.00 0.00	250.00 937.50 468.75	0.00 0.00 589.32
LT City of Escondido 110122DN5	BRISTOL-MYERS SQUIBB CO 353,000.00 USD	CORP LT NY	Y Y 0.00	350,500.22 0.00 0.00	0.00 0.00 0.00	350,697.51 197.29 0.00	0.00 1,014.88 0.00	0.00 0.00 0.00	353.00 1,323.75 661.88	0.00 0.00 859.17
LT City of Escondido 14041NFY2	CAPITAL ONE MULTI TR A B S SER 2021 3 CL A 11/16/2 715,000.00 USD	ABS LT ---	Y Y 0.00	714,917.89 0.00 0.00	0.00 0.00 0.00	714,922.74 4.85 0.00	0.00 330.49 0.00	0.00 0.00 0.00	330.49 1,859.01 1,859.01	0.00 0.00 1,863.86
LT City of Escondido 14314QAC8	CARMX 2021-2 A3 288,971.31 USD	ABS LT DE	Y Y 0.00	299,972.08 0.00 0.00	-11,028.69 0.00 0.00	288,948.97 5.59 0.00	0.00 69.33 0.00	0.00 0.00 0.00	66.78 390.00 387.45	0.00 0.00 393.04
LT City of Escondido 14315FAD9	CARMX 2020-3 A3 79,569.47 USD	ABS LT DE	Y Y 0.00	106,510.79 0.00 0.00	-26,945.83 0.00 0.00	79,566.77 1.81 0.00	0.00 29.35 0.00	0.00 0.00 0.00	21.93 150.60 143.17	0.00 0.00 144.99
LT City of Escondido 14316NAC3	CARMX 2021-1 A3 89,047.90 USD	ABS LT DE	Y Y 0.00	105,986.47 0.00 0.00	-16,946.45 0.00 0.00	89,042.01 1.99 0.00	0.00 16.02 0.00	0.00 0.00 0.00	13.46 85.10 82.54	0.00 0.00 84.52
LT City of Escondido 14317DAC4	CARMX 2021-3 A3 610,000.00 USD	ABS LT DE	Y Y 0.00	609,944.72 0.00 0.00	0.00 0.00 0.00	609,954.11 9.38 0.00	0.00 149.11 0.00	0.00 0.00 0.00	149.11 838.74 838.74	0.00 0.00 848.12
LT City of Escondido 14912L5X5	CATERPILLAR FINANCIAL SERVICES CORP 0.00 USD	CORP LT TN	Y Y 0.00	798,456.22 0.00 0.00	0.00 -797,393.65 0.00	0.00 -1,062.56 0.00	0.00 10,451.04 0.00	0.00 0.00 -14,812.50	0.00 0.00 4,361.46	0.00 0.00 3,298.89
LT City of Escondido 14913R2U0	CATERPILLAR FINANCIAL SERVICES CORP 800,000.00 USD	CORP LT TN	Y Y 0.00	795,371.35 0.00 0.00	0.00 0.00 0.00	795,629.23 257.88 0.00	0.00 3,135.56 0.00	0.00 0.00 0.00	6,535.56 0.00 3,400.00	0.00 0.00 3,657.88
LT City of Escondido 166764BW9	CHEVRON CORP 425,000.00 USD	CORP LT CA	Y Y 0.00	426,090.65 0.00 0.00	0.00 0.00 0.00	425,984.88 -105.76 0.00	0.00 2,568.42 0.00	0.00 0.00 0.00	917.29 3,302.26 1,651.13	0.00 0.00 1,545.37
LT City of Escondido 172967MX6	CITIGROUP INC 270,000.00 USD	CORP LT NY	Y Y 0.00	270,426.78 0.00 0.00	0.00 0.00 0.00	270,359.80 -66.98 0.00	0.00 1,103.63 0.00	0.00 0.00 0.00	441.45 1,324.35 662.18	0.00 0.00 595.20
LT City of Escondido 172967MX6	CITIGROUP INC 255,000.00 USD	CORP LT NY	Y Y 0.00	255,000.00 0.00 0.00	0.00 0.00 0.00	255,000.00 0.00 0.00	0.00 1,042.31 0.00	0.00 0.00 0.00	416.93 1,250.78 625.39	0.00 0.00 625.39
LT City of Escondido 17327CAN3	CITIGROUP INC 245,000.00 USD	CORP LT NY	Y Y 0.00	245,000.00 0.00 0.00	0.00 0.00 0.00	245,000.00 0.00 0.00	0.00 904.62 0.00	0.00 0.00 0.00	2,138.20 0.00 1,233.58	0.00 0.00 1,233.58
LT City of Escondido 20030NCR0	COMCAST CORP 635,000.00 USD	CORP LT PA	Y Y 0.00	658,008.34 0.00 0.00	0.00 0.00 0.00	654,083.47 -3,924.87 0.00	0.00 10,833.81 0.00	0.00 0.00 0.00	4,960.06 11,747.50 5,873.75	0.00 0.00 1,948.88
LT City of Escondido 20772KEW5	CONNECTICUT ST 630,000.00 USD	MUNI LT CT	N Y 0.00	683,307.84 0.00 0.00	0.00 0.00 0.00	678,822.17 -4,485.67 0.00	0.00 1,048.04 0.00	0.00 0.00 0.00	6,943.27 0.00 5,895.23	0.00 0.00 1,409.56
LT City of Escondido 20772KJW0	CONNECTICUT ST 150,000.00 USD	MUNI LT CT	N Y 0.00	150,000.00 0.00 0.00	0.00 0.00 0.00	150,000.00 0.00 0.00	0.00 749.25 0.00	0.00 0.00 0.00	1,498.50 0.00 749.25	0.00 0.00 749.25
LT City of Escondido 24422EWA3	JOHN DEERE CAPITAL CORP 800,000.00 USD	CORP LT WI	Y Y 0.00	796,125.33 0.00 0.00	0.00 0.00 0.00	796,340.92 215.59 0.00	0.00 3,022.22 0.00	0.00 0.00 0.00	6,422.22 0.00 3,400.00	0.00 0.00 3,400.00

## GAAP GL Income Detail

City of Escondido (299155)

10/01/2022 - 12/30/2022

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General Ledger Grouping, Account, Identifier	Description, Factorized Units, Currency	Security Type, BS Class, State	State Tax, Fed Tax, Net Transfers	Beginning Book Value less Due, Acquired Book Value less Due, Transferred In Book Value less Due	Disposed Book Value, Transferred Out Book Value less Due, Impairment Loss	Ending Book Value less Due, Net Amortization/ Accretion, Miscellaneous Income	Miscellaneous Expense, Beginning Due & Accrued, Acquired Due & Accrued	Transferred In Due & Accrued, Disposed Due & Accrued, Transferred Out Due & Accrued	Ending Due & Accrued, Interest/Dividend Received, Interest/Dividend Income	Net Realized Gain/ Loss, Net Gain/Loss, Net Income
LT City of Escondido 254683CS2	DCENT 2022-2 A 715,000.00 USD	ABS LT ---	Y Y 0.00	714,947.60 0.00 0.00	0.00 0.00 0.00	714,952.13 4.53 0.00	0.00 1,055.02 0.00	0.00 0.00 0.00	1,055.02 5,934.51 5,934.51	0.00 0.00 5,939.04
LT City of Escondido 254687FK7	WALT DISNEY CO 845,000.00 USD	CORP LT CA	Y Y 0.00	843,707.72 0.00 0.00	0.00 0.00 0.00	843,861.65 153.94 0.00	0.00 1,273.37 0.00	0.00 0.00 0.00	4,929.17 0.00 3,655.80	0.00 0.00 3,809.73
LT City of Escondido 3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION 2,000,000.00 USD	AGCY BOND LT DC	Y Y 0.00	1,995,868.61 0.00 0.00	0.00 0.00 0.00	1,996,218.92 350.32 0.00	0.00 750.00 0.00	0.00 0.00 0.00	2,625.00 0.00 1,875.00	0.00 0.00 2,225.32
LT City of Escondido 3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 360,000.00 USD	AGCY BOND LT DC	Y Y 0.00	359,196.65 0.00 0.00	0.00 0.00 0.00	359,260.84 64.19 0.00	0.00 720.00 0.00	0.00 0.00 0.00	270.00 900.00 450.00	0.00 0.00 514.19
LT City of Escondido 3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 1,125,000.00 USD	AGCY BOND LT DC	Y Y 0.00	1,123,630.18 0.00 0.00	0.00 0.00 0.00	1,123,739.68 109.50 0.00	0.00 2,250.00 0.00	0.00 0.00 0.00	843.75 2,812.50 1,406.25	0.00 0.00 1,515.75
LT City of Escondido 3136AJB54	FNA 2014-M04 A2 294,123.45 USD	FNMA LT DC	Y Y 0.00	359,058.12 0.00 0.00	-59,247.27 0.00 0.00	297,840.07 -1,970.78 0.00	0.00 985.32 0.00	0.00 0.00 0.00	820.11 2,785.83 2,620.63	0.00 0.00 649.85
LT City of Escondido 3137BGK24	FHMS K-043 A2 665,000.00 USD	FHLMC LT VA	Y Y 0.00	679,824.16 0.00 0.00	0.00 0.00 0.00	678,002.11 -1,822.05 0.00	0.00 1,696.86 0.00	0.00 0.00 0.00	1,696.86 5,090.58 5,090.58	0.00 0.00 3,268.53
LT City of Escondido 3137BTU25	FHMS K-724 A2 0.00 USD	FHLMC LT VA	Y Y 0.00	381,211.98 0.00 0.00	-1,015.01 -378,679.75 0.00	0.00 -1,517.22 0.00	0.00 949.42 0.00	0.00 0.00 -1,705.56	0.00 949.42 1,705.55	0.00 0.00 188.34
LT City of Escondido 3137EAE0	FEDERAL HOME LOAN MORTGAGE CORP 790,000.00 USD	AGCY BOND LT VA	Y Y 0.00	801,055.15 0.00 0.00	0.00 0.00 0.00	799,909.77 -1,145.39 0.00	0.00 1,612.92 0.00	0.00 0.00 0.00	4,575.42 0.00 2,962.50	0.00 0.00 1,817.11
LT City of Escondido 3137EAEX3	FEDERAL HOME LOAN MORTGAGE CORP 1,150,000.00 USD	AGCY BOND LT VA	Y Y 0.00	1,147,932.38 0.00 0.00	0.00 0.00 0.00	1,148,105.97 173.58 0.00	0.00 95.83 0.00	0.00 0.00 0.00	1,173.96 0.00 1,078.13	0.00 0.00 1,251.71
LT City of Escondido 3137EAF2	FEDERAL HOME LOAN MORTGAGE CORP 0.00 USD	AGCY BOND LT VA	Y Y 0.00	299,883.45 0.00 0.00	0.00 -299,900.76 0.00	0.00 17.32 0.00	0.00 243.75 0.00	0.00 0.00 -375.00	0.00 0.00 131.25	0.00 0.00 148.57
LT City of Escondido 3137FBTA4	FHMS K-728 A2 852,780.21 USD	FHLMC CMO LT VA	Y Y 0.00	857,156.00 0.00 0.00	-3,676.84 0.00 0.00	853,145.49 -333.67 0.00	0.00 2,186.82 0.00	0.00 0.00 0.00	2,177.43 6,551.09 6,541.70	0.00 0.00 6,208.03
LT City of Escondido 3137FQ3V3	FHMS K-J27 A1 0.00 USD	FHLMC LT VA	Y Y 0.00	2,594.11 0.00 0.00	-2,597.04 0.00 0.00	0.00 2.93 0.00	0.00 4.53 0.00	0.00 0.00 0.00	0.00 8.71 4.18	0.00 0.00 7.11
LT City of Escondido 341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV 400,000.00 USD	MUNI LT FL	N Y 0.00	400,000.00 0.00 0.00	0.00 0.00 0.00	400,000.00 0.00 0.00	0.00 1,258.00 0.00	0.00 0.00 0.00	2,516.00 0.00 1,258.00	0.00 0.00 1,258.00
LT City of Escondido 341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV 155,000.00 USD	MUNI LT FL	N Y 0.00	155,631.43 0.00 0.00	0.00 0.00 0.00	155,575.50 -55.93 0.00	0.00 487.48 0.00	0.00 0.00 0.00	974.95 0.00 487.48	0.00 0.00 431.55
LT City of Escondido 341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV 150,000.00 USD	MUNI LT FL	N Y 0.00	150,573.07 0.00 0.00	0.00 0.00 0.00	150,522.32 -50.75 0.00	0.00 471.75 0.00	0.00 0.00 0.00	943.50 0.00 471.75	0.00 0.00 421.00
LT City of Escondido 345286AC2	FORDO 2022-A A3 255,000.00 USD	ABS LT DE	Y Y 0.00	254,978.41 0.00 0.00	0.00 0.00 0.00	254,981.56 3.14 0.00	0.00 146.20 0.00	0.00 0.00 0.00	146.20 822.39 822.39	0.00 0.00 825.53
LT City of Escondido 362590AC5	GMCAR 2020-3 A3 139,096.23 USD	ABS LT TX	Y Y 0.00	178,205.40 0.00 0.00	-39,121.04 0.00 0.00	139,088.45 4.08 0.00	0.00 33.42 0.00	0.00 0.00 0.00	26.08 185.20 177.86	0.00 0.00 181.95
LT City of Escondido 36262XAD6	GMALT 2021-3 A4 225,000.00 USD	ABS LT DE	Y Y 0.00	224,995.83 0.00 0.00	0.00 0.00 0.00	224,994.06 -1.77 0.00	0.00 34.38 0.00	0.00 0.00 0.00	34.38 281.25 281.25	0.00 0.00 279.48
LT City of Escondido 369550BG2	GENERAL DYNAMICS CORP 700,000.00 USD	CORP LT VA	Y Y 0.00	744,606.37 0.00 0.00	0.00 0.00 0.00	740,120.30 -4,486.08 0.00	0.00 9,255.56 0.00	0.00 0.00 0.00	3,130.56 12,250.00 6,125.00	0.00 0.00 0.00

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LT City of Escondido 380146AC4	GMCAR 2022-1 A3 285,000.00 USD	ABS LT DE	Y Y 0.00	284,982.07 0.00 0.00	0.00 0.00 0.00	284,984.51 2.44 0.00	0.00 149.63 0.00	0.00 0.00 0.00	149.63 897.75 897.75	0.00 0.00 900.19
LT City of Escondido 38141GXS8	GOLDMAN SACHS GROUP INC 650,000.00 USD	CORP LT NY	Y Y 0.00	650,858.75 0.00 0.00	0.00 0.00 0.00	650,769.68 -89.07 0.00	0.00 756.44 0.00	0.00 0.00 0.00	2,145.81 0.00 1,389.38	0.00 0.00 1,300.31
LT City of Escondido 38141GZH0	GOLDMAN SACHS GROUP INC 400,000.00 USD	CORP LT NY	Y Y 0.00	400,000.00 0.00 0.00	0.00 0.00 0.00	400,000.00 0.00 0.00	0.00 1,307.99 0.00	0.00 0.00 0.00	3,064.99 0.00 1,757.00	0.00 0.00 1,757.00
LT City of Escondido 437076CM2	HOME DEPOT INC 105,000.00 USD	CORP LT GA	Y Y 0.00	104,848.07 0.00 0.00	0.00 0.00 0.00	104,862.78 14.71 0.00	0.00 1,441.13 0.00	0.00 0.00 0.00	598.50 1,551.38 708.75	0.00 0.00 723.46
LT City of Escondido 43815EAC8	HAROT 2021-3 A3 305,000.00 USD	ABS LT CA	Y Y 0.00	304,997.60 0.00 0.00	0.00 0.00 0.00	304,998.04 0.45 0.00	0.00 45.16 0.00	0.00 0.00 0.00	45.16 312.63 312.63	0.00 0.00 313.08
LT City of Escondido 43815GAC3	HAROT 2021-4 A3 285,000.00 USD	ABS LT CA	Y Y 0.00	284,960.93 0.00 0.00	0.00 0.00 0.00	284,966.86 5.93 0.00	0.00 69.67 0.00	0.00 0.00 0.00	69.67 627.00 627.00	0.00 0.00 632.93
LT City of Escondido 438516CE4	HONEYWELL INTERNATIONAL INC 700,000.00 USD	CORP LT NC	Y Y 0.00	670,962.01 0.00 0.00	0.00 0.00 0.00	672,545.54 1,583.53 0.00	0.00 641.67 0.00	0.00 0.00 0.00	2,566.67 0.00 1,925.00	0.00 0.00 3,508.53
LT City of Escondido 44891TAD8	HALST 2021-A A4 140,000.00 USD	ABS LT DE	Y Y 0.00	139,997.12 0.00 0.00	0.00 0.00 0.00	139,998.25 1.13 0.00	0.00 26.13 0.00	0.00 0.00 0.00	26.13 147.00 147.00	0.00 0.00 148.13
LT City of Escondido 448977AD0	HART 2022-A A3 720,000.00 USD	ABS LT DE	Y Y 0.00	719,978.12 0.00 0.00	0.00 0.00 0.00	719,980.84 2.72 0.00	0.00 710.40 0.00	0.00 0.00 0.00	710.40 3,996.00 3,996.00	0.00 0.00 3,998.72
LT City of Escondido 44933LAC7	HART 2021-A A3 205,567.74 USD	ABS LT DE	Y Y 0.00	219,990.89 0.00 0.00	-14,432.26 0.00 0.00	205,560.76 2.13 0.00	0.00 37.16 0.00	0.00 0.00 0.00	34.72 208.52 206.08	0.00 0.00 208.21
LT City of Escondido 4581X0DK1	INTER-AMERICAN DEVELOPMENT BANK 835,000.00 USD	SUPRANATIONA L LT DC	Y Y 0.00	860,956.85 0.00 0.00	0.00 0.00 0.00	858,309.67 -2,647.18 0.00	0.00 690.03 0.00	0.00 0.00 0.00	4,343.16 0.00 3,653.13	0.00 0.00 1,005.95
LT City of Escondido 4581X0DZ8	INTER-AMERICAN DEVELOPMENT BANK 1,530,000.00 USD	SUPRANATIONA L LT DC	Y Y 0.00	1,529,252.38 0.00 0.00	0.00 0.00 0.00	1,529,347.02 94.64 0.00	0.00 170.00 0.00	0.00 0.00 0.00	2,082.50 0.00 1,912.50	0.00 0.00 2,007.14
LT City of Escondido 459058JM6	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 0.00 USD	SUPRANATIONA L LT DC	Y Y 0.00	664,452.08 0.00 0.00	0.00 -664,522.05 0.00	0.00 69.97 0.00	0.00 586.49 0.00	0.00 0.00 -831.25	0.00 0.00 244.76	0.00 0.00 314.72
LT City of Escondido 459200KM2	INTERNATIONAL BUSINESS MACHINES CORP 1,000,000.00 USD	CORP LT NY	Y Y 0.00	989,103.16 0.00 0.00	0.00 0.00 0.00	989,690.94 587.78 0.00	0.00 3,177.78 0.00	0.00 0.00 0.00	8,677.78 0.00 5,500.00	0.00 0.00 6,087.78
LT City of Escondido 46647PBH8	JPMORGAN CHASE & CO 750,000.00 USD	CORP LT NY	Y Y 0.00	765,084.56 0.00 0.00	0.00 0.00 0.00	763,555.35 -1,529.21 0.00	0.00 751.88 0.00	0.00 0.00 0.00	4,511.25 0.00 3,759.38	0.00 0.00 2,230.16
LT City of Escondido 46647PCH7	JPMORGAN CHASE & CO 585,000.00 USD	CORP LT NY	Y Y 0.00	585,000.00 0.00 0.00	0.00 0.00 0.00	585,000.00 0.00 0.00	0.00 1,606.80 0.00	0.00 0.00 0.00	401.70 2,410.20 1,205.10	0.00 0.00 1,205.10
LT City of Escondido 50117TAC5	KCOT 2021-1 A3 155,000.00 USD	ABS LT ---	Y Y 0.00	154,985.45 0.00 0.00	0.00 0.00 0.00	154,988.31 2.85 0.00	0.00 42.71 0.00	0.00 0.00 0.00	42.71 240.24 240.24	0.00 0.00 243.09
LT City of Escondido 50117XAE2	KCOT 212 A3 370,000.00 USD	ABS LT ---	Y Y 0.00	369,992.27 0.00 0.00	0.00 0.00 0.00	369,993.55 1.27 0.00	0.00 92.09 0.00	0.00 0.00 0.00	92.09 518.01 518.01	0.00 0.00 519.28
LT City of Escondido 54438CYK2	LOS ANGELES CALIF CMNTY COLLEGE DIST 410,000.00 USD	MUNI LT CA	N Y 0.00	410,000.00 0.00 0.00	0.00 0.00 0.00	410,000.00 0.00 0.00	0.00 528.22 0.00	0.00 0.00 0.00	1,320.54 0.00 792.33	0.00 0.00 792.33

## GAAP GL Income Detail

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LT City of Escondido 544647FC9	LOS ANGELES CALIF UNI SCH DIST 310,000.00 USD	MUNI LT CA	N Y 0.00	310,000.00 0.00 0.00	0.00 0.00 0.00	310,000.00 0.00 0.00	0.00 1,127.63 0.00	0.00 0.00 0.00	2,255.25 0.00 1,127.63	0.00 0.00 1,127.63
LT City of Escondido 574193TQ1	MARYLAND ST 375,000.00 USD	MUNI LT MD	N Y 0.00	374,951.85 0.00 0.00	0.00 0.00 0.00	374,958.32 6.46 0.00	0.00 318.75 0.00	0.00 0.00 0.00	796.88 0.00 478.13	0.00 0.00 484.59
LT City of Escondido 58769EAC2	MBALT 2020-B A3 0.00 USD	ABS LT MI	Y Y 0.00	45,543.71 0.00 0.00	-9,378.81 -36,165.00 0.00	0.00 0.10 0.00	0.00 8.10 0.00	0.00 0.00 -12.05	0.00 15.18 19.14	0.00 0.00 19.24
LT City of Escondido 60412AVJ9	MINNESOTA ST 275,000.00 USD	MUNI LT MN	Y Y 0.00	275,000.00 0.00 0.00	0.00 0.00 0.00	275,000.00 0.00 0.00	0.00 288.75 0.00	0.00 0.00 0.00	721.88 0.00 433.13	0.00 0.00 433.13
LT City of Escondido 605581MZ7	MISSISSIPPI ST 120,000.00 USD	MUNI LT MS	N Y 0.00	120,000.00 0.00 0.00	0.00 0.00 0.00	120,000.00 0.00 0.00	0.00 282.50 0.00	0.00 0.00 0.00	113.00 339.00 169.50	0.00 0.00 169.50
LT City of Escondido 61746BDQ6	MORGAN STANLEY 745,000.00 USD	CORP LT NY	Y Y 0.00	759,498.52 0.00 0.00	0.00 0.00 0.00	757,239.20 -2,259.31 0.00	0.00 12,189.03 0.00	0.00 0.00 0.00	4,971.84 14,434.38 7,217.19	0.00 0.00 4,957.88
LT City of Escondido 61747YEM3	MORGAN STANLEY 310,000.00 USD	CORP LT NY	Y Y 0.00	310,000.00 0.00 0.00	0.00 0.00 0.00	310,000.00 0.00 0.00	0.00 973.83 0.00	0.00 0.00 0.00	3,012.08 0.00 2,038.25	0.00 0.00 2,038.25
LT City of Escondido 63743HFE7	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 220,000.00 USD	CORP LT VA	Y Y 0.00	219,952.91 0.00 0.00	0.00 0.00 0.00	219,959.76 6.85 0.00	0.00 3,099.25 0.00	0.00 0.00 0.00	337.33 4,659.42 1,897.50	0.00 0.00 1,904.35
LT City of Escondido 650036DT0	NEW YORK ST URBAN DEV CORP REV 945,000.00 USD	MUNI LT NY	N Y 0.00	945,000.00 0.00 0.00	0.00 0.00 0.00	945,000.00 0.00 0.00	0.00 365.40 0.00	0.00 0.00 0.00	2,420.78 0.00 2,055.38	0.00 0.00 2,055.38
LT City of Escondido 65480EAD3	NALT 2020-B A3 0.00 USD	ABS LT TN	Y Y 0.00	64,285.79 0.00 0.00	-24,730.09 -39,555.88 0.00	0.00 0.18 0.00	0.00 12.29 0.00	0.00 0.00 -23.51	0.00 0.00 11.23	0.00 0.00 11.41
LT City of Escondido 665859AW4	NORTHERN TRUST CORP 670,000.00 USD	CORP LT IL	Y Y 0.00	676,007.07 0.00 0.00	0.00 0.00 0.00	675,702.59 -304.48 0.00	0.00 10,496.67 0.00	0.00 0.00 0.00	3,796.67 13,400.00 6,700.00	0.00 0.00 6,395.52
LT City of Escondido 693475AY1	PNC FINANCIAL SERVICES GROUP INC 600,000.00 USD	CORP LT PA	Y Y 0.00	599,916.65 0.00 0.00	0.00 0.00 0.00	599,926.46 9.81 0.00	0.00 5,500.00 0.00	0.00 0.00 0.00	2,200.00 6,600.00 3,300.00	0.00 0.00 3,309.81
LT City of Escondido 697511FB4	PALOMAR CALIF CMNTY COLLEGE DIST 440,000.00 USD	MUNI LT CA	N Y 0.00	440,000.00 0.00 0.00	0.00 0.00 0.00	440,000.00 0.00 0.00	0.00 582.27 0.00	0.00 0.00 0.00	1,455.67 0.00 873.40	0.00 0.00 873.40
LT City of Escondido 771196BT8	ROCHE HOLDINGS INC 1,295,000.00 USD	CORP LT CA	Y Y 0.00	1,295,000.00 0.00 0.00	0.00 0.00 0.00	1,295,000.00 0.00 0.00	0.00 1,610.55 0.00	0.00 0.00 0.00	8,512.90 0.00 6,902.35	0.00 0.00 6,902.35
LT City of Escondido 797272QP9	SAN DIEGO CALIF CMNTY COLLEGE DIST 245,000.00 USD	MUNI LT CA	N Y 0.00	245,000.00 0.00 0.00	0.00 0.00 0.00	245,000.00 0.00 0.00	0.00 835.45 0.00	0.00 0.00 0.00	2,088.63 0.00 1,253.17	0.00 0.00 1,253.17
LT City of Escondido 797412DM2	SAN DIEGO CNTY CALIF WTR AUTH WTR REV 480,000.00 USD	MUNI LT CA	N Y 0.00	480,000.00 0.00 0.00	0.00 0.00 0.00	480,000.00 0.00 0.00	0.00 1,486.00 0.00	0.00 0.00 0.00	594.40 1,783.20 891.60	0.00 0.00 891.60
LT City of Escondido 798306WN2	SAN JUAN CALIF UNI SCH DIST 415,000.00 USD	MUNI LT CA	N Y 0.00	415,000.00 0.00 0.00	0.00 0.00 0.00	415,000.00 0.00 0.00	0.00 485.55 0.00	0.00 0.00 0.00	1,213.88 0.00 728.33	0.00 0.00 728.33
LT City of Escondido 799408ZB5	SAN RAMON VALLEY CALIF UNI SCH DIST 405,000.00 USD	MUNI LT CA	N Y 0.00	405,000.00 0.00 0.00	0.00 0.00 0.00	405,000.00 0.00 0.00	0.00 499.50 0.00	0.00 0.00 0.00	1,248.75 0.00 749.25	0.00 0.00 749.25
LT City of Escondido 808513AY1	CHARLES SCHWAB CORP 815,000.00 USD	CORP LT TX	Y Y 0.00	822,896.93 0.00 0.00	0.00 0.00 0.00	821,360.64 -1,536.29 0.00	0.00 4,822.08 0.00	0.00 0.00 0.00	12,055.21 0.00 7,233.13	0.00 0.00 5,696.83
LT City of Escondido 87612EBM7	TARGET CORP 180,000.00 USD	CORP LT MN	Y Y 0.00	179,736.60 0.00 0.00	0.00 0.00 0.00	179,751.17 14.57 0.00	0.00 741.00 0.00	0.00 0.00 0.00	1,618.50 0.00 877.50	0.00 0.00 892.07

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LT City of Escondido 87612EBM7	TARGET CORP 650,000.00 USD	CORP LT MN	Y Y 0.00	651,236.97 0.00 0.00	0.00 0.00 0.00	651,167.25 -69.71 0.00	0.00 2,675.83 0.00	0.00 0.00 0.00	5,844.58 0.00 3,168.75	0.00 0.00 3,099.04
LT City of Escondido 892361DK8	TOYOTA MOTOR CREDIT CORP 0.00 USD	CORP LT TX	Y Y 0.00	1,094,945.36 0.00 0.00	0.00 -1,094,729.22 0.00	0.00 -216.14 0.00	0.00 11,104.38 0.00	0.00 0.00 -12,262.50	0.00 0.00 1,158.13	0.00 0.00 941.99
LT City of Escondido 89237VAB5	TAOT 2020-C A3 107,042.71 USD	ABS LT DE	Y Y 0.00	148,106.08 0.00 0.00	-41,065.97 0.00 0.00	107,041.21 1.09 0.00	0.00 28.96 0.00	0.00 0.00 0.00	20.93 147.44 139.41	0.00 0.00 140.50
LT City of Escondido 89238EAC0	TLOT 2021-A A3 186,275.97 USD	ABS LT TX	Y Y 0.00	234,993.71 0.00 0.00	-48,724.03 0.00 0.00	179,499.84 -6,769.83 0.00	0.00 28.00 0.00	0.00 0.00 0.00	22.20 221.51 215.70	0.00 0.00 -6,554.13
LT City of Escondido 904764BN6	UNILEVER CAPITAL CORP 160,000.00 USD	CORP LT NJ	Y Y 0.00	160,000.00 0.00 0.00	0.00 0.00 0.00	160,000.00 0.00 0.00	0.00 136.33 0.00	0.00 0.00 0.00	386.73 0.00 250.40	0.00 0.00 250.40
LT City of Escondido 91159HHX1	US BANCORP 845,000.00 USD	CORP LT MN	Y Y 0.00	844,735.85 0.00 0.00	0.00 0.00 0.00	844,770.86 35.02 0.00	0.00 3,436.33 0.00	0.00 0.00 0.00	8,450.00 0.00 5,013.67	0.00 0.00 5,048.68
LT City of Escondido 9128282A7	UNITED STATES TREASURY 1,900,000.00 USD	US GOV LT DC	N Y 0.00	1,795,373.49 0.00 0.00	0.00 0.00 0.00	1,801,699.21 6,325.72 0.00	0.00 3,639.95 0.00	0.00 0.00 0.00	10,687.50 0.00 7,047.55	0.00 0.00 13,373.27
LT City of Escondido 9128282Y5	UNITED STATES TREASURY 795,000.00 USD	US GOV LT DC	N Y 0.00	801,796.86 0.00 0.00	0.00 0.00 0.00	800,956.79 -840.07 0.00	0.00 46.41 0.00	0.00 0.00 0.00	4,269.85 0.00 4,223.44	0.00 0.00 3,383.37
LT City of Escondido 9128283J7	UNITED STATES TREASURY 1,480,000.00 USD	US GOV LT DC	N Y 0.00	1,494,232.92 0.00 0.00	0.00 0.00 0.00	1,492,621.20 -1,611.72 0.00	0.00 10,569.26 0.00	0.00 0.00 0.00	2,678.43 15,725.00 7,834.17	0.00 0.00 6,222.45
LT City of Escondido 9128283V0	UNITED STATES TREASURY 280,000.00 USD	US GOV LT DC	N Y 0.00	287,181.30 0.00 0.00	0.00 0.00 0.00	286,430.81 -750.49 0.00	0.00 1,179.35 0.00	0.00 0.00 0.00	2,910.33 0.00 1,730.98	0.00 0.00 980.49
LT City of Escondido 912828D56	UNITED STATES TREASURY 575,000.00 USD	US GOV LT DC	N Y 0.00	582,938.55 0.00 0.00	0.00 0.00 0.00	581,903.60 -1,034.96 0.00	0.00 1,744.14 0.00	0.00 0.00 0.00	5,121.09 0.00 3,376.95	0.00 0.00 2,342.00
LT City of Escondido 912828V80	UNITED STATES TREASURY 600,000.00 USD	US GOV LT DC	N Y 0.00	599,682.57 0.00 0.00	0.00 0.00 0.00	599,740.77 58.20 0.00	0.00 2,274.46 0.00	0.00 0.00 0.00	5,612.77 0.00 3,338.32	0.00 0.00 3,396.51
LT City of Escondido 912828V98	UNITED STATES TREASURY 1,160,000.00 USD	US GOV LT DC	N Y 0.00	1,127,330.62 0.00 0.00	0.00 0.00 0.00	1,129,069.34 1,738.72 0.00	0.00 3,333.42 0.00	0.00 0.00 0.00	9,787.50 0.00 6,454.08	0.00 0.00 8,192.79
LT City of Escondido 912828W48	UNITED STATES TREASURY 95,000.00 USD	US GOV LT DC	N Y 0.00	94,753.33 0.00 0.00	0.00 0.00 0.00	94,796.64 43.31 0.00	0.00 172.88 0.00	0.00 0.00 0.00	680.35 0.00 507.48	0.00 0.00 550.78
LT City of Escondido 912828W71	UNITED STATES TREASURY 2,650,000.00 USD	US GOV LT DC	N Y 0.00	2,720,753.48 0.00 0.00	0.00 0.00 0.00	2,708,959.45 -11,794.04 0.00	0.00 154.70 0.00	0.00 0.00 0.00	14,232.83 0.00 14,078.13	0.00 0.00 2,284.09
LT City of Escondido 912828W71	UNITED STATES TREASURY 1,420,000.00 USD	US GOV LT DC	N Y 0.00	1,443,904.77 0.00 0.00	0.00 0.00 0.00	1,439,933.05 -3,971.72 0.00	0.00 82.90 0.00	0.00 0.00 0.00	7,626.65 0.00 7,543.75	0.00 0.00 3,572.03
LT City of Escondido 912828XX3	UNITED STATES TREASURY 1,225,000.00 USD	US GOV LT DC	N Y 0.00	1,229,629.30 0.00 0.00	0.00 0.00 0.00	1,228,984.06 -645.24 0.00	0.00 6,191.58 0.00	0.00 0.00 0.00	12,250.00 0.00 6,058.42	0.00 0.00 5,413.18
LT City of Escondido 912828Y87	UNITED STATES TREASURY 740,000.00 USD	US GOV LT DC	N Y 0.00	741,020.15 0.00 0.00	0.00 0.00 0.00	740,884.29 -135.86 0.00	0.00 2,181.79 0.00	0.00 0.00 0.00	5,384.10 0.00 3,202.31	0.00 0.00 3,066.45
LT City of Escondido 912828YM6	UNITED STATES TREASURY 635,000.00 USD	US GOV LT DC	N Y 0.00	651,079.74 0.00 0.00	0.00 0.00 0.00	649,152.91 -1,926.83 0.00	0.00 3,986.01 0.00	0.00 0.00 0.00	1,605.04 4,762.50 2,381.54	0.00 0.00 454.71
LT City of Escondido 912828ZL7	UNITED STATES TREASURY 3,375,000.00 USD	US GOV LT DC	N Y 0.00	3,311,976.91 0.00 0.00	0.00 0.00 0.00	3,318,000.08 6,023.17 0.00	0.00 5,296.37 0.00	0.00 0.00 0.00	2,132.68 6,328.13 3,164.45	0.00 0.00 9,187.62
LT City of Escondido 912828ZT0	UNITED STATES TREASURY 2,000,000.00 USD	US GOV LT DC	N Y 0.00	1,962,444.22 0.00 0.00	0.00 0.00 0.00	1,965,914.30 3,470.08 0.00	0.00 1,680.33 0.00	0.00 0.00 0.00	425.82 2,500.00 1,245.50	0.00 0.00 0.00

## GAAP GL Income Detail

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General Ledger Grouping, Account, Identifier	Description, Factorized Units, Currency	Security Type, BS Class, State	State Tax, Fed Tax, Net Transfers	Beginning Book Value less Due, Acquired Book Value less Due, Transferred In Book Value less Due	Disposed Book Value, Transferred Out Book Value less Due, Impairment Loss	Ending Book Value less Due, Net Amortization/ Accretion, Miscellaneous Income	Miscellaneous Expense, Beginning Due & Accrued, Acquired Due & Accrued	Transferred In Due & Accrued, Disposed Due & Accrued, Transferred Out Due & Accrued	Ending Due & Accrued, Interest/Dividend Received, Interest/Dividend Income	Net Realized Gain/ Loss, Net Gain/Loss, Net Income
LT City of Escondido 91282CAB7	UNITED STATES TREASURY 2,380,000.00 USD	US GOV LT DC	N Y 0.00	2,350,829.59 0.00 0.00	0.00 0.00 0.00	2,353,354.00 2,524.41 0.00	0.00 1,002.45 0.00	0.00 0.00 0.00	2,473.78 0.00 1,471.33	0.00 0.00 3,995.74
LT City of Escondido 91282CAM3	UNITED STATES TREASURY 620,000.00 USD	US GOV LT DC	N Y 0.00	613,056.73 0.00 0.00	0.00 0.00 0.00	613,631.33 574.60 0.00	0.00 4.26 0.00	0.00 0.00 0.00	391.76 0.00 387.50	0.00 0.00 962.10
LT City of Escondido 91282CBC4	UNITED STATES TREASURY 1,200,000.00 USD	US GOV LT DC	N Y 0.00	1,198,292.23 0.00 0.00	0.00 0.00 0.00	1,198,421.40 129.17 0.00	0.00 1,137.23 0.00	0.00 0.00 0.00	2,250.00 0.00 1,112.77	0.00 0.00 1,241.94
LT City of Escondido 91282CBH3	UNITED STATES TREASURY 800,000.00 USD	US GOV LT DC	N Y 0.00	788,021.25 0.00 0.00	0.00 0.00 0.00	788,898.79 877.54 0.00	0.00 505.43 0.00	0.00 0.00 0.00	1,247.28 0.00 741.85	0.00 0.00 1,619.39
LT City of Escondido 91282CBH3	UNITED STATES TREASURY 1,280,000.00 USD	US GOV LT DC	N Y 0.00	1,262,026.19 0.00 0.00	0.00 0.00 0.00	1,263,343.51 1,317.33 0.00	0.00 808.70 0.00	0.00 0.00 0.00	1,995.65 0.00 1,186.96	0.00 0.00 2,504.28
LT City of Escondido 91282CBH3	UNITED STATES TREASURY 1,000,000.00 USD	US GOV LT DC	N Y 0.00	989,742.28 0.00 0.00	0.00 0.00 0.00	990,495.46 753.18 0.00	0.00 631.79 0.00	0.00 0.00 0.00	1,559.10 0.00 927.31	0.00 0.00 1,680.49
LT City of Escondido 91282CBH3	UNITED STATES TREASURY 645,000.00 USD	US GOV LT DC	N Y 0.00	638,274.73 0.00 0.00	0.00 0.00 0.00	638,768.50 493.77 0.00	0.00 407.51 0.00	0.00 0.00 0.00	1,005.62 0.00 598.11	0.00 0.00 1,091.88
LT City of Escondido 91282CBH3	UNITED STATES TREASURY 1,600,000.00 USD	US GOV LT DC	N Y 0.00	1,561,031.39 0.00 0.00	0.00 0.00 0.00	1,563,873.13 2,841.74 0.00	0.00 1,010.87 0.00	0.00 0.00 0.00	2,494.57 0.00 1,483.70	0.00 0.00 4,325.43
LT City of Escondido 91282CBQ3	UNITED STATES TREASURY 400,000.00 USD	US GOV LT DC	N Y 0.00	394,669.32 0.00 0.00	0.00 0.00 0.00	395,056.41 387.09 0.00	0.00 171.27 0.00	0.00 0.00 0.00	674.03 0.00 502.76	0.00 0.00 889.85
LT City of Escondido 91282CBQ3	UNITED STATES TREASURY 3,000,000.00 USD	US GOV LT DC	N Y 0.00	2,939,251.69 0.00 0.00	0.00 0.00 0.00	2,943,648.79 4,397.10 0.00	0.00 1,284.53 0.00	0.00 0.00 0.00	5,055.25 0.00 3,770.72	0.00 0.00 8,167.82
LT City of Escondido 91282CBT7	UNITED STATES TREASURY 2,000,000.00 USD	US GOV LT DC	N Y 0.00	1,993,650.64 0.00 0.00	0.00 0.00 0.00	1,994,098.82 448.17 0.00	0.00 41.21 0.00	0.00 0.00 0.00	3,791.21 0.00 3,750.00	0.00 0.00 4,198.17
LT City of Escondido 91282CBV2	UNITED STATES TREASURY 4,350,000.00 USD	US GOV LT DC	N Y 0.00	4,330,544.08 0.00 0.00	0.00 0.00 0.00	4,333,691.96 3,147.89 0.00	0.00 7,532.27 0.00	0.00 0.00 0.00	3,450.72 8,156.25 4,074.70	0.00 0.00 7,222.58
LT City of Escondido 91282CCF6	UNITED STATES TREASURY 1,680,000.00 USD	US GOV LT DC	N Y 0.00	1,677,298.16 0.00 0.00	0.00 0.00 0.00	1,677,479.32 181.17 0.00	0.00 4,234.43 0.00	0.00 0.00 0.00	1,073.08 6,300.00 3,138.65	0.00 0.00 3,319.82
LT City of Escondido 91282CCF6	UNITED STATES TREASURY 2,400,000.00 USD	US GOV LT DC	N Y 0.00	2,298,061.25 0.00 0.00	0.00 0.00 0.00	2,304,759.51 6,698.26 0.00	0.00 6,049.18 0.00	0.00 0.00 0.00	1,532.97 9,000.00 4,483.79	0.00 0.00 11,182.04
LT City of Escondido 91282CCJ8	UNITED STATES TREASURY 360,000.00 USD	US GOV LT DC	N Y 0.00	337,498.69 0.00 0.00	0.00 0.00 0.00	338,912.03 1,413.34 0.00	0.00 796.06 0.00	0.00 0.00 0.00	1,575.00 0.00 778.94	0.00 0.00 2,192.28
LT City of Escondido 91282CCJ8	UNITED STATES TREASURY 2,050,000.00 USD	US GOV LT DC	N Y 0.00	2,065,929.50 0.00 0.00	0.00 0.00 0.00	2,064,891.29 -1,038.21 0.00	0.00 4,533.12 0.00	0.00 0.00 0.00	8,968.75 0.00 4,435.63	0.00 0.00 3,397.42
LT City of Escondido 91282CDD0	UNITED STATES TREASURY 0.00 USD	US GOV LT DC	N Y 0.00	2,346,397.81 0.00 0.00	0.00 0.00 0.00	2,346,668.37 270.56 0.00	0.00 3,687.84 0.00	0.00 0.00 -4,406.25	0.00 0.00 718.41	0.00 0.00 988.97
LT City of Escondido 91282CDG3	UNITED STATES TREASURY 5,000,000.00 USD	US GOV LT DC	N Y 0.00	4,987,124.91 0.00 0.00	0.00 0.00 0.00	4,987,895.36 770.45 0.00	0.00 23,539.40 0.00	0.00 0.00 0.00	9,478.59 28,125.00 14,064.19	0.00 0.00 14,834.64
LT City of Escondido 91282CDG3	UNITED STATES TREASURY 400,000.00 USD	US GOV LT DC	N Y 0.00	387,666.03 0.00 0.00	0.00 0.00 0.00	388,394.11 728.08 0.00	0.00 1,883.15 0.00	0.00 0.00 0.00	758.29 2,250.00 1,125.14	0.00 0.00 1,853.21
LT City of Escondido 91282CDG3	UNITED STATES TREASURY 500,000.00 USD	US GOV LT DC	N Y 0.00	498,094.14 0.00 0.00	0.00 0.00 0.00	498,208.12 113.98 0.00	0.00 2,353.94 0.00	0.00 0.00 0.00	947.86 2,812.50 1,406.42	0.00 0.00 1,520.40
LT City of Escondido 91282CDH1	UNITED STATES TREASURY 5,000,000.00 USD	US GOV LT DC	N Y 0.00	4,993,903.06 0.00 0.00	0.00 0.00 0.00	4,994,614.09 711.03 0.00	0.00 14,164.40 0.00	0.00 0.00 0.00	4,765.19 18,750.00 9,350.79	0.00 0.00 0.00

### GAAP GL Income Detail

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LT City of Escondido 91282CDZ1	UNITED STATES TREASURY 1,175,000.00 USD	US GOV LT DC	N Y 0.00	1,136,711.42 0.00 0.00	0.00 0.00 0.00	1,140,581.20 3,869.78 0.00	0.00 2,251.02 0.00	0.00 0.00 0.00	6,609.38 0.00 4,358.36	0.00 0.00 8,228.14
LT City of Escondido 91282CER8	UNITED STATES TREASURY 800,000.00 USD	US GOV LT DC	N Y 0.00	798,053.90 0.00 0.00	0.00 0.00 0.00	798,340.31 286.41 0.00	0.00 6,721.31 0.00	0.00 0.00 0.00	1,703.30 10,000.00 4,981.99	0.00 0.00 5,268.39
LT City of Escondido 91324PEG3	UNITEDHEALTH GROUP INC 200,000.00 USD	CORP LT MN	Y Y 0.00	199,898.63 0.00 0.00	0.00 0.00 0.00	199,903.45 4.82 0.00	0.00 2,692.78 0.00	0.00 0.00 0.00	945.56 3,597.22 1,850.00	0.00 0.00 1,854.82
LT City of Escondido 91324PEG3	UNITEDHEALTH GROUP INC 440,000.00 USD	CORP LT MN	Y Y 0.00	443,375.53 0.00 0.00	0.00 0.00 0.00	443,204.75 -170.78 0.00	0.00 5,924.11 0.00	0.00 0.00 0.00	2,080.22 7,913.89 4,070.00	0.00 0.00 3,899.22
LT City of Escondido 91412HGE7	UNIVERSITY CALIF REVS 375,000.00 USD	MUNI LT CA	N Y 0.00	375,000.00 0.00 0.00	0.00 0.00 0.00	375,000.00 0.00 0.00	0.00 1,250.92 0.00	0.00 0.00 0.00	423.10 1,655.63 827.82	0.00 0.00 827.82
LT City of Escondido 923040GU7	VENTURA CNTY CALIF CMNTY COLLEGE DIST 490,000.00 USD	MUNI LT CA	N Y 0.00	490,000.00 0.00 0.00	0.00 0.00 0.00	490,000.00 0.00 0.00	0.00 1,470.00 0.00	0.00 0.00 0.00	3,675.00 0.00 2,205.00	0.00 0.00 2,205.00
LT City of Escondido 977123X60	WISCONSIN ST TRANSN REV 640,000.00 USD	MUNI LT WI	Y Y 0.00	640,000.00 0.00 0.00	0.00 0.00 0.00	640,000.00 0.00 0.00	0.00 998.40 0.00	0.00 0.00 0.00	1,996.80 0.00 998.40	0.00 0.00 998.40
LT City of Escondido 98163KAC6	WOART 2021-D A3 350,000.00 USD	ABS LT DE	Y Y 0.00	349,969.33 0.00 0.00	0.00 0.00 0.00	349,974.04 4.71 0.00	0.00 126.00 0.00	0.00 0.00 0.00	126.00 708.75 708.75	0.00 0.00 713.46
<b>LT City of Escondido ---</b>	<b>103,780,474.99 USD</b>	<b>---</b> <b>LT</b> <b>---</b>	<b>---</b> <b>Y</b> <b>0.00</b>	<b>111,100,048.45 0.00 0.00</b>	<b>-298,909.33 -7,291,859.56 0.00</b>	<b>103,495,522.10 -13,757.46 0.00</b>	<b>0.00 338,797.52 0.00</b>	<b>0.00 0.00 -63,453.62</b>	<b>357,929.15 278,816.73 361,401.99</b>	<b>0.00 0.00 347,644.53</b>

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General Ledger Grouping, Account, Identifier	Description, Factorized Units, Currency	Security Type, BS Class, State	State Tax, Fed Tax, Net Transfers	Beginning Book Value less Due, Acquired Book Value less Due, Transferred In Book Value less Due	Disposed Book Value, Transferred Out Book Value less Due, Impairment Loss	Ending Book Value less Due, Net Amortization/ Accretion, Miscellaneous Income	Miscellaneous Expense, Beginning Due & Accrued, Acquired Due & Accrued	Transferred In Due & Accrued, Disposed Due & Accrued, Transferred Out Due & Accrued	Ending Due & Accrued, Interest/Dividend Received, Interest/Dividend Income	Net Realized Gain/ Loss, Net Gain/Loss, Net Income
ST City of Escondido 002824BE9	ABBOTT LABORATORIES 825,000.00 USD	CORP ST IL	Y Y 0.00	0.00 0.00 829,132.92	0.00 0.00 0.00	828,709.37 -423.55 0.00	0.00 0.00 0.00	14,025.00 0.00 0.00	2,337.50 14,025.00 2,337.50	0.00 0.00 1,913.95
ST City of Escondido 025816BW8	AMERICAN EXPRESS CO 800,000.00 USD	CORP ST NY	Y Y 0.00	803,919.12 0.00 0.00	0.00 0.00 0.00	802,645.01 -1,274.11 0.00	0.00 4,768.89 0.00	0.00 0.00 0.00	12,168.89 0.00 7,400.00	0.00 0.00 6,125.89
ST City of Escondido 05531FBF9	TRUIST FINANCIAL CORP 800,000.00 USD	CORP ST NC	Y Y 0.00	0.00 0.00 805,111.96	0.00 0.00 0.00	804,730.79 -381.17 0.00	0.00 0.00 0.00	15,000.00 0.00 0.00	2,083.33 15,000.00 2,083.33	0.00 0.00 1,702.16
ST City of Escondido 06406RAG2	BANK OF NEW YORK MELLON CORP 600,000.00 USD	CORP ST NY	Y Y 0.00	602,166.80 0.00 0.00	0.00 0.00 0.00	601,226.58 -940.22 0.00	0.00 8,925.00 0.00	0.00 0.00 0.00	3,675.00 10,500.00 5,250.00	0.00 0.00 4,309.78
ST City of Escondido 08173QBX3	Beneficial Bank 0.00 USD	CD ST DE	Y Y 0.00	245,000.00 0.00 0.00	-245,000.00 0.00 0.00	0.00 0.00 0.00	0.00 2,395.63 0.00	0.00 0.00 0.00	0.00 2,640.97 245.34	0.00 0.00 245.34
ST City of Escondido 14912L5X5	CATERPILLAR FINANCIAL SERVICES CORP 790,000.00 USD	CORP ST TN	Y Y 0.00	0.00 0.00 797,393.65	0.00 0.00 0.00	796,643.19 -750.46 0.00	0.00 0.00 0.00	14,812.50 0.00 0.00	3,044.79 14,812.50 3,044.79	0.00 0.00 2,294.33
ST City of Escondido 166764BV1	CHEVRON CORP 200,000.00 USD	CORP ST CA	Y Y 0.00	200,000.00 0.00 0.00	0.00 0.00 0.00	200,000.00 0.00 0.00	0.00 887.44 0.00	0.00 0.00 0.00	316.94 1,141.00 570.50	0.00 0.00 570.50
ST City of Escondido 22552G3C2	Credit Suisse AG, New York Branch 715,000.00 USD	CD ST NY	Y Y 0.00	715,000.00 0.00 0.00	0.00 0.00 0.00	715,000.00 0.00 0.00	0.00 2,320.18 0.00	0.00 0.00 0.00	3,386.52 0.00 1,066.34	0.00 0.00 1,066.34

## GAAP GL Income Detail

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General Ledger Grouping, Account, Identifier	Description, Factorized Units, Currency	Security Type, BS Class, State	State Tax, Fed Tax, Net Transfers	Beginning Book Value less Due, Acquired Book Value less Due, Transferred In Book Value less Due	Disposed Book Value, Transferred Out Book Value less Due, Impairment Loss	Ending Book Value less Due, Net Amortization/ Accretion, Miscellaneous Income	Miscellaneous Expense, Beginning Due & Accrued, Acquired Due & Accrued	Transferred In Due & Accrued, Disposed Due & Accrued, Transferred Out Due & Accrued	Ending Due & Accrued, Interest/Dividend Received, Interest/Dividend Income	Net Realized Gain/ Loss, Net Gain/Loss, Net Income
ST City of Escondido 3135G05G4	FEDERAL NATIONAL MORTGAGE ASSOCIATION 570,000.00 USD	AGCY BOND ST DC	Y Y 0.00	569,683.52 0.00 0.00	0.00 0.00 0.00	569,784.47 100.95 0.00	0.00 320.63 0.00	0.00 0.00 0.00	676.88 0.00 356.25	0.00 0.00 457.20
ST City of Escondido 3135G0U43	FEDERAL NATIONAL MORTGAGE ASSOCIATION 1,500,000.00 USD	AGCY BOND ST DC	Y Y 0.00	1,534,599.45 0.00 0.00	0.00 0.00 0.00	1,525,430.47 -9,168.97 0.00	0.00 2,276.04 0.00	0.00 0.00 0.00	13,057.29 0.00 10,781.25	0.00 0.00 1,612.28
ST City of Escondido 3136AEGQ4	FNA 2013-M7 A2 0.00 USD	FNMA ST DC	Y Y 0.00	68,249.45 0.00 0.00	-68,244.67 0.00 0.00	0.00 -4.78 0.00	0.00 129.66 0.00	0.00 0.00 0.00	0.00 249.56 119.90	0.00 0.00 115.12
ST City of Escondido 3137BTU25	FHMS K-724 A2 370,540.35 USD	FHLMC ST VA	Y Y 0.00	0.00 0.00 378,679.75	-524.35 0.00 0.00	377,178.19 -977.21 0.00	0.00 0.00 0.00	1,705.56 0.00 0.00	945.50 1,894.92 1,134.86	0.00 0.00 157.65
ST City of Escondido 3137EAEV7	FEDERAL HOME LOAN MORTGAGE CORP 275,000.00 USD	AGCY BOND ST VA	Y Y 0.00	274,998.38 0.00 0.00	0.00 0.00 0.00	274,998.82 0.45 0.00	0.00 70.66 0.00	0.00 0.00 0.00	242.53 0.00 171.88	0.00 0.00 172.32
ST City of Escondido 3137EAF42	FEDERAL HOME LOAN MORTGAGE CORP 300,000.00 USD	AGCY BOND ST VA	Y Y 0.00	0.00 0.00 299,900.76	0.00 0.00 0.00	299,908.12 7.36 0.00	0.00 0.00 0.00	375.00 0.00 0.00	56.25 375.00 56.25	0.00 0.00 63.61
ST City of Escondido 34415LAP6	Focus Bank 0.00 USD	CD ST MO	Y Y 0.00	245,000.00 0.00 0.00	-245,000.00 0.00 0.00	0.00 0.00 0.00	0.00 1,919.73 0.00	0.00 0.00 0.00	0.00 2,717.15 797.42	0.00 0.00 797.42
ST City of Escondido 459058JM6	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 665,000.00 USD	SUPRANATIONA L ST DC	Y Y 0.00	0.00 0.00 664,522.05	0.00 0.00 0.00	664,570.86 48.81 0.00	0.00 0.00 0.00	831.25 0.00 0.00	170.87 831.25 170.87	0.00 0.00 219.68
ST City of Escondido 542411NH2	LONG BEACH CALIF CMNTY COLLEGE DIST 350,000.00 USD	MUNI ST CA	N Y 0.00	350,000.00 0.00 0.00	0.00 0.00 0.00	350,000.00 0.00 0.00	0.00 1,016.75 0.00	0.00 0.00 0.00	2,541.88 0.00 1,525.13	0.00 0.00 1,525.13
ST City of Escondido 58769EAC2	MBALT 2020-B A3 16,141.81 USD	ABS ST MI	Y Y 0.00	0.00 0.00 36,165.00	-20,023.32 0.00 0.00	16,141.77 0.09 0.00	0.00 0.00 0.00	12.05 0.00 0.00	2.87 20.94 11.75	0.00 0.00 11.84
ST City of Escondido 65480EAD3	NALT 2020-B A3 1,870.64 USD	ABS ST TN	Y Y 0.00	0.00 0.00 39,555.88	-37,685.42 0.00 0.00	1,870.64 0.17 0.00	0.00 0.00 0.00	23.51 0.00 0.00	0.36 44.40 21.25	0.00 0.00 21.42
ST City of Escondido 69371RQ82	PACCAR FINANCIAL CORP 360,000.00 USD	CORP ST WA	Y Y 0.00	359,885.62 0.00 0.00	0.00 0.00 0.00	359,927.06 41.44 0.00	0.00 904.00 0.00	0.00 0.00 0.00	184.00 1,440.00 720.00	0.00 0.00 761.44
ST City of Escondido 874857KJ3	TAMALPAIS CALIF UN HIGH SCH DIST 615,000.00 USD	MUNI ST CA	N Y 0.00	615,000.00 0.00 0.00	0.00 0.00 0.00	615,000.00 0.00 0.00	0.00 2,020.28 0.00	0.00 0.00 0.00	5,050.69 0.00 3,030.41	0.00 0.00 3,030.41
ST City of Escondido 89236TDK8	TOYOTA MOTOR CREDIT CORP 1,090,000.00 USD	CORP ST TX	Y Y 0.00	0.00 0.00 1,094,729.22	0.00 0.00 0.00	1,093,772.12 -957.10 0.00	0.00 0.00 0.00	12,262.50 0.00 0.00	4,973.13 12,262.50 4,973.13	0.00 0.00 4,016.02
ST City of Escondido 912796T33	UNITED STATES TREASURY 4,000,000.00 USD	T-BILL ST DC	N Y 0.00	0.00 3,949,823.16 0.00	0.00 0.00 0.00	3,975,807.60 25,984.44 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 25,984.44
ST City of Escondido 9128283C2	UNITED STATES TREASURY 0.00 USD	US GOV ST DC	N Y 0.00	2,499,473.05 0.00 0.00	-2,500,000.00 0.00 0.00	0.00 526.95 0.00	0.00 20,923.91 0.00	0.00 0.00 0.00	0.00 25,000.00 4,076.09	0.00 0.00 4,603.03
ST City of Escondido 9128283U2	UNITED STATES TREASURY 2,000,000.00 USD	US GOV ST DC	N Y 0.00	0.00 1,992,656.25 0.00	0.00 0.00 0.00	1,998,070.71 5,414.46 0.00	0.00 0.00 8,519.02	0.00 0.00 0.00	19,748.64 0.00 11,229.62	0.00 0.00 16,644.08
ST City of Escondido 9128284L1	UNITED STATES TREASURY 50,000.00 USD	US GOV ST DC	N Y 0.00	50,246.95 0.00 0.00	0.00 0.00 0.00	50,140.96 -105.99 0.00	0.00 575.41 0.00	0.00 0.00 0.00	231.70 687.50 343.79	0.00 0.00 237.80
ST City of Escondido 9128285D8	UNITED STATES TREASURY 5,000,000.00 USD	US GOV ST DC	N Y 0.00	5,119,228.00 0.00 0.00	0.00 0.00 0.00	5,089,374.46 -29,853.54 0.00	0.00 394.92 0.00	0.00 0.00 0.00	36,332.42 0.00 35,937.50	0.00 0.00 6,083.96
ST City of Escondido 912828R28	UNITED STATES TREASURY 4,800,000.00 USD	US GOV ST DC	N Y 0.00	4,835,868.79 0.00 0.00	0.00 0.00 0.00	4,820,451.55 -15,417.25 0.00	0.00 32,641.30 0.00	0.00 0.00 0.00	13,143.65 39,000.00 19,502.34	0.00 0.00 0.00

## GAAP GL Income Detail

City of Escondido (299155)

10/01/2022 - 12/30/2022

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General Ledger Grouping, Account, Identifier	Description, Factorized Units, Currency	Security Type, BS Class, State	State Tax, Fed Tax, Net Transfers	Beginning Book Value less Due, Acquired Book Value less Due, Transferred In Book Value less Due	Disposed Book Value, Transferred Out Book Value less Due, Impairment Loss	Ending Book Value less Due, Net Amortization/ Accretion, Miscellaneous Income	Miscellaneous Expense, Beginning Due & Accrued, Acquired Due & Accrued	Transferred In Due & Accrued, Disposed Due & Accrued, Transferred Out Due & Accrued	Ending Due & Accrued, Interest/Dividend Received, Interest/Dividend Income	Net Realized Gain/ Loss, Net Gain/Loss, Net Income
ST City of Escondido 91282S35	UNITED STATES TREASURY 775,000.00 USD	US GOV ST DC	N Y 0.00	770,036.06 0.00 0.00	0.00 0.00 0.00	771,666.43 1,630.37 0.00	0.00 2,693.02 0.00	0.00 0.00 0.00	5,328.13 0.00 2,635.11	0.00 0.00 4,265.47
ST City of Escondido 91282TY6	UNITED STATES TREASURY 0.00 USD	US GOV ST DC	N Y 0.00	2,497,575.43 0.00 0.00	-2,500,000.00 0.00 0.00	0.00 2,424.57 0.00	0.00 15,344.77 0.00	0.00 0.00 0.00	0.00 20,312.50 4,967.73	0.00 0.00 7,392.30
ST City of Escondido 91282VS6	UNITED STATES TREASURY 2,000,000.00 USD	US GOV ST DC	N Y 0.00	0.00 1,969,375.00 0.00	0.00 0.00 0.00	1,975,498.44 6,123.44 0.00	0.00 0.00 10,869.57	0.00 0.00 0.00	18,750.00 0.00 7,880.43	0.00 0.00 14,003.87
ST City of Escondido 91282Y61	UNITED STATES TREASURY 145,000.00 USD	US GOV ST DC	N Y 0.00	146,633.46 0.00 0.00	0.00 0.00 0.00	146,149.69 -483.77 0.00	0.00 671.81 0.00	0.00 0.00 0.00	1,657.85 0.00 986.04	0.00 0.00 502.27
ST City of Escondido 91282ZP8	UNITED STATES TREASURY 2,160,000.00 USD	US GOV ST DC	N Y 0.00	2,159,933.10 0.00 0.00	0.00 0.00 0.00	2,159,959.90 26.80 0.00	0.00 1,019.84 0.00	0.00 0.00 0.00	343.09 1,350.00 673.26	0.00 0.00 700.06
ST City of Escondido 91282ZU7	UNITED STATES TREASURY 2,000,000.00 USD	US GOV ST DC	N Y 0.00	0.00 1,948,984.38 0.00	0.00 0.00 0.00	1,962,062.25 13,077.87 0.00	0.00 0.00 1,926.23	0.00 0.00 0.00	219.78 2,500.00 793.55	0.00 0.00 13,871.42
ST City of Escondido 91282ZY9	UNITED STATES TREASURY 2,000,000.00 USD	US GOV ST DC	N Y 0.00	0.00 1,941,250.00 0.00	0.00 0.00 0.00	1,958,946.45 17,696.45 0.00	0.00 0.00 557.07	0.00 0.00 0.00	1,148.10 0.00 591.03	0.00 0.00 18,287.47
ST City of Escondido 91282ZY9	UNITED STATES TREASURY 2,000,000.00 USD	US GOV ST DC	N Y 0.00	0.00 1,939,347.78 0.00	0.00 0.00 0.00	1,957,611.40 18,263.62 0.00	0.00 0.00 557.07	0.00 0.00 0.00	1,148.10 0.00 591.03	0.00 0.00 18,854.65
ST City of Escondido 91282CAX9	UNITED STATES TREASURY 0.00 USD	US GOV ST DC	N Y 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00
ST City of Escondido 91282CAX9	UNITED STATES TREASURY 0.00 USD	US GOV ST DC	N Y 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00
ST City of Escondido 91282CBX8	UNITED STATES TREASURY 4,000,000.00 USD	US GOV ST DC	N Y 0.00	0.00 3,914,496.04 0.00	0.00 0.00 0.00	3,950,264.06 35,768.02 0.00	0.00 0.00 2,146.74	0.00 0.00 0.00	842.54 2,500.00 1,195.80	0.00 0.00 36,963.82
ST City of Escondido 91282CCN9	UNITED STATES TREASURY 240,000.00 USD	US GOV ST DC	N Y 0.00	239,846.30 0.00 0.00	0.00 0.00 0.00	239,891.98 45.68 0.00	0.00 50.54 0.00	0.00 0.00 0.00	124.73 0.00 74.18	0.00 0.00 119.86
ST City of Escondido 91282CCU3	UNITED STATES TREASURY 900,000.00 USD	US GOV ST DC	N Y 0.00	899,336.72 0.00 0.00	0.00 0.00 0.00	899,518.97 182.25 0.00	0.00 96.34 0.00	0.00 0.00 0.00	379.14 0.00 282.80	0.00 0.00 465.05
ST City of Escondido 91282CDA6	UNITED STATES TREASURY 800,000.00 USD	US GOV ST DC	N Y 0.00	799,858.47 0.00 0.00	0.00 0.00 0.00	799,893.93 35.46 0.00	0.00 5.49 0.00	0.00 0.00 0.00	505.49 0.00 500.00	0.00 0.00 535.46
ST City of Escondido 91282CDD0	UNITED STATES TREASURY 2,350,000.00 USD	US GOV ST DC	N Y 0.00	0.00 2,346,668.37 0.00	0.00 0.00 0.00	2,347,229.05 560.68 0.00	0.00 0.00 0.00	4,406.25 0.00 0.00	1,484.98 4,406.25 1,484.98	0.00 0.00 2,045.66
ST City of Escondido 91282CDD0	UNITED STATES TREASURY 2,000,000.00 USD	US GOV ST DC	N Y 0.00	0.00 1,918,750.00 0.00	0.00 0.00 0.00	1,931,727.21 12,977.21 0.00	0.00 0.00 62.15	0.00 0.00 0.00	1,263.81 0.00 1,201.66	0.00 0.00 14,178.87
ST City of Escondido 923040GT0	VENTURA CNTY CALIF CMNTY COLLEGE DIST 350,000.00 USD	MUNI ST CA	N Y 0.00	350,000.00 0.00 0.00	0.00 0.00 0.00	350,000.00 0.00 0.00	0.00 1,020.83 0.00	0.00 0.00 0.00	2,552.08 0.00 1,531.25	0.00 0.00 1,531.25
ST City of Escondido ---	48,413,552.80 USD	ST ---	---	26,951,538.67 19,574,682.61 7,291,859.56	-5,616,477.76 0.00 0.00	48,281,802.49 80,199.41 0.00	0.00 103,393.07 24,637.85	63,453.62 0.00 0.00	160,119.43 173,711.44 142,346.33	0.00 0.00 222,545.74

Summary

GAAP GL Income Detail

City of Escondido (299155)

10/01/2022 - 12/30/2022

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Dated: 01/31/2023

General Ledger Grouping, Account, Identifier	Description, Factorized Units, Currency	Security Type, BS Class, State	State Tax, Fed Tax, Net Transfers	Beginning Book Value less Due, Acquired Book Value less Due, Transferred In Book Value less Due	Disposed Book Value, Transferred Out Book Value less Due, Impairment Loss	Ending Book Value less Due, Net Amortization/ Accretion, Miscellaneous Income	Miscellaneous Expense, Beginning Due & Accrued, Acquired Due & Accrued	Transferred In Due & Accrued, Disposed Due & Accrued, Transferred Out Due & Accrued	Ending Due & Accrued, Interest/Dividend Received, Interest/Dividend Income	Net Realized Gain/ Loss, Net Gain/Loss, Net Income
---	---	---	---	148,692,497.87	-28,514,707.55	152,855,562.55	0.00	63,453.62	518,048.59	0.00
City of Escondido	153,272,265.75	---	Y	32,611,330.27	-7,291,859.56	66,441.95	442,190.58	0.00	471,260.58	0.00
---	USD	---		3,650,000.00	7,291,859.56	0.00	24,637.85	-63,453.62	522,480.73	588,922.68

\* Grouped by: General Ledger Grouping. \* Groups Sorted by: General Ledger Grouping.

## GAAP Transaction Detail

City of Escondido (299155)

10/01/2022 - 12/30/2022

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Dated: 01/31/2023

\* Does not Lock Down.

Account	Identifier	Description	Current Units	Currency	Transaction Type	Entry Date	Settle Date	Final Maturity	Price	Principal	Commission	Amount
City of Escondido	002824BE9	ABBOTT LABORATORIES	0.00	USD	Coupon	11/30/2022	11/30/2022	11/30/2023	---	0.00	0.00	14,025.00
City of Escondido	023135BW5	AMAZON.COM INC	0.00	USD	Coupon	11/12/2022	11/12/2022	05/12/2024	---	0.00	0.00	675.00
City of Escondido	04636NAA1	ASTRAZENECA FINANCE LLC	0.00	USD	Coupon	11/28/2022	11/28/2022	05/28/2026	---	0.00	0.00	4,200.00
City of Escondido	05531FBF9	TRUIST FINANCIAL CORP	0.00	USD	Coupon	12/06/2022	12/06/2022	12/06/2023	---	0.00	0.00	15,000.00
City of Escondido	05565EBK0	BMW US CAPITAL LLC	0.00	USD	Coupon	10/09/2022	10/09/2022	04/09/2025	---	0.00	0.00	11,212.50
City of Escondido	05591RAD6	BMWLT 2021-1 A4	0.00	USD	Coupon	10/25/2022	10/25/2022	07/25/2024	---	0.00	0.00	49.33
City of Escondido	05591RAD6	BMWLT 2021-1 A4	0.00	USD	Coupon	11/25/2022	11/25/2022	07/25/2024	---	0.00	0.00	49.33
City of Escondido	05591RAD6	BMWLT 2021-1 A4	0.00	USD	Coupon	12/25/2022	12/25/2022	07/25/2024	---	0.00	0.00	49.33
City of Escondido	05602RAD3	BMWOT 2022-A A3	0.00	USD	Coupon	10/25/2022	10/25/2022	08/25/2026	---	0.00	0.00	1,016.50
City of Escondido	05602RAD3	BMWOT 2022-A A3	0.00	USD	Coupon	11/25/2022	11/25/2022	08/25/2026	---	0.00	0.00	1,016.50
City of Escondido	05602RAD3	BMWOT 2022-A A3	0.00	USD	Coupon	12/25/2022	12/25/2022	08/25/2026	---	0.00	0.00	1,016.50
City of Escondido	06406RAG2	BANK OF NEW YORK MELLON CORP	0.00	USD	Coupon	10/28/2022	10/28/2022	04/28/2023	---	0.00	0.00	10,500.00
City of Escondido	06406RBC0	BANK OF NEW YORK MELLON CORP	0.00	USD	Coupon	10/25/2022	10/25/2022	04/25/2025	---	0.00	0.00	16,656.94
City of Escondido	08173QBX3	Beneficial Bank	-245,000.00	USD	Maturity	10/18/2022	10/18/2022	10/18/2022	100.000	-245,000.00	0.00	245,000.00
City of Escondido	08173QBX3	Beneficial Bank	0.00	USD	Coupon	10/18/2022	10/18/2022	10/18/2022	---	0.00	0.00	2,640.97
City of Escondido	110122DN5	BRISTOL-MYERS SQUIBB CO	0.00	USD	Coupon	11/13/2022	11/13/2022	11/13/2025	---	0.00	0.00	2,261.25
City of Escondido	14041NFY2	CAPITAL ONE MULTI TR A B S SER 2021 3 CL A 11/16/2	0.00	USD	Coupon	10/15/2022	10/15/2022	11/16/2026	---	0.00	0.00	619.67
City of Escondido	14041NFY2	CAPITAL ONE MULTI TR A B S SER 2021 3 CL A 11/16/2	0.00	USD	Coupon	11/15/2022	11/15/2022	11/16/2026	---	0.00	0.00	619.67
City of Escondido	14041NFY2	CAPITAL ONE MULTI TR A B S SER 2021 3 CL A 11/16/2	0.00	USD	Coupon	12/15/2022	12/15/2022	11/16/2026	---	0.00	0.00	619.67
City of Escondido	14314QAC8	CARMX 2021-2 A3	0.00	USD	Coupon	10/15/2022	10/15/2022	02/17/2026	---	0.00	0.00	130.00
City of Escondido	14314QAC8	CARMX 2021-2 A3	0.00	USD	Coupon	11/15/2022	11/15/2022	02/17/2026	---	0.00	0.00	130.00
City of Escondido	14314QAC8	CARMX 2021-2 A3	0.00	USD	Coupon	12/15/2022	12/15/2022	02/17/2026	---	0.00	0.00	130.00
City of Escondido	14314QAC8	CARMX 2021-2 A3	-11,028.69	USD	Principal Paydown	12/15/2022	12/15/2022	02/17/2026	---	-11,028.69	0.00	11,028.69
City of Escondido	14315FAD9	CARMX 2020-3 A3	-9,498.16	USD	Principal Paydown	10/15/2022	10/15/2022	03/17/2025	---	-9,498.16	0.00	9,498.16
City of Escondido	14315FAD9	CARMX 2020-3 A3	0.00	USD	Coupon	10/15/2022	10/15/2022	03/17/2025	---	0.00	0.00	55.03
City of Escondido	14315FAD9	CARMX 2020-3 A3	0.00	USD	Coupon	11/15/2022	11/15/2022	03/17/2025	---	0.00	0.00	50.13
City of Escondido	14315FAD9	CARMX 2020-3 A3	-9,059.77	USD	Principal Paydown	11/15/2022	11/15/2022	03/17/2025	---	-9,059.77	0.00	9,059.77
City of Escondido	14315FAD9	CARMX 2020-3 A3	-8,387.90	USD	Principal Paydown	12/15/2022	12/15/2022	03/17/2025	---	-8,387.90	0.00	8,387.90
City of Escondido	14315FAD9	CARMX 2020-3 A3	0.00	USD	Coupon	12/15/2022	12/15/2022	03/17/2025	---	0.00	0.00	45.44
City of Escondido	14316NAC3	CARMX 2021-1 A3	0.00	USD	Coupon	10/15/2022	10/15/2022	12/15/2025	---	0.00	0.00	30.03
City of Escondido	14316NAC3	CARMX 2021-1 A3	-6,048.37	USD	Principal Paydown	10/15/2022	10/15/2022	12/15/2025	---	-6,048.37	0.00	6,048.37
City of Escondido	14316NAC3	CARMX 2021-1 A3	0.00	USD	Coupon	11/15/2022	11/15/2022	12/15/2025	---	0.00	0.00	28.32
City of Escondido	14316NAC3	CARMX 2021-1 A3	-5,518.92	USD	Principal Paydown	11/15/2022	11/15/2022	12/15/2025	---	-5,518.92	0.00	5,518.92
City of Escondido	14316NAC3	CARMX 2021-1 A3	0.00	USD	Coupon	12/15/2022	12/15/2022	12/15/2025	---	0.00	0.00	26.75
City of Escondido	14316NAC3	CARMX 2021-1 A3	-5,379.16	USD	Principal Paydown	12/15/2022	12/15/2022	12/15/2025	---	-5,379.16	0.00	5,379.16
City of Escondido	14317DAC4	CARMX 2021-3 A3	0.00	USD	Coupon	10/15/2022	10/15/2022	06/15/2026	---	0.00	0.00	279.58
City of Escondido	14317DAC4	CARMX 2021-3 A3	0.00	USD	Coupon	11/15/2022	11/15/2022	06/15/2026	---	0.00	0.00	279.58
City of Escondido	14317DAC4	CARMX 2021-3 A3	0.00	USD	Coupon	12/15/2022	12/15/2022	06/15/2026	---	0.00	0.00	279.58
City of Escondido	14912L5X5	CATERPILLAR FINANCIAL SERVICES CORP	0.00	USD	Coupon	11/24/2022	11/24/2022	11/24/2023	---	0.00	0.00	14,812.50
City of Escondido	166764BV1	CHEVRON CORP	0.00	USD	Coupon	11/11/2022	11/11/2022	05/11/2023	---	0.00	0.00	1,141.00
City of Escondido	166764BW9	CHEVRON CORP	0.00	USD	Coupon	11/11/2022	11/11/2022	05/11/2025	---	0.00	0.00	3,302.25
City of Escondido	172967MX6	CITIGROUP INC	0.00	USD	Coupon	11/01/2022	11/01/2022	05/01/2025	---	0.00	0.00	2,575.13
City of Escondido	20030NCR0	COMCAST CORP	0.00	USD	Coupon	10/15/2022	10/15/2022	04/15/2024	---	0.00	0.00	11,747.50
City of Escondido	254683CS2	DCENT 2022-2 A	0.00	USD	Coupon	10/15/2022	10/15/2022	05/17/2027	---	0.00	0.00	1,978.17
City of Escondido	254683CS2	DCENT 2022-2 A	0.00	USD	Coupon	11/15/2022	11/15/2022	05/17/2027	---	0.00	0.00	1,978.17
City of Escondido	254683CS2	DCENT 2022-2 A	0.00	USD	Coupon	12/15/2022	12/15/2022	05/17/2027	---	0.00	0.00	

## GAAP Transaction Detail

City of Escondido (299155)

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Account	Identifier	Description	Current Units	Currency	Transaction Type	Entry Date	Settle Date	Final Maturity	Price	Principal	Commission	Amount
City of Escondido	3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.00	USD	Coupon	11/07/2022	11/07/2022	11/07/2025	---	0.00	0.00	3,712.50
City of Escondido	3136AEGQ4	FNA 2013-M7 A2	0.00	USD	Coupon	10/01/2022	10/01/2022	12/25/2022	---	0.00	0.00	129.66
City of Escondido	3136AEGQ4	FNA 2013-M7 A2	-27,233.02	USD	Principal Paydown	10/01/2022	10/01/2022	12/25/2022	---	-27,233.03	0.00	27,233.03
City of Escondido	3136AEGQ4	FNA 2013-M7 A2	0.00	USD	Coupon	11/01/2022	11/01/2022	12/25/2022	---	0.00	0.00	77.92
City of Escondido	3136AEGQ4	FNA 2013-M7 A2	-18,915.36	USD	Principal Paydown	11/01/2022	11/01/2022	12/25/2022	---	-18,915.36	0.00	18,915.36
City of Escondido	3136AEGQ4	FNA 2013-M7 A2	-22,096.28	USD	Principal Paydown	12/01/2022	12/01/2022	12/25/2022	---	-22,096.28	0.00	22,096.28
City of Escondido	3136AEGQ4	FNA 2013-M7 A2	0.00	USD	Coupon	12/01/2022	12/01/2022	12/25/2022	---	0.00	0.00	41.98
City of Escondido	3136AJB54	FNA 2014-M04 A2	0.00	USD	Coupon	10/01/2022	10/01/2022	03/25/2024	---	0.00	0.00	989.27
City of Escondido	3136AJB54	FNA 2014-M04 A2	-5,374.56	USD	Principal Paydown	10/01/2022	10/01/2022	03/25/2024	---	-5,374.57	0.00	5,374.57
City of Escondido	3136AJB54	FNA 2014-M04 A2	0.00	USD	Coupon	11/01/2022	11/01/2022	03/25/2024	---	0.00	0.00	974.68
City of Escondido	3136AJB54	FNA 2014-M04 A2	-53,226.45	USD	Principal Paydown	11/01/2022	11/01/2022	03/25/2024	---	-53,226.45	0.00	53,226.45
City of Escondido	3136AJB54	FNA 2014-M04 A2	-646.25	USD	Principal Paydown	12/01/2022	12/01/2022	03/25/2024	---	-646.25	0.00	646.25
City of Escondido	3136AJB54	FNA 2014-M04 A2	0.00	USD	Coupon	12/01/2022	12/01/2022	03/25/2024	---	0.00	0.00	821.88
City of Escondido	3137BGK24	FHMS K-043 A2	0.00	USD	Coupon	10/01/2022	10/01/2022	12/25/2024	---	0.00	0.00	1,696.86
City of Escondido	3137BGK24	FHMS K-043 A2	0.00	USD	Coupon	11/01/2022	11/01/2022	12/25/2024	---	0.00	0.00	1,696.86
City of Escondido	3137BGK24	FHMS K-043 A2	0.00	USD	Coupon	12/01/2022	12/01/2022	12/25/2024	---	0.00	0.00	1,696.86
City of Escondido	3137BTU25	FHMS K-724 A2	0.00	USD	Coupon	10/01/2022	10/01/2022	11/25/2023	---	0.00	0.00	949.42
City of Escondido	3137BTU25	FHMS K-724 A2	-521.11	USD	Principal Paydown	10/01/2022	10/01/2022	11/25/2023	---	-521.11	0.00	521.11
City of Escondido	3137BTU25	FHMS K-724 A2	0.00	USD	Coupon	11/01/2022	11/01/2022	11/25/2023	---	0.00	0.00	948.09
City of Escondido	3137BTU25	FHMS K-724 A2	-493.90	USD	Principal Paydown	11/01/2022	11/01/2022	11/25/2023	---	-493.90	0.00	493.90
City of Escondido	3137BTU25	FHMS K-724 A2	0.00	USD	Coupon	12/01/2022	12/01/2022	11/25/2023	---	0.00	0.00	946.83
City of Escondido	3137BTU25	FHMS K-724 A2	-524.35	USD	Principal Paydown	12/01/2022	12/01/2022	11/25/2023	---	-524.35	0.00	524.35
City of Escondido	3137EAF2	FEDERAL HOME LOAN MORTGAGE CORP	0.00	USD	Coupon	12/04/2022	12/04/2022	12/04/2023	---	0.00	0.00	375.00
City of Escondido	3137FBTA4	FHMS K-728 A2	0.00	USD	Coupon	10/01/2022	10/01/2022	08/25/2024	---	0.00	0.00	2,186.82
City of Escondido	3137FBTA4	FHMS K-728 A2	-1,249.24	USD	Principal Paydown	10/01/2022	10/01/2022	08/25/2024	---	-1,249.24	0.00	1,249.24
City of Escondido	3137FBTA4	FHMS K-728 A2	0.00	USD	Coupon	11/01/2022	11/01/2022	08/25/2024	---	0.00	0.00	2,183.63
City of Escondido	3137FBTA4	FHMS K-728 A2	-1,170.30	USD	Principal Paydown	11/01/2022	11/01/2022	08/25/2024	---	-1,170.30	0.00	1,170.30
City of Escondido	3137FBTA4	FHMS K-728 A2	0.00	USD	Coupon	12/01/2022	12/01/2022	08/25/2024	---	0.00	0.00	2,180.64
City of Escondido	3137FBTA4	FHMS K-728 A2	-1,257.30	USD	Principal Paydown	12/01/2022	12/01/2022	08/25/2024	---	-1,257.30	0.00	1,257.30
City of Escondido	3137FQ3V3	FHMS K-J27 A1	0.00	USD	Coupon	10/01/2022	10/01/2022	07/25/2024	---	0.00	0.00	4.53
City of Escondido	3137FQ3V3	FHMS K-J27 A1	-201.87	USD	Principal Paydown	10/01/2022	10/01/2022	07/25/2024	---	-201.87	0.00	201.87
City of Escondido	3137FQ3V3	FHMS K-J27 A1	0.00	USD	Coupon	11/01/2022	11/01/2022	07/25/2024	---	0.00	0.00	4.18
City of Escondido	3137FQ3V3	FHMS K-J27 A1	-2,395.17	USD	Principal Paydown	11/01/2022	11/01/2022	07/25/2024	---	-2,395.17	0.00	2,395.17
City of Escondido	34415LAP6	Focus Bank	-245,000.00	USD	Maturity	11/24/2022	11/24/2022	11/24/2022	100.000	-245,000.00	0.00	245,000.00
City of Escondido	34415LAP6	Focus Bank	0.00	USD	Coupon	11/24/2022	11/24/2022	11/24/2022	---	0.00	0.00	2,717.15
City of Escondido	345286AC2	FORDO 2022-A A3	0.00	USD	Coupon	10/15/2022	10/15/2022	06/15/2026	---	0.00	0.00	274.13
City of Escondido	345286AC2	FORDO 2022-A A3	0.00	USD	Coupon	11/15/2022	11/15/2022	06/15/2026	---	0.00	0.00	274.13
City of Escondido	345286AC2	FORDO 2022-A A3	0.00	USD	Coupon	12/15/2022	12/15/2022	06/15/2026	---	0.00	0.00	274.13
City of Escondido	362590AC5	GMCAR 2020-3 A3	-14,193.80	USD	Principal Paydown	10/16/2022	10/16/2022	04/16/2025	---	-14,193.80	0.00	14,193.80
City of Escondido	362590AC5	GMCAR 2020-3 A3	0.00	USD	Coupon	10/16/2022	10/16/2022	04/16/2025	---	0.00	0.00	66.83
City of Escondido	362590AC5	GMCAR 2020-3 A3	0.00	USD	Coupon	11/16/2022	11/16/2022	04/16/2025	---	0.00	0.00	61.51
City of Escondido	362590AC5	GMCAR 2020-3 A3	-12,389.18	USD	Principal Paydown	11/16/2022	11/16/2022	04/16/2025	---	-12,389.18	0.00	12,389.18
City of Escondido	362590AC5	GMCAR 2020-3 A3	0.00	USD	Coupon	12/16/2022	12/16/2022	04/16/2025	---	0.00	0.00	56.86
City of Escondido	362590AC5	GMCAR 2020-3 A3	-12,538.06	USD	Principal Paydown	12/16/2022	12/16/2022	04/16/2025	---	-12,538.06	0.00	12,538.06
City of Escondido	36262XAD6	GMALT 2021-3 A4	0.00	USD	Coupon	10/20/2022	10/20/2022	07/21/2025	---	0.00	0.00	93.75
City of Escondido	36262XAD6	GMALT 2021-3 A4	0.00	USD	Coupon	11/20/2022	11/20/2022	07/21/2025	---	0.00	0.00	93.75
City of Escondido	36262XAD6	GMALT 2021-3 A4	0.00	USD	Coupon	12/20/2022	12/20/2022	07/21/2025	---	0.00	0.00	93.75
City of Escondido	369550BG2	GENERAL DYNAMICS CORP	0.00	USD	Coupon	11/15/2022	11/15/2022	05/15/2025	---	0.00	0.00	12,250.00
City of Escondido	380146AC4	GMCAR 2022-1 A3	0.00	USD	Coupon	10/16/2022	10/16/2022	11/16/2026	---	0.00	0.00	299.25
City of Escondido	380146AC4	GMCAR 2022-1 A3	0.00	USD	Coupon	11/16/2022	11/16/2022	11/16/2026	---	0.00	0.00	

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Account	Identifier	Description	Current Units	Currency	Transaction Type	Entry Date	Settle Date	Final Maturity	Price	Principal	Commission	Amount
City of Escondido	380146AC4	GMCAR 2022-1 A3	0.00	USD	Coupon	12/16/2022	12/16/2022	11/16/2026	---	0.00	0.00	299.25
City of Escondido	437076CM2	HOME DEPOT INC	0.00	USD	Coupon	10/15/2022	10/15/2022	04/15/2025	---	0.00	0.00	1,551.38
City of Escondido	43815EAC8	HAROT 2021-3 A3	0.00	USD	Coupon	10/18/2022	10/18/2022	11/18/2025	---	0.00	0.00	104.21
City of Escondido	43815EAC8	HAROT 2021-3 A3	0.00	USD	Coupon	11/18/2022	11/18/2022	11/18/2025	---	0.00	0.00	104.21
City of Escondido	43815EAC8	HAROT 2021-3 A3	0.00	USD	Coupon	12/18/2022	12/18/2022	11/18/2025	---	0.00	0.00	104.21
City of Escondido	43815GAC3	HAROT 2021-4 A3	0.00	USD	Coupon	10/21/2022	10/21/2022	01/21/2026	---	0.00	0.00	209.00
City of Escondido	43815GAC3	HAROT 2021-4 A3	0.00	USD	Coupon	11/21/2022	11/21/2022	01/21/2026	---	0.00	0.00	209.00
City of Escondido	43815GAC3	HAROT 2021-4 A3	0.00	USD	Coupon	12/21/2022	12/21/2022	01/21/2026	---	0.00	0.00	209.00
City of Escondido	44891TAD8	HALST 2021-A A4	0.00	USD	Coupon	10/15/2022	10/15/2022	12/16/2024	---	0.00	0.00	49.00
City of Escondido	44891TAD8	HALST 2021-A A4	0.00	USD	Coupon	11/15/2022	11/15/2022	12/16/2024	---	0.00	0.00	49.00
City of Escondido	44891TAD8	HALST 2021-A A4	0.00	USD	Coupon	12/15/2022	12/15/2022	12/16/2024	---	0.00	0.00	49.00
City of Escondido	448977AD0	HART 2022-A A3	0.00	USD	Coupon	10/15/2022	10/15/2022	10/15/2026	---	0.00	0.00	1,332.00
City of Escondido	448977AD0	HART 2022-A A3	0.00	USD	Coupon	11/15/2022	11/15/2022	10/15/2026	---	0.00	0.00	1,332.00
City of Escondido	448977AD0	HART 2022-A A3	0.00	USD	Coupon	12/15/2022	12/15/2022	10/15/2026	---	0.00	0.00	1,332.00
City of Escondido	44933LAC7	HART 2021-A A3	0.00	USD	Coupon	10/15/2022	10/15/2022	09/15/2025	---	0.00	0.00	69.67
City of Escondido	44933LAC7	HART 2021-A A3	0.00	USD	Coupon	11/15/2022	11/15/2022	09/15/2025	---	0.00	0.00	69.67
City of Escondido	44933LAC7	HART 2021-A A3	-1,542.32	USD	Principal Paydown	11/15/2022	11/15/2022	09/15/2025	---	-1,542.32	0.00	1,542.32
City of Escondido	44933LAC7	HART 2021-A A3	-12,889.94	USD	Principal Paydown	12/15/2022	12/15/2022	09/15/2025	---	-12,889.94	0.00	12,889.94
City of Escondido	44933LAC7	HART 2021-A A3	0.00	USD	Coupon	12/15/2022	12/15/2022	09/15/2025	---	0.00	0.00	69.18
City of Escondido	459058JM6	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM	0.00	USD	Coupon	11/24/2022	11/24/2022	11/24/2023	---	0.00	0.00	831.25
City of Escondido	46647PCH7	JPMORGAN CHASE & CO	0.00	USD	Coupon	12/01/2022	12/01/2022	06/01/2025	---	0.00	0.00	2,410.20
City of Escondido	50117TAC5	KCOT 2021-1 A3	0.00	USD	Coupon	10/15/2022	10/15/2022	08/15/2025	---	0.00	0.00	80.08
City of Escondido	50117TAC5	KCOT 2021-1 A3	0.00	USD	Coupon	11/15/2022	11/15/2022	08/15/2025	---	0.00	0.00	80.08
City of Escondido	50117TAC5	KCOT 2021-1 A3	0.00	USD	Coupon	12/15/2022	12/15/2022	08/15/2025	---	0.00	0.00	80.08
City of Escondido	50117XAE2	KCOT 212 A3	0.00	USD	Coupon	10/15/2022	10/15/2022	11/17/2025	---	0.00	0.00	172.67
City of Escondido	50117XAE2	KCOT 212 A3	0.00	USD	Coupon	11/15/2022	11/15/2022	11/17/2025	---	0.00	0.00	172.67
City of Escondido	50117XAE2	KCOT 212 A3	0.00	USD	Coupon	12/15/2022	12/15/2022	11/17/2025	---	0.00	0.00	172.67
City of Escondido	58769EAC2	MBALT 2020-B A3	0.00	USD	Coupon	10/15/2022	10/15/2022	11/15/2023	---	0.00	0.00	15.18
City of Escondido	58769EAC2	MBALT 2020-B A3	-9,378.81	USD	Principal Paydown	10/15/2022	10/15/2022	11/15/2023	---	-9,378.81	0.00	9,378.81
City of Escondido	58769EAC2	MBALT 2020-B A3	0.00	USD	Coupon	11/15/2022	11/15/2022	11/15/2023	---	0.00	0.00	12.06
City of Escondido	58769EAC2	MBALT 2020-B A3	-9,515.20	USD	Principal Paydown	11/15/2022	11/15/2022	11/15/2023	---	-9,515.20	0.00	9,515.20
City of Escondido	58769EAC2	MBALT 2020-B A3	0.00	USD	Coupon	12/15/2022	12/15/2022	11/15/2023	---	0.00	0.00	8.88
City of Escondido	58769EAC2	MBALT 2020-B A3	-10,508.12	USD	Principal Paydown	12/15/2022	12/15/2022	11/15/2023	---	-10,508.12	0.00	10,508.12
City of Escondido	605581MZ7	MISSISSIPPI ST	0.00	USD	Coupon	11/01/2022	11/01/2022	11/01/2024	---	0.00	0.00	339.00
City of Escondido	61746BDQ6	MORGAN STANLEY	0.00	USD	Coupon	10/29/2022	10/29/2022	04/29/2024	---	0.00	0.00	14,434.38
City of Escondido	63743HFE7	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	0.00	USD	Coupon	12/15/2022	12/15/2022	06/15/2025	---	0.00	0.00	4,659.42
City of Escondido	65480EAD3	NALT 2020-B A3	-24,730.09	USD	Principal Paydown	10/15/2022	10/15/2022	10/16/2023	---	-24,730.09	0.00	24,730.09
City of Escondido	65480EAD3	NALT 2020-B A3	0.00	USD	Coupon	10/15/2022	10/15/2022	10/16/2023	---	0.00	0.00	23.04
City of Escondido	65480EAD3	NALT 2020-B A3	0.00	USD	Coupon	11/15/2022	11/15/2022	10/16/2023	---	0.00	0.00	14.17
City of Escondido	65480EAD3	NALT 2020-B A3	-19,492.89	USD	Principal Paydown	11/15/2022	11/15/2022	10/16/2023	---	-19,492.89	0.00	19,492.89
City of Escondido	65480EAD3	NALT 2020-B A3	0.00	USD	Coupon	12/15/2022	12/15/2022	10/16/2023	---	0.00	0.00	7.19
City of Escondido	65480EAD3	NALT 2020-B A3	-18,192.53	USD	Principal Paydown	12/15/2022	12/15/2022	10/16/2023	---	-18,192.53	0.00	18,192.53
City of Escondido	665859AW4	NORTHERN TRUST CORP	0.00	USD	Coupon	11/10/2022	11/10/2022	05/10/2027	---	0.00	0.00	13,400.00
City of Escondido	693475AY1	PNC FINANCIAL SERVICES GROUP INC	0.00	USD	Coupon	11/01/2022	11/01/2022	11/01/2024	---	0.00	0.00	6,600.00
City of Escondido	69371RQ82	PACCAR FINANCIAL CORP	0.00	USD	Coupon	12/08/2022	12/08/2022	06/08/2023	---	0.00	0.00	1,440.00
City of Escondido	797412DM2	SAN DIEGO CNTY CALIF WTR AUTH WTR REV	0.00	USD	Coupon	11/01/2022	11/01/2022	05/01/2025	---	0.00	0.00	1,783.20
City of Escondido	89236TDK8	TOYOTA MOTOR CREDIT CORP	0.00	USD	Coupon	10/18/2022	10/18/2022	10/18/2023	---	0.00	0.00	12,262.50
City of Escondido	89237VAB5	TAOT 2020-C A3	-14,291.65	USD	Principal Paydown	10/15/2022	10/15/2022	10/15/2024	---	-14,291.65	0.00	14,291.65

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City of Escondido	89237VAB5	TAOT 2020-C A3	0.00	USD	Coupon	10/15/2022	10/15/2022	10/15/2024	---	0.00	0.00	54.31
City of Escondido	89237VAB5	TAOT 2020-C A3	0.00	USD	Coupon	11/15/2022	11/15/2022	10/15/2024	---	0.00	0.00	49.07
City of Escondido	89237VAB5	TAOT 2020-C A3	-13,641.69	USD	Principal Paydown	11/15/2022	11/15/2022	10/15/2024	---	-13,641.69	0.00	13,641.69
City of Escondido	89237VAB5	TAOT 2020-C A3	-13,132.63	USD	Principal Paydown	12/15/2022	12/15/2022	10/15/2024	---	-13,132.63	0.00	13,132.63
City of Escondido	89237VAB5	TAOT 2020-C A3	0.00	USD	Coupon	12/15/2022	12/15/2022	10/15/2024	---	0.00	0.00	44.06
City of Escondido	89238EAC0	TLOT 2021-A A3	0.00	USD	Coupon	10/20/2022	10/20/2022	04/22/2024	---	0.00	0.00	76.38
City of Escondido	89238EAC0	TLOT 2021-A A3	0.00	USD	Coupon	11/20/2022	11/20/2022	04/22/2024	---	0.00	0.00	76.38
City of Escondido	89238EAC0	TLOT 2021-A A3	-23,463.25	USD	Principal Paydown	11/20/2022	11/20/2022	04/22/2024	---	-23,463.25	0.00	23,463.25
City of Escondido	89238EAC0	TLOT 2021-A A3	0.00	USD	Coupon	12/20/2022	12/20/2022	04/22/2024	---	0.00	0.00	68.75
City of Escondido	89238EAC0	TLOT 2021-A A3	-25,260.78	USD	Principal Paydown	12/20/2022	12/20/2022	04/22/2024	---	-25,260.78	0.00	25,260.78
City of Escondido	912796T33	UNITED STATES TREASURY	4,000,000.00	USD	Buy	11/02/2022	11/03/2022	02/23/2023	98.746	3,949,823.16	0.00	-3,949,823.16
City of Escondido	9128283C2	UNITED STATES TREASURY	0.00	USD	Coupon	10/31/2022	10/31/2022	10/31/2022	---	0.00	0.00	25,000.00
City of Escondido	9128283C2	UNITED STATES TREASURY	-2,500,000.00	USD	Maturity	10/31/2022	10/31/2022	10/31/2022	100.000	-2,500,000.00	0.00	2,500,000.00
City of Escondido	9128283J7	UNITED STATES TREASURY	0.00	USD	Coupon	11/30/2022	11/30/2022	11/30/2024	---	0.00	0.00	15,725.00
City of Escondido	9128283U2	UNITED STATES TREASURY	2,000,000.00	USD	Buy	10/04/2022	10/05/2022	01/31/2023	99.633	1,992,656.25	0.00	-2,001,175.27
City of Escondido	9128284L1	UNITED STATES TREASURY	0.00	USD	Coupon	10/31/2022	10/31/2022	04/30/2023	---	0.00	0.00	687.50
City of Escondido	912828R28	UNITED STATES TREASURY	0.00	USD	Coupon	10/31/2022	10/31/2022	04/30/2023	---	0.00	0.00	39,000.00
City of Escondido	912828TY6	UNITED STATES TREASURY	0.00	USD	Coupon	11/15/2022	11/15/2022	11/15/2022	---	0.00	0.00	20,312.50
City of Escondido	912828TY6	UNITED STATES TREASURY	-2,500,000.00	USD	Maturity	11/15/2022	11/15/2022	11/15/2022	100.000	-2,500,000.00	0.00	2,500,000.00
City of Escondido	912828VS6	UNITED STATES TREASURY	2,000,000.00	USD	Buy	11/02/2022	11/03/2022	08/15/2023	98.469	1,969,375.00	0.00	-1,980,244.57
City of Escondido	912828YM6	UNITED STATES TREASURY	0.00	USD	Coupon	10/31/2022	10/31/2022	10/31/2024	---	0.00	0.00	4,762.50
City of Escondido	912828ZL7	UNITED STATES TREASURY	0.00	USD	Coupon	10/31/2022	10/31/2022	04/30/2025	---	0.00	0.00	6,328.13
City of Escondido	912828ZP8	UNITED STATES TREASURY	0.00	USD	Coupon	11/15/2022	11/15/2022	05/15/2023	---	0.00	0.00	1,350.00
City of Escondido	912828ZT0	UNITED STATES TREASURY	0.00	USD	Coupon	11/30/2022	11/30/2022	05/31/2025	---	0.00	0.00	2,500.00
City of Escondido	912828ZU7	UNITED STATES TREASURY	2,000,000.00	USD	Buy	11/02/2022	11/03/2022	06/15/2023	97.449	1,948,984.38	0.00	-1,950,910.61
City of Escondido	912828ZU7	UNITED STATES TREASURY	0.00	USD	Coupon	12/15/2022	12/15/2022	06/15/2023	---	0.00	0.00	2,500.00
City of Escondido	912828ZY9	UNITED STATES TREASURY	2,000,000.00	USD	Buy	10/04/2022	10/05/2022	07/15/2023	97.063	1,941,250.00	0.00	-1,941,807.07
City of Escondido	912828ZY9	UNITED STATES TREASURY	2,000,000.00	USD	Buy	10/04/2022	10/05/2022	07/15/2023	96.967	1,939,347.78	0.00	-1,939,904.85
City of Escondido	91282CBV2	UNITED STATES TREASURY	0.00	USD	Coupon	10/15/2022	10/15/2022	04/15/2024	---	0.00	0.00	8,156.25
City of Escondido	91282CBX8	UNITED STATES TREASURY	4,000,000.00	USD	Buy	10/04/2022	10/05/2022	04/30/2023	97.862	3,914,496.04	0.00	-3,916,642.78
City of Escondido	91282CBX8	UNITED STATES TREASURY	0.00	USD	Coupon	10/31/2022	10/31/2022	04/30/2023	---	0.00	0.00	2,500.00
City of Escondido	91282CCF6	UNITED STATES TREASURY	0.00	USD	Coupon	11/30/2022	11/30/2022	05/31/2026	---	0.00	0.00	15,300.00
City of Escondido	91282CDD0	UNITED STATES TREASURY	0.00	USD	Coupon	10/31/2022	10/31/2022	10/31/2023	---	0.00	0.00	4,406.25
City of Escondido	91282CDD0	UNITED STATES TREASURY	2,000,000.00	USD	Buy	11/02/2022	11/03/2022	10/31/2023	95.938	1,918,750.00	0.00	-1,918,812.15
City of Escondido	91282CDG3	UNITED STATES TREASURY	0.00	USD	Coupon	10/31/2022	10/31/2022	10/31/2026	---	0.00	0.00	33,187.50
City of Escondido	91282CDH1	UNITED STATES TREASURY	0.00	USD	Coupon	11/15/2022	11/15/2022	11/15/2024	---	0.00	0.00	18,750.00
City of Escondido	91282CER8	UNITED STATES TREASURY	0.00	USD	Coupon	11/30/2022	11/30/2022	05/31/2024	---	0.00	0.00	10,000.00
City of Escondido	91324PEG3	UNITEDHEALTH GROUP INC	0.00	USD	Coupon	11/15/2022	11/15/2022	05/15/2027	---	0.00	0.00	11,511.11
City of Escondido	91412HGE7	UNIVERSITY CALIF REVS	0.00	USD	Coupon	11/15/2022	11/15/2022	05/15/2025	---	0.00	0.00	1,655.63
City of Escondido	98163KAC6	WOART 2021-D A3	0.00	USD	Coupon	10/15/2022	10/15/2022	10/15/2026	---	0.00	0.00	236.25
City of Escondido	98163KAC6	WOART 2021-D A3	0.00	USD	Coupon	11/15/2022	11/15/2022	10/15/2026	---	0.00	0.00	236.25
City of Escondido	98163KAC6	WOART 2021-D A3	0.00	USD	Coupon	12/15/2022	12/15/2022	10/15/2026	---	0.00	0.00	236.25
City of Escondido	CCYUSD	US DOLLAR	0.00	USD	Cash Transfer	10/20/2022	10/20/2022	12/30/2022	---	0.00	0.00	6,650,000.00
City of Escondido	CCYUSD	US DOLLAR	0.00	USD	Cash Transfer	11/03/2022	11/03/2022	12/30/2022	---	0.00	0.00	-49,961.32
City of Escondido	CCYUSD	US DOLLAR	0.00	USD	Cash Transfer	11/03/2022	11/03/2022	12/30/2022	---	0.00	0.00	49,961.32
City of Escondido	CCYUSD	US DOLLAR	0.00	USD	Cash Transfer	11/17/2022	11/17/2022	12/30/2022	---	0.00	0.00	-3,000,000.00
City of Escondido	CCYUSD	US DOLLAR	0.00	USD	Cash Transfer	11/17/2022	11/17/2022	12/30/2022	---	0.00	0.00	-889,982.50
City of Escondido	CCYUSD	US DOLLAR	0.00	USD	Cash Transfer	11/17/2022	11/17/2022	12/30/2022	---	0.00	0.00	889,982.50
City of Escondido	X9USDBRD2	BLACKROCK FED TRST DOLR SHR FD 102	13,036,647.66	USD	Buy	---	---	12/30/2022	1.000	13,036,647.66	0.00	-13,036,647.66
City of Escondido	X9USDBRD2	BLACKROCK FED TRST DOLR SHR FD 102	-22,599,320.46	USD	Sell	---	---	12/30/2022	1.000	-22,599,320.46	0.00	22,599,320.46

GAAP Transaction Detail

City of Escondido (299155)

10/01/2022 - 12/30/2022

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Dated: 01/31/2023

Account	Identifier	Description	Current Units	Currency	Transaction Type	Entry Date	Settle Date	Final Maturity	Price	Principal	Commission	Amount
City of Escondido	X9USDBRD2	BLACKROCK FED TRST DOLR SHR FD 102	0.00	USD	Money Market Funds	10/04/2022	10/04/2022	12/30/2022	---	0.00	0.00	4,694.08
City of Escondido	X9USDBRD2	BLACKROCK FED TRST DOLR SHR FD 102	0.00	USD	Money Market Funds	11/02/2022	11/02/2022	12/30/2022	---	0.00	0.00	10,318.19
City of Escondido	X9USDBRD2	BLACKROCK FED TRST DOLR SHR FD 102	0.00	USD	Money Market Funds	12/02/2022	12/02/2022	12/30/2022	---	0.00	0.00	3,720.14
City of Escondido	---	---	4,521,940.11	USD	---	---	---	02/14/2023	---	4,096,622.72	0.00	0.00

\* Showing transactions with Entry Date within selected date range.   \* Weighted by: Absolute Value of Principal.   \* MMF transactions are collapsed.

\* The Transaction Detail/Trading Activity reports provide our most up-to-date transactional details. As such, these reports are subject to change even after the other reports on the website have been locked down. While these reports can be useful tools in understanding recent activity, due to their dynamic nature we do not recommend using them for booking journal entries or reconciliation.

Audit

City of Escondido (299155)

10/01/2022 - 12/30/2022

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Dated: 01/31/2023

Limits.

Timestamp, Username	Account	Policy Name	Category Name	Rule Name	Previous Value, New Value
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Resolutions.

Timestamp, Username	Account, Policy Name	Category Name, Rule Name	Identifier, Description	Previous Start Date, New Start Date	Previous End Date, New End Date
11/04/2022 11:32 AM DShultz	City of Escondido City Escondido Compliance	Credit Rating Minimum Credit Rating for Negotiable Certificates of Deposits - A/A2	(Applied to Rule) ---	--- 11/01/2022	--- 11/04/2022

Notes.

Timestamp, Username	Account, Policy Name	Category Name, Rule Name	Identifier, Description	Previous Note, New Note
11/04/2022 11:32 AM DShultz	City of Escondido City Escondido Compliance	Credit Rating Minimum Credit Rating for Negotiable Certificates of Deposits - A/A2	(Applied to Rule) ---	--- Credit Suisse is still an "A" rating with certain agencies per clearwater's report and moody's website , resolving credit rating reporting with clearwater



# STAFF REPORT

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February 15, 2023  
File Number 0470-18

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## SUBJECT

### BID AWARD FOR ESCONDIDO CREEK TRAIL LIGHT FIXTURE PURCHASE

## DEPARTMENT

Public Works/Streets

## RECOMMENDATION

Request that the City Council adopt Resolution No. 2023-11, authorizing the Mayor to execute, on behalf of the City, a Purchase Agreement with Walters Wholesale Electric Co. in an amount not to exceed \$770,952.02 for the purchase of light poles and light pole materials for the Escondido Creek Trail Expansion Project.

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

Presenter: Nick Gilliland, Public Works Superintendent

## FISCAL ANALYSIS

The Escondido Creek Trail light fixtures are funded by the California Department of Parks and Recreation Proposition 68 Statewide Park Program Grant ("Prop 68 SPP Grant") awarded in May of 2020 in Capital Improvement Project No. SPPP68.

## PREVIOUS ACTION

On June 5, 2019, the City Council approved Resolution No. 2019-87 authorizing the submittal for Prop 68 SPP Grant funds in the amount of \$8.5 million to renovate and expand the Escondido Creek Trail. On February 21, 2020, the City was notified that the City's project was selected to receive a grant award in the amount of \$8.5 million. On May 20, 2020, the City Council approved Resolution No. 2020-60 authorizing the agreement with RRM Design Group to undertake the design and construction bid document preparation for the Escondido Creek Trail Expansion and Renovation Project.

## BACKGROUND

California voters passed the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 ("Prop 68") on June 5, 2018. The California Department of Parks and Recreation released the SPP application with the goal of creating new parks and recreation opportunities in critically



# CITY of ESCONDIDO

## STAFF REPORT

underserved communities across California. The City submitted an application requesting \$8.5 million to fund the Escondido Creek Trail Expansion and Renovation Project, which will extend the Creek Trail from the eastern to the western City limits, connecting to the Citracado Parkway extension, and will construct multiple trail amenities to transform the Class I bicycle lane into a linear park. This project will expand and improve Escondido Creek Linear Park by constructing new walking trails, fitness stations, skate features, play spots, monuments, signage, murals, and viewing areas, with fencing, lighting and landscaping at key locations throughout the site. The project will open both sides of the Escondido Creek Trail to accommodate multiple types of users by building an additional pedestrian pathway along approximately 1.7 miles of trail between Date Street and Midway Drive.

In preparation for the Escondido Creek Trail Expansion Project, City staff has decided to purchase materials prior to construction of the project as a cost savings measure for the overall project budget. On December 15, 2022, the City published a Request for Bids No. 23-02 ("RFB No. 23-02") for the purchase of light poles and pole light materials for the Escondido Creek Trail Expansion Project. On January 5, 2023, the City Clerk hosted a formal bid opening for RFB 23-02 and the following bids were received;

- Walters Wholesale Electric Co. - \$770,952.02
- Electrical Sales Inc. - \$795,187.49
- Consolidated Electrical Distributors - \$809,649.96

The apparent low bid received by Walters Wholesale Electric Company has met all of RFB No. 23-02 bid requirements and has been deemed the lowest most responsive bid received (Attachment "1"). City staff recommends the award of RFB No. 23-02 to Walters Wholesale Electric Company of San Diego, Ca.

### RESOLUTIONS

- a. Resolution No. 2023-11

### ATTACHMENTS

- a. Attachment "1" – Escondido Creek Trail Light Fixture RFB No. 23-02

## RESOLUTION NO. 2023-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO AWARD, ON BEHALF OF THE CITY, A PURCHASE AGREEMENT WITH WALTERS WHOLESALE ELECTRIC CO TO PURCHASE LIGHT FIXTURES FOR THE ESCONDIDO CREEK TRAIL PROJECT

WHEREAS, on June 5, 2019, the City Council approved Resolution No. 2019-87 authorizing the submittal for a California Department of Parks and Recreation Prop 68 SPP Grant in the amount of \$8.5 million to renovate and expand the Escondido Creek Trail; and

WHEREAS, City staff identified the Escondido Creek Trail Light Fixtures (“Purchase”) as a project to be funded by the Prop 68 “SPP” Grant, awarded in May of 2020 in Capital Improvement Project No. SPPP68; and

WHEREAS, on February 21, 2020, the City was notified that the City’s project was selected to receive a grant award in the amount of \$8.5 million; and

WHEREAS, on May 20, 2020, the City Council approved Resolution No. 2020-60 authorizing the agreement with RRM Design Group to undertake the design and construction bid document preparation for the Escondido Creek Trail Expansion and Renovation Project; and

WHEREAS, on December 15, 2022, the City published a Request for Bids No. 23-02 (“RFB No. 23-02”) for the purchase of light poles and pole light materials for the Escondido Creek Trail Expansion Project; and

WHEREAS, on January 5, 2023, the City Clerk hosted a formal bid opening for RFB 23-02, with results listed in Exhibit “B”, which is attached to this resolution and incorporated by this reference; and

WHEREAS, the apparent low bid received in RFB No. 23-02 was submitted by Walters Wholesale Electric Company in the amount of \$770,952.02; and

WHEREAS, Walters Wholesale Electric Company has met all of RFB No. 23-02 bid requirements and has been deemed the lowest most responsive bid received; and

WHEREAS, City staff recommends the purchase award of RFB No. 23-02 to Walters Wholesale Electric Company of San Diego, Ca.

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 accepts the recommendation of City staff and deems it to be in the best public interest to accept the bid for the Escondido Creek Trail Light Fixtures.
3. That Mayor is authorized to execute on behalf of the City, an agreement with WALTERS WHOLESALE ELECTRIC CO, in an amount not to exceed \$770,952.02 to purchase the Escondido Creek Trail Light Fixtures utilizing Prop 68 "SPP" Grant funds.

City of Escondido  
RFB No. 23-02 – Escondido Creek Trail Light Fixtures  
Page 6

### Bid Price

Bid price must include all submittals, components, hardware, accessories, material finishes, freight, delivery, expediting and coordination, guarantees, and taxes to provide finished street light pole assemblies and light fixture components.

Bidders shall provide a detailed price sheet using the following pricing form ("Pricing Form"). **Other price sheet formats will not be accepted.** Prices reflected in the bid and Price Form shall include any discounts. All products proposed and the pricing indicated in the Pricing Form must comply with all the requirements in this RFB. Prices should be F.O.B. to the Delivery Site and include applicable taxes.

### PRICING FORM

Qty	Unit of Measure	Description	Unit Price	Extended Price
132	Each ("EA")	Light Pole Package (Pole, Arm, LED, Base)	\$5,341.00	\$705,012.00
132	EA	Concrete Pull Box	\$79.46	\$10,488.72
		Tax		\$55,451.30
		Shipping/Freight Cost		0.00
		Total Bid Cost		\$770,952.02

I, or we, will furnish and deliver the items shown above at the price indicated within 70 days of receipt of order. A discount of \$0.00 % will be allowed if paid on or before the 30TH day following the date of invoice.

Date: 12/04/23

WALTERS WHOLESALE ELECTRIC

COMPANY

  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

**JEFF MAGGIO**

PRINT NAME

**858-437-5700**

PHONE

**858-437-5710**

FAX

City of Escondido  
 RFB No. 23-02 – Escondido Creek Trail Light Fixtures  
 Page 12

### NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Industrial Sales Manager of Walters Wholesale, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 01/04/23, at Walters Wholesale Electric, San Diego, CA 92131.

  
 Signature

Title Industrial Sales Manager

Of Walters Wholesale Electric

\_\_\_\_\_  
 Signature

Title \_\_\_\_\_

Of \_\_\_\_\_

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

By: \_\_\_\_\_

**PURCHASE ORDER TERMS AND CONDITIONS****1. CONTRACT**

Upon acceptance of this purchase order, seller agrees to these terms and conditions. The City of Escondido shall not be bound by this order until the seller delivers any of the items or renders any of the services ordered. No contract shall exist except as hereinabove provided. No agreement or understanding to modify this contract shall be binding upon the City of Escondido unless agreed to in writing by the City of Escondido's authorized representative. This contract shall be construed under the laws of the State of California. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.

**2. CHANGES**

The City of Escondido reserves the right at any time to make changes in the specifications, samples or other descriptions to which items ordered are to conform. In such an event an equitable adjustment will be made in price and/or performance that is mutually satisfactory. Changes shall not be binding upon the City of Escondido unless evidenced by a purchase order change.

**3. SPECIFICATIONS AND INSPECTIONS**

All specifications, drawings and other data submitted herewith are hereby incorporated herein and made a part hereof. All items shall be subject to inspection at all times and places including the period of manufacture. The City of Escondido reserves the right to reject which do not conform to specifications, drawings or other data. If rejected after delivery, items will be returned to seller at seller's risk and expense. Payment for any item or service shall not be deemed acceptance thereof.

**4. EXTRAS**

No charges will be allowed for taxes, transportation, packaging, packing or returnable containers or pallets unless otherwise agreed. Any tax to be paid by the City of Escondido must be itemized hereon and on invoices. Shipment must be packaged so as to permit efficient handling and provide adequate protection. Damage resulting from improper packaging will be charged to the seller.

**5. DELIVERY**

If delivery of items or rendering of services is not accomplished at the time or times indicated in this order or promised by seller, the City of Escondido reserves the right, without liability, and in addition to its other rights and remedies to terminate this order by notice effective immediately upon receipt by the seller or as otherwise stated hereon. The City of Escondido reserves the right without liability to purchase goods and services for those not delivered and to charge the seller with any loss incurred. No provision of this order for the delivery or rendering of goods and services in installments shall be construed as making the seller's obligations severable. Shipments sent C.O.D. without the City of Escondido's express written consent will not be accepted and will be at seller's risk. Notwithstanding the foregoing, neither party shall be liable for damages for any delay arising out of cause beyond its reasonable control and without its fault or negligence, including but not limited to, acts of God, acts of the other party, acts of civic or military authority, labor disputes fire, riots, war, embargoes, epidemics, floods, or other unusually severe weather, or shortages of power. Seller shall notify the City of Escondido forthwith upon learning of any event which may result in any delay.

**6. PROPERTY**

Unless otherwise agreed in writing, all special tools, dies, templates, patterns and so forth and all drawings, designs, specifications and other property furnished to the seller or made and paid for by the City of Escondido as a part of this order, shall become the property of the City of Escondido and shall be subject to repossession and/or removal by the City of Escondido. When so instructed, the seller shall deliver such property to the City of Escondido in good condition, ordinary, wear and tear expected.

**7. LIABILITY**

In no event shall either party's liability for any breach or alleged breach of this order by either party exceed the total extended price or prices shown herein nor shall either party be liable for any special or consequential damages resulting from any such breach.

**8. COMPLIANCE WITH LAWS**

The seller certifies and represents that in the performance of this order it will comply with the provisions of all applicable federal, state, and local laws, regulations, rules and order. Seller agrees to submit reports, certifications and other documents as required.

**9. RESERVATION OF RIGHTS**

No failure by either party to insist upon strict compliance by the other party with any of the terms, provisions or conditions of this order in any instance shall be construed as a waiver or relinquishment by either party of the other party's right to insist upon strict compliance therewith in.

**10. TERMINATION**

The City of Escondido may terminate this order in whole or in part at any time upon the City's written notification to the seller (a) for any reason at the convenience of the City of Escondido, (b) for any default by the seller involving the seller's failure to deliver the items or render the services specified by this order within the time designated herein, (c) in the event the seller becomes the subject of any proceeding under state or federal law for the relief of debtors or otherwise become insolvent or bankrupt or makes assignment for the benefit of creditors. In the event of termination by the City of Escondido due to the seller's default pursuant to (b) above, or any reason described in (c) above, the City of Escondido shall have no liability to the seller as a result of such termination.

**11. WARRANTY**

By accepting this order seller hereby warrants that the items and services to be furnished hereunder will be in full conformity with the City's specifications, drawings and data, or seller's samples, and that items furnished hereunder will be fit for use intended by the City. Seller agrees that this warranty shall survive acceptance of the items. Said warranties shall be in addition to any warranties of additional scope given to the City by seller.

**12. PATENTS**

Seller undertakes and agrees to defend at seller's own expense, all suits, action, or proceedings in which the City of Escondido or the users of any of the City's products are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder (except infringement, necessarily resulting from adherence to specifications or drawings, other than those of seller's design or selection, originally submitted to seller by the City) and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceedings against such defendants therein.

**13. HOLD HARMLESS**

Seller agrees to indemnify, defend and save harmless the City of Escondido, its officers, agents, and employees from any and all loss, damage, liability, cost or expense, however, same may be caused, that may arise during or be caused in any way by the performance of seller.

**14. ANTI-ASSIGNMENT CLAUSE**

All payments made pursuant to this contract are not assignable and shall only be made payable to seller.

**15. CONFIDENTIAL AND PROPRIETARY INFORMATION**

Any information deemed confidential or proprietary should be clearly identified by the seller as such. Information identified as confidential or proprietary will be protected and treated with confidentiality to the extent permitted by applicable local, state, and federal law. The quote referenced on this Purchase Order is subject to California Public Records Act. The City is a public agency and shall not require approval from seller to disclose public records, pursuant to California Public Records Act.



# STAFF REPORT

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February 15, 2023

File Number 0600-10; A-3443

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## SUBJECT

### Ryan Park LED Lighting Retrofit Project

## DEPARTMENT

Public Works/Parks

## RECOMMENDATION

Request that the City Council adopt Resolution No. 2023-18, authorizing the Mayor to execute an agreement with MUSCO Sports Lighting, LLC ("MUSCO") for equipment to retrofit five (5) existing soccer fields at Francis Ryan Park with light-emitting diode ("LED") technology in an amount not to exceed \$440,500 utilizing American Rescue Plan Act of 2021 ("ARPA") funds.

Staff Recommendation: Approval (Public Works: Joseph Goulart)

Presenter: Wayne Thames

## FISCAL ANALYSIS

The Ryan Park LED Lighting Retrofit Project is funded by ARPA funds allocated in Fiscal Year 2022 in Fund No. 470, Project No. ARP022. The quote received from MUSCO is included as Attachment "1" to this Staff Report.

## PREVIOUS ACTION

On September 29, 2021, the City Council adopted Resolution No. 2021-146 authorizing the acceptance of coronavirus state and local fiscal recovery funds established by the American Rescue Plan Act of 2021 in the amount of \$38,808,509 and allocations in which the Ryan Park LED lighting retrofit project was identified to receive American Rescue Plan Act fund allocations.

## BACKGROUND

Francis Ryan Park contains 67 acres, 42 of which are currently developed. Phase one of the park's construction consisted of seven athletic fields, five with lights and two without. Ryan Park is currently home to the Escondido Youth Soccer Club, and is used by many other non-profit groups and citizens.

The existing MUSCO metal-halide field lights were installed on field one (1) thru field five (5) when the park was constructed in 2004. The Ryan Park LED Lighting Retrofit Project will replace the existing metal-halide lighting on field one (1) through field five (5) with MUSCO LED technology.



# CITY of ESCONDIDO

## STAFF REPORT

All City recreation facilities that have sports field lighting utilize MUSCO lights, poles, fixtures, and Control-Link controllers. The leagues who utilize these facilities are assigned special access codes to the lighting controller. Leagues are given the authority to program the lights through MUSCO Control-Link controllers, which tracks usage data for each facility for accurate billing back to the leagues.

MUSCO LED lighting fixtures have an average life span of 100,000 hours, require no warm up period, and are more energy efficient than metal-halide lamps. This equates to a 40% reduction in energy usage and significantly reduces maintenance over the life span of the lighting fixture. LED fixtures will reduce light spill, which often impacts the surrounding areas near sports fields and provides total light control to increase field lighting with pinpoint precision.

To retain the compatibility and standardization of existing MUSCO equipment, Escondido Municipal Code Chapter 10, Article 6, Division 1, Section 10-103, allows for the formal bidding procedures to be waived where an item is required to match or be compatible with equipment presently on hand. With the Ryan Park field lighting project, the City will need to use an existing MUSCO Control-Link controller. All lighting fixtures must be compatible with existing MUSCO Control-Link controllers and adhere to MUSCO engineering specifications. Additional MUSCO benefits include a warranty that covers materials and onsite labor thus eliminating 100% of maintenance costs for 25 years.

### RESOLUTIONS

- a. Resolution No. 2023-18

### ATTACHMENTS

- a. Attachment "1" – Ryan Park LED Lighting Retrofit Project Quote

## RESOLUTION NO. 2023-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, THE SOLE-SOURCE PURCHASE ORDER WITH MUSCO SPORTS LIGHTING, LLC TO UPGRADE FRANCES RYAN PARK BALLFIELD LIGHTING TO LED TECHNOLOGY

WHEREAS, City staff identified the Ryan Park LED Lighting Retrofit Project ("Project") as a project to be funded by American Rescue Plan Act of 2021 ("ARPA") funds allocated in Fiscal Year 2022 in Fund No. 470, Project No. ARP022; and

WHEREAS, on September 29, 2021, the City Council adopted Resolution No. 2021-146 approving the American Rescue Plan Funding for Fiscal Year 2021/2022-2023/2024 budgets and allocations; and

WHEREAS, the Project will retrofit five (5) soccer fields at Frances Ryan Park with light-emitting diode ("LED") technology; and

WHEREAS, all City owned recreation facilities with sports fields utilize MUSCO Sports Lighting, LLC ("MUSCO") fixtures and MUSCO Control-Link controllers; and

WHEREAS, all LED lighting fixtures must be compatible with existing MUSCO Control-Link controllers and adhere to MUSCO warranty and engineering specifications; and

WHEREAS, with the Project, the existing MUSCO Control-Link controller will be retained and utilized to control the new MUSCO LED lighting fixtures; and

WHEREAS, Escondido Municipal Code Chapter 10, Article 6, Division 1, Section 10-102(b) allows for the formal bidding procedures to be waived where an item is required to match or be compatible with equipment presently on hand; and

WHEREAS, to retain the compatibility and standardization of existing equipment, City staff recommends to sole-source the purchase of MUSCO LED lighting fixtures at the Ryan Park sports fields.

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 accepts the recommendation of City staff and deems it to be in the best public interest to enter into an agreement with MUSCO Sports Lighting, LLC.
3. That the Mayor is authorized to execute on behalf of the City, a sole-source purchase order with MUSCO Sports Lighting, LLC, in an amount not to exceed \$440,500 to upgrade the existing Frances Ryan Park soccer field lighting utilizing American Rescue Plan Act of 2021 funds.

# Materials Quote

Date: December 19, 2022

Project: Francis Ryan Park LED Retrofit Fields 1-5  
Escondido, CA

## Materials Quote – Materials Only Delivered to Job Site (Bonding, labor, and installation are not included)

Musco Materials: LED Retrofit for Soccer Fields 1-5:	\$408,800
Estimated Sales Tax (based on 7.75% and delivery to the job site)	\$31,700

*\*\*Pricing and lead times are confidential and effective for 90 days only\*\**

## Light-Structure System™ retrofit with Total Light Control – TLC for LED™ technology

### Guaranteed Lighting Performance

- Guaranteed light levels of 20fc
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

### System Description

- (80) Factory aimed and assembled luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed assemblies

### Control Systems and Warranty Services

- Lighting contactor cabinet to provide onsite on/off control
- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years

### Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

### Delivery Timing

10 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

### Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- 480 Volt, 3 phase electrical system requirement
- Structural code and wind speed = 2019 CBC, 95 mph, Exposure C
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Karin Anderson  
Field Sales Representative  
Musco Sports Lighting, LLC  
Phone: 858-232-1620  
E-mail: [karin.anderson@musco.com](mailto:karin.anderson@musco.com)



## Project Submittal: Bill of Materials

Item8.

Equipment Description	
80	Light-Structure System™ Retrofit Total Light Control™ TLC-LED-1200 luminaires
✓	Factory wired and assembled pole top luminaire assemblies
✓	Factory wired electrical component enclosures
✓	Factory built wire harnesses with plug-in connections
Controls	
1	24" x 72" Control and monitoring cabinet
1	24" x 48" Control and monitoring cabinet
✓	High/medium/low dimming
20	30-amp contactors
5	On-Off-Auto (OOA) switches
Warranty	
✓	Musco's Constant 25™ product assurance and warranty program that eliminates 100% maintenance costs for 25 years, including labor, materials, monitoring and guaranteed light levels.



# STAFF REPORT

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February 15, 2023  
File Number 0810-20

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## SUBJECT

### **2022 OMNIBUS ZONING CODE UPDATE (PL22-0645)**

## DEPARTMENT

Development Services

## RECOMMENDATION

Request the City Council conduct a public hearing on the proposed Omnibus Zoning Code Update and act on the recommendation of the Planning Commission, which recommends the City Council:

- 1) Introduce Ordinance No. 2023-06, amending the Escondido Zoning Code (EZC) to address changes in State law, correct errors, and clarify or improve existing regulations in Articles 1 (General Provisions and Definitions), 6 (Residential Zones), 16 (Commercial Zones), 26 (Industrial Zones), 27 (Emergency Shelter Overlay), 39 (Off-Street Parking), 44 (Home Occupations), 47 (Environmental Quality), 49 (Air Space Condominium and Community Apartment Projects), 56 (Miscellaneous Development Standards), 57 (Miscellaneous Use Restrictions), 61 (Administration and Enforcement), 63 (Transient Lodging Facilities), 64 (Design Review), 66 (Sign Ordinance), 67 (Density Bonus and Residential Incentives), 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units), and 73 (Temporary Use, Outdoor Display and Sale of Retail Merchandise); and rescinding Article 22 (Heliport Overlay Zone).

Staff Recommendation: Approval (Development Services: Andrew Firestine, AICP)

Presenter: Veronica Morones, Principal Planner

## FISCAL ANALYSIS

This project has no direct fiscal impact to the City budget.

It is anticipated that the project will clarify development standards and streamline processes within the EZC allowing residents and applications wanting to invest in the community to more clearly understand local requirements.

## PREVIOUS ACTION

On December 13, 2022, the Planning Commission tabled the item to the next Planning Commission meeting scheduled on January 10, 2023.



# CITY *of* ESCONDIDO

## STAFF REPORT

On January 10, 2023, the Planning Commission voted 4-0-1-2, with two commissioners absent and one recusal, to recommend approval of the proposed amendments with modifications presented by the commission. Specifically, the Planning Commission recommended City staff modify the proposed language in Article 56 – Miscellaneous Development Standards as it pertains to prohibiting barbed wire fencing in the Estate Residential zone. Further detail on the recommended change is described under the Analysis section of this staff report. City staff incorporated the recommended change to Article 56 per the Planning Commission’s action.

### BACKGROUND

It is important that municipalities periodically review and update their codes and regulations to ensure they stay current and up-to-date. In 2017, the City initiated a new, reoccurring work program to annually review the Zoning Code to determine whether any updates are required such as state-mandated changes, error corrections, clarification of ambiguities or inconsistencies, conformance to the City’s Communications Plan (requiring use of AP Style), and address today’s land use challenges. Now, as established, the Planning Division is able to maintain a regular process and consistent schedule for maintaining the City’s codes and regulations. These amendments are combined into a single clean-up batch proposal as a means of efficiently modifying the Zoning Code titled the Omnibus Zoning Code Update.

The 2022 batch of amendments affects many articles of the Escondido Zoning Code, which is Chapter 33 of the Escondido Municipal Code (EMC). As with past omnibus updates, a majority of the changes are minor and meant to directly provide guidance to the public regarding Zoning Code requirements in Escondido. This year’s omnibus also includes a full repeal of Article 22 – Heliport Overlay Zone, since the previous Palomar Hospital site is under redevelopment and reflecting the development of Palomar Hospital on the west side of the City. The Planning Commission staff report (excerpted) is included as Attachment “1” to this staff report.

### ANALYSIS

For the 2022 Omnibus Zoning Code Update, the suggested amendment list includes modifications to various articles within the Zoning Code. Table “A” below categorizes the proposed amendments by their primary function: clarification of existing regulations and/or policies; grammatical error cleanup/consistency changes with existing regulations; streamlining of existing processes.



# CITY of ESCONDIDO

## STAFF REPORT

**Table A – Categorization of Proposed Amendments**

Clarification	Cleanup/Consistency Changes	Streamlined Process
<ul style="list-style-type: none"> <li>Article 1 – General Provisions and Definitions</li> <li>Article 6 – Residential Zones</li> <li>Article 57 – Miscellaneous Use Restrictions</li> <li>Article 63 – Transient Lodging Facilities</li> <li>Article 70 – Accessory Dwelling Units and Junior Accessory Dwelling Units</li> <li>Article 73 – Temporary Uses, Outdoor Display and Sale of Retail Merchandise</li> </ul>	<ul style="list-style-type: none"> <li>Article 16 – Commercial Zones</li> <li>Article 22 – Heliport Overlay (H-O) Zone</li> <li>Article 26 – Industrial Zones</li> <li>Article 27 – Emergency Shelter Overlay</li> <li>Article 39 – Off-Street Parking</li> <li>Article 47 – Environmental Quality</li> <li>Article 56 – Miscellaneous Development Standards</li> <li>Article 61 – Administration and Enforcement</li> <li>Article 64 – Design Review</li> <li>Article 66 – Sign Ordinance</li> <li>Article 67 – Density Bonus and Residential Incentives</li> </ul>	<ul style="list-style-type: none"> <li>Article 39 – Off-Street Parking</li> <li>Article 44 – Home Occupations</li> <li>Article 49 – Air Space Condominium and Community Apartment Projects</li> <li>Article 70 – Accessory Dwelling Units and Junior Accessory Dwelling Units</li> </ul>

For a summary on the specific articles and their corresponding proposed modification refer to Table 1 of Attachment “1.” The proposed changes that require further explanation can be found detailed in Attachment “1” as well. Attachment “2” provides a strikethrough and underlined version of all Zoning Code changes. Exhibit “B” to City Council Ordinance No. 2023-06 provides a “clean” copy of the changes and reflects how the EZC would read if adopted by City Council.

During the January 10, 2023 Planning Commission hearing, commissioners discussed the merits and/or requested clarification of proposed changes related to Articles 6, 39, 47, 49, 56, 61, 63, and 70. The Planning Commission recommended approval of the 2022 Omnibus to City Council with a modification to Article 56, section 33-1083, specifically to retain the existing exception that allows properties in the Estate Residential zone to use barbed wire fencing for agricultural purposes, subject to certain conditions. Under the initial proposed amendment to Article 56, City staff limited the exception strictly to the Agricultural Residential zone. Based on the Planning Commission’s recommendation, the exemption would also apply to properties in the Estate Residential zone, subject to the proposed criteria outlined under Article 56.



# CITY of ESCONDIDO

## STAFF REPORT

### ENVIRONMENTAL REVIEW

There are a number of CEQA exemptions that are applicable to the 2022 Omnibus Zoning Code Update, all listed below. Some of the proposed amendments are not considered a Project under CEQA, as defined in section 15378(b)(5) of the State CEQA Guidelines. The following is a list of categorical or statutory exemptions under CEQA that apply to the various proposed changes, in addition to section 15378(b)(5):

- The amendments that relate to error correction, formatting changes, and general reference cleans up, specifically those in Article 1 (General Provisions and Definitions), Article 22 (Heliport Overlay Zone), Article 27 (Emergency Shelter Overlay), Article 39 (Off-Street Parking), Article 44 (Home Occupations), Article 47 (Environmental Quality), Article 49 (Air Space Condominium and Community Apartment Projects), Article 57 (Miscellaneous Use Restrictions), Article 61 (Administration and Enforcement), Article 64 (Design Review), Article 66 (Sign Ordinance), Article 67 (Density Bonus and Residential Incentives), and Article 73 (Temporary Use, Outdoor Display and Sale of Retail Merchandise) are not considered a Project under CEQA, as defined in section 15378(b)(5) of the State CEQA Guidelines. The scope of these proposed changes includes corrective clerical errors or clarification of ambiguities and relates to organizational and administrative actions of government that will not result in direct or indirect physical changes in the environment.
- The amendments that relate to accessory dwelling units (Article 70) are statutorily exempt from CEQA pursuant to Public Resources Code section 21080.17 and CEQA Guidelines section 15282(h). Under Public Resources Code section 21080.17, CEQA does not apply to the adoption of an ordinance by a city or county to implement the provisions of Sections 65852.1 or 65852.2 of the Government Code (Accessory Dwelling Unit law). CEQA Guidelines section 15282(h) statutorily exempts the adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions of sections 65852.1 and 65852.2 of the Government Code as set forth in section 21080.17 of the Public Resources Code.
- The amendment that relates to fences and walls (Article 56) is categorically exempt pursuant to CEQA Guidelines section 15303 (New Construction or Conversion of Small Structures).
- The amendments that relate to a zone's permitted use table (Article 16 and Article 26) are categorically exempt pursuant to CEQA Guidelines section 15301 (Existing Facilities) as such uses are either already permitted in less intensive zones (i.e., broadcasting is an existing permitted use within commercial zones and SRO units are permitted through the hotel conversion permit process within existing structures).
- The amendments that relate to clarification of development standards for accessory buildings (Article 6) are categorically exempt pursuant to CEQA Guidelines section 15303 (New Construction or Conversion of Small Structures) as such regulations set maximum limits for size and area of such improvements.



# CITY of ESCONDIDO

## STAFF REPORT

- The amendments that relate to the applicability of an administrative adjustment of required parking up to 50 percent being processed under a conditional use permit when applied for concurrent with a conditional use (Article 39) and an up to 15 percent increase in residential density for hotel conversions proposing 100 percent SRO units (Article 63) are categorically exempt pursuant to CEQA Guidelines section 15301 (Existing Facilities) as such regulatory changes would result in negligible or no expansion of the existing or former uses. The administrative adjustment modification would streamline the number of permits required only in instances where a conditional use is applicable. Potential increases in 100 percent SRO unit hotel conversions would still be subject to the development standards of section 33-1348, which include limits on the ability to expand the existing structure for the purposes of conversion.

### ORDINANCES

- a. Ordinance No. 2023-06
- b. Ordinance No. 2023-06 Exhibits "A" and "B"

### ATTACHMENTS

- a. Attachment "1" – January 10, 2023, Planning Commission Staff Report (excerpted)
- b. Attachment "2" – Strikethrough/Underlined changes

## PLANNING COMMISSION

**Agenda Item No.: G.1**  
**Date: January 10, 2023**

**PROJECT NUMBER / NAME:** PL22-0645 / 2022 Omnibus Zoning Code Update

**REQUEST:** A series of amendments to the Escondido Zoning Code to address changes in state laws, correct errors, and clarify or improve existing regulations. The proposal involves minor amendments to Article 1 (General Provisions and Definitions), 6 (Residential Zones), 16 (Commercial Zones), 22 (Heliport Overlay Zone), 26 (Industrial Zones), 27 (Emergency Shelter Overlay), 39 (Off-Street Parking), 44 (Home Occupations), 47 (Environmental Quality), 49 (Air Space Condominium and Community Apartment Projects), 56 (Miscellaneous Development Standards), 57 (Miscellaneous Use Restrictions), 61 (Administration and Enforcement), 63 (Transient Lodging Facilities), 64 (Design Review), 66 (Sign Ordinance), 67 (Density Bonus and Residential Incentives), 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units), and 73 (Temporary Use, Outdoor Display and Sale of Retail Merchandise).

**LOCATION:** Citywide

**APPLICANT:** City of Escondido

**APN / APNS:** N/A

**PRIMARY REPRESENTATIVE:**  
Development Services, Planning  
Division

**GENERAL PLAN / ZONING:** N/A

**DISCRETIONARY ACTIONS REQUESTED:** Zoning Code Text Amendments

**PREVIOUS ACTIONS:** N/A

**PROJECT PLANNER:** Veronica Morones, Principal Planner

**CEQA RECOMMENDATION:** Statutorily or categorically exempt pursuant to Public Resources Code section 21080.17 and CEQA Guidelines sections 15282(h), 15301, 15303, or does not qualify as a "project" under CEQA.

**STAFF RECOMMENDATION:** Recommend approval of the Project to City Council

**REQUESTED ACTION:** Approve Planning Commission Resolution No. 2023-01

**CITY COUNCIL HEARING REQUIRED:** ☒ YES ☐ NO

**REPORT APPROVALS:**

- ☐ Andrew Firestone, AICP, Development Services Director  
☐ Adam Finestone, AICP, City Planner

**A. BACKGROUND:**

It is important that municipalities periodically review and update their codes and regulations to ensure they stay current and up-to-date. In 2017, the City initiated a new, reoccurring work program to annually review the Zoning Code to determine whether any updates are required such as state-mandated changes, error corrections, clarification of ambiguities or inconsistencies, conformance to the City's Communications Plan (requiring use of AP Style), and address today's land use challenges. Now, as established, the Planning Division is able to maintain a regular process and consistent schedule for maintaining the City's codes and regulations. These amendments are combined into a single clean-up batch proposal as a means of efficiently modifying the Zoning Code titled the Omnibus Zoning Code Update.

The 2022 batch of amendments affects many articles of the Escondido Zoning Code, which is Chapter 33 – Zoning of the Escondido Municipal Code (EMC). As with past omnibus updates, a majority of the changes are minor and meant to directly provide guidance to the public regarding Zoning Code requirements in Escondido. This year's omnibus also includes a full repeal of Article 22 – Heliport Overlay Zone, since the previous Palomar Hospital site is under redevelopment and reflecting the development of Palomar Hospital on the west side of the City.

Zoning Code text amendments are prepared as separate ordinances and require Planning Commission recommendation and City Council adoption.

**B. PROJECT ANALYSIS:**

For the 2022 Omnibus Zoning Code Update, the suggested amendment list includes modifications to various articles within the Zoning Code. The Articles and their corresponding proposed modification are detailed in Table 1 below. Further analysis is provided for Articles in denoted in **bold**.

**TABLE 1 - SUMMARY OF PROPOSED CHANGES**

Article	Proposed Change
Article 1 - General Provisions and Definitions	Creation of various new definitions and reference to an existing definition in another Chapter of the Escondido Municipal Code
Article 6 - Residential Zones	Clarification of development standards related to accessory structures
<b>Article 16 – Commercial Zones</b>	<b>Consistency alignment with Article 63, Sec. 33-1348 – Hotel Conversions;</b> reformatting
Article 22 – Heliport Overlay (H-O) Zone	Removal due to redevelopment of the prior Palomar Hospital site and relocation of the hospital use

Article 26 – Industrial Zones	Addition of broadcasting, recording, and sound studio use in industrial zones
Article 27 – Emergency Shelter Overlay	Reference clean up
<b>Article 39 – Off-Street Parking</b>	<b>Allows for parking adjustments subject to an Administrative Adjustment to be processed by CUP if required as a function of the use;</b> consistency cleanup of parking requirements for ADUs and Emergency Shelters
Article 44 – Home Occupations	Home Occupation Permit process streamlining
Article 47 – Environmental Quality	Consistency cleanups with the Climate Action Plan
Article 49 – Air Space Condominium and Community Apartment Projects	Consistency alignment with Chapter 32 – Subdivisions of the EMC
Article 56 – Miscellaneous Development Standards	Prohibiting use of barbed wire in residential zones
Article 57 – Miscellaneous Use Restrictions	Clarification of entitlement requirements for school uses
Article 61 – Administration and Enforcement	Clarification of general plan amendment initiation; extension of plot plan approval expiration
<b>Article 63 – Transient Lodging Facilities</b>	Clarification of requirements; <b>modification to residential density allowances for single-room occupancy projects</b>
Article 64 – Design Review	Consistency alignment with proposed changes to Article 49
Article 66 – Sign Ordinance	Reference clean up
Article 67 – Density Bonus and Residential Incentives	Correction of grammatical error; consistency with State law
<b>Article 70 – Accessory Dwelling Units and Junior Accessory Dwelling Units</b>	Clarification of requirements; <b>process streamlining</b>
Article 73 – Temporary Uses, Outdoor Display and Sale of Retail Merchandise	Clarification of requirements

A strikethrough and underlined version of all proposed Zoning Code changes is provided under Attachment 1. Exhibit B to Planning Commission Resolution No. 2023-01 (Attachment 2) provides a “clean” copy of the changes and reflects what they will look like if adopted by City Council.

**Article 16 – Commercial Zones**

The proposed change would permit for SRO units as a use allowed only within the General Commercial zone subject to the requirements of Article 63, Section 33-1348 – Hotel Conversions. In July 2021, City Council adopted the hotel conversion ordinance which authorized the ability for existing hotels and motels in all zoning districts to be converted to a range of housing types, such as multi-family residential, and single-room occupancy (SRO) units through the hotel conversion permit process (plot plan process). The ordinance was adopted with the intention of streamlining conversions and with a substantial demonstration of need for transitional housing and a desire to create regulatory incentives to encourage the conversion of hotels and models to supportive housing, transitional housing, and affordable housing. However, the hotel conversion ordinance did not include any modifications to any use tables within the Zoning Code at the time of adoption. Therefore, outside of certain specific plan areas that already permitted hotel conversions (such as the South Centre City Specific Plan), hotel conversions are not identified as a permitted use in any nonresidential zones.

**Article 39 – Off-Street Parking**

The proposed change would streamline the parking adjustment process for requests up to 25 percent. Article 39, Section 33-764 outlines the process for adjustments to nonresidential parking requirements. Under current regulations, up to 25 percent of the number of required parking spaces may be adjusted (i.e., waived) through the administrative adjustment permit process. Similarly, a minor conditional use permit (MCUP) may be processed to exceed the 25 percent threshold (i.e., waiving of required parking in excess of 25 percent). The proposed change would allow for project requests that include a regular CUP, coupled with a request for a reduction in parking up to 25 percent, to do so as a part of the parent CUP and not require an additional administrative adjustment permit. The proposed process parallels the existing process for parking adjustments in excess of 25 percent. In projects that require a CUP, coupled with a request for a parking reduction in excess of 25 percent (which would require a MCUP), the two requests are processed under the parent CUP. Without this change, a project proposing a conditional use with a parking reduction up to 25 percent would be required to obtain both a CUP for the use and an administrative adjustment permit for the parking reduction. Requests for parking adjustments up to 25 percent without a CUP would still be required to go through the administrative adjustment process.

**Article 63 – Transient Lodging Facilities**

The proposed change would allow for hotel or motel conversion projects to request an increase in the number of units up to 15 percent the existing number of permitted rooms through the CUP process for 100 percent SRO conversions only. The adoption of the hotel conversion ordinance in July 2021 established a residential density development standard for hotel conversions. Specifically, this residential density standard limits the number of proposed residential units to the number of existing rooms in the hotel or motel use. The hotel conversion ordinance also includes a minimum and maximum unit size for single-room occupancy (SRO) units, which is one of the types of housing units a hotel or motel may be converted to under Article 63. No other minimum/maximum unit size is established under the hotel conversion ordinance for other housing types. In existing hotels and motels, larger suites and rooms, as well as conference, meeting, and office space, may yield additional square footage for units that cannot currently be

converted because it would result in additional units. While the intent of the residential density standard is to inhibit intensification beyond that of the existing hotel or motel uses, the proposed language modification would allow for flexibility in 100 percent SRO unit conversions subject to the CUP process. The need for flexibility arises from Article 63's restriction of SRO unit size, limiting SROs to a maximum floor area of 400 square feet, and that SROs typically experience smaller occupancy numbers than traditional multi-family housing, such as apartments. The CUP process would ensure that any proposed increase beyond the permitted unit count to the hotel or motel does not result in an adverse impact to the site and community by having to meet required CUP findings. Hotel or motel conversions proposing 100 percent SRO units with no increase beyond the existing permitted room count would not be required to obtain a CUP.

### **Article 70 – Accessory Dwelling Units and Junior Accessory Dwelling Units**

The proposed change would streamline the accessory and junior accessory dwelling unit (ADU/JADU) permit process for single-family zoned properties. The City currently requires an applicant to obtain a planning permit for an ADU and JADU prior to obtaining a building permit. In an effort to simplify and streamline the ADU building process, the proposed changes to Article 70 would eliminate the planning permit requirement for ADUs and JADUs proposed on single-family zoned properties. Under the proposed modifications, an applicant would be able to permit an ADU through the building permit process, which would still allow the planning division to review for required development standards. For ADUs and JADUs proposed on multi-family zoned properties, an ADU planning permit would still be required and no change to the existing multi-family process would occur.

### **General Plan Conformance**

The proposed zoning code amendments are consistent with the General Plan in that they will not adversely impact the public health, safety and welfare because those related to Article 1 (General Provisions and Definitions), Article 6 (Residential Zones), Article 16 (Commercial Zones), Article 22 (Heliport Overlay Zone), Article 26 (Industrial Zones), Article 27 (Emergency Shelter Overlay), Article 39 (Off-Street Parking), Article 44 (Home Occupations), Article 47 (Environmental Quality), 49 (Air Space Condominium and Community Apartment Projects), Article 56 (Miscellaneous Development Standards), 57 (Miscellaneous Use Restrictions), Article 61 (Administration and Enforcement), Article 63 (Transient Lodging Facilities), Article 64 (Design Review), Article 66 (Sign Ordinance), Article 67 (Density Bonus and Residential Incentives), Article 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units), and Article 73 (Temporary Use, Outdoor Display and Sale of Retail Merchandise) are nominal in nature and/or are a requirement of state law. Further, the proposed changes to those articles listed above as well as the more substantive modifications outlined in Article 16 (Commercial Zones) Article 39 (Off-Street Parking), Article 63 (Transient Lodging Facilities), and Article 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units) are consistent with the Land Use and Community Form Chapter, Goal 2 and subsequent policy 2.1 in that the proposed changes provide clarification and cleanup of regulations that clearly and effectively implement land use development goals and objectives. The basis of establishing and updating, as necessary, local standards and guidelines for land use activities ensures land use compatibility is achieved. The batch of amendments relate to organizational effectiveness and efficiency and are considered a housekeeping measure. The proposed Zoning Code changes would make the code more internally consistent, and easier to

understand and apply. The amendments make corrections, clarifications, and updates to improve the application process or how the codes are administered.

### **FISCAL ANALYSIS:**

There will be no fiscal impact to the City of Escondido as a result of these amendments.

### **C. ENVIRONMENTAL STATUS:**

There are a number of CEQA exemptions that are applicable to the 2022 Omnibus Zoning Code Update, all listed below. Some of the proposed amendments are not considered a Project under CEQA, as defined in section 15378(b)(5) of the State CEQA Guidelines. The following is a list of categorical or statutory exemptions under CEQA that apply to the various proposed changes, in addition to section 15378(b)(5):

- The amendments that relate to error correction, formatting changes, and general reference cleans up, specifically those in Article 1 (General Provisions and Definitions), Article 22 (Heliport Overlay Zone), Article 27 (Emergency Shelter Overlay), Article 39 (Off-Street Parking), Article 44 (Home Occupations), Article 47 (Environmental Quality), Article 49 (Air Space Condominium and Community Apartment Projects), Article 57 (Miscellaneous Use Restrictions), Article 61 (Administration and Enforcement), Article 64 (Design Review), Article 66 (Sign Ordinance), Article 67 (Density Bonus and Residential Incentives), and Article 73 (Temporary Use, Outdoor Display and Sale of Retail Merchandise) are not considered a Project under CEQA, as defined in section 15378(b)(5) of the State CEQA Guidelines. The scope of these proposed changes includes corrective clerical errors or clarification of ambiguities and relates to organizational and administrative actions of government that will not result in direct or indirect physical changes in the environment.
- The amendments that relate to accessory dwelling units (Article 70) are statutorily exempt from CEQA pursuant to Public Resources Code section 21080.17 and CEQA Guidelines section 15282(h). Under Public Resources Code section 21080.17, CEQA does not apply to the adoption of an ordinance by a city or county to implement the provisions of Sections 65852.1 or 65852.2 of the Government Code (Accessory Dwelling Unit law). CEQA Guidelines section 15282(h) statutorily exempts the adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions of sections 65852.1 and 65852.2 of the Government Code as set forth in section 21080.17 of the Public Resources Code.
- The amendment that relates to fences and walls (Article 56) is categorically exempt pursuant to CEQA Guidelines section 15303 (New Construction or Conversion of Small Structures).
- The amendments that relate to a zone's permitted use table (Article 16 and Article 26) are categorically exempt pursuant to CEQA Guidelines section 15301 (Existing Facilities) as such uses are either already permitted in less intensive zones (i.e., broadcasting is an existing permitted use within commercial zones and SRO units are permitted through the hotel conversion permit process within existing structures).

- The amendments that relate to clarification of development standards for accessory buildings (Article 6) are categorically exempt pursuant to CEQA Guidelines section 15303 (New Construction or Conversion of Small Structures) as such regulations set maximum limits for size and area of such improvements.
- The amendments that relate to the applicability of an administrative adjustment of required parking up to 50 percent being processed under a conditional use permit when applied for concurrent with a conditional use (Article 39) and an up to 15 percent increase in residential density for hotel conversions proposing 100 percent SRO units (Article 63) are categorically exempt pursuant to CEQA Guidelines section 15301 (Existing Facilities) as such regulatory changes would result in negligible or no expansion of the existing or former uses. The administrative adjustment modification would streamline the number of permits required only in instances where a conditional use is applicable. Potential increases in 100 percent SRO unit hotel conversions would still be subject to the development standards of section 33-1348, which include limits on the ability to expand the existing structure for the purposes of conversion.

#### **D. PUBLIC INPUT:**

The 2022 Omnibus Zoning Code Update was noticed in accordance with Article 61, Division 6 of the Escondido Zoning Code. A public notice was published in the Escondido Times Advocate at least ten calendar days prior to this public hearing. Due to the nature of an Omnibus Zoning Code Update, staff did not conduct specific project-related outreach. As of the time the staff report was prepared, no public correspondence was received.

#### **E. CONCLUSION AND RECOMMENDATION:**

The Planning Division maintains a regular process and consistent schedule for maintaining the City's codes and regulations. These amendments are combined into a single clean-up batch proposal, referred to as the annual omnibus code cleanup, as a means of efficiently modifying the Zoning Code. The City proposes to amend the Municipal Code and Zoning Code to correct minor errors in the text, incorporate code interpretations, and improve existing regulations to eliminate uncertainty for staff, customers, and the public. The batch of amendments relate to organizational effectiveness and efficiency and are considered a housekeeping measure. The Planning Commission has the authority under Section 33-1262 of Article 61 of the Escondido Zoning Code (Administration and Enforcement Ordinance) to review and consider amendments to the Zoning Code, which requires a Planning Commission recommendation to City Council. No other discretionary permits are requested or required.

#### **ATTACHMENTS:**

1. Strikethrough and underline of proposed changes
2. Draft Planning Commission Resolution No. 2023-01 including Exhibits A - Findings, and B – Clean copy of proposed changes

**LEGEND:****Bold Text** – Headers (no text change unless denoted as below)**~~Bold Strikethrough~~** – Language Removed**Bold Underline** – Proposed Language

# Omnibus 2022

## ARTICLE 1. GENERAL PROVISIONS AND DEFINITIONS

### Definitions for Adjacent and Abutting, Restaurant, Off-Street Parking

#### Sec. 33-8. Definitions.

**Abutting-** a structure, lot, or parcel of land having a common boundary with another structure, lot, or parcel of land including a structure, lot, or parcel of land which have no common boundary other than a common corner.

**Adjacent-** a structure, lot, or parcel of land that is close or contiguous to another structure, lot, or parcel of land.

*Director* means the director of ~~community~~ development services.

**Restaurant-** See *Restaurant, Sec. 14-1.1 of Chapter 14*

**Off-Street Parking-** A site, or portion of a site, devoted to the parking of motor vehicles outside of the public right-of-way, including parking spaces, aisles, and access drives.

**LEGEND:**

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## **ARTICLE 6. RESIDENTIAL ZONES**

### **Size of Accessory Structures/Buildings to Primary**

#### **Sec. 33-103. Accessory buildings and building requirements.**

(a) Accessory buildings located within a required side or rear yard setback area for the primary structure shall be limited to one ~~(1)~~ story and ~~sixteen~~ (16) feet in height.

(b) Accessory buildings are subject to the property development standards as set forth in section 33-107, building requirements, generally.

(1) In addition to the restrictions of section 33-107, a guest house or accessory dwelling unit shall not have a total floor area that exceeds ~~fifty (50%) percent~~ of the existing living area of the main building, unless otherwise permitted pursuant to Article 70.

(2) A guest house may be attached to an accessory dwelling unit provided that the overall combined floor area of the combined building or structure does not exceed ~~seventy-five (75%) percent~~ of the main unit.

**(3) In addition to the restrictions of sections 33-102 and 33-107, any attached or detached accessory structure/building shall not exceed 49% of the existing/proposed habitable space area of the main building, unless otherwise permitted pursuant to Article 70.**

(c) The minimum distance between the residence (or main building) and a detached accessory building shall be ~~ten~~ (10) feet. If the residence (or main building) and detached accessory building are both one ~~(1)~~ story in height, then the minimum separation requirement may be reduced to five ~~(5)~~ feet. A minimum of five ~~(5)~~ feet is maintained for clear access between the detached accessory building and any other building or structure.

(d) Nothing in this section or in section 33-107 shall be construed to limit the development of an accessory dwelling unit in the location and manner as specified by Article 70.

**LEGEND:****Bold Text** – Headers (no text change unless denoted as below)**~~Bold Strikethrough~~** – Language Removed**Bold Underline** – Proposed Language**ARTICLE 16. COMMERCIAL ZONES****Addition of SRO use in Commercial Zones****Sec. 33-332. Principal land uses.**

The following Table 33-332 lists those uses in the commercial districts which are permitted (P) subject to administrative or plot plan review, or subject to a conditional use permit (C). Major conditional use permits (C) and minor conditional use permits (C#) shall be processed pursuant to Article 61, Division 1 of this chapter. In the planned development zones, permitted uses are identified in each planned development master plan approval. In addition to the uses listed below, the following uses shall be subject to conditional use permit requirements of section 33-1200 et seq., of this chapter.

(a) Any use or structure permitted or conditionally permitted in a zone and involving hazardous materials is subject to conditional use permit requirements of section 33-666 et seq., of this chapter.

(b) All uses permitted in the CN zone operating between the hours of 11:~~00~~ p.m. and 7:~~00~~ a.m. are subject to a minor conditional use permit.

(c) All uses and development permitted in the PD zone are subject to section 33-400 et seq., of this chapter.

**(d) The conversion of existing or vacant automobile dealerships to a new, substantially different, use shall require plot plan review pursuant to section 33-344 of this article.**

**Table 33-332****PERMITTED AND CONDITIONALLY PERMITTED PRINCIPAL USES**

~~The conversion of existing or vacant automobile dealerships to a new, substantially different, use shall require plot plan review pursuant to section 33-344 of this article.~~

*Note: The following use category to be added.*

Use Title	CG	CN	CP
Residential and Lodging			
<u>Single-Room Occupancy Units (Article 63)</u>	<u>P<sup>1</sup></u>		

**LEGEND:**

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**1 Single-Room Occupancy (SROs) Units shall only be permitted as a result of conversion from existing hotel/motel uses in the CG zone subject to Article 63, section 33-1348.**

P = Permitted use.

**LEGEND:****Bold Text** – Headers (no text change unless denoted as below)**~~Bold Strikethrough~~** – Language Removed**Bold Underline** – Proposed Language**ARTICLE 22. HELIPORT OVERLAY (H-O) ZONE****Removal of the Heliport Overlay Zone as it is no longer applicable****Article 22. RESERVED****~~Sec. 33-490. Purpose.~~**

~~—The purpose of the heliport overlay H-O zone is to eliminate potential safety problems by ensuring that the heights of structures in the vicinity of the Palomar Hospital remain compatible with the approved height and location of the flight path of the hospital's emergency heliport facility. A secondary purpose is to provide a mechanism by which owners and or prospective owners are made aware of height restrictions encumbering their property. (Zoning Code, Ch. 104, § 1047.1)~~

**~~Sec. 33-491. Use in combination.~~**

~~—The H-O zone may be applied in conjunction with any residential or commercial zoning category impacted by the flight path of the approved Palomar Hospital emergency heliport facility. (Zoning Code, Ch. 104, § 1047.2)~~

**~~Sec. 33-492. Permitted and conditional uses.~~**

~~—All permitted and conditional uses permitted by the zone over which the H-O designation is applied shall remain as specified by the individual zone. (Zoning Code, Ch. 104, § 1047.3)~~

**~~Sec. 33-493. Permitted accessory uses and structures.~~**

~~—All accessory uses and structures set forth in the provisions of the zone over which the H-O zone is applied shall remain as specified by the individual zone. (Zoning Code, Ch. 104, § 1047.4)~~

**~~Sec. 33-494 Property development standards.~~**

~~—(a) Property development standards as specified in the provisions of the zone over which the H-O zoning is applied shall prevail, except that height restrictions as specified in section 33-495 of this article shall prevail in cases where the height restrictions of the underlying zone are less restrictive.~~

~~—(b) In addition to the development standards imposed by section subsection (a) of this section, the following standard shall also apply:~~

~~—As a condition of approval for any new use or expansion of any existing use requiring a building permit, a deed restriction or equivalent document establishing a maximum~~

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~~height limit consistent with the requirements of section 33-495 shall be recorded. The language of the deed restriction or equivalent document shall be in a form satisfactory to the city attorney. This document shall have the dual purpose of both preventing potential safety problems resulting from structures encroaching into the required heliport flight path and alerting future owners as to the presence of the height restrictions. (Zoning Code, Ch. 104, § 1047.5)~~

**~~Sec. 33-495. Height restrictions.~~**

~~—Within the limits of the H-O zone as described in Figure 33-495, no structure may exceed the following maximum elevations:~~

<b>Area No.</b>	<b>Maximum Height</b>
<b>Area 1</b>	<b>780' MSL</b>
<b>Area 2</b>	<b>835' MSL</b>
<b>Area 3</b>	<b>900' MSL</b>
<b>Area 4</b>	<b>970' MSL</b>
<b>Area 5</b>	<b>780' MSL</b>
<b>Area 6</b>	<b>820' MSL</b>
<b>Area 7</b>	<b>860' MSL</b>
<b>Area 8</b>	<b>900' MSL</b>
<b>Area 9</b>	<b>920' MSL</b>
<b>Area 10</b>	<b>940' MSL</b>
<b>Area 11</b>	<b>980' MSL</b>

**Figure 33-495***Note: Figure to be removed***~~(Zoning Code, Ch. 104, § 1047.6)~~****~~Secs. 33-496—33-497. Reserved.~~**

**LEGEND:****Bold Text** – Headers (no text change unless denoted as below)**~~Bold Strikethrough~~** – Language Removed**Bold Underline** – Proposed Language**ARTICLE 26. INDUSTRIAL ZONES****Addition of Broadcasting and Recording Studios in select Industrial Zones****Sec. 33-564. Land uses.***Note: The following use category to be added***Table 33-564****PERMITTED AND CONDITIONALLY PERMITTED PRINCIPAL USES**

Use Title	I-O	M-1	M-2	I-P
<b><u>Broadcasting (radio and/or television), recording, and/or sound studios<sup>3</sup></u></b>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>

Notes:

\* = As determined by the director and the fire chief based on information provided by the business describing the quantity and nature of hazardous chemicals used.

\*\* = Retail or support service components greater than the maximum ~~fifteen (15%)~~ **percent** floor area/sales allowed by section 33-565 (Accessory uses and structures) is allowed only in M-1 and M-2 zones, subject to conditions in section 33-566—Specialized retail uses.

\*\*\* = Only on sites immediately adjacent to the general commercial zone and within ~~five hundred (500)~~ **feet** of public transportation.

\*\*\*\* = Only on sites within the emergency shelter overlay, Figure 33-661, and subject to the requirements of Article 27.

\*\*\*\*\* = Dog shelters generally means an establishment, especially one supported by charitable contributions, that provides a temporary home for dogs, cats and other animals that are offered for adoption.

1 = Pursuant to Article 33 of the zoning code (recycling facilities).

2 = Pursuant to section 33-576 of this article (animal boarding and daycare).

**3 = Includes instruction. Pursuant to Chapter 17, Article 12 (noise abatement and control)**

P = Permitted use.

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C = Conditionally permitted use subject to issuance of a conditional use permit; either major (C) or minor (C#) (pursuant to Article 61, Division 1 of this chapter).

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**ARTICLE 27. EMERGENCY SHELTER OVERLAY****Clarify Emergency Shelter Parking Requirements****Sec. 33-595. Development standards.**

(d) Off-street parking shall comply with Article **36\_39**, Off-Street Parking. Non-operational and non-registered vehicles shall not be kept on the site.

**LEGEND:****Bold Text** – Headers (no text change unless denoted as below)**~~Bold Strikethrough~~** – Language Removed**Bold Underline** – Proposed Language**ARTICLE 39. OFF-STREET PARKING****Streamlining nonresidential parking adjustments****Sec. 33-764. Adjustments to nonresidential parking.**

- (a) Administrative Adjustment. For uses in nonresidential zones, adjustments up to ~~twenty-five (25%) percent~~ of the number of parking spaces required by section 33-765 may be considered by the director upon the submittal of an application for an administrative adjustment, with the application fee adopted by city council. The director may approve or conditionally approve the request upon demonstration that the proposed adjustment will be compatible with adjacent properties or improvements. The director will consider the following: proximity to public transit; on-street and/or overflow parking; and the range of uses in the area. The director shall give notice of his or her intended decision as outlined in Article 61 of this chapter. Multiple requests for reductions of required parking spaces may be considered when the total of all requests for reductions related to the subject property does not exceed ~~twenty-five (25%) percent~~ of the overall number of parking spaces required for the entire property.
1. **When an adjustment to the number of parking spaces required for uses in a nonresidential zone is made in conjunction with a conditional use permit, the decision-making body for said conditional use permit shall be authorized to act on the parking adjustment as part of the action on the conditional use permit. No separate administrative adjustment shall be required.**

**LEGEND:****Bold Text** – Headers (no text change unless denoted as below)**~~Bold Strikethrough~~** – Language Removed**Bold Underline** – Proposed Language

**Removal of ADU parking requirement consistent with Article 70 and removal of redundancy emergency shelter use parking standard**

**Sec. 33-765. Parking spaces required.**

*Note: The following use category to be modified: Accessory dwelling units.  
The following use category to be removed: Emergency Shelters*

Use	Parking Spaces Required
<b>Residential</b>	
<b>Accessory dwelling units</b>	<del>One (1) parking space for the unit, in addition to those spaces required by this section for the primary residential use in accordance with section 33-1474 of Article 70. All spaces shall be located on-site. <u>None.</u></del>
<b><u>Hotel Conversions</u></b>	<b><u>Subject to Article 63, Sec. 33-1348(e)(11)</u></b>
<del><b>Emergency shelters</b></del>	<del>One (1) parking space for each employee, volunteer, service provider and non-client who will be on-site during peak periods, plus one (1) space per three (3) beds.</del>

**LEGEND:**

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**ARTICLE 44. HOME OCCUPATIONS****Home Occupation Permit Requirement****Sec. 33-850. Permit License required.**

A legally established dwelling unit shall not be used for business purposes unless a ~~home occupation permit (major or minor) business license~~ has first been issued by the ~~planning business license~~ division ~~of the community development department~~. A cottage food operation, as defined in the California Homemade Food Act, shall obtain a ~~minor home occupation permit business license~~. A Microenterprise Home Kitchen Operation (MEHKO), as defined by the County of San Diego Department of Environmental Health and Quality, shall obtain a business license. A business license for a home occupation shall not relieve the permittee of any other requirements of this code or other applicable law pertaining to licenses and license taxes.

**Sec. 33-851. Procedure.**

The director ~~of community development~~ may, upon application, authorize the issuance of a home occupation permit business license for a home occupation. Said license which shall state the home occupation permitted, the conditions attached, and any time limitations thereon. The ~~permit~~license shall not be issued unless the director is satisfied that the applicant will comply with all the conditions listed in sections 33-852 to 33-854 of this article ~~and the applicant has agreed in writing to comply with the conditions as applicable.~~

**Sec. 33-852. Minor Home Occupations Permits.**

A ~~minor home occupation permit~~business license is required for any business operated in a dwelling unit or accessory building which has little to no external indication of commercial activity and which is not a major home occupation, as authorized by section 33-853. Each and every one of the following conditions must be observed at all times by the holder of ~~a minor home occupation permit~~the business license.

(a) Employees. Employees or assistants who are not occupants of the dwelling shall not be employed on the premises, except where specifically permitted by law.

(b) The home occupation shall be conducted wholly within the structures on the premises and shall not exceed ~~twenty-five (25%) percent~~ of the total floor area of all legal structures on the premises.

**LEGEND:**

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(c) Inventory and supplies for the home occupation shall not occupy more than **fifty** ~~{50%}~~ **percent** of the permitted home occupation area.

(d) No structural alterations to the interior of the dwelling are permitted for the occupation if they would make it difficult to return the dwelling to exclusive residential use. External changes, which make the dwelling appear less residential in nature or function are prohibited.

(e) No storage of equipment, appliances, materials, or supplies shall be permitted where visible from the exterior of the property other than that storage normally found on the premises of a residence.

(f) No customer services or sales of goods, wares or merchandise shall be made on the premises, except where specifically permitted by law.

(g) Signs.

(1) No sign or advertising shall be displayed on the premises except where specifically required by law. Any required signs shall be no larger than the minimum size required by law.

(2) Residential addresses shall not be used in any advertising (i.e., newspaper advertisements, bulletin boards, paid electronic advertisements, and the like) unless otherwise required by law. Business cards and letterhead are not included in this requirement and may be permitted provided that they do not draw attention or customers to the property.

(h) No display of any kind shall be visible from the exterior of the premises.

(i) Parking.

(1) Required residential parking shall be maintained and available for residential parking.

(2) All maintenance, service, or commercial vehicles, trailers or equipment shall be parked or stored entirely within a building or structure. Other vehicles that bear advertisements associated with the home occupation, which may be used for personal use, must be parked or stored entirely within a building or structure or parked in a screened area so that the vehicle is not visible from the public right-of-way.

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(3) No more than one ~~(1)~~ business vehicle and one ~~(1)~~ trailer **isare** allowed for each resident involved in the home occupation.

(j) No mechanical or electrical apparatus, equipment or tools shall be permitted except those items which are commonly associated with residential use or use customary to home crafts.

(k) On-site manufacturing is prohibited as a ~~minor~~ home occupation, with the exception of custom and visual art crafts (e.g., jewelry, art, ceramics, etc.), custom sewing and fabric crafts, and light wood working.

(l) Traffic.

(1) The home occupation shall not generate pedestrian or vehicular traffic in excess of that customarily associated with the zone in which the use is located.

(2) Customers. On-site customers are prohibited **except as permitted for MEHKOs pursuant to California Health and Safety Code section 113825(a)(3).**

(3) Deliveries or pick-ups by normal delivery services shall occur between 8:00 a.m. and 5:00 p.m. No more than two ~~(2)~~ deliveries per day **except as permitted for MEHKOs pursuant to California Health and Safety Code section 113825(a)(9).**

(m) Cottage food operations. The following conditions shall apply to a minor home occupation for a cottage food operation **(CFO)**.

(1) No more than one ~~(1) home occupation permit for cottage food operations~~ **CFO** is permissible per legally established dwelling unit.

(2) No more than one ~~(1) part-time non-resident cottage food operation~~ **CFO** employee is allowed on the premises at a time.

(3) On-premises customers and non-resident employee(s) of a CFO are limited to 8:00 a.m. to 5:00 p.m., ~~forty (40)~~ hours per week maximum. The required residential parking for the dwelling unit shall not be used by the CFO customers and employee(s).

(4) A ~~cottage food operation~~ **CFO** shall comply with all other limitations of the California Homemade Food Act, which may be amended over time.

(n) Notwithstanding the above, all minor home occupations are also subject to the general conditions listed in section 33-854.

**LEGEND:**

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**(o) Microenterprise Home Kitchen Operations (MEHKO) shall be subject to Title 6, Division 1, Chapter 5 of the San Diego County Code of Regulatory Ordinances, which may be amended over time.**

**Sec. 33-853. Major home occupations Reserved.**

A ~~major home occupation permit~~**business license** is required for any business operated in a dwelling unit or accessory building which may have or has external indication of commercial activity, but remains a home occupation and not a primary **business use of the property**. Each and every one of the following conditions must be observed at all times by the holder of ~~a major home occupation permit~~**the business license**.

(a) Employees. Only members of the family or household residing on the premises, and no more than two ~~(2)~~non-residents who commute to the home to work, may be continuously employed at any one time on the site, except where specifically permitted by law. For the purposes of this article, a non-resident employee includes an employee, business partner, co-owner, or other person affiliated with the major home occupation who does not reside on the site, but who visits the site as part of the home occupation. This provision does not allow employee shifts, with each shift staffed by different non-resident employees even when only two ~~(2)~~non-resident employees are at the site at any one time.

(b) The home occupation shall be conducted wholly within the structures on the premises and shall not exceed ~~thirty-three (33%) percent~~ of the total floor area of all legal structures on the premises.

(c) Inventory and supplies for the home occupation shall not occupy more than ~~fifty (50%) percent~~ of the permitted home occupation area.

(d) Although the dwelling and site must remain residential in appearance, internal or external changes may be necessary to support the home occupation, such as lighting and access control.

(e) No storage of equipment, appliances, materials, or supplies shall be permitted where visible from the exterior of the property other than that storage normally found on the premises of a residence, except for the outdoor storage of soft landscaping materials. The outdoor storage of said soft landscaping materials is permitted only if the material is not visible from the public right-of-way. The storage of said materials must also not create a nuisance to surrounding property owners.

**LEGEND:****Bold Text** – Headers (no text change unless denoted as below)**~~Bold Strikethrough~~** – Language Removed**Bold Underline** – Proposed Language

(f) Retail sales of goods must be entirely accessory to any services provided on the site (such as hair care products sold as an accessory to hair styling services), except for merchandise crafted on-site (e.g., crafts and artwork).

(g) Signs.

(1) No sign or advertising shall be displayed on the premises except where specifically required by law. Any required signs shall be no larger than the minimum size required by law.

(2) Residential addresses may be used in print or electronic advertising provided that it is made clear that any on all on-site services are provided and/or offered by appointment only. Business cards and letterhead are not included in this requirement and may be permitted provided that they do not draw attention or customers to the property as drop-in or unannounced visits.

(h) No display of any kind shall be visible from the exterior of the premises.

(i) Parking.

(1) Required residential parking shall be maintained and available for residential parking.

(2) Home occupations with customer access shall maintain a driveway with a minimum depth of ~~twenty~~ (20) feet from the back of sidewalk, or edge of public right-of-way if no sidewalk exists, and be made available to customers or non-resident employees during business hours.

(3) The site shall have adequate on-site parking to accommodate the anticipated additional traffic or parking demand resulting from the proposed home occupation use, which may limit the intensity of home occupation types.

(4) With the exception of approved driveways, and supplemental parking allowances per section 33-110, no parking shall be allowed in required front or side yard setbacks.

(5) All maintenance, service, or commercial vehicles, trailers or equipment shall be parked or stored entirely within a building or structure. Other vehicles that bear advertisements associated with the home occupation, which may be used for personal use, must be parked or stored entirely within a building or structure or parked in a screened area so that the vehicle is not visible from the public right-of-way.

**LEGEND:****Bold Text** – Headers (no text change unless denoted as below)**~~Bold Strikethrough~~** – Language Removed**Bold Underline** – Proposed Language

(j) No mechanical or electrical apparatus, equipment or tools shall be permitted except those items which are commonly associated with residential use or use customary to home crafts.

(k) Traffic.

(1) The home occupation shall not generate pedestrian or vehicular traffic that noticeably affects the residential character of the neighborhood.

(2) Customers. No more than eight ~~(8)~~ clients or customers shall be on the premises in any one ~~(4)~~ day.

(3) Traffic, which exceeds eight ~~(8)~~ clients, customers, normal deliveries, or combination thereof per day, shall be a prima facie evidence that the activity is a primary business and not a home occupation.

(4) Customer or client business-related visits and non-resident employee arrivals and departures shall occur between 8:00 a.m. and 8:00 p.m.

(5) Deliveries or pick-ups by normal delivery services shall occur between 8:00 a.m. and 5:00 p.m.

(l) If the major home occupation is to be conducted from rental property, the property owner's authorization for the proposed use shall be obtained prior to approval.

(m) Notwithstanding the above, all major home occupations are also subject to the general conditions listed in section 33-854.

**Sec. 33-854. General conditions.**

The following conditions are applicable to minor and major home occupations, in addition to the conditions provided for in section 33-852 for minor home occupations and section 33-853 for major home occupations.

(a) Any special condition established by the director and made of record in the home occupation ~~permit~~**business license**, as ~~he or she~~**they** may deem necessary to carry out the intent of this section, shall be met.

(b) Prohibited uses. The following uses are not incidental and secondary to the use of the dwelling as a residence nor are they compatible with surrounding residential uses and

**LEGEND:****Bold Text** – Headers (no text change unless denoted as below)**~~Bold Strikethrough~~** – Language Removed**Bold Underline** – Proposed Language

shall be prohibited as home occupations, notwithstanding the provisions of any other section of this article.

(1) Motor vehicle, trailer, boat, and heavy equipment repair or restoration (body or mechanical), upholstery, and painting;

(2) Vehicle services, including stereo and car alarm installation, and on-site vehicle detailing (washing, waxing, etc.);

(3) Vehicle on-site sales;

(4) Medical or professional clinics;

(5) Veterinary clinics;

(6) Commercial kennels and on-site pet day care facilities;

(7) Massage establishments;

(8) Tattoo and/or body art/piercing establishments;

(9) Ammunition, explosives, or fireworks sales, use, or manufacturing;

(10) Manufacture of any type of fuel(s) for use, storage, dispensing, or sales; and

(11) Other similar uses determined by the director not to be incidental or secondary to or compatible with residential activities.

(c) There shall be complete conformity with fire, building, plumbing, electrical and health codes and to all state and city laws and ordinances.

(d) The home occupation shall not create impacts on municipal or utility services or community facilities from hazardous materials and other materials introduced into the wastewater system in excess of levels usually and customarily related to residential uses.

(e) The home occupation shall not cause a demand for municipal or utility services or community facilities in excess of those usually and customarily provided for residential uses.

**LEGEND:****Bold Text** – Headers (no text change unless denoted as below)**~~Bold Strikethrough~~** – Language Removed**Bold Underline** – Proposed Language

(f) The home occupation shall be clearly incidental and secondary to the use of the dwelling for residential purposes and shall not alter the residential character of the premises.

(g) The home occupation shall not unreasonably disturb the peace and quiet of the neighborhood as follows:

(1) No excessive mechanical equipment which produces vibration, smoke, dust, odors, heat, glare, or noxious fumes resulting from a home occupation or interferes with radio and television reception, shall exceed that which is normally produced in a single-family dwelling.

(2) Any noise generated by the home occupation shall be consistent with the requirements of Article 12 (Noise Abatement and Control) of Chapter 17 (Offenses) of the Escondido Municipal Code.

(3) No production, generation, or storage of any hazardous substances or materials beyond an amount that is commonly used for a single-family dwelling shall be permitted.

(h) All **business licenses for** home occupations ~~permits~~ are subject to immediate cancellation in the event that the zoning regulations applicable to the premises are amended to prohibit such use.

(i) A ~~home occupation permit~~ **business license for a home occupation** issued to one ~~(1)~~ person shall not be transferable to any other person, entity, or business, and is valid only for the property address set forth in the ~~permit~~ **license**.

**Sec. 33-855. Noncompliance.**

Any **business license for a** home occupation ~~permit~~ shall be revoked by the **business license division at the direction of the** director ~~of community development~~ upon violation of any requirements of this article, or upon failure to comply with any of the conditions or limitations of the ~~permit~~ **license**, unless such violation is corrected within three ~~(3)~~ days of the giving of written notice thereof. A ~~permit~~ **license** may be revoked for repeated violation of the requirements of this article, notwithstanding compliance with the notice.

**LEGEND:**

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**Sec. 33-856. Denial or revocation.**

In the event of denial of any **permit**~~license~~, or the revocation thereof, or of objection to the limitations placed thereon, appeal may be **had made to the planning commission, whose decision shall be final**~~pursuant to section 33-1303~~.

**Sec. 33-857. ~~Business license also required~~Reserved.**

~~A home occupation permit is not a business license and the granting of a home occupation permit shall not relieve the permittee of any other requirements of this code pertaining to business licenses and license taxes.~~

**LEGEND:****Bold Text** – Headers (no text change unless denoted as below)**~~Bold Strikethrough~~** – Language Removed**Bold Underline** – Proposed Language**ARTICLE 47. ENVIRONMENTAL QUALITY****Climate Action Plan consistency clean up****Sec. 33-924. Coordination of CEQA, quality of life standards, and growth management provisions.**

(a) Negative and mitigated negative declarations. In situations where the preparation of a negative declaration is otherwise appropriate, yet quality of life standard deficiencies are found to exist, a negative declaration may still be prepared under the following circumstances, as applicable:

(6) Greenhouse gas (GHG) emissions. In situations where a negative declaration is otherwise appropriate, the following incremental GHG emissions are generally not considered significant:

(A) Projects that do not generate more than ~~two thousand five hundred (2,500)~~ metric tons (MT) of carbon dioxide equivalent (CO<sub>2</sub>e) GHG emissions and that are consistent with the General Plan, or

(B) Projects generating more than ~~two thousand five hundred (2,500)~~ MT of CO<sub>2</sub>e that are consistent with the general plan, and that have demonstrated consistency with the Climate Action Plan (CAP) through completion of the CAP Consistency Checklist, adopted by separate resolution, or

(C) Projects generating more than ~~five hundred (500)~~ MT of CO<sub>2</sub>e that are consistent with the general plan, and that cannot demonstrate consistency with the CAP through completion of the CAP Consistency Checklist due to unique land uses or circumstances for which no measures in the checklist would apply, but that can demonstrate consistency with the CAP through comparison to a numerical GHG threshold of 2.0 MT CO<sub>2</sub>e per service population per year, or

(D) Projects that are not consistent with the general plan and will generate greater GHG emissions than the allowable uses under the existing general plan land use designation that demonstrate through a project-specific analysis quantifying GHG emissions that through mitigation and design features, the project reduces GHG emissions consistent with the CAP;

**LEGEND:**

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## **ARTICLE 49. AIR SPACE CONDOMINIUM AND COMMUNITY APARTMENT PROJECTS**

### **Align condominium or condominium conversions with the subdivision ordinance**

#### **Sec. 33-951. Condominium or condominium conversion application**

(a) Permit required for new condominium projects and conversions to condominium ownership. A condominium permit and design review shall be required for all condominiums to be constructed or for existing buildings to be converted to condominiums in the City of Escondido.

(1) Application for a condominium permit ~~in the Downtown Specific Plan, East Valley Specific Plan, and South Centre City Specific Plan~~ shall be made to the director of ~~community~~ development services, unless the action includes discretionary permits for which the planning commission or city council is the decision-making body.

~~—(2) Application for a condominium permit in any other area of the city not covered by subsection (a)(1) shall be made to the city council, through the planning division and in accordance with procedures set forth in this chapter.~~

#### **Sec. 33-952. Commission action.**

If required under pursuant to section 33-951~~(a)(2)~~, the planning commission shall review the application for a condominium permit and recommendation of the planning division. A public hearing on the application shall be held in accordance with Division 6 of Article 61 of this chapter, ~~and a~~ recommendation shall be forwarded to the city council if the action includes discretionary permits for which the city council is the decision-maker.

#### **Sec. 33-954. City council action.**

If required under pursuant to section 33-951~~(a)(2)~~, after the submission of a formal recommendation by the planning commission, the city council shall review the application and recommendation during a public hearing held in accordance with Division 6 of Article 61 of this chapter, and shall approve, modify or disapprove the ~~action of the planning commission~~ condominium permit.

**LEGEND:****Bold Text** – Headers (no text change unless denoted as below)**~~Bold Strikethrough~~** – Language Removed**Bold Underline** – Proposed Language**Sec. 33-964. Required notices to tenants.**

Condominium permits for the conversion of existing units are subject to all state-mandated notice requirements including:

(a) Current tenants of the apartments to be converted must be notified through mail, a minimum of ~~sixty~~ (60) days prior to the filing of the application;

(b) Written notice of the proposed conversion, has been, and will continue to be given to all subsequent tenants;

(c) Each tenant has received ~~ten~~ (10) days' written notification that an application for a public report will be, or has been, submitted to the Department of Real Estate;

(d) Written notice of intent to convert has been, or will be provided to current residents for a minimum duration of ~~one hundred eighty~~ (180) days prior to terminating tenancy;

(e) Notice must be provided to each tenant a minimum of ~~ten~~ (10) days prior to any public hearing on the conversion;

(f) A copy of the staff report must be provided to each tenant a minimum of three ~~(3)~~ days prior to any scheduled public hearing involving the proposed conversion. The applicant shall pay all copying, mailing, and handling costs in an amount adopted by resolution of the city council;

(g) Notice of the ~~city council's~~ ultimate authority's decision must be provided to each tenant ~~ten~~ (10) days after the approval of a final map;

(h) A ~~ninety~~ (90) day notice of exclusive right to purchase from date of issuance of the subdivision public report per Section 11018.2 of the [Business and Professions Code](#).

In addition to the notice requirements listed in this section, tenants shall be given notice of preferential opportunities to purchase an alternate unit on a first-come, first-serve basis. Additionally, the notice of intent to convert may not be provided until after ~~city council~~ approval of the tentative subdivision map and condominium permit.

All notices must be personally delivered or sent via certified U.S. mail.

**LEGEND:**

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## **ARTICLE 56. MISCELLANEOUS DEVELOPMENT STANDARDS**

### **Modifications to barbed wire allowances**

#### **Sec. 33-1083. General fence and wall provisions**

(a) Materials. Fences or walls may be constructed of any suitable materials in a manner appropriate to its design.

#### **(1) Prohibited Materials:**

**(A) Fences shall not contain electrification. Electrified fencing**

**(B) In any residential zoning district, Bbarbed** wire, razor wire, or other similar fences with affixed sharp instruments;

**(C) Subsection (B) above notwithstanding, are specifically not permitted in any residential zoning district, except that** barbed wire is permitted in agricultural and residential estate zones **on properties** being used for agriculture or animal husbandry, **subject to the following criteria:**

**(i) Properties must be a minimum of two acres;**

**(ii) Such fencing shall not be kept in a manner that is unsafe, abandoned or a materially dangerous condition;**

**(iii) Such fencing shall be set back from any public street or other public right-of-way a minimum of 20 feet unless it is not visible from such street or right-of-way; and**

**(iv) Such fencing shall not be placed on the rooftop of any building.**

**LEGEND:**

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## **ARTICLE 57. MISCELLANEOUS USE RESTRICTIONS**

### **Clarifying what Entitlement (if any) is required for Schools**

#### **Sec. 33-1103. Nursery, primary and secondary education.**

~~Conditional use permits for~~ For nursery, primary and secondary education (except small and family day care homes), **permits as required by the underlying zoning designation**, may be granted by the **director**, zoning administrator or planning commission upon consideration of the following criteria:

- (a) An off-street area for the loading and unloading of children from vehicles should be provided and should be designed so as to provide for the forward movement of vehicles both upon entering and leaving the site;
- (b) The ~~conditional~~ use ~~permit~~ shall be conditioned upon there being off-street parking in conformance with Article 39 of this chapter.

**LEGEND:**

**Bold Text** – Headers (no text change unless denoted as below)

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## **ARTICLE 61. AMENDMENTS AND ZONE CHANGES**

### **Incorporation of general plan amendment initiation**

#### **Sec. 33-1261. Application, initiation and fee.**

(a) An application for a zoning amendment may be initiated by the city or by the owner of property subject to the amendment. Applications shall be on city forms and accompanied by the applicable fee.

(b) An application for a general plan amendment/specific plan amendment may be initiated by the city or by the owner of property subject to the amendment. Applications initiated by the owner of the property subject to the amendment require initiation authorization by the city council. Applications shall be on city forms and accompanied by the applicable fees.

### **Plot plan expiration**

#### **Sec. 33-1317. Expiration and extension of time.**

Unless otherwise specified in the action approving a plot plan, said approval shall become automatically null and void unless the project authorized by the plot plan approval has been substantially implemented within ~~twelve (1224)~~ months from the approval date. The abandonment or non-use of a plot plan approval for a period of ~~twelve (1224)~~ months shall also result in such approval becoming automatically null and void. The director shall have authority to grant extensions to the deadlines in this section. Once any portion of a plot plan is utilized, the other conditions thereof become immediately operative and must be strictly complied with.

**LEGEND:****Bold Text** – Headers (no text change unless denoted as below)**~~Bold Strikethrough~~** – Language Removed**Bold Underline** – Proposed Language**ARTICLE 63. TRANSIENT LODGING FACILITIES****Hotel conversion update: permit type, unit count and parking.****Sec. 33-1348. Hotel conversions.**

(e) Development Standards and Land Use Regulations. Development regulations shall be those of the base district in any zoning district in which an existing hotel or motel is located to ensure that hotel conversions may be designed, located, and operated compatibly with uses on adjoining properties and in the surrounding area. Exceptions to the development standards and land use regulations of any zoning district as enumerated in this subsection shall be provided to incentivize the reuse of hotel, motels, and other transient lodgings for group home or quarters, SRO units, multifamily housing, or combination thereof. When there are General Plan, Zoning Map, or specific plan amendments contemplated or under study as part of the hotel conversion request, the city may apply additional terms, limitations, or conditions to the application request so that the use more closely aligns with applicable, objective General Plan and zoning standards.

(1) Minimum Lot Size. There shall be no applicable minimum lot width, depth, or total lot size for hotel and motel conversions.

(2) Residential Density. The resulting number of residential units after the conversion shall be no greater than the number of guest rooms in the existing hotel or motel **unless otherwise described below.**

**(A) For 100% SRO conversions, a request to increase the number of residential units up to 15% of the number of permitted guest rooms in the existing hotel or motel may be considered by the planning commission upon submittal of a conditional use permit pursuant to Article 61, Division 1, with the application fee adopted by city council.**

(11) Parking. The number of off-street parking spaces required in connection with any particular land use shall be not less than the amount set forth ~~by Article 39 of the Zoning Code unless modified herein below.~~

~~(A) The number of off-street parking spaces required in connection with any particular land use shall be not less than the amount set forth by Article 39 of the Zoning Code unless modified herein.~~

~~(i)~~**(A)** Market rate SRO/**Multi-family** units shall provide a minimum of one ~~(1)~~ parking space per unit.

**LEGEND:****Bold Text** – Headers (no text change unless denoted as below)**~~Bold Strikethrough~~** – Language Removed**Bold Underline** – Proposed Language

**~~(ii)(B)~~** The parking required for restricted group homes or quarters, SRO units, or multifamily dwelling units to be sold or rented to lower income households or target populations shall not exceed 0.5 parking spaces per unit.

**~~(iii)(C)~~** If utilized for supportive housing development, consistent with Supportive Housing Law ([Government Code](#) sections 65650 – 65656), if the supportive housing is located within one-half (1/2) mile of a public transit stop, no minimum parking requirements shall be applied for the units occupied by supportive housing residents, pursuant to [Government Code](#) section 65654.

**~~(B)(D)~~** Guest Parking Requirements.

(i) Market rate SRO units shall provide one **~~(1)~~** guest parking space for every eight **~~(8)~~** SRO units (0.125 guest parking spaced per unit).

(ii) The requirement to provide guest parking is waived for restricted, lower-income affordable dwelling units. Restricted SRO units or multifamily units with more than **~~thirty~~** **~~(30)~~** converted guest rooms shall not be eligible for this waiver provision for the portion of units that exceeds **~~thirty~~** **~~(30)~~** units; and shall provide one **~~(1)~~** guest parking space for every eight **~~(8)~~** SRO units (0.125 guest parking spaces per SRO unit), with a minimum of one **~~(1)~~** guest parking space per project and a maximum of **~~fifteen~~** **~~(15)~~** stalls for guest parking.

(C) With the exception of projects that allow only senior residents, projects that have less than one **~~(1)~~** automobile parking space per unit shall provide one **~~(1)~~** easily accessible space for storing and locking a bicycle per unit. For projects that provide one **~~(1)~~** or more parking spaces per unit, at least one **~~(1)~~** bicycle storage space for every three **~~(3)~~** units shall be provided.

**LEGEND:**

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**ARTICLE 64. DESIGN REVIEW****Align condominium or condominium conversions with the subdivision ordinance****Sec. 33-1354. Jurisdiction.**

The following commercial, industrial, multifamily residential, and other projects shall be subject to design review by the planning commission, unless otherwise noted:

(a) Planned development projects, condominium permits **requiring a tentative subdivision map**, and all projects (besides single-family projects) requiring discretionary approval by the planning commission and involving new construction;

(b) Proposed development standards or design guidelines for specific plans and overlay districts;

(c) Proposed signs as specified pursuant to Article 66, Sign Ordinance;

(d) City-initiated projects that involve public facilities, including, but not limited to, libraries, major park structures, police stations, or fire stations, or major architectural or site modifications to existing public facilities.

**LEGEND:**

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**ARTICLE 66. SIGN ORDINANCE****Reference Correction****Sec. 33-1395. Sign standards—General.**

All permanent freestanding signs shall not obstruct the vehicle sight distance area at the intersections and driveways to the satisfaction of the engineering department. Freestanding signs shall not be placed within easements or over utility lines, except with the prior written approval of all easement holders. Any site plans submitted in conjunction with a sign permit application for a freestanding sign shall identify the location of easements or public or private utilities within ~~fifty~~ (50) feet of the proposed sign location. On sites where the existing street is not constructed to the full designated width, signs shall be located behind the ultimate property line unless otherwise approved by the planning division and the engineering department with an agreement for future removal or relocation. In addition, all permanent freestanding signs shall incorporate the numerical address, or range of addresses, of the parcel or commercial center at which the sign is located. The area of the address shall not be counted in the area of the signs. All illuminated signs shall be equipped with automatic timing devices so that the lighting is turned off between the hours of 11:~~00~~ p.m. and sunrise, unless exempt pursuant to Article ~~25~~ 35, Outdoor Lighting.

**LEGEND:****Bold Text** – Headers (no text change unless denoted as below)**~~Bold Strikethrough~~** – Language Removed**Bold Underline** – Proposed Language**ARTICLE 67. DENSITY BONUS AND RESIDENTIAL INCENTIVES****Consistency clean up items for state law compliance****Sec. 33-1413. Stand incentives for new residential construction**Sec. 33-1413. Standard incentives for new residential construction.

(b) Density bonus. When a developer seeks and agrees to construct a housing development meeting the criteria specified in subsection (a) of this section, the decision-making body shall grant a density bonus subject to the following:

(1) The amount of density bonus to which a housing development is entitled shall vary. The density bonus may be increased according to the percentage of affordable housing units provided above the minimum percentages established in subsection (a) of this section, but shall not exceed ~~thirty-five (3550%) percent~~, except in accordance with subsection (~~dc~~) of this section or as otherwise authorized by State Density Bonus Law.

(c) Density bonus in excess of ~~3550%~~. In cases where a developer requests a density bonus in excess of that which is specified in this section, the city council may grant, at its discretion, the requested density bonus, subject to the following:

(1) The project meets the requirements of this article and State Density Bonus Law.

(2) The requested density increase, if granted, is an additional density bonus and shall be considered an incentive.

(3) The city council may require some portion of the additional density bonus units to be designated as target units, at its discretion.

(d) Granting a lower density bonus. A qualified developer for a density bonus and/or additional incentives and concessions pursuant to subsection (a) of this section may request and accept a lesser density bonus, including no increase in density, and shall still be entitled to those additional concessions or incentives as specified in 33-1415. No reduction will be allowed in the number of target units required.

**LEGEND:****Bold Text** – Headers (no text change unless denoted as below)**~~Bold Strikethrough~~** – Language Removed**Bold Underline** – Proposed Language**ARTICLE 70. ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS****Removal of accessory dwelling unit permit for single family residential only****Sec. 33-1471. Reserved**Sec. 33-1471. ~~Reserved~~ Permitted zones.

Accessory dwelling units and junior accessory dwelling units shall be permitted in areas zoned to allow single-family or multifamily dwelling residential uses, subject to ~~the approval of an accessory dwelling unit permit~~ Sec. 33-1472 of this Article.

**Sec. 33-1472. ~~Permitted zones~~ Permit required.**

~~— Accessory dwelling units and junior accessory dwelling units shall be permitted in areas zoned to allow single-family or multifamily dwelling residential use, subject to the approval of an accessory dwelling unit permit.~~

(a) Accessory dwelling units on properties with legally established multifamily residential dwellings are subject to the approval of an accessory dwelling unit permit.

(b) Accessory dwelling units and junior accessory dwelling units on properties with legally-established single-family residential dwellings are subject to the approval of a building permit, unless additional requirements apply as described under Sec. 33-1475, Other Regulations.

**Modification to allowable conversion space of habitable structures****Sec. 33-1473. Occupancy limitations.**

(a) Allowed use.

(3) Number of accessory dwelling units on legal lots with existing multifamily dwelling units:

(A) Shall be permitted to construct at least one accessory dwelling unit within portions of existing multifamily dwelling structures that are existing non-habitable space, and shall allow up to ~~twenty-five (25%) percent~~ of the units in each existing multifamily dwelling structure, in accordance with [Government Code](#) section 65852.2(e).

**LEGEND:****Bold Text** – Headers (no text change unless denoted as below)**Bold Strikethrough** – Language Removed**Bold Underline** – Proposed Language

**Existing detached accessory structures cannot be attached to a multi-family dwelling structure for the purposes of creating an accessory dwelling unit; ~~or and~~**

(B) Not more than two ~~(2)~~ accessory dwelling units are permitted that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling.

(C) For purposes of this article, “multifamily dwelling structure” or “multifamily dwelling” is defined as a structure with two ~~(2)~~ or more attached dwellings on a single lot.

### **Sec. 33-1477. Application and procedure.**

The director shall approve or disapprove an application for an accessory dwelling unit ~~or junior accessory dwelling unit~~, ministerially, within ~~sixty (60)~~ days after receiving a complete application. ~~if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the director may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the director acts on the permit application to create the new single-family dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing.~~ If the applicant requests a delay, the ~~sixty (60)~~ day time period shall be tolled for the period of the delay. **Only accessory dwelling units associated with existing multi-family dwelling units shall be required to obtain an accessory dwelling unit permit.**

**LEGEND:**

**Bold Text** – Headers (no text change unless denoted as below)

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## **ARTICLE 73. TEMPORARY USES, OUTDOOR DISPLAY AND SALE OF RETAIL MERCHANDISE**

### **Application of Article 35 on Temporary Use Permit Events**

#### **Sec. 33-1534. Development standards.**

(9) All exterior lighting utilized in conjunction with outdoor displays, **or temporary events approved with a temporary use permit,** shall conform to the requirements of Article 35, Outdoor Lighting.

## ORDINANCE NO. 2023-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
 ESCONDIDO, CALIFORNIA, APPROVING THE 2022  
 OMNIBUS THAT AMENDS VARIOUS ARTICLES OF THE  
 ESCONDIDO ZONING CODE

CASE NO.: PL22-0645

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

SECTION 1. The City Council makes the following findings:

- a) The City of Escondido Planning Division conducts an annual review of the Escondido Zoning Code to determine if any revisions are necessary to reflect State mandated changes, to correct errors or inconsistencies, and to address land use considerations that have previously been overlooked.
- b) Planning Division staff identified the need to amend Articles 1 (General Provisions and Definitions), 6 (Residential Zones), 16 (Commercial Zones), 26 (Industrial Zones), 27 (Emergency Shelter Overlay), 39 (Off-Street Parking), 44 (Home Occupations), 47 (Environmental Quality), 49 (Air Space Condominium and Community Apartment Projects), 56 (Miscellaneous Development Standards), 57 (Miscellaneous Use Restrictions), 61 (Administration and Enforcement), 63 (Transient Lodging Facilities), 64 (Design Review), 66 (Sign Ordinance), 67 (Density Bonus and Residential Incentives), 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units), and 73 (Temporary Use, Outdoor Display and Sale of Retail Merchandise); and to rescind Article 22 (Heliport Overlay Zone).
- c) The Planning Commission of the City of Escondido, on December 13, 2022, held a duly noticed public hearing to consider the Zoning Code Amendments and tabled the item to a date certain of January 10, 2023.

d) The Planning Commission of the City of Escondido, on January 10, 2023, held a public hearing to consider the Zoning Code Amendments and recommended approval (4-0-1-2) of the items as provided in Exhibit “B.”

SECTION 2. The City Council of the City of Escondido did hold a duly noticed public hearing on February 15, 2023, as prescribed by law. At said hearing, this City Council received and considered the reports and recommendations of the Planning Commission and City staff, and gave all persons full opportunity to be heard and to present evidence and testimony respecting said matter. Evidence was submitted to and considered by the City Council, including, without limitation:

- a. Written information including plans, studies, written and graphical information, and other material, submitted as part of the request;
- b. Oral testimony from City staff, interested parties, and the public;
- c. The City Council staff report, dated February 15, 2023, with its attachments as well as City staff’s recommendation on the request, which is incorporated herein as though fully set forth herein;
- d. The Planning Commission’s recommendation on the request; and
- e. Additional information submitted during the public hearing.

SECTION 3. Upon consideration of the Findings of Fact/Factors to be considered, attached hereto as Exhibit “A” and incorporated herein by reference as though fully set forth herein, the City Council desires at this time and deems it to be in the best public interest to approve said amendments, attached as Exhibit “B” hereto and incorporated herein by this reference as though fully set forth herein.

SECTION 4. ENVIRONMENTAL REVIEW. The proposed Zoning Code Amendments are statutorily or categorically exempt from further review pursuant to the California Environmental Quality Act (“CEQA”) and the State CEQA Guidelines, or are not considered a Project under CEQA, as follows:

- a. A number of the amendments are not considered to be a Project under CEQA, as defined in section 15378(b)(5), specifically amendments that relate to error correction, formatting changes, and general reference cleans up, and for those amendments no further environmental review is required; and
- b. The amendments that relate to accessory dwelling units (Article 70) are statutorily exempt from CEQA pursuant to Public Resources Code section 21080.17 and CEQA Guidelines section 15282(h). Under Public Resources Code section 21080.17, CEQA does not apply to the adoption of an ordinance by a city or county to implement the provisions of Sections 65852.1 or 65852.2 of the Government Code (Accessory Dwelling Unit law). CEQA Guidelines section 15282(h) statutorily exempts the adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions of sections 65852.1 and 65852.2 of the Government Code as set forth in section 21080.17 of the Public Resources Code; and
- c. The amendment that relates to fences and walls (Article 56) is categorically exempt pursuant to CEQA Guidelines section 15303 (New Construction or Conversion of Small Structures); and
- d. The amendments that relate to a zone’s permitted use table (Article 16 and Article 26) are categorically exempt pursuant to CEQA Guidelines section 15301 (Existing Facilities) as such uses are either already permitted in less intensive zones (i.e., broadcasting is an existing permitted use within commercial zones and SRO units are permitted through the hotel conversion permit process within existing structures); and

- e. The amendments that relate to clarification of development standards for accessory buildings (Article 6) are categorically exempt pursuant to CEQA Guidelines section 15303 (New Construction or Conversion of Small Structures) as such regulations set maximum limits for size and area of such improvements; and
- f. The amendments that relate to the applicability of an administrative adjustment of required parking up to 25% being processed under a conditional use permit when applied for concurrent with a conditional use (Article 39) and an up to 15% increase in residential density for hotel conversions proposing 100% SRO units (Article 63) are categorically exempt pursuant to CEQA Guidelines section 15301 (Existing Facilities) as such regulatory changes would result in negligible or no expansion of the existing or former uses. The administrative adjustment modification would streamline the number of permits required only in instances where a conditional use permit is applicable. Potential increases in 100% SRO unit hotel conversions would still be subject to the development standards of section 33-1348, which include limits on the ability to expand the existing structure for the purposes of conversion.

SECTION 5. SEVERABILITY. If any section, subsection sentence, clause, phrase, or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 6. As of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. The City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation for the City of Escondido.

SECTION 8. The Ordinance shall become effective 30 days from the date of the passage.

## EXHIBIT "A"

### PLANNING CASE NO. PL22-0645

#### FACTORS TO BE CONSIDERED / FINDINGS OF FACT

##### Zoning Code Amendment Determinations:

1. That the public health, safety and welfare will not be adversely affected by the proposed change in that:
  - a. the proposed batch of Zoning Code amendments correct internal inconsistencies, improve readability, update references to other code sections or regulatory documents, codify prior interpretations, and make the Code consistent with changing state or federal regulations. The proposed batch of Zoning Code amendments are consistent with the objectives, policies, general land uses, and programs within the General Plan as they further Goal 2, Policy 2.1 of the Land Use and Community Form chapter because, among other things, they address changes in state laws; correct errors; improve existing regulations to eliminate uncertainty for staff, customers, and the public; and are not intended to be a comprehensive update to the local code or change land use densities or intensities, and;
  - b. over the years, staff and members of the public have found certain sections of the Escondido Zoning Code are sometimes vague, unclear, or conflicting, which results in confusion and potential disagreement in Code interpretation. It is important that the City of Escondido review policies and procedures on an on-going basis to ensure our resident-focused government through transparent services and positive organizational culture. These Zoning Code amendments are the result of such review.
2. That the property involved is suitable for the uses permitted by the proposed Zoning Code amendments in that:
  - a. there is not a project-specific site proposed for the Project. The proposed Zoning Code amendments would go into effect Citywide and would affect all properties subject to the Escondido Municipal Code and their respective land use designation and zoning district, as is appropriate for the Zoning Code amendments, and;
  - b. the proposed Zoning Code amendments would not be detrimental to surrounding properties in that the Zoning Code amendments which affect uses, such as those in Articles 16 (Commercial Zones), 26 (Industrial

Zones), and 63 (Transient Lodging Facilities) have been reviewed under prior ordinances adopted by the City of Escondido and reviewed for their consistency with existing uses (i.e., Articles 16 and 63) and/or are permitted within less intensive land use designations and found to have no adverse impacts within those land use categories; therefore, allowance of their use within a more intensive land use designation and zoning districts would have no adverse impacts (i.e., Article 26).

3. That the uses permitted by the proposed Zoning Code amendments would not be detrimental to surrounding properties in that the Zoning Code amendments which affect uses, such as those in Articles 16 (Commercial Zones), 26 (Industrial Zones), and 63 (Transient Lodging Facilities) have been reviewed under prior ordinances adopted by the City of Escondido and reviewed for their consistency with existing uses (i.e., Articles 16 and 63) and/or are permitted within less intensive land use designations and found to have no adverse impacts within those land use categories; therefore, allowance of their use within a more intensive land use designation and zoning districts would have no adverse impacts (i.e., Article 26);
4. That the proposed Zoning Code amendments are consistent with the adopted general plan in that:
  - a. the Land Use and Community Form chapter states “Escondido’s growth and development patterns are to be managed in a way that does not overwhelm or reduce the quality of community services, safety and protection provided by the city.” The proposed Zoning Code amendments are consistent with this statement and will not adversely impact the public health, safety and welfare because those related to Article 1 (General Provisions and Definitions), Article 6 (Residential Zones), Article 16 (Commercial Zones), Article 22 (Heliport Overlay Zone), Article 26 (Industrial Zones), Article 27 (Emergency Shelter Overlay), Article 39 (Off-Street Parking), Article 44 (Home Occupations), Article 47 (Environmental Quality), 49 (Air Space Condominium and Community Apartment Projects), Article 56 (Miscellaneous Development Standards), 57 (Miscellaneous Use Restrictions), Article 61 (Administration and Enforcement), Article 63 (Transient Lodging Facilities), Article 64 (Design Review), Article 66 (Sign Ordinance), Article 67 (Density Bonus and Residential Incentives), Article 70 (Accessory Dwelling Units and Junior Accessory Dwelling Units), and Article 73 (Temporary Use, Outdoor Display and Sale of Retail Merchandise) are nominal in nature and/or are a requirement of state law, and;
  - b. the proposed Zoning Code amendments correct internal inconsistencies, improve readability, update references to other code sections or regulatory documents, codify prior interpretations, and make the Code consistent with changing state or federal regulations. The proposed Zoning Code

amendments are consistent with the objectives, policies, general land uses, and programs within the General Plan as they further Goal 2, Policy 2.1 of the Land Use and Community Form chapter because, among other things, they address changes in state laws; correct errors; improve existing regulations to eliminate uncertainty for staff, customers, and the public; and are not intended to be a comprehensive update to the local code or change land use densities or intensities.

5. That the relationship of the proposed Zoning Code amendments is applicable to specific plans in that the proposed Project would not conflict with any specific plan as the proposed Zoning Code amendments are consistent with the objectives, policies, general land uses, and programs within the General Plan as they further Goal 2, Policy 2.1 of the Land Use and Community Form chapter because, among other things, they address changes in state laws; correct errors; improve existing regulations to eliminate uncertainty for staff, customers, and the public; and are not intended to be a comprehensive update to the local code or change land use densities or intensities.

# Omnibus 2022

## ARTICLE 1. GENERAL PROVISIONS AND DEFINITIONS

### Definitions for Adjacent and Abutting, Restaurant, Off-Street Parking

#### Sec. 33-8. Definitions.

**Abutting-** a structure, lot, or parcel of land having a common boundary with another structure, lot, or parcel of land including a structure, lot, or parcel of land which have no common boundary other than a common corner.

**Adjacent-** a structure, lot, or parcel of land that is close or contiguous to another structure, lot, or parcel of land.

**Director** means the director of development services.

**Restaurant-** See *Restaurant, Sec. 14-1.1 of Chapter 14*

**Off-Street Parking-** A site, or portion of a site, devoted to the parking of motor vehicles outside of the public right-of-way, including parking spaces, aisles, and access drives.

## **ARTICLE 6. RESIDENTIAL ZONES**

### **Size of Accessory Structures/Buildings to Primary**

#### **Sec. 33-103. Accessory buildings and building requirements.**

(a) Accessory buildings located within a required side or rear yard setback area for the primary structure shall be limited to one story and 16 feet in height.

(b) Accessory buildings are subject to the property development standards as set forth in section 33-107, building requirements, generally.

(1) In addition to the restrictions of section 33-107, a guest house or accessory dwelling unit shall not have a total floor area that exceeds 50% of the existing living area of the main building, unless otherwise permitted pursuant to Article 70.

(2) A guest house may be attached to an accessory dwelling unit provided that the overall combined floor area of the combined building or structure does not exceed 75% of the main unit.

(3) In addition to the restrictions of sections 33-102 and 33-107, any attached or detached accessory structure/building shall not exceed 49% of the existing/proposed habitable space area of the main building, unless otherwise permitted pursuant to Article 70.

(c) The minimum distance between the residence (or main building) and a detached accessory building shall be 10 feet. If the residence (or main building) and detached accessory building are both one story in height, then the minimum separation requirement may be reduced to five feet. A minimum of five feet is maintained for clear access between the detached accessory building and any other building or structure.

(d) Nothing in this section or in section 33-107 shall be construed to limit the development of an accessory dwelling unit in the location and manner as specified by Article 70.

## ARTICLE 16. COMMERCIAL ZONES

### Addition of SRO use in Commercial Zones

#### Sec. 33-332. Principal land uses.

The following Table 33-332 lists those uses in the commercial districts which are permitted (P) subject to administrative or plot plan review, or subject to a conditional use permit (C). Major conditional use permits (C) and minor conditional use permits (C#) shall be processed pursuant to Article 61, Division 1 of this chapter. In the planned development zones, permitted uses are identified in each planned development master plan approval. In addition to the uses listed below, the following uses shall be subject to conditional use permit requirements of section 33-1200 et seq., of this chapter.

- (a) Any use or structure permitted or conditionally permitted in a zone and involving hazardous materials is subject to conditional use permit requirements of section 33-666 et seq., of this chapter.
- (b) All uses permitted in the CN zone operating between the hours of 11 p.m. and 7 a.m. are subject to a minor conditional use permit.
- (c) All uses and development permitted in the PD zone are subject to section 33-400 et seq., of this chapter.
- (d) The conversion of existing or vacant automobile dealerships to a new, substantially different, use shall require plot plan review pursuant to section 33-344 of this article.

**Table 33-332**

#### PERMITTED AND CONDITIONALLY PERMITTED PRINCIPAL USES

*Note: The following use category to be added.*

Use Title	CG	CN	CP
<b>Residential and Lodging</b>			
Single-Room Occupancy Units (Article 63)	P <sup>1</sup>		

1 Single-Room Occupancy (SROs) Units shall only be permitted as a result of conversion from existing hotel/motel uses in the CG zone subject to Article 63, section 33-1348.

P = Permitted use.

## **ARTICLE 22. HELIPORT OVERLAY (H-O) ZONE**

### **Removal of the Heliport Overlay Zone as it is no longer applicable**

Article 22. RESERVED

## ARTICLE 26. INDUSTRIAL ZONES

### Addition of Broadcasting and Recording Studios in select Industrial Zones

#### Sec. 33-564. Land uses.

*Note: The following use category to be added*

**Table 33-564**

#### PERMITTED AND CONDITIONALLY PERMITTED PRINCIPAL USES

Use Title	I-O	M-1	M-2	I-P
Broadcasting (radio and/or television), recording, and/or sound studios <sup>3</sup>	P	P	P	P

Notes:

\* = As determined by the director and the fire chief based on information provided by the business describing the quantity and nature of hazardous chemicals used.

\*\* = Retail or support service components greater than the maximum 15% floor area/sales allowed by section 33-565 (Accessory uses and structures) is allowed only in M-1 and M-2 zones, subject to conditions in section 33-566—Specialized retail uses.

\*\*\* = Only on sites immediately adjacent to the general commercial zone and within 500 feet of public transportation.

\*\*\*\* = Only on sites within the emergency shelter overlay, Figure 33-661, and subject to the requirements of Article 27.

\*\*\*\*\* = Dog shelters generally means an establishment, especially one supported by charitable contributions, that provides a temporary home for dogs, cats and other animals that are offered for adoption.

1 = Pursuant to Article 33 of the zoning code (recycling facilities).

2 = Pursuant to section 33-576 of this article (animal boarding and daycare).

3 = Includes instruction. Pursuant to Chapter 17, Article 12 (noise abatement and control)

P = Permitted use.

C = Conditionally permitted use subject to issuance of a conditional use permit; either major (C) or minor (C#) (pursuant to Article 61, Division 1 of this chapter).

**ARTICLE 27. EMERGENCY SHELTER OVERLAY**  
**Clarify Emergency Shelter Parking Requirements**  
**Sec. 33-595. Development standards.**

(d) Off-street parking shall comply with Article 39, Off-Street Parking. Non-operational and non-registered vehicles shall not be kept on the site.

## **ARTICLE 39. OFF-STREET PARKING**

### **Streamlining nonresidential parking adjustments**

#### **Sec. 33-764. Adjustments to nonresidential parking.**

- (a) Administrative Adjustment. For uses in nonresidential zones, adjustments up to 25% of the number of parking spaces required by section 33-765 may be considered by the director upon the submittal of an application for an administrative adjustment, with the application fee adopted by city council. The director may approve or conditionally approve the request upon demonstration that the proposed adjustment will be compatible with adjacent properties or improvements. The director will consider the following: proximity to public transit; on-street and/or overflow parking; and the range of uses in the area. The director shall give notice of his or her intended decision as outlined in Article 61 of this chapter. Multiple requests for reductions of required parking spaces may be considered when the total of all requests for reductions related to the subject property does not exceed 25% of the overall number of parking spaces required for the entire property.
- 1. When an adjustment to the number of parking spaces required for uses in a nonresidential zone is made in conjunction with a conditional use permit, the decision-making body for said conditional use permit shall be authorized to act on the parking adjustment as part of the action on the conditional use permit. No separate administrative adjustment shall be required.

**Removal of ADU parking requirement consistent with Article 70 and removal of redundancy emergency shelter use parking standard**

**Sec. 33-765. Parking spaces required.**

*Note: The following use category to be modified: Accessory dwelling units.  
The following use category to be removed: Emergency Shelters*

Use	Parking Spaces Required
<b>Residential</b>	
Accessory dwelling units	None.
Hotel Conversions	Subject to Article 63, Sec. 33-1348(e)(11)

## **ARTICLE 44. HOME OCCUPATIONS**

### **Home Occupation Permit Requirement**

#### **Sec. 33-850. License required.**

A legally established dwelling unit shall not be used for business purposes unless a business license has first been issued by the business license division. A cottage food operation, as defined in the California Homemade Food Act, shall obtain a business license. A Microenterprise Home Kitchen Operation (MEHKO), as defined by the County of San Diego Department of Environmental Health and Quality, shall obtain a business license. A business license for a home occupation shall not relieve the permittee of any other requirements of this code or other applicable law pertaining to licenses and license taxes.

#### **Sec. 33-851. Procedure.**

The director may, upon application, authorize the issuance of a business license for a home occupation. Said license shall state the home occupation permitted, the conditions attached, and any time limitations thereon. The license shall not be issued unless the director is satisfied that the applicant will comply with all the conditions listed in sections 33-852 to 33-854 of this article as applicable.

#### **Sec. 33-852. Minor Home Occupations.**

A business license is required for any business operated in a dwelling unit or accessory building which has little to no external indication of commercial activity and which is not a major home occupation, as authorized by section 33-853. Each and every one of the following conditions must be observed at all times by the holder of the business license.

(a) Employees. Employees or assistants who are not occupants of the dwelling shall not be employed on the premises, except where specifically permitted by law.

(b) The home occupation shall be conducted wholly within the structures on the premises and shall not exceed 25% of the total floor area of all legal structures on the premises.

(c) Inventory and supplies for the home occupation shall not occupy more than 50% of the permitted home occupation area.

(d) No structural alterations to the interior of the dwelling are permitted for the occupation if they would make it difficult to return the dwelling to exclusive residential use. External changes, which make the dwelling appear less residential in nature or function are prohibited.

(e) No storage of equipment, appliances, materials, or supplies shall be permitted where visible from the exterior of the property other than that storage normally found on the premises of a residence.

(f) No customer services or sales of goods, wares or merchandise shall be made on the premises, except where specifically permitted by law.

(g) Signs.

(1) No sign or advertising shall be displayed on the premises except where specifically required by law. Any required signs shall be no larger than the minimum size required by law.

(2) Residential addresses shall not be used in any advertising (i.e., newspaper advertisements, bulletin boards, paid electronic advertisements, and the like) unless otherwise required by law. Business cards and letterhead are not included in this requirement and may be permitted provided that they do not draw attention or customers to the property.

(h) No display of any kind shall be visible from the exterior of the premises.

(i) Parking.

(1) Required residential parking shall be maintained and available for residential parking.

(2) All maintenance, service, or commercial vehicles, trailers or equipment shall be parked or stored entirely within a building or structure. Other vehicles that bear advertisements associated with the home occupation, which may be used for personal use, must be parked or stored entirely within a building or structure or parked in a screened area so that the vehicle is not visible from the public right-of-way.

(3) No more than one business vehicle and one trailer are allowed for each resident involved in the home occupation.

(j) No mechanical or electrical apparatus, equipment or tools shall be permitted except those items which are commonly associated with residential use or use customary to home crafts.

(k) On-site manufacturing is prohibited as a home occupation, with the exception of custom and visual art crafts (e.g., jewelry, art, ceramics, etc.), custom sewing and fabric crafts, and light wood working.

(l) Traffic.

(1) The home occupation shall not generate pedestrian or vehicular traffic in excess of that customarily associated with the zone in which the use is located.

(2) Customers. On-site customers are prohibited except as permitted for MEHKOs pursuant to California Health and Safety Code section 113825(a)(3).

(3) Deliveries or pick-ups by normal delivery services shall occur between 8 a.m. and 5 p.m. No more than two deliveries per day except as permitted for MEHKOs pursuant to California Health and Safety Code section 113825(a)(9).

(m) Cottage food operations. The following conditions shall apply to a minor home occupation for a cottage food operation (CFO).

(1) No more than one CFO is permissible per legally established dwelling unit.

(2) No more than one part-time non-resident CFO employee is allowed on the premises at a time.

(3) On-premises customers and non-resident employee(s) of a CFO are limited to 8 a.m. to 5 p.m., 40 hours per week maximum. The required residential parking for the dwelling unit shall not be used by the CFO customers and employee(s).

(4) A CFO shall comply with all other limitations of the California Homemade Food Act, which may be amended over time.

(n) Notwithstanding the above, all minor home occupations are also subject to the general conditions listed in section 33-854.

(o) Microenterprise Home Kitchen Operations (MEHKO) shall be subject to Chapter 5 of the San Diego County Code of Regulatory Ordinances, which may be amended over time.

#### Sec. 33-853. Major home occupations.

A business license is required for any business operated in a dwelling unit or accessory building which may have or has external indication of commercial activity, but remains a home occupation and not a primary use of the property. Each and every one of the following conditions must be observed at all times by the holder of the business license.

(a) Employees. Only members of the family or household residing on the premises, and no more than two non-residents who commute to the home to work, may be continuously employed at any one time on the site, except where specifically permitted by law. For the purposes of this article, a non-resident employee includes an employee,

business partner, co-owner, or other person affiliated with the major home occupation who does not reside on the site, but who visits the site as part of the home occupation. This provision does not allow employee shifts, with each shift staffed by different non-resident employees even when only two non-resident employees are at the site at any one time.

(b) The home occupation shall be conducted wholly within the structures on the premises and shall not exceed 33% of the total floor area of all legal structures on the premises.

(c) Inventory and supplies for the home occupation shall not occupy more than 50% of the permitted home occupation area.

(d) Although the dwelling and site must remain residential in appearance, internal or external changes may be necessary to support the home occupation, such as lighting and access control.

(e) No storage of equipment, appliances, materials, or supplies shall be permitted where visible from the exterior of the property other than that storage normally found on the premises of a residence, except for the outdoor storage of soft landscaping materials. The outdoor storage of said soft landscaping materials is permitted only if the material is not visible from the public right-of-way. The storage of said materials must also not create a nuisance to surrounding property owners.

(f) Retail sales of goods must be entirely accessory to any services provided on the site (such as hair care products sold as an accessory to hair styling services), except for merchandise crafted on-site (e.g., crafts and artwork).

(g) Signs.

(1) No sign or advertising shall be displayed on the premises except where specifically required by law. Any required signs shall be no larger than the minimum size required by law.

(2) Residential addresses may be used in print or electronic advertising provided that it is made clear that any on all on-site services are provided and/or offered by appointment only. Business cards and letterhead are not included in this requirement and may be permitted provided that they do not draw attention or customers to the property as drop-in or unannounced visits.

(h) No display of any kind shall be visible from the exterior of the premises.

(i) Parking.

(1) Required residential parking shall be maintained and available for residential parking.

(2) Home occupations with customer access shall maintain a driveway with a minimum depth of 20 feet from the back of sidewalk, or edge of public right-of-way if no sidewalk exists, and be made available to customers or non-resident employees during business hours.

(3) The site shall have adequate on-site parking to accommodate the anticipated additional traffic or parking demand resulting from the proposed home occupation use, which may limit the intensity of home occupation types.

(4) With the exception of approved driveways, and supplemental parking allowances per section 33-110, no parking shall be allowed in required front or side yard setbacks.

(5) All maintenance, service, or commercial vehicles, trailers or equipment shall be parked or stored entirely within a building or structure. Other vehicles that bear advertisements associated with the home occupation, which may be used for personal use, must be parked or stored entirely within a building or structure or parked in a screened area so that the vehicle is not visible from the public right-of-way.

(j) No mechanical or electrical apparatus, equipment or tools shall be permitted except those items which are commonly associated with residential use or use customary to home crafts.

(k) Traffic.

(1) The home occupation shall not generate pedestrian or vehicular traffic that noticeably affects the residential character of the neighborhood.

(2) Customers. No more than eight clients or customers shall be on the premises in any one day.

(3) Traffic, which exceeds eight clients, customers, normal deliveries, or combination thereof per day, shall be a prima facie evidence that the activity is a primary business and not a home occupation.

(4) Customer or client business-related visits and non-resident employee arrivals and departures shall occur between 8 a.m. and 8 p.m.

(5) Deliveries or pick-ups by normal delivery services shall occur between 8 a.m. and 5 p.m.

(l) If the major home occupation is to be conducted from rental property, the property owner's authorization for the proposed use shall be obtained prior to approval.

(m) Notwithstanding the above, all major home occupations are also subject to the general conditions listed in section 33-854.

**Sec. 33-854. General conditions.**

The following conditions are applicable to minor and major home occupations, in addition to the conditions provided for in section 33-852 for minor home occupations and section 33-853 for major home occupations.

(a) Any special condition established by the director and made of record in the home occupation business license, as they may deem necessary to carry out the intent of this section, shall be met.

(b) Prohibited uses. The following uses are not incidental and secondary to the use of the dwelling as a residence nor are they compatible with surrounding residential uses and shall be prohibited as home occupations, notwithstanding the provisions of any other section of this article.

(1) Motor vehicle, trailer, boat, and heavy equipment repair or restoration (body or mechanical), upholstery, and painting;

(2) Vehicle services, including stereo and car alarm installation, and on-site vehicle detailing (washing, waxing, etc.);

(3) Vehicle on-site sales;

(4) Medical or professional clinics;

(5) Veterinary clinics;

(6) Commercial kennels and on-site pet day care facilities;

(7) Massage establishments;

(8) Tattoo and/or body art/piercing establishments;

(9) Ammunition, explosives, or fireworks sales, use, or manufacturing;

(10) Manufacture of any type of fuel(s) for use, storage, dispensing, or sales; and

(11) Other similar uses determined by the director not to be incidental or secondary to or compatible with residential activities.

(c) There shall be complete conformity with fire, building, plumbing, electrical and health codes and to all state and city laws and ordinances.

(d) The home occupation shall not create impacts on municipal or utility services or community facilities from hazardous materials and other materials introduced into the wastewater system in excess of levels usually and customarily related to residential uses.

(e) The home occupation shall not cause a demand for municipal or utility services or community facilities in excess of those usually and customarily provided for residential uses.

(f) The home occupation shall be clearly incidental and secondary to the use of the dwelling for residential purposes and shall not alter the residential character of the premises.

(g) The home occupation shall not unreasonably disturb the peace and quiet of the neighborhood as follows:

(1) No excessive mechanical equipment which produces vibration, smoke, dust, odors, heat, glare, or noxious fumes resulting from a home occupation or interferes with radio and television reception, shall exceed that which is normally produced in a single-family dwelling.

(2) Any noise generated by the home occupation shall be consistent with the requirements of Article 12 (Noise Abatement and Control) of Chapter 17 (Offenses) of the Escondido Municipal Code.

(3) No production, generation, or storage of any hazardous substances or materials beyond an amount that is commonly used for a single-family dwelling shall be permitted.

(h) All business licenses for home occupations are subject to immediate cancellation in the event that the zoning regulations applicable to the premises are amended to prohibit such use.

(i) A business license for a home occupation issued to one person shall not be transferable to any other person, entity, or business, and is valid only for the property address set forth in the license.

**Sec. 33-855. Noncompliance.**

Any business license for a home occupation shall be revoked by the business license division at the direction of the director upon violation of any requirements of this article, or upon failure to comply with any of the conditions or limitations of the license, unless such violation is corrected within three days of the giving of written notice thereof. A license may be revoked for repeated violation of the requirements of this article, notwithstanding compliance with the notice.

**Sec. 33-856. Denial or revocation.**

In the event of denial of any license, or the revocation thereof, or of objection to the limitations placed thereon, appeal may be made pursuant to section 33-1303.

**Sec. 33-857. Reserved.**

## **ARTICLE 47. ENVIRONMENTAL QUALITY**

### **Climate Action Plan consistency clean up**

#### **Sec. 33-924. Coordination of CEQA, quality of life standards, and growth management provisions.**

(a) Negative and mitigated negative declarations. In situations where the preparation of a negative declaration is otherwise appropriate, yet quality of life standard deficiencies are found to exist, a negative declaration may still be prepared under the following circumstances, as applicable:

(6) Greenhouse gas (GHG) emissions. In situations where a negative declaration is otherwise appropriate, the following incremental GHG emissions are generally not considered significant:

(A) Projects that do not generate more than 500 metric tons (MT) of carbon dioxide equivalent (CO<sub>2</sub>e) GHG emissions and that are consistent with the General Plan, or

(B) Projects generating more than 500 MT of CO<sub>2</sub>e that are consistent with the general plan, and that have demonstrated consistency with the Climate Action Plan (CAP) through completion of the CAP Consistency Checklist, adopted by separate resolution, or

(C) Projects generating more than 500 MT of CO<sub>2</sub>e that are consistent with the general plan, and that cannot demonstrate consistency with the CAP through completion of the CAP Consistency Checklist due to unique land uses or circumstances for which no measures in the checklist would apply, but that can demonstrate consistency with the CAP through comparison to a numerical GHG threshold of 2.0 MT CO<sub>2</sub>e per service population per year, or

(D) Projects that are not consistent with the general plan and will generate greater GHG emissions than the allowable uses under the existing general plan land use designation that demonstrate through a project-specific analysis quantifying GHG emissions that through mitigation and design features, the project reduces GHG emissions consistent with the CAP;

## **ARTICLE 49. AIR SPACE CONDOMINIUM AND COMMUNITY APARTMENT PROJECTS**

### **Align condominium or condominium conversions with the subdivision ordinance**

#### **Sec. 33-951. Condominium or condominium conversion application**

(a) Permit required for new condominium projects and conversions to condominium ownership. A condominium permit and design review shall be required for all condominiums to be constructed or for existing buildings to be converted to condominiums in the City of Escondido.

(1) Application for a condominium permit shall be made to the director of development services, unless the action includes discretionary permits for which the planning commission or city council is the decision-making body.

#### **Sec. 33-952. Commission action.**

If required pursuant to section 33-951, the planning commission shall review the application for a condominium permit and recommendation of the planning division. A public hearing on the application shall be held in accordance with Division 6 of Article 61 of this chapter. A recommendation shall be forwarded to the city council if the action includes discretionary permits for which the city council is the decision-maker.

#### **Sec. 33-954. City council action.**

If required pursuant to section 33-951, after the submission of a formal recommendation by the planning commission, the city council shall review the application and recommendation during a public hearing held in accordance with Division 6 of Article 61 of this chapter, and shall approve, modify or disapprove the condominium permit.

#### **Sec. 33-964. Required notices to tenants.**

Condominium permits for the conversion of existing units are subject to all state-mandated notice requirements including:

- (a) Current tenants of the apartments to be converted must be notified through mail, a minimum of 60-days prior to the filing of the application;
- (b) Written notice of the proposed conversion, has been, and will continue to be given to all subsequent tenants;
- (c) Each tenant has received 10 days' written notification that an application for a public report will be, or has been, submitted to the Department of Real Estate;

(d) Written notice of intent to convert has been, or will be provided to current residents for a minimum duration of 180 days prior to terminating tenancy;

(e) Notice must be provided to each tenant a minimum of 10 days prior to any public hearing on the conversion;

(f) A copy of the staff report must be provided to each tenant a minimum of three days prior to any scheduled public hearing involving the proposed conversion. The applicant shall pay all copying, mailing, and handling costs in an amount adopted by resolution of the city council;

(g) Notice of the ultimate authority's decision must be provided to each tenant 10 days after the approval of a final map;

(h) A 90 day notice of exclusive right to purchase from date of issuance of the subdivision public report per Section 11018.2 of the [Business and Professions Code](#).

In addition to the notice requirements listed in this section, tenants shall be given notice of preferential opportunities to purchase an alternate unit on a first-come, first-serve basis. Additionally, the notice of intent to convert may not be provided until after approval of the tentative subdivision map and condominium permit.

All notices must be personally delivered or sent via certified U.S. mail.

## **ARTICLE 56. MISCELLANEOUS DEVELOPMENT STANDARDS**

### **Modifications to barbed wire allowances**

#### **Sec. 33-1083. General fence and wall provisions**

(a) Materials. Fences or walls may be constructed of any suitable materials in a manner appropriate to its design.

(1) Prohibited Materials:

(A) Electrified fencing

(B) In any residential zoning district, barbed wire, razor wire, or other similar fences with affixed sharp instruments;

(C) Subsection (B) above notwithstanding, barbed wire is permitted in agricultural and residential estate zones on properties being used for agriculture or animal husbandry, subject to the following criteria:

(i) Properties must be a minimum of two acres;

(ii) Such fencing shall not be kept in a manner that is unsafe, abandoned or a materially dangerous condition;

(iii) Such fencing shall be set back from any public street or other public right-of-way a minimum of 20 feet unless it is not visible from such street or right-of-way; and

(iv) Such fencing shall not be placed on the rooftop of any building.

## **ARTICLE 57. MISCELLANEOUS USE RESTRICTIONS**

### **Clarifying what Entitlement (if any) is required for Schools**

#### **Sec. 33-1103. Nursery, primary and secondary education.**

For nursery, primary and secondary education (except small and family day care homes), permits as required by the underlying zoning designation, may be granted by the director, zoning administrator or planning commission upon consideration of the following criteria:

- (a) An off-street area for the loading and unloading of children from vehicles should be provided and should be designed so as to provide for the forward movement of vehicles both upon entering and leaving the site;
- (b) The use shall be conditioned upon there being off-street parking in conformance with Article 39 of this chapter.

## **ARTICLE 61. AMENDMENTS AND ZONE CHANGES**

### **Incorporation of general plan amendment initiation**

#### **Sec. 33-1261. Application, initiation and fee.**

(a) An application for a zoning amendment may be initiated by the city or by the owner of property subject to the amendment. Applications shall be on city forms and accompanied by the applicable fee.

(b) An application for a general plan amendment/specific plan amendment may be initiated by the city or by the owner of property subject to the amendment. Applications initiated by the owner of the property subject to the amendment require initiation authorization by the city council. Applications shall be on city forms and accompanied by the applicable fees.

### **Plot plan expiration**

#### **Sec. 33-1317. Expiration and extension of time.**

Unless otherwise specified in the action approving a plot plan, said approval shall become automatically null and void unless the project authorized by the plot plan approval has been substantially implemented within 24 months from the approval date. The abandonment or non-use of a plot plan approval for a period of 24 months shall also result in such approval becoming automatically null and void. The director shall have authority to grant extensions to the deadlines in this section. Once any portion of a plot plan is utilized, the other conditions thereof become immediately operative and must be strictly complied with.

## **ARTICLE 63. TRANSIENT LODGING FACILITIES**

### **Hotel conversion update: permit type, unit count and parking.**

#### **Sec. 33-1348. Hotel conversions.**

(e) Development Standards and Land Use Regulations. Development regulations shall be those of the base district in any zoning district in which an existing hotel or motel is located to ensure that hotel conversions may be designed, located, and operated compatibly with uses on adjoining properties and in the surrounding area. Exceptions to the development standards and land use regulations of any zoning district as enumerated in this subsection shall be provided to incentivize the reuse of hotel, motels, and other transient lodgings for group home or quarters, SRO units, multifamily housing, or combination thereof. When there are General Plan, Zoning Map, or specific plan amendments contemplated or under study as part of the hotel conversion request, the city may apply additional terms, limitations, or conditions to the application request so that the use more closely aligns with applicable, objective General Plan and zoning standards.

(1) Minimum Lot Size. There shall be no applicable minimum lot width, depth, or total lot size for hotel and motel conversions.

(2) Residential Density. The resulting number of residential units after the conversion shall be no greater than the number of guest rooms in the existing hotel or motel unless otherwise described below.

(A) For 100% SRO conversions, a request to increase the number of residential units up to 15% of the number of permitted guest rooms in the existing hotel or motel may be considered by the planning commission upon submittal of a conditional use permit pursuant to Article 61, Division 1, with the application fee adopted by city council.

(11) Parking. The number of off-street parking spaces required in connection with any particular land use shall be not less than the amount set forth below.

(A) Market rate SRO/Multi-family units shall provide a minimum of one parking space per unit.

(B) The parking required for restricted group homes or quarters, SRO units, or multifamily dwelling units to be sold or rented to lower income households or target populations shall not exceed 0.5 parking spaces per unit.

(C) If utilized for supportive housing development, consistent with Supportive Housing Law ([Government Code](#) sections 65650 – 65656), if the supportive housing is located within one-half (1/2) mile of a public transit stop, no minimum parking requirements shall be applied for the units occupied by supportive housing residents, pursuant to [Government Code](#) section 65654.

(D) Guest Parking Requirements.

(i) Market rate SRO units shall provide one guest parking space for every eight SRO units (0.125 guest parking spaced per unit).

(ii) The requirement to provide guest parking is waived for restricted, lower-income affordable dwelling units. Restricted SRO units or multifamily units with more than 30 converted guest rooms shall not be eligible for this waiver provision for the portion of units that exceeds 30 units; and shall provide one guest parking space for every eight SRO units (0.125 guest parking spaces per SRO unit), with a minimum of one guest parking space per project and a maximum of 15 stalls for guest parking.

(C) With the exception of projects that allow only senior residents, projects that have less than one automobile parking space per unit shall provide one easily accessible space for storing and locking a bicycle per unit. For projects that provide one or more parking spaces per unit, at least one bicycle storage space for every three units shall be provided.

## **ARTICLE 64. DESIGN REVIEW**

### **Align condominium or condominium conversions with the subdivision ordinance**

#### **Sec. 33-1354. Jurisdiction.**

The following commercial, industrial, multifamily residential, and other projects shall be subject to design review by the planning commission, unless otherwise noted:

(a) Planned development projects, condominium permits requiring a tentative subdivision map, and all projects (besides single-family projects) requiring discretionary approval by the planning commission and involving new construction;

(b) Proposed development standards or design guidelines for specific plans and overlay districts;

(c) Proposed signs as specified pursuant to Article 66, Sign Ordinance;

(d) City-initiated projects that involve public facilities, including, but not limited to, libraries, major park structures, police stations, or fire stations, or major architectural or site modifications to existing public facilities.

## **ARTICLE 66. SIGN ORDINANCE**

### **Reference Correction**

#### **Sec. 33-1395. Sign standards—General.**

All permanent freestanding signs shall not obstruct the vehicle sight distance area at the intersections and driveways to the satisfaction of the engineering department. Freestanding signs shall not be placed within easements or over utility lines, except with the prior written approval of all easement holders. Any site plans submitted in conjunction with a sign permit application for a freestanding sign shall identify the location of easements or public or private utilities within 50 feet of the proposed sign location. On sites where the existing street is not constructed to the full designated width, signs shall be located behind the ultimate property line unless otherwise approved by the planning division and the engineering department with an agreement for future removal or relocation. In addition, all permanent freestanding signs shall incorporate the numerical address, or range of addresses, of the parcel or commercial center at which the sign is located. The area of the address shall not be counted in the area of the signs. All illuminated signs shall be equipped with automatic timing devices so that the lighting is turned off between the hours of 11 p.m. and sunrise, unless exempt pursuant to Article 35, Outdoor Lighting.

## **ARTICLE 67. DENSITY BONUS AND RESIDENTIAL INCENTIVES**

### **Consistency clean up items for state law compliance**

#### **Sec. 33-1413. Stand incentives for new residential construction**

Sec. 33-1413. Standard incentives for new residential construction.

(b) Density bonus. When a developer seeks and agrees to construct a housing development meeting the criteria specified in subsection (a) of this section, the decision-making body shall grant a density bonus subject to the following:

(1) The amount of density bonus to which a housing development is entitled shall vary. The density bonus may be increased according to the percentage of affordable housing units provided above the minimum percentages established in subsection (a) of this section, but shall not exceed 50%, except in accordance with subsection (c) of this section or as otherwise authorized by State Density Bonus Law.

(c) Density bonus in excess of 50%. In cases where a developer requests a density bonus in excess of that which is specified in this section, the city council may grant, at its discretion, the requested density bonus, subject to the following:

(1) The project meets the requirements of this article and State Density Bonus Law.

(2) The requested density increase, if granted, is an additional density bonus and shall be considered an incentive.

(3) The city council may require some portion of the additional density bonus units to be designated as target units, at its discretion.

(d) Granting a lower density bonus. A qualified developer for a density bonus and/or additional incentives and concessions pursuant to subsection (a) of this section may request and accept a lesser density bonus, including no increase in density, and shall still be entitled to those additional concessions or incentives as specified in 33-1415. No reduction will be allowed in the number of target units required.

## **ARTICLE 70. ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS**

### **Removal of accessory dwelling unit permit for single family residential only**

#### **Sec. 33-1471. Reserved**

#### **Sec. 33-1471. Permitted zones.**

Accessory dwelling units and junior accessory dwelling units shall be permitted in areas zoned to allow single-family or multifamily dwelling residential uses, subject to Sec. 33-1472 of this Article.

#### **Sec. 33-1472. Permit required.**

(a) Accessory dwelling units on properties with legally established multifamily residential dwellings are subject to the approval of an accessory dwelling unit permit.

(b) Accessory dwelling units and junior accessory dwelling units on properties with legally-established single-family residential dwellings are subject to the approval of a building permit, unless additional requirements apply as described under Sec. 33-1475, Other Regulations.

### **Modification to allowable conversion space of habitable structures**

#### **Sec. 33-1473. Occupancy limitations.**

(a) Allowed use.

(3) Number of accessory dwelling units on legal lots with existing multifamily dwelling units:

(A) Shall be permitted to construct at least one accessory dwelling unit within portions of existing multifamily dwelling structures that are existing non-habitable space, and shall allow up to 25% of the units in each existing multifamily dwelling structure, in accordance with [Government Code](#) section 65852.2(e). Existing detached accessory structures cannot be attached to a multi-family dwelling structure for the purposes of creating an accessory dwelling unit; and

(B) Not more than two accessory dwelling units are permitted that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling.

(C) For purposes of this article, “multifamily dwelling structure” or “multifamily dwelling” is defined as a structure with two or more attached dwellings on a single lot.

**Sec. 33-1477. Application and procedure.**

The director shall approve or disapprove an application for an accessory dwelling unit, ministerially, within 60 days after receiving a complete application. If the applicant requests a delay, the 60 day time period shall be tolled for the period of the delay. Only accessory dwelling units associated with existing multi-family dwelling units shall be required to obtain an accessory dwelling unit permit.

## **ARTICLE 73. TEMPORARY USES, OUTDOOR DISPLAY AND SALE OF RETAIL MERCHANDISE**

### **Application of Article 35 on Temporary Use Permit Events**

#### **Sec. 33-1534. Development standards.**

(9) All exterior lighting utilized in conjunction with outdoor displays, or temporary events approved with a temporary use permit, shall conform to the requirements of Article 35, Outdoor Lighting.



# STAFF REPORT

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February 15, 2023  
File Number 0810-20

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## SUBJECT

### **BUSINESS RECOVERY ORDINANCE MODIFICATIONS (PL23-0005)**

## DEPARTMENT

Development Services

## RECOMMENDATION

Request the City Council conduct a public hearing on the proposed Business Recovery Ordinance Modifications and act on the recommendation of the Planning Commission, which recommends the City Council:

- 1) Introduce Ordinance No. 2023-07, amending the Escondido Zoning Code (EZC) to make permanent a series of temporary business relief measures adopted previously as an uncodified ordinance by the Escondido City Council through Ordinance No. 2020-23, specifically including amendments to the following articles: Articles 26 (Industrial Zones), 39 (Off-Street Parking), 57 (Miscellaneous Use Restrictions), and 66 (Sign Ordinance).

Staff Recommendation: Approval (Development Services: Andrew Firestine, AICP)

Presenter: Andrew Firestine, AICP, Director of Development Services

## FISCAL ANALYSIS

This project has no direct fiscal impact to the City budget.

It is anticipated that the project will provide options for those businesses who are utilizing certain provisions of the uncodified Ordinance to continue to do so while allowing other businesses the option to do so in the future.

## PREVIOUS ACTION

On January 24, 2023, the Planning Commission voted 3-1, with three commissioners absent, to recommend approval of the proposed amendments with modifications presented by the commission. Specifically, the Planning Commission recommended City staff modify the proposed language in Article 39 – Off-Street Parking as it pertains to the reservation of parking. Further detail on the recommended change is described in the Analysis section of this staff report. City staff disagrees with the change offered by the Planning Commission and recommends the original language that was presented to them. The original language is reflected in Ordinance No. 2023-07.



# CITY of ESCONDIDO

## STAFF REPORT

### BACKGROUND

On March 16, 2020, the Escondido city manager issued a proclamation of a local emergency related to the COVID-19 pandemic, which was ratified by the City Council on March 18, 2020. This proclamation of local emergency remains in effect until it is rescinded by the City Council.

Governor Gavin Newsom announced in October 2022 that the State of California's COVID-19 state of emergency will end on February 28, 2023. This action makes it more difficult for the City to sustain its proclamation of a local emergency and has prompted a review of those actions the City has taken under its emergency proclamation.

Under its local emergency proclamation, actions were taken to provide protection and relief to residents and businesses, including the approval of a local business recovery strategy and a series of urgency ordinances that established temporary business relief measures. The most recent of these was Ordinance No. 2020-23, an uncoded ordinance implementing regulations in support of the City's business recovery strategy for the duration of the local emergency (Attachment "1"). This ordinance expires 30 days after the local emergency declaration is lifted.

Ordinance No. 2020-23 addressed several provisions of the Escondido Zoning Code that were modified in recognition of abrupt and immediate changes in business practices in response to the pandemic and a desire from residents and businesses for the City to be responsive to those changing needs. More specifically, it addressed: 1) temporary sign limits; 2) the regulation of alcohol sales; 3) carry-out zones; 4) accessory retail uses in industrial areas; 5) outdoor activities on private property; 6) outdoor activities in public areas; 7) parklets; 8) temporary indoor expansions; 9) temporary structures; 10) agricultural experiences; and 11) home occupations.

Following Governor Newsom's announcement in October 2022 regarding the end of the State of California's state of emergency on February 28, 2023, staff initiated a review of Ordinance No. 2020-23 in anticipation of a similar action to terminate the proclamation of local emergency. This review has identified that many of the temporary business relief measures have served their purpose and do not need to be codified but there are several areas where it is desirable to allow the changes to become permanent so as to provide options to those businesses who are currently utilizing those provisions to continue to do so, with modifications in some cases, while extending the option to other businesses to do so in the future. More specifically, amendments to the Zoning Code are recommended to Articles 26 (Industrial Zones), 39 (Off-Street Parking), 57 (Miscellaneous Use Restrictions), and 66 (Sign Ordinance).

### ANALYSIS

Table 1 provides a summary of the recommended amendments to the Zoning Code. Further analysis is provided for Articles denoted in **bold** in the Planning Commission staff report provided as Attachment "2".



# CITY of ESCONDIDO

## STAFF REPORT

**TABLE 1 - SUMMARY OF PROPOSED CHANGES**

Article	Proposed Change
Article 26 – Industrial Zones	Increase the allowance for accessory commercial sales and service uses in industrial zones up to 50% of the gross building square footage. Remove expired subsection pertaining to incubator uses.
Article 39 – Off-Street Parking	<b>Authorize the designation of off-street parking spaces for curbside pick-up, restaurant carry-out zones, and similar purposes</b>
Article 57 – Miscellaneous Use Restrictions	<b>Update of outdoor dining provisions to remove obsolete language and to permit the conversion of existing parking spaces to off-street outdoor dining adhering to a set of standards and requiring design review.</b>
Article 66 – Sign Ordinance	Modification of definition to specifically include wayfinding signs adjacent to pick-up and carry-out zones

The set of proposed changes to the Zoning Code is limited in comparison to the scope of Ordinance No. 2020-23, largely due to the fact that the statewide restrictions that were in place through executive orders issued by Governor Newsom, including the Stay Home Order and the Blueprint for a Safer Economy, ended on June 15, 2021, and as such the necessity for many of the City’s temporary business relief measures diminished. This is particularly evident through an analysis of the temporary use permits issued under Ordinance No. 2020-23.

While the business recovery provisions remain in effect as of the date of this staff report, the City only issued six business recovery temporary use permits in 2022, all of which were for on-street outdoor dining on Grand Avenue, including The Grand Tea Room, Mikko Sushi, Burger Bench, H Brothers, O’Sullivan’s, and Plan 9 Alehouse. Those permits were conditioned to expire at the commencement of Phase II of the Grand Avenue Vision Plan improvements, a project that is currently under design.

Escogelato, another downtown business, was issued a business recovery temporary use permit in 2020 for a parklet on Kalmia. In 2021, Escogelato was issued an encroachment permit to allow this to become a more permanent improvement that will not expire upon the termination of Ordinance No. 2020-23.

In contrast to this, prior to the Governor’s actions to lift the statewide restrictions in June 2021, the City issued four business recovery temporary use permits in 2021 and 43 in 2020. Nearly all of the activities permitted under these temporary use permits have ceased.



# CITY of ESCONDIDO

## STAFF REPORT

The proposed changes do not address parklets, more particularly defined in the uncodified Ordinance as the use of on-street parking spaces and sidewalks for restaurant dining and similar types of uses on streets with less than 12,000 Average Daily Trips and speeds limits of 30 mph or less through a special temporary use permit. Staff is aware of at least two businesses within the downtown area not located on Grand Avenue that have an interest in constructing a parklet.

A number of communities that temporarily permitted parklets within on-street parking areas have adopted programs and guidelines that continue to permit them as semi-permanent and permanent features, most often requiring them to meet established design and safety criteria through an encroachment permit process. Some have also established fees for the use of the space. Examples of those communities that have more fully developed programs and guidelines include San Diego, Palm Desert, Palm Springs, San Luis Obispo, Santa Barbara, and San Mateo. Should the City Council desire to continue discussion of parklets in the community, staff recommends that the economic development subcommittee undertake a review of those programs and assess potential options for consideration if they were to remain in Escondido in areas other than those designed as part of the Grand Avenue Vision Plan.

There is no evidence to support the continuation of the remaining provisions of Ordinance No. 2020-23. Table 2 of the Planning Commission staff report, Attachment “2” of this staff report, provides an analysis of these other provisions. Attachment “3” provides a strikethrough and underlined version of all Zoning Code changes. Exhibit “B” to City Council Ordinance No. 2023-07 provides a “clean” copy of the changes and reflects what they would look like if adopted by City Council.

During the January 24, 2023 Planning Commission hearing, commissioners discussed the merits and/or requested clarification of proposed changes related to Articles 26, 39, 57, and 66. The Planning Commission recommended approval of the Business Recovery Ordinance Modifications with a modification to Article 39 to restrict the special signed parking to a maximum of five percent of all special parking. Staff disagrees with this recommendation. If this recommendation is understood to mean that any parking reserved for curbside pick-up, restaurant carry-out zones, and/or other drop-off and pick-up related uses and activities would be limited to five percent of all reserved parking, this would limit the number of carry-out spaces to one space in nearly all cases. A development would need to provide at least 40 reserved parking spaces to be allowed two spaces under this provision. The intent of the original language was to provide businesses with additional flexibility to designate or reserve parking spaces up to a maximum number. Staff recommends the original language that was presented to the Planning Commission in lieu of their recommended modification.



# CITY of ESCONDIDO

## STAFF REPORT

### ENVIRONMENTAL REVIEW

There are a number of CEQA exemptions that are applicable to the Business Recovery Ordinance Modifications, all listed below. Some of the proposed amendments are not considered a Project under CEQA, as defined in section 15378(b)(5) of the State CEQA Guidelines. The following is a list of categorical or statutory exemptions under CEQA that apply to the various proposed changes, in addition to section 15378(b)(5):

- The amendments that relate to error correction, formatting changes, and general reference clean ups are not considered a Project under CEQA, as defined in section 15378(b)(5) of the State CEQA Guidelines. The scope of these proposed changes includes corrective clerical errors or clarification of ambiguities and relates to organizational and administrative actions of government that will not result in direct or indirect physical changes in the environment.
- The amendments that relate to a zone's permitted use table (Article 26) are categorically exempt pursuant to CEQA Guidelines section 15301 (Existing Facilities) as such uses are already permitted in less intensive zones.
- The amendments that relate to a signage (Article 66) and the conversion of existing, required off-street parking to outdoor dining (Article 57) are categorically exempt pursuant to CEQA Guidelines section 15301 (Existing Facilities) as such uses would result in negligible or no expansion of the existing uses.

### ORDINANCES

- a. Ordinance No. 2023-07
- b. Ordinance No. 2023-07 Exhibits "A" and "B"

### ATTACHMENTS

- a. Attachment "1" – Ordinance No. 2020-23
- b. Attachment "2" – January 24, 2023, Planning Commission staff report (excerpted)
- c. Attachment "3" – Strikethrough and underline of proposed changes

## ORDINANCE NO. 2020-23

AN UNCODIFIED ORDINANCE OF THE CITY  
COUNCIL OF THE CITY OF ESCONDIDO,  
CALIFORNIA, FOR THE CORONAVIRUS  
("COVID-19") EMERGENCY BUSINESS  
RECOVERY STRATEGY

WHEREAS, in a short period of time, COVID-19, which is a new strain of coronavirus that is the cause of an outbreak of respiratory illness, has rapidly spread throughout the State of California, necessitating stringent public health emergency orders as well as guidance and directives from federal, state, and local public officials; and

WHEREAS, on January 31, 2020, the U.S. Secretary of Health and Human Services declared a public health emergency related to the COVID-19 outbreak pursuant to Section 319 of the Public Health Service Act; and

WHEREAS, on February 14, 2020, the San Diego County Public Health Officer declared a local health emergency due to the threat of COVID-19; and

WHEREAS, on February 19, 2020, the San Diego County Board of Supervisors ratified the Declaration of Local Health Emergency and Proclamation of Local Emergency arising out of the COVID-19 outbreak; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom proclaimed a State of Emergency to exist in the State of California as a result of the threat of COVID-19; and

WHEREAS, various health organizations throughout the world, including the Centers for Disease Control and Prevention ("CDC") and the World Health Organization ("WHO"), consider the COVID-19 virus to be a very serious health threat, a "public health

emergency of international concern,” and as of March 11, 2020, the WHO identified it as a pandemic; and

WHEREAS, on March 12, 2020, Governor Newsom issued Executive Order N-25-20 which, in part, took various actions pursuant to the Emergency Services Act (Government Code Section 8550 *et. seq.*), including an order to ensure adequate facilities to address the impacts of COVID-19; and

WHEREAS, on March 13, 2020, Donald J. Trump, President of the United States, issued a Proclamation on Declaring a National Emergency concerning the COVID-19 Outbreak; and

WHEREAS, on March 16, 2020, the City Manager for the City of Escondido (“City”), acting in his capacity of Director of Emergency Services of the City (“Director”), proclaimed, through Proclamation No. 2020-01, the existence of a Local Emergency related to COVID-19 within the City, and activated the Escondido Emergency Operations Center on that date; and

WHEREAS, as of March 18, 2020, the Escondido City Council adopted Proclamation No. 2020-01, ratifying the declaration of the Director and declaring the existence of an on-going local emergency pursuant to COVID-19; and

WHEREAS, on March 19, 2020, Governor Newsom issued Executive Order N-33-20, ordering all individuals living in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors (also called the “Stay-at-Home Order”); and

WHEREAS, new daily positive COVID-19 case counts, total test-positive cases, and per capita totals slowed in late spring 2020. Because of the downtrend movement in

new cases, there was growing interest to support modifying the statewide Stay-at-Home Order to allow more businesses that had been closed to re-open. On May 7, 2020, the State Public Health Officer announced that statewide data supported gradually re-opening commercial retail, industrial manufacturing, and logistics businesses; and

WHEREAS, pursuant to California Health and Safety Code Section 120175.5(b) and the Order of the Health Officer and Emergency Regulations issued by the Health Officer of the County of San Diego, as updated on August 8, 2020 ("County Public Health Order"), all governmental entities in San Diego County are required to take necessary measures within the government entity's control to ensure compliance with the County Public Health Order and reduce the risks of community spread of COVID-19; and

WHEREAS, given the extraordinary health threat caused by COVID-19, the City Council adopted an Urgency Ordinance (Ordinance No. 2020-12) on May 20, 2020, and enacted temporary business relief measures and public health and safety protections related to statewide recovery and re-opening efforts in Escondido due to COVID-19, and to prevent or lower the risk of COVID-19 transmission; and

WHEREAS, individuals with COVID-19 may be asymptomatic, and physical distancing and modified business operations, such as using outdoor spaces and providing curbside pickup, takeout, and delivery, are critical and necessary for safely reopening businesses, preventing or mitigated a future spike in transmission, and helping to ensure the safety and protection of individuals participating in such business operations. Many businesses and employers need additional guidance and support in response to stabilizing operations for commercial retail, industrial manufacturing, and

logistics businesses. Furthermore, the patchwork of constantly evolving plans, health orders, and precautions recommended by health authorities has caused many local businesses and employers in Escondido to experience sudden and unexpected revenue or income loss from temporary business closures and/or modified operations; and

WHEREAS, in light of the on-going emergency regarding the COVID-19 pandemic, the City Council extended Urgency Ordinance No. 2020-12 on August 19, 2020, for an additional ninety (90) days; and

WHEREAS, the existing conditions that prompted the Director's and City Council's Proclamation of Local Emergency continue to exist. The underlying economic and health circumstances supporting the Urgency Ordinance(s) are equally true as of this date and as set forth in the above recitals, which are incorporated herein by reference.

NOW, THEREFORE, IT IS HEREBY RESOLVED and the City Council of the City of Escondido DOES HEREBY ORDAIN as follows:

SECTION 1. The foregoing recitals are true and correct. City Council Proclamation No. 2020-01 ratifying the declaration of a Local Emergency and declaring the existence of an on-going Local Emergency related to COVID-19, California Governor Gavin Newsom's Executive Orders N-25-20 and N-33-20, and the County Public Health Order are hereby incorporated into this Ordinance as if fully set forth herein.

SECTION 2. The existing conditions that prompted the Director's and City Council's Proclamation of Local Emergency continue to exist. In the interest of protecting the public health and safety, and minimizing and reducing the spread of the transmission

of COVID-19 and loss of life, property, and essential public services, the City Council finds a compelling need to establish a series of temporary business relief measures and otherwise mitigate the adverse effects of COVID-19 and the gradual re-opening process among all residents, businesses, and visitors of Escondido.

SECTION 3. California Environmental Quality Action ("CEQA"). Public Resources Code ("PRC") Section 21080(b)(4) and CEQA Guidelines Section 15269(c) (14 C.C.R. Section 15269(c)) exempt from CEQA "specific actions necessary to prevent or mitigate an emergency." PRC Section 21060.3 defines emergency as "a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services." The COVID-19 pandemic constitutes a "sudden, unexpected occurrence," whereby the public health effects of the pandemic were felt in the City, County, and State suddenly and unexpectedly. Governmental efforts to mitigate the effects of the pandemic, such as closures and the Stay-at-Home order, also occurred suddenly, and these mitigation efforts, despite their necessity in light of the pandemic, have significantly and adversely impacted businesses, business owners, employees, and livelihoods, including having significant economic repercussions. Similarly, the pandemic and its mitigation efforts have affected the City's delivery of its essential public services. Although the State and local authorities are evaluating the feasibility and scope of economic recovery and "re-opening" efforts, and such efforts are constantly evolving, those authorizations will not serve to fully mitigate the pandemic's effects on businesses, the City, and the public, and it is likely that businesses and essential City services will not be able to survive, or public health to be negatively impacted, without the City's implementation of the proposed

amendments to the Escondido Zoning Code. Further, the measures are necessary to comply with continued specific public health requirements associated with the pandemic, including social distancing. Thus, the COVID-19 pandemic is an emergency as defined in PRC Section 21060.3, and the recovery plan outlined herein is necessary to mitigate that emergency. For these reasons, the Urgency Ordinance is exempt from CEQA pursuant to PRC section 21080(b)(4) and CEQA Guidelines Section 15269(c).

As separate and independent bases, the amendments to the Escondido Zoning Code are categorically exempt from environmental review pursuant to CEQA Guidelines Section 15304(e) for minor alterations to land for temporary uses that have negligible or no permanent effects on the environment, CEQA Guidelines Section 15311(c) for the construction of or replacement of minor structures and temporary use items accessory to existing commercial, industrial, or institutional facilities.

SECTION 4. During this state of Local Emergency, the City Council hereby adopts the following temporary business relief measures:

- 1) **Temporary Sign Limits.** Section 33-1396(a) of Article 66 of the Escondido Zoning regulates the time, place, and manner of temporary signs, and limits these special event signs for a total duration of not more than sixty (60) days in a calendar year. Section 33-1396(a) of Article 66 of the Escondido Zoning Code regulates temporary banner signs including an allowance for seventy-two (72) square feet and only one (1) special event banner is allowed for each street frontage, except for individual in-line shops in commercial centers where one (1) banner is allowed for each building face

fronting on a parking lot or a street. The foregoing limitations of temporary banner signs are hereby provisionally modified to allow for the following:

- a. One (1) banner sign of up to seventy-two (72) square feet and one (1) additional banner sign of up to thirty-two (32) square feet for each street frontage or each building face fronting on a parking lot or a street.

The City Council also hereby adopts provisions to allow for the following temporary signs that are neither expressly allowed nor prohibited by the zoning ordinance, when they are on private property, project from private property over or into City property, or are located within the public right-of-way.

- a. A-frame sign(s) placed on private property adjacent to the primary entrance to the property, building, or tenant space for the purpose of identification, protection or directing persons to a use conducted therein, or identification of on-site protection or safety measures.
- b. Wayfinding or directory ground-mounted signs placed immediately adjacent to pick-up and carry-out zones, or parklets, designed or intended to be displayed for each service or delivery entrance.

Temporary signs specifically allowed by this Ordinance are exempt from and would not be counted towards the sixty (60) day calendar limit. An act to establish, erect, or maintain temporary banner, temporary A-frame signs, or wayfinding or directory ground mounted signs, as allowed by this Ordinance, shall be exempt from the application and sign permit

requirements but must be in conformance with all other requirements of this section. Except as modified by this section, the provisions, terms, and limitations of Article 66 shall remain in full force and effect, including any timeframe or permit requirements with respect to signs not otherwise described herein.

2) **Regulation of Alcohol Sales.** The City Council hereby suspends local permit restrictions on Alcohol Beverage Control ("ABC") licensed restaurants that prevent off-site sale and delivery of alcohol, to the extent applicable, subject to the following conditions:

- a. No wine or beer shall be sold with an alcohol content of greater than fifteen (15) percent by volume.
- b. The sale of alcoholic beverages for off-site consumption shall only be made to patrons who purchase meals as defined in Business and Professions Code Section 23038.
- c. All alcohol delivery persons shall be an employee of the restaurant who is twenty-one (21) years of age or older. Drivers delivering alcohol to said patrons shall document that the customer is twenty-one (21) years of age or older. No individual under twenty-one (21) years of age, or without proper identification, shall be served or sold alcohol.
- d. Restaurants shall comply with the conditions contained within the ABC's Notice of Regulatory Relief.

- e. That the suspension of local permit restrictions on ABC licensed restaurants shall be effective during the Urgency Ordinance's effective period and/or shall last until the withdrawal of ABC Notice of Regulatory Relief, whichever occurs first.

- 3) **Carry-Out Zones Established.** The City Council desires to convert underutilized parking spaces into more functional spaces and to include use of parking space(s) or portion of the parking lane(s) as described herein. The City Council hereby authorizes the reservation of no more than four (4) existing, striped parking space on the same premises for curbside pick-up, restaurant carry-out zones, and/or other drop-off and pick-up related uses and activities. The City Council furthermore authorizes the temporary use of no more than two (2) existing, striped parking spaces in the public street immediately adjacent to a businesses or employer, if any, for curbside pick-up, restaurant carry-out zones, and/or other drop-off and pick-up related uses and activities to the fronting private property. Temporary use of on-street parking spaces shall be limited to streets with speed limits of thirty (30) mph or less and shall be coordinated with neighboring businesses and business associations.
- 4) **Accessory Retail Use in Industrial Areas.** Retail accessory uses and structures are permitted in the industrial zones, provided they are incidental to and do not substantially alter the character of the permitted principal use or structure. Said regulations, described in Section 33-565 of Article 26 of the Escondido Zoning Code, limit accessory retail use to fifteen (15) percent

of the gross building square footage. The foregoing limitation is hereby provisionally modified from fifteen (15) percent to fifty (50) percent. Henceforth, no additional parking associated with this expanded accessory use authorization shall modify or change any on-site parking requirements. Except as modified by this section, the provisions, terms, and limitations of Article 26 shall remain in full force and effect.

**5) Outdoor Activities on Private Property (in Non-Parking Areas).**

Authorization of temporary outdoor display and sale events in commercially zoned districts of the City, described in Sections 33-1533(b) and 33-1534(c)(1) of Article 73 of the Escondido Zoning Code, are hereby provisionally modified and henceforth to allow a variety of outdoor sale events; displays; professional, recreation or instructional services; and/or assembly in non-parking areas of private property. Henceforth, no zoning permit or fees shall be required to establish outdoor activities in non-parking areas of private property. Furthermore, outdoor activities on private property shall be allowed to recur during normal business hours and for as many days as necessary within the time limits of the Ordinance's effective period. All shade tents shall be reviewed by the building division and fire department for compliance with all building and fire codes. No fees shall be required for tent permit applications or tent inspection, if required by the Fire Chief or designee. Except as modified by this section, the provisions, terms, and limitations of Article 73 shall remain in full force and effect.

- 6) **Outdoor Activities on Private or Public Property (Parking Areas).** A business establishment can be expanded into temporary outdoor areas to allow a variety of outdoor sale events; displays; professional, recreation, or instructional services in parking areas located on private or public property. Outdoor activities in parking areas shall be allowed to recur during normal business hours, subject to a special temporary use permit. No permit or fee shall be required for assembly or assembly services, which may include social clubs, churches, and/or protests. All shade tents shall be reviewed by the building division and fire department for compliance with all building and fire codes. No fees shall be required to review special temporary use permit and/or tent permit applications or tent inspection.
- a. A temporary outdoor use in a private parking area can only be located in a zone in which the primary use is an allowed use or conditionally permitted use under the base zoning designation. A temporary outdoor use in a private parking area can only be located on the same parcel that is entitled for the use.
  - b. A temporary outdoor use in a public parking lot shall obtain authorization by the City's Manager's Office or Community Services Department.
- 7) **Parklets Established.** The City Council desires to convert underutilized on-street parking spaces and/or public sidewalks into more functional spaces and hereby authorizes the conversion of on-street parking or public sidewalks to parklets through the issuance of special temporary use

permits. Henceforth, parklets are permitted on streets with less than 12,000 Average Daily Trips and speed limits of thirty (30) mph or less. Each parklet must be located within an existing, striped space and located immediately adjacent to a business or employer. Additional parklet space(s) and/or public sidewalk space(s) may be utilized if the associated property owner and/or business establishment assigns rights to use the associated parklet space(s) and public sidewalk.

- 8) **Temporary Indoor Expansions.** A legal and conforming business area can be expanded into temporary indoor areas subject to a special temporary use permit, including into an existing nearby space or building, when shown to be necessary to comply with continued specific public health requirements associated with the pandemic and to accommodate physical distancing without increasing the overall capacity or occupancy of the operation. However, a temporary indoor area can only be located in a zone in which the primary use is an allowed use or conditionally allowed under the base zoning designation.
- 9) **Parking Regulations Exemption.** A temporary modification is exempt from additional parking regulations. Any temporary off-site parking arrangements or reciprocal parking agreements, necessary to temporarily support a business recovery and/or implementation of a temporary outdoor use subject to a special temporary use permit, may similarly be reviewed and considered as a special temporary use.

10) **New Structures and Modifications.** A business may erect a new temporary structure or make a minor modification to an existing structure as part of a temporary modification. A temporary modification is exempt from Design Review or other zoning permits.

11) **Agricultural Experiences.** An allowed agricultural use may conduct an agricultural experience that complies with all of the following:

- a. The use is incidental to a primary agricultural use and features predominately agricultural products grown or produced onsite.
- b. Hikes, tours, educational seminars, and/or food sales or service must occur during business hours. No overnight sleeping accommodations are allowed.
- c. No permanent improvements are necessary to accommodate or support the agricultural experience, such as construction or grading.
- d. The use complies with environmental health requirements, including those related to food service, porta-toilets, trash containers, fire and building codes, the Department of Alcoholic Beverage Control requirements, and any other applicable requirements.

12) **Home Occupations.** Home occupations require a home occupation permit. Henceforth, all bona fide home occupations shall allow on-premises employees and customers.

- a. No more than two (2) non-residents who commute to the home to work may be continuously employed at any one time on the site, except where specifically permitted by law.

- b. No more than eight (8) clients or customers shall be on the premises in any one (1) day.

Each and every one of the other conditions listed in Section 33-852 of the Escondido Zoning Code must be observed at all times by the holder of a home occupation permit. A home occupation shall continue to comply with all of the codes adopted by reference (including but not limited to the Uniform Building Code, Uniform Plumbing Code, Uniform Fire Code, etc.) and shall require ADA clearances as determined necessary by the Building Official. The Director of Community Development may, upon application, issue a home occupation permit, which shall state the home occupation permitted, the conditions attached, and any time limitations thereon.

SECTION 5. In addition to the temporary uses or operational needs expressively stated within this Ordinance, the Director of Community Development, or his designee, may issue a special temporary use permit for a temporary indoor or outdoor use found to be necessary to respond to the current and continuing health, safety, and financial circumstances of the COVID-19 emergency. Such uses must serve to increase and improve patron and pedestrian mobility and access to businesses engaging in practices that are conducive to social distancing and other applicable health and safety practices, including complying with the County Public Health Order and all other applicable governmental and agency health and safety requirements. Such uses may include temporary use allowances, expanded business hours, drive-through or drop-off/pick-up operations, or other measures if it is shown necessary for business recovery or other pressing need related to the pandemic.

SECTION 6. The City Manager, or his designee, shall create and maintain a master permitting and/or tracking program to help implement this Ordinance. Each application shall be reviewed for public safety issues unique to the pedestrian and vehicular needs of the specific location. The business or employer must agree to provide to the City a Certificate of Liability insurance naming the City as additional insured. Additional conditions may be included prior to the issuance of any permit covered by this Ordinance.

SECTION 7. This Ordinance is effective on the date of its adoption and shall remain in effect until 30 days after expiration or termination of the Local Emergency, or until this Ordinance is modified or revoked by the City Council whichever is sooner. All ordinances or parts of ordinances in conflict herewith are hereby temporarily suspended, effective immediately and in effect through the time the Ordinance is in effect, unless stated otherwise. After the expiration of the Ordinance, the provisional business relief measures shall be deemed expired and of no further force or effect. All rights and obligations under this Ordinance shall be concluded.

SECTION 8. During the effective period of the Ordinance, businesses and employers have a right to undertake and complete the development and use of property or utilize any and all business relief measures, or portions thereof. All temporary modifications must comply with all other state and local laws, including encroachment, building, grading, fire, and health code requirements, the California Disabled Persons Act, the State Shelter Order, and the County Health Order.

SECTION 9. No Property Rights Conferred. Use or development of a temporary modification does not confer a property interest, vested right, or entitlement to

continue through the Ordinance's effective period or receive a future entitlement for use of the temporary modification. These business relief measures shall not be extended by any amendments or modifications unless expressly provided by the City Council. Upon the Ordinance's expiration, the City Council's policy shall revert to the zoning ordinance as written and all temporary displays and physical improvements authorized by this Ordinance shall be removed immediately, at the expense of the business or employer. Temporary modifications must either be restored to their prior condition or the applicant must apply for and diligently pursue retention of these modifications on a permanent basis.

SECTION 10. The City of Escondido reserves the right to enforce this Ordinance pursuant to Escondido Municipal Code Section 1-13 and to pursue any other remedies legally available against individuals or entities who knowingly or intentionally violate the provisions of this Ordinance or falsify information to qualify for the relief granted by this Ordinance. If the Director of the Community Development Department, or his/her designee, determines that a temporary modification is a nuisance or does not comply with this Ordinance or applicable provision of the Zoning Code, it may, at the Director's discretion, require changes to the temporary modification, suspend use of the temporary modification, or require that the temporary modification cease.

SECTION 11. There are no assurances to residents, businesses, or visitors that the affected chapters and sections of this Ordinance will not be subject to future revisions. The establishment of this Ordinance shall not preclude, change, or impair the authority of the City to adopt and/or enforce Zoning Code provisions, Municipal Code ordinances, or other governing situations.

SECTION 12. The adoption of this Ordinance is not intended to affect or disrupt the continuity of the City's business or administration of its law, including but not limited to the following:

- Actions and proceedings that began before the effective date of this Ordinance;
- Prosecution for ordinance violations committed before the effective date of this Ordinance; and/or
- The amount, or collection, of license, fee, penalty debt, forfeiture, or obligations due and unpaid as of the effective date of this Ordinance.

SECTION 13. This Ordinance is intended to supplement, not to duplicate, supplant, or contradict, applicable state and federal law, as well as the County Public Health Order, and shall be interpreted in light of that intent. If any section, subsection, paragraph, sentence, clause, or portion of this Ordinance is, for any reason, held invalid or unconstitutional, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance.

SECTION 14. All businesses that are allowed to open must modify operations to comply with the State and County Public Health Orders, guidelines, and regulations specific to their industry sector from relevant local and state agencies, as well as prepare, post, and implement a social distancing protocol to protect employees, customers, and the general public, and self-certify compliance. Businesses that perform group instruction or assembly must not exceed the maximum number of individuals in a group allowed under the County Public Health Order for outdoor activity businesses or for gatherings.

SECTION 15. The City Council does not request codification of this Ordinance because the Ordinance is temporary and, therefore, not a general ordinance in force.

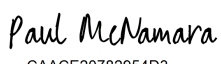
PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof this 21<sup>st</sup> day of October, 2020 by the following vote to wit:

AYES : Councilmembers: DIAZ, MARTINEZ, MORASCO, MCNAMARA

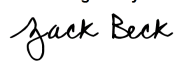
NOES : Councilmembers: NONE

VACANT : Councilmembers: DISTRICT 2

APPROVED:

DocuSigned by:  
  
CAACE20782954D3...  
PAUL MCNAMARA, Mayor of the  
City of Escondido, California

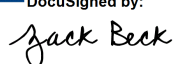
ATTEST:

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A58535D0BDC1430...  
ZACK BECK, City Clerk of the  
City of Escondido, California

\*\*\*\*\*

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO : ss.  
CITY OF ESCONDIDO )

I, Zack Beck, City Clerk of the City of Escondido, hereby certify that the foregoing ORDINANCE NO. 2020-23 passed at a regular meeting of the City Council of the City of Escondido held on the 21<sup>st</sup> day of October, 2020, after having been read at the regular meeting of said City Council held on the 16<sup>th</sup> day of September, 2020.

DocuSigned by:  
  
A58535D0BDC1430...  
ZACK BECK, City Clerk of the  
City of Escondido, California

ORDINANCE NO. 2020-23

**Agenda Item No.: G.2****Date: January 24, 2023****PROJECT NUMBER / NAME:** PL23-0005 / Business Recovery Ordinance Modifications

**REQUEST:** A series of amendments to the Escondido Zoning Code to make permanent a series of temporary business relief measures adopted previously as an uncodified ordinance by the Escondido City Council through Ordinance No. 2020-23. The proposal involves minor amendments to Articles 26 (Industrial Zones), 39 (Off-Street Parking), 57 (Miscellaneous Use Restrictions), and 66 (Sign Ordinance).

**LOCATION:** Citywide**APPLICANT:** City of Escondido**APN / APNS:** N/A**PRIMARY REPRESENTATIVE:****GENERAL PLAN / ZONING:** N/A

Development Services

**DISCRETIONARY ACTIONS REQUESTED:** Zoning Code Text Amendments**PREVIOUS ACTIONS:** N/A**PROJECT PLANNER:** Andrew Firestine, Director of Development Services

**CEQA RECOMMENDATION:** Statutorily or categorically exempt pursuant to Public Resources Code section 21080.17 and CEQA Guidelines sections 15282(h), 15301, 15303, or does not qualify as a "project" under CEQA.

**STAFF RECOMMENDATION:** Recommend approval of the Project to City Council**REQUESTED ACTION:** Approve Planning Commission Resolution No. 2023-03**CITY COUNCIL HEARING REQUIRED:** ☒ YES ☐ NO**REPORT APPROVALS:**☒ Andrew Firestine, AICP, Development Services Director☒ Adam Finestone, AICP, City Planner

**A. BACKGROUND:**

On March 16, 2020, the Escondido city manager issued a proclamation of a local emergency related to the COVID-19 pandemic, which was ratified by the City Council on March 18, 2020. This proclamation of local emergency remains in effect until it is rescinded by the City Council.

Governor Gavin Newsom announced in October 2022 that the State of California's COVID-19 state of emergency will end on February 28, 2023. This action makes it more difficult for the City to sustain its proclamation of a local emergency and has prompted a review of those actions the City has taken under its emergency proclamation.

Under its local emergency proclamation, actions were taken to provide protection and relief to residents and businesses, including the approval of a local business recovery strategy and a series of urgency ordinances that established temporary business relief measures. The most recent of these was Ordinance No. 2020-23, an uncoded ordinance implementing regulations in support of the City's business recovery strategy for the duration of the local emergency (Attachment 1). This ordinance expires 30 days after the local emergency declaration is lifted.

Ordinance No. 2020-23 addressed several provisions of the Escondido Zoning Code that were modified in recognition of abrupt and immediate changes in business practices in response to the pandemic and a desire from residents and businesses for the City to be responsive to those changing needs. More specifically, it addressed: 1) temporary sign limits; 2) the regulation of alcohol sales; 3) carry-out zones; 4) accessory retail uses in industrial areas; 5) outdoor activities on private property; 6) outdoor activities in public areas; 7) parklets; 8) temporary indoor expansions; 9) temporary structures; 10) agricultural experiences; and 11) home occupations.

Following Governor Newsom's announcement in October 2022 regarding the end of the State of California's state of emergency on February 28, 2023, staff initiated a review of Ordinance No. 2020-23 in anticipation of a similar action to terminate the proclamation of local emergency. This review has identified that many of the temporary business relief measures have served their purpose and do not need to be codified but there are several areas where it is desirable to allow the changes to become permanent, which is the focus of this staff report and resolution. More specifically, text amendments to the Zoning Code are recommended to Articles 26 (Industrial Zones), 39 (Off-Street Parking), 57 (Miscellaneous Use Restrictions), and 66 (Sign Ordinance). This action requires Planning Commission recommendation and City Council adoption.

**B. PROJECT ANALYSIS:**

Table 1 provides a summary of the recommended amendments to the Zoning Code. Further analysis is provided for Articles in denoted in **bold**.

**TABLE 1 - SUMMARY OF PROPOSED CHANGES**

Article	Proposed Change
Article 26 – Industrial Zones	Increase the allowance for accessory commercial sales and service uses in industrial zones up to 50% of the gross building square footage. Remove expired subsection pertaining to incubator uses.
<b>Article 39 – Off-Street Parking</b>	<b>Authorize the designation of off-street parking spaces for curbside pick-up, restaurant carry-out zones, and similar purposes</b>
<b>Article 57 – Miscellaneous Use Restrictions</b>	<b>Update of outdoor dining provisions to remove obsolete language and to permit the conversion of existing parking spaces to off-street outdoor dining adhering to a set of standards and requiring design review.</b>
Article 66 – Sign Ordinance	Modification of definition to specifically include wayfinding signs adjacent to pick-up and carry-out zones

A strikethrough and underlined version of all proposed Zoning Code changes is provided under Attachment 2. Exhibit B to Planning Commission Resolution No. 2023-03 (Attachment 3) provides a “clean” copy of the changes and reflects what they will look like if adopted by City Council.

**Article 39 – Off-Street Parking**

One of the changes in business practices that occurred over the course of the pandemic was contactless pick-up – a concept that was widely implemented at many retail and restaurant establishments in the City. Businesses designated or reserved parking spaces where a customer could park and then call the business to receive their order without leaving their vehicle or entering the store. This change in business practice was supported through Ordinance No. 2020-23, which allowed businesses to reserve up to four existing parking spaces for curbside pick-up, restaurant carry-out zones, and/or other drop-off and pick-up related uses and activities.

In review of this, staff finds that many retail and restaurant establishments continue to use carry-out zones in off-street parking areas and that their designation as such has not negatively impacted overall parking availability. Whereas Ordinance No. 2020-23 limited the number of reserved spaces to four, staff has identified significant variation in how this was implemented by the business community. Most reserved between one and six spaces, although Walmart is an example of a retailer that has a more expansive curbside pickup service, a model that they deployed prior to the pandemic.

Rather than restrict the reservation of parking spaces to a set number, the proposed change would permit a range with a minimum of one parking space and a maximum of five percent of the total number of parking spaces and allowing the reservation of additional spaces through an administrative adjustment process. This change would be responsive to the business community who continue to rely on pick-up zones, and to the community who continue to make use of them.

Ordinance No. 2020-23 also addressed the temporary use of existing parking spaces in the public street immediately adjacent to a business for the same purpose. No change is recommended to make the temporary provisions permanent as the Escondido Municipal Code already contains provisions on loading and unloading through curb markings in Chapter 28, Traffic.

**Article 57 – Miscellaneous Use Restrictions**

Another prevalent change in business practices over the course of the pandemic was outdoor dining, both in the public right-of-way and on private property. In many cases, parking spaces were temporarily converted to outdoor dining areas, allowing restaurants to provide service when indoor dining was prohibited and additional capacity when it was restricted. This change in business practice was supported through Ordinance No. 2020-23, which allowed businesses to temporarily convert parking areas to allow for a variety of outdoor uses. It also allowed for the conversion of on-street parking and public sidewalks into parklets in certain circumstances.

In review of the temporary use permits issued under Ordinance No. 2020-23 for these purposes, most have already been removed. There are, however, at least two examples of restaurant establishments that continue to operate outdoor dining in converted parking spaces on private property. Their use of the parking spaces is positive in the sense that it has the potential to repurpose underutilized parking in support of a business and the overall vitality of a shopping center. Ordinance No. 2020-23 did not address the design of these spaces, however. A review of those that continue to operate under a temporary use permit reveals a need to incorporate a set

of minimum design requirements and to further require design review if they are to be made permanent.

The Escondido Zoning Code already contains a section of code pertaining to outdoor dining. The proposed changes update this section of code and permit the conversion of at least two parking spaces and up to 25% of the required off-street parking spaces for the establishment of permanent outdoor dining.

As with the existing code, up to 300 square feet of outdoor dining would be exempt from any requirement to meet additional minimum parking requirements for the use. The existing code contains operational requirements that are proposed to remain, although the proposed changes include minimum requirements to separate the outdoor dining area from parking spaces, drive aisles, and sidewalks through the use of a barrier consisting of railings, fences, or walls, or a combination thereof, and planter boxes. The proposed changes emphasize the use of materials appropriate for a permanent installation and allow for a permanent roof or shelter where the building code requirements are met. It also requires outdoor dining areas to meet current California Building Code and Americans with Disabilities Act requirements for accessibility.

The purpose of the proposed changes is to set a higher standard for any outdoor dining area on private property that proposes to convert a temporary use to a permanent use and any new conversions. It would not allow for portable tents or canopies to remain once Ordinance No. 2020-23 is no longer in effect.

The proposed changes do not address parklets in the public right-of-way. This is an area that requires additional policy discussion and direction and is outside the scope of these modifications.

#### **Other Elements of Ordinance No. 2020-23**

The set of proposed changes to the Zoning Code is limited in comparison to the scope of Ordinance No. 2020-23, largely due to the fact that the statewide restrictions that were in place through executive orders issued by Governor Newsom, including the Stay Home Order and the Blueprint for a Safer Economy, ended on June 15, 2021, and as such the necessity for many of the City's temporary business relief measures diminished. This is particularly evident through an analysis of the temporary use permits issued under Ordinance No. 2020-23.

While the business recovery provisions remain in effect as of the date of this staff report, the City only issued six business recovery temporary use permits in 2022, all of which were for on-street outdoor dining on Grand Avenue, including The Grand Tea Room, Mikko Sushi, Burger Bench, H Brothers, O'Sullivan's, and Plan 9 Alehouse. Those permits were conditioned to expire at the commencement of Phase II of the Grand Avenue Vision Plan improvements, a project that is current under design.

Escogelato, another downtown business, was issued a business recovery temporary use permit in 2020 for a parklet on Kalmia. In 2021, Escogelato was issued an encroachment permit to allow this to become a more permanent improvement that will not expire upon the termination of Ordinance No. 2020-23

In contrast to this, prior to the Governor's actions to lift the statewide restrictions in June 2021, the City issued four business recovery temporary use permits in 2021 and 43 in 2020. Nearly all of the activities permitted under these temporary use permits have ceased.

There is no evidence to support the continuation of the remaining provisions of Ordinance No. 2020-23. Table 2 provides an account of those temporary allowances that will end with the termination of Ordinance No. 2020-23:

**TABLE 2 - SUMMARY OF OTHER PROVISIONS OF ORDINANCE NO. 2020-23**

Provision	Summary
Temporary Sign Limits	The uncodified ordinance allowed for more banners and other temporary signage. Other than the addition of wayfinding signs for carry-out zones, no changes are proposed to the sign code. Staff has initiated a more comprehensive update to the sign code where additional changes can be evaluated.
Regulation of Alcohol Sales	The California Department of Alcoholic Beverage Control (ABC) has rescinded most of the regulatory relief it granted over the course of the pandemic. Certain aspects of their regulatory relief were incorporated into new state laws, including those that regulate the sale of alcohol to go. Modifications may be needed to the Escondido Municipal Code to be consistent with the ABC, although Ordinance No. 2020-23 did not modify any specific code section. No changes are proposed or recommended at this time.
Outdoor Activities on Private Property	The proposed changes include an allowance for the conversion of existing parking spaces to outdoor dining, providing a path for restaurants to either convert outdoor dining permitted through a business recovery temporary use permit to permanent outdoor dining or to propose new outdoor dining. Ordinance No. 2020-23 also allowed for other outdoor activities on private property. The existing Zoning Code contains provisions for temporary use permits that allow for special events and other short-term activities on commercially zoned property. No additional changes are proposed or recommended at this time.
Outdoor Activities in Public Areas	Ordinance No. 2020-23 allowed for the use of public parking lots for outdoor activities. Outdoor activities in public parking lots are no longer taking place and no changes are proposed or recommended.
Parklets	The proposed changes do not address parklets in the public right-of-way. This is an area that requires additional policy

	discussion and direction and is outside the scope of these modifications.
Temporary Indoor Expansions	Provisions were established by Ordinance No. 2020-23 to allow existing businesses to expand into adjacent buildings or suites without the need to provide additional parking. Staff is unaware of any business that used this provision and no changes are proposed or recommended.
Temporary Structures	The uncodified ordinance streamlined processes to erect temporary structures. The existing Zoning Code contains provisions for temporary use permits that allow for temporary structures. No additional changes are proposed or recommended at this time.
Agricultural Experiences	Ordinance No. 2020-23 established regulations to allow agricultural operations to conduct expanded activities which would encourage the public to visit their facilities. Staff is unaware of any business that used this provision and no changes are proposed or recommended.
Home Occupations	This provision allowed existing and new home occupations to have up to two non-resident employees at the facility at any time, and allows up to eight clients or customers per day to come to the residence to obtain goods or services. Staff does not recommend that this continue as a permanent change to the Zoning Code.

### **C. PUBLIC INPUT:**

The Business Recovery Code Modifications were noticed in accordance with Article 61, Division 6 of the Escondido Zoning Code. A public notice was published in the Escondido Times Advocate and The Paper at least ten calendar days prior to this public hearing. Due to the nature of the zoning code modifications, staff did not conduct specific project-related outreach. As of the time the staff report was prepared, no public correspondence was received.

### **D. CONCLUSION AND RECOMMENDATION:**

Staff recommends approval of the Business Recovery Ordinance Modifications as they allow parts of the City's business recovery strategy to become permanent, including those where there is an ongoing and continuous use of the temporary provisions and a need to codify those as part of the Escondido Zoning Code. In the time the temporary provisions have been in effect, there has not been a demonstrated negative impact resulting from the temporary allowances. The proposed changes making those permanent provide standards for their continuation and, in the case of outdoor dining, require a design review process to ensure those requirements are met.

The Planning Commission has the authority under Section 33-1262 of Article 61 of the Escondido Zoning Code (Administration and Enforcement Ordinance) to review and consider amendments to the Zoning Code, which requires a Planning Commission recommendation to City Council. No other discretionary permits are requested or required.

**ATTACHMENTS:**

1. ~~Ordinance No. 2020-23~~
2. ~~Strikethrough and underline of proposed changes~~
3. ~~Draft Planning Commission Resolution No. 2023-03 including Exhibits A Findings, and B~~  
~~Clean copy of proposed changes~~

**LEGEND:****Bold Text** – Headers (no text change unless denoted as below)**~~Bold Strikethrough~~** – Language Removed**Bold Underline** – Proposed Language

# Business Recovery Code Modifications

## ARTICLE 66. SIGN ORDINANCE

### Addition of wayfinding signs adjacent to pick-up and carry-out zones

#### Sec. 33-1391. Definitions.

*The following definition is to be modified to specifically include wayfinding signs adjacent to pick-up and carry-out zones:*

(21) Directional/informational sign means an on-premises sign which contains words such as “entrance,” “in,” “out,” “rest rooms,” “no parking,” **“curbside pickup,” “online orders,” “reserved for \_\_\_\_\_,”** or other similar words, or a sign containing arrows or characters indicating traffic directions used either in conjunction with such words or separately. The sign area shall not be greater than two ~~(2)~~ square feet and the sign not higher than three ~~(3)~~ feet. Signs exceeding this area and/or height may be allowed with approval of a comprehensive sign program, for car-wash, polishing, vacuuming, and detailing uses only. No directional/informational sign shall contain any advertising or trade name information, although minor business identification, not exceeding ~~twenty (20%)~~ **twenty (20%)** percent of the sign area, is allowed for directional purposes. Real estate kiosk and directional signs as defined in section 33-1396(c) and (d) shall not be included in this category.

**LEGEND:**

**Bold Text** – Headers (no text change unless denoted as below)

**~~Bold Strikethrough~~** – Language Removed

**Bold Underline** – Proposed Language

**ARTICLE 39. OFF-STREET PARKING**

**Designation of off-street parking spaces for curbside pick-up, restaurant carry-out zones, and similar purposes**

**Sec. 33-764. Adjustments to non-residential parking.**

**(e) Carry-out zones. For off-street parking facilities containing at least five existing, striped parking spaces, at least one, but no more than five percent of the total number of parking spaces on the same premises may be reserved for curbside pick-up, restaurant carry-out zones, and/or other drop-off and pick-up related uses and activities. Additional spaces may be allowed through an administrative adjustment process.**

**LEGEND:****Bold Text** – Headers (no text change unless denoted as below)**~~Bold Strikethrough~~** – Language Removed**Bold Underline** – Proposed Language**ARTICLE 57. MISCELLANEOUS USE RESTRICTIONS****Update of outdoor dining provisions to remove obsolete provisions and to permit the conversion of existing parking spaces to off-street outdoor dining****Sec. 33-1111. Outdoor dining provisions.**

(a) Outdoor dining for **legally established** restaurants and eating establishments may **shall** be exempt from providing additional parking ~~on a case-by-case basis in the general commercial (C-G), neighborhood commercial (C-N), and professional commercial (C-P), and tourist commercial (C-T) zones, and downtown specific planning area #9~~ for an area up to ~~three hundred (300)~~ square feet, provided the establishment **use** conforms with all required parking standards for its indoor dining area, subject to the following conditions and administrative review:

(1) The establishment requesting outdoor dining shall conform to all sections of the Municipal Code. Outdoor dining areas not in compliance with the required provisions of this article operating prior to October 5, 1994, may continue provided: (A) continuous existence; and (B) use of the outdoor dining area can be demonstrated to the satisfaction of the director department and no violations of state, federal or health and safety regulations exist.

(2) All outdoor dining furniture, including tables, chairs, umbrellas and planters, shall be movable. Umbrellas must be secured with a minimum base of not less than ~~sixty (60)~~ pounds. Outdoor heaters, amplified music or speakers shall be reviewed at the time of application.

(3) No ~~signing~~ **signage** shall be allowed in the outdoor dining area, except for the name of the establishment on an awning or umbrella valance.

(4) The outdoor dining area may only serve food and beverages prepared or stocked for sale by the adjoining indoor eating establishment, provided that the service of ~~beer or wine, or both~~ **alcoholic beverages**, solely for on-premises consumption by customers within the area of the outdoor dining area has been licensed by the state authorities to sell ~~beer or wine, or both~~ **such beverages**, for consumption within the **outdoor dining area of the sidewalk café**.

(5) The area in which the outdoor dining area is authorized is ~~identified in a manner approved by the planning division, which will clearly separate and delineate it from the area which will remain open to pedestrian traffic~~ **located shall be delineated from parking spaces, drive aisles, and sidewalks by a barrier consisting of railings, fences, or walls, or a combination of railings, fences, and walls, and planter boxes that are 42 inches in height or less. Acceptable materials include decorative wrought iron, tubular steel, wood, masonry, or other durable material that is**

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**suitable for outdoor use on a permanent basis. A clear, transparent material may be used on top of the barrier, not to exceed a total height of five feet. Awnings or umbrellas may be used in conjunction with an outdoor dining area, which may also be covered with a permanent roof or shelter provided all California Building Code requirements are met. Barriers adjacent to parking stalls or drive aisles shall include reflective materials and shall be designed in a manner so as to provide protection to the outdoor dining area.**

(6) The outdoor preparation of food and busing facilities are prohibited at outdoor dining areas. The presetting of tables with utensils, glasses, napkins, condiments and the like is prohibited. All exterior surfaces within the outdoor dining area shall be easily cleanable and shall be kept clean at all time by the permittee. Restrooms for the outdoor dining area shall be provided in the adjoining indoor eating establishment and the outdoor dining seating shall be counted in determining the restroom requirements of the indoor restaurant.

(7) The permittee shall remove all trash and litter as they accumulate. The permittee shall be responsible for maintaining the outdoor dining area, including the floor surface, furniture and adjacent areas in a clean and safe condition.

(8) Hours of operation shall be identical to those of the indoor eating establishment.

(9) No required landscaping shall be eliminated unless replaced on-site.

**(10) Outdoor dining shall meet current California Building Code and Americans with Disabilities Act requirements for accessibility.**

(b) Outdoor dining for restaurants and eating establishments exceeding ~~three hundred (300)~~ square feet shall be subject to the conditions stated in subsection (a) of this section, as well as the following conditions:

(1) The establishment conforms with all required parking standards. Additionally, no required vehicle parking spaces shall be eliminated in order to accommodate the outdoor dining area unless replaced on-site.

(2) Additional parking shall be provided for the area exceeding ~~three hundred (300)~~ square feet at a ratio of that required for indoor dining areas. Additional parking shall be provided either on-site or along the street fronting the establishment, or through a joint use or other arrangement deemed appropriate by the city.

(3) Landscaping/buffering shall be incorporated into the outdoor dining area subject to planning division approval which may consist of container plants, permanent landscape

**LEGEND:**

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**~~Bold Strikethrough~~** – Language Removed

**Bold Underline** – Proposed Language

areas, garden walls, temporary fencing or other satisfactory measures to delineate the area devoted for outdoor dining.

**(c) Conversion of required off-street parking. The conversion of at least two and up to 25% of required off-street parking spaces for the establishment of permanent outdoor dining may be permitted as an administrative adjustment to nonresidential parking subject to the provisions of section 33-764 of this chapter.**

**(d) Design review in accordance with Article 64 of this chapter shall be required for all outdoor dining areas.**

**LEGEND:****Bold Text** – Headers (no text change unless denoted as below)**~~Bold Strikethrough~~** – Language Removed**Bold Underline** – Proposed Language

## ARTICLE 26. Industrial zones

**Modification of floor area restriction for accessory retail use in industrial areas****Sec. 33-565. Permitted accessory uses and structures.**

(a) Accessory uses and structures are permitted in the industrial zones, provided they are incidental to and do not substantially alter the character of the permitted principal use or structure. Such permitted accessory uses and structures include, but are not limited to, the following:

**Table 33-565****PERMITTED ACCESSORY USES AND STRUCTURES**

Use Title	I-O	M-1	M-2	I-P
ATM kiosk				
ATM kiosk (drive-in,* drive-through*) (section 33-341)				
Fleet storage* (subject to Article 57)	P	P	P	P
Tow truck operation incidental to repair* (subject to Article 57)		P/C	P/C	
Bus stop shelters**	P	P	P	P
Cafeteria, operated in conjunction with a permitted use for the convenience of persons employed upon the premises	P	P	P	P
Caretakers' or watchperson's dwelling	P	P	P	P
Commercial sales and service uses clearly incidental and secondary to a principal permitted use as provided for in section 33-565(b)	P	P	P	P
<del>Incubator uses as provided for in section 33-565(e)</del>	-	<del>C#</del>	<del>C#</del>	-
Cottage food operations and home occupations as provided for in Article 44	P	P	P	P
Employee recreational facilities and play areas	P	P	P	P
Other accessory uses and buildings customarily appurtenant to a permitted use	P	P	P	P
Reverse vending machines* (Article 33)	P	P	P	P
Satellite dish antennas*	P	P	P	P
Storage buildings incidental to a permitted use	P	P	P	P
Storage of materials used for the construction of a building, including the contractor's temporary office, provided that such use is on the building site or immediately adjacent thereto and provided further, that such use shall be permitted only during the construction period and the 30 days thereafter	P	P	P	P

**Notes:**

\* Subject to special regulations—see section 33-700.

\*\* Subject to special regulations—see section 33-1118.

(b) Sales and service uses incidental and accessory to a principally permitted use may be permitted by the director of community development provided that the following standards are met:

**LEGEND:****Bold Text** – Headers (no text change unless denoted as below)**~~Bold Strikethrough~~** – Language Removed**Bold Underline** – Proposed Language

(1) The operations are contained within the main structure which houses the primary use.

(2) The use occupies no more than ~~fifteen (15)~~**50%** percent of the gross building square footage.

(3) No retail sales or display of merchandise occur(s) outside the structure(s), or outside designated outdoor storage area.

(4) All products offered for sale on the site are manufactured, warehoused, or assembled on the premises.

~~—(c) Sales and service uses not accessory to a principally permitted use may be conditionally permitted in the M-1 and M-2 zones, as an incubator use or activity.~~

~~—(1) Incubator uses and/or activities shall be subject to all applicable city, state, and federal code requirements, as well as the following operational limitations:~~

~~—(A) The use shall be permitted in the existing space of an existing industrial building or suite.~~

~~—(B) No more than one incubator, as described by this section, shall be permitted within any industrial building complex, regardless of size.~~

~~—(C) An incubator shall only be allowed as a sub-lessee of a bona-fide industrial user.~~

~~—(D) The use shall occupy no more than one thousand (1,000) square feet or ten (10) percent of the total floor area of the primary industrial space from whom they sublease, whichever is less.~~

~~—(E) Parking for incubator uses shall be determined based on the parking requirement for the proposed use, in accordance with the provisions of Article 39 of the Zoning Code, governing off-street parking requirements.~~

~~—(F) Hours of operations shall be limited to those of the primary industrial use on site and not adversely impact industrial use activity or operations.~~

~~—(G) Exterior signage for the use shall be limited to window signage.~~

~~—(H) Customers of the incubator space shall be seen by appointment only.~~

**LEGEND:**

**Bold Text** – Headers (no text change unless denoted as below)

**~~Bold Strikethrough~~** – Language Removed

**Bold Underline** – Proposed Language

~~—(1)—Incubator uses must have restrooms available for employees and customers/clients.~~

~~—(2)—The use shall be conditionally permitted for no more than four (4) years, at which time it must vacate the space. Sub-lessee shall not assign any lease agreement, or sub-let or grant any use to the premises or any part thereof without the prior written consent of the city. Upon the termination date, the sub-lessee shall be required to vacate the premises.~~

~~—(3)—This subsection shall remain in effect only until January 1, 2023, and as of that date is repealed. Any use, as described by the section, in operation after this date shall be permitted as a non-conforming use, subject to Article 61 of the Zoning Code, and shall be allowed to lawfully continue its operations until the fourth anniversary of the approval of its conditional use permit.~~

## ORDINANCE NO. 2023-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
ESCONDIDO, CALIFORNIA, APPROVING THE BUSINESS  
RECOVERY ORDINANCE MODIFICATIONS THAT AMEND  
VARIOUS ARTICLES OF THE ESCONDIDO ZONING CODE

CASE NO.: PL23-0005

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

## SECTION 1. The City Council makes the following findings:

- a) WHEREAS, on March 4, 2020, California Governor Gavin Newsom proclaimed a State of Emergency to exist in the State of California as a result of the threat of COVID-19; and
- b) WHEREAS, on March 16, 2020, the city manager for the City of Escondido ("City"), acting in his capacity of Director of Emergency Services of the City ("Director"), proclaimed, through Proclamation No. 2020-01, the existence of a local emergency related to COVID-19 within the City; and
- c) WHEREAS, on March 18, 2020, the Escondido City Council adopted Proclamation No. 2020-01, ratifying the declaration of the Director and declaring the existence of an on-going local emergency pursuant to COVID-19; and
- d) WHEREAS, the City of Escondido City Council adopted an emergency business recovery strategy through Ordinance No. 2020-23 under a declaration of local emergency; and
- e) WHEREAS, the business recovery strategy was responsive to business and community needs and temporarily granted relief from certain provisions of the Escondido Municipal Code and Escondido Zoning Code in order to allow compliance with specific public health requirements associated with the pandemic and supported the City's issuance of temporary use permits for business recovery activities; and

f) WHEREAS, Ordinance No. 2020-23 went into effect on October 21, 2020 and remains effective until 30 days after the expiration or termination of the proclamation of local emergency, or until it is modified or revoked by the City Council, whichever is sooner; and

g) WHEREAS, the Governor of the State of California has announced that the COVID-19 State of Emergency will end on February 28, 2023; and

h) WHEREAS, it is anticipated that the proclamation of local emergency pursuant to COVID-19 will be rescinded soon thereafter; and

i) WHEREAS, City staff have conducted a review of the business recovery strategy and provisions of Ordinance No. 2020-23 together with the temporary use permits issued in its support to identify those temporary measures that should be made permanent through amendments to the Escondido Zoning Code; and

j) WHEREAS, Planning Division staff identified the need to amend Articles 26 (Industrial Zones), 39 (Off-Street Parking), 57 (Miscellaneous Use Restrictions), and 66 (Sign Ordinance) of the Escondido Zoning Code; and

k) WHEREAS, the Planning Commission of the City of Escondido, on January 24, 2023, held a public hearing to consider the Zoning Code Amendments and recommended approval (3-1) of certain of City Staff now recommends the items as provided in Exhibit "B"; and

SECTION 2. The City Council of the City of Escondido did hold a duly noticed public hearing on February 15, 2023, as prescribed by law. At said hearing, this City Council received and considered the reports and recommendations of the Planning Commission and City staff, and gave all persons full opportunity to be heard and to present evidence and testimony respecting said matter. Evidence was submitted to and considered by the City Council, including, without limitation:

- a) Written information including plans, studies, written and graphical information, and other material, submitted as part of the Project;
- b) Oral testimony from City staff, interested parties, and the public;
- c) The City Council staff report, dated February 15, 2023, with its attachments as well as City staff's recommendation on the Project, which is incorporated herein as though fully set forth herein;
- d) The Planning Commission's recommendation on the request; and
- e) Additional information submitted during the public hearing.

SECTION 3. Upon consideration of the Findings of Fact/Factors to be considered, attached hereto as Exhibit "A" and incorporated herein by reference as though fully set forth herein, the City Council desires at this time and deems it to be in the best public interest to approve said amendments, attached as Exhibit "B" and hereto and incorporated herein by this reference as though fully set forth herein.

SECTION 4. ENVIRONMENTAL REVIEW. That the proposed Zoning Code Amendments are statutorily or categorically exempt from further review pursuant to the CEQA and the State CEQA Guidelines by the following:

- a) A number of the amendments are not considered to be a Project under CEQA, as defined in section 15378(b)(5), specifically amendments that relate to error correction, formatting changes, and general reference cleans up, and for those amendments no further environmental review is required; and
- b) The amendments that relate to a zone's permitted use table (Article 26) are categorically exempt pursuant to CEQA Guidelines section 15301 (Existing Facilities) as such uses are already permitted in less intensive zones; and

- c) The amendments that relate to a signage (Article 66) and the conversion of existing, required off-street parking to outdoor dining (Article 57) are categorically exempt pursuant to CEQA Guidelines section 15301 (Existing Facilities) as such uses would result in negligible or no expansion of the existing uses.

SECTION 5. SEVERABILITY. If any section, subsection sentence, clause, phrase, or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 6. As of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. The City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation for the City of Escondido.

SECTION 8. The Ordinance shall become effective 30 days from the date of the passage.

## **FACTORS TO BE CONSIDERED / FINDINGS OF FACT**

### **PL23-0005**

#### **Zoning Code Amendment Determinations:**

1. That the public health, safety and welfare will not be adversely affected by the proposed change in that:
  - a. the proposed batch of Zoning Code amendments codify certain measures and provisions enacted on a temporary basis as part of an emergency business recovery strategy adopted through Ordinance No. 2020-23 under a Proclamation of Local Emergency that have been deployed in the community. Codifying these measures and provisions creates options for these interim regulations to become permanent, thereby eliminating uncertainty for business owners who have relied upon the business recovery strategy to modify their business practices and the public who have benefited from the changes. The proposed Zoning Code amendments are consistent with the objectives, policies, general land uses, and programs within the General Plan as they further Goal 2, Policy 2.1 of the Land Use and Community Form chapter that supports updates and revisions to the Zoning Code and Goal 8, Policies 8.3, 8.5, and 8.6 of the Economic Prosperity chapter, goals that support the reuse of underutilized land and measures that strengthen commercial and employment centers. Among other things, the amendments create opportunities to repurpose existing parking spaces and create additional flexibility within existing industrial buildings for accessory uses while providing options for current interim regulations to become permanent, thereby eliminating uncertainty for business owners who have relied upon the business recovery strategy to modify their business practices and the public who have benefited from the changes.
2. That the property involved is suitable for the uses permitted by the proposed Zoning Code amendments in that:
  - a. there is not a project-specific site proposed for the Project. The proposed Zoning Code amendments would go into effect Citywide and would affect all properties subject to the Escondido Municipal Code and their respective land use designation and zoning district, as is appropriate for the Zoning Code amendments.
3. That the uses permitted by the proposed Zoning Code amendments would not be detrimental to surrounding properties in that:

- a. the amendments which affect uses, such as those in Articles 26 (Industrial Zones) and 57 (Miscellaneous Use Restrictions) have been reviewed under prior ordinances adopted by the City of Escondido and reviewed for their consistency with existing uses. Additionally, because the amendments have already been in effect for over two years, there is a demonstrated record that the uses addressed have not been detrimental to surrounding properties.
4. That the proposed Zoning Code amendments are consistent with the adopted general plan in that:
  - a. the Land Use and Community Form chapter states, "Escondido's growth and development patterns are to be managed in a way that does not overwhelm or reduce the quality of community services, safety and protection provided by the city." The proposed Zoning Code amendments are consistent with this statement and will not adversely impact the public health, safety and welfare because those related to Articles 26 (Industrial Zones), 39 (Off-Street Parking), 57 (Miscellaneous Use Restrictions), and 66 (Sign Ordinance). are nominal in nature; and
  - b. the proposed Zoning Code amendments codify measures and provisions enacted on a temporary basis as part of an emergency business recovery strategy adopted through Ordinance No. 2020-23 under a Proclamation of Local Emergency. The proposed Zoning Code amendments are consistent with the objectives, policies, general land uses, and programs within the General Plan as they further Goal 2, Policy 2.1 of the Land Use and Community Form chapter that supports updates and revisions to the Zoning Code and Goal 8, Policies 8.3, 8.5, and 8.6 of the Economic Prosperity chapter, goals that support the reuse of underutilized land and measures that strengthen commercial and employment centers. Among other things, the amendments create opportunities to repurpose existing parking spaces and create additional flexibility within existing industrial buildings for accessory uses while providing options for current interim regulations to become permanent, thereby eliminating uncertainty for business owners who have relied upon the business recovery strategy to modify their business practices and the public who have benefited from the changes.
5. That the relationship of the proposed Zoning Code amendments is applicable to specific plans in that:
  - a. the proposed Project would not conflict with any specific plan as the proposed Zoning Code amendments are consistent with the objectives, policies, general land uses, and programs within the General Plan as they further Goal 2, Policy 2.1 of the Land Use and Community Form chapter that supports updates and revisions to the Zoning Code and Goal 8, Policies 8.3, 8.5, and 8.6 of the Economic Prosperity

chapter, goals that support the reuse of underutilized land and measures that strengthen commercial and employment centers. Among other things, the amendments create opportunities to repurpose existing parking spaces and create additional flexibility within existing industrial buildings for accessory uses while providing options for current interim regulations to become permanent, thereby eliminating uncertainty for business owners who have relied upon the business recovery strategy to modify their business practices and the public who have benefited from the changes.

## **ARTICLE 66. SIGN ORDINANCE**

### **Addition of wayfinding signs adjacent to pick-up and carry-out zones**

#### **Sec. 33-1391. Definitions.**

*The following definition is to be modified to specifically include wayfinding signs adjacent to pick-up and carry-out zones:*

(21) Directional/informational sign means an on-premises sign which contains words such as "entrance," "in," "out," "rest rooms," "no parking", "curbside pickup", "online orders", "reserved for \_\_\_\_," or other similar words, or a sign containing arrows or characters indicating traffic directions used either in conjunction with such words or separately. The sign area shall not be greater than two square feet and the sign not higher than three feet. Signs exceeding this area and/or height may be allowed with approval of a comprehensive sign program, for car-wash, polishing, vacuuming, and detailing uses only. No directional/informational sign shall contain any advertising or trade name information, although minor business identification, not exceeding 20% of the sign area, is allowed for directional purposes. Real estate kiosk and directional signs as defined in section 33-1396(c) and (d) shall not be included in this category.

## **ARTICLE 39. OFF-STREET PARKING**

### **Designation of off-street parking spaces for curbside pick-up, restaurant carry-out zones, and similar purposes**

#### **Sec. 33-764. Adjustments to non-residential parking.**

(e) Carry-out zones. For off-street parking facilities containing at least five existing, striped parking spaces, at least one, but no more than five percent of the total number of parking spaces on the same premises may be reserved for curbside pick-up, restaurant carry-out zones, and/or other drop-off and pick-up related uses and activities. Additional spaces may be allowed through an administrative adjustment process.

## **ARTICLE 57. MISCELLANEOUS USE RESTRICTIONS**

### **Update of outdoor dining provisions to remove obsolete provisions and to permit the conversion of existing parking spaces to off-street outdoor dining**

#### **Sec. 33-1111. Outdoor dining provisions.**

(a) Outdoor dining for legally established restaurants and eating establishments shall be exempt from providing additional parking for an area up to 300 square feet, provided the use conforms with all required parking standards for its indoor dining area, subject to the following conditions and administrative review:

(1) The establishment requesting outdoor dining shall conform to all sections of the Municipal Code. Outdoor dining areas not in compliance with the required provisions of this article operating prior to October 5, 1994, may continue provided: (A) continuous existence; and (B) use of the outdoor dining area can be demonstrated to the satisfaction of the director department and no violations of state, federal or health and safety regulations exist.

(2) All outdoor dining furniture, including tables, chairs, umbrellas and planters, shall be movable. Umbrellas must be secured with a minimum base of not less than 60 pounds. Outdoor heaters, amplified music or speakers shall be reviewed at the time of application.

(3) No signage shall be allowed in the outdoor dining area, except for the name of the establishment on an awning or umbrella valance.

(4) The outdoor dining area may only serve food and beverages prepared or stocked for sale by the adjoining indoor eating establishment, provided that the service of alcoholic beverages solely for on-premises consumption by customers within the area of the outdoor dining area has been licensed by the state authorities to sell such beverages for consumption within the outdoor dining area.

(5) The area in which the outdoor dining area is located shall be delineated from parking spaces, drive aisles, and sidewalks by a barrier consisting of railings, fences, or walls, or a combination of railings, fences, and walls, and planter boxes that are 42 inches in height or less. Acceptable materials include decorative wrought iron, tubular steel, wood, masonry, or other durable material that is suitable for outdoor use on a permanent basis. A clear, transparent material may be used on top of the barrier, not to exceed a total height of five feet. Awnings or umbrellas may be used in conjunction with an outdoor dining area, which may also be covered with a permanent roof or shelter provided all California Building Code requirements are met. Barriers adjacent to parking stalls or drive aisles shall include reflective materials and shall be designed in a manner so as to provide protection to the outdoor dining area.

(6) The outdoor preparation of food and busing facilities are prohibited at outdoor dining areas. The presetting of tables with utensils, glasses, napkins, condiments and the like is

prohibited. All exterior surfaces within the outdoor dining area shall be easily cleanable and shall be kept clean at all time by the permittee. Restrooms for the outdoor dining area shall be provided in the adjoining indoor eating establishment and the outdoor dining seating shall be counted in determining the restroom requirements of the indoor restaurant.

(7) The permittee shall remove all trash and litter as they accumulate. The permittee shall be responsible for maintaining the outdoor dining area, including the floor surface, furniture and adjacent areas in a clean and safe condition.

(8) Hours of operation shall be identical to those of the indoor eating establishment.

(9) No required landscaping shall be eliminated unless replaced on-site.

(10) Outdoor dining shall meet current California Building Code and Americans with Disabilities Act requirements for accessibility.

(b) Outdoor dining for restaurants and eating establishments exceeding 300 square feet shall be subject to the conditions stated in subsection (a) of this section, as well as the following conditions:

(1) The establishment conforms with all required parking standards. Additionally, no required vehicle parking spaces shall be eliminated in order to accommodate the outdoor dining area unless replaced on-site.

(2) Additional parking shall be provided for the area exceeding 300 square feet at a ratio of that required for indoor dining areas. Additional parking shall be provided either on-site or along the street fronting the establishment, or through a joint use or other arrangement deemed appropriate by the city.

(3) Landscaping/buffering shall be incorporated into the outdoor dining area subject to planning division approval which may consist of container plants, permanent landscape areas, garden walls, temporary fencing or other satisfactory measures to delineate the area devoted for outdoor dining.

(c) Conversion of required off-street parking. The conversion of at least two and up to 25% of required off-street parking spaces for the establishment of permanent outdoor dining may be permitted as an administrative adjustment to nonresidential parking subject to the provisions of section 33-764 of this chapter

(d) Design review in accordance with Article 64 of this chapter shall be required for all outdoor dining areas.

ARTICLE 26. Industrial zones

**Modification of floor area restriction for accessory retail use in industrial areas**

**Sec. 33-565. Permitted accessory uses and structures.**

(a) Accessory uses and structures are permitted in the industrial zones, provided they are incidental to and do not substantially alter the character of the permitted principal use or structure. Such permitted accessory uses and structures include, but are not limited to, the following:

**Table 33-565**

**PERMITTED ACCESSORY USES AND STRUCTURES**

Use Title	I-O	M-1	M-2	I-P
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ATM kiosk (drive-in,* drive-through*) (section 33-341)				
Fleet storage* (subject to Article 57)	P	P	P	P
Tow truck operation incidental to repair* (subject to Article 57)		P/C	P/C	
Bus stop shelters**	P	P	P	P
Cafeteria, operated in conjunction with a permitted use for the convenience of persons employed upon the premises	P	P	P	P
Caretakers' or watchperson's dwelling	P	P	P	P
Commercial sales and service uses clearly incidental and secondary to a principal permitted use as provided for in section 33-565(b)	P	P	P	P
Cottage food operations and home occupations as provided for in Article 44	P	P	P	P
Employee recreational facilities and play areas	P	P	P	P
Other accessory uses and buildings customarily appurtenant to a permitted use	P	P	P	P
Reverse vending machines* (Article 33)	P	P	P	P
Satellite dish antennas*	P	P	P	P
Storage buildings incidental to a permitted use	P	P	P	P
Storage of materials used for the construction of a building, including the contractor's temporary office, provided that such use is on the building site or immediately adjacent thereto and provided further, that such use shall be permitted only during the construction period and the 30 days thereafter	P	P	P	P

**Notes:**

\* Subject to special regulations—see section 33-700.

\*\* Subject to special regulations—see section 33-1118.

(b) Sales and service uses incidental and accessory to a principally permitted use may be permitted by the director of community development provided that the following standards are met:

- (1) The operations are contained within the main structure which houses the primary use.

- (2) The use occupies no more than **50%** of the gross building square footage.
- (3) No retail sales or display of merchandise occur(s) outside the structure(s), or outside designated outdoor storage area.
- (4) All products offered for sale on the site are manufactured, warehoused, or assembled on the premises.



# STAFF REPORT

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February 15, 2023  
File Number 0800-10

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## SUBJECT

**NORTHEAST GATEWAY PROJECT - SPECIFIC PLAN AMENDMENT, DEVELOPMENT AGREEMENT, TENTATIVE SUBDIVISION MAP AND GRADING EXEMPTION FOR THE DEVELOPMENT OF 64 SINGLE-FAMILY RESIDENTIAL LOTS - PL22-0145, PL22-0146, PL22-0147 AND PL23-0032**

## 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) Adopt Resolution No. 2023-20 adopting an Addendum to the Northeast Gateway Final Environmental Impact Report (FEIR), Mitigation Monitoring and Reporting Program and making certain Findings of Fact in conformance with the California Environmental Quality Act (CEQA), and approving a Tentative Subdivision Map and Grading Exemption; and
- 2) Introduce Ordinance No. 2023-05 for a Specific Plan Amendment and Development Agreement

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 January 24, 2023, hearing. The Planning Commission discussion primarily focused on the realignment of internal Street "E," the transfer of density from public lands, and request for modified architectural design standards. The Planning Commission staff report is provided as Attachment 1 to this report. Five members of the public (including the Project applicant's representatives) spoke at the hearing. Two people spoke in support of the proposed Project while one adjacent property owner questioned the proposed alignment of Street "E" and routing through the Church property. After deliberation, the Planning Commission voted 4-0 (Commissioners Doan, Speer and Weiler absent) to recommend that the City Council approve the Project as conditioned.

## PROJECT DESCRIPTION

The Project consists of an amendment to the Northeast Gateway Specific Plan, Development Agreement, Tentative Subdivision Map, and Grading Exemption for the development of a 64-lot single-family residential subdivision ("Project"). Lot sizes range from 7,000 square feet up to 14,871 square feet (net lot



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area). The design incorporates 12 open space lots (Lots A – L) totaling 14.66 acres, including a 10.95-acre habitat conservation lot. The project includes a request to modify the alignment of the main internal street (Street “E”) and to revise the setbacks along this street to be consistent with standard R-1 single-family residential setbacks, along with modification to certain architectural design criteria for the future homes. A Development Agreement involves financial compensation to the City in exchange for a density transfer of 20 units from public lands within the Specific Plan Area, as permitted by the Northeast Gateway Specific Plan. A Grading Exemption is requested for cut slopes up to 63 feet in height located towards the northeastern portion of the project. All existing structures on the site would be demolished. A complete project description can be found in the Planning Commission staff report.

### FISCAL ANALYSIS

#### Density Transfer

The Northeast Gateway Specific Plan allots a total maximum yield of 517 dwelling units to properties within its boundary. The total was derived from an analysis of potential units that could be accommodated in the specific plan area based on topography and the General Plan land use designations at the time the Specific Plan was adopted, and includes properties owned by the City which will not be developed with residential uses, including Ryan Park and portions of Daley Ranch. In total, City properties could yield up to 167 dwelling units. In order to accommodate the full quota of development within the specific plan area, the Specific Plan includes a provision allowing a developer to increase the number of units on their project site through a transfer of units from the City’s unused yield, at the discretion of the City Council.

Prior to filing of the formal application, the Applicant worked with the City’s real property manager and City Planner to have a third-party appraisal prepared in order to determine the value of the 20 units worth of excess density that would be transferred into the Project site. The appraisal identified the value of the raw land if the project site were developed with 44 units, compared with the value if it were developed with 64 units. The difference amounted to \$1,548,000, or \$77,400 per unit, which would be paid to the City by the developer at the time of final map recordation.

#### Other Fiscal Impacts

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 pursuant to Section 6-457 of Article 18B of the Escondido Municipal Code and prior Council direction to apply this requirement to projects entitled after May 13, 2020 and the Project has been conditioned accordingly. This can be accomplished through either formation of a CFD, annexation into the Citywide Services Community Facilities District (CFD) No. 2020-01, or establishment



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of another lawful funding mechanism reasonably acceptable to the City (“Public Services Funding Agreement”). Should an applicant desire to utilize the streamlined process available through annexation into CFD No. 2020-01, they would be required to sign a Letter of Intent (“LOI”) to do so, which serves as their authorization to annex.

CFD No. 2020-1, Citywide Services, was formed by the City Council on May 13, 2020. The special tax that will be assessed on properties as a result of the development of new residential units is based upon the Fiscal Impact Analysis (FIA) that was prepared to support the creation of CFD No. 2020-01. The benefit of entering CFD No. 2020-01 is that the annexation process is significantly streamlined, which saves staff time and costs to developers.

Based on direction received from City Council in November 2022, staff is in the process of performing a fiscal impact analysis for the Citywide Services CFD. The applicant is aware of this and as such has chosen to not submit an LOI for annexation into the CFD at this time so as to be able to make a decision based on any changes that may be made to the Citywide Services CFD. The condition of approval grants the applicant the discretion to make the choice to either annex into the Citywide Services CFD or to propose some alternative funding mechanism. Should the developer opt to pursue a funding mechanism other than CFD No. 2020-01, such mechanism, including the assessment rate, would be subject to approval by City Council.

For informational purposes, the Project would fall into Category 1 (less than 5.5 du/ac). The current rate for Category 1 is \$575.19 per unit through the end of this fiscal year (June 30, 2023), subject to annual adjustments which currently are based on the Consumer Price Index or 2%, whichever is greater. The total annual cost for the 64-unit Project would be approximately \$36,812.16.

### LOCATION

The 36.42-acre Project site includes 7 parcels within Planning Area 2 (“PA 2”) of the 418-acre Northeast Gateway Specific Plan. The Project is generally located east of E. Valley Parkway, south of Lake Wohlford Road, north of Beven Drive, addressed as 3425, 3429, 3445, 3485, and 3507 E. Valley Parkway, and 13950 and 13961 Valle Lindo Road (Assessor Parcel Numbers 240-011-01-00, 240-011-12-00, 240-011-13-00, 240-020-23-00, 240-020-32-00, 240-020-33-00, and portions of 240-020-21-00 and 240-020-27-00). The location is depicted in Attachment “1” to the Planning Commission staff report.

### PREVIOUS ACTION

The Northeast Gateway Specific Plan and associated Final Environmental Impact Report (“FEIR”) were adopted by the Escondido City Council in 2004. Several residential projects have since been approved and development within the SPA that includes the 340-lot Eureka Ranch project (TR 839) and 30-lot Eureka Springs project (TR 914), City Ryan Park, and Valley High School. The 78-unit/99 bed Apollo Assisted Living Facility is currently under construction. PA 2 also includes the Community Lutheran Church that was approved in 1991 prior to the adoption of the Northeast Gateway Specific Plan. Two smaller residential



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subdivisions were approved in Planning Area 2 (Tract 933 and Tract 956) that were never developed and the entitlements subsequently expired.

The City Council met in closed session on June 8, 2022 for the purpose of conferring with its negotiator the price and terms of the City's unused density allocation and provided direction and authorization to staff to process the Project with the proposed density transfer. The Development Agreement contains the final terms and conditions of the density transfer.

### ANALYSIS

#### 1. General Plan / Zoning

The City's General Plan land-use designation for the project site is Specific Planning Area (SPA 5), which is implemented through the Northeast Gateway Specific Plan. The Northeast Gateway Specific Plan encompasses 418 acres and contains 5 separate planning areas, consisting of both private and public ownerships. The Project site is in PA 2. The Specific Plan was approved in 2004 in conjunction with the Eureka Ranch development and ensures that future develop within the Specific Plan is consistent. The total projected yield throughout the Specific Plan is 517 dwelling units, with up to 167 of the total units derived, and available for transferred, from publicly owned land to privately owned land within the Specific Plan, subject to City Council approval and Development Agreement. The subject 36.42-acre project site is allocated a total of 44 units based on the Specific Plan slope analysis/yield calculations. The project includes 64 single-family residential lots, inclusive of a requested transfer of 20 City units. To date, the City has transferred 87 units for the Eureka Ranch development and 15 units for the Eureka Springs development (original Hallmark Communities Project), for a total of 102 units transferred. With the proposed transfer of 20 units to the Project, a total of 45 units would remain for potential transfer to other future developments within the SPA. Therefore, the proposed Project is consistent with the General Plan and Northeast Gateway Specific Plan.

#### 2. Tentative Subdivision Map Design and Grading Exemption

The Project includes a range of lot sizes from 7,000 SF to 14,871 SF (net lot area) to conform to the minimum lot size required in the PA 2 area. Primary access to the proposed lots would be from the installation of internal Street "E" (Public Drive "A" shown on the Tentative Map), intersecting Beven Road Drive on the south and Lake Wohlford Road on the north. The project site also fronts onto East Valley Parkway, but access would not be provided from this Major Circulation Element Road. The overall goal for development within Planning Area 2 is to eliminate all curb cuts/access to East Valley Parkway. With the development of this project, all existing driveways accessing E. Valley Parkway would be eliminated except for one existing single-family residence that is not part of this project. The Project does include an access easement to provide this lot with access to internal Street "E" in order for this remaining driveway to be closed at such time the property owner choses to do so. The final design of Street "E" is intended to respect other parcels/owner's access to Street "E" and to avoid future conflicts in order that they may develop their properties.



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Twelve open space lots would be located throughout the Project for a total of 14.66 acres of open space. Open Space Lot “J” is located within the steeper eastern portion of the site and would be placed within an open space/conservation easement to preserve existing native vegetation and any cultural resources that might be present in this area. The existing masonry block wall along the Project’s East Valley Parkway frontage would be removed and replaced with a new decorative masonry block noise attenuation wall, landscape berm with a larger landscape parkway setback and meandering sidewalk in accordance with the Specific Plan design guidelines. In addition, the main entry corner at East Valley Parkway and Beven Drive will include an upgraded landscape entry design feature, signage and fencing to be compatible with other developments in the Specific Plan. The internal Street “E” would be developed with the landscape parkway located adjacent to the curb (vs. sidewalk adjacent to the curb) and landscaped with street trees and ground cover, which would be maintained by the Project homeowner’s association.

A combination of cut and fill with proposed grading exemptions located within the northeastern area of the project site. Cut slopes up to 63 feet in height are proposed along the eastern side of Lots 41, 42 and 43. A Grading Exemption is required for any cut slopes greater than 20 feet in height. These slopes would be located towards the rear of the lots and landscaped in accordance to the City’s Landscape Ordinance and the SPA landscape requirement to provide an appropriate transition from the more ornamental landscape area within the project to the native habitat on the steeper slopes to the east, as well as to provide the necessary fire protection buffers. The cut slopes would not result in any adverse visual impacts or block adjacent views.

### 3. Development Agreement

The General Plan and the Northeast Gateway Specific Plan allow the transfer of residential density (above the base density/yield allowed for the subject parcels) from publicly-owned land within the Specific Plan Area to privately owned property, subject to City Council approval through a Development Agreement. The proposed Development Agreement calls for financial compensation in the amount of \$77,400 per unit (\$1,548,000 total) to the City in exchange for the density transfer of 20 residential units to the site. The Development Agreement also includes a provision to freeze development impact fees at current levels for a term of 5 years.

### 4. Specific Plan Amendment:

#### a. Street “E” Alignment

The applicant is requesting a formal modification to the alignment of Street “E” as shown in the Specific Plan (as detailed in Exhibit “B” to draft City Council Ordinance No. 2023-05) to correspond to the consolidation of the 7 parcels and to facilitate the current project design and previous alignment of future Street “E” off-site to the north through the Community Lutheran Church property.

The northern section of Street “E” and connection to Lake Wohlford Road on the north was set with the approval and development of the Community Lutheran Church in 1991, before the Northeast Gateway Specific Plan was adopted. The current alignment of Street “E” designated through the



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Specific Plan towards the north of the Project site includes a slight jog to the northeast to accommodate potential development of two parcels (not part of this project). However, this alignment is not feasible due to constraints created through the development of the Community Lutheran Church.

When the Community Lutheran Church was developed, the project constructed a driveway from Lake Wohlford Road that provides primary access to the church, but also reserved an Irrevocable Offer of Dedication (IOD) along this driveway for future buildout of the roadway to provide northern access to the Northeast Gateway Planning Area 2. This driveway/roadway easement also was selected in order to line up with Foxley Drive on the north to avoid potential traffic conflicts from offsetting intersections. This future northern access through the Church property was also identified in the Specific Plan Conceptual Circulation Plan included as Attachment 3 to the staff report. The driveway and future roadway area also bisect a cultural resource area and the eastern portion of the church site was placed within an open space easement to restrict future development of this section of the property.

Street “E” has been designed to include two popouts along the church section of the roadway (eastern side) to avoid existing cultural features (milling features) and also another popout mid-block within the project to provide traffic calming. As part of the original church development, a public access trail easement was dedicated along the eastern boundary of the property, as shown on the Specific Plan street alignment.

### b. Setbacks and Architectural Design Criteria

Along with the proposed realignment to internal Street “E,” the applicant also has requested a modification to the minimum required setback of 20 feet for all structures along this street frontage. The applicant has requested this modification to allow setbacks to be consistent with standard R-1 single-family residential setbacks to allow for flexibility in the future design and layout of the homes and driveways. The front setback requirement in the R-1 zone is 15 feet, except that a garage facing the street is required to maintain a 20-foot setback to accommodate driveway parking. Due to the varying lot sizes and configuration along Street “E” and configuration of the lots, the minimum 20’ setback would limit development potential on certain lots. The homeowners’ association would be responsible for maintenance of the parkway landscaping along this street.

The proposed amendment to the Specific Plan includes a modification to certain architectural design requirements for the future homes to include the following:

- Section 3.6.4(A)(1). Reduce the minimum number of single-story homes required from 20 percent to 10 percent. This is requested because a single-story home generally has a much larger footprint than a two-story home and thus would reduce the potential area for future accessory structures on the smaller lots.



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- Section 3.6.4(5). Reduce the requirement to provide front porches and patios to the front of the homes to a minimum of 20 percent of the units. The requirement to provide these front-yard amenities was to encourage residents to engage in the front yards. However, traditional single-family homes on smaller lots generally provide the primary open space and associated recreational amenities in the rear yards. This would allow for the homes to be designed based on changing consumer demand and design preferences and also would allow for the homes to be placed closer to the front-yard setbacks and allow for greater rear-yard space.
- Section 3.6.4(6)(a)(b)(i). This section primarily focuses on the design of garages and to de-emphasize the garage as seen from the street, and to incorporate side-entry garages. This provision requires the design to place the garage further to the middle or the rear of the home requiring additional pavement and impacting the interior design of the home and potential reduction in rear-yard area. The proposed amendment would eliminate the language requiring side-entry garages and deeply recessed garages, detached garages and revised section (b) to allow recessed plane ranging from 1 to 3 feet for 80 percent of the garages. The final design of the homes, garages and orientation would be determined through the post entitlement Staff Design Review process. The use of decorative garages and varying garage colors has been added to off-set the changes to this section.

### ENVIRONMENTAL REVIEW

The City Council certified a Final Program Environmental Impact Report ("FEIR") (City Case No. ER 2001-25 and State Clearinghouse No. 200203115) in 2004 for the Northeast Gateway Specific Plan and Eureka Ranch Tentative Subdivision Map, and adopted a Mitigation Monitoring and Reporting Program ("MMRP"). Section 15164 of the State CEQA Guidelines states that an Addendum to an EIR shall be prepared "if some changes or additions are necessary, but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred." The proposed project is consistent with the certified FEIR. Specifically, none of the conditions defined in Sections 15162 and 15163 of the State CEQA Guidelines that would require preparation of a subsequent or supplemental EIR have been met. As detailed in the Addendum to the FEIR prepared for this project, included as Exhibit "E" to City Council Resolution No. 2023-20, and the project materials, the City finds that, pursuant to Section 15162, no subsequent EIR would be required. Because none of the conditions of Section 15162 of the State CEQA Guidelines occur and as the Addendum and the proposed project satisfy the requirements of Section 15168, an Addendum to the Northeast Gateway Specific Plan FEIR is the appropriate form of environmental documentation required under CEQA for the proposed project.

### CONCLUSION

The Project is consistent with the General Plan and Northeast Gateway Specific Plan, as proposed to be amended, as well as with the development standards approved under Specific Plan and Project details of request. The project as proposed will not have a significant effect on the environment, as designed and conditioned. The Addendum to the Final EIR contains mitigation measures designed to minimize or eliminate possible environmental impacts consistent with the Final EIR. The location, size and design of



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the proposed Project will not be incompatible with, nor will adversely affect or 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 adopt the Addendum to the Final Environmental Impact Report and approve the proposed Project.

### RESOLUTIONS

- A. Resolution No. 2023-20
- B. Resolution No. 2023-20 Exhibit A, B, C, D, E and F

### ORDINANCES

- A. Ordinance No. 2023-05
- B. Ordinance No. 2023-05, Exhibits A, B, C, D and E

### ATTACHMENTS

- A. Attachment 1 – January 24, 2023, Planning Commission staff report
- B. Attachment 2 – Addendum to the Final Environmental Impact Report
- C. Attachment 3 – SPA Modification to the NE Gateway Circulation Plan background documents

## PLANNING COMMISSION

**Agenda Item No.: G.1**  
**Date: January 24, 2023**

**PROJECT NUMBER / NAME:** PL22-0145, PL22-0146, PL22-0147, and PL23-0032 / Northeast Gateway 64

**REQUEST:** Specific Plan Amendment, Development Agreement, Tentative Subdivision Map and Grading Exemption for the development of 64 single-family residential lots. The Specific Plan Amendment is requested for modification to internal street alignment, setbacks along this street and architectural and design requirements. The Development Agreement is requested for the transfer of development rights and purchase of 20 unallocated units from the City of Escondido into the project.

**LOCATION:** The 36.42-acre project site is located east of East Valley Parkway, south of Lake Wohlford Road, and north of Beven Drive, addressed as 3425, 3429, 3445, 3485, and 3507 E. Valley Parkway, and 13950 and 13961 Valle Lindo Road

**APN / APNS:** 240-011-01-00, -240-011-12-00, 240-011-13-00, 240-020-23-00, 240-020-32-00, 240-020-33-00, a portion of 240-020-21-00, and a portion of 240-020-27-00.

**GENERAL PLAN / ZONING:** Specific Plan Area (SPA #5) / Specific Plan (S-P) Northeast Gateway Specific Plan, Planning Area 2 (PA2)

**APPLICANT:** Meridian Development, LLC

**PRIMARY REPRESENTATIVE:**  
Meridian Development (Guy Asaro).

**DISCRETIONARY ACTIONS REQUESTED:** Specific Plan Amendment, Development Agreement, Tentative Subdivision Map and Grading Exemption

**PREVIOUS ACTIONS:** The Northeast Gateway Specific Plan and Final Environmental Impact Report were approved/adopted by the City Council in 2004.

**PROJECT PLANNER:** Jay Paul, Senior Planner

**CEQA RECOMMENDATION:** Adoption of an Addendum to the Final Environmental Impact Report

**STAFF RECOMMENDATION:** Approval

**REQUESTED ACTION:** Approve Planning Commission Resolution No. 2023-02

**CITY COUNCIL HEARING REQUIRED:** ☒ YES ☐ NO

**REPORT APPROVALS:**

☐ Andrew Firestine, Director of Development Services

☒ Adam Finestone, City Planner

Project Name: Northeast Gateway 64  
 Planning Commission Meeting  
 Date: January 24, 2023

## **BACKGROUND:**

The approximately 36.42-acre (gross acres) project site is comprised of 7 parcels and has been previously developed with residential and agricultural structures and uses. Agricultural uses have since been abandoned, but some accessory structures remain. The project site is located in 89-acre Planning Area 2 ("PA 2") within the larger 418-acre Northeast Gateway Specific Plan which includes 5 separate planning areas. The Northeast Gateway Specific Plan and associated Final Environmental Impact Report ("FEIR") were adopted by the Escondido City Council in 2004. Several residential projects have since been approved and development within the SPA includes the 340-lot Eureka Ranch project (TR 839) and 30-lot Eureka Springs project (TR 914), City Ryan Park, and Valley High School. The 78-unit/99 bed Apollo Assisted Living Facility is currently under construction. PA 2 also includes the Community Lutheran Church that was approved in 1990 prior to the adoption of the Northeast Gateway Specific Plan. Two smaller residential subdivisions were approved in Planning Area 2 (Tract 933 and Tract 956) that were never developed and the entitlements subsequently expired.

## **A. SUMMARY OF REQUEST:**

Meridian Development ("Applicant") submitted an application on April 7, 2022 to develop the Project site to include an amendment to the Specific Plan, Development Agreement, Tentative Subdivision Map, and Grading Exemption for the development of a 64-lot single-family residential subdivision with a density of 1.83 dwelling units per acre (net density) ("Project"). Lot sizes range from 7,000 square feet up to 14,871 square feet. The design also includes 12 open space lots (Lots A – L) totaling 14.66 acres, including a 10.95-acre habitat conservation lot. The project includes a request to modify the alignment of the main internal street (Street "E") and to revise the setbacks along this street to be consistent with standard R-1 single-family residential setbacks, along with modification to certain architectural design criteria for the future homes. A Development Agreement involves financial compensation to the City in exchange for a density transfer of 20 single-family units from public lands within the Specific Plan Area, as permitted by the Northeast Gateway Specific Plan. A Grading Exemption is requested for cut slopes up to 63 feet in height located towards the northeastern portion of the project. All existing structures on the site would be demolished. Project plans are included as Exhibit "I" to draft Planning Commission Resolution No. 2023-02, which itself is included with this report as Attachment 3.

## **B. SUPPLEMENTAL DETAILS OF REQUEST:**

- |                           |  |
|---------------------------|--|
| 1. Property Size:         | 36.42 acre (gross)<br>34.96 acre (net) 1.58-acre right-of-way dedication   |
| 2. Number of Lots:        | 64 single-family residential lots and 12 open space lots (A – L)<br>Open Space Lot J is a proposed conservation easement lot |
| 3. Density/Lots Permitted | 44 lots permitted per Specific Plan Slope Analysis Yield<br>1.74 du/ac gross density<br>1.83 du/ac net density               |

Project Name: Northeast Gateway 64  
 Planning Commission Meeting  
 Date: January 24, 2023

4. Density Transfer	20 units/lots requested for transfer rights from the City	
	<u>PA 2 Requirement:</u>	<u>Provided:</u>
5. Lot Sizes:	Min. 7,000 SF to 10,000 SF depending on location, adjacent to Valley Pkwy.	Range from 7,000 SF to 14,871 SF(gross lot area)
:	and/or open space	
6. Setbacks	20' min. along Internal Street "E" SPA requirements based on lot size	R-1 zoning standards for all lots along Street "E" SPA requirements for all other lots based on lot size
7. Open Space	Eastern steeper slopes to be preserved as natural open space per Specific Plan	14.66 acres open space, 12 lots (A – L) 10.95-acre conservation easement open space lot "J"
8. Grading/Exemptions	SPA guidelines	Anticipated 76,000 cy cut and 76,000 cy fill Grading Exemptions for cut slopes up to 63' within N/E area adjacent to lots 41, 43 and 43

### C. PROJECT ANALYSIS:

#### 1. General Plan Conformance:

The City's General Plan land-use designation for the project site is Specific Planning Area (SPA 5), which is implemented through the Northeast Gateway Specific Plan. The Northeast Gateway Specific Plan encompasses 418 acres and contains 5 separate planning areas, consisting of both private and public ownerships. The Project site is in PA 2. The Specific Plan was approved in 2004 in conjunction with the Eureka Ranch development and ensures that future develop within the Specific Plan is consistent. The total projected yield throughout the Specific Plan is 517 dwelling units, with up to 167 of the total units derived, and available for transferred, from publicly owned land to privately owned land within the Specific Plan, subject to City Council approval. The subject 36.42-acre project site is allocated a total of 44 units based on the Specific Plan slope analysis/yield calculations. The project includes 64 single-family residential lots, inclusive of a requested transfer of 20 City units. To date, the City has transferred 87 units for the Eureka Ranch development and 15 units from the Eureka Springs development (formally Hallmark Communities), for a total of 102 units transferred. With the proposed transfer of 20 units to the Project, a total of 45 units would remain for potential future transfer to other developments within the SPA. Therefore, the proposed Project is consistent with the General Plan and Northeast Gateway Specific Plan.

Project Name: Northeast Gateway 64  
Planning Commission Meeting  
Date: January 24, 2023

## 2. Site Design:

### a) Project Access and Circulation:

Primary access to the proposed lots would be from the installation of internal Street "E" (Public Drive "A" shown on the Tentative Map), intersecting Beven Drive on the south and Lake Wohlford Road on the north. The project site also fronts onto East Valley Parkway, but access would not be provided from this Major Circulation Element Road. The overall goal for development within Planning Area 2 is to eliminate all curb cuts/access to East Valley Parkway. With the development of this project, all existing driveways accessing E. Valley Parkway would be eliminated except for one existing single-family residence that is not part of this project. The Project does include an access easement to provide this lot with access to internal Street "E" in order for this remaining driveway to be closed at such time the property owner chooses to do so. The final design of Street "E" is intended to respect other parcels/owner's access to Street "E" and to avoid future conflicts in order that they may develop their properties. The proposed design would provide access to parcels that currently have primary access/easements to East Valley Parkway, but would take access from internal Street "E" upon its completion.

### b) Specific Plan Amendment – Street "E" Alignment

The applicant is requesting a formal modification to the alignment of Street "E" as shown in the Specific Plan (as detailed in Exhibit "E" to draft Planning Commission Resolution No. 2023-02) to correspond to the consolidation of the 7 parcels and to facilitate the current project design and previous alignment of future Street "E" off-site to the north through the Community Lutheran Church property. The current alignment of Street "E" towards the north of the Project site includes a slight jog to the northeast to accommodate potential development of two parcels (not part of this project). However, this alignment is not feasible as the future alignment of Street "E" and its intersection with Lake Wohlford Road on the north was set with the approval and development of the Community Lutheran Church in 1990, before the Northeast Gateway Specific Plan was adopted. When the Community Lutheran Church was developed, the project constructed a driveway from Lake Wohlford Road that provides primary access to the church, but also reserved an Irrevocable Offer of Dedication (IOD) along this driveway for future buildout of the roadway to provide northern access to the Northeast Gateway Planning Area 2. This driveway/roadway easement also was selected in order to line up with Foxley Drive on the north to avoid potential traffic conflicts from offsetting intersections. The driveway and future roadway area also bisect a cultural resource area and the eastern portion of the church site was placed within an open space easement to restrict future development of this section of the property. Street "E" has been designed to include two popouts along the church section of the roadway to avoid existing cultural features (milling features) and also another popout mid-block to provide traffic calming. As part of the original church

development, a public access trail easement was dedicated along the eastern boundary of the property, as shown on the Specific Plan street alignment.

c) Specific Plan Amendment – Setbacks and Architectural Design Criteria

Along with the proposed realignment to internal Street "E," the applicant also has requested a modification to the minimum required setback of 20 feet for all structures along this street frontage. The applicant has requested this modification to allow setbacks to be consistent with standard R-1 single-family residential setbacks to allow for flexibility in the future design and layout of the homes and driveways. (The front setback requirement in the R-1 zone is 15 feet, except that a garage facing the street is required to maintain a 20-foot setback to accommodate driveway parking.) Due to the varying lot sizes and configuration along Street "E" and configuration of the lots, the minimum 20' setback would limit development potential on certain lots. The homeowners' association would be responsible for maintenance of the parkway landscaping along this street.

The proposed amendment to the Specific Plan includes a modification to certain architectural design requirements for the future homes to include the following:

- Section 3.6.4(A)(1). Reduce the minimum number of single-story homes required from 20 percent to 10 percent. This is requested because a single-story home generally has a much larger footprint than a two-story home and thus would reduce the potential area for future accessory structures on the smaller lots.
- Section 3.6.4(5). Reduce the requirement to provide front porches and patios to the front of the homes to a minimum of 20 percent of the units. The requirement to provide these front-yard amenities was to encourage residents to engage in the front yards. However, traditional single-family homes on smaller lots generally provide the primary open space and associated recreational amenities in the rear yards. This would allow for the homes to be designed based on changing consumer demand and design preferences and also would allow for the homes to be placed closer to the front-yard setbacks and allow for greater rear-yard space.
- Section 3.6.4(A)(6) and 3.6.4(A)(6)(b)(i). This section primarily focuses on the design of garages and to de-emphasize the garage as seen from the street, and to incorporate side-entry garages. This provision requires the design to place the garage further to the middle or the rear of the home requiring additional pavement and impacting the interior design of the home and potential reduction in rear-yard area. The proposed amendment would eliminate the language requiring side-entry garages and deeply recessed garages, detached garages and revised section (b) to allow recessed plane ranging from 1 to 3 feet for 80 percent of the garages. The final design of the homes, garages and orientation would be determined through the post entitlement Staff Design Review process. The use of decorative garages and varying garage colors has been added to off-set the changes to this section.

d) Open Space and Landscaping:

The Project includes 12 open space lots for a total of 14.66 acre of open space. Open Space Lot "J" is located within the steeper eastern portion of the site and would be placed within an open space/conservation easement to preserve existing native vegetation and any cultural resources that might be present in this area. The existing masonry block wall along the Project's East Valley Parkway frontage would be removed and replaced with a new decorative masonry block noise attenuation wall, landscape berm with a larger landscape parkway setback and meandering sidewalk in accordance with the Specific Plan design guidelines. In addition, the main entry corner at East Valley Parkway and Beven Drive will include an upgraded landscape entry design feature, signage and fencing to be compatible with other developments in the Specific Plan. The internal Street "E" would be developed with the landscape parkway located adjacent to the curb (vs. sidewalk adjacent to the curb) and landscaped with street trees and ground cover, which would be maintained by the Project homeowner's association.

e) Grading Design

The project includes a combination of cut and fill with proposed grading exemptions located within the northeastern area of the project site. Cut slopes up to 63 feet in height are proposed along the eastern side of Lots 41, 42 and 43. A Grading Exemption is required for any cut slopes greater than 20 feet in height. These slopes would be located towards the rear of the lots and landscaped in accordance to the City's Landscape Ordinance and the SPA landscape requirement to provide an appropriate transition from the more ornamental landscape area within the project to the native habitat on the steeper slopes to the east, as well as to provide the necessary fire protection buffers. The cut slopes would not result in any adverse visual impacts or block adjacent views.

**D. FISCAL ANALYSIS:**

Consistent with the General Plan, the Specific Plan allow the transfer of residential density from publicly-owned land within the Specific Plan Area to privately owned property, subject to City Council approval through a Development Agreement. The proposed Development Agreement calls for financial compensation in the amount of \$77,400 per unit (\$1,548,000 total) to the City in exchange for the density transfer of 20 residential units to the site. The Development Agreement also includes a provision to freeze development impact fees at current levels for a term of 5 years.

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.

Project Name: Northeast Gateway 64  
 Planning Commission Meeting  
 Date: January 24, 2023

Community Facilities District ("CFD") No. 2020-1, Citywide Services, was formed by the City Council on May 13, 2020. The special tax that will be assessed on properties as a result of the development of new residential units is based upon the Fiscal Impact Analysis (FIA) that was prepared to support the creation of CFD No. 2020-01. Developers to whom these residential project entitlements are assigned are responsible to establish a funding mechanism to provide a source of funds for the on-going municipal services required for the project. The benefit of entering CFD No. 2020-01 is that the annexation process is significantly streamlined, which saves staff time and costs to developers.

At the time of this writing, an applicant is required to fully offset potential impacts to the General Fund created by their project and the Project has been conditioned accordingly. (It should be noted that the City Council has directed staff to look at the current policy and bring back recommendations that may modify this requirement.) This can be accomplished through either formation of a CFD, annexation into CFD No. 2020-01, or establishment of another lawful funding mechanism reasonably acceptable to the City ("Public Services Funding Agreement"). Should an applicant desire to utilize the streamlined process available through annexation into CFD No. 2020-01, they would be required to sign a Letter of Intent ("LOI") to do so, which serves as their authorization to annex.

If the future developer opts to annex into CFD No. 2020-01, the Project would fall into Category 1 (less than 5.5 du/ac). The current rate for Category 1 is \$575.19 per unit through the end of this fiscal year (June 30, 2023), subject to annual adjustments which currently are based on the Consumer Price Index or 2%, whichever is greater. The total annual cost for the 64-unit Project would be approximately \$36,812.16. If annexation into CFD No. 2020-01 is the way by which the developer opts to provide the ongoing funding source, the housing units would be included in the annexation. Should the developer opt to pursue a funding mechanism other than CFD No. 2020-01, such mechanism, including the assessment rate, would be subject to approval by City Council.

#### **E. ENVIRONMENTAL STATUS:**

The City Council certified a Final Program Environmental Impact Report ("FEIR") (City Case No. ER 2001-25 and State Clearinghouse No. 200203115) in 2004 for the Northeast Gateway Specific Plan and Eureka Ranch Tentative Subdivision Map, and adopted a Mitigation Monitoring and Reporting Program ("MMRP"). Section 15164 of the State CEQA Guidelines states that an Addendum to an EIR shall be prepared "if some changes or additions are necessary, but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred." The proposed project is consistent with the certified FEIR. Specifically, none of the conditions defined in Sections 15162 and 15163 of the State CEQA Guidelines that would require preparation of a subsequent or supplemental EIR have been met. As detailed in the Addendum to the FEIR prepared for this project, included as Exhibit "B" to Draft Planning Commission Resolution No. 2023-02, and the project materials, the City finds that, pursuant to Section 15162, no subsequent EIR would be required. Because none of the conditions of Section 15162 of the State CEQA Guidelines occur and as the Addendum and the proposed project satisfy the requirements of Section 15168, an Addendum to the Northeast Gateway Specific Plan FEIR is the appropriate form of environmental documentation required under CEQA for the proposed project.

Project Name: Northeast Gateway 64  
Planning Commission Meeting  
Date: January 24, 2023

As part of the environmental review process, Planning staff issued consultation invitations to a list of tribal groups maintained by the California Native American Heritage Commission, as required by Senate Bill 18 ("SB18") for all projects involving an amendment to the General Plan or a Specific Plan. Additionally, staff issued separate consultation invitations to a small subset of tribal groups, as required by Assembly Bill 52 ("AB52") for all projects subject to the California Environmental Quality Act. A total of two tribal groups (Rincon Band of Luiseno Indians and San Luis Rey Band of Mission Indians) requested formal consultation pursuant to SB18 and/or AB52. Consultation activities with these 2 tribal groups took the form of virtual meetings, emails/letters phone calls with City staff, and on-site ground surveys with the project applicant and environmental consultants. During consultation activities, tribal representatives were given the opportunity to review the project plans, technical studies, ask questions, and discuss mitigation measures to address potential impacts to historic, cultural and tribal cultural resources. Their recommendations regarding the inclusion of mitigation measures to address inadvertent discoveries of tribal cultural resources and an existing milling feature during grading/construction operations have been incorporate into the Addendum, conditions of approval and Mitigation Monitoring and Reporting Program (MMRP), which includes Native American monitor(s) during ground-disturbing activities.

#### **F. PUBLIC INPUT:**

Staff has not received any written correspondence from the public regarding the project. Staff met with one property owner located north of the project site regarding the proposed amendment to the internal roadway alignment and how it would affect future development of his property. The project applicant also has met with a majority of the owners within PA2 to discuss the project design and proposed improvements.

#### **G. CONCLUSION AND RECOMMENDATION:**

The Planning Commission is the authorized decision-making body for granting discretionary approval of a Tentative Subdivision Map, inclusive of a grading exemption, and the City Council is the authorized body for granting approval of a Specific Plan Amendment and Development Agreement. When one concurrent application is filed for all of these approval types, the full project is brought to Planning Commission first for a recommendation on approval or denial, and is then brought to City Council for a final decision. The proposed Project is consistent with the Northeast Gateway Specific Plan, as proposed to be amended. The Project as proposed will not have a significant effect on the environment, as designed and conditioned. The EIR Addendum contains mitigation measures designed to minimize or eliminate possible significant environmental effects. The location, size, design, and operating characteristics of the proposed project will not be incompatible with, adversely affect, nor will be materially detrimental to adjacent land uses. The site is suitable for the type and intensity of use or development which is proposed. Staff recommends that the Planning Commission recommend approval of the Project based upon the factors/findings, conditions and mitigation measures as described in this staff report and as detailed in Exhibits "A" through "I" to Draft Planning Commission Resolution No. 2023-02.

Project Name: Northeast Gateway 64  
Planning Commission Meeting  
Date: January 24, 2023

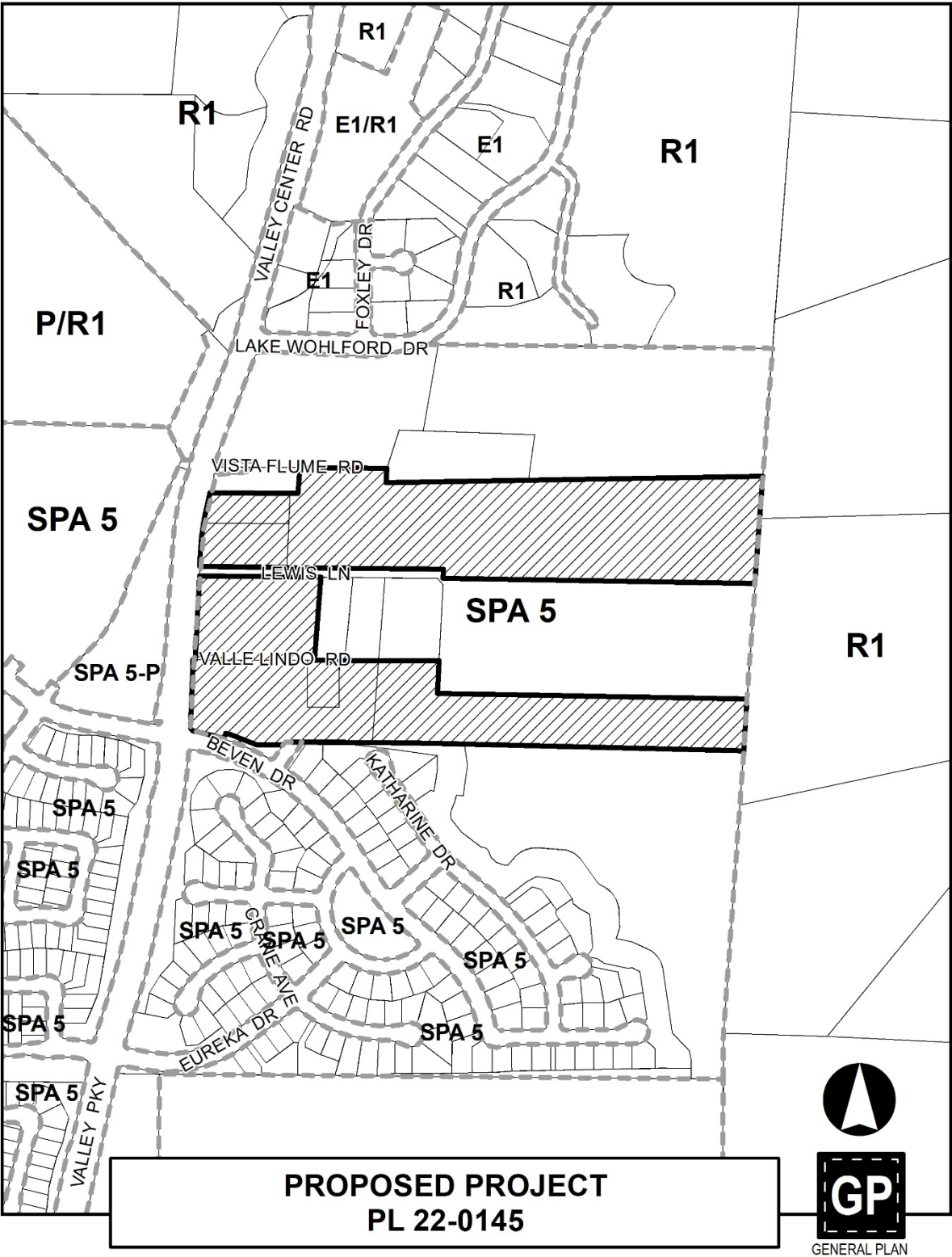
Item 11.

**ATTACHMENTS:**

1. Location and General Plan Map
2. ~~Planning Commission Resolution No. 2023-02, with Exhibits "A" through "I"~~

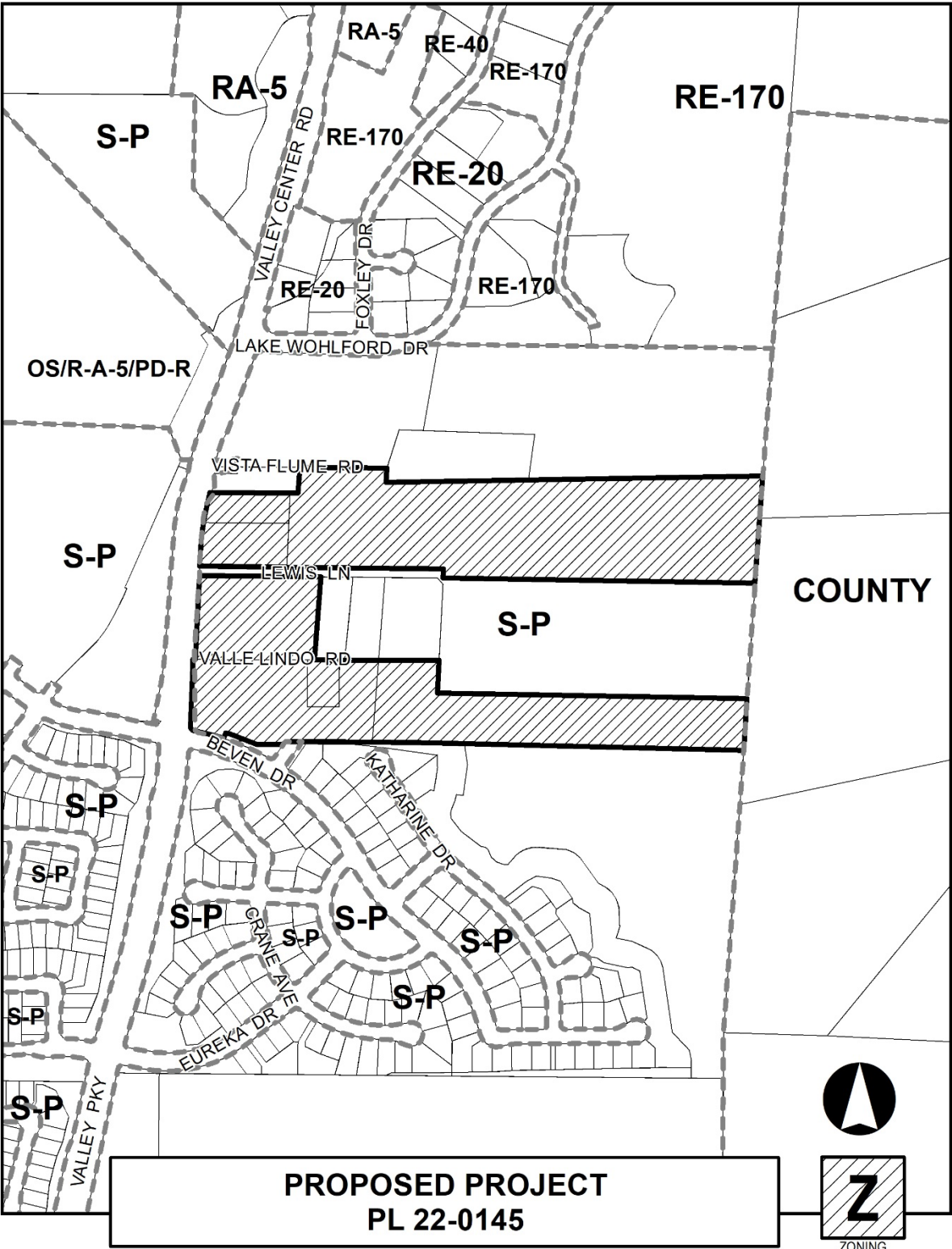
Attachment 1





Project Name: Northeast Gateway 64  
Planning Commission Meeting  
Date: January 24, 2023

Item 11.



## ATTACHMENT 2

### Final Environmental Impact Report and Addendum

Due to the number of pages of Attachment 2,” the following link has been provided to review the documents electronically on the City’s web site:

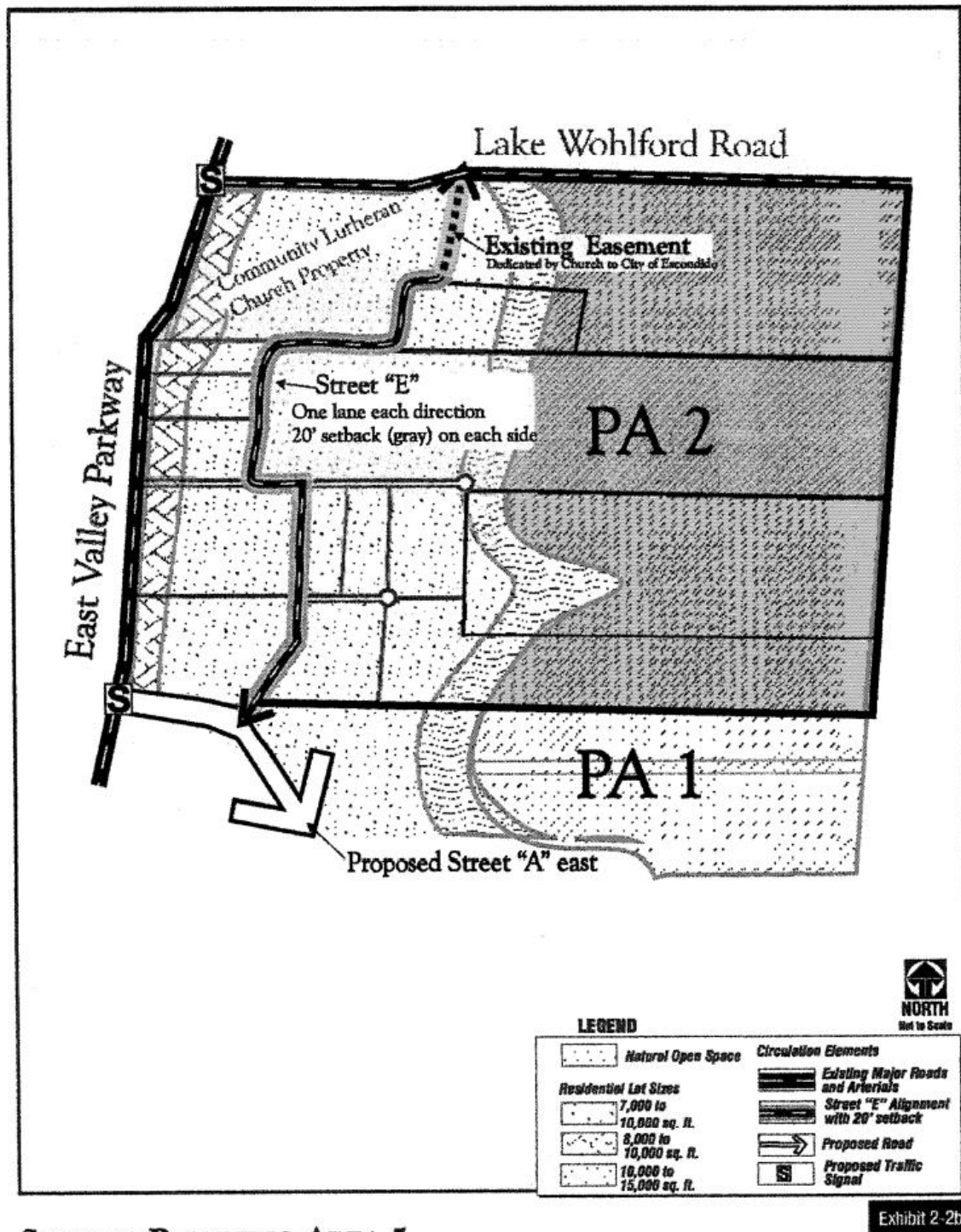
<https://www.escondido.org/northeast-gateway-project>

The link includes the following:

Final Environmental Impact Report for the Northeast Gateway Specific Plan (ER 2001-25)  
Addendum to the FEIR

This Exhibit(2-2b) illustrates the current conceptual roadway alignment for Internal Street "E" shown in the NE Gateway Specific Plan

Item11.



# **SPECIFIC PLANNING AREA 5 – NORTHEAST GATEWAY**

ESCONDIDO, CA

## **REVISED STREET "E" ALIGNMENT**

Revised 05/23/07  
Reso. 2007-83

JACK HENTHORN & ASSOCIATES

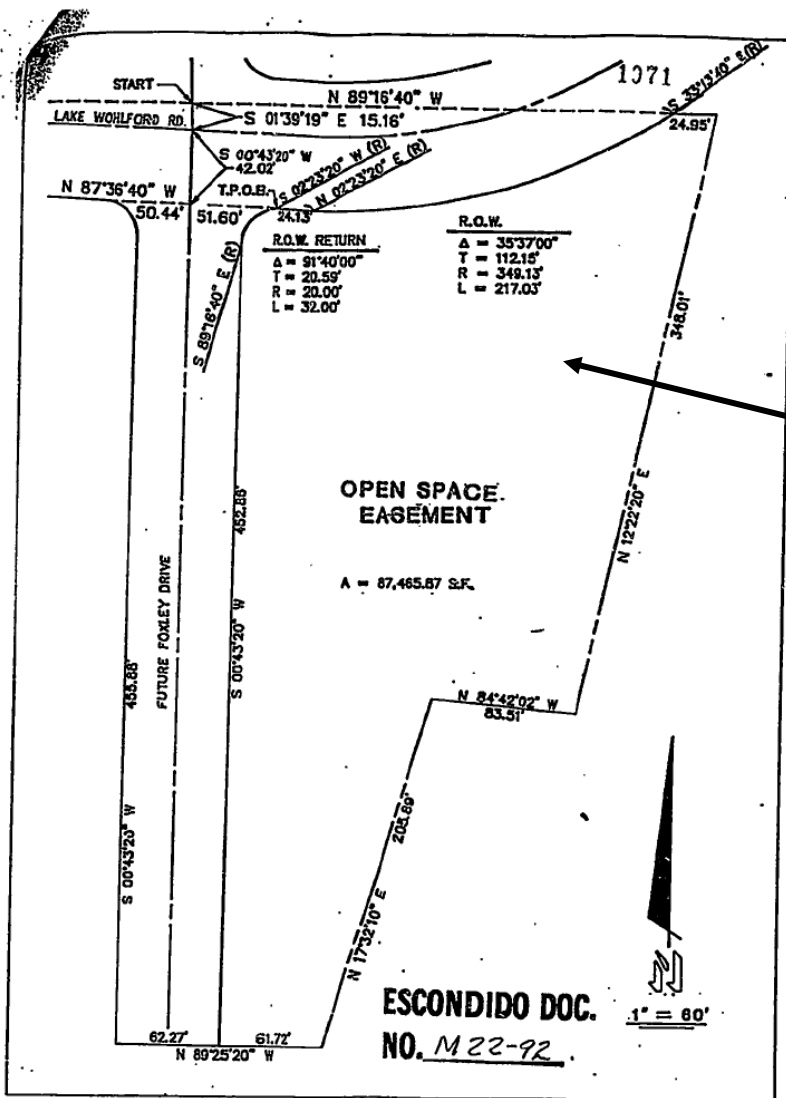
## ATTACHMENT 3

The following are current sections from the Northeast Gateway Specific Plan related to the Circulation Element and Conceptual Circulation Plan (exhibits) for Internal Street "E" through Planning Area 2 (PA2).

### Section 2 -Circulation

#### Section 2.3.3(4) (page 2-15) Conceptual Circulation Plan - Secondary Local Streets

Street E – Following the ultimate completion of the East Valley Parkway widening project between 2025 and 2020, the existing private easement accesses from East Valley Parkway to the residential areas of PA 2 will be closed in order to promote public safety by preventing turning movements across the six-lane road. Street "E" is proposed to provide access through PA 2 from Lake Wohlford Road to East Valley Parkway. The existing access easement on the eastern side of the Community Lutheran Church property and an intersection with Street "A" east will provide the linkages to external circulation.



Current SPA Circulation Language regarding use of existing Church access for Internal Street "E"

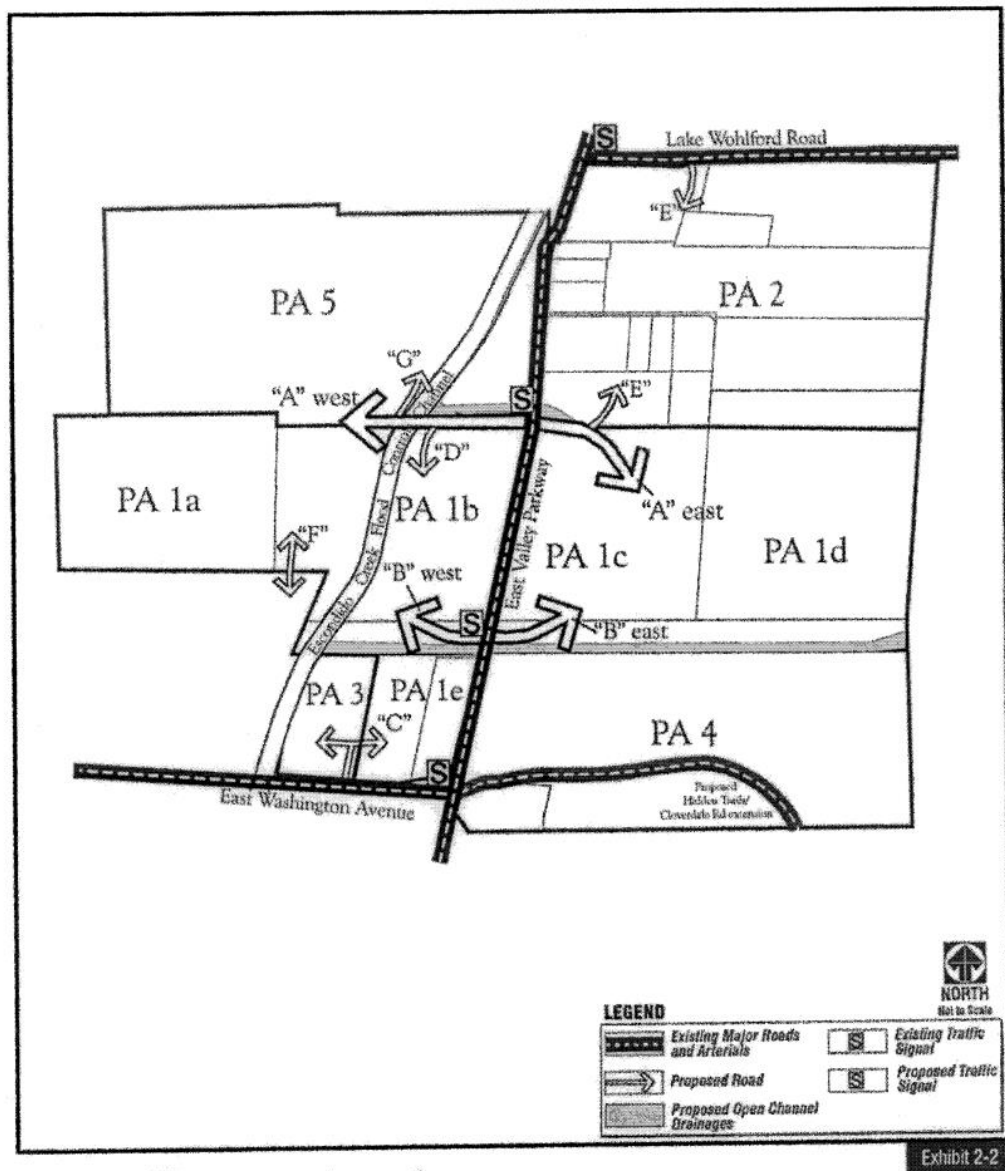
Existing Church open space easement and access driveway through the Church site and future alignment with Foxley Drive on the north side of Lake Wohlford Road.

EXHIBIT "A"

Exhibit 2-2 illustrates the proposed alignment of Street "E" through Planning Area 2, with the northern access through the Community Lutheran Church Property. As described in section 2.2.1, Street "E" will consist of two 12-foot travel lanes and a 20-foot setback on each side of the right of way.

Current language form Street "E" in the Specific Plan as follows:

The alignment of Street "E" as illustrated follows the existing property lines within PA 2, providing access to each individual property. All future development proposals within PA 2 will be evaluated on their compliance with City regulations, Specific Plan standards, and the preservation of Street "E" access for all properties within Planning Area 2. Any proposed realignment of Street "E" must be processed as either an administrative or formal amendment to the Specific Plan, depending on the consensus of the existing ownerships within the Planning Area. A more complete description of the Street "E" realignment process criteria is found in section 2.2.1.



SPECIFIC PLANNING AREA 5 –  
NORTHEAST GATEWAY  
ESCONDIDO, CA

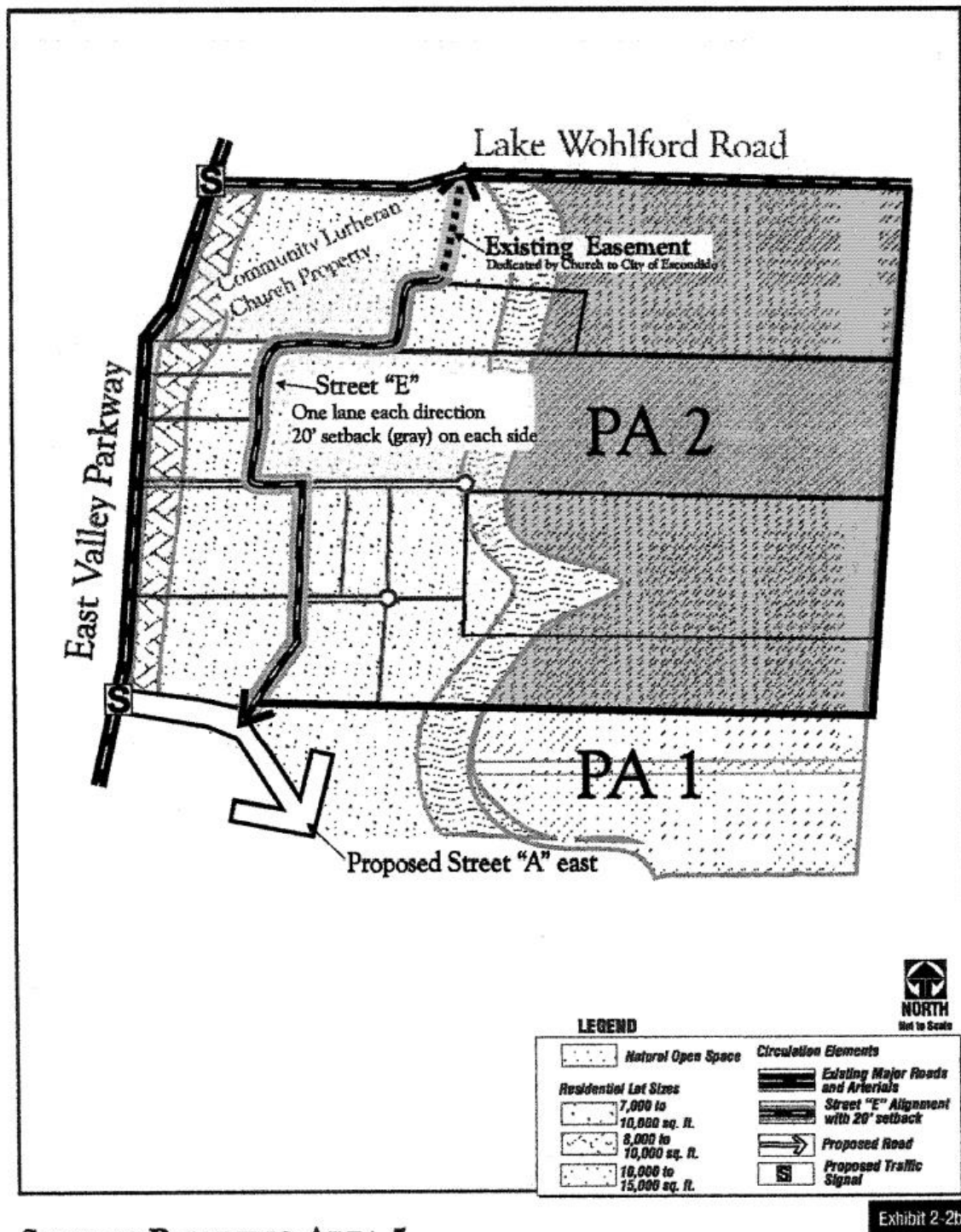
CONCEPTUAL CIRCULATION PLAN

JACK HENTHORN & ASSOCIATES

Exhibit 2-2

This Exhibit(2-2b) illustrates the current conceptual roadway alignment for Internal Street "E" shown in the NE Gateway Specific Plan

Item11.



## RESOLUTION NO. 2023-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
 ESCONDIDO, CALIFORNIA, APPROVING A TENTATIVE  
 SUBDIVISION MAP, GRADING EXEMPTION AND  
 ADOPTION OF AN ADDENDUM TO THE NORTHEAST  
 GATEWAY FINAL ENVIRONMENTAL IMPACT REPORT FOR  
 THE 64-LOT NORTHEAST GATEWAY PROJECT

WHEREAS, Meridian Communities, LLC (“Applicant”) filed a land use development application (Planning Case Nos. PL22-0145, PL22-0146, PL22-0147 and PL23-0032) constituting a request for an Amendment to the Northeast Gateway Specific Plan (Planning Area 2 internal road “E” realignment, setbacks along road “E,” and architectural design standards); Development Agreement for the transfer and purchase of 20 units from the City of Escondido’s density allocation; Tentative Subdivision Map for 64 single-family residential lots, and Grading Exemption for cut slopes in excess of 20 feet in height (“Project”), on approximately 36.42 acres generally located east of East Valley Parkway, south of Lake Wohlford Road, north of Beven Drive, addressed at 3425, 3429, 3445, 3485, and 3507 E. Valley Parkway, and 13950 and 13961 Valle Lindo Road (Assessor’s Parcel Numbers 240-011-01-00, -240-011-12-00, 240-011-13-00, 240-020-23-00, 240-020-32-00, 240-020-33-00, a portion of 240-020-21-00 and a portion of 240-020-27-00); 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, single-family residential development and the transfer of units is permitted within the Northeast Gateway Specific Plan Planning Area 2, subject to the approval of the proposed Development Agreement and Tentative Subdivision Map, in accordance with Chapter 32 of the Escondido Municipal Code and Development Agreements in accordance with Article 58 of the Escondido Zoning Code; and

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

WHEREAS, a Final Environmental Impact Report, and Mitigation Monitoring and Reporting Program were certified for the Northeast Gateway Specific Plan; and

WHEREAS, an Addendum to the Final Environmental Impact Report was prepared for the Project in conformance with the California Environmental Quality Act ("CEQA"); 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 January 24, 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. 2023-02, 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 February 15, 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) Written information including plans, studies, written and graphical information, and other material, submitted by the Applicant;
- b) Oral testimony from City staff, interested parties, and the public;
- c) The City Council staff report, dated February 15, 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 Addendum to the Final Environmental Impact Report prepared for the Project in conformance with CEQA, the staff report dated February 15, 2023, and testimony given at the public hearing, and makes the determinative Findings of Fact/Factors to be Considered contained in Exhibit "C" hereto and incorporated by this reference. The Addendum to the Final Environmental Impact Report adequately address all environmental issues associated with the Project, and the Project would not result in any significant impacts to the environmental. The Mitigation Monitoring and Reporting Program address mitigation for potential

project-related impacts and the report will sufficiently mitigate and assign on-going responsibility for carrying out mitigation responsibilities which are appropriate to address and mitigate project-related impacts.

3. That the Findings of Fact/Factors to be Considered 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 and adopts the Addendum to the Final Environmental Impact Report set forth in Exhibit "E" and Mitigation Monitoring and Reporting Program set forth in Exhibit "F" and incorporated by this reference. The City Council expressly declares that it would not have made this decision except upon and subject to each and all of said conditions, each and all of which shall run with the land and be binding upon the Applicant, the owner, and all subsequent owners of the Property, and all persons who use the Property for the 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 Tentative Subdivision Map and Grading Exemption as depicted in Exhibit "B."

5. That this Tentative Subdivision Map and associated Master and Precise Development Plan shall be null and void unless a Final Map conforming to the Tentative Subdivision Map and all required conditions, is filed within the term set forth in the Development Agreement, or unless an Extension of Time is granted pursuant to section 66452.6 of the California Government Code and Chapter 32 (Subdivisions) of the Escondido Municipal Code.

6. That concurrently with this Resolution, the City Council is taking a number of actions in furtherance of the Project, as generally described by the February 15, 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 Resolution shall become effective and operative on the day immediately subsequent to the date that Ordinance No. 2023-05 becomes effective.

9. That the City Clerk of the City of Escondido is hereby authorized and directed to file a certified copy of this resolution with the applicable fees required by Section 54902.5 of the California Government Code to the executive officer of the Local Agency Formation Commission of San Diego County.

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 Section 66020.

## EXHIBIT "A"

### Legal Description Resolution No. 2023-20 (Northeast Gateway Residential 64 Project)

REAL PROPERTY IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

TRACT 1: (APN: 240-020-32-00 (PARCEL 1) AND 240-020-33-00 (PARCEL 2))

PARCELS 1 AND 2 OF PARCEL MAP NO. 21821, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY ON DECEMBER 9, 2020, AS FILE NO. 2020-7000412.

TRACT 2: (APN: 240-020-23-00)

PARCEL 1 IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN ON PAGE 10815 OF PARCEL MAPS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 18, 1980, AS FILE NO. 80-426264.

TRACT 3:

PARCEL 1: (APN: 240-011-01-00)

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 6 AS SAID QUARTER CORNER WAS ESTABLISHED BY DECREE OF THE SUPERIOR COURT OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, IN CASE NO. 96071, RECORDED AUGUST 30, 1940 AS DOCUMENT NO. 43581 IN BOOK 1069, PAGE 81 OF OFFICIAL RECORDS; THENCE SOUTH 73°36' EAST 235.62 FEET; MORE OR LESS TO THE NORTHEASTERLY CORNER OF THE LAND OF JAMES B. DIXON AS DESCRIBED IN AMENDED DECREE OF THE SUPERIOR COURT IN SAID CASE NO. 96071 RECORDED OCTOBER 2, 1940 AS DOCUMENT NO. 51323 IN BOOK 1074, PAGE 432 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID DIXON LAND SOUTH 3°46'52" WEST, 187.23 FEET; THENCE SOUTH 89°25'20" EAST 800.65 FEET; THENCE SOUTH 17°32'10" WEST 27.00 FEET; THENCE SOUTH 89°19'20" EAST TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6, THENCE ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER SOUTH 3°47'05" WEST TO THE NORTHERLY LINE OF THAT TRACT OF LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899 IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG SAID NORTHERLY LINE OF WOHLFORD'S LAND NORTH 89°17'30" WEST 1315.67 FEET (RECORD WEST 1320 FEET) TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER NORTH 3°45' EAST 15.64 FEET, MORE OR LESS TO THE NORTHERLY LINE OF THE LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899 IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG THE NORTHERLY LINE OF SAID LAND NORTH 89°44'30" WEST 1085.33 FEET MORE OR LESS (RECORD WEST 1104.50 FEET) TO THE NORTHWESTERLY CORNER OF SAID LAND BEING ALSO THE TRUE POINT OF BEGINNING; THENCE RETRACING SAID NORTHERLY LINE SOUTH 89°44'30" EAST 382.77 FEET; THENCE NORTH 4°08' EAST PARALLEL WITH THE CENTER LINE OF THE COUNTY HIGHWAY COMMISSION ROUTE 19, DIVISION NO. 1, A DISTANCE OF 194.20 FEET; THENCE NORTH 89°44'30" WEST 382.77 FEET MORE OR LESS TO A POINT IN THE WESTERLY LINE OF THE LAND DESCRIBED IN DEED TO LOUIS BERGER ET UX, RECORDED APRIL 14, 1955 IN BOOK 5604, PAGE 285 OF OFFICIAL RECORDS; THENCE SOUTHERLY ALONG SAID WESTERLY LINE 194.20 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE SOUTHERLY 10 FEET THEREOF.

PARCEL 2:

AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR ROAD PURPOSES OVER THE SOUTHERLY 10 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 6 AS SAID QUARTER CORNER WAS ESTABLISHED BY DECREE OF THE SUPERIOR COURT OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, IN CASE NO. 96071, RECORDED AUGUST 30, 1940 AS DOCUMENT NO. 43581 IN BOOK 1069, PAGE 81 OF OFFICIAL RECORDS; THENCE SOUTH 73°36' EAST 235.62 FEET, MORE OR LESS, TO THE NORTHEASTERLY CORNER OF THE LAND OF JAMES B. DIXON AS DESCRIBED IN AMENDED DECREE OF THE SUPERIOR COURT IN SAID CASE NO. 96071 RECORDED OCTOBER 2, 1940 AS DOCUMENT NO. 51323 IN BOOK 1074, PAGE 432 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID DIXON LAND SOUTH 3°46'52" WEST 187.23 FEET; THENCE SOUTH 89°25'20" EAST 800.65 FEET; THENCE SOUTH 17°32'10" WEST 27.00 FEET; THENCE SOUTH 89°19'20" EAST TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6, THENCE ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER SOUTH 3°47'05" WEST TO THE NORTHERLY LINE OF THAT TRACT OF LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899 IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG SAID NORTHERLY LINE OF WOHLFORD'S LAND NORTH 89°17'30" WEST 1315.67 FEET (RECORD WEST 1320 FEET) TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER NORTH 3°45' EAST 15.64 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899, IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG THE NORTHERLY LINE OF SAID LAND NORTH 89°44'30" WEST 1085.33 FEET MORE OR LESS (RECORD WEST 1104.50 FEET) TO THE NORTHWESTERLY CORNER OF SAID LAND BEING ALSO THE TRUE POINT OF BEGINNING; THENCE RETRACING SAID NORTHERLY LINE SOUTH 89°44'30" EAST 382.77 FEET; THENCE NORTH 4°08' EAST PARALLEL WITH THE CENTER LINE OF THE COUNTY HIGHWAY COMMISSION ROUTE 19, DIVISION NO. 1, A DISTANCE OF 194.20 FEET; THENCE NORTH 89°44'30" WEST 382.77 FEET MORE OR LESS TO A POINT IN THE WESTERLY LINE OF THE LAND DESCRIBED IN DEED TO LOUIS BERGER, ET UX, RECORDED APRIL 14, 1955 IN BOOK 5604, PAGE 285 OF OFFICIAL RECORDS; THENCE SOUTHERLY ALONG SAID WESTERLY LINE 194.20 FEET TO THE TRUE POINT OF BEGINNING.

TRACT 4:

PARCEL ONE: (APN: 240-011-13-00)

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12, SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 6 AS SAID QUARTER CORNER WAS ESTABLISHED BY DECREE OF THE SUPERIOR COURT OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, IN CASE NO. 96071 RECORDED AUGUST 30, 1940, AS DOCUMENT NO. 43581 IN BOOK 1069, PAGE 81 OF OFFICIAL RECORDS; THENCE SOUTH 73° 36' 00" EAST 235.62 FEET, MORE OR LESS, TO THE NORTHEASTERLY CORNER OF LAND OF JAMES B. DIXON AS DESCRIBED IN AMENDED DECREE OF THE SUPERIOR COURT IN SAID CASE NO. 96071 RECORDED OCTOBER 2, 1940 AS DOCUMENT NO. 51323 IN BOOK 1074, PAGE 432 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID DIXON LAND AND SOUTH 03° 46' 52" WEST 187.23 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 25' 20" EAST 800.65 FEET; THENCE SOUTH 17° 32' 10" WEST 27.00 FEET; THENCE SOUTH 89° 19' 20" EAST TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6; THENCE ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER SOUTH 03° 47' 05" WEST TO THE NORTHERLY LINE OF THAT TRACT OF LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899, IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG THE NORTHERLY LINE OF WOHLFORD'S LAND, NORTH 89° 17' 30" WEST 1315.67 FEET (RECORD WEST 1320.00 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 03° 45' 00" EAST 15.64 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899, IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG THE NORTHERLY LINE OF SAID LAND NORTH 89° 17' 30" WEST 1085.33 (RECORD WEST 1104.50 FEET) TO THE NORTHWESTERLY CORNER OF SAID LAND; THENCE NORTH 386.50 FEET, MORE OR LESS, TO A POINT WHICH IS NORTH 30.00 FEET FROM THE NORTHERLY LINE OF THE LAND CONVEYED TO W.L. RAMEY AND A. W. WOHLFORD BY DEED RECORDED APRIL 8, 1893 IN BOOK 212 PAGE 235 OF DEEDS, BEING ALSO A POINT IN THE EASTERLY LINE OF SAID JAMES B. DIXON LAND DESCRIBED ABOVE; THENCE ALONG SAID EASTERLY LINE OF DIXON'S LAND, NORTH 03° 46' 52" EAST TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LAND DISTANT THEREON SOUTH 89° 44' 30" EAST 382.77 FEET FROM THE SOUTHWEST CORNER THEREOF; THENCE NORTH 04° 08' 00" EAST PARALLEL WITH THE CENTER LINE OF COUNTY HIGHWAY COMMISSION ROUTE 19, DIVISION NO. 1, A DISTANCE OF 194.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE RETRACING THE LAST DESCRIBED LINE SOUTH 04° 08' 00" WEST TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND 10.00 FEET NORTHERLY OF MEASURED AT RIGHT ANGLES TO THE SOUTHERLY LINE OF SAID LAND HEREINABOVE DESCRIBED; THENCE ALONG SAID PARALLEL LINE NORTH 89° 44' 30" WEST 382.77 FEET TO THE WESTERLY LINE OF SAID LAND; THENCE NORTHERLY ALONG SAID WESTERLY LINE TO A LINE THAT BEARS NORTH 89° 44' 30" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 44' 30" EAST 382.77 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, THE NORTHERLY 109.00 FEET OF ALL THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LAND; THENCE SOUTH 89°25'20" EAST 400.00 FEET MORE OR LESS, TO A POINT IN A LINE WHICH IS PARALLEL WITH AND EASTERLY 370.00 FEET FROM THE EASTERLY LINE OF THE COUNTY HIGHWAY COMMISSION ROUTE 19, DIVISION 1; THENCE SOUTH 03° 46' 52" WEST ALONG SAID PARALLEL LINE 327.00 FEET; THENCE NORTH 89° 25' 20" WEST 400.00 FEET, MORE OR LESS, TO A POINT IN A LINE BEARS SOUTH 03° 46' 52" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 03° 46' 52" EAST 327.00 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING THEREFROM THAT PORTION LYING WESTERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF THE FIRST HEREINABOVE DESCRIBED LAND DISTANT THEREON SOUTH 89° 44' 30" EAST, 382.77 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LAND; THENCE PARALLEL WITH THE CENTER LINE OF SAID ROUTE 19, DIVISION 1, NORTH 04° 08' 00" EAST, 194.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 04° 08' 00" EAST TO THE SOUTHERLY LINE OF THE NORTHERLY 109.00 FEET OF THE FIRST ABOVE DESCRIBED LAND.

ALSO EXCEPTING THAT PORTION OF LOT 4 IN SAID SECTION 6, LYING SOUTHERLY OF THE LINE SET OUT IN THAT CERTAIN JUDGMENT QUIETING TITLE RECORDED JUNE 8, 1964 AS DOCUMENT NO. 102872 OF OFFICIAL RECORDS.

PARCEL TWO: (APN: 240-011-12-00)

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 6, AS SAID QUARTER CORNER WAS ESTABLISHED BY DECREE OF THE SUPERIOR COURT OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, IN CASE NO. 96071 RECORDED AUGUST 30, 1940, AS DOCUMENT NO. 43581 IN BOOK 1069, PAGE 81 OF OFFICIAL RECORDS; THENCE SOUTH 73°36'00" EAST 235.62 FEET, MORE OR LESS, TO THE NORTHEASTERLY CORNER OF LAND OF JAMES B. DIXON, AS DESCRIBED IN AMENDED DECREE OF THE SUPERIOR COURT IN SAID CASE NO. 96071 RECORDED OCTOBER 2, 1940, AS DOCUMENT NO. 51323 IN BOOK 1074, PAGE 432 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID DIXON LAND SOUTH 03° 46' 52" WEST 187.23 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 25' 20" EAST 800.65 FEET; THENCE SOUTH 17°32' 10" WEST 27.00 FEET; THENCE SOUTH 89° 19' 20" EAST TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6; THENCE ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER SOUTH 03° 47' 05" WEST TO THE NORTHERLY LINE OF THAT TRACT OF LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899, IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG THE NORTHERLY LINE OF WOHLFORD'S LAND NORTH 89° 17' 30" WEST 1315.67 FEET (RECORD WEST 1320.00 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 03° 45' 00" EAST 15.64 FEET, MORE OR LESS TO THE NORTHERLY LINE OF THE LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899, IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG THE NORTHERLY LINE OF SAID LAND NORTH 89°17'30" WEST, 1085.33 (RECORD WEST 1104.50 FEET) TO THE NORTHWESTERLY CORNER OF SAID LAND; THENCE NORTH 386.50 FEET, MORE OR LESS, TO A POINT WHICH IS NORTH 30.00 FEET FROM THE NORTHERLY LINE OF THE LAND CONVEYED TO W.L. RAMEY AND A. W. WOHLFORD BY DEED RECORDED APRIL 8, 1893 IN BOOK 212, PAGE 235 OF DEEDS, BEING ALSO A POINT IN THE EASTERLY LINE OF SAID JAMES B. DIXON LAND DESCRIBED ABOVE; THENCE ALONG SAID EASTERLY LINE OF DIXON'S LAND NORTH 03° 46' 52" EAST TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF THE FIRST HEREINABOVE DESCRIBED LAND DISTANT THEREON SOUTH 89° 44' 30" EAST, 382.77 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LAND; THENCE PARALLEL WITH THE CENTER LINE OF SAID ROUTE 19, DIVISION 1, NORTH 04° 08' 00" EAST, 194.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 04° 08' 00" EAST TO THE NORTHERLY LINE THEREOF.

ALSO EXCEPTING THEREFROM ALL THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LAND DISTANT THEREON SOUTH 89° 44'30" EAST 382.77 FEET; THENCE NORTH 04° 08' 00" WEST PARALLEL WITH THE CENTER LINE OF COUNTY HIGHWAY COMMISSION ROUTE 19, DIVISION NO. 1, A DISTANCE OF 194.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE RETRACING THE LAST DESCRIBED LINE SOUTH 04° 08' 00" WEST 194.20 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID LAND HEREINABOVE DESCRIBED; THENCE ALONG SAID SOUTHERLY LINE NORTH 89°44'30" WEST 382.77 FEET TO THE WESTERLY LINE OF SAID LAND; THENCE NORTHERLY ALONG SAID WESTERLY LINE TO A LINE THAT BEARS NORTH 89° 44' 30" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 44' 30" EAST 332.77 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION THEREOF IF ANY WHICH LIES WESTERLY OF THE EASTERLY LINE OF THE LAND OF JAMES B. DIXON, AS DESCRIBED IN THE DECREE HAD IN THE SUPERIOR COURT IN SAN DIEGO COUNTY (CASE NO. 96071) ON OCTOBER 2, 1940, A CERTIFIED COPY OF SAID DECREE BEING RECORDED IN BOOK 1074, PAGE 432 OF OFFICIAL RECORDS OF SAN DIEGO COUNTY.

EXCEPTING THEREFROM PARCELS 1 AND 3, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, SHOWN AT PAGE 6048 OF PARCEL MAPS FILED IN OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 16, 1977.

SAID LAND IS ALSO SHOWN AS PARCEL 2 OF COUNTY OF SAN DIEGO MAP 12478, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PARCEL MAP THEREOF NO. 6048, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON JUNE 16, 1977.

TRACT 6: (APN: PORTION OF 240-020-27-00)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF ESCONDIDO, THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER NORTH 3° 47' 05" EAST 1395.59 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN DEED TO FRANCES M. BEVEN RYAN AND LEWIS C. RYAN, WIFE AND HUSBAND, RECORDED MARCH 2, 1953 AS DOCUMENT NO. 28282 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID LAND NORTH 89° 02' 52" WEST 1313.84 FEET RECORD WEST TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER; THENCE ALONG SAID WEST LINE NORTH 3° 45' 01" EAST 458.58 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE NORTH 3° 45' 01" EAST 58.46 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY LINE OF THE LAND DESCRIBED IN DEED TO W.L. RAMEY, DATED MARCH 31, 1899 AND RECORDED IN BOOK 278, PAGE 247 OF DEEDS, RECORDS OF SAID COUNTY, SAID SOUTHERLY LINE BEING ALSO SET OUT IN THAT CERTAIN JUDGMENT QUIETING TITLE, A COPY OF WHICH WAS FILED FOR RECORD ON JUNE 8, 1964 AS DOCUMENT NO. 102872 OF OFFICIAL RECORDS; THENCE TO AND ALONG SAID SOUTHERLY BOUNDARY AND THE WESTERLY PROLONGATION THEREOF SOUTH 89° 59' 40" WEST 1086.72 FEET TO THE CENTER LINE OF ESCONDIDO AND BEAR VALLEY ROAD; THENCE ALONG SAID CENTER LINE SOUTH 3° 51' 10" WEST 20.04 FEET TO A LINE DRAWN PARALLEL WITH AND 20 FEET SOUTHERLY OF THE PROLONGATION OF SAID SOUTHERLY BOUNDARY LINE OF RAMEY LAND; THENCE ALONG SAID PARALLEL LINE NORTH 89° 59' 40" EAST 1051.06 FEET TO A LINE WHICH BEARS NORTH 40° 52' 50" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 40° 52' 50" EAST 50.70 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THAT PORTION THEREOF, IF ANY, LYING WESTERLY OF THE EASTERLY LINE OF THE LAND ESTABLISHED BY DECREE OF THE SUPERIOR COURT OF CALIFORNIA IN AND FOR THE COUNTY OF SAN DIEGO, IN CASE NO. 96071, RECORDED AUGUST 30, 1940 AS DOCUMENT NO. 43581 IN BOOK 1069, PAGE 81 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THE NORTHERLY 109.00 FEET OF ALL THAT PORTION THEREOF.

TRACT 5: (APN: 240-020-21-00)

ALL THOSE PORTIONS OF LOTS FOUR (4) AND FIVE (5) (THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, RESPECTIVELY) AND THE EAST HALF OF SAID SOUTHWEST QUARTER, OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, S.B.M., IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT FOUR (4) WITH THE CENTER LINE OF THE COUNTY ROAD LEADING FROM ESCONDIDO TO BEAR VALLEY, AS SAID ROAD IS SHOWN ON LICENSED SURVEYOR'S MAP NO. 39 FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, JUNE 22, 1893; THENCE NORTH 3° 23' EAST ALONG THE CENTER LINE OF SAID ROAD, 120 FEET; THENCE EAST 1105 FEET TO A POINT ON THE EAST LINE OF SAID LOT FOUR (4), DISTANT THEREON 120 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE EASTERLY 1320 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 DISTANT THEREON 120 FEET NORTHERLY FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTHERLY 199 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF THE NORTH 79 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE WESTERLY ALONG SAID SOUTH LINE OF SAID NORTH 79 FEET, A DISTANCE OF 1320 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE WESTERLY ALONG THE NORTH 79 FEET OF LOT 5 A DISTANCE OF 1105 FEET, MORE OR LESS, TO THE CENTER LINE OF THE AFORESAID ESCONDIDO BEAR VALLEY ROAD; THENCE NORTHERLY ALONG SAID COUNTRY ROAD, 79 FEET TO THE POINT OF BEGINNING.

BEGINNING AT A POINT ON THE EASTERLY LINE OF LOT 4 IN SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, S.B.M. SAID POINT BEING THE EASTERLY TERMINUS OF THE DIVISION LINE BETWEEN THE LANDS OF A. W. WOHLFORD AND S.D. HEADINGTON, AS ESTABLISHED BY MUTUAL AGREEMENT BETWEEN SAID PARTIES DATED SEPTEMBER 8, 1900 AND RECORDED NOVEMBER 21, 1901 IN BOOK 309 AND 369 OF DEEDS, RECORDS OF SAN DIEGO COUNTY; THENCE NORTH 3° 35' EAST ALONG SAID EASTERLY LINE OF LOT 4 A DISTANCE OF 162.5 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN THE DEED TO A. W. WOHLFORD DATED AUGUST 28, 1899 AND RECORDED FEBRUARY 27, 1900 IN BOOK 285, PAGE 461 OF DEEDS, RECORDS OF SAN DIEGO COUNTY; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LAND 1105 FEET; THENCE SOUTH 3° 35' WEST 162.5 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED DIVISION LINE; THENCE EASTERLY ALONG SAID DIVISION LINE 1105 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION THEREOF IF ANY WHICH LIES WESTERLY OF THE EASTERLY LINE OF THE LAND OF JAMES B. DIXON, AS DESCRIBED IN THE DECREE HAD IN THE SUPERIOR COURT IN SAN DIEGO COUNTY (CASE NO. 96071) ON OCTOBER 2, 1940, A CERTIFIED COPY OF SAID DECREE BEING RECORDED IN BOOK 1074, PAGE 432 OF OFFICIAL RECORDS OF SAID COUNTY.

BEGINNING AT A POINT ON THE EASTERLY LINE OF LOT 4, SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, S.B.M. WHICH IS THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN THE DEED TO W. L. RAMEY AND A. W. WOHLFORD DATED APRIL 7, 1893 AND RECORDED APRIL 8, 1893 IN BOOK 212, PAGE 235 OF DEEDS, RECORDS OF SAN DIEGO COUNTY, SAID POINT BEING DESCRIBED IN SAID DEED AS 1318 FEET EAST AND 1573 FEET NORTH 3° 35' EAST OF THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE NORTH 3° 35' EAST ALONG SAID EASTERLY LINE OF LOT 4 A DISTANCE OF 356.5 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF A PARCEL OF LAND DESCRIBED IN THE DEED TO W. L. RAMEY DATED MARCH 31, 1899 AND RECORDED IN BOOK 278, PAGE 247 OF DEEDS, RECORDS OF SAN DIEGO COUNTY; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LAND CONVEYED TO RAMEY 1104.5 FEET; THENCE SOUTH 3° 35' WEST 356.5 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID LAND DESCRIBED IN THE AFORESAID DEED TO W. L. WOHLFORD THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION THEREOF IF ANY WHICH LIES WESTERLY OF THE EASTERLY LINE OF THE LAND OF JAMES B. DIXON, AS DESCRIBED IN THE DECREE HAD IN THE SUPERIOR COURT IN SAN DIEGO COUNTY (CASE NO. 96071) ON OCTOBER 2, 1940, A CERTIFIED COPY OF SAID DECREE BEING RECORDED IN BOOK 1074, PAGE 432 OF OFFICIAL RECORDS OF SAN DIEGO COUNTY.

EXCEPTING THEREFROM PARCELS 1 AND 3, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, SHOWN AT PAGE 6048 OF PARCEL MAPS FILED IN OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 16, 1977.

SAID LAND IS ALSO SHOWN AS PARCEL 2 OF COUNTY OF SAN DIEGO MAP 12478, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PARCEL MAP THEREOF NO. 6048, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON JUNE 16, 1977.

TRACT 6: (APN: PORTION OF 240-020-27-00)

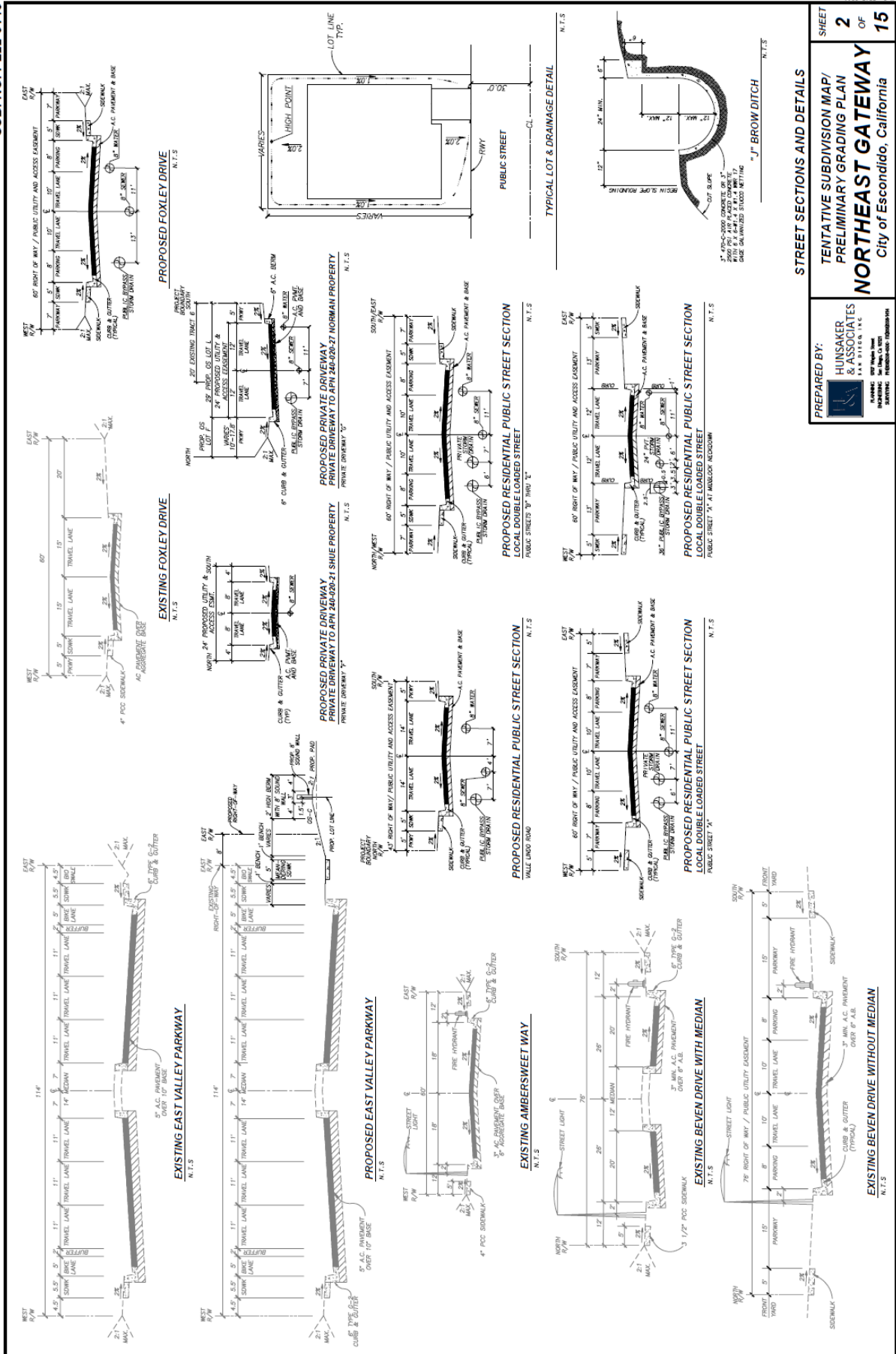
THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF ESCONDIDO, THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER NORTH 3° 47' 05" EAST 1395.59 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN DEED TO FRANCES M. BEVEN RYAN AND LEWIS C. RYAN, WIFE AND HUSBAND, RECORDED MARCH 2, 1953 AS DOCUMENT NO. 28282 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID LAND NORTH 89° 02' 52" WEST 1313.84 FEET RECORD WEST TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER; THENCE ALONG SAID WEST LINE NORTH 3° 45' 01" EAST 458.58 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE NORTH 3° 45' 01" EAST 58.46 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY LINE OF THE LAND DESCRIBED IN DEED TO W.L. RAMEY, DATED MARCH 31, 1899 AND RECORDED IN BOOK 278, PAGE 247 OF DEEDS, RECORDS OF SAID COUNTY, SAID SOUTHERLY LINE BEING ALSO SET OUT IN THAT CERTAIN JUDGMENT QUIETING TITLE, A COPY OF WHICH WAS FILED FOR RECORD ON JUNE 8, 1964 AS DOCUMENT NO. 102872 OF OFFICIAL RECORDS; THENCE TO AND ALONG SAID SOUTHERLY BOUNDARY AND THE WESTERLY PROLONGATION THEREOF SOUTH 89° 59' 40" WEST 1086.72 FEET TO THE CENTER LINE OF ESCONDIDO AND BEAR VALLEY ROAD; THENCE ALONG SAID CENTER LINE SOUTH 3° 51' 10" WEST 20.04 FEET TO A LINE DRAWN PARALLEL WITH AND 20 FEET SOUTHERLY OF THE PROLONGATION OF SAID SOUTHERLY BOUNDARY LINE OF RAMEY LAND; THENCE ALONG SAID PARALLEL LINE NORTH 89° 59' 40" EAST 1051.06 FEET TO A LINE WHICH BEARS NORTH 40° 52' 50" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 40° 52' 50" EAST 50.70 FEET TO THE TRUE POINT OF BEGINNING.

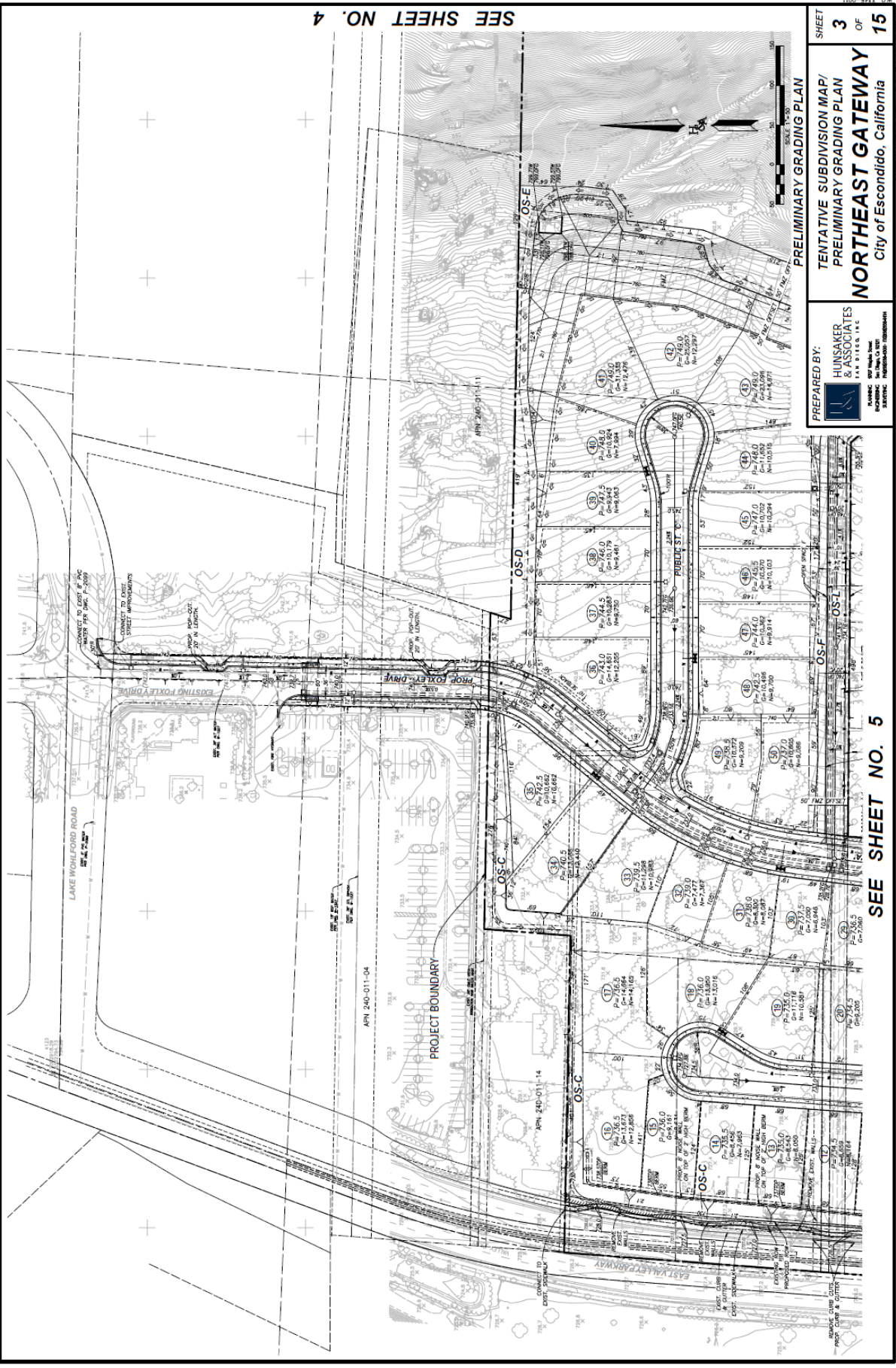
EXCEPTING THAT PORTION THEREOF, IF ANY, LYING WESTERLY OF THE EASTERLY LINE OF THE LAND ESTABLISHED BY DECREE OF THE SUPERIOR COURT OF CALIFORNIA IN AND FOR THE COUNTY OF SAN DIEGO, IN CASE NO. 96071, RECORDED AUGUST 30, 1940 AS DOCUMENT NO. 43581 IN BOOK 1069, PAGE 81 OF OFFICIAL RECORDS.



SUB. NO. FL22-0143



SUB. NO. PL22-0145



SEE SHEET NO. 4

SEE SHEET NO. 5

PREPARED BY:  
**HUNSAKER & ASSOCIATES**  
A PROFESSIONAL ENGINEERING FIRM  
REGISTERED PROFESSIONAL ENGINEER  
No. 10,000  
No. 10,000  
No. 10,000

PRELIMINARY GRADING PLAN  
TENTATIVE SUBDIVISION MAP/  
PRELIMINARY GRADING PLAN  
**NORTHEAST GATEWAY**  
City of Escondido, California

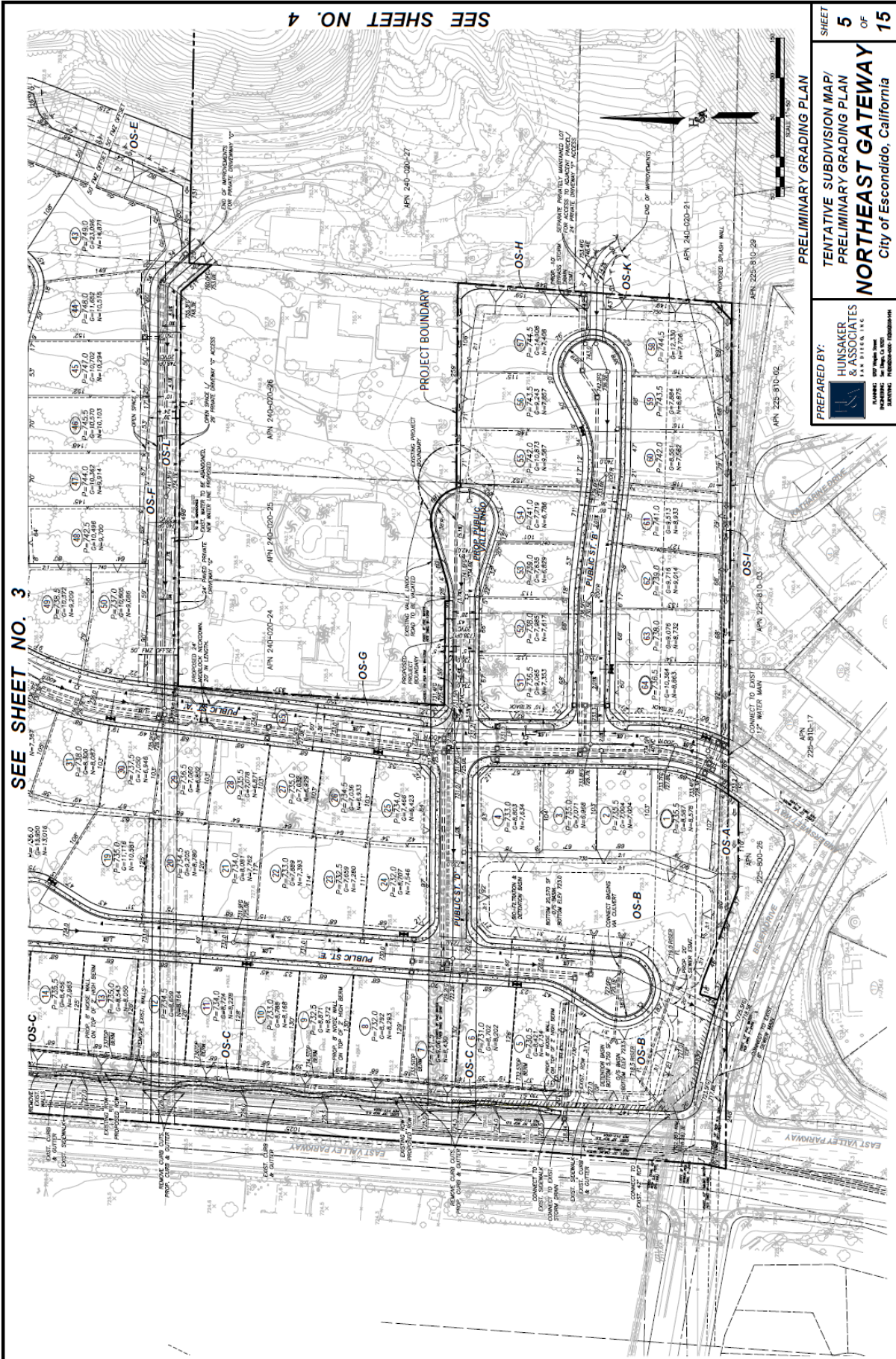
SHEET 3 OF 15



SUB. NO. 11-150

SEE SHEET NO. 3

SEE SHEET NO. 4



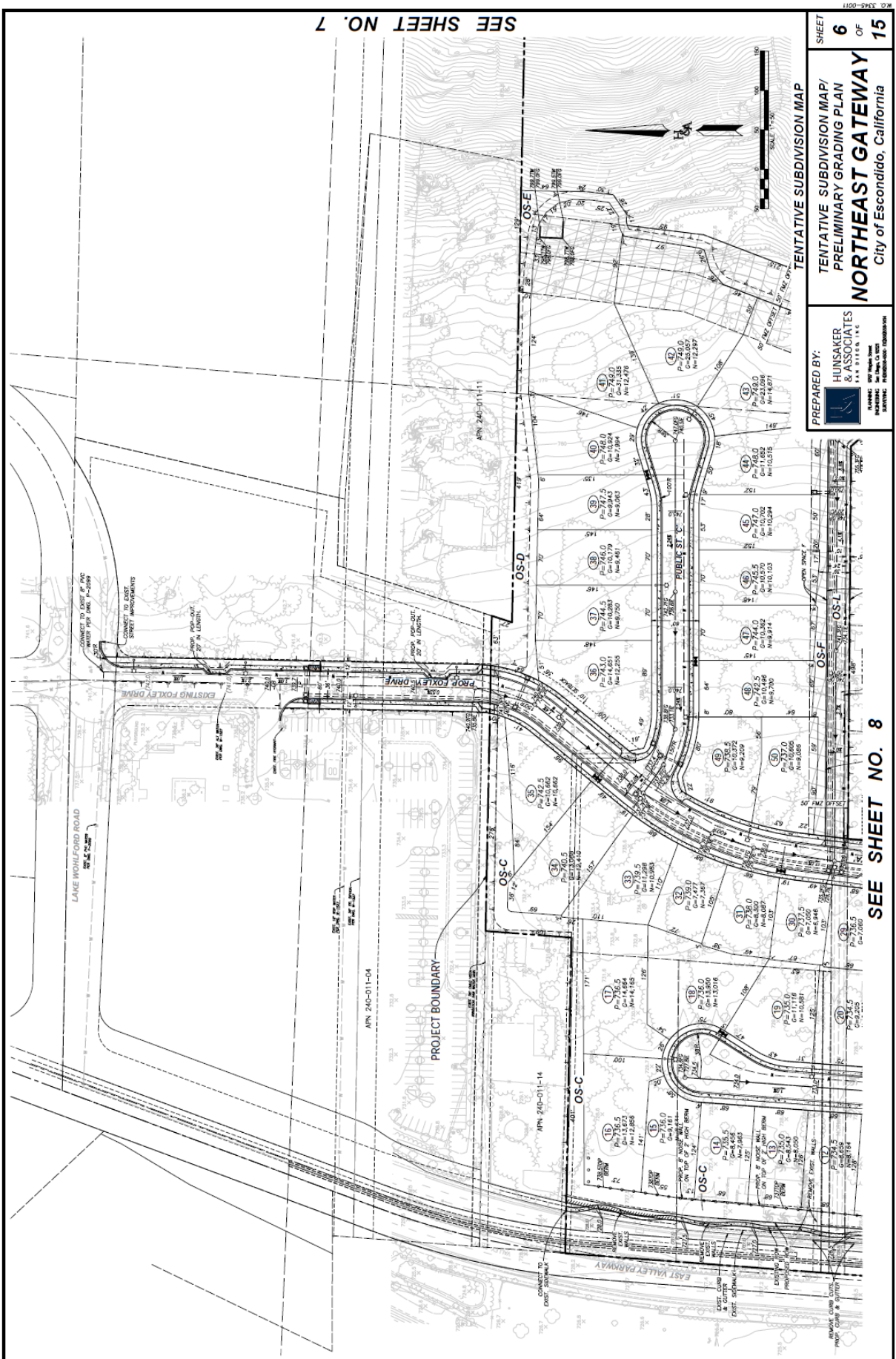
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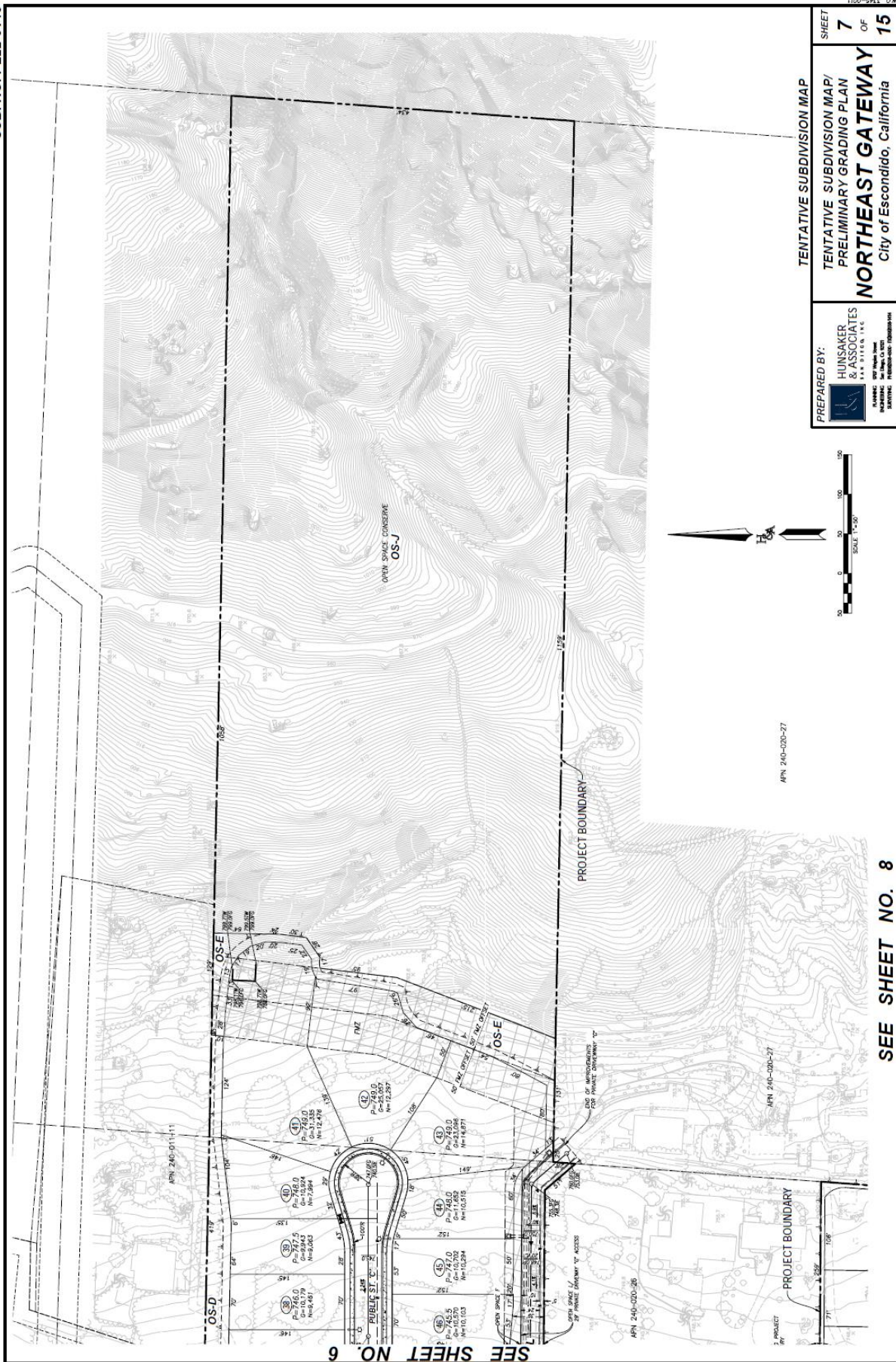
TENTATIVE SUBDIVISION MAP/  
PRELIMINARY GRADING PLAN  
**NORTHEAST GATEWAY**  
City of Escondido, California

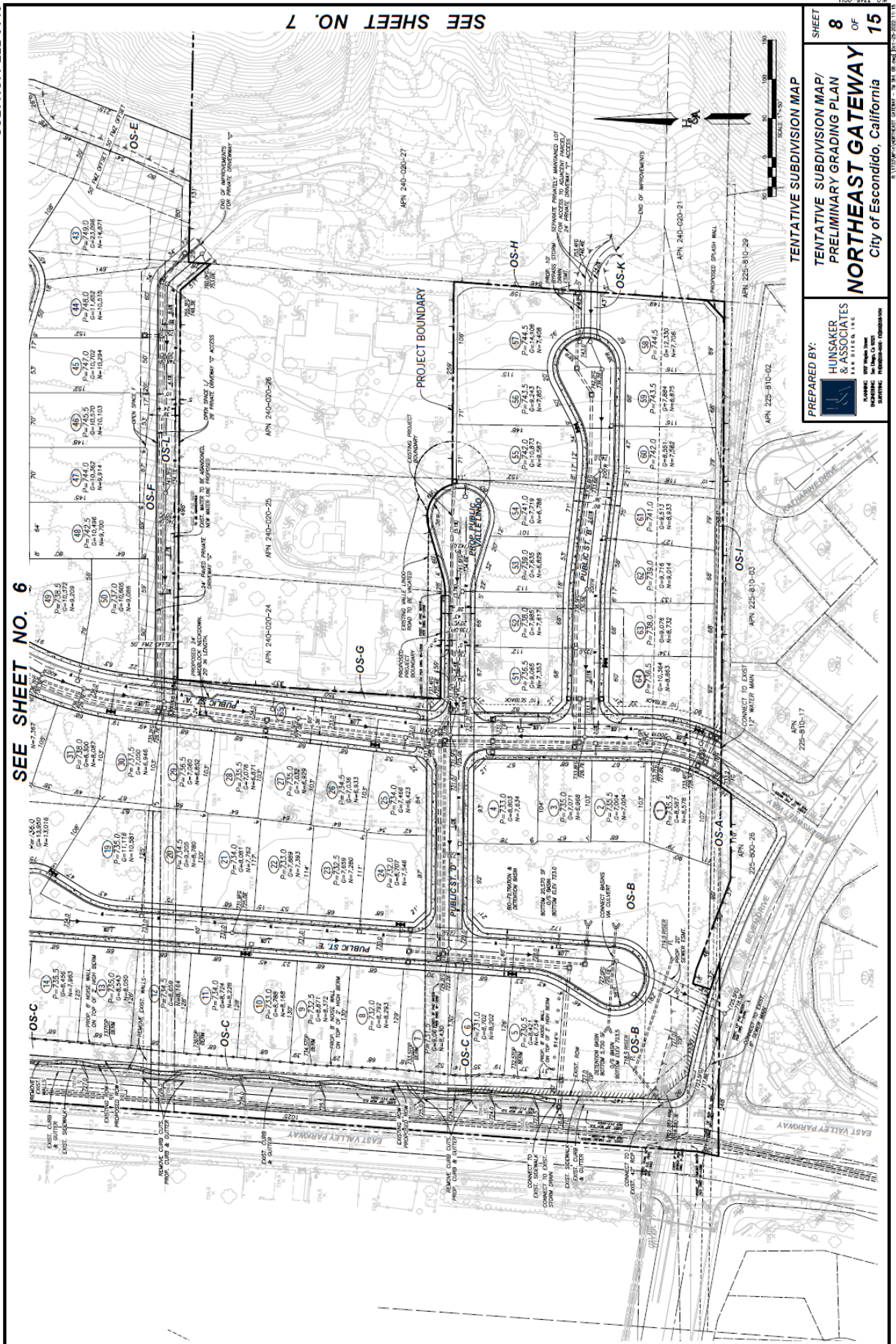
PREPARED BY:  
**HUNSAKER  
& ASSOCIATES**  
PLANNING  
ENGINEERING  
ARCHITECTURE  
LANDSCAPE ARCHITECTURE

SHEET  
**5**  
OF  
**15**

**SUB. NO. PL22-0145**



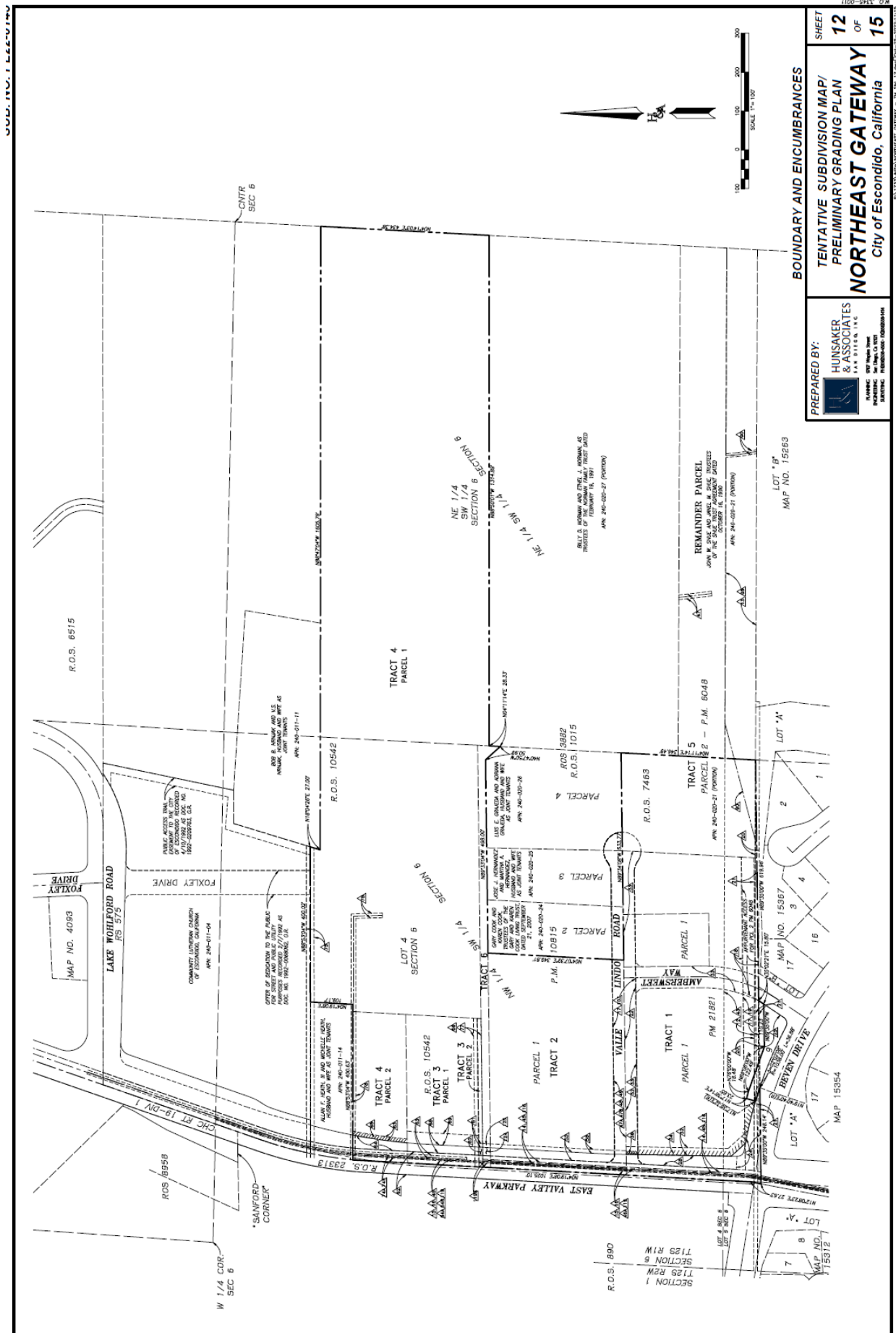








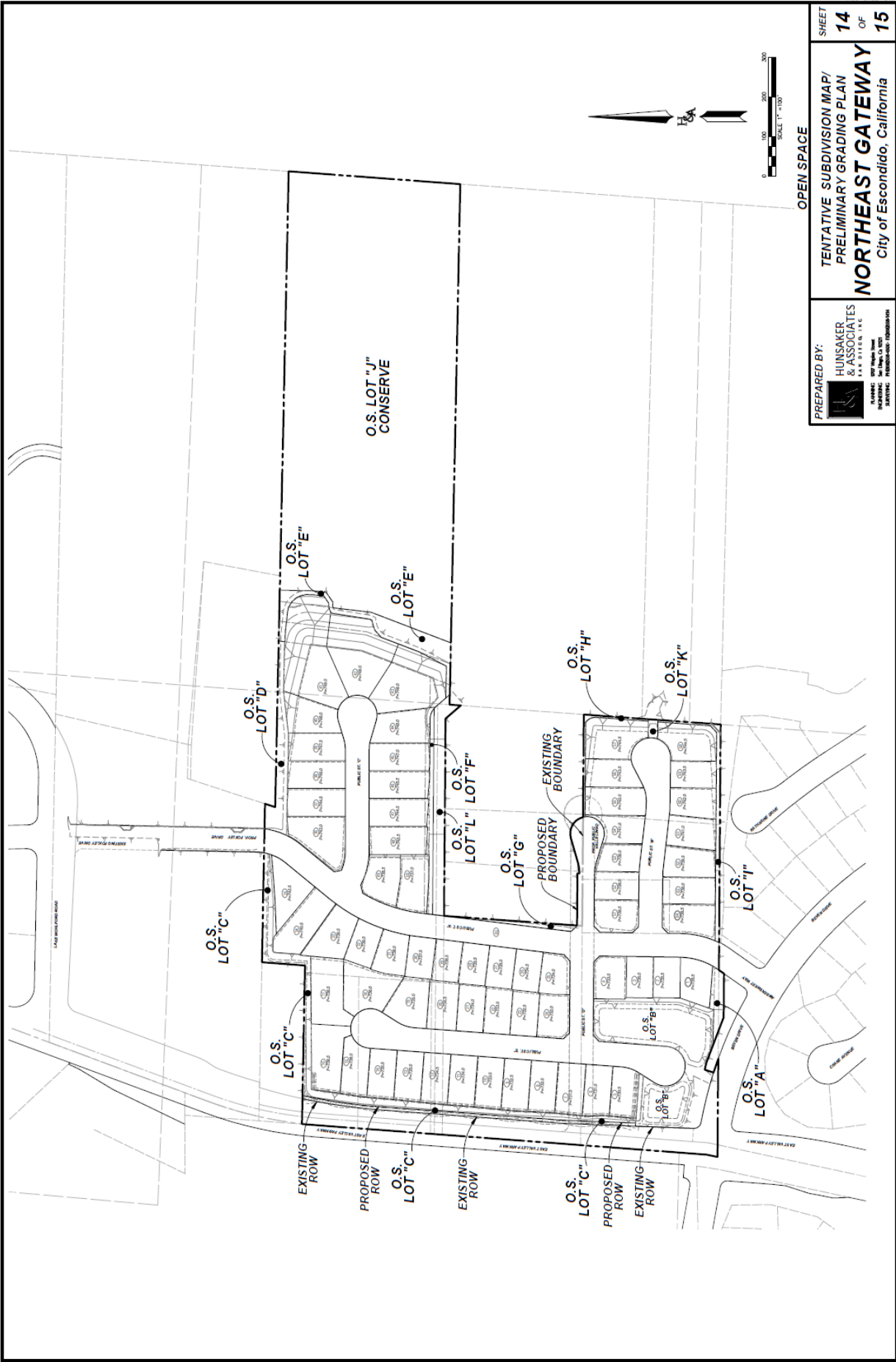






Item 11.

SUB. NO. PL22-0145



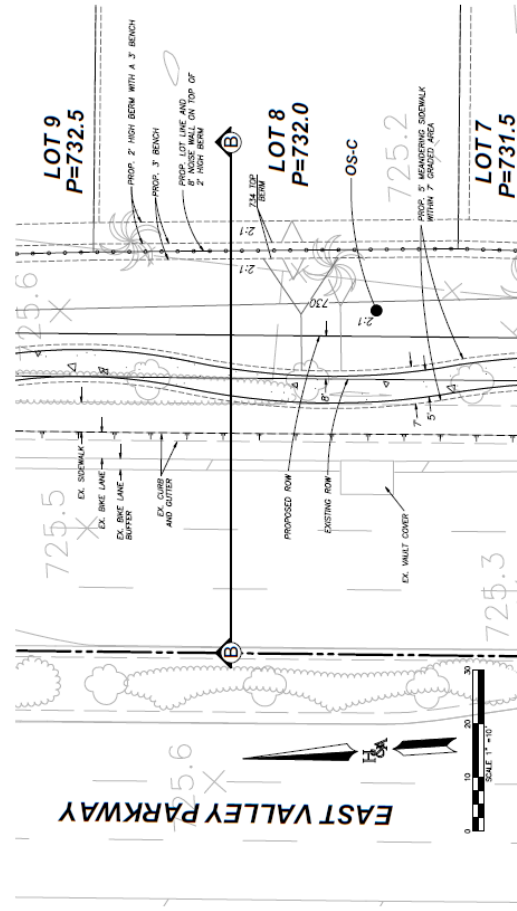
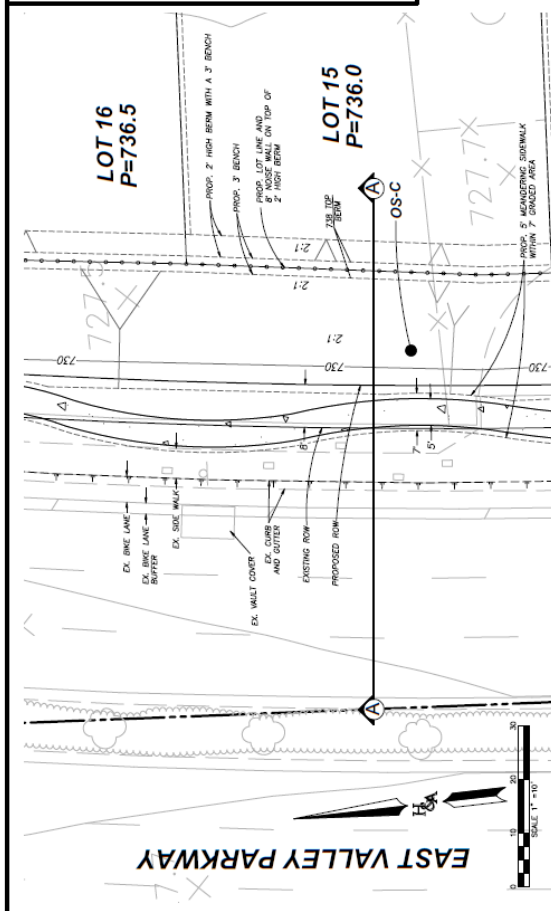
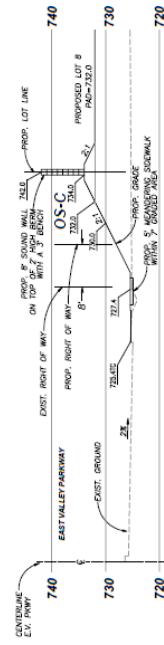
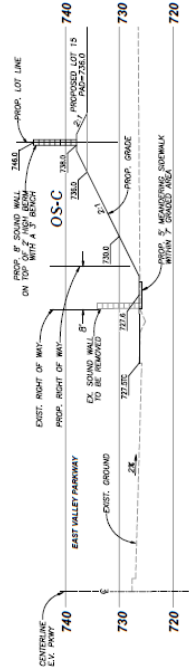
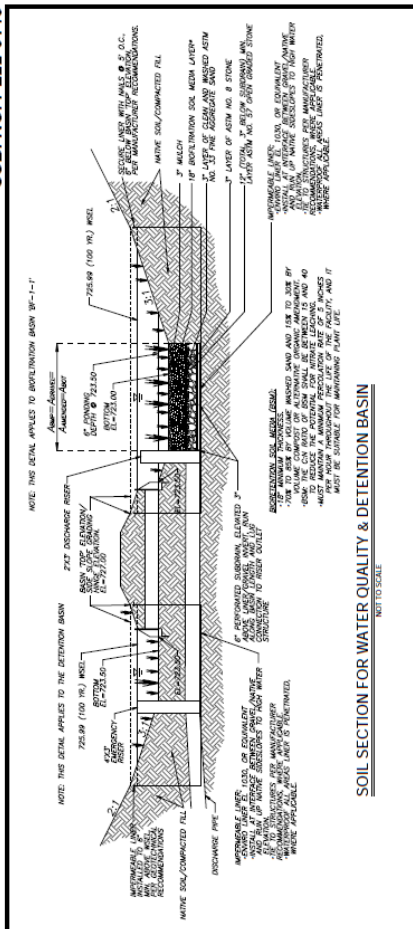
PREPARED BY:  
**HUNSAKER & ASSOCIATES**  
SAN DIEGO, CA  
PLANNING ENGINEERING ARCHITECTURE  
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OPEN SPACE

TENTATIVE SUBDIVISION MAP/  
PRELIMINARY GRADING PLAN  
**NORTHEAST GATEWAY**  
City of Escondido, California

SHEET **14** OF **15**

**SUB. NO. PL22-0145**



### SECTIONS 'A-A' & 'B-B' AND BASIN DETAIL

**TENTATIVE SUBDIVISION MAP/**

## PRELIMINARY GRADING PLAN

**SOUTHEAST GATEWAY**  
City of Escondido, California

City of Escondido, California  
R:\1731\W\N\NORTHWEST GALLERY - THE 9th 15-06-2012

**PREPARED BY:**



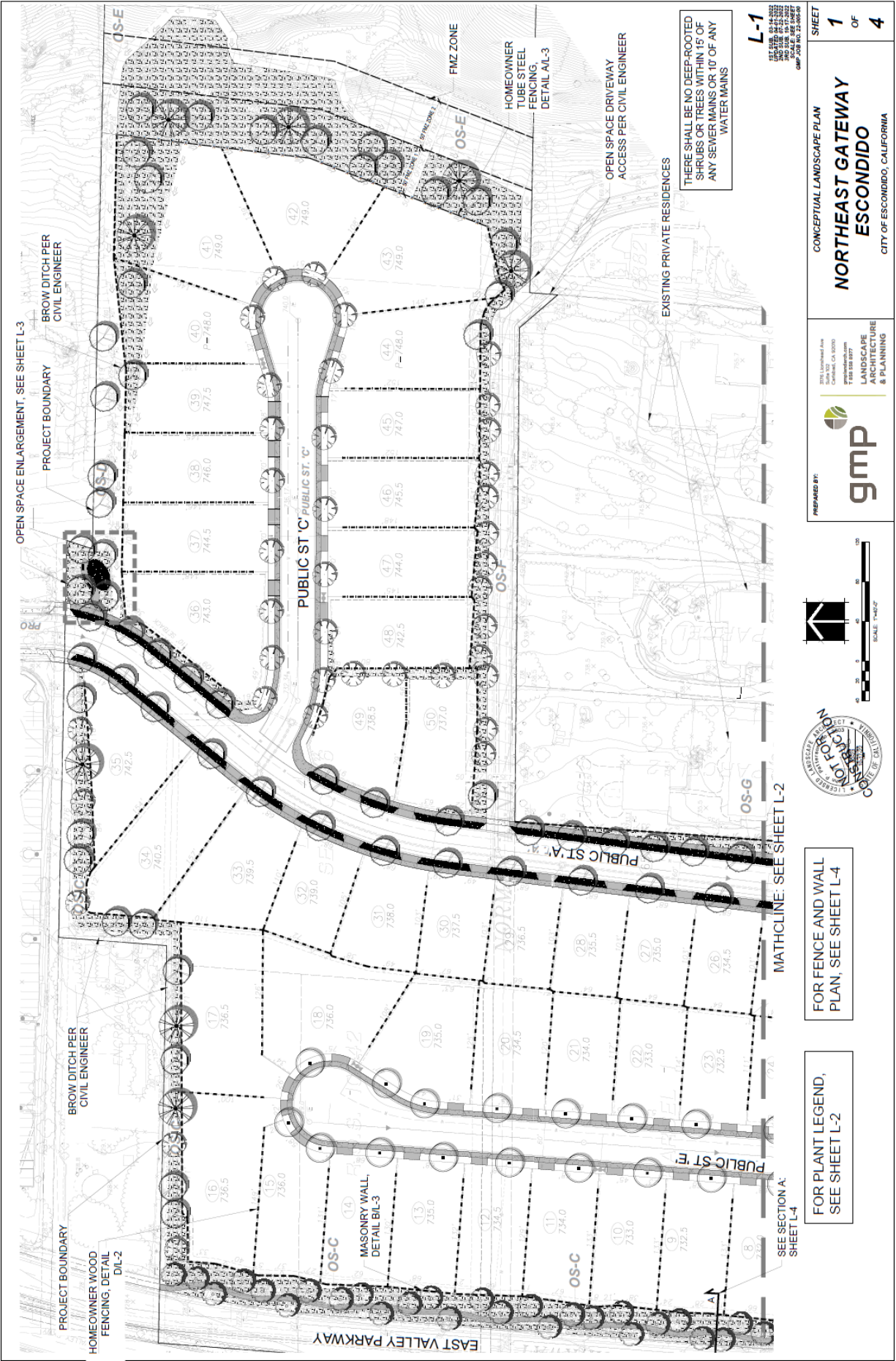
**HUNSAKER  
& ASSOCIATES**

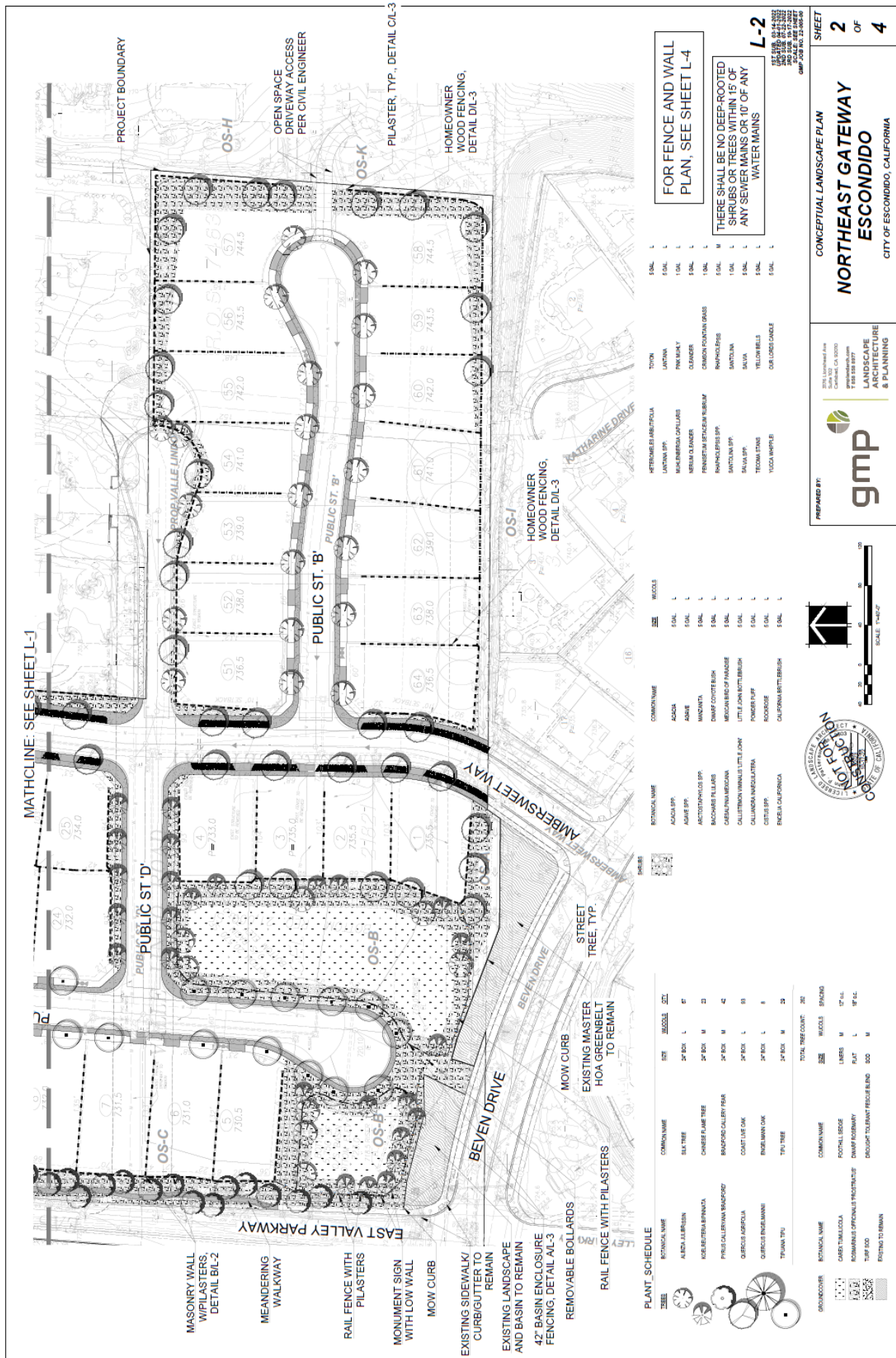
**PLANNING** 607 Maple Street  
SAN DIEGO, INC.

**ENGINEERING** San Diego, CA 92121  
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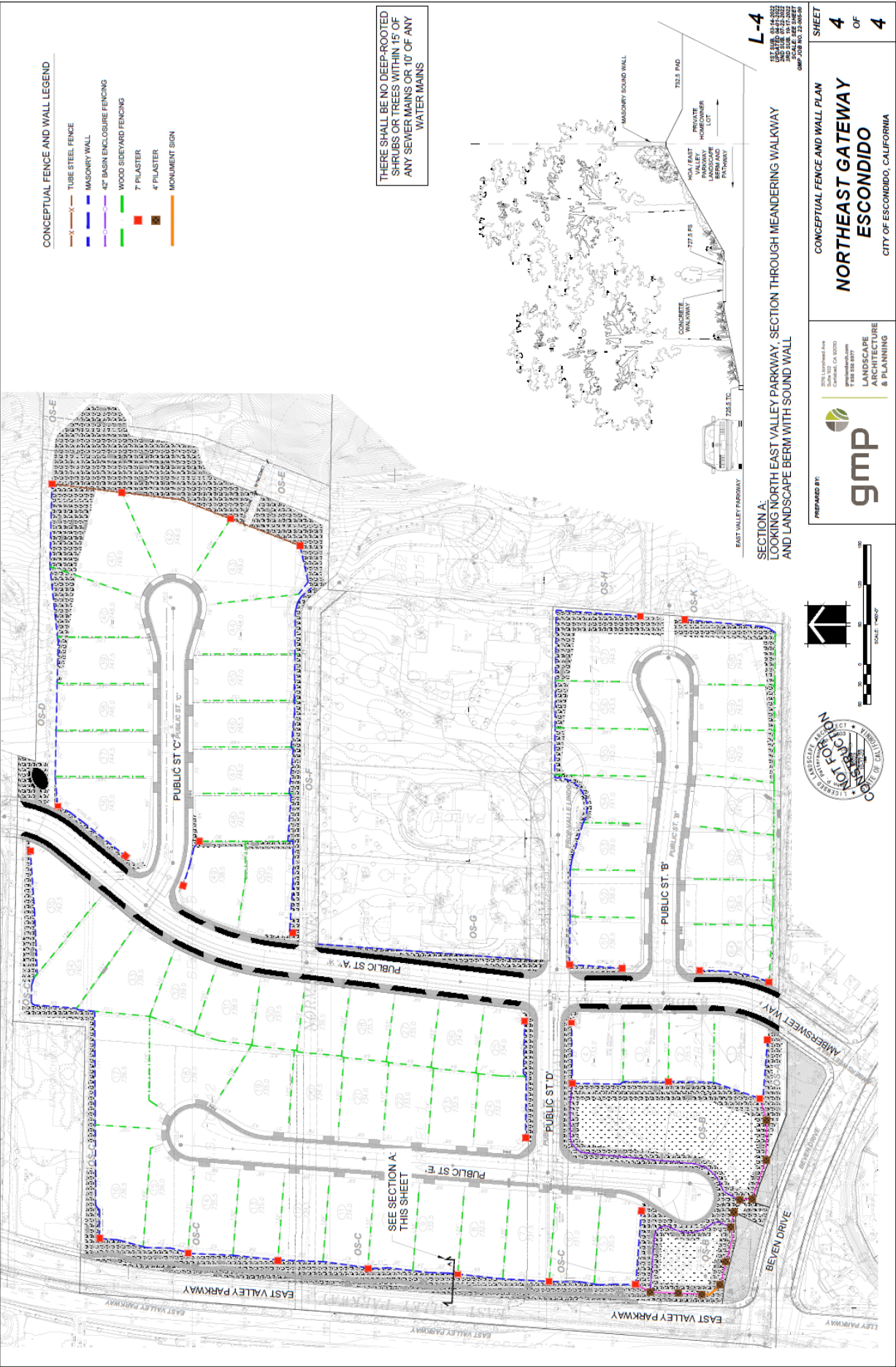
doi:10.1371/journal.pone.0169871.g001

Item 11.









## **EXHIBIT "C"**

### **FACTORS TO BE CONSIDERED / FINDINGS OF FACT**

Resolution No. 2023-20

PLANNING CASE NUMBERS: PL22-0145, PL22-0146, PL22-0147 and PL23-0032

#### **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 City Council certified a Final Program Environmental Impact Report (FEIR) (City Case No. ER 2001-25 and State Clearinghouse No. 200203115) in 2004 for the Northeast Gateway Specific Plan and Eureka Ranch Tentative Subdivision Map (Northeast Gateway Specific Plan), and adopted a Mitigation Monitoring and Reporting Program.
3. Section 15164 of the State CEQA Guidelines states that an Addendum to an EIR shall be prepared "if some changes or additions are necessary, but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred." The proposed project is consistent with the certified FEIR. Specifically, none of the conditions defined in Sections 15162 and 15163 of the State CEQA Guidelines that would require preparation of a subsequent or supplemental EIR have been met.
4. As detailed in the Addendum and the project materials, the City finds that, pursuant to Section 15162, no subsequent EIR would be required. Because none of the conditions of Section 15162 of the State CEQA Guidelines occur and as the Addendum and the proposed project satisfy the requirements of Section 15168, an Addendum to the Northeast Gateway Specific Plan FEIR is the appropriate form of environmental documentation under CEQA for the proposed project.

#### **Tentative Subdivision Map Determinations:**

1. The Project proposes a 64-lot Tentative Subdivision Map and the consolidation of several lots to provide for logical and orderly development consist with the overall vision of the planning area. The location, design, and residential density of the proposed residential development is consistent with the goals and policies of the Escondido General Plan because single-family development is permitted and encouraged within Planning Area 2 of the Northeast Gateway Specific Plan. The proposed residential Project is in conformance with General Plan Housing Goals and Policies to plan for quality, managed, and sustainable growth, and provide a range of housing opportunities for all income groups and populations with special needs, and which encourage a compact, efficient urban form that promotes transit, supports nearby commercial establishments and takes advantage of infrastructure improvements installed to accommodate their intended intensities.

2. The Project site is physically suitable for the proposed density of development because the Project site is within an urban area that is developed with a mix of single-family residential, recreation and institutional uses. Planning Area 2 allows up to 44 base units for the subject parcels, and also allows for additional density through a Development Agreement and purchase of units from the City of Escondido's allocation of surplus density. The request to subdivide the Project site into 64 residential lots would be consistent with the proposed Northeast Gateway Specific Plan (Planning Area 2) land-use density and development requirements. Furthermore, the proposed Tentative Subdivision Map is consistent with applicable provisions of the General Plan that address growth management and maintaining the fiscal stability of the City because the Project applicant minimizes ongoing costs to taxpayers through annexation into a CFD or establishment of another funding mechanism as required by the Project conditions of approval.
3. The approval of the proposed Project would be based on sound principles of land use and is well-integrated with its surroundings near similar residentially developed properties because adequate access, parking, utilities, public services, landscaping and preservation of open space would be provided (as detailed in the staff report). The residential Project also would not be out of character for the area which contains other single-family residential development. All vehicular traffic generated by the Project will be accommodated safely and without degrading the level of service on the adjoining streets or intersections.
4. The Project would not result in the destruction of desirable natural features, nor be visually obstructive or disharmonious with surrounding areas because the site is not located on a skyline or intermediate ridge, and the project area does not contain any significant topographical features. The proposed grading design would not result in any manufactured slopes or pad elevations that would create any significant adverse visual or compatibility impacts with adjacent lots, nor block any significant views. Steeper areas of the site that contain native habitat would be preserved within an open space easement, as identified in the Specific Plan.
5. The Project site is physically suitable for this proposed type of residential development and density of development. Approval of the Tentative Subdivision Map for the Project would not violate the requirements, goals, policies, or spirit of the General Plan or Northeast Gateway Specific Plan. The Project site is suitable for the proposed residential type of development and density as detail in the Planning Commission staff report dated January 24, 2023 and also noted in the above sections.
6. The Project would be compatible with the surrounding uses because the site is within an urban residential area developed with similar single-family residential development. The topography of the Project site allows for appropriate access and the creation of buildable pad areas without the need to export or import significant quantities of material. Adequate public utilities and services can be provided to the site. All vehicular traffic generated by the Project will be accommodated safely and without degrading the level of service on the adjoining streets or intersections. Appropriate noise attenuation would be provided for the new lots. The proposed Project also would not result in a significant impact to biological or natural resources, as mitigated to reduce potential impacts to a less than significant level.
7. The design of the subdivision and the type of improvements are not likely to cause serious public health problems. The Project's proposed street alignments, grades and widths; drainage and sanitary facilities and utilities, including alignments and grades thereof; location and size of all required

easements and rights-of-way; lot configuration; traffic and emergency access; and grading; were all reviewed for compliance with relevant City policies and codes. The Project would not cause substantial environmental damage and would avoid injury to fish or wildlife, or their habitat because all identified impacts would be mitigated to less than a significant level.

8. The design of the Tentative Subdivision Map and the type of improvements will not conflict with easements of record, or easements established through court judgments, or acquired by the population at large, for access through, or use of property within the proposed map because any existing easements and improvements will either be accommodated within the project design; be quitclaimed prior to recordation of the map; or alternate provisions provided.
9. The design of the Tentative Subdivision Map has provided, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision. The lot sizes and the subdivision configuration provide opportunities for passive/solar heating.
10. All permits and approvals applicable to the proposed Tentative Subdivision Map pursuant to the Escondido Zoning Code (Chapter 33 Zoning) will have been obtained prior to the recordation of the map.
11. The proposed Tentative Subdivision Map will not conflict with regional or local housing goals because the proposed infill residential Project would be in conformance with General Plan Housing Goals and Policies to expand the stock of all housing; increase homeownership; plan for quality managed and sustainable growth; and encourage a compact, efficient urban form that promotes transit, supports nearby commercial establishments and takes advantage of infrastructure improvements installed to accommodate their intended intensities. 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 or public facilities, create excessive noise, and adequate on-site parking, circulation and public services would be provided to the site. The Project would comply with all development standards of the applicable zone and observe the density of the General Plan and area plans, as noted in the sections above.
12. In consideration of the above, the proposed Project meets all of the requirements of section 66474 of the California Government Code and the proposed Tentative Subdivision Map meets all of the requirements or conditions imposed by the Subdivision Map Act, the Escondido Municipal Code, and Northeast Gateway Specific Plan, as detailed in the staff reports, the Escondido General Plan, and above findings.

**Grading Exemption Determination:**

1. The project includes a request for a Grading Exemption for a proposed cut slopes up to 63 feet in height along a portion of the northeast section of the project. The slope would be designed in accordance with current building code and grading design requirements, which will ensure the stability of the surrounding slopes/topography. The cut slope is necessary to support the appropriate pad elevations for lots 41-43 and to avoid further grading into Open Space Lot "J." The overall height and location of the slope and adjacent pads would not create any adverse visual impacts or block adjacent views. The slope would be landscaped in accordance with the City's Grading Ordinance and

Landscape Ordinance. The majority of the grading exempted slopes would be located within an Open Space lot and maintained by the project homeowners' association.

## EXHIBIT "D"

### CONDITIONS OF APPROVAL

Resolution No. 2023-20

Planning Case Numbers: PL22-0145, PL22-0146, PL22-0147 and PL23-0032

This Project is conditionally approved as set forth on the application received by the City of Escondido on **March 23, 2022**, and the Project drawings consisting of Civil Plans/Grading, Sections, Site Plans, Floor Plans, Architectural Elevations, Landscape Plans and Colored Elevations; all designated as recommended for approval on **February 15, 2023**, and shall not be altered without express authorization by the Development Services Department.

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

#### A. General:

1. **Acceptance of Permit.** Should the Applicant fail to file a timely and valid appeal of this Permit within the applicable appeal period, such inaction by the Applicant shall be deemed to constitute all of the following on behalf of the Applicant:
  - a. Acceptance of the Permit by the Applicant; and
  - b. Agreement by the Applicant to be bound by, to comply with, and to do all things required of or by the Applicant pursuant to all of the terms, provisions, and conditions of this Project Permit or other approval and the provisions of the Escondido Municipal Code or Zoning Code applicable to such Permit.
2. **Permit Expiration.** If the Permit was filed as or concurrent with a Tentative Map, the Permit shall expire 36 months from the effective date of City Council approval of the Tentative Map, unless additional time is granted pursuant to the Map Act or to the Escondido Municipal Code, or additional time granted pursuant to a development agreement.
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. Three copies of final Approved Plan set, shall be submitted to the Planning Division for certification. Said plans must be certified by the Planning Division prior to submittal of any post-entitlement permit, including grading, public improvement, landscape, or building plans for the Project.

**4. Conformance to Approved Plans.**

- a. The operation and/or use of the subject property shall be consistent with the Project Description and Details of Request, designated with the Approved Plan set.
- b. Nothing in this Permit shall authorize the Applicant to intensify the authorized activity beyond that which is specifically described in this Permit.
- c. Once a permit has been issued, the Applicant may request Permit modifications. "Minor" modifications may be granted if found by the Director of Development Services to be in substantial conformity with the Approved Plan set, including all exhibits and Permit conditions attached hereto. This includes modifications to any Grading Exemptions for the slopes up to an additional one foot in height, and modifications to retaining wall heights. 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 Final Map recordation, 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.
- 11. Community Facility District or Funding Mechanism.** In accordance with the General Plan, the Developer shall fund all on-going operational costs of providing municipal services required for the Project, the amount of such funding shall be in accordance with City Ordinance 2020-10, unless another amount is approved by the City Council at the time of Project approval. Such funding shall occur through either an agreement to form or annex into Services CFD 2020-1 or the establishment of another lawful funding mechanism reasonably acceptable to the City ("Public Services Funding Agreement"). Projects that elect to annex into the Services CFD shall submit consent forms prior to the first permit issuance if they have not done so already. The provisions of the Public Services Funding Agreement shall specify any terms and limitations necessary to implement the CFD or other funding mechanism to offset the impacts to public services associated with the project. The City Manager, or City Manager's designee, shall be authorized to approve and execute the Public Services Funding Agreement, and the Public Services Funding Agreement shall be finalized prior to the City's issuance of any permit for the Project.
- 12. Public Art Partnership Program.** All requirements of the Public Art Partnership Program, Ordinance No. 86-70 shall be satisfied prior to any building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.

### **13. Clerk Recording.**

- a. State Law (SB 1535), effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. If the Project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with State law, or if the Project was analyzed through a negative declaration or environmental impact report, the Applicant shall remit to the City of Escondido Planning Division, within two (2) working days of the effective date of the adoption of the environmental document, a check payable to the "San Diego County Clerk," in the amount that is published by the County Clerk's Office. Failure to remit the required fees in full within the specified time noted above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. In addition, Section 21089(b) of the Public Resources Code, and Section 711.4(c) of the Fish and Game Code provide that no project shall be operative, vested, or final until all the required filing fees are paid. The County Clerk's Office filing fees for other environmental review documents are adjusted annually by the California Department of Fish and Wildlife. If the fee increases 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.

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

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

**16. Enforcement.** If any of the terms, covenants or conditions contained herein shall fail to occur or if they are, by their terms, to be implemented and maintained over time, the City of Escondido shall have the right to deny or withhold subsequent permit approvals or permit inspections that are derived from the application entitlements herein granted; issue stop work orders; pursue abatement orders, penalties, or other administrative remedies as set forth in state and local laws; or institute and prosecute litigation to compel compliance with said conditions or seek damages for their violation. The applicant/developer shall be notified in advance prior to any of the above actions being taken by the City and shall be given the opportunity to remedy any deficiencies identified by the City.

## **17. Indemnification, Hold Harmless, Duty to Defend.**

- a. The Applicant shall indemnify, hold harmless, and defend (with counsel reasonably acceptable to the City) the City, its Councilmembers, Planning Commissioners, boards, commissions, departments, officials, officers, agents, employees, and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, at law or in equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with (i) any business, work, conduct, act, omission, or negligence of the Applicant or the owner of the Property (including the Applicant's or the owner of the Property's contractors, subcontractors, licensees, sublessees, invitees, agents, consultants, employees, or volunteers), or such activity of any other person that is permitted by the Applicant or owner of the Property, occurring in, on, about, or adjacent to the Property; (ii) any use of the Property, or any accident, injury, death, or damage to any person or property occurring in, on, or about the Property; or (iii) any default in the performance of any obligation of the Applicant or the owner of the Property to be performed pursuant to any condition of approval for the Project or agreement related to the Project, or any such claim, action, or proceeding brought thereon. Provided, however, that the Applicant shall have no obligation to indemnify, hold harmless, or defend the City as to any Claims that arise from the sole negligence or willful misconduct of the City. In the event any such Claims are brought against the City, the Applicant, upon receiving notice from the City, shall defend the same at its sole expense by counsel reasonably acceptable to the City and shall indemnify the City for any and all administrative and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney's fees (including the full reimbursement of any such fees incurred by the City's outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City).
- b. The Applicant further and separately agrees to and shall indemnify, hold harmless, and defend the City (including all Indemnified Parties) from and against any and all Claims brought by any third party to challenge the Project or its approval by the City, including but not limited to any Claims related to the Project's environmental determinations or environmental review documents, or any other action taken by the City regarding environmental clearance for the Project or any of the Project approvals. Such indemnification shall include the Applicant's payment for any and all administrative and litigation costs and expenses incurred by the City in defending against any such Claims, including payment for all administrative and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney's fees (including the full reimbursement of any such fees incurred by the City's outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City and the Project).
- c. The City, in its sole discretion and upon providing notice to the Applicant, may require the Applicant to deposit with the City an amount estimated to cover costs, expenses, and fees

(including attorney's fees) required to be paid by the Applicant in relation to any Claims referenced herein, which shall be placed into a deposit account from which the City may draw as such costs, expenses, and fees are incurred. Within 14 days after receiving written notice from the City, the Applicant shall replenish the deposit account in the amount the City determines is necessary in the context of the further defense of such Claims. To the extent such deposit is required by the City, the amount of such deposit and related terms and obligations shall be expressed in a written Deposit Account Agreement, subject to the City Attorney's approval as to form. The City, in its sole and reasonable discretion, shall determine the amount of any initial deposits or subsequent deposits of funds, and the Applicant may provide documentation or information for the City to consider in making its determinations. Nothing within this subsection shall be construed as to relieve the Applicant's obligations to indemnify, hold harmless, or defend the City as otherwise stated herein.

## **B. Construction, Maintenance, and Operation Obligations:**

- 1. Code Requirements.** All construction shall comply with the applicable requirements of the Escondido Municipal Code, Escondido Zoning Code, California Building Code; and the requirements of the Planning Division, Engineering Services Department, Director of 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 or by the terms of a Development Agreement.

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 the 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, unless modified by this Project Planned Development. Separate sign permits will be required for Project signage. All non-conforming signs shall be removed. The Applicant shall submit with any sign permit graphic/list of all signs to be removed and retained, along with any new signage proposed.
5. **Noise.** All Project generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08).
6. **Lighting.** All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting Ordinance) of the Escondido Zoning Code.
7. **General Property Maintenance.** The property owner or management company shall maintain the property in good visual and functional condition. This shall include, but not be limited to, all exterior elements of the buildings such as paint, roof, paving, signs, lighting and landscaping. The Applicant shall paint and re-paint all building exteriors, accessory equipment, and utility boxes servicing the Project, as necessary to maintain clean, safe, and efficient appearances.
8. **Anti-Graffiti.** The Applicant shall remove all graffiti from buildings and wall surfaces within 48 hours of defacement, including all areas of the job site for when the Project is under construction.
9. **Anti-Litter.** The site and surrounding area shall be maintained free of litter, refuse, and debris. Cleaning shall include keeping all publicly used areas free of litter, trash, and garbage.
10. **Roof, Wall, and Ground Level Equipment.** All mechanical equipment shall be screened and concealed from view in accordance with Section 33-1085 of the Escondido Zoning Code.
11. **Trash Enclosures.** Appropriate trash enclosure(s) or other approved trash system shall be approved by the Planning and Engineering Services 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, consistent with the environmental review/Addendum.

**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. Parking for each lot shall be subject to the on-site parking requirements of Article 39 for single-family residential development. Garages shall be maintained to provide parking for two cars and

storage or other use of the garage space shall not impede the use of the garages for parking of vehicles.

2. 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 owners' association assumes all responsibility for maintaining all on-site landscaping; storm water facilities, any landscaping in the public right-of-way including the parkway landscaping adjacent to East Valley Parkway, Beven Drive, and internal Street "E," and other common area lots 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 concept plans detailed in the Planning Commission staff report and associated Resolution exhibits.
  - a. A final landscape and irrigation plan shall be submitted to the Engineering Services Division for review and approval, if meeting any of the criteria listed under Section 33-1323 of the Zoning Code. Five copies of detailed landscape and irrigation plans shall be submitted to the Engineering Services Department with the second submittal of the grading plan. The initial submittal of the landscape plans shall include the required plan check fees, paid in accordance with the prevailing fee schedule in effect at the time of submittal. Details of Project fencing and walls, including materials and colors, shall be provided on the landscape plans. (Building permits may also be required.) The landscape and irrigation plans shall be reviewed and approved by the Planning Division and Engineering Services Department prior to issuance of grading permits, and shall be equivalent or superior to the conceptual landscape plans included as part of the Approved Plan set, to the satisfaction of the Planning Division. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and

standards outlined in Article 62 (Landscape Standards) of the Escondido Zoning Code, except where stricter requirements are imposed by the State of California.

- b. Screening walls, retaining walls, storm improvements, and landscaping (i.e. planting and irrigation) is to be provided prior to final occupancy, to the satisfaction of the Director of Development Services.
- 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. Specific Planning Division Conditions:**

- 1. Setbacks along Street "E" shall be subject to R-1 zoning code standards for front (min. 20' to garage, 15' to residence) and street side (10' minimum) setbacks for any structures/fencing. Front-facing garages require a min. 20' setback.
- 2. The Project shall be managed by a professional management company. A self-managed Home Owners Association ("HOA") shall not be allowed. This prohibition against a self-managed HOA must be reflected in the Project Covenants, Conditions, and Restrictions ("CC&Rs").
- 3. The storm water basin and any fencing associated with the basin shall be maintained by the Project HOA. The basin and landscaping shall be design to be a visual amenity for the Project with an appropriate mix of shrubs, ground cover and grasses. If fencing is provide to restrict access to the basin, the fencing shall be an open decorative design (e.g., tubular steel, split rail or other type of decorative fencing). The height of any fencing associated with the basin shall not exceed 42 inches in height unless it maintains minimum R-1 setback requirements and or as shown on the concept landscape plan, and shall not limit sight distance at intersections and driveways.
- 3. The future homes shall be subject to Staff Design Review and associated Design Review application/fees.
- 4. The design of the future homes shall be in substantial conformance with the architectural styles, materials and design guidelines detailed in the Northeast Gateway Specific Plan (as amended by this Project), to include enhanced rear elevations of highly visible units, varying roof treatment, as determined by the Director of Development Services.

5. Any fencing proposed on individual lots shall be generally located at the top of slope to the satisfaction of the Planning Division to ensure that no views will be unreasonably obstructed. Fence materials shall comply with plans described in the Specific Plan.
6. No street names are part of this approval. A separate request shall be submitted as part of the Final Map review.
7. The proposed open space Lot "J" and other relevant open space lots shall not preclude the future use of Rural Trail "R6" identified in the Northeast Gateway Open Space Plan. Appropriate notes shall be included in the final map and CC&Rs to identify this proposed trail.
8. Prior to the issuance of a building permit, the applicant shall prepare exterior-to-interior noise report completed by a qualified acoustical consultant for the proposed residential units. The report shall also assume a "windows-closed" condition with vehicles traveling along the adjacent roadways in accordance with the identified speed limit. The report would determine the predicted interior noise levels for the units. If predicted noise levels are found to be in excess of 45 CNEL, the report would identify architectural materials or techniques to be included in project design plans to reduce noise levels to 45 CNEL.
9. Noise walls in excess of eight feet in height, where required, shall be constructed with berms such that exposed wall heights shall be no greater than eight feet and the remainder of the height achieved within a landscaped berm. (FEIR Mitigation Measure and Project Design Feature).
10. Roof planes, front setbacks and orientation for new homes on lots adjacent to public circulation roads (East Valley Parkway) and parkland shall be varied so as to avoid creating a uniform appearance from the street or public parkland. (FEIR Mitigation Measure).
11. Prior to the onset of construction, the project proponent shall coordinate with the City of Escondido to implement a traffic/safety control plan designed to avoid or reduce short-term construction-related delays associated with proposed sewer and circulation improvements to area streets, both on- and off-site. The plan shall be approved by the City Engineer and shall address the preservation of access to and from adjacent properties as well as traffic control and safety. (FEIR Mitigation Measure)
12. The applicant shall comply with all terms and conditions detailed in the Development Agreement.
13. The development shall incorporate the Project Design Features and Regulatory Compliance Measures listed in Table 2 of the Addendum to the FEIR.
14. The applicant shall comply with the respective Northeast Gateway Specific Plan Grading, Landscape, and Design Guidelines to ensure that significant visual impacts are reduced to the extent feasible. The SPA mitigation requirements for architectural and site design, housing density and arrangement, housing types, facade textures, lighting, fencing, circulation and comprehensive grading and landscaping plans shall be applied (Mitigation Measure from FEIR).
15. Phasing Plan – Prior to the recordation of the Final Map, the Developer shall submit and obtain City approval of a Public Improvement Phasing Plan to identify the construction phasing of the

public improvements within the project. Building permits may not be obtained for any unit if the improvement necessary to serve the units as shown on the approved Phasing Plan have not been completed, to the satisfaction of the Director of Development Services.

- 16. MM-BIO-1** Mitigation for direct impacts to coastal sage scrub habitat is required per the mitigation ratios outlined in the MHCP (SANDAG 2003). The mitigation ratio for impacts to coastal sage scrub located outside of an FPA is 1:1, resulting in a project mitigation requirement of 0.59 acre. Mitigation involving preservation of in-kind habitat must be located within an FPA. For the project, mitigation for impacts to coastal sage scrub would occur through the preservation of the 1.78 acres of coastal sage scrub habitat located within the on-site FPA with a conservation easement or other conservation mechanism.

Prior to clearing activities or recordation of a final map, the Developer shall submit a conservation easement to the City and Agencies for review and approval. Subject to concurrence with the City and Agencies, the Developer may initiate construction activities and record the final map prior to approval of the conservation easement by putting in place a deed restriction (i.e., Restrictive Covenant or Notice of Conditions or similar restrictive document) on the proposed open space lot to identify the lot as permanent open space and not subject to construction activities. The form and language of the deed restriction shall be approved by the City of Escondido and the California Department of Fish and Wildlife. Prior to the issuance of the first building permit, the final conservation easement shall be recorded and the deed restriction removed from the title.

Prior to Final Map, the applicant shall place all natural open space in a dedicated conservation easement with an irrevocable offer of dedication to the City of Escondido. The conserved lands shall be managed by an entity experienced in natural lands management. The wildlife agencies will be designed as third-party beneficiaries. The habitat manager shall provide assurances that management and monitoring of the open space occurs in perpetuity.

- 17. MM-BIO-2a** Per the City Municipal Code Section 33-1068.C (2)(a), any mature tree that will be removed will be replaced at a 1:1 ratio and any protected tree that will be removed will be replaced at a 2:1 ratio. The preferred replacement is a tree(s) of equal size and caliper, per Section 33-1069 (b)(4). The minimum mitigation planting requirements for the removal of 119 mature trees (1:1 replacement ratio) and 64 protected trees (2:1 replacement ratio) is 247 trees. This number of trees can either be incorporated into the post development landscape and/or mitigated by a contribution to an in-lieu fee to the City of Escondido (Dudek 2022).

- 18. MM-BIO-2b** Tree protection measures shall be incorporated into the project design as outlined in Appendix E of the Northeast Gateway Project Tree Inventory and Arborist Report (Dudek 2022). These measures include tree protection measures prior to construction (fencing/signage pre-construction meeting), protection and maintenance measures during construction (avoidance, equipment operations/storage, storage and disposal of supplies and materials, moving of construction materials, grade changes, trenching, irrigation, canopy pruning, periodic washing of foliage, and inspection by ISA Certified Arborist), and maintenance measures after construction (mulch application, pruning, watering, spraying and monitoring).

- 19. MM-BIO-3a** Prior to issuance of grading permits, the following shall be identified on the grading plan: A qualified biologist shall determine if any active avian nests occur on or in the immediate vicinity of the project site if construction is set to commence or continue into the breeding season of raptors, coastal California gnatcatcher, southern rufous-crowned sparrow, and/or general avian species covered under the Migratory Bird Treaty Act (January 1 to September 1). If active nests of any of these sensitive bird species, raptors, or other general avian species are found, the appropriate buffer setback for the particular species nesting (200 feet for general avian species and 500 feet for special status species and raptors) shall be established and the area within this buffer setback shall not be disturbed until after September 1 or until the nest becomes inactive.

If project construction cannot avoid the breeding season of January 1 through September 1, a qualified biologist shall survey potential nesting vegetation (e.g., trees, shrubs, open areas) within the project site for nesting birds prior to commencing any project activity. Surveys shall be conducted at the appropriate time of day, no more than seven days prior to vegetation removal or disturbance. Documentation of surveys and findings shall be submitted to the City for review and concurrence prior to conducting any project activities. If no nesting birds are observed and concurrence was received, project activities may begin. If an active bird nest is located, the nest site shall be demarcated a minimum of 200 feet (500 feet for special status species and raptors) in all directions on-site, and this area shall not be disturbed until after September 1 or until the nest becomes inactive. If threatened or endangered species are observed within 500 feet of the work area, no work shall occur during the breeding season (January 1 through September 1) to avoid direct or indirect (noise) take of listed species.

- 20. MM-BIO-3b** Lighting for the project where adjacent to the FPA shall be shielded and/or directed away from the FPA open space area. Understanding that some species rely on darkness for shelter, feeding patterns, migrating, the areas adjacent to the FPA would be especially sensitive to light exposure in order to retain native characteristics. Placement and use of lighting associated with the project shall be designed to be shielded and directed downward to minimize light pollution of adjacent FPA lands and accommodate the habits of nocturnal species that prefer to move and forage in darkness.
- 21. MM-BIO-3c** Per the MHCP and City's Draft Subarea Plan, new residential development located adjacent to an FPA must incorporate Zone 1 areas on the development pad and brush management zone 2 areas outside the limits of the FPA (SANDAG 2003; City of Escondido 2001).
- 22. MM-BIO-3d** No invasive non-native plant species shall be introduced into areas adjacent to the FPA. The planting palette depicted on the landscape plans for the slopes and landscaped areas adjacent to the FPA shall not include any invasive or non-native plant species.
- 23. MM-BIO-3e** All new developed areas adjacent to the FPA must not drain directly into the FPA. All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials and other elements that might degrade or harm the natural environment or ecosystem processes within the FPA. This can be accomplished using a variety of methods including natural detention basins, grass swales, or mechanical trapping devices. These systems should be maintained regularly to ensure proper functioning. Maintenance should include dredging out sediments if needed, removing exotic plant materials, and adding chemical-neutralizing compounds (e.g., clay compounds) when necessary and appropriate.

- 24. MM-BIO-3f** New development adjacent to the FPA is required to provide appropriate barriers (e.g., non-invasive vegetation, rocks/boulders, fences, walls, and/or signage) along the FPA boundaries to direct any public access to appropriate locations and reduce domestic animal predation.
- 25.** No temporary storage or stockpiling of construction materials will be allowed within dedicated natural open space/conservation areas, and all staging areas for equipment and materials will be located as far from open space as possible. Staging areas and construction sites will be kept free of trash, refuse and other waste. (FEIR Mitigation Measure)
- 26.** Prior to commencement of clearing or grading activities, a biological monitor will flag the boundaries of the natural open space/conservation area and staking will be installed to prevent construction-related disturbance from occurring outside the limits of the impact area. An approved biological monitor will conduct a pre-construction meeting with the construction crew prior to ground-disturbing activities to inform members of the crew importance and sensitivity of the open space and sensitive species. The biological monitor will approve the flagging and staking prior to clearing and will be present during the clearing and grubbing of the vegetation. (FEIR Mitigation Measure)
- 27.** Temporary fencing will be installed in all locations where construction activities will be minimized by the inclusion of permanent fences along the backyards of residential lots adjacent to natural open space. No gates allowing access to natural open space from backyards will be allowed and fencing will prevent domestic pets from entering open space to the maximum extent practicable. Barriers along the preserve boundary will direct public access to appropriate entrance locations. (Mitigation Measure from FEIR)
- 28.** During grading and construction adjacent to dedicated open space, a biological monitor will monitor adjacent habitat for excessive accumulation of dust and other disturbances such as erosion. Erosion control devices will be monitoring during rain events to ensure that topsoil, dirt and other materials are not washing into open space or causing erosion in on-site drainages. If significant amounts of dust are observed to be impacting the open space, corrective measures, such as spraying with water to control dust, will be implemented. (Mitigation Measure from FEIR)
- 29.** Temporary fencing will be installed in locations where construction activities are within 100 feet of open space. The fencing installation will occur within the impact and will not impact vegetation within open space. All fencing will remain in place until the completion of clearing, grading and construction activities. (Mitigation Measure from FEIR)
- 30.** Permanent fencing shall be included along the backyards of residential lots adjacent to open space. No gates allowing access to open space from the backyards will be allowed and fencing will prevent domestic pets from entering open space to the maximum extent practicable. Barriers along the preserve boundary will direct public access to appropriate entrance locations. (Mitigation Measure from FEIR)
- 31.** The limits of brush management zones adjacent to dedicated natural open space/preserve area will be permanently marked to minimize encroachment of brush removal or alteration in the open

space. Brush management limits will be enforced in the Covenants, Codes and Restrictions (CC&Rs) for the Project. (Mitigation Measure from FEIR)

**32.** Exotic plant species that cannot be used in any landscaped areas within the project site include those species on Lists A and B of the California Exotic Pest Plant Council's List of Exotic Pest Plants of Greatest Ecological Concern in California as of October 1999. This list includes species such as pepper trees, pampas grass, fountain grass, ice plant, myoporum, block locust, capeweed, tree of heaven, periwinkle, sweet alyssum, English ivy, Scotch broom, and Spanish broom. (Mitigation Measure from FEIR)

**33. MM-CR-1.** Prior to the issuance of a grading permit, the Applicant shall enter into a Tribal Cultural Resource Treatment and Monitoring Agreement (also known as a Pre-Excavation Agreement) with a tribe that is traditionally and culturally affiliated with the Project Location ("TCA Tribe"). The purposes of the agreement are (1) to provide the Applicant with clear expectations regarding tribal cultural resources, and (2) to formalize protocols and procedures between the Applicant/Owner and the TCA Tribe for the protection and treatment of, including but not limited to, Native American human remains, funerary objects, cultural and religious landscapes, ceremonial items, traditional gathering areas and cultural items, located and/or discovered through a monitoring program in conjunction with the construction of the Project, including additional archaeological surveys and/or studies, excavations, geotechnical investigations, grading, and all other ground-disturbing activities. The agreement shall incorporate, at a minimum, the performance criteria and standards, protocols, and procedures set forth in mitigation measures MM-CR-2 through MM-CR-10, and the following information:

- Parties entering into the agreement and contact information.
- Responsibilities of the Property Owner or their representative, archaeological monitors, and tribal monitors.
- Project grading and development scheduling, including determination of authority to adjust in the event of unexpected discovery, and terms of compensation for the monitors, including overtime and weekend rates, in addition to mileage reimbursement.
- Requirements in the event of unanticipated discoveries, which shall address grading and grubbing requirements including controlled grading and controlled vegetation removal in areas of cultural sensitivity, analysis of identified cultural materials, and on-site storage of cultural materials.
- Treatment of identified Native American cultural materials.
- Treatment of Native American human remains and associated grave goods.
- Confidentiality of cultural information including location and data.
- Negotiation of disagreements should they arise.
- Regulations that apply to cultural resources that have been identified or may be identified during project construction.

**34. MM-CR-2.** Prior to issuance of a grading permit, the Applicant shall provide written verification to the City that a qualified archaeologist and a Native American monitor associated with a TCA Tribe have been retained to implement the monitoring program. The archaeologist shall be responsible for coordinating with the Native American monitor. This verification shall be presented to the City in a letter from the Project archaeologist that confirms the selected Native American

monitor is associated with a TCA Tribe. The City, prior to any pre-construction meeting, shall approve all persons involved in the monitoring program.

- 35. MM-CR-3.** The qualified archaeologist and a Native American monitor shall attend all applicable pre-construction meetings with the General Contractor and/or associated subcontractors to explain and coordinate the requirements of the monitoring program.
- 36. MM-CR-4.** During the initial grubbing, site grading, excavation or disturbance of the ground surface (including both on- and off-site improvement areas), the qualified archaeologist and the Native American monitor shall be present full-time. If the full-time monitoring reveals that the topsoil throughout the Project impact area (both on and off-site) has been previously removed during the development of the roads and buildings within the Project area, then a decrease of monitoring to part-time monitoring or the termination of monitoring can be implemented, as deemed appropriate by the qualified archaeologist in consultation with the Native American monitor. The frequency of subsequent monitoring shall depend on the rate of excavation, the materials excavated, and any discoveries of tribal cultural resources as defined in California Public Resources Code Section 21074. The qualified archaeologist, in consultation with the Native American monitor, shall be responsible for determining the duration and frequency of monitoring considering these factors. Archaeological and Native American monitoring will be discontinued when the depth of grading and soil conditions no longer retain the potential to contain cultural deposits (i.e., soil conditions are comprised solely of fill or granitic bedrock).
- 37. MM-CR-5.** In the event that previously unidentified tribal cultural resources are discovered, all work must halt within a 100-foot radius of the discovery. The qualified archaeologist and the Native American monitor shall evaluate the significance of the find and shall have the authority to modify the no-work radius as appropriate, using professional judgment. The qualified archaeologist and Native American Monitor shall consider the criteria identified by California Public Resources Code sections 21083.2(g) and 21074, and CEQA Guidelines sections 15064 and 15064.5(c) in determining the significance of a discovered resource. If the professional archaeologist and Native American monitor determine that the find does not represent a culturally significant resource, work may resume immediately, and no agency notifications are required. Isolates and clearly non-significant deposits shall be documented in the field and collected and monitored grading can immediately proceed. All unearthed archaeological resources or tribal cultural resources shall be collected, temporarily stored in a secure location, and repatriated for later reburial on the project site, pursuant to the terms of the Pre-Excavation Agreement.
- 38. MM-CR-6.** If the qualified archaeologist and Native American monitor determine that the find does represent a potentially significant tribal cultural resource, considering the criteria identified by California Public Resources Code sections 21083.2(g) and 21074, and CEQA Guidelines sections 15064 and 15064.5(c), the archaeologist shall immediately notify the City of said discovery. The qualified archaeologist, in consultation with the City, the consulting TCA Tribe(s), and the Native American monitor, shall determine the significance of the discovered resource. A recommendation for the tribal cultural resource's treatment and disposition shall be made by the qualified archaeologist in consultation with the TCA Tribe(s) and be submitted to the City for review and approval. If the find is determined to be a Tribal Cultural Resource under CEQA, as defined in California Public Resources Code Section 21074(a) through (c), appropriate treatment measures will be implemented. Work may not resume within the no-work radius until the City,

through consultation as set forth herein, determines either that: 1) the discovery does not constitute a Tribal Cultural Resource under CEQA, as defined in California Public Resources Code Section 21074(a) through (c); or 2) the approved treatment and disposition measures have been completed.

- 39. MM-CR-7.** All sacred sites, significant tribal cultural resources, and unique archaeological resources encountered within the Project area shall be avoided and preserved as the preferred mitigation. The avoidance and preservation of the significant tribal cultural resource or unique archaeological resource must first be considered and evaluated in consultation with the TCA Tribe(s) as required by CEQA and in compliance with all relevant mitigation measures for the Project. If any significant tribal cultural resource or unique archaeological resource has been discovered and such avoidance or preservation measure has been deemed to be infeasible by the City's Director of Development Services (after a recommendation is provided by the qualified archaeologist, in consultation with the TCA Tribe(s), making a determination of infeasibility that takes into account the factors listed in California Public Resources Code sections 21061.1, 21081(a)(3), and CEQA Guidelines section 15091, and in accordance with all relevant mitigation measures for the Project), then culturally appropriate treatment of those resources, including but not limited to funding an ethnographic or ethnohistoric study of the resource(s), and/or developing a research design and data recovery program to mitigate impacts shall be prepared by the qualified archaeologist (using professional archaeological methods), in consultation with the TCA Tribe and the Native American monitor, and shall be subject to approval by the City. No artifact sampling for analysis is allowed, unless requested and approved by the consulting TCA Tribe(s). Before construction activities are allowed to resume in the affected area, the research design and data recovery program activities must be concluded to the satisfaction of the City.
- 40. MM-CR-8.** As specified by California Health and Safety Code section 7050.5, if human remains are found on the Project site during construction or during archaeological work, the person responsible for the excavation, or his or her authorized representative, shall immediately notify the San Diego County Coroner's office. Determination of whether the remains are human shall be conducted on site and in situ where they were discovered by a forensic anthropologist, unless the forensic anthropologist and the Native American monitor agree to remove the remains to a temporary off-site location for examination. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the Coroner has made the necessary findings as to origin and disposition. A temporary construction exclusion zone shall be established surrounding the area of the discovery so that the area would be protected, and consultation and treatment could occur as prescribed by law. If the Coroner determines the remains are Native American and not the result of a crime scene, the Coroner will notify the NAHC, which then will designate a Native American Most Likely Descendant (MLD) for the project (California Public Resources Code § 5097.98) for proper treatment and disposition in accordance with California Public Resources Code section 5097.98. The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. If the City does not agree with the recommendations of the MLD, the NAHC can mediate (California Public Resources Code § 5097.94). If no agreement is reached, the remains shall be kept in situ, or reburied in a secure location in close proximity to where they were found and where they will not be further disturbed (California Public Resources Code § 5097.98). Work may not resume within the no work radius until the lead agency, through consultation as appropriate, determines that the treatment measures have been completed to

their satisfaction. The analysis of the remains shall only occur on site in the presence of the MLD, unless the forensic anthropologist and the MLD agree to remove the remains to an off-site location for examination.

- 41. MM-CR-9.** If the qualified archaeologist elects to collect any tribal cultural resources, the Native American monitor must be present during any cataloging of those resources. Moreover, if the qualified archaeologist does not collect the cultural resources that are unearthed during the ground-disturbing activities, the Native American monitor may, at their discretion, collect said resources for later reburial on the Project site or storage at a local curation facility. Any tribal cultural resources collected by the qualified archaeologist shall be repatriated to the TCA Tribe for reburial on the Project site. Should the TCA Tribe(s) decline the collection, the collection shall be curated at the San Diego Archaeological Center. All other resources determined by the qualified archaeologist, in consultation with the Native American monitor, to not be tribal cultural resources, shall be curated at the San Diego Archaeological Center.
- 42. MM-CR-10.** Prior to the release of the grading bond, a monitoring report and/or evaluation report, if appropriate, that describes the results, analysis, and conclusions of the archaeological monitoring program and any data recovery program on the Project site, shall be submitted by the qualified archaeologist to the City. The Native American monitor shall be responsible for providing any notes or comments to the qualified archaeologist in a timely manner to be submitted with the report. The report will include California Department of Parks and Recreation Primary and Archaeological Site Forms for any newly discovered resources. A copy of the final report will be submitted to the South Coastal Information Center after approval by the City.
- 43. MM-CR-11.** Preservation of Milling Feature 5. The relocation of the feature will be agreed upon by the City and the Rincon Band in consultation with the applicant. All efforts should be made to preserve the outcrop as one piece. If the boulder is too large to move in one piece, a concerted effort shall be made to preserve as many milling elements as possible.
- 44.** As a condition of project approval, the project developer shall ensure that all future property owners and residents within the mapped dam inundation area receive written notice to this effect. (Mitigation Measure from FEIR)
- 45.** As a condition of project approval, the project developer shall provide written notice to each future homeowner/resident of an approved evacuation route to be utilized in the unlikely event of a dam failure. (Mitigation Measure from FEIR)
- 46.** Prior to any approval for development within the Northeast Gateway SPA, including the proposed Eureka Ranch TM site, the City of Escondido shall provide assurance that the structural integrity of the Lake Wohlford Dam meets the standards established by the Division of Safety of Dams (DOSD). (Mitigation Measure from FEIR)
- 47.** Prior to any grading or disturbance of areas previous supporting agricultural activities, the project proponent shall properly dispose of all construction debris noted in the Phase 1 ESA. The ground surface shall be inspected following remove of trash to verify that hazardous substances in the trash pile(s) have not impacted soil. Documentation shall be provided by the City of Escondido

verifying the inspection results and any additional soil testing for potential contamination (e.g., pesticides). (Mitigation Measure from FEIR)

48. Prior to any grading or disturbance of the site, the contents of all 55-gallon unmarked drums, located in the southwest corner of the fertilizer barn should be verified to confirm that chemicals or hazardous waste are not contained within. Upon verification, the containers shall be removed and properly disposed of. Documentation shall be provided to the City of Escondido verifying proper removal and disposal. (Mitigation Measure from FEIR)
49. Prior to any grading or disturbance of the site, the project proponent shall submit documentation to the City of Escondido showing that the contents of all above ground storage tanks (ASTs) and smudge pots have been emptied of gasoline and diesel #2 and that fuel properly disposed of and ASTs cleaned. Following removal of all ASTs and smudge pots, documentation shall also be provided to show that impacted soil has been properly excavated and disposed of at an offsite treatment, storage, and disposal facility by a licensed contractor and that confirmation soils samples have been taken to verify removal of all impacted soils to the extent practicable. (Mitigation Measure from FEIR)
50. To avoid or reduce exposure to organochlorine pesticide compounds from exposure through inhalation, ingestion and dermal contact, preventative measures shall be employed to control fugitive dust, vapors, erosion and any off-site migration of pesticide contaminated soil. Contamination is most likely to occur during grading, trenching, drilling or other construction activities for the purpose of site development. Effective dust control is usually the most important measure used to reduce public exposure to these types of contaminants. Any activity generating dust emission should immediately be stopped if excessive off-site migration of dust is detected. (Mitigation Measure from FEIR).
51. The Tentative Map submitted for certification shall demonstrate conformance with the Specific Plan minimum lot size and lot width requirements.

#### **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 Conditions of Approval:**

##### **GENERAL**

1. Prior to recordation of the Final Map, the applicant shall provide the City Engineer with a Subdivision Guarantee and 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, private storm drain infrastructure, 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 and submitted digitally with the second plan check of the Grading Plans.
4. As surety for the construction of required off-site and/or on-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the developer with the City of Escondido prior to the approval of the Final Map and Grading Plan. 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 with a maximum of \$50,000.00 unless a higher amount is deemed necessary by the City Engineer. 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. The developer shall be responsible for acquiring all adequate off-site land, easements or rights-of-way in order to construct required improvements.
6. No Building Permits except for approved Model homes shall be issued for any construction within this Subdivision until the Final Subdivision Map is recorded and either:
  - a) All conditions of the Tentative Subdivision Map have been fulfilled: or
  - b) Those conditions unfulfilled at the time of an application for Building Permits shall be secured and agreements executed in a form and manner satisfactory to the City Attorney and City Engineer.
7. 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.
8. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be determined by and corrected to the satisfaction of the City Engineer.
9. The Developer's engineer shall submit to the Planning Division a copy of the Tentative Subdivision Map as presented to the Planning Commission and the City Council. The Tentative Subdivision Map will be signed by the Planning Division verifying that it is an accurate reproduction of the approved Tentative Subdivision Map and must be included in the first submittal for plan check to the Engineering Department.

10. The project shall satisfy the City Engineer that all existing easements that are necessary to be vacated and any interest from other property owners, agency's or utility companies has been abandoned prior to the approval of the Final Map
11. The project shall grant any and all easements required to ensure all the existing parcels within and adjacent to the subdivision have legal and adequate access that meets City of Escondido standards to a dedicated public street.
12. The project shall provide continuous, paved and safe access to all existing property owners during all phases of the project subject to approval from the Fire 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 first 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. Prior to first occupancy the developer shall construct street improvements, including but not limited to, concrete curb, gutter, sidewalk, street lights, street trees, paving and base on the following streets within and adjoining the project boundary:

#### **STREET**

East Valley Parkway  
Ambersweet Way  
Beven Drive  
Foxly Drive  
Public Streets A – E  
Valle Lindo Drive

#### **CLASSIFICATION**

Prime Arterial (106'/126')  
Residential Street (36'/60')  
Residential Street (36'/76')  
Residential Street (36'/60')  
Residential Street (36'/60')  
Residential Street (28'/43')

See appropriate typical sections in the current Escondido Design Standards for additional details.

3. Improvement plans prepared by a Civil Engineer are required for all public street and utility improvements.
4. All on-site failing sections of asphalt driveway and concrete gutter must be repaired and/or replaced to the satisfaction of the City Engineer.
5. The address of each lot/dwelling unit shall either be painted on the curb or, where curbs are not available, posted in such a manner that the address is visible from the street. In both cases, the address shall be placed in a manner and location approved by the City Engineer.
6. All on-site roads and parking areas shall be public. Typical sections and design details shall be to the satisfaction of the City Engineer and Director of Development Services. The public street improvements shall include, but not be limited to, the construction of concrete curb and gutter, sidewalks, street lights, asphalt paving and base.
7. All cul-de-sacs shall conform to the current Escondido Design Standards.

8. The developer will be required to provide a detailed detour and traffic control plan, for all construction within existing rights-of-way, to the satisfaction of the Traffic Engineer and the Field Engineer. This plan shall be approved prior to the issuance of an Encroachment Permit for construction within the public right-of-way.
9. The developer's engineer shall prepare a complete signing and striping plan for all improved and modified roadways. The developer's contractor shall complete all necessary removal of existing striping and signage and shall install all new signing and striping per the approved plans and as directed by the Field Engineer.
10. The project is subject to the vacation of public rights-of-way within or adjoining the project boundary. Specific areas to be vacated shall be determined to the satisfaction of the City Engineer. The street vacation must be approved by the City Council prior to recordation of the Final Map. The developer shall be responsible for relocation of all existing utilities within this street vacation.
11. The developer may be responsible for an overlay of Ambersweet Way, Beven Drive and Foxly Lane due to the anticipated heavy construction traffic and the many utility trenches necessary to serve this project. The determination of the extent of the overlay shall be to the satisfaction of the City Engineer.
12. Adequate horizontal sight distance shall be provided at all street intersections. Increased parkway widths, open space easements, and restrictions on landscaping shall be provided for adequate sight distance and subject to approval of the City Engineer.
13. The developer shall be required to construct an emergency access road to the satisfaction of the City Engineer and City Fire Marshal.
14. The proposed street system shall be designed to align with other existing intersections to the satisfaction of the City Engineer.
15. The project shall be designed to comply with the maximum grade of intersecting streets of 6% per the Escondido Design Standards.
16. Pedestrian access routes shall be provided into the project to the satisfaction of the City Engineer.
17. All gated entrances shall be designed and improved to the satisfaction of the City Engineer.
18. The developer shall install trash capture devices on existing storm drain inlets along the project's frontage to the satisfaction of the City Engineer.
19. Prior to first occupancy, the Developer shall reconstruct the median on Beven Drive to provide a 150-foot eastbound left-turn pocket to the intersection with internal Street "E" (Street A identified on TM).
20. Prior to first occupancy, the Developer shall restripe the northbound lanes of E Valley Parkway within the existing pavement between Eureka Drive and El Norte Parkway to provide three northbound through lanes with five-foot buffer lane and five-foot bike lane. The northbound approach to the intersection of E Valley Road and Eureka Drive shall be one left-turn lane, two through lanes, one shared through-right lane, and bike lane.

21. Prior to first occupancy, the Developer shall restripe the northbound approach to the E Valley Road and El Norte Parkway intersection to provide two left-turn lanes, two through lanes, one shared through-right lane, and bike lane.
22. The project shall provide pop out traffic calming measures along Street "A"/proposed Foxley Drive as shown on the tentative map and site plan (Internal Street "E" on Specific Plan). These shall be designed and built per City of Escondido traffic division standards and to the satisfaction of the City Engineer.

## **GRADING**

1. A site grading and erosion control plan prepared by a registered Civil Engineer shall be approved by the Engineering Department. The first submittal of the grading plan shall be accompanied by 1 digital copy 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. 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.
3. Increased cut slope setbacks may be required along the project boundary to avoid disrupting any existing septic systems in the adjoining residential areas and may be required to avoid encountering ground water problems. Actual setbacks to be used will be based on recommendations of the soils engineer. The requirements of the San Diego County Health Department should be consulted in this regard. In lieu of these requirements, or if the County Health Department requirements cannot be met, the developer must arrange to connect adjoining existing dwelling units, now on private septic systems, to the public sewer system. In this regard, the developer will be required to make necessary arrangements for all main extensions, easements, and payment of all connection and permit fees. It shall be the responsibility of the developer to pay all plan check and inspection fees required by the San Diego County Health Department.
4. Cut slope setbacks shall be of sufficient width to allow for construction of all necessary screen walls and/or brow ditches.
5. The developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.
6. A Construction General Permit is required from the State Water Resources Control Board for all storm water discharges associated with a construction activity where clearing, grading, and excavation results in a land disturbance of one or more acres.
7. Lot drainage shall meet the requirements of current Escondido Design Standards, to the satisfaction of the City Engineer, and shall include the construction of necessary brow ditches.
8. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.

9. All existing foundations and structures, other than those designated "to remain" on the Tentative Map, shall be removed or demolished from the site.
10. Unless specifically permitted to remain by the County Health Department, all existing wells within the project or affected by the off-site improvements shall be abandoned and capped, and all existing septic tanks within the project or affected by the off-site improvements shall be pumped and backfilled per County Health Department requirements.
11. The developer will be required to obtain permission from adjoining property owners for any off-site grading and slopes necessary to construct the project and/or the required improvements.
12. All driveway grades shall conform to current Escondido Design Standards and Escondido Standard Drawings.
13. All lot lines shall be located at the top of slope unless otherwise approved by the City Engineer.
14. All proposed retaining 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 their report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by the Regional or City Standard Drawings. The cost of any independent third-party review deemed necessary by the City Engineer shall be reimbursed by the developer. Retaining walls or deepened footings that are to be constructed as part of building structure will be permitted as part of the Building Department plan review and permit process.
15. Trash enclosures shall be constructed to comply with storm water quality management requirements to the satisfaction of the City Engineer.

## **DRAINAGE**

1. Final on-site and off-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a drainage study to be prepared by the Engineer of Work. The drainage study shall be in conformance with the City of Escondido Design Standards and shall include concrete outlet structures within the proposed detention basins.
2. There shall be an on-site public bypass storm drain system conveying all runoff from offsite to a connection with the existing City of Escondido public storm drain system. There shall also be an on-site private storm drain system conveying any on-site runoff to the proposed treatment and detention basins. Each storm drain system shall be noted clearly on all plan sets submitted to the Engineering Department and shall meet City of Escondido public standards for design and construction. The responsibility for maintenance of the on-site private storm drain system shall be that of the developer and home owner's association. Provisions stating this shall be included in the CC&Rs with exhibits and shall be clearly indicated on all plan sets. The on-site public bypass storm drain system shall be maintained by the City of Escondido.
3. Drainage facilities shall be provided at the toe of all commonly maintained large slope areas to intercept irrigation runoff approaching the individual lots.

4. The project shall limit drainage flows to their pre-construction rates. Details and calculations for the detention basin shall be submitted and approved as part of the grading plan check.
5. A Storm Water Quality Management Plan (SWQMP) in compliance with the City's latest adopted Storm Water Design Manual shall be prepared for all newly created or replaced onsite impervious areas, impervious frontage, and required offsite improvements. The SWQMP shall be submitted for approval with the final improvement and grading plans. The SWQMP shall include treatment calculations, post-construction storm water treatment measures, and maintenance requirements.
6. All site drainage with emphasis on the roadway, parking, and driveway areas shall be treated to remove expected contaminants using a high efficiency non-mechanical method of treatment. The City highly encourages the use of bio-retention areas as the primary method of storm water retention and treatment. The landscape plans will need to reflect these areas of storm water treatment.
7. Site Design and Source Control Best Management Practices (BMPs) shall be implemented to the maximum extent practicable. Downspouts from buildings shall be directed to landscaping to allow the infiltration of runoff into the ground. Where feasible, runoff from the hardscape areas shall be directed to landscaped areas to allow infiltration into the ground.
8. The developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement.

#### **WATER SUPPLY**

1. The Developer is required at their sole expense to design and construct a looped 8-inch public water main. This 8-inch water main shall connect to the existing 12-inch water main in Ambersweet Way south of the project. The developer shall loop the 8-inch water main in Public Street A through the project and connect to the existing 8-inch water main in Lake Wohlford Road. An 8-inch water main shall also be designed and constructed to serve all new and existing single-family residences as approved on the tentative map and site plan. A minimum 20-foot public utility easement shall be granted to the City of Escondido through Open Space F. The 8-inch water main shall be designed and constructed in accordance with the current City of Escondido Design Standards and Standard Drawings and to the satisfaction of the Utilities Engineer.
2. Fire hydrants together with an adequate water supply shall be installed at locations approved by the Fire Marshall. Fire hydrants shall connect to a minimum 8-inch water main.
3. The final locations and sizing of all required water mains, water services, fire hydrants, detector check assemblies, and other water appurtenances shall be designed and installed to the satisfaction of the Director of Utilities and the Utilities Engineer.
4. All on-site water lines and backflow prevention devices beyond the City water meter or DCA shall be considered a private water system. The property owner shall be responsible for all maintenance of these water lines and appurtenances.
5. A 1-inch minimum water service, 1-inch water meter, and backflow prevention device shall be required for domestic water supply per City of Escondido Design Standards and Standard Drawings.

Water meters and backflow prevention devices shall not be installed within a driveway apron or on private drive areas.

6. No trees or deep-rooted bushes shall be planted within 10-feet of any water mains.
7. There shall be no permanent structures located within the City's Public utility Easements.
8. Improvement plans for all proposed water mains shall be prepared by a Civil Engineer and submitted to the City of Escondido for review and approval.
9. All public water mains shall be located under asphalt or concrete pavement and not under curbs, gutters, medians or sidewalks.
9. Backflow prevention assemblies are private and shall be maintained by the homeowner in accordance with Escondido design standards. Backflows shall be located directly behind the public meter.
10. Any water services to be replaced, reconnected or relocated as a part of this project shall be replaced in entirety from the public water main to the public water meter to the satisfaction of the Utilities Engineer and Water Distribution Department.
11. Any fire hydrants to be replaced, reconnected or relocated as a part of this project shall be replaced in entirety from the public water main to the fire hydrant per the satisfaction of the Utilities Engineer and Water Distribution
13. The Developer shall disconnect at the public main, all water services and fire hydrants laterals to be abandoned, to the satisfaction of the Utilities Engineer and Water Distribution Department.

## **SEWER**

1. The Developer is required at their sole expense to design and construct an 8-inch sewer main. This 8-inch sewer main shall begin north of the project's northerly property line in Proposed Foxley Drive and connect to the existing 8-inch sewer main in Beven Drive. An 8-inch sewer main shall be designed and constructed to serve all new and existing single-family residences as approved on the tentative map and site plan. A minimum 20-foot sewer easement shall be granted to the City of Escondido through open space B. A minimum 20-foot public utility easement shall be granted to the City of Escondido through open space F. A minimum 20-foot public utility easement shall be granted to the City of Escondido through Open Space L. A minimum 20-foot public utility easement shall be granted to the City of Escondido through Open Space K. The 8-inch sewer main shall be designed and constructed in accordance with the current City of Escondido Design Standards and Standard Drawings and to the satisfaction of the Utilities Engineer.
2. A private 4-inch minimum PVC sewer lateral with a standard clean-out within 18-inches of the Public Utility Easement or ROW shall be constructed for the project and shown on the Improvement and Grading plans. Sewer laterals less than 8-inches in diameter shall connect to the sewer main with a wye or Inserta-Tee.

3. All sewer laterals shall be constructed per current City of Escondido Design Standards and Standard Drawings and per the current Uniform Plumbing Code.
4. No trees or deep-rooted bushes shall be planted within 15-feet of any sewer main or within 10-feet of any sewer lateral. Sewer laterals shall be 5-feet horizontally clear from other utilities.
5. All sewer laterals shall be considered a private sewer system. The property owner shall be responsible for all maintenance of sewer laterals to the public sewer main.
6. Any sewer mains, laterals, and appurtenances shall be designed and constructed per current City of Escondido Design Standards and Standard Drawings, and to the satisfaction of the Utilities Engineer.

### **LANDSCAPE**

1. A site landscaping and irrigation plan shall be submitted to the Engineering Department with the second submittal of the grading plan. The initial submittal of the landscape plans shall include the required plan check fees in effect at the time of the submittal.
2. Permanent landscaping shall be installed along the project frontage and all areas disturbed by the project (including offsite areas). The landscaping, including storm water treatment BMPs, shall be maintained by Home Owners Association. Provisions stating this shall be included in the CC&Rs.

### **FINAL MAP - EASEMENTS AND DEDICATIONS**

1. The developer shall make all necessary dedications (or, if appropriate, offer of dedications) for public rights-of-way on any street contiguous to the project to the satisfaction of the City Engineer.
2. All easements, both private and public, affecting subject property shall be shown and delineated on the Final Map.
3. Necessary public utility easements for sewer, water, storm drain, etc. shall be granted to the City on the Final Map. The minimum easement width is 20 feet. Easements with additional utilities shall be increased accordingly.
4. Vehicular access rights to all lots fronting on Major roads and Prime Arterials shall be relinquished and waived to the City of Escondido.
5. The developer is responsible for making the arrangements to quitclaim all easements of record or parcels which conflict with the proposed development prior to approval of the Final Map. All street vacations shall be accomplished by means of a separate public hearing. 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 Final Map. Building permits will not be issued for lots in which construction will conflict with existing easements, nor will any securities be released until the existing easements are quitclaimed. The initial submittal of the plat and legal shall include the required Street Vacation fee in effect at the time of the submittal.

## **REPAYMENTS AND 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.

## **CC&Rs**

1. Copies of the CC&Rs shall be submitted to the Engineering Department and Planning Department for approval prior to approval of the Final Map.
2. The developer shall make provisions in the CC&Rs for maintenance by the homeowners' association of driveways, parking areas, private utilities (including sewer and water), drainage swales, private storm drains and any common open spaces. These provisions must be approved by the Engineering Department prior to approval of the Final Map.
3. The developer shall make provisions in the CC&Rs for maintenance, repair and access to all brow ditches which pass from one lot through an adjacent lot.
4. The CC&Rs must state that the property owners' association assumes liability for damage and repair to City utilities in the event that damage is caused by the property owners' association when repair or replacement of private utilities is done.
5. The CC&Rs must state that (if stamped concrete or pavers are used in the private street) the homeowners' association is responsible for replacing the stamped concrete or pavers in-kind if the City has to trench the street for repair or replacement of an existing utility.
6. The CC&Rs shall reference the recorded Storm Water Control Facility Maintenance Agreement and the approved Storm Water Quality Management Plan (SWQMP) for the project.

## **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.
2. The developer shall sign a written agreement stating that he/she 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.

## **EXHIBIT "E"**

### **Final Environmental Impact Report and Addendum Resolution No. 2023-20**

Due to the number of pages of Exhibit "E," the following link has been provided to review the documents electronically on the City's web site:

<https://www.escondido.org/northeast-gateway-project>

The link includes the following:

Final Environmental Impact Report for the Northeast Gateway Specific Plan (ER 2001-25)  
Addendum to the FEIR

## EXHIBIT "F"

Resolution No. 2023-20

### MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

#### INTRODUCTION AND SUMMARY

Pursuant to Section 21081.6 of the Public Resources Code and the *California Environmental Quality Act (CEQA) Guidelines* Section 15097, public agencies are required to adopt a monitoring or reporting program to assure that mitigation measures identified in Final Environmental Impact Report (FEIR) applicable to the Project and Addendum to the FEIR are implemented. As stated in Section 21081.6 of the Public Resources Code:

*"... the public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment."*

As defined in the CEQA Guidelines, Section 15097, "reporting" is suited to projects that have readily measurable or quantitative measures or which already involve regular review. "Monitoring" is suited to projects with complex mitigation measures, such as wetland restoration or archaeological protection, which may exceed the expertise of the local agency to oversee, are expected to be implemented over a period of time or require careful implementation to assure compliance. Both reporting and monitoring would be applicable to the proposed project.

#### MITIGATION MATRIX

To sufficiently track and document the status of mitigation measures, a mitigation matrix has been prepared and includes the following components:

- Impact
- Mitigation Measure
- Action
- Timing
- Responsibility

The mitigation matrix is included in Table below. Additionally, the project will be required to adhere to the relevant mitigation measures identified in the FEIR MMRP, project design features and regulatory compliance measures identified in the Addendum and Project Conditions of Approval. The mitigation measures are also included in the Project conditions of approval.

**PROJECT NUMBER / NAME:** PL22-0145, PL22-0146, PL22-0147 and PL23-0032  
(Northeast Gateway Residential 64)

**LOCATION:** The 36.42-acre project site is located east of E. Valley Parkway, south of Lake Wohlford Road, north of Bevin Drive, addressed at 2039, 2047, 2085 and 2089 N. Iris Lane

**ASSESSOR PARCEL NUMBERS (APNS):** 240-011-01-00, -240-011-12-00, 240-011-13-00, 240-020-23-00, 240-020-32-00, 240-020-33-00, a portion of 240-020-21-00 and portion of 240-020-27-00

Northeast Gateway Residential 64 Project Mitigation Monitoring and Reporting Program

Impact	Mitigation Measure	Action	Timing	Responsibility
<b>BIOLOGY</b>				
<b>BIO-1</b> Potential Impacts to CSS.	<p>Mitigation for direct impacts to coastal sage scrub habitat is required per the mitigation ratios outlined in the MHCP (SANDAG 2003). The mitigation ratio for impacts to coastal sage scrub located outside of an FPA is 1:1, resulting in a project mitigation requirement of 0.59 acre. Mitigation involving preservation of in-kind habitat must be located within an FPA. For the project, mitigation for impacts to coastal sage scrub would occur through the preservation of the 1.78 acres of coastal sage scrub habitat located within the on-site FPA with a conservation easement or other conservation mechanism.</p> <p>Prior to clearing activities or recordation of a final map, the Developer shall submit a conservation easement to the City and Agencies for review and approval. Subject to concurrence with the City and Agencies, the Developer may initiate construction activities and record the final map prior to approval of the conservation easement by putting in place a deed restriction (i.e., Restrictive Covenant or Notice of Conditions or similar restrictive document) on the proposed open space lot to identify the lot as permanent open space and not subject to construction activities. The form and language of the deed restriction shall be approved by the City of Escondido and the California Department of Fish and Wildlife. Prior to the issuance of the first building permit, the final conservation easement shall be recorded and the deed restriction removed from the title.</p> <p>Prior to Final Map, the applicant shall place all natural open space in a dedicated conservation easement with an irrevocable offer of dedication to the City of Escondido. The conserved lands shall be managed by an entity experienced in natural lands management. The wildlife agencies will be designed as third-party beneficiaries. The habitat manager</p>	<p>Review/approve easement language/coordinate with wildlife agencies</p> <p>Preservation on-site of in-kind habitat within FPA – record conservation easement or other conservation method</p>	Prior to Final Map	Applicant/Land Owner/Project Biologist/Development Services Department/Wildlife Agencies

Impact	Mitigation Measure	Action	Timing	Responsibility
	shall provide assurances that management and monitoring of the open space occurs in perpetuity.			
<b>BIO-2a</b> – Impacts to mature/protected trees	Per the City Municipal Code Section 33-1068.C (2)(a), any mature tree that will be removed will be replaced at a 1:1 ratio and any protected tree that will be removed will be replaced at a 2:1 ratio. The preferred replacement is a tree(s) of equal size and caliper, per Section 33-1069 (b)(4). The minimum mitigation planting requirements for the removal of 119 mature trees (1:1 replacement ratio) and 64 protected trees (2:1 replacement ratio) is 247 trees. This number of trees can either be incorporated into the post development landscape and/or mitigated by a contribution to an in-lieu fee to the City of Escondido (Dudek 2022).	Review/approve grading and landscape plan	Prior to grading permit	Project applicant/owner/project biologist/Development Services Department
<b>BIO-2b</b> – Impacts to mature/protected trees	Tree protection measures shall be incorporated into the project design as outlined in Appendix E of the Northeast Gateway Project Tree Inventory and Arborist Report (Dudek 2022). These measures include tree protection measures prior to construction (fencing/signage pre-construction meeting), protection and maintenance measures during construction (avoidance, equipment operations/storage, storage and disposal of supplies and materials, moving of construction materials, grade changes, trenching, irrigation, canopy pruning, periodic washing of foliage, and inspection by ISA Certified Arborist), and maintenance measures after construction (mulch application, pruning, watering, spraying and monitoring).	Review/approve grading plan and tree protection measures	Prior grading permits	Project applicant/owner/project biologist/Development Services Department

Impact	Mitigation Measure	Action	Timing	Responsibility
<b>BIOLOGICAL RESOURCES</b>				
<b>BIO-3a</b> – Potential impacts to nesting birds	<p>Prior to issuance of grading permits, the following shall be identified on the grading plan: A qualified biologist shall determine if any active avian nests occur on or in the immediate vicinity of the project site if construction is set to commence or continue into the breeding season of raptors, coastal California gnatcatcher, southern rufous-crowned sparrow, and/or general avian species covered under the Migratory Bird Treaty Act (January 1 to September 1). If active nests of any of these sensitive bird species, raptors, or other general avian species are found, the appropriate buffer setback for the particular species nesting (200 feet for general avian species and 500 feet for special status species and raptors) shall be established and the area within this buffer setback shall not be disturbed until after September 1 or until the nest becomes inactive.</p> <p>If project construction cannot avoid the breeding season of January 1 through September 1, a qualified biologist shall survey potential nesting vegetation (e.g., trees, shrubs, open areas) within the project site for nesting birds prior to commencing any project activity. Surveys shall be conducted at the appropriate time of day, no more than seven days prior to vegetation removal or disturbance. Documentation of surveys and findings shall be submitted to the City for review and concurrence prior to conducting any project activities. If no nesting birds are observed and concurrence was received, project activities may begin. If an active bird nest is located, the nest site shall be demarcated a minimum of 200 feet (500 feet for special status species and raptors) in all directions on-site, and this area shall not be disturbed until after September 1 or until the nest becomes inactive. If threatened or endangered species are observed within 500 feet of the work area, no work shall occur during the breeding season (January 1 through September 1) to avoid direct or indirect (noise) take of listed species.</p>	Complete survey/review results. Prepare and approve buffer/setback plan and include on grading plans	Prior to grading permits. Review survey result and approve buffer/setback plan on grading plans.	Applicant/Owner/Project Biologist/Development Services Department

Impact	Mitigation Measure	Action	Timing	Responsibility
<b>BIO-3b</b> – Impacts to open space from lighting	Lighting for the project where adjacent to the FPA shall be shielded and/or directed away from the FPA open space area. Understanding that some species rely on darkness for shelter, feeding patterns, migrating, the areas adjacent to the FPA would be especially sensitive to light exposure in order to retain native characteristics. Placement and use of lighting associated with the project shall be designed to be shielded and directed downward to minimize light pollution of adjacent FPA lands and accommodate the habits of nocturnal species that prefer to move and forage in darkness.	Review and approve lighting/improvement plans	Prior to issuance of improvements plans for street lighting and building plans for homes.	Applicant/Land Owner, Project Engineer/Architect/Development Services Department
<b>BIO-3c</b> – Impact from Wildland Fire Areas	Per the MHCP and City's Draft Subarea Plan, new residential development located adjacent to an FPA must incorporate Zone 1 areas on the development pad and brush management zone 2 areas outside the limits of the FPA (SANDAG 2003; City of Escondido 2001).	Review and approved landscape plan	Prior to issuance of grading permit	Applicant/Land Owner, Landscape Architect, Contractor/Development Services Department
<b>BIO-3d</b> – Impacts from invasive species	No invasive non-native plant species shall be introduced into areas adjacent to the FPA. The planting palette depicted on the landscape plans for the slopes and landscaped areas adjacent to the FPA shall not include any invasive or non-native plant species	Review/approve landscape plans	Prior to issuance of grading permit	Applicant/Land Owner, Landscape Architect/Development Services Department
<b>BIO-3e</b> – Impact to native habitat from drainage	All new developed areas adjacent to the FPA must not drain directly into the FPA. All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials and other elements that might degrade or harm the natural environment or ecosystem processes within the FPA. This can be accomplished using a variety of methods including natural detention basins, grass swales, or mechanical trapping devices. These systems should be maintained regularly to	Review/approve grading/drainage/storm water management plan	Prior to issuance of grading permit.	Applicant/Land Owner, Project Engineer/Development Services Department.

Impact	Mitigation Measure	Action	Timing	Responsibility
	ensure proper functioning. Maintenance should include dredging out sediments if needed, removing exotic plant materials, and adding chemical-neutralizing compounds (e.g., clay compounds) when necessary and appropriate.			
<b>BIO-3f</b> – Impact to native area from unauthorized public access	New development adjacent to the FPA is required to provide appropriate barriers (e.g., non-invasive vegetation, rocks/boulders, fences, walls, and/or signage) along the FPA boundaries to direct any public access to appropriate locations and reduce domestic animal predation.	Review and grading plan for provisions for installation of barriers/signage.	Prior to issuance of grading permit/grading/land scape/fencing plan	Applicant/Land Owner, Project Engineer/Landscape Architect/Development Services Department.
<b>CULTURAL RESOURCES/TRIBAL CULTURAL RESOURCES</b>				
<b>MM-CR-1 through MM – CR 11</b> Due to grading and ground disturbing activities, the Project has the potential to impact existing and unidentified archaeological resources on the Project site and/or human remains.	<b>MM-CR-1</b> Prior to the issuance of a grading permit, the Applicant shall enter into a Tribal Cultural Resource Treatment and Monitoring Agreement (also known as a Pre-Excavation Agreement) with a tribe that is traditionally and culturally affiliated with the Project Location ("TCA Tribe"). The purposes of the agreement are (1) to provide the Applicant with clear expectations regarding tribal cultural resources, and (2) to formalize protocols and procedures between the Applicant/Owner and the TCA Tribe for the protection and treatment of, including but not limited to, Native American human remains, funerary objects, cultural and religious landscapes, ceremonial items, traditional gathering areas and cultural items, located and/or discovered through a monitoring program in conjunction with the construction of the Project, including additional archaeological surveys and/or studies, excavations, geotechnical investigations, grading, and all other ground-disturbing activities. The agreement shall incorporate, at a minimum, the performance criteria and standards, protocols, and procedures set forth in mitigation measures MM-CR-2 through MM-CR-10, and the following information:	Enter into Tribal Cultural Resources Treatment and Repatriation Agreement.	Prior to issuance of Grading Permit and/or during all earth moving and ground disturbing activity.	Applicant/Landowner, TCA Tribe

Impact	Mitigation Measure	Action	Timing	Responsibility
	<ul style="list-style-type: none"> <li>Parties entering into the agreement and contact information.</li> <li>Responsibilities of the Property Owner or their representative, archaeological monitors, and tribal monitors.</li> <li>Project grading and development scheduling, including determination of authority to adjust in the event of unexpected discovery, and terms of compensation for the monitors, including overtime and weekend rates, in addition to mileage reimbursement.</li> <li>Requirements in the event of unanticipated discoveries, which shall address grading and grubbing requirements including controlled grading and controlled vegetation removal in areas of cultural sensitivity, analysis of identified cultural materials, and on-site storage of cultural materials.</li> <li>Treatment of identified Native American cultural materials.</li> <li>Treatment of Native American human remains and associated grave goods.</li> <li>Confidentiality of cultural information including location and data.</li> <li>Negotiation of disagreements should they arise.</li> <li>Regulations that apply to cultural resources that have been identified or may be identified during project construction.</li> </ul>			

Impact	Mitigation Measure	Action	Timing	Responsibility
	<b>MM-CR-2</b> Prior to issuance of a grading permit, the Applicant shall provide written verification to the City that a qualified archaeologist and a Native American monitor associated with a TCA Tribe have been retained to implement the monitoring program. The archaeologist shall be responsible for coordinating with the Native American monitor. This verification shall be presented to the City in a letter from the Project archaeologist that confirms the selected Native American monitor is associated with a TCA Tribe. The City, prior to any pre-construction meeting, shall approve all persons involved in the monitoring program.	Provision of written verification that qualified archaeologist and Native American monitor associated with a TCA Tribe.	Prior to issuance of Grading Permit.	Applicant/Land Owner
	<b>MM-CR-3</b> The qualified archaeologist and a Native American monitor shall attend all applicable pre-construction meetings with the General Contractor and/or associated subcontractors to explain and coordinate the requirements of the monitoring program.	Attend pre-construction meetings	Prior to and during all earth moving and ground disturbing activity.	Applicant/ Landowner, Archaeologist, Native American Monitor.
	<b>MM-CR-4</b> During the initial grubbing, site grading, excavation or disturbance of the ground surface (including both on- and off-site improvement areas), the qualified archaeologist and the Native American monitor shall be present full-time. If the full-time monitoring reveals that the topsoil throughout the Project impact area (both on and off-site) has been previously removed during the development of the roads and buildings within the Project area, then a decrease of monitoring to part-time monitoring or the termination of monitoring can be implemented, as deemed appropriate by the qualified archaeologist in consultation with the Native American monitor. The frequency of subsequent monitoring shall depend on the rate of excavation, the materials excavated, and any discoveries of tribal cultural resources as defined in California Public Resources Code Section 21074. The qualified archaeologist, in consultation with the Native American monitor, shall be responsible for determining the duration and frequency of monitoring considering these factors. Archaeological and Native American monitoring will be discontinued when the depth of grading and soil conditions no longer retain the	Full-time Monitoring and determination of duration and frequency of subsequent monitoring.	During the initial grubbing, site grading, excavation or disturbance of the ground surface (including both on- and off-site improvement areas)	Archaeologist, Native American Monitor

Impact	Mitigation Measure	Action	Timing	Responsibility
	potential to contain cultural deposits (i.e., soil conditions are comprised solely of fill or granitic bedrock).			
	<p><b>MM-CR-5</b> In the event that previously unidentified tribal cultural resources are discovered, all work must halt within a 100-foot radius of the discovery. The qualified archaeologist and the Native American monitor shall evaluate the significance of the find and shall have the authority to modify the no-work radius as appropriate, using professional judgment. The qualified archaeologist and Native American Monitor shall consider the criteria identified by California Public Resources Code sections 21083.2(g) and 21074, and CEQA Guidelines sections 15064 and 15064.5(c) in determining the significance of a discovered resource. If the professional archaeologist and Native American monitor determine that the find does not represent a culturally significant resource, work may resume immediately, and no agency notifications are required. Isolates and clearly non-significant deposits shall be documented in the field and collected and monitored grading can immediately proceed. All unearthed archaeological resources or tribal cultural resources shall be collected, temporarily stored in a secure location, and repatriated for later reburial on the project site, pursuant to the terms of the Pre-Excavation Agreement.</p>	If potential tribal cultural resources are found, halt ground disturbance and follow procedures listed for discovery.	During all earth moving and ground disturbing activity.	Archaeologist, Native American Monitor
	<p><b>MM-CR-6</b> If the qualified archaeologist and Native American monitor determine that the find does represent a potentially significant tribal cultural resource, considering the criteria identified by California Public Resources Code sections 21083.2(g) and 21074, and CEQA Guidelines sections 15064 and 15064.5(c), the archaeologist shall immediately notify the City of said discovery. The qualified archaeologist, in consultation with the City, the consulting TCA Tribe(s), and the Native American monitor, shall determine the significance of the discovered resource. A recommendation for the tribal cultural resource's treatment and disposition shall be made by the qualified archaeologist in consultation with the TCA Tribe(s) and be submitted to the City for review and approval. If the find is determined to be a</p>	If potential tribal cultural resource is determined to be significant, notify the City and follow agreed upon treatment and disposition measures.	During all earth moving and ground disturbing activity.	Archaeologist, Native American Monitor, City Director of Development Services

Impact	Mitigation Measure	Action	Timing	Responsibility
	Tribal Cultural Resource under CEQA, as defined in California Public Resources Code Section 21074(a) through (c), appropriate treatment measures will be implemented. Work may not resume within the no-work radius until the City, through consultation as set forth herein, determines either that: 1) the discovery does not constitute a Tribal Cultural Resource under CEQA, as defined in California Public Resources Code Section 21074(a) through (c); or 2) the approved treatment and disposition measures have been completed.			
	<b>MM-CR-7</b> All sacred sites, significant tribal cultural resources, and unique archaeological resources encountered within the Project area shall be avoided and preserved as the preferred mitigation. The avoidance and preservation of the significant tribal cultural resource or unique archaeological resource must first be considered and evaluated in consultation with the TCA Tribe(s) as required by CEQA and in compliance with all relevant mitigation measures for the Project. If any significant tribal cultural resource or unique archaeological resource has been discovered and such avoidance or preservation measure has been deemed to be infeasible by the City's Director of Community Development (after a recommendation is provided by the qualified archaeologist, in consultation with the TCA Tribe(s), making a determination of infeasibility that takes into account the factors listed in California Public Resources Code sections 21061.1, 21081(a)(3), and CEQA Guidelines section 15091, and in accordance with all relevant mitigation measures for the Project), then culturally appropriate treatment of those resources, including but not limited to funding an ethnographic or ethnohistoric study of the resource(s), and/or developing a research design and data recovery program to mitigate impacts shall be prepared by the qualified archaeologist (using professional archaeological methods), in consultation with the TCA Tribe and the Native American monitor, and shall be subject to approval by the City. No artifact sampling for analysis is allowed, unless requested and approved by the consulting TCA Tribe(s). Before construction activities are allowed to	If sacred sites, significant tribal cultural resources, and unique archaeological resources are found, halt ground disturbance and follow procedures listed for discovery including avoidance, treatment and disposition.	During all earth moving and ground disturbing activity.	Archaeologist, Native American Monitor, City Director of Development Services

Impact	Mitigation Measure	Action	Timing	Responsibility
	resume in the affected area, the research design and data recovery program activities must be concluded to the satisfaction of the City.			
	<p><b>MM-CR-8</b> As specified by California Health and Safety Code section 7050.5, if human remains are found on the Project site during construction or during archaeological work, the person responsible for the excavation, or his or her authorized representative, shall immediately notify the San Diego County Coroner's office. Determination of whether the remains are human shall be conducted on site and in situ where they were discovered by a forensic anthropologist, unless the forensic anthropologist and the Native American monitor agree to remove the remains to a temporary off-site location for examination. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the Coroner has made the necessary findings as to origin and disposition. A temporary construction exclusion zone shall be established surrounding the area of the discovery so that the area would be protected, and consultation and treatment could occur as prescribed by law. If the Coroner determines the remains are Native American and not the result of a crime scene, the Coroner will notify the NAHC, which then will designate a Native American Most Likely Descendant (MLD) for the project (California Public Resources Code § 5097.98) for proper treatment and disposition in accordance with California Public Resources Code section 5097.98. The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. If the City does not agree with the recommendations of the MLD, the NAHC can mediate (California Public Resources Code § 5097.94). If no agreement is reached, the remains shall be kept in situ, or reburied in a secure location in close proximity to where they were found and where they will not be further disturbed (California Public Resources Code § 5097.98). Work may not resume within the no work radius until the lead agency, through consultation as appropriate, determines that the treatment measures have been</p>	If human remains are found, halt ground disturbance and follow procedures listed for discovery.	During all earth moving and ground disturbing activity.	Archaeologist

Impact	Mitigation Measure	Action	Timing	Responsibility
	completed to their satisfaction. The analysis of the remains shall only occur on site in the presence of the MLD, unless the forensic anthropologist and the MLD agree to remove the remains to an off-site location for examination.			
	<p><b>MM-CR-9</b> If the qualified archaeologist elects to collect any tribal cultural resources, the Native American monitor must be present during any cataloging of those resources. Moreover, if the qualified archaeologist does not collect the cultural resources that are unearthed during the ground-disturbing activities, the Native American monitor may, at their discretion, collect said resources for later reburial on the Project site or storage at a local curation facility. Any tribal cultural resources collected by the qualified archaeologist shall be repatriated to the TCA Tribe for reburial on the Project site. Should the TCA Tribe(s) decline the collection, the collection shall be curated at the San Diego Archaeological Center. All other resources determined by the qualified archaeologist, in consultation with the Native American monitor, to not be tribal cultural resources, shall be curated at the San Diego Archaeological Center.</p>	Follow procedures for collection of tribal cultural resources.	During all earth moving and ground disturbing activity.	Archaeologist, Native American Monitor
	<p><b>MM-CR-10</b> Prior to the release of the grading bond, a monitoring report and/or evaluation report, if appropriate, that describes the results, analysis, and conclusions of the archaeological monitoring program and any data recovery program on the Project site, shall be submitted by the qualified archaeologist to the City. The Native American monitor shall be responsible for providing any notes or comments to the qualified archaeologist in a timely manner to be submitted with the report. The report will include California Department of Parks and Recreation Primary and Archaeological Site Forms for any newly discovered resources. A copy of the final report will be submitted to the South Coastal Information Center after approval by the City.</p>	Preparation of a monitoring report and/or evaluation report if necessary.	Prior to release of Grading Bond.	Archaeologist, Native American Monitor

Impact	Mitigation Measure	Action	Timing	Responsibility
	<b>MM-CR-11</b> Preservation of Milling Feature 5. The relocation will be agreed upon by the City and the Rincon Band in consultation with the applicant. All efforts should be made to preserve the outcrop as one piece. If the boulder is too large to move in one piece, a concerted effort shall be made to preserve as many milling elements as possible.	Follow procedures for collection of tribal cultural resources.	During all earth moving and ground disturbing activity	Archaeologist, Native American Monitor



## ORDINANCE NO. 2023-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
ESCONDIDO, CALIFORNIA, APPROVING AN AMENDMENT  
TO THE NORTHEAST GATEWAY SPECIFIC PLAN AND  
DEVELOPMENT AGREEMENT FOR THE 64-LOT  
NORTHEAST GATEWAY PROJECT

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) Meridian Communities, LLC ("Applicant") filed a land use development application (Planning Case Nos. PL22-0145, PL22-0146, PL22-0147 and PL23-0032) constituting a request for an Amendment to the Northeast Gateway Specific Plan (Planning Area 2 internal road "E" realignment, setbacks along road "E," and architectural design standards); Development Agreement for the transfer and purchase of 20 units from the City of Escondido's density allocation; Tentative Subdivision Map for 64 single-family residential lots, and Grading Exemption for cut slopes in excess of 20 feet in height ("Project"), on approximately 36.42 acres generally located east of East Valley Parkway, south of Lake Wohlford Road, north of Beven Drive, addressed at 3425, 3429, 3445, 3485, and 3507 E. Valley Parkway, and 13950 and 13961 Valle Lindo Road (Assessor's Parcel Numbers 240-011-01-00, -240-011-12-00, 240-011-13-00, 240-020-23-00, 240-020-32-00, 240-020-33-00, a portion of 240-020-21-00 and a portion of 240-020-27-00); as more particularly described in Exhibit "A," which is attached hereto and made a part hereof as though fully set forth herein ("Property"); and

b) The Application was submitted to, and processed by, the Planning Division of the Development Services Department as Planning Case Nos. PL22-0145, PL22-0146, PL22-0147 and PL23-0032. The Applicant seeks approval of an Amendment to the Northeast Gateway Specific Plan Internal Street "E" alignment as shown on Exhibit "B" and Development Regulations as shown on Exhibit "C", along with a Development Agreement, as shown on Exhibit "D" and on file in the Planning Division, and incorporated herein as though fully set forth.

c) A Final Environmental Impact Report ("FEIR") was certified for the Northeast Gateway Specific Plan, and an Addendum to the FEIR has been prepared for the Project in conformance with the California Environmental Quality Act ("CEQA").

d) The Planning Division of the Development Services Department completed its review and scheduled a public hearing regarding the application before the Planning Commission for January 24, 2023. Following the public hearing, the Planning Commission adopted Resolution No. 2023-02, which recommended that the City Council, among other things, approve the Project, including actions to approve the Amendment to the Specific Plan and Development Agreement.

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

SECTION 3. The City Council did on February 15, 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 February 15, 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. That the City Council has reviewed and considered the Addendum to the Final Environmental Impact Report prepared for the Project in conformance with CEQA. The Addendum to the Final Environmental Impact Report adequately addresses all environmental issues associated with the Project, and the Project would not result in any significant impacts to the environmental. The Mitigation Monitoring and Reporting Program address mitigation for potential project-related impacts and the report will sufficiently mitigate and assign on-going responsibility for carrying out mitigation responsibilities which are appropriate to address and mitigate project-related impacts.

SECTION 5. That, upon consideration of the Findings of Fact/Factors to be Considered, attached as Exhibit "E" and incorporated herein as though fully set forth herein, the City Council approves the Amendment to the Specific Plan and Development Agreement attached as Exhibits "B" "C" and "D," and authorizes the Mayor to execute the Development Agreement as approved by the City Attorney.

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 February 15, 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. 2023-20 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. 2023-05 (Northeast Gateway Residential 64 Project)

REAL PROPERTY IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

TRACT 1: (APN: 240-020-32-00 (PARCEL 1) AND 240-020-33-00 (PARCEL 2))

PARCELS 1 AND 2 OF PARCEL MAP NO. 21821, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY ON DECEMBER 9, 2020, AS FILE NO. 2020-7000412.

TRACT 2: (APN: 240-020-23-00)

PARCEL 1 IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS SHOWN ON PAGE 10815 OF PARCEL MAPS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 18, 1980, AS FILE NO. 80-426264.

TRACT 3:

PARCEL 1: (APN: 240-011-01-00)

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 6 AS SAID QUARTER CORNER WAS ESTABLISHED BY DECREE OF THE SUPERIOR COURT OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, IN CASE NO. 96071, RECORDED AUGUST 30, 1940 AS DOCUMENT NO. 43581 IN BOOK 1069, PAGE 81 OF OFFICIAL RECORDS; THENCE SOUTH 73°36' EAST 235.62 FEET; MORE OR LESS TO THE NORTHEASTERLY CORNER OF THE LAND OF JAMES B. DIXON AS DESCRIBED IN AMENDED DECREE OF THE SUPERIOR COURT IN SAID CASE NO. 96071 RECORDED OCTOBER 2, 1940 AS DOCUMENT NO. 51323 IN BOOK 1074, PAGE 432 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID DIXON LAND SOUTH 3°46'52" WEST, 187.23 FEET; THENCE SOUTH 89°25'20" EAST 800.65 FEET; THENCE SOUTH 17°32'10" WEST 27.00 FEET; THENCE SOUTH 89°19'20" EAST TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6, THENCE ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER SOUTH 3°47'05" WEST TO THE NORTHERLY LINE OF THAT TRACT OF LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899 IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG SAID NORTHERLY LINE OF WOHLFORD'S LAND NORTH 89°17'30" WEST 1315.67 FEET (RECORD WEST 1320 FEET) TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER NORTH 3°45' EAST 15.64 FEET, MORE OR LESS TO THE NORTHERLY LINE OF THE LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899 IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG THE NORTHERLY LINE OF SAID LAND NORTH 89°44'30" WEST 1085.33 FEET MORE OR LESS (RECORD WEST 1104.50 FEET) TO THE NORTHWESTERLY CORNER OF SAID LAND BEING ALSO THE TRUE POINT OF BEGINNING; THENCE RETRACING SAID NORTHERLY LINE SOUTH 89°44'30" EAST 382.77 FEET; THENCE NORTH 4°08' EAST PARALLEL WITH THE CENTER LINE OF THE COUNTY HIGHWAY COMMISSION ROUTE 19, DIVISION NO. 1, A DISTANCE OF 194.20 FEET; THENCE NORTH 89°44'30" WEST 382.77 FEET MORE OR LESS TO A POINT IN THE WESTERLY LINE OF THE LAND DESCRIBED IN DEED TO LOUIS BERGER ET UX, RECORDED APRIL 14, 1955 IN BOOK 5604, PAGE 285 OF OFFICIAL RECORDS; THENCE SOUTHERLY ALONG SAID WESTERLY LINE 194.20 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE SOUTHERLY 10 FEET THEREOF.

PARCEL 2:

AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR ROAD PURPOSES OVER THE SOUTHERLY 10 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 6 AS SAID QUARTER CORNER WAS ESTABLISHED BY DECREE OF THE SUPERIOR COURT OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, IN CASE NO. 96071, RECORDED AUGUST 30, 1940 AS DOCUMENT NO. 43581 IN BOOK 1069, PAGE 81 OF OFFICIAL RECORDS; THENCE SOUTH 73°36' EAST 235.62 FEET, MORE OR LESS, TO THE NORTHEASTERLY CORNER OF THE LAND OF JAMES B. DIXON AS DESCRIBED IN AMENDED DECREE OF THE SUPERIOR COURT IN SAID CASE NO. 96071 RECORDED OCTOBER 2, 1940 AS DOCUMENT NO. 51323 IN BOOK 1074, PAGE 432 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID DIXON LAND SOUTH 3°46'52" WEST 187.23 FEET; THENCE SOUTH 89°25'20" EAST 800.65 FEET; THENCE SOUTH 17°32'10" WEST 27.00 FEET; THENCE SOUTH 89°19'20" EAST TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6, THENCE ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER SOUTH 3°47'05" WEST TO THE NORTHERLY LINE OF THAT TRACT OF LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899 IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG SAID NORTHERLY LINE OF WOHLFORD'S LAND NORTH 89°17'30" WEST 1315.67 FEET (RECORD WEST 1320 FEET) TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER NORTH 3°45' EAST 15.64 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899, IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG THE NORTHERLY LINE OF SAID LAND NORTH 89°44'30" WEST 1085.33 FEET MORE OR LESS (RECORD WEST 1104.50 FEET) TO THE NORTHWESTERLY CORNER OF SAID LAND BEING ALSO THE TRUE POINT OF BEGINNING; THENCE RETRACING SAID NORTHERLY LINE SOUTH 89°44'30" EAST 382.77 FEET; THENCE NORTH 4°08' EAST PARALLEL WITH THE CENTER LINE OF THE COUNTY HIGHWAY COMMISSION ROUTE 19, DIVISION NO. 1, A DISTANCE OF 194.20 FEET; THENCE NORTH 89°44'30" WEST 382.77 FEET MORE OR LESS TO A POINT IN THE WESTERLY LINE OF THE LAND DESCRIBED IN DEED TO LOUIS BERGER, ET UX, RECORDED APRIL 14, 1955 IN BOOK 5604, PAGE 285 OF OFFICIAL RECORDS; THENCE SOUTHERLY ALONG SAID WESTERLY LINE 194.20 FEET TO THE TRUE POINT OF BEGINNING.

TRACT 4:

PARCEL ONE: (APN: 240-011-13-00)

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12, SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 6 AS SAID QUARTER CORNER WAS ESTABLISHED BY DECREE OF THE SUPERIOR COURT OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, IN CASE NO. 96071 RECORDED AUGUST 30, 1940, AS DOCUMENT NO. 43581 IN BOOK 1069, PAGE 81 OF OFFICIAL RECORDS; THENCE SOUTH 73° 36' 00" EAST 235.62 FEET, MORE OR LESS, TO THE NORTHEASTERLY CORNER OF LAND OF JAMES B. DIXON AS DESCRIBED IN AMENDED DECREE OF THE SUPERIOR COURT IN SAID CASE NO. 96071 RECORDED OCTOBER 2, 1940 AS DOCUMENT NO. 51323 IN BOOK 1074, PAGE 432 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID DIXON LAND AND SOUTH 03° 46' 52" WEST 187.23 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 25' 20" EAST 800.65 FEET; THENCE SOUTH 17° 32' 10" WEST 27.00 FEET; THENCE SOUTH 89° 19' 20" EAST TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6; THENCE ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER SOUTH 03° 47' 05" WEST TO THE NORTHERLY LINE OF THAT TRACT OF LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899, IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG THE NORTHERLY LINE OF WOHLFORD'S LAND, NORTH 89° 17' 30" WEST 1315.67 FEET (RECORD WEST 1320.00 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 03° 45' 00" EAST 15.64 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899, IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG THE NORTHERLY LINE OF SAID LAND NORTH 89° 17' 30" WEST 1085.33 (RECORD WEST 1104.50 FEET) TO THE NORTHWESTERLY CORNER OF SAID LAND; THENCE NORTH 386.50 FEET, MORE OR LESS, TO A POINT WHICH IS NORTH 30.00 FEET FROM THE NORTHERLY LINE OF THE LAND CONVEYED TO W.L. RAMEY AND A. W. WOHLFORD BY DEED RECORDED APRIL 8, 1893 IN BOOK 212 PAGE 235 OF DEEDS, BEING ALSO A POINT IN THE EASTERLY LINE OF SAID JAMES B. DIXON LAND DESCRIBED ABOVE; THENCE ALONG SAID EASTERLY LINE OF DIXON'S LAND, NORTH 03° 46' 52" EAST TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LAND DISTANT THEREON SOUTH 89° 44' 30" EAST 382.77 FEET FROM THE SOUTHWEST CORNER THEREOF; THENCE NORTH 04° 08' 00" EAST PARALLEL WITH THE CENTER LINE OF COUNTY HIGHWAY COMMISSION ROUTE 19, DIVISION NO. 1, A DISTANCE OF 194.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE RETRACING THE LAST DESCRIBED LINE SOUTH 04° 08' 00" WEST TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND 10.00 FEET NORTHERLY OF MEASURED AT RIGHT ANGLES TO THE SOUTHERLY LINE OF SAID LAND HEREINABOVE DESCRIBED; THENCE ALONG SAID PARALLEL LINE NORTH 89° 44' 30" WEST 382.77 FEET TO THE WESTERLY LINE OF SAID LAND; THENCE NORTHERLY ALONG SAID WESTERLY LINE TO A LINE THAT BEARS NORTH 89° 44' 30" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 44' 30" EAST 382.77 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, THE NORTHERLY 109.00 FEET OF ALL THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LAND; THENCE SOUTH 89°25'20" EAST 400.00 FEET MORE OR LESS, TO A POINT IN A LINE WHICH IS PARALLEL WITH AND EASTERLY 370.00 FEET FROM THE EASTERLY LINE OF THE COUNTY HIGHWAY COMMISSION ROUTE 19, DIVISION 1; THENCE SOUTH 03° 46' 52" WEST ALONG SAID PARALLEL LINE 327.00 FEET; THENCE NORTH 89° 25' 20" WEST 400.00 FEET, MORE OR LESS, TO A POINT IN A LINE BEARS SOUTH 03° 46' 52" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 03° 46' 52" EAST 327.00 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING THEREFROM THAT PORTION LYING WESTERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF THE FIRST HEREINABOVE DESCRIBED LAND DISTANT THEREON SOUTH 89° 44' 30" EAST, 382.77 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LAND; THENCE PARALLEL WITH THE CENTER LINE OF SAID ROUTE 19, DIVISION 1, NORTH 04° 08' 00" EAST, 194.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 04° 08' 00" EAST TO THE SOUTHERLY LINE OF THE NORTHERLY 109.00 FEET OF THE FIRST ABOVE DESCRIBED LAND.

ALSO EXCEPTING THAT PORTION OF LOT 4 IN SAID SECTION 6, LYING SOUTHERLY OF THE LINE SET OUT IN THAT CERTAIN JUDGMENT QUIETING TITLE RECORDED JUNE 8, 1964 AS DOCUMENT NO. 102872 OF OFFICIAL RECORDS.

PARCEL TWO: (APN: 240-011-12-00)

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 6, AS SAID QUARTER CORNER WAS ESTABLISHED BY DECREE OF THE SUPERIOR COURT OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, IN CASE NO. 96071 RECORDED AUGUST 30, 1940, AS DOCUMENT NO. 43581 IN BOOK 1069, PAGE 81 OF OFFICIAL RECORDS; THENCE SOUTH 73°36'00" EAST 235.62 FEET, MORE OR LESS, TO THE NORTHEASTERLY CORNER OF LAND OF JAMES B. DIXON, AS DESCRIBED IN AMENDED DECREE OF THE SUPERIOR COURT IN SAID CASE NO. 96071 RECORDED OCTOBER 2, 1940, AS DOCUMENT NO. 51323 IN BOOK 1074, PAGE 432 OF OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID DIXON LAND SOUTH 03° 46' 52" WEST 187.23 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 25' 20" EAST 800.65 FEET; THENCE SOUTH 17°32' 10" WEST 27.00 FEET; THENCE SOUTH 89° 19' 20" EAST TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6; THENCE ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER SOUTH 03° 47' 05" WEST TO THE NORTHERLY LINE OF THAT TRACT OF LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899, IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG THE NORTHERLY LINE OF WOHLFORD'S LAND NORTH 89° 17' 30" WEST 1315.67 FEET (RECORD WEST 1320.00 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 03° 45' 00" EAST 15.64 FEET, MORE OR LESS TO THE NORTHERLY LINE OF THE LAND CONVEYED TO A.W. WOHLFORD BY DEED RECORDED APRIL 8, 1899, IN BOOK 277, PAGE 79 OF DEEDS; THENCE ALONG THE NORTHERLY LINE OF SAID LAND NORTH 89°17'30" WEST, 1085.33 (RECORD WEST 1104.50 FEET) TO THE NORTHWESTERLY CORNER OF SAID LAND; THENCE NORTH 386.50 FEET, MORE OR LESS, TO A POINT WHICH IS NORTH 30.00 FEET FROM THE NORTHERLY LINE OF THE LAND CONVEYED TO W.L. RAMEY AND A. W. WOHLFORD BY DEED RECORDED APRIL 8, 1893 IN BOOK 212, PAGE 235 OF DEEDS, BEING ALSO A POINT IN THE EASTERLY LINE OF SAID JAMES B. DIXON LAND DESCRIBED ABOVE; THENCE ALONG SAID EASTERLY LINE OF DIXON'S LAND NORTH 03° 46' 52" EAST TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF THE FIRST HEREINABOVE DESCRIBED LAND DISTANT THEREON SOUTH 89° 44' 30" EAST, 382.77 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LAND; THENCE PARALLEL WITH THE CENTER LINE OF SAID ROUTE 19, DIVISION 1, NORTH 04° 08' 00" EAST, 194.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 04° 08' 00" EAST TO THE NORTHERLY LINE THEREOF.

ALSO EXCEPTING THEREFROM ALL THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID LAND DISTANT THEREON SOUTH 89° 44'30" EAST 382.77 FEET; THENCE NORTH 04° 08' 00" WEST PARALLEL WITH THE CENTER LINE OF COUNTY HIGHWAY COMMISSION ROUTE 19, DIVISION NO. 1, A DISTANCE OF 194.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE RETRACING THE LAST DESCRIBED LINE SOUTH 04° 08' 00" WEST 194.20 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID LAND HEREINABOVE DESCRIBED; THENCE ALONG SAID SOUTHERLY LINE NORTH 89°44'30" WEST 382.77 FEET TO THE WESTERLY LINE OF SAID LAND; THENCE NORTHERLY ALONG SAID WESTERLY LINE TO A LINE THAT BEARS NORTH 89° 44' 30" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 44' 30" EAST 332.77 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION THEREOF IF ANY WHICH LIES WESTERLY OF THE EASTERLY LINE OF THE LAND OF JAMES B. DIXON, AS DESCRIBED IN THE DECREE HAD IN THE SUPERIOR COURT IN SAN DIEGO COUNTY (CASE NO. 96071) ON OCTOBER 2, 1940, A CERTIFIED COPY OF SAID DECREE BEING RECORDED IN BOOK 1074, PAGE 432 OF OFFICIAL RECORDS OF SAN DIEGO COUNTY.

EXCEPTING THEREFROM PARCELS 1 AND 3, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, SHOWN AT PAGE 6048 OF PARCEL MAPS FILED IN OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 16, 1977.

SAID LAND IS ALSO SHOWN AS PARCEL 2 OF COUNTY OF SAN DIEGO MAP 12478, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PARCEL MAP THEREOF NO. 6048, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON JUNE 16, 1977.

TRACT 6: (APN: PORTION OF 240-020-27-00)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF ESCONDIDO, THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER NORTH 3° 47' 05" EAST 1395.59 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN DEED TO FRANCES M. BEVEN RYAN AND LEWIS C. RYAN, WIFE AND HUSBAND, RECORDED MARCH 2, 1953 AS DOCUMENT NO. 28282 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID LAND NORTH 89° 02' 52" WEST 1313.84 FEET RECORD WEST TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER; THENCE ALONG SAID WEST LINE NORTH 3° 45' 01" EAST 458.58 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE NORTH 3° 45' 01" EAST 58.46 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY LINE OF THE LAND DESCRIBED IN DEED TO W.L. RAMEY, DATED MARCH 31, 1899 AND RECORDED IN BOOK 278, PAGE 247 OF DEEDS, RECORDS OF SAID COUNTY, SAID SOUTHERLY LINE BEING ALSO SET OUT IN THAT CERTAIN JUDGMENT QUIETING TITLE, A COPY OF WHICH WAS FILED FOR RECORD ON JUNE 8, 1964 AS DOCUMENT NO. 102872 OF OFFICIAL RECORDS; THENCE TO AND ALONG SAID SOUTHERLY BOUNDARY AND THE WESTERLY PROLONGATION THEREOF SOUTH 89° 59' 40" WEST 1086.72 FEET TO THE CENTER LINE OF ESCONDIDO AND BEAR VALLEY ROAD; THENCE ALONG SAID CENTER LINE SOUTH 3° 51' 10" WEST 20.04 FEET TO A LINE DRAWN PARALLEL WITH AND 20 FEET SOUTHERLY OF THE PROLONGATION OF SAID SOUTHERLY BOUNDARY LINE OF RAMEY LAND; THENCE ALONG SAID PARALLEL LINE NORTH 89° 59' 40" EAST 1051.06 FEET TO A LINE WHICH BEARS NORTH 40° 52' 50" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 40° 52' 50" EAST 50.70 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THAT PORTION THEREOF, IF ANY, LYING WESTERLY OF THE EASTERLY LINE OF THE LAND ESTABLISHED BY DECREE OF THE SUPERIOR COURT OF CALIFORNIA IN AND FOR THE COUNTY OF SAN DIEGO, IN CASE NO. 96071, RECORDED AUGUST 30, 1940 AS DOCUMENT NO. 43581 IN BOOK 1069, PAGE 81 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THE NORTHERLY 109.00 FEET OF ALL THAT PORTION THEREOF.

TRACT 5: (APN: 240-020-21-00)

ALL THOSE PORTIONS OF LOTS FOUR (4) AND FIVE (5) (THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, RESPECTIVELY) AND THE EAST HALF OF SAID SOUTHWEST QUARTER, OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, S.B.M., IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT FOUR (4) WITH THE CENTER LINE OF THE COUNTY ROAD LEADING FROM ESCONDIDO TO BEAR VALLEY, AS SAID ROAD IS SHOWN ON LICENSED SURVEYOR'S MAP NO. 39 FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, JUNE 22, 1893; THENCE NORTH 3° 23' EAST ALONG THE CENTER LINE OF SAID ROAD, 120 FEET; THENCE EAST 1105 FEET TO A POINT ON THE EAST LINE OF SAID LOT FOUR (4), DISTANT THEREON 120 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE EASTERLY 1320 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 DISTANT THEREON 120 FEET NORTHERLY FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTHERLY 199 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF THE NORTH 79 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE WESTERLY ALONG SAID SOUTH LINE OF SAID NORTH 79 FEET, A DISTANCE OF 1320 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE WESTERLY ALONG THE NORTH 79 FEET OF LOT 5 A DISTANCE OF 1105 FEET, MORE OR LESS, TO THE CENTER LINE OF THE AFORESAID ESCONDIDO BEAR VALLEY ROAD; THENCE NORTHERLY ALONG SAID COUNTRY ROAD, 79 FEET TO THE POINT OF BEGINNING.

BEGINNING AT A POINT ON THE EASTERLY LINE OF LOT 4 IN SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, S.B.M. SAID POINT BEING THE EASTERLY TERMINUS OF THE DIVISION LINE BETWEEN THE LANDS OF A. W. WOHLFORD AND S.D. HEADINGTON, AS ESTABLISHED BY MUTUAL AGREEMENT BETWEEN SAID PARTIES DATED SEPTEMBER 8, 1900 AND RECORDED NOVEMBER 21, 1901 IN BOOK 309 AND 369 OF DEEDS, RECORDS OF SAN DIEGO COUNTY; THENCE NORTH 3° 35' EAST ALONG SAID EASTERLY LINE OF LOT 4 A DISTANCE OF 162.5 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN THE DEED TO A. W. WOHLFORD DATED AUGUST 28, 1899 AND RECORDED FEBRUARY 27, 1900 IN BOOK 285, PAGE 461 OF DEEDS, RECORDS OF SAN DIEGO COUNTY; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LAND 1105 FEET; THENCE SOUTH 3° 35' WEST 162.5 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED DIVISION LINE; THENCE EASTERLY ALONG SAID DIVISION LINE 1105 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION THEREOF IF ANY WHICH LIES WESTERLY OF THE EASTERLY LINE OF THE LAND OF JAMES B. DIXON, AS DESCRIBED IN THE DECREE HAD IN THE SUPERIOR COURT IN SAN DIEGO COUNTY (CASE NO. 96071) ON OCTOBER 2, 1940, A CERTIFIED COPY OF SAID DECREE BEING RECORDED IN BOOK 1074, PAGE 432 OF OFFICIAL RECORDS OF SAID COUNTY.

BEGINNING AT A POINT ON THE EASTERLY LINE OF LOT 4, SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, S.B.M. WHICH IS THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN THE DEED TO W. L. RAMEY AND A. W. WOHLFORD DATED APRIL 7, 1893 AND RECORDED APRIL 8, 1893 IN BOOK 212, PAGE 235 OF DEEDS, RECORDS OF SAN DIEGO COUNTY, SAID POINT BEING DESCRIBED IN SAID DEED AS 1318 FEET EAST AND 1573 FEET NORTH 3° 35' EAST OF THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE NORTH 3° 35' EAST ALONG SAID EASTERLY LINE OF LOT 4 A DISTANCE OF 356.5 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF A PARCEL OF LAND DESCRIBED IN THE DEED TO W. L. RAMEY DATED MARCH 31, 1899 AND RECORDED IN BOOK 278, PAGE 247 OF DEEDS, RECORDS OF SAN DIEGO COUNTY; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LAND CONVEYED TO RAMEY 1104.5 FEET; THENCE SOUTH 3° 35' WEST 356.5 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID LAND DESCRIBED IN THE AFORESAID DEED TO W. L. WOHLFORD THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION THEREOF IF ANY WHICH LIES WESTERLY OF THE EASTERLY LINE OF THE LAND OF JAMES B. DIXON, AS DESCRIBED IN THE DECREE HAD IN THE SUPERIOR COURT IN SAN DIEGO COUNTY (CASE NO. 96071) ON OCTOBER 2, 1940, A CERTIFIED COPY OF SAID DECREE BEING RECORDED IN BOOK 1074, PAGE 432 OF OFFICIAL RECORDS OF SAN DIEGO COUNTY.

EXCEPTING THEREFROM PARCELS 1 AND 3, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, SHOWN AT PAGE 6048 OF PARCEL MAPS FILED IN OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 16, 1977.

SAID LAND IS ALSO SHOWN AS PARCEL 2 OF COUNTY OF SAN DIEGO MAP 12478, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PARCEL MAP THEREOF NO. 6048, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON JUNE 16, 1977.

TRACT 6: (APN: PORTION OF 240-020-27-00)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF ESCONDIDO, THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER NORTH 3° 47' 05" EAST 1395.59 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN DEED TO FRANCES M. BEVEN RYAN AND LEWIS C. RYAN, WIFE AND HUSBAND, RECORDED MARCH 2, 1953 AS DOCUMENT NO. 28282 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID LAND NORTH 89° 02' 52" WEST 1313.84 FEET RECORD WEST TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER; THENCE ALONG SAID WEST LINE NORTH 3° 45' 01" EAST 458.58 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE NORTH 3° 45' 01" EAST 58.46 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY LINE OF THE LAND DESCRIBED IN DEED TO W.L. RAMEY, DATED MARCH 31, 1899 AND RECORDED IN BOOK 278, PAGE 247 OF DEEDS, RECORDS OF SAID COUNTY, SAID SOUTHERLY LINE BEING ALSO SET OUT IN THAT CERTAIN JUDGMENT QUIETING TITLE, A COPY OF WHICH WAS FILED FOR RECORD ON JUNE 8, 1964 AS DOCUMENT NO. 102872 OF OFFICIAL RECORDS; THENCE TO AND ALONG SAID SOUTHERLY BOUNDARY AND THE WESTERLY PROLONGATION THEREOF SOUTH 89° 59' 40" WEST 1086.72 FEET TO THE CENTER LINE OF ESCONDIDO AND BEAR VALLEY ROAD; THENCE ALONG SAID CENTER LINE SOUTH 3° 51' 10" WEST 20.04 FEET TO A LINE DRAWN PARALLEL WITH AND 20 FEET SOUTHERLY OF THE PROLONGATION OF SAID SOUTHERLY BOUNDARY LINE OF RAMEY LAND; THENCE ALONG SAID PARALLEL LINE NORTH 89° 59' 40" EAST 1051.06 FEET TO A LINE WHICH BEARS NORTH 40° 52' 50" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 40° 52' 50" EAST 50.70 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THAT PORTION THEREOF, IF ANY, LYING WESTERLY OF THE EASTERLY LINE OF THE LAND ESTABLISHED BY DECREE OF THE SUPERIOR COURT OF CALIFORNIA IN AND FOR THE COUNTY OF SAN DIEGO, IN CASE NO. 96071, RECORDED AUGUST 30, 1940 AS DOCUMENT NO. 43581 IN BOOK 1069, PAGE 81 OF OFFICIAL RECORDS.

## EXHIBIT "B"

Ordinance No. 2023-05

Revise Exhibit 2.2b of the Northeast Gateway Specific Plan to amend the alignment of Street "E" as depicted below:

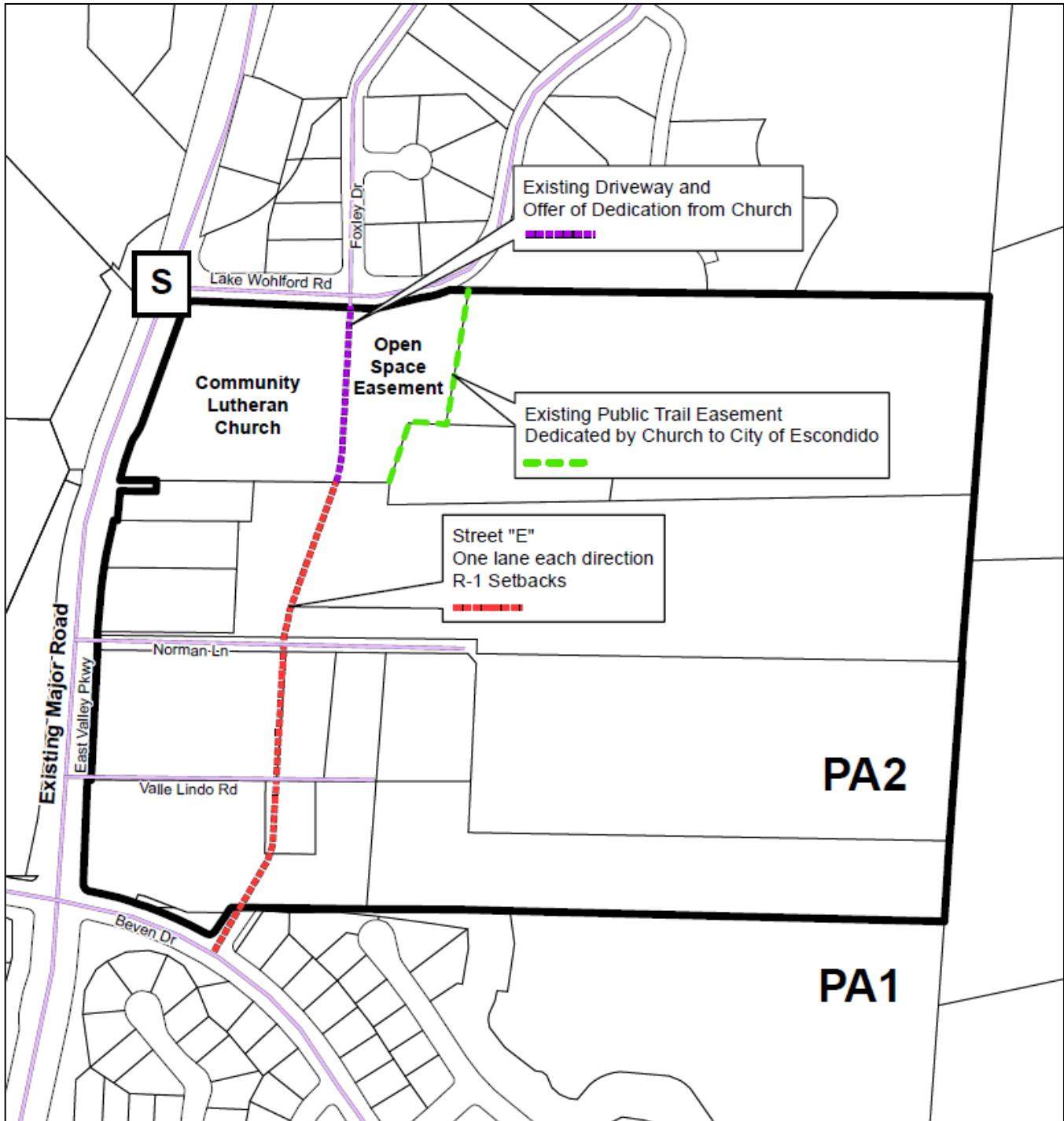


Exhibit 2-2b

Specific Plan Area 5 –  
Northeast Gateway  
Escondido, CA

Street "E" Alignment .

## EXHIBIT "C"

### Ordinance No. 2023-05

Section 2.3.3 Conceptual Circulation Plan, 4, Secondary Local Streets, Street "E" paragraph 2 to read as follow:

Exhibit 2-2b illustrates the alignment of Street "E" through Planning Area 2. As described in section 2.2.1, Street "E" will consist of two 12-foot travel lanes and utilize R-1 setbacks on each side of the street.

Revised Section 3.6.4 Development Standards as follows:

#### A. Development Pattern and Building Orientation

1. At least 10% of the residential units in any development shall be one-story. At least 33% of the two-story units shall have a one-story element that is 40% or greater of the front elevation width, as illustrated in Exhibit 3-20. The minimum depth of this element shall be 3'.
  5. At least 20% of the front yards should be designed with porches and/or patios to create livable, usable front yards that are an extension of the home and a place to socialize. French doors that open to the front porch or patio are encouraged in order to integrate the indoor and outdoor spaces.
  6. All homes shall be designed with careful attention to the placement of the garage. Garages should not be the predominant feature of the streetscape in any area of the Northeast Gateway. Rather than having the garage and automobile dominate the fronts of homes, the garages should be placed at a variety of locations on the lots and should include design features that de-emphasize their appearance. To minimize the linear amount of garage doors facing the street and avoid the typical three-car garage appearance, tandem and split garage layouts for the third car are encouraged. Recessed, turn-in and drive-through garage layouts are also encouraged in order to de-emphasize the appearance of the garages from the street. Garages placed in the middle, or to the rear of the lot are also encouraged. The width of driveways on lots with garages placed in the middle or rear of the lot can be reduced, allowing for larger front porches and more landscaping in the front yard. Grass mow-strips in the driveways are encouraged in order to add character and appeal. Single-car garage doors on the front elevation are encouraged in order to add texture and variety to the architecture and avoid the typical garage appearance. These design features will allow for more livable front yards and more usable front porches. Recessive colors should be used on the garages in order to de-emphasize their appearance. Garages that are placed forward on the lot with straight-in access are discouraged. Decorative garages door shall be incorporated into the design (such as glass panels and multi-panel designs and/or raised panels/elements) and shall utilize a variety of colors to complement the homes.
- (b) A combined minimum of 80% of the units shall have a recessed plane change of a minimum ranging from 1' to 3' from the remainder of the front elevation or be side loaded.

## EXHIBIT "D"

**EXEMPT FROM FEES** pursuant to  
Gov't Code §§ 6103, 27383, and 27388.1  
(filing requested/executed by municipality)

RECORDING REQUESTED BY, AND  
WHEN RECORDED RETURN TO:

CITY CLERK  
CITY OF ESCONDIDO  
201 N. BROADWAY  
ESCONDIDO, CA 92025

THIS SPACE FOR RECORDER'S USE ONLY

APNs: [240-011-01-00, -240-011-12-00, 240-011-13-00, 240-020-23-00, 240-020-32-00, 240-020-33-00, a portion of 240-020-21-00 and a portion of 240-020-27-00.]

### **DEVELOPMENT AGREEMENT** for **Northeast Gateway Project 64**

**between**

**City of Escondido**

**and**

**Meridian Communities, LLC**

**February**, 2023

## DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into by and between the City of Escondido, a California municipal corporation (“**City**”), and [Meridian Communities, LLC, A Delaware Limited Liability Company] (“**Owner**”). (The City and Owner each may be referred to herein as a “**Party**” and collectively as the “**Parties.**”)

### RECITALS

WHEREAS, Government Code sections 65864 through 65869.5 and Article 58 of the City's Zoning Code authorize the City to enter into binding development agreements with persons or entities having legal or equitable interests in real property for the purpose of establishing certainty in the development process for both the City and the property owner, and to enable specific terms regarding property development, to be negotiated and agreed upon; and

WHEREAS, this Agreement concerns the [Northeast Gateway Project 64] Project, a proposed Tentative Subdivision Map for a 64-lot single-family residential development, and further related improvements and components described in the Entitlements and this Agreement (“**Project**”); and

WHEREAS, the Project is located on that certain real property totaling approximately acres located in the County of San Diego, State of California, constituting a portion of Planning Area 2 (PA2) of Specific Planning Area #5 (the Northeast Gateway Specific Plan) identified in the Escondido General Plan, having assessor’s parcel numbers (APNs) [240-011-01-00, -240-011-12-00, 240-011-13-00, 240-020-23-00, 240-020-32-00, 240-020-33-00, a portion of 240-020-21-00 and a portion of 240-020-27-00], and as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (“**Property**”); and

WHEREAS, Owner is the fee simple owner of the Property; and

WHEREAS, the purposes of the Agreement are to eliminate uncertainty in the planning and development for the Project by assuring Owner that it may develop the Property in accordance with existing laws, subject to the terms and conditions contained in this Agreement; assure the orderly installation of necessary improvements and the provision for public services appropriate for the development of the Project; and enable the City to obtain substantial public benefits by virtue of this Agreement.

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

## ARTICLE I

### Definitions

1. **“Annual Review”** shall mean the Owner’s demonstration of compliance with the terms of this Agreement provided to the City at least once every 12 months throughout the duration of the Term, as further described in Article V of this Agreement.
2. **“Development Fees”** shall mean any development-related fees as provided in the City’s Fee Guide and referred to as development fees.
3. **“Effective Date”** shall mean the effective date of this Agreement, which shall be the later of (i) the date that is 30 days after the City Council’s adoption of an ordinance approving this Agreement; or (ii) the date that Owner becomes the owner of the Property in fee simple.
4. **“Entitlements”** shall mean all approvals and permits necessary or incidental to the development of the Project or any portion thereof, whether discretionary or ministerial, including but not limited to specific plans and amendments; tentative or final tract map approvals, whether standard or vesting; project plans; grading permits; building permits; demolition permits; specific

alignment plans; planned development permits; staff design review, and this Agreement, and includes all conditions of approval for all Entitlements.

5. **“Exaction”** shall mean any fee, tax, requirement, condition, dedication, restriction, or limitation imposed by the City upon the development of the Property at any time in accordance with the Existing Laws.

6. **“Existing Laws”** shall mean the ordinances, resolutions, codes, rules, regulations, general plan, stormwater regulations, and official policies of the City governing the development of the Property in effect on the Effective Date, including but not limited to the permitted uses of the Property; the density or intensity of use; the design, improvement, and construction standards and specifications for the Project, including the maximum height and size of proposed buildings; and the provisions for reservation and dedication of land for public purposes.

7. **“Fee Guide”** shall mean the Escondido Fee Guide for Developments, attached hereto as Exhibit C.

8. **“Future Exaction”** shall mean any Exaction imposed after the Effective Date, whether by ordinance, initiative, resolution, rule, regulation, policy, order, or otherwise.

9. **“Future Laws”** shall mean all ordinances, resolutions, codes, rules, regulations, and official policies implemented by the City after the Effective Date, whether by ordinance, initiative, resolution, rule, regulation, policy, order, or otherwise. Future Laws includes changes to the Existing Laws.

10. **“General Fees”** shall mean all general development fees that the City may levy pursuant to the Mitigation Fee Act, Government Code section 66000 et seq., including but not limited to application fees, processing fees, utility connection fees, inspection fees, capital facilities fees,

development impact fees, traffic impact fees, park fees, and such other similar fees as may be enacted from time to time and generally applied throughout the City, excluding Development Fees.

11. **“Minor Modifications”** shall mean minor modifications regarding the performance of this Agreement that are consistent with the Entitlements and have minimal impacts to the City's operations in terms of timing, performance, or value.

12. **“Operating Memorandum”** shall mean an addendum to this Agreement to document changes or adjustments in the performance of this Agreement, as further described in Article III, Section 7.

13. **“Public Benefits”** shall mean the consideration given by Owner to the City in return for the City's performance of all applicable terms and conditions of this Agreement, as further described in Exhibit B, attached hereto and incorporated herein by this reference.

14. **“State or Federal Law”** shall mean any state or federal law enacted after the Effective Date of this Agreement.

## ARTICLE II

### General Provisions

1. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and shall continue for 10 years (**“Term”**). After the expiration of the Term, this Agreement shall be deemed terminated and of no further force or effect. Owner shall have 30 days from the Effective Date to sign this Agreement or this Agreement shall automatically terminate. This Agreement shall terminate with respect to any lot when a certificate of occupancy has been issued for all buildings on the lot, and such lot shall be released and no longer subject to the Agreement without requiring the execution or recordation of any further document. In the event of litigation challenging this Agreement or the Project, the Term is automatically extended for the duration of

such litigation and resumes upon final disposition of such challenge and any appeal thereof upholding the validity of this Agreement or the Project. In the event that a referendum petition concerning this Agreement or Project is duly filed in such a manner that the ordinance approving this Agreement or the Project is suspended, then the Term is deemed to commence upon City Council's certification of the results of the referendum election affirming this Agreement or the Project.

2. **Assignment.** The rights and obligations of Owner under this Agreement may be assigned by Owner, in whole or in part, to any party acquiring an interest in the Property, after receiving written approval from the City Manager, which shall not be unreasonably withheld, conditioned, or delayed ("**Assignment**"). Owner shall provide 30 days' advance written notice to the City of any requested Assignment, and the City shall respond or execute any written consent requested by Owner within said 30-day period.

Any Assignment must be in writing and expressly provide that (1) the Assignment shall be subject to this Agreement, and (2) the assignee assumes all of Owner's rights and obligations with respect to the Property, or portion thereof, assigned. The City shall have the right to ensure that the proposed assignee has the financial capability to complete and fulfill any outstanding requirements relating to the Public Benefits. Owner and the assignee shall execute an Assignment and Assumption of Development Agreement, which shall be in a form approved by the City Attorney and which shall be recorded against the Property in the Official Records of San Diego County.

During the Term, any assignee shall have all rights, benefits, and obligations of Owner under this Agreement with respect to the portion of the Property assigned. Following an

Assignment, Owner shall be released from its obligations with respect to the assigned Property unless otherwise agreed to in writing.

3. **Amendment of Agreement.** This Agreement may be amended, or canceled in whole or in part, by mutual written consent of the Parties in accordance with Article 58, Chapter 33 of the Escondido Municipal Code; Government Code sections 65867 – 65868.5, and any other applicable law. Any amendment to this Agreement must be recorded in the Official Records of San Diego County. Minor Modifications in the manner of performance, including but not limited to changes that relate to the form or timing of payment of Public Benefits or the design of the Project, shall not constitute an amendment to this Agreement and may be accomplished through an Operating Memorandum.

4. **Enforcement.** Unless amended or terminated as provided herein, this Agreement is enforceable by either Party or its successors and assigns, notwithstanding any Future Laws that alter or amend the Existing Laws.

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

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

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

b. The Owner further and separately agrees to and shall indemnify, hold harmless, and defend the City (including all Indemnified Parties) from and against any and all Claims brought by any third party to challenge the Project or its approval by the City, including but not limited to any Claims related to the Project's environmental determinations or environmental review documents, or any other action taken by the City regarding environmental clearance for the Project or any of the Entitlements, including this Agreement. Such indemnification shall include

the Owner's payment for any and all administrative and litigation costs and expenses incurred by the City in defending against any such Claims, including payment for all administrative and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney's fees (including the full reimbursement of any such fees incurred by the City's outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City and the Project).

c. Upon the filing of a Claim, the City, in its sole discretion and upon providing notice to the Owner, may require the Owner to deposit with the City an amount estimated to cover costs, expenses, and fees (including attorney's fees) required to be paid by the Owner in relation to any Claims referenced herein, which shall be placed into a deposit account from which the City may draw as such costs, expenses, and fees are incurred. Within 14 days after receiving written notice from the City, the Owner shall replenish the deposit account in the amount the City determines is necessary in the context of the further defense of such Claims. To the extent such deposit is required by the City, the amount of such deposit and related terms and obligations shall be expressed in a written Deposit Account Agreement, which shall be subject to the City Attorney's approval as to form. The City, in its sole and reasonable discretion, shall determine the amount of any initial deposits or subsequent deposits of funds, and the Owner may provide documentation or information for the City to consider in making its determinations. Nothing within this subsection shall be construed as to relieve the Owner's obligations to indemnify, hold harmless, or defend the City as otherwise stated herein.

6. **Notices.** All notices or communication between the Parties pursuant to this Agreement shall be in writing and shall be given by personal delivery, overnight delivery service, or certified

or registered mail to the addresses set forth below. The addresses may be changed by giving 10 days' written notice.

If to the City

City of Escondido  
Attn: Andrew Firestine, Director of Development Services  
201 N. Broadway  
Escondido, CA 92025

with a copy to:

City of Escondido  
Attn: Office of the City Attorney  
201 N. Broadway  
Escondido, CA 92025

If to Owner

Meridian Communities, LLC  
Attn: Guy Asaro  
9988 Hibert Street, Suite 210  
San Diego, CA 92131

with a copy to:

[\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_]

7. **Conflict with State or Federal Laws.** If any State or Federal Law prevents or precludes compliance with any provision of this Agreement or requires changes to any Entitlements, such State or Federal Law shall be controlling and the Parties shall make a good faith, reasonable attempt to modify this Agreement to comply both with the intent of the Agreement and with the State or Federal Law.

The City shall cooperate with Owner in securing any permits, including permits from other public agencies, that may be required as a result of any modifications, suspensions, or alternate

courses of action necessary for compliance with any State or Federal Law. In the event of a change in State or Federal Law, the City and Owner shall meet and confer in good faith to identify a remedy. The remedy chosen shall be of the minimum scope, effect and duration necessary to accommodate the changed State of Federal law, and shall apply only to the Property and Project.

### ARTICLE III

#### Development of the Property

1. **Applicable Rules, Regulations, and Policies.** Owner shall have the vested right, to the fullest extent allowed by law, to develop the Property in accordance with the Entitlements, Existing Laws, and this Agreement. During the Term, the Entitlements, Existing Laws, and this Agreement shall control the overall design, development, and construction of the Project. Notwithstanding the foregoing, nothing in this Agreement shall preclude the City from applying changes occurring from time to time in the uniform codes published in Title 24 of the California Code of Regulations and adopted by the City, including local amendments, in effect when the building permits are issued.
2. **Future Laws.** Future Laws shall not apply to the Project except as expressly provided in this Agreement. Future Laws shall apply to the Project if they are not in conflict with the Existing Laws. However, Owner may give the City written notice of its election to have any conflicting Future Law applied to the Project, in which case such Future Law will be considered an Existing Law for purposes of this Agreement.
3. **Future Discretionary Reviews.** Except as set forth in this Agreement, the City shall retain its discretionary rights in reviewing applications for Entitlements. Owner's applications for Entitlements, and the City's review thereof, must comply with Existing Laws and with the terms

and conditions of this Agreement. The City shall not impose any conditions upon Entitlements that are more restrictive than or inconsistent with the terms of this Agreement or Existing Laws, except as required by state or federal law. The City may conduct an environmental review for any Entitlements in accordance with the California Environmental Quality Act, California Public Resources Code section 21000 et seq. (“CEQA”) and the State CEQA Guidelines, Title 14 of the California Code of Regulations, section 15000 et seq., or other Existing Laws. The City may impose, if required by CEQA, additional mitigation measures to mitigate significant adverse environmental effects that were not previously considered, or were found to be infeasible, to mitigate at the time of approval of this Agreement. Nothing herein is intended to require or authorize additional CEQA environmental review or mitigation measures beyond that otherwise required by CEQA.

4. **Permitted Uses and Density.** This Agreement shall vest the right to develop the Property to the fullest extent allowed by law with respect to the permitted uses of land, density and intensity of uses, and timing and phasing of development as described in the Entitlements, which are hereby incorporated as if fully set forth in this Agreement. The permitted uses, density, and intensity of use of the Project set forth in PL22-0145, PL22-0146, PL22-0417 and PL23-0032, the maximum height and size of proposed buildings and provisions for reservation or dedication of land for public purposes, shall substantially conform to those specified in the Entitlements, Existing Laws, and this Agreement.

5. **Time for Construction and Completion of the Project.** Any phasing of development of the Property shall occur in conformance with the adopted Entitlements.

6. **Moratorium.** No City-imposed moratorium or other limitation (whether relating to the rate, timing, or sequencing of the development or construction of all or any part of the Property,

whether imposed by ordinance, initiative, resolution, policy, order, or otherwise, and whether enacted by the City Council, an agency of the City, the electorate, or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative, or final), building permits, occupancy certificates, or other entitlements to use or service (including, without limitation, water and sewer) approved, issued, or granted within the City, or portions of the City, shall apply to the Property to the extent such moratorium or other limitation is in conflict with this Agreement; provided, however, the provisions of this Section shall not affect the City's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria. Any development moratorium, City of otherwise, that affect the Project automatically extends the term of the Agreement.

7. **Operating Memorandum.** The Parties acknowledge that the provisions of this Agreement require cooperation between the City and Owner, and that the refinements and further development of the Project may demonstrate that changes are appropriate with respect to the details of performance of the Parties. The Parties desire, therefore, to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. If and when, from time to time during the Term, the Parties find that such changes or adjustments are necessary or appropriate, they may effectuate such changes or adjustments through an Operating Memorandum approved by the Parties, which, after execution, shall be attached hereto as an addendum and become a part hereof, and may be further changed and amended from time to time as necessary with further approval by the City and Owner. No such Operating Memorandum shall require prior notice or hearing, or constitute an amendment to this Agreement; and in the case of the City, such Operating Memorandum may be acted upon by the City Manager or the City Manager's designee. Failure of the Parties to enter into any such Operating Memorandum shall not affect or abrogate

any of the rights, duties, or obligations of the Parties or the provisions of this Agreement. An Operating Memorandum shall be recorded as an addendum to this Agreement.

8. **Term of Maps and Other Project Approvals.** Pursuant to California Government Code section 66452.6(a), the term of each subdivision map that is processed on all or any portion of the Property and the term of each of the Entitlements shall be extended for a period of time through the Term of this Agreement. Should this Agreement be terminated prior to the expiration of the Term, the Owner shall have 30 days to submit an application for the extension of the term applicable to any portion of an approved tentative map, pursuant to Chapter 32 of the Escondido Municipal Code.

9. **Infrastructure Capacity.** Subject to Owner's proportionate contribution to infrastructure and the Public Benefits provided by Owner, in accordance with the requirements of the Entitlements, the City hereby acknowledges it will have sufficient capacity in its infrastructure services and utility systems, including, without limitation, traffic circulation, flood control, sanitation service, and, except for reasons beyond the City's control, sewer collection; sewer treatment; and water supply, treatment, distribution, and service, to accommodate the Project. To the extent the City renders such services or provides such utilities, the City hereby agrees it will serve the Project and there shall be no restriction on connections or service for the Project except for reasons beyond the City's control.

10. **Easements.** Easements dedicated for pedestrian use shall be permitted to include easements for underground improvements, including but not limited to drainage, water, sewer, gas, electricity, telephone, cable, and other utilities and facilities so long as they do not unreasonably interfere with pedestrian use.

11. **Public Improvements.** Owner agrees to construct any public improvements as required and described in any conditions of approval for the Entitlements or in this Agreement (“**Public Improvements**”). Owner shall construct the Public Improvements within any applicable timeframes set forth in the conditions of approval for the Entitlements or this Agreement.

12. **Fees.** Owner shall pay the General Fees in the amounts in effect at the time Owner submits payment of such fees unless otherwise explicitly provided in this Agreement. Development Impact Fees shall remain at the amount in effect at the Effective Date of this Agreement for a period of five years. After the expiration of five years after the Effective Date, Development Impact Fees shall be paid in the amounts in effect at the time Owner submits payment of such fees. The payment of Development Impact Fees and General Fees may be deferred in accordance with City requirements and memorialized in a writing separate from this Agreement.

13. **Funding Mechanism for Public Services.** Owner shall establish a lawful, proportional funding mechanism to offset the impacts to additional ongoing public services required for the Project. To fund such public services, Owner may voluntarily initiate and consummate proceedings to participate in a community facilities, assessment, or service district organized and adopted by the City in accordance with local, state, or federal law, or alternatively, Owner may establish another lawful funding mechanism reasonably acceptable to the City.

14. **Density Transfer.** The City has 167 units of potential density within the Specific Plan Area from ownership of two parcels totaling approximately 148 acres. The General Plan and Specific Plan have established that the density derived from the acreage held by the City may be transferred to other parcels within the Specific Plan Area, at the discretion of the City Council and in return for public benefit. Consistent with the General Plan and Specific Plan, the City will transfer 20 units of density to Owner for Public Benefit outlined in this Agreement. This density

transfer will not cause the total density within the Specific Plan Area to exceed the total allowable density under the Specific Plan Area or General Plan. Owner shall be entitled to use this transferred density to develop the Project consistent with the Entitlements, Future Entitlements and this Agreement.

15. **Payment of Transfer Fee:** Owner to pay per unit fee of \$77,400 per transferred unit, for a total of 20 Units. Total payment of \$1,548,000 to the City of Escondido to be made prior to Final Map recordation.

## **ARTICLE IV**

### **Provision of Public Benefits**

1. **Description of Public Benefits.** Owner shall provide the City with the Public Benefits, as further described in Exhibit B, as consideration for the City's good faith performance of all applicable terms and conditions in this Agreement.
2. **Occupancy Contingent on Public Improvements and Benefits.** Owner acknowledges that the City shall not grant a certificate of occupancy for the first residential or commercial unit on the Property prior to construction. Owner shall construct the Public Improvements within any applicable timeframes set forth in the conditions of approval for the entitlements of all Public Improvements and construction and provision of all Public Benefits. This contingency for occupancy shall survive the termination of this Agreement. In consideration of the Owner constructing the Improvements, the City will transfer 20 units of density to Owner, as set forth in Article III, section 14 of this Agreement.
3. **Recordation of Final Map Contingent on Security for Public Improvements and Benefits.** Prior to recordation of the Final Map, Owner must enter into one or more subdivision improvement agreements that will detail Owner's construction obligations for any Public

Improvements and Public Benefits, and will require Owner to provide financial security for completion of construction, in a form or forms approved by the City Attorney.

4. **Processing During Litigation.** The filing of any third-party lawsuit against the City or Owner relating to this Agreement, any Entitlements, or to other development issues affecting the Property shall not delay or stop the development, processing, or construction of the Project or approval of Entitlements, unless the third party obtains a court order preventing the activity or as otherwise required by law. This provision shall not apply to any third-party lawsuit related to the demolition of any building on the Property based on a challenge to the determination of said building's historical significance.

## ARTICLE V

### Annual Review

1. **Owner Responsibilities.** At least once every 12 months, continuing through the duration of the Term, Owner shall demonstrate good faith substantial compliance with the major provisions of this Agreement and provide, to the best extent possible, the status and timing of development of the Project, including construction of Public Improvements and provision of Public Benefits, to the City for an Annual Review. If requested by the City, Owner shall provide any additional detail or information necessary to demonstrate good faith compliance with any particular provision of this Agreement identified by the City.

2. **Opportunity to Be Heard.** Owner shall be permitted an opportunity to be heard orally and in writing at any noticed public hearing regarding its performance under this Agreement. Owner shall be heard before each appropriate board, agency, or commission, and the City Council, at any required public hearing concerning a review of performance under this Agreement.

Notwithstanding the foregoing, Owner acknowledges that the opportunity to be heard may be affected by a change in the City's procedures as to public meetings in relation to the current ongoing COVID-19 pandemic or other future pandemic or similar event.

3. **Information to Be Provided to Owner.** At least 10 days prior to the City Council's consideration and review of Owner's performance under this Agreement, the City shall mail to Owner a copy of any applicable staff reports and related exhibits.

4. **Annual Review Letter.** If in connection with the Annual Review, the City Council determines that Owner is found to be in substantial compliance with this Agreement, upon written request by Owner, the City shall issue a letter to Owner stating that, based upon information known or made known to the City Council, the City Planning Commission, and/or the City Manager, this Agreement remains in effect and Owner is in compliance ("**Annual Review Letter**"). Owner may record the Annual Review Letter in the Official Records of the County of San Diego.

5. **Lack of Annual Review.** The City's lack of performing an Annual Review of Owner's substantial compliance with the terms and conditions of this Agreement shall not constitute or be asserted as a default by Owner so long as Owner is otherwise in compliance with this Article V, nor shall it constitute or be asserted as the City's waiver of any failure of Owner to perform or otherwise comply with the terms of this Agreement.

## ARTICLE VI

### Delay, Default, Remedies, and Termination

1. **Notice and Cure of Default.** In the event of a material default of this Agreement, the Party alleging a default shall give the defaulting Party a notice of default ("**Notice of Default**") in writing. The Notice of Default shall specify the period of time in which the default may be cured, which shall be at least 30 days ("**Cure Period**"). Any Notice of Default shall specify the nature of

the alleged failure and, where appropriate, the manner in which such alleged failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot be reasonably cured within the Cure Period, then the commencement of the cure within the Cure Period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure completed within the Cure Period. During the Cure Period, the Party charged shall not be considered in breach. If the default is cured within the Cure Period, then no breach shall be deemed to exist.

2. **Waiver.** Except as otherwise expressly provided in this Agreement, a failure or delay in asserting any rights or remedies as to any default, including the failure or delay in giving a Notice of Default, shall not operate as a waiver of any default or of any rights or remedies otherwise available to a Party or deprive a Party of the right to institute and maintain any action or proceeding that it may deem necessary to protect, assert, or enforce any rights or remedies it may have.

3. **Default by Owner.** The City's Director of Development Services may recommend the review and termination of this Agreement to the City Council upon an occurrence of a material default that is not cured within the Cure Period. The foregoing does not limit any of the City's other remedies upon a material breach of this Agreement by the Owner.

4. **Default by the City.** Upon a material default by the City that is not cured within the Cure Period, Owner, without limiting any of its other remedies, shall not be obligated to complete any of its obligations under this Agreement, and any resulting delays in Owner's performance shall neither be construed as a material default by Owner nor constitute grounds for termination or cancellation of this Agreement by the City.

## ARTICLE VII

### Encumbrances and Releases on Property

1. **Discretion to Encumber.** This Agreement shall not prevent or limit Owner from encumbering the Property, or any portion of or improvement on the Property, by any mortgage. The City acknowledges that lenders providing financing may require modifications to this Agreement, and the City agrees, upon request from Owner, to meet with Owner and/or representatives of lenders to negotiate in good faith any lender request for modification to this Agreement, provided that any modification will not affect the timely completion or fulfillment of any requirements in the Entitlements or this Agreement relating to the Public Benefits.

## ARTICLE VIII

### Miscellaneous Provisions

1. **Recitals.** The Recitals set forth above are included herein by this reference as part of this Agreement and the Parties agree that said Recitals are essential facts to this Agreement.
2. **Severability.** This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement. If any material part of the Agreement is adjudged by a court of competent jurisdiction to be invalid, void, or illegal, the Parties shall take all steps necessary to modify the Agreement to implement the original intent of the Parties in a valid and binding manner.
3. **Entire Agreement.** This Agreement, together with its attachments or other documents described or incorporated herein, contains the entire agreement and understanding of the Parties

concerning the subject matter of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. The Parties acknowledge that (i) no other Party, nor the agents nor the attorneys for any Party, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, to induce the execution of this Agreement, and (ii) this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

4. **Waivers.** All waivers of the provisions of this Agreement must be in writing and signed by the appropriate agents of the City or Owner.

5. **Recording.** This Agreement shall be recorded in the Official Records of the County of San Diego within 30 days following the later of (i) the Effective Date, or (ii) the Parties' execution of the Agreement.

6. **Project as a Private Undertaking.** It is specifically understood by the Parties that the Project is a private development and Owner shall have the full power and exclusive control of the Property subject to the provisions of this Agreement. Any improvements completed remain the property of the Owner unless the City has explicitly accepted any improvement or as otherwise provided herein.

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

8. **The City's Ongoing Statutory Authority.** Except as expressly stated, nothing in this Agreement shall limit the City's authority and responsibility under the California Constitution and applicable California statutes to act in the best interests of the public health, safety, and welfare,

and nothing in this Agreement is intended to limit in any way the legislative discretion or authority otherwise afforded the City under state or federal law.

9. **Covenant of Cooperation.** The Parties shall cooperate with and assist each other in the performance of the provisions of this Agreement including assistance in obtaining permits for the development of the Property that may be required from public agencies other than the City. The covenant of cooperation shall include, to the maximum extent permitted by law, that the City shall use its best efforts to prevent any ordinance, measure, moratorium, or other limitation from invalidating, prevailing over, or making impossible any provision of this Agreement, and the City shall cooperate with Owner to keep this Agreement in full force and effect. Owner reserves the right to challenge any such ordinance, measure, moratorium, or other limitation in a court of law if it becomes necessary to protect the development rights vested in the Property pursuant to this Agreement.

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

of this Agreement, such that any future successor in title or owner or operator of the Property or Project shall be bound by the terms herein.

11. **Time of the Essence.** Time is of the essence for each term and condition of this Agreement.

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

13. **No Waiver of Owner's Existing Rights Under Applicable Laws.** This Agreement shall not constitute a waiver of any of Owner's existing rights under applicable laws, nor shall it limit or expand Owner's right to challenge any General Fee, Exaction, or Future Exaction as being contrary to applicable law or in excess of the City's legal authority.

14. **Authorization.** Each person executing this Agreement hereby warrants and represents that he or she has the authority to enter into this Agreement and to bind his or her respective entity to the provisions hereof.

15. **Counterparts.** This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

16. **No Third Party Beneficiaries.** This Agreement and each and every provision hereof is for the exclusive benefit of the Parties hereto and not for the benefit of any third party, except as set forth herein.

(SIGNATURE PAGE FOLLOWS)

This Agreement is executed by the Parties or their duly authorized representatives:

**CITY OF ESCONDIDO,**  
a California municipal corporation

By: \_\_\_\_\_  
Dane White  
Its: Mayor

**Meridian Communities, LLC**  
a [A Delaware Limited Liability Company]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

(Above Signatures Must Be Notarized; Acknowledgment Pages Follow)

APPROVED AS TO FORM:

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

By: \_\_\_\_\_  
M. Dare DeLano, Senior Deputy City Attorney

## ACKNOWLEDGMENT

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

STATE OF CALIFORNIA ]

COUNTY OF \_\_\_\_\_ ]

On \_\_\_\_\_, before me,

\_\_\_\_\_, a Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

City

## ACKNOWLEDGMENT

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

STATE OF CALIFORNIA ]

COUNTY OF \_\_\_\_\_ ]

On \_\_\_\_\_, before me,

\_\_\_\_\_, a Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

**Owner**

**EXHIBIT A**

Legal Description of Property

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

DRAFT

## **EXHIBIT B**

### **Public Benefits**

#### **I. PUBLIC BENEFITS AND IMPROVEMENTS**

**A. PUBLIC ART.** Owner reserves the right to implement, construct, or install public art in lieu of paying the fee required for the Project associated with public art, defined as “art in public places” in Escondido Municipal Code section 33-731 (“**Public Art**”). Any Public Art proposed to be implemented, constructed, or installed shall be subject to the review and approval of the Director of Development Services, which shall occur prior to the issuance of the first building permit for the Project. If any proposed Public Art is not approved by the Director of Development Services, or a request for such Public Art is not submitted by Owner, at the time the City is otherwise prepared to issue the first building permit for the Project, then the otherwise applicable public art fee shall be paid prior to the issuance of the first building permit for the Project. The cost involved with the implementation, construction, or installation of any Public Art shall be comparable to that which would otherwise have been assessed as the public art fee for the Project.

**B. OPEN SPACE PRESERVATION.** Preserving approximately 10.95 acres of open space, together with related plant and animal habitat and steeper hillsides.

**C. STREET “E”.** Installation of full Street “E” improvements from Lake Wohlford Road on the north to Bevin Drive on the south, as identified in the Northeast Gateway Specific Plan.

**D. DRAINAGE IMPROVEMENTS.** Providing for drainage improvements that benefit Planning Area 2 (PA2).

**E. FISCAL BENEFIT.** Payment of \$1,548,000 to the City for the transfer of 20 units of density from the City’s Northeast Gateway allocation.

### **EXHIBIT C**

Fee Guide for Development Projects is available at the following link:

<https://www.escondido.org/Data/Sites/1/media/Building-Division/2022FeeGuideUpdateSeptember2022.pdf>

DRAFT

## EXHIBIT "E"

### FACTORS TO BE CONSIDERED / FINDINGS OF FACT

Ordinance No. 2023-05

PLANNING CASE NUMBERS: PL22-0145, PL22-0146, PL22-0147 and PL23-0032

#### **Specific Plan Amendment Determinations:**

1. The public health, safety and welfare would not be adversely affected by the proposed amendment to the Northeast Gateway Specific Plan because the amendment would facilitate safe and efficient traffic circulation through the proposed project with appropriate traffic calming measures incorporated, along with design features to avoid impacts to cultural resources. The proposed amendment also would allow for flexibility in setbacks along the internal Street "E" consistent with typical single-family (R-1 zone) development and would refine architectural development standards in a manner that would allow future construction of homes to support the varied residential housing types and needs of the City and overall San Diego region.
2. The proposed amendment to the Northeast Gateway Specific Plan would not be detrimental to surrounding properties because it would assist in the implementation of the vision and goals identified in the Specific Plan.
3. The proposed amendment to the Northeast Gateway Specific Plan would be consistent with the General Plan because it would not increase residential densities allowed by the General Plan and would not detrimentally impact levels of services on area roadways. Further, the amendment would retain the General Plan vision for Specific Plan Area #5 that promotes quality development; provides for orderly development of the SPA in relation to the existing community; and to provide for residential housing opportunities while preserving the natural features of the Specific Plan Area.
4. A specific plan is a tool for the systematic implementation of the General Plan. It effectively establishes a link between implementing policies of the General Plan and the individual Project proposal. A General Plan consistency analysis has been provided, attached to the January 24, 2023 Planning Commission and February 15, 2023 staff reports, which is incorporated herein by this reference as though fully set forth herein.
5. Specific plan amendments must comply with the scope and authority of section 65450 to 65457 of the California Government Code. The Planning Commission find the proposed Specific Plan Amendment has been completed in compliance with the law.

#### **Development Agreement Determinations:**

1. The proposed Development Agreement is consistent with the goals, policies, general land uses and programs specified in the General Plan because the approved residential development is consistent with the requirements of the Northeast Gateway Specific Plan (Planning Area 2) land-use designations which allows single-family residential development on the site.

2. The General Plan land-use designation for the subject site is Specific Plan. The subject parcels are located within Planning Area 2 of the Northeast Gateway Specific Plan that allow a base density of up to 44 units/lots. The Specific Plan allows for the transfer and purchase of additional unit/lots through the Development Agreement process. The project is consistent with the adopted General Plan and Specific Plan that anticipates single-family residential development on the project site. Proposed lot sizes range from approximately 7,000 square feet to 14,000+ square feet, which would be consistent with the development requirements for Planning Area 2.
3. The proposed Development Agreement is compatible with the uses authorized in, and the regulations prescribed for the land-use district in which the real property is located, along with all other provisions of the Zoning Code, because the project meets all requirements of the General Plan, Zoning Code and Northeast Gateway Specific Plan, as stated above.
4. The proposed Development Agreement is in conformity with public convenience, general welfare, and good land use practices. The design of the residential map and the type of improvements would not degrade the levels of service on the adjoining streets or drainage systems, with the implementation of the recommended Conditions of Approval. City water and sewer are existing and available to the site, and existing service to surrounding properties would not be adversely impacted. The project would not create any adverse noise impacts to adjacent properties due to the residential nature of the project and limited traffic generated by the project. The project would be in conformance with the General Plan and Northeast Gateway Specific Plan as noted in the sections above.
5. The proposed Development Agreement would not adversely affect the orderly development of property or the preservation of property values because the proposed project would not disrupt or divide the physical arrangement of the area. The project site is zoned for residential uses and is adjacent to similar single-family residential uses. The project density, yield, and lot sizes would be consistent with the underlying Specific Plan land-use designation, and consistent with adjacent residential development and lot sizes. Access would be provided by the extension of internal Street "E" consistent with the intent of the Specific Plan. Development of the project and proposed improvements would not adversely alter or impact the existing circulation pattern throughout the surrounding neighborhood, nor preclude the development of surrounding parcels. Adequate public facilities are available and water service can be provided to the project with nominal extension of nearby existing facilities.
6. Public benefits would be provided with development including the completion of internal Street "E," and payment for the transfer of units from the City into the project.
7. The proposed Development Agreement is consistent with the provisions of Government Code Sections 65864 et seq.



# STAFF REPORT

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February 15, 2023  
File Number 0110-20

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## SUBJECT

### CITY OF ESCONDIDO'S RESPONSE TO THE IMPACTS OF HOMELESSNESS

## DEPARTMENTS

City Manager's Office; Police Department; Development Services, Housing and Neighborhood Services Division

## RECOMMENDATION

Staff Recommendation: Receive and File; Provide Feedback and Direction (City Manager Office: Christopher McKinney; Police: Chief Ed Varso)

Presenter: Christopher McKinney, Deputy City Manager and Ed Varso, Chief of Police

## FISCAL ANALYSIS

The City of Escondido ("City") spent approximately \$2.05 million of General Funds in the last year to address the impacts of homelessness. The work is accomplished predominantly by three City Departments: the Development Services Department (Housing and Neighborhood Services Division); the Police Department; and the Public Works Department.

Expenses in the Housing and Neighborhood Services Division include staff time to apply for grant funding, to manage distribution of such grant funding, to provide documentation to grantors about the distribution of funds, and to interact with service providers to insure proper use of City and grant funding. Total staff expenditures on activities related to homelessness for this Division were approximately \$60,000, all of which was funded through County and Federal grants.

The Escondido Police Department (EPD) budget has both direct and indirect impacts. Indirect impacts include supply, equipment, and training expenses necessary to professionally respond to homeless related matters. Additionally, there is a direct cost of approximately \$1.4 million to fund the EPD Community Oriented Policing and Problem Solving (COPPS) Unit. EPD recently modified data collection practices which allow for more detailed fiscal analysis of the homelessness response in the future.

Expenses in the Public Works Department totaled approximately \$643,000. As described in the Background section, Public Works expended funding on debris cleanup (~\$454,000); property safekeeping (~\$5,000); damage repair (~\$111,000); implementing measures for Crime Prevention through Environmental Design (CPTED) (~\$65,000); and inter-agency outreach (~\$8,000).



# CITY of ESCONDIDO

## STAFF REPORT

### BACKGROUND

#### **HOUSING AND NEIGHBORHOOD SERVICES DIVISION, DEVELOPMENT SERVICES DEPARTMENT**

##### **City Participation in the Annual Point-In-Time Count of the Homeless Population**

The Point-in-Time (PIT) Count is a count of those people in Escondido who are unsheltered and those in temporary shelter. Temporary shelter includes emergency shelter, transitional housing, domestic violence programs, and safe havens. The PIT Count is conducted in communities across the United States during the last week in January, under the assumption that the greatest number of people will be in shelter at this time of day and time of year. The PIT Count is required by the Federal Department of Housing and Urban Development (HUD), and helps policymakers and services program administrators identify the scope of homelessness and track progress towards reducing it. The data gathered during the PIT Count can inform the public while also reflecting local, regional, and national trends in homelessness. PIT Count data allow for creation of new policies, more efficient distribution of resources, and development of new resources.

The most recent PIT Count was conducted on the morning of Thursday, January 26, 2023. Data from that Count has not yet been released. The 2022 Point-in-Time Count for Escondido, for which data was released on May 19, 2022, counted 499 individuals experiencing homelessness.

##### **Management of City Contracts with Homeless Services Providers**

The City applies for and receives grant funding from the Federal Department of Housing and Urban Development (HUD) and the County of San Diego to fund services for those experiencing homelessness, to fund programs to find suitable temporary and long-term housing, and to provide assistance to those at-risk of becoming homeless. These funds are awarded via contracts with the City to multiple homelessness services providers, with oversight on the expenditures of funds by the City, County, and Federal governments.

Funding to address the impacts of homelessness generally falls into four categories: Prevention, Outreach, Emergency Shelter, and Permanent Housing. The table in the following page provides a general description of City contracts in effect or anticipated in Fiscal Year 2023.



# CITY of ESCONDIDO

## STAFF REPORT

### CITY OF ESCONDIDO CONTRACTS FOR PROVISION OF HOMELESS SERVICES - 2023

	Resource Category	Contractor	Description	Amount	Funding Source	End date
1	Prevention	Escondido Education COMPACT	Provide financial literacy, case management, rental and utility assistance to 100 families with children who are at-risk of homelessness in the City.	\$143,490	ESG (Annual)	10/31/2023
2	Prevention	Interfaith Community Services	Provide rental and utility assistance to 122 low-income households who are at-risk of experiencing homelessness.	\$1,513,037	ESG-CV (One-time)	9/30/2023
3	Outreach	Interfaith Community Services	Provide two full-time, street outreach workers to help individuals living on the street with resources and housing options.	\$249,995	ESG-CV (One-time)	9/30/2023
4	Outreach	Interfaith Community Services	Provide one behavioral health clinician to work with people with complex cases living on the streets in Escondido.	\$78,335	ESG-CV (One-time)	9/30/2023
5	Emergency Shelter	Alliance for Regional Solutions	Provides financial support to Interfaith Community Services to operate Haven House that is a 49-bed emergency shelter in Escondido.	\$400,000	ESG-CV (One-time)	Complete
6	Emergency Shelter	Interfaith Community Services	Helps vulnerable individuals and families access non-congregate, short-term shelter through the use of motel vouchers.	\$805,992	ESG-CV (One-time)	9/30/2023
7	Housing	Interfaith Community Services	Individuals and families experiencing homelessness in Escondido are referred through the Coordinated Entry System to receive short-term rental assistance.	\$785,155	ESG-CV (One-time)	9/30/2023
8	Housing	National CORE	Construct 49 units for Seniors 62+ and of which 25 units will be reserved for individuals who are at-risk of homelessness with mental illness.	\$4,000,000	Successor Housing Agency (One-time)	Fall 2023
9	Housing	TBD	Build permanent housing, specifically geared to help individuals who are homeless.	\$2,260,000	HOME-ARP (One-time)	TBD



# CITY of ESCONDIDO

## STAFF REPORT

### **POLICE DEPARTMENT – COMMUNITY ORIENTED POLICING AND PROBLEM SOLVING (COPPS) UNIT**

The EPD responds daily to calls for service related to homeless individuals in our community. While it is not the role of the police to criminalize homelessness, it is the EPD's responsibility to fairly enforce the law to ensure public safety and prevent disorder in Escondido. This effort is led primarily through the Community Oriented Policing and Problem Solving (COPPS) Unit and the EPD Patrol Division.

1. COPPS Unit – The mission of the Escondido Police Department's COPPS Unit is to support Patrol operations, and the larger Escondido community, by focusing our problem-solving efforts on areas experiencing persistent crime and disorder. The COPPS Unit takes a data-driven approach based on calls for service, observations of law enforcement and City staff, and concerns from the community to identify the areas with persistent crime and disorder. Once a location is identified, the COPPS Unit opens a formal "COPPS Project." The project location could be a specific address, a shopping center, or even an area comprised of several city blocks. COPPS Officers then meet with area residents and businesses to learn detailed information about the challenges. A plan is put into place that addresses the issues from multiple approaches. The multiple approach plan usually includes: support services for those experiencing homelessness, addiction, and mental health needs; crime prevention strategies for residents and businesses; and special enforcement details with a zero-tolerance approach to criminal violations. When the Police Department and the community partner on a COPPS Project the results are impactful. For example, a COPPS Project at our local Motel Six resulted in an over 76% reduction in police calls for service in less than one year.
  1. Intervention List- The COPPS Unit, in partnership with the San Diego Psychiatric Emergency Response Team (PERT), identified a need for an intensive approach to those homeless individuals who pose the greatest risk of harming themselves or harming others. An Intervention List was created, whereby a COPPS Unit police officer and our assigned PERT Clinician work in partnership to offer a case management-like approach to those at greatest risk. The first goal is to help those on the list to quickly enter treatment for addiction and/or mental health issues. If those efforts fail and the person is posing a threat to public safety then applicable laws are enforced. In the first year, 26 individuals were helped through this approach; 12 of those 26 individuals remain in treatment or are incarcerated and no longer posing a threat to themselves or our community.
2. Patrol Division- The EPD Patrol Division is comprised of front-line police officers responding to emergency and non-emergency calls for service, as well as performing proactive patrols of the city and enforcing laws to protect Escondido. The Patrol Division is responding throughout each day to calls for service from members of our community who observe criminal or otherwise safety-concerning behavior from individuals experiencing homelessness. On average, our patrol officers respond to 15-20 calls for service a day on homeless-related issues. Additionally, over 13% of all crime reports involve known homeless individuals.



# CITY of ESCONDIDO

## STAFF REPORT

### **PUBLIC WORKS**

Public Works Department staff are a critical workforce in the City's response to impacts of homelessness on the community. The efforts of Public Works can be placed into five general categories: (1) Debris Cleanup; (2) Property Safekeeping; (3) Damage Repair; (4) Implementing Measures for Crime Prevention through Environmental Design (CPTED) Measures; and (5) Inter-Agency Outreach.

1. **Debris Cleanup** – Public Works employees are dispatched daily around areas of the City known to be impacted by trash and debris as a result of homelessness. These employees also respond to calls for support from the EPD when large amounts of property or debris are abandoned at encampments. In Calendar Year 2022, Public Works completed over 1,050 service requests and removed over 4,500 cubic yards of debris related to homelessness. Additionally, Public Works crews proactively patrolled over 1,500 known debris hot spots.
2. **Property Safekeeping** - Abandoned property is collected by the Debris Cleanup crews. Property in possession of an individual under arrest or incarceration is also collected and catalogued by Public Works staff. Abandoned property is stored at the Public Works Yard for 30 days if it is deemed of reasonable value. In 2022, Public Works stored property from 292 debris removals, while property from 146 of these was retrieved within 30 days. For those arrested or incarcerated, staff initiated in late 2022 – in conjunction with the Police Department's COPPS Unit - the Safekeeping Property process for storage of property. Such property is stored for up to 60 days. In the last two months, Public Works employees catalogued and stored the property of 10 individuals, with 7 people retrieving personal property within the 60-day period. Property safekeeping of property is required by California law.
3. **Damage Repairs** – Public Works employees are tasked with repairing damage resulting from homelessness, including: repairs to security fencing; replacing or repairing damaged or stolen electrical equipment; retrieving shopping carts removed from retail premises; clearing clogged storm water inlets and storm channel curtain; and repairing irrigation and landscaping destruction. These instances are difficult to attribute to the effects of transiency unless they are witnessed by repair crews or reporting parties and therefore, are likely understated.
4. **Implementing Measures for Crime Prevention through Environmental Design (CPTED)** - Public Works Department supports the EPD's COPPS unit making environmental changes that reduce or eliminate trespassing and other illegal activity (i.e., CPTED measures). In 2022, Public Works staff helped in the construction and implementation of several measures, including installation of concrete river rock feature, red curbs to prevent parking, non-native plant removal, and signage.
5. **Interagency Outreach** - Throughout 2022, Public Works staff, including the downtown Park Rangers, coordinated with the County of San Diego County Office of Homeless Solutions Outreach Workers and the California Department of Transportation (CalTrans). This coordination is beneficial to the City for a number of reasons, including better outreach to the homeless



# CITY of ESCONDIDO

## STAFF REPORT

population to connect them with services and better coordination of debris removal from the CalTrans rights-of-way within the City.

### **ONLINE DASHBOARD OF HOMELESSNESS DATA**

During the City Council meeting on February 15, City staff will provide data related to the activities described in this Staff Report. This data will include updated population data, costs of City staff activity, debris and trash collection totals, and homeless services outcomes. This data will also be available to the public on an ongoing basis through an online dashboard. This dashboard will be available after the meeting and will be periodically updated with data as it is available. The dashboard will be found online via a link on the City's website ([escondido.org](http://escondido.org)).



# STAFF REPORT

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February 15, 2023  
File Number 0480-70

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## SUBJECT

**AUTHORIZATION AND ACCEPTANCE OF THE COUNTY OF SAN DIEGO'S CAPITAL EMERGENCY SOLUTIONS GRANT AND EXECUTION OF GRANT AND REGIONAL SHELTER COLLABORATION AGREEMENTS TO ADDRESS FAMILY HOMELESSNESS AND SUBCONTRACT WITH INTERFAITH COMMUNITY SERVICES, INC.**

## DEPARTMENT

Development Services; Housing and Neighborhood Services Division

## RECOMMENDATION

1. Adopt Resolution No. 2023-02 accepting \$736,066.68 for the Interfaith Community Services Family Shelter Capital Project (the "Project") and execute the Capital Emergency Housing Solutions Grant Agreement (the "Grant Agreement") with the County of San Diego
2. Execute a Public Services Agreement (the "PSA") with Interfaith Community Services, Inc. for the operation of a low-barrier, emergency shelter in Escondido for families experiencing homelessness
3. In support of the Project and the Grant Agreement, enter into a Regional Shelter Collaboration Agreement with the County of San Diego and its Health and Human Services Agency (HHSA) ("the HHSA Agreement")

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

Presenter: Christopher McKinney, Deputy City Manager / Director of Utilities

## FISCAL ANALYSIS

Staff time and resources have been expended to apply for this grant application and additional time will be required to manage the contract for the next 24 months. There is no committed funding source to staff homelessness initiatives and to manage this project or similar projects in the FY 2022-23 budget.

## PREVIOUS ACTION

This is a new agenda item and no previous action has been taken by the Escondido City Council.



# CITY of ESCONDIDO

## STAFF REPORT

### BACKGROUND

On May 24, 2022, the San Diego County Board of Supervisors approved a one-time, \$10 million-dollar grant using the County's general funds to support the creation of new capital emergency housing solutions for persons experiencing homelessness ("Program"). The first round of Program funding was released in June 2022 and was made available to all 18 cities in San Diego County.

The City of Escondido ("City") elected to not apply for the first round of Program funding because the City did not have any shovel-ready homeless projects identified with site control. In addition, the City did not have any operational funding available to support the project for two years, which was an application requirement of the Program. The City receives its homeless services funding through federal grants, such as CDBG, ESG, and ESG-CV, and the application period for the first round of funding through the Program was released after the City had allocated its federal resources to different projects in fiscal year ("FY") 2022-2023.

A second round of Program funding was made available in September 2022 by the County. The City was approached by Interfaith Community Services ("Interfaith"), a local nonprofit, who requested help opening their new, low-barrier emergency family shelter in Escondido. Given that homelessness and affordable housing are two of the top concerns of residents living in the City, City staff elected to pursue the Project as proposed by Interfaith and seek funding for the same via the Program. A copy of the City's Program Application is attached to this Staff Report as [Attachment 1](#) and incorporated herein by this reference. Additionally, the partnership with Interfaith ensured that a shovel-ready Project with ongoing operational funding could be supported through Program funds.

The need for the emergency family shelter is reflected in many of the City's goals. In addition, the City saw a 56% increase in family homelessness in 2022 compared to the 2020 Point-in-Time data. Additionally, the Escondido Union School District reported having over 1,600 students enrolled in the District who were experiencing homelessness and qualified for McKinney-Vento Act resources during the school year 2021-22. The need for the Project was echoed by service providers like Escondido Education COMPACT and Interfaith Community Service staff.

The City is aware there is a limited number of resources for families experiencing homelessness not only in Escondido, but also in North County. There are currently two-family shelters, Operation HOPE and Solutions for Change, which are both located in Vista, and have a limited number of beds, long waitlists and have high admission requirements for program entry. As a result of this data and community need, the City and Interfaith jointly applied for the County's Program with the intention to use the awarded funds to open a new, low-barrier emergency family shelter in Escondido.

The City received a notice of intent to award from the County of San Diego's Department of Homeless Solutions & Equitable Communities on November 17, 2022, for \$736,066.68. The notice of intent to award is attached to this Staff Report as [Attachment 2](#) and incorporated herein by this reference. The County



# CITY of ESCONDIDO

## STAFF REPORT

awarded \$10 million in grants to the cities of Carlsbad, Chula Vista, Escondido, Oceanside, San Diego, and Vista, of which over \$6 million or 60% was directed to North County to add 135 new shelter resources. The City, as a pass-through entity, will utilize the Program funds to purchase shelter furniture, add playground equipment, purchase an ADA compliant van, install security cameras and pay for any outstanding design work or permit fees associated with the Project.

The new, low-barrier emergency family shelter will be owned and operated by Interfaith. The shelter will feature 10 bedrooms that can accommodate up to 10-16 families (both small and large households with six members) totaling 36 beds at a given time. The amenities at the shelter will include one commercial kitchen, seven family-friendly bathrooms with private stalls, a dining area (capacity of 40), recreational areas, computer room, children's play area, lobby, employee offices, and outdoor playground. The program will serve at least 50 families annually and provide wraparound services aimed at moving households into permanent housing.

The Project is under construction and is set to open in April 2023 with all of the remaining renovation work completed prior to December 31, 2024. Out of the 50 households served in the next 12 months, the program plans to exit 33 families into permanent housing and help 28 families increase their income (earned or benefits) from program start to exit. All participants will have access to onsite mental health therapy, allow pets and provide transportation.

City staff also recommends that the City Council authorize execution of the Regional Shelter Collaboration Agreement between the City of Escondido and the County of San Diego in support of the Project. The Regional Shelter Collaboration Agreement will enable the City to receive additional resources at the shelter, such as behavioral health continuum of care services, public health education and communicable disease screening, and one onsite specialist to enroll families in self-sufficiency benefits like CalWorks, General Relief, CalFresh, Medi-Cal, and Cash Assistance Program for Immigrants. In exchange for these additional resources, the City and Interfaith shall agree to keep the shelter open at all times (nights, weekends and holidays), provide three meals a day, security, hygiene, onsite restrooms, showers and storage for resident use. The Project shelter will install necessary fire sprinklers, HVAC and other critical infrastructure. Case management will be housing-focused to obtain long-term housing. All data will be tracked in the Homeless Management Information System ("HMIS") in accordance with Community Standards adopted by the Regional Task Force on Homelessness. Aggregate data will be shared to ensure service coordination.

With Council approval of Resolution 2023-02, and execution of related agreements as referenced herein, City staff will work with Interfaith to complete the Project in the timeline outlined in the staff report.

### RESOLUTIONS

Resolution No. 2023-02



# CITY *of* ESCONDIDO

## STAFF REPORT

Exhibit A: Capital Emergency Housing Program Grant Agreement

Exhibit B: Professional Services Agreement with Interfaith Community Services, Inc.

Exhibit C: Regional Shelter Collaboration Agreement

### **ATTACHMENTS**

1. City's Program Application
2. Notice of Intent to Award



## COUNTY OF SAN DIEGO CAPITAL EMERGENCY HOUSING SOLUTIONS GRANT PROGRAM APPLICATION

The County of San Diego is accepting applications from local jurisdictions for funding to initiate the creation of new and permanent emergency shelter solutions. Funding is available for incorporated city jurisdictions only and must be used on **one-time, capital projects** resulting in long-term and sustainable overnight shelter solutions for persons experiencing homelessness. Ongoing operational and indirect costs **will not** be considered for funding through this grant program. Project models may include but are not limited to emergency shelters, safe parking lots, sleeping cabins and tiny homes, or the expansion of capacity of an existing shelter.

City jurisdictions may submit multiple projects, but each must be on a separate application and will be evaluated independently.

**APPLICATION PACKAGE** - This application package includes:

1. Capital Emergency Housing Solutions Grant Program Application
2. Attachment A – Project Budget Template
3. Attachment B – City Resolution to be completed upon Notice of Intent to Award

### **REQUIREMENTS FOR SUBMISSION**

To apply for the Capital Emergency Housing Solutions Grant Program, jurisdictions must submit at a minimum the below items to [HSEC-OHS.HHSA@sdcounty.ca.gov](mailto:HSEC-OHS.HHSA@sdcounty.ca.gov) by **Tuesday, 10/11/22 by 3:00 pm**. Please consider limitations on email size and check to make sure your application email does not exceed your jurisdiction's size limitations. Note that HSEC will confirm receipt of applications by 5pm on the day they are submitted. If you applied but did not receive the confirmation, contact HSEC immediately. Applications not confirmed by 5pm on **10/11/22** will not be considered for award.

1. Applicants must adhere to and answer the sections below:
  - 1.1. Section 1: Application Cover Page and Certifications
  - 1.2. Section 2: Project Overview (**15 page maximum**)
  - 1.3. Section 3: Response to Identified Need (**10 page maximum**)
  - 1.4. Section 4: Timeline
  - 1.5. Section 5: Project Budget
  - 1.6. Section 6: Financial Information
2. Project Budget (Attachment A), as requested in Section 5.1
3. Financial Information, as requested in Section 6.3-6.5
4. If applicable, Maintenance Agreements or Commitment Letters, as requested in Section 2.4
5. If applicable, Supporting Evidence of Site Control, as requested in Section 2.10.2

Applications must be submitted in font Times New Roman, font size 12, single-spaced, with 1-inch margins. All attachments must be clearly labeled.

**EVALUATION CRITERIA** – The evaluation criteria listed below are in descending order of importance. Applications should provide clear and concise data with sufficient detail to allow for the evaluation of these criteria:

1. Project Readiness – Factors such as site control, constraints, approvals, permits, and financial readiness are important in evaluating overall project readiness.



## COUNTY OF SAN DIEGO CAPITAL EMERGENCY HOUSING SOLUTIONS GRANT PROGRAM APPLICATION

2. Response to Identified Need – The need for the project can be demonstrated through a combination of factors, including but not limited to: Geographic Location, Point in Time Count data (<https://www.rtfhsd.org/reports-data/>), and Healthy Places Index data (<https://www.healthypacesindex.org>). The project's responsiveness to that need should be detailed, including the estimated number of individuals served, project goals, and anticipated outcomes.
3. Sustainability of Operations – Jurisdiction must demonstrate that the resulting emergency shelter solution can be sustained for a minimum of two (2) years. It is encouraged that any subsequent use of the resulting facility be aligned with a homelessness solution.
4. Community Readiness – Description of community engagement performed regarding project.

**PRE-APPLICATION MEETING** – A pre-application meeting will be held by Video/Teleconference using the Zoom platform at **3-4pm, Thursday, 9/22/22 (Zoom Info TBD)**. Invite will be sent to all email contacts who received the Notice Letter and Application Materials. The County will provide an overview of the Application process and other pertinent information. Attendance at the pre-application meeting is encouraged but not mandatory.

**QUESTIONS** – Questions regarding this Application shall be submitted in writing to [HSEC-OHS.HHSA@sdcounty.ca.gov](mailto:HSEC-OHS.HHSA@sdcounty.ca.gov). Oral explanations or responses to questions will not be binding upon the County. Questions will be answered in subsequent e-mail communication to all cities.

**TIMELINE** – Applications for this grant program are due by email to [HSEC-OHS.HHSA@sdcounty.ca.gov](mailto:HSEC-OHS.HHSA@sdcounty.ca.gov) by **Tuesday, 10/11/22 at 3:00 pm**. The County intends to notify jurisdictions of intent to award approximately 30 days after the application deadline, however additional documentation may be needed to make final awards.

For any City that receives a Notice of Intent to Award, an approved resolution of the associated City Council accepting County funds and agreeing to specified conditions of funding will need to be executed and sent to the County prior to any disbursement of funds, see Attachment B - City Resolution.

vent Description	Date and Time
Application Materials sent to Cities	<b>9/2/22</b>
Pre-Application Meeting	<b>9/22/22 @ 3-4pm</b>
Applications due	<b>10/11/22 by 3pm</b>
Notice of Intent to Award	<b>Anticipated November 2022</b>



**COUNTY OF SAN DIEGO  
CAPITAL EMERGENCY HOUSING SOLUTIONS GRANT PROGRAM  
APPLICATION**

**APPLICATION – ALL FIELDS MUST BE COMPLETED AS APPLICABLE**

<b>SECTION 1 – APPLICATION COVER PAGE, CERTIFICATIONS AND SIGNATURE</b>	
Submit this Completed Form as the Cover Page of Your Application	
<b>DESCRIPTION</b>	
Capital Emergency Housing Solutions Grant Program, County of San Diego	
<b>JURISDICTION INFORMATION (TO BE COMPLETED BY JURISDICTION)</b>	
Please Type or Print Clearly	
<b>JURISDICTION INFORMATION</b>	<b>REPRESENTATIVE AUTHORIZED TO SIGN OFFER</b>
City of Escondido	Christopher W. McKinney
Jurisdiction Name	Authorized Representative Name
201 N. Broadway, Escondido, CA 92025	Deputy City Manager
	Authorized Representative Title
	cmckinney@escondido.org
Address	Authorized Representative Email Address
(760) 839-4631	(760) 839-4090
Telephone Number	Authorized Representative Telephone Number
www.escondido.org	201 N. Broadway, Escondido, CA 92025
Website Address	
Fax Number (optional)	Mailing Address
Federal Tax identification Number (TIN):	<b>AUTHORIZED POINT OF CONTACT (POC)</b> (if different from Authorized Representative)
Communications to Jurisdiction regarding this Application will be sent to the POC. If no POC is provided, such communications will be sent to the Authorized Representative.	Holly Nelson
	POC Name
	Housing & Neighborhood Services Manager
	POC Title
	<a href="mailto:hnelson@escondido.org">hnelson@escondido.org</a>
	POC Email Address
	(760) 839-4518
	POC Telephone Number
	201 N. Broadway, Escondido, CA 92025
	POC Mailing Address
<b>CERTIFICATIONS AND SIGNATURE</b>	



**COUNTY OF SAN DIEGO  
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The undersigned certifies as follows:

1. The undersigned has the authority to execute the application and these certifications on behalf of the applicant city.
2. The undersigned and the applicant city represent as follows as a condition of potentially receiving government funds through the application:
  - 2.1. The city is responsible for ensuring that it and any entity it provides money to from the grant comply with all grant-required terms and conditions.
  - 2.2. The city will ensure that any recipients of grant funding have all appropriate licenses and experience to perform work under the grant.
  - 2.3. The city will ensure that any project receiving grant money complies with all principles of Housing First in California Welfare and Institutions Code section 8255.
  - 2.4. The city will ensure that all facets of any project funded with grant money complies with all applicable fair housing and disability accessibility laws and regulations and will be operated so as to affirmatively further fair housing.
  - 2.5. The city will be responsible for refunding to the County any funds not expended on the project for which the city has applied, or which were deemed by the County to have been used improperly either by the city or by any other party.
  - 2.6. The city will ensure that none of its personnel involved in any decisions related to the project or the application have any conflict of interest under any Federal, State, or local law, and that the personnel of any entity with which the city works on the project do not violate any such Federal, State, and local conflict of interest laws.

The undersigned and the city represent, and for the duration of the grant continue to represent, that each of the above certifications are and will continue to be true.

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date



**COUNTY OF SAN DIEGO  
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**SECTION 2 – PROJECT OVERVIEW (15 page maximum)**

**2.1 Title of Project** (List title of the project.)

Interfaith Community Services: Family Shelter

**2.2 Project Location** (List the location of the project, including address and assessor parcel number(s).)

250 N. Ash Street, Escondido CA 92027  
Parcel # 230102300

**2.3 Owner of Project Site** (List who the owner is of the underlying property at the project site.)

Interfaith Community Services

**2.4 Name of person or entity responsible for project site maintenance** (List the name of the person or persons or entity responsible for project site maintenance. Attach copy of maintenance agreements or commitment letters, if applicable.)

Mark Whitaker  
Operations Manager, Interfaith Community Services

**2.5 Total Amount Requested** (List the total amount requested.)

\$736,066.68

**2.6 Project Description** (Describe the project that this grant will support.)

The City of Escondido requests funding to support the opening of a new, low-barrier emergency family shelter program in Escondido. The family shelter will be owned and operated by Interfaith Community Services (Interfaith), a 501(c)3 nonprofit organization, based in Escondido with over 40 years of experience providing emergency shelter and housing programs in North San Diego County. The family shelter will feature 10 units that can accommodate up to 10-16 families at a given time and will provide a pathway out of homelessness for approximately 50 families annually. The program will serve families who are experiencing homelessness in San Diego County and provide wraparound services aimed at moving households into permanent housing.

This emergency shelter will be the first low-barrier family shelter in North San Diego County. Interfaith will not screen out families due to their substance use or mental health diagnoses. The program will accept families with little-to-no income or income history. Barriers to admission will also be reduced as the shelter will welcome diverse family groups including single and dual parents with children under the age of 18, as well as non-traditional families such as grandparents with grandchildren and parents with adult children who are living with a disability. Family pets will also be allowed per program rules with kennels available on-site.



## COUNTY OF SAN DIEGO CAPITAL EMERGENCY HOUSING SOLUTIONS GRANT PROGRAM APPLICATION

Following a Housing First approach, the primary focus of the program will be housing stability:

- Provide a safe and stable housing for families experiencing homelessness.
- Reduce the length of time a family experiences homelessness.
- Connect families with the necessary resources to ensure stability and increase household income. The project will offer a continuum of services to assist individuals and families in obtaining and maintaining stable, long-term housing.
- Ensure all families are supported to live healthy lifestyles and personal wellness.
- Provide onsite mental health therapy to reduce the impact of trauma and interfamily violence.
- Support educational goals of all children in the shelter.
- Increase socialization and community support.
- Ensure parents have access to support that allows them to provide a safe, stable environment for their families now and into the future.

Intended measurable impacts of the program over a 12-month grant period will include:

- Open the family shelter program at 250 N. Ash Street in December 2022 and complete all renovations by October 2023.
- Provide 50 households from San Diego County with emergency shelter services focused on securing stable housing.
- 60% or 33 families enrolled in the family shelter program will exit to stable housing.
- 55% or 28 families enrolled in the family shelter program will demonstrate an increase in household income (earned and/or benefits) from program entry to exit.

Interfaith began operating its family shelter in August of 2021 at a temporary location while awaiting renovations at its Hawthorne Veteran and Family Resource Center (HVFR) in Escondido. Since launching the program, Interfaith has served 65 households (97 adults and 126 minors) and the temporary shelter has been a safe refuge for pregnant mothers and five healthy babies have been delivered to residents in the program.

The shelter will provide on-site counseling services. The Family Shelter Clinician will offer individual or family therapy sessions to interested adults, children, and families. Group counseling will be offered focusing on parenting, crisis intervention, and child behavioral health support. The Clinician will consult regularly with Interfaith Case Managers to evaluate interventions on a case-by-case basis. The Clinician will supervise master's level clinical interns who will provide family therapy in the form of play therapy, psychoeducation, parenting classes, and interpersonal dynamics.

Interfaith's Family Shelter will offer a safe, stable environment for the family to stay in, with private rooms rather than the standard congregate emergency shelter setting. Each family will have the privacy they need to feel safe, while also being able to interact with others within the shelter. This nurturing environment combined with wraparound supportive services aimed at moving participants to permanent housing, enables these families to change the trajectory of their lives. This program is structured to immediately improve their economic stability and ultimately support long-term independence and housing stability.



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**2.7 Purpose of County Grant** (Describe how the grant funding will be used, ensuring County funds are only used for one-time, capital expenses related to emergency homelessness solutions.)

The purpose of this one-time capital improvement funds is to support the renovation of Interfaith's existing Hawthorne Veteran and Family Resource Center into a family shelter program. County funding will support the completion of renovations to the facility (currently underway), the creation of an outdoor play area and shade canopy, a security package including door locking system and security cameras, the purchase of an ADA Van for transportation, and furniture for the family bedrooms and the Children's Center, and laundry room.

The existing facility previously housed Interfaith's Recuperative Care Program, which recently moved to an expanded property. The two-story property is owned by Interfaith Community Service and is surrounded by greenery and an inviting outdoor courtyard conducive to family living. The family shelter is gated and has cameras throughout the exterior and interior of the building for safety purposes. The facility is ADA compliant and has stairs and an elevator to ensure residents with limited mobility can easily access all areas of the building. Interfaith employs a gardening service to maintain the landscape as well as a daily cleaning service to ensure common spaces of the program remain clean and sanitary. The shelter has sufficient parking for residents to ensure families have access to their vehicles within the gated facility. The building is well positioned near public transportation and is walkable to many grocery stores, community health clinics and other retail stores.

This year-round shelter will serve between 10 to 16 families at a time, depending on family composition. The facility will provide 10 separate living areas for families; four for smaller-sized families and six for larger families, with a total of 36 beds. The amenities in the shelter will include one commercial kitchen, seven family-friendly bathrooms with private stalls, a dining area (capacity of 40), recreational areas, computer room, children's play area, lobby, employee offices, and outdoor playground.

Interfaith was awarded Emergency Solutions Grants CV funding from the County of San Diego and substantial renovations have already occurred and/or are currently underway. The scope of the renovations was generated by the Interfaith team and conceptualized by Ware Malcomb and Unite Pacific, Inc. MC Construction provided estimates for the costs from these provisions.

These include:

- Expansion and reconfiguration of six (6) existing bedroom areas into three (3) large multi-person bedrooms.
- Reconfiguration of two (2) existing large multi-stall restrooms into seven (7) private restrooms.
  - Each with its own shower, toilet, sink, baby changing station, and seating.
  - Each new private restroom will have occupancy indicators and be ADA compliant.
- Reconfiguration and combining of two (2) small break room areas into an efficient commercial kitchen to include one (1) new, three-compartment sink, one (1) hand sink, one (1) gas stove and grease trap, one (1) health department compliant hot water heater, one (1) new commercial dishwasher, one (1) mop sink, modified HVAC, and an Ansul Hood system.
- Expansion of an existing dining area to accommodate up to 40 people.



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- Additional upgrades to the building include code compliant electrical modifications, extension of gas lines to the kitchen area, reconfiguration of fire sprinklers and air ducting.
- Repurposing of a 2,500 SF, unusable portion of the site into a flat outdoor recreation area for children. This includes grading and installation of a new retaining wall will be required to accommodate the new outdoor recreational area.

Since the Covid-19 pandemic, construction and building material costs have risen significantly year-over-year. Accordingly, the construction budget has increased since its original estimates in 2020. This project will complete remaining renovations and the purchase of furnishings and equipment to make the site fully operational. Furnishings include beds, mattresses, linens, and storage for the family rooms, furnishings and supplies for a Children's Center (for activities and daycare), and a laundry room. Requested funds also includes the purchase of an ADA compliant van for transportation of residents to essential appointments.

Please see Attachment A for complete Project Budget.

**2.8 Sustainable Operations** Describe how the resulting emergency shelter solution can be sustained for a minimum of two (2) years.)

Interfaith's family shelter will be sustained for a minimum of two years through additional government grant funding, private foundation grants, contributions from corporations, individual donors, and faith-based communities. The agency was recently awarded a \$200,000 grant from the Regional Taskforce on Homelessness to support family shelter operations. In addition, Interfaith has a pending application for the HUD Continuum of Care Supplemental to Address Unsheltered Homelessness (Special NOFO) competition which, if funded, would provide \$1,173,999 over 3 years for joint transitional housing and Rapid Rehousing services for the family program. A board resolution was signed on September 29, 2022 from Interfaith committing the operational expenses of the family shelter program for a minimum of two years (24 months) (Please see Attachment B)

Interfaith will work with local Medi-Cal managed care plans through the California Advancing and Innovating Medi-Cal (CalAIM), to address the social determinants of health that impact a family's ability to stabilize. This source will fund community supports that meet social needs such as food and housing.

**2.9 Project Partners** (List any project partners, including their role and any agreements including subcontractors.)

1. Interfaith Community Services – site owner and program operator
2. Unite Pacific – project management services
3. MC Contracting – general contractor
4. Ware Malcomb – interior architectural design
5. EPS Group, Inc. – civil engineering
6. Salehi Engineering – electrical engineering
7. Terra Environmental – asbestos inspection and abate contractor



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**2.10 Site Readiness** (Documentation of site control and necessary permits and approvals will be requested prior to final grant approval.)

**2.10.1** Does jurisdiction have evidence of site control? If yes, indicate which of the following applies.

- ☒ Clear title with no encumbrances or limitations that would preclude the proposed use
- ☐ An existing long-term lease with the proposed Project being an allowed use and provisions to make improvements on the property
- ☐ A leasehold estate held by a tribal entity in federal tribal trust lands property, or a valid sublease thereof that has been or will be approved by the Bureau of Indian Affairs
- ☐ A fully executed option to purchase, sales contract, or other enforceable agreement to acquire the property
- ☐ A Letter of Intent (LOI) that outlines the terms of a sale or lease contract, providing that a fully executed option to purchase or sales contract will be executed within 60 days.
- ☐ Evidence that a preliminary review of zoning, permitting, environmental, and other necessary site due diligence has been performed and that no findings in the initial review will preclude this use.

Please see Attachment C

**2.10.2** If jurisdiction does not have evidence of site control, please describe the plan and timeline for obtaining site control and provide supporting evidence and a Memorandum of Understanding or partnership agreement between site owner/jurisdiction.

Not applicable.

**2.10.3** Confirm that the proposed project complies with applicable zoning for the project site. If not, list all approvals that will be required to operationalize the project, including formal actions by your city council or outside agencies, and describe the strategy for obtaining them. In your response, provide a detailed timeline for acquiring all approvals and permits.

This project complies with the City's zoning requirements for the proposed site at 250 N. Ash Street in Escondido.

Interfaith Community Services will be required to submit a permit for an outdoor canopy and playground equipment. No other permits are required to complete this project.

Anticipated timeline:

November 2022 – Intent to Award notification  
December 2022 – application of required permit  
January-March 2023 – anticipated approval of permit  
August 2023 – outdoor canopy and playground

**2.10.4 CEQA Readiness** (What is the status of the project regarding the California Environmental Quality Act (CEQA)? What actions, if any, including formal actions by your city council or outside agencies, are needed related to CEQA and what are the associated timelines?)



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The California Environmental Quality Act (CEQA), an environmental review has been completed and construction is underway. No other actions are required to complete renovations according to the anticipated timeline.

**2.11 Community Readiness** (Describe community engagement that has been completed related to the project to ensure community readiness. If none has been completed to date, please describe plans for community engagement and include timeline of planned actions.)

The community's response to a family shelter being opened in the Escondido has been positive. Interfaith has engaged the community through a variety of community meetings to ensure community readiness for the shelter. The City facilitates quarterly meetings with local service providers, including Escondido Union School District staff, who have voiced the need for a family shelter. Families who have graduated from the interim family shelter program have been asked about their experience and shared that having a safe place for the children live, grow, and play has made a remarkable difference in their lives.

City staff and Interfaith has also engaged in the multiple conversation the Escondido Union School District about the high needs within the community. The social worker has reinforced this resource will serve not only Escondido families, but those throughout North San Diego County. Over the years, local law enforcement and faith communities have referred families experiencing homelessness to Interfaith and Escondido Education COMPACT; despite the lack of a family shelter beds and both agencies have done as much as possible to meet the needs of these families.

Interfaith will continue to engage the local community through a robust volunteer, school, faith community, and donor engagement. The agency has already received inquiries from the community about volunteer opportunities within the family shelter and other ways to support this project.

**SECTION 3 – RESPONSE TO IDENTIFIED NEED (10 page maximum)**

Provide a narrative response detailing the demonstrated needs in the jurisdiction for homelessness solutions and how this project addresses those needs. Data related to Point in Time Count, Healthy Places Index, or other data demonstrating jurisdictional need, as well as estimates of who will be served by this project should be included to evaluate the level of response to the identified need.

The pandemic has impacted everyone in the community, especially people experiencing homelessness. The year 2020 marked the first time in a decade that homelessness among families did not decrease. In fact, according to the 2020 Point-in-Time Count, an estimated 55,739 family households were identified as homeless. According to a new report titled, "Homelessness Crisis Response System 2021 Data and Performance Report," published by the Regional Task Force on Homelessness, San Diego family homelessness is on the rise. The reported showed a 33% increase in the number of families experiencing homelessness between 2019 and 2021. Staggeringly, the 2022 Point-in-Time Count (PITC) showed the number of families experiencing homelessness was **up 56% from the 2020 PITC**.



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The City of Escondido saw a 16% increase in city's overall homelessness count from 429 individuals (165 sheltered; 264 unsheltered) in 2020 to 499 individuals (317 sheltered; 182 unsheltered) in 2022. In looking at the PITC data between 2020 and 2022, City staff observed a 288% increase in sheltered families.

The need is sadly reflected in the number of homeless students enrolled in the Escondido Union School District. The District reported 1,599 students enrolled from preschool to eighth grade were experiencing homelessness and qualified for McKinney-Vento Act resources in FY2021-22. City staff have worked with the school social worker to help families get connected to vital resources, but in North County, shelter resources are scarce for families experiencing homelessness with the two emergency shelters for families are Operation HOPE and Solutions for Change which require drug testing upon entry, disqualify mental health diagnoses and having limited availability. Solutions for Change has a program for homeless families, however, it requires a long-term commitment and workforce participation.

Homelessness can have a tremendous impact on children – their education, health, sense of safety and overall development. Studies have shown that children experiencing homelessness have three times the rate of emotional and behavioral problems than those living in stable housing. The longer children stay on the streets, the farther behind they fall in school. In addition, by age 12, 83% of children experiencing homelessness have experienced violence, and 42% of children in homeless families are under the age of six. Children are more likely to experience separation from their families; change in schools, repeat a grade, be expelled or drop out of school and have lower academic performance.

The cycle of homelessness is devastating for anyone, but for a family, it is crushing. Homeless families are usually headed by a single woman with limited education, are typically young, and have young children. Children experiencing homelessness are highly impacted by Adverse Childhood Experiences (ACEs). In a groundbreaking CDC-Kaiser Permanente ACE Study, evidence showed the more adverse childhood experiences – such as divorce, sexual assault, interpersonal violence, homelessness, the poorer a person's health outcomes would be as an adult.

Causes of homelessness are complex. Pathways into and out of homelessness are multifaceted and may include financial insecurity, relationship breakdown, and addiction, all which is compounded by the high cost of housing, limited inventory and long waitlist for affordable housing and housing choice vouchers making more families are at-risk of homelessness than in years prior. Homelessness and affordable housing are two of the top concerns of residents living in City of Escondido. This need is reflected in multiple goals on the City 5-year Consolidated Plan 2020-2024 around homelessness prevention, temporary housing, engaging families on the streets, supportive services and provider permanent housing to households experiencing homelessness.

The City of Escondido is one of four cities in San Diego County and the only city in North County to receive Emergency Solutions Grants. This federal funding stream issued by HUD to local jurisdictions aids individuals and households at-risk or experiencing homelessness with prevention, street outreach, emergency and rapid rehousing resources. Interfaith Community Services' family emergency shelter proposal aligns directly with the city's goals.



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Housing is the solution to homelessness. The majority of families benefit from assistance to help them rapidly reconnect to permanent housing. Rapid re-housing provides help with housing search, financial assistance, and case management services to help families quickly transition out of shelters and back into housing of their own. In addition, families may require and/or significantly benefit from more intensive or long-term support, through the provision of transitional housing, permanent rental assistance, or permanent supportive housing to escape homelessness. Families can also benefit from connection to other supports designed to strengthen and improve their lives, such as child care, employment assistance, early childhood services, income support, or mental health counseling.

Interfaith Community Services, North County's leading human services agency, recognizes the multitude of barriers community members must overcome to achieve self-sufficiency and provides a continuum of care to effectively help break the cycle of homelessness. The target population for this grant includes families with children under age 18 or a disabled dependent adult, unconventional families that include grandparents, siblings, aunts and uncles, and other family structures.

In response to the increase in families facing homelessness, in April 2021, Interfaith began providing urgently needed low-barrier shelter to families with children. This program is operating at a temporary location while the permanent site is renovated. Interfaith believes that by offering support to families through a low-barrier program, those with substance use and mental health disorders will be able to secure a safe place to stay while receiving support for the challenges they are working to overcome.

Since opening the Family Shelter, Interfaith has served 65 families, sheltering over 200 adults and children. Out of the 223 individuals served, 126 have been children, with 96 being under the age of 12. Prior to coming to the shelter, 192 individuals (86%) were experiencing homelessness for less than a year, including 60 individuals (27%) who had been homeless for less than seven days. This is evidence of the overwhelming need for families to have a timely access to shelter, allowing them to avoid the multiple traumas that families experiencing homelessness may suffer.

#### **SECTION 4 – TIMELINE**

Include a timeline with key dates leading to operationalization of the project.

##### November 2022:

- Intent to Award Notification
- Internal and external painting begins
- Purchase furnishings for family rooms, Children's Center, and Laundry
- Order PDK Cypher Lock System
- Order Play Ground
- Purchase Van
- Order exterior lighting
- Order security cameras



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December 2022:

File application for permit for playground and canopies  
Installation of PDK Cypher Lock System  
Replace staircase carpet with LVT  
Install exterior lighting  
Installation of security cameras  
Opening of the Emergency Family Shelter Program at the Hawthorne Family Resource Center.

May 2023:

Preparation of playground area  
Landscaping  
Select and Purchase Playground Structure

July 2023:

Lid Covers  
Exterior Lighting  
Locks and Key FOBs Installed

August 2023:

Playground and rubber matting installed

October 2023:

Complete Project  
Complete Renovations

**SECTION 5 – PROJECT BUDGET**

**5.1 Project Budget Template** (Attachment A) (Complete template for project proposed.)  
Please see Attachment A

**5.2 Project Budget Narrative** (Include project budget narrative describing costs submitted in 5.1.)

**Budget Narrative**

Interfaith Community Services – Family Shelter

Site Work

Work performed by MC Construction, includes:

- Existing conditions/Demo \$8,856.00
- Plumbing \$3,180.00
- Electrical \$7,000.00
- Exterior Improvements \$178,000.00
- Fireproofing Corridor: \$50,000

Total: \$257,036.00

General Requirements, Profit and Overhead



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Work performed by MC Construction, includes original budget estimates of \$5,775 related to Site Work and \$89,220 related to Interior Improvements. Includes Profit and Overhead \$173,951.16 (approximately 20% of site work and interior improvement scope of work), reflecting increased construction and material goods costs. Total: \$268,946.16.

Interior Improvements

Work by MC Construction, includes:

- Existing conditions/Demo \$9,810.00
- Thermal and moisture protection 5,398.04
- Openings/Doors \$24,884.00
- Finishes \$144,513.50
- Specialties \$19,525.41
- Equipment \$97,123.97
- Fire Suppression \$13,150.00
- Plumbing \$175,937.80
- HVAC \$37,937.80
- Electrical \$36,845.28
- Furnishings \$12,600.00

Total: \$577,724.80

Furnishings

Purchase of furnishing for the 10 family units, a children's center, and laundry room:

Item	Cost Per Unit	Number of Units	Total
Bunkbeds Twin Full	\$850	6	\$5,100
Bunkbeds Twin/Twin	\$400	10	\$4,000
Pull out beds with Mattress	\$200	8	\$1,600
Twin Mattresses	\$250	26	\$6,500
Twin Mattress Covers	\$40	35	\$1,400
Full Mattresses	\$350	10	\$400
Full Mattress Covers	\$40	10	\$400
Dressers	\$450	10	\$4,500
Desks with hutch and bookshelf	\$200	10	\$2,000
Desk Chairs	\$100	10	\$1,000
Lamps	\$35	10	\$350
KidsKraft Reading Nook	\$200	10	\$2,000
Portable Cribs	\$200	6	\$1,200
Full Bed Linens	\$75	25	\$1,870
Twin Bed Linens	\$60	30	\$1,800
Portable Crib Bed Linens	\$45	40	\$1,800
Pillows (2-pack) *These items not reused	\$30	280	\$8,400
Towel Sets	\$30	64	\$1,920



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Folding Bookcases	\$500	4	\$2,000
Bookcases	\$200	2	\$400
Classroom storage cabinet	\$600	3	\$1,800
Children Tables and Chairs	\$200	10	\$2,000
Cubbies 8x3	\$500	2	\$1,000
Caterpillar Tunnel	\$260	1	\$260
Indoor soft foam climber	\$150	3	\$450
Daycare changing table/cabinet	\$750	2	\$1500
ECR4Kids Softzone Patchwork & Blocks	\$170	1	\$170
Mobile Storage Cabinet with Locks	\$750	3	\$2,250
Block Cabinet	\$110	3	\$330
25 Tray Storage Cube	\$380	1	\$380
Stool Modular Seating Set	\$190	2	\$380
Study Station	\$150	10	\$1,500
Rugs	\$150	6	\$900
Daycare Toys and Supplies	\$6,000	1	\$6,000
Washers	\$2,250	4	\$10,000
Dryers	1,250	4	\$5,000
Total			<b>\$84,265</b>

Playground Equipment, Outdoor Canopy

Includes preparation/grading of site (\$35,000), rubber mulch (\$7,000) purchase of playground equipment (\$50,000) and outdoor canopy (\$35,000). Total: \$127,000.

Door Locking System, Security Cameras

Includes purchase of a door locking system (\$60,000) and security camera upgrades (\$30,000). Total \$90,000.

Other: ADA Compliant Van Transportation

Purchase of an ADA Compliant Van to provide transportation for family shelter residents to and from appointments and services including medical appointments and education or employment related participation. Total: \$75,000.

Civil Engineering

Work performed by EPS Group, includes topographical survey, grading and drainage plan, consulting and calls. Total: \$8,890.00

Architectural Design and Permit Planning

Work performed by Ware Malcomb, includes:

- Basic services \$2,000.00
- Interior Design, Design, Document development, permit coordination, contract phase \$15,600.00
- Commercial kitchen consultation \$4,800.00



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- Added Services Architectural \$7,050.00
- Alternative services, occupancy coordination if needed \$6,000.00

Total: \$35,450.00

**Project Management / Landscape Architecture**

Work provided by Unite Pacific. Includes project management at 12 weeks x 2 hrs x hourly rate of \$95.00. Total: \$11,400.00

**Contingency:**

Calculated at 5% of Construction Hard Costs, excluding purchase of Security Systems and ADA Van. Total: \$69,748.60

**PROJECT TOTALS**

Total Request to County Emergency Housing Solutions: \$736,066.68

Total Other County Funds (Secured): \$870,079.00

Total Project Budget: \$1,606,645.68

**SECTION 6 - FINANCIAL INFORMATION**

The County is evaluating financial information for the proposing jurisdiction. The jurisdiction is responsible for evaluating financial information to determine the fiscal stability of their proposed project partners.

**6.1** Briefly outline the internal fiscal management process the organization will use to monitor and ensure that County funding and other revenues are adequate to meet Project costs.

The City has a long-standing partnership with Interfaith Community Services in delivering and administering grants to individuals at-risk or experiencing homelessness in Escondido. Throughout its 42-year history of service to North San Diego County, Interfaith has managed grants at every level of government – city, county, state, and federal and the current operating budget for the agency is \$26 million. Interfaith has administered and monitored grants for programs ranging from \$1,000 to \$1,000,000, and government grants in excess of \$5 million at the city, county, state, and federal level. Interfaith's governing Board of Directors fully reviews the agency budget at yearly adoption, and monitors ongoing spending through Finance, Audit, Budget, and Investment committees.

The City of Escondido will ensure funds are being appropriately spent by reviewing all invoices and backup documentation on a monthly basis. The program expenditures will be compared to the program budget and any discrepancies found will be addressed by City staff and further clarification will be requested. Once the documents have been reviewed, a check request will be created and authorized by the Deputy City Manager. The City will facilitate regular meetings with Interfaith to ensure the project is meeting its proposed timelines and will address any outstanding billing-related concerns.

Interfaith currently uses Abila's MIP for its fiscal management system. MIP has full fund accounting capabilities to ensure appropriate segregation, control, accounting, and oversight of all funds, property, expenses, revenues, and assets for each contract. This robust automated accounting software system



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CAPITAL EMERGENCY HOUSING SOLUTIONS GRANT PROGRAM  
APPLICATION**

assigns costs and revenue to contracts and allocates expenses across accounting departments in accordance with generally accepted accounting principles (GAAP). MIP complies with FASB, GASB, and other reporting requirements. To ensure proper distribution of direct program costs, indirect and administrative costs, and revenue, and guarantee compliance with all pertinent regulations and contract limitations, Interfaith is audited annually by an independent auditor, fulfilling all requirements of federal single audit and general audit standards and OMB Circular A-122.

The MIP system currently manages more than 75 programs and has full fund accounting capabilities. Interfaith's fund accounting system designates different funding sources for specific programs, with expenses charged using four-digit numeric accounting and program codes that are consistent throughout the organization. Interfaith's program and financial staff identify and authorize the accounts which should be billed on invoices and receipts by using this standardized coding system. This coding system is also used on reimbursement request forms, check request forms, petty cash worksheets, and any other paperwork submitted to the Accounting Department for payment/credit. This enables the Accounting Department to allocate expenses properly immediately upon receipt, and for Department Directors and Program Managers to track and record billable services to the appropriate categories.

Payment procedures include a purchase order system requiring program review, executive review, and two signatures. Interfaith's payment policy is to pay invoices within vendor payment terms. Invoices are approved for payment by the responsible Program Manager and forwarded to their Department Director for authorization before being sent to Accounting for payment. The Chief Financial Officer (CFO) reviews and signs all payments. All checks require two manual signatures. The Accounting Department maintains records which clearly identify all contract related revenues and expenses. These items are date stamped, submitted for payment/credit, entered into the MIP accounting software, and filed by vendor/contractor/ payee name. Once items are entered into the computer, they are assigned an invoice number. This simplifies the research process in the case of a possible discrepancy. Interfaith maintains accounting records for a minimum of five years, or longer as needed per contract requirements.

**6.2** List any associated revenue jurisdiction is leveraging for overall project, indicating if the funding has been committed.

The City of Escondido receives an annual allocation from HUD. No funds have been commitment to the project thus far, but the City is open to potential future funding, if needed.

Interfaith secured a grant in the amount of \$870,079 from the County of San Diego Emergency Solutions Grant CARES Act to support the renovation of the site.

There is a balance of \$736,066.68 to complete the project.

**6.3** Submit, as applicable, the most current un-audited financial statements, to include the Statement of Financial Position (Balance Sheet) and the Statement of Activities (Income Statement).

Please see Attachment D



**COUNTY OF SAN DIEGO  
CAPITAL EMERGENCY HOUSING SOLUTIONS GRANT PROGRAM  
APPLICATION**

**6.4** Submit, as applicable, the following information for the last three (3) fiscal years. Annual audit report to include:

- Audited financial statements with the applicable notes.
- Independent Auditor's Report on Compliance and Internal Control over Financial Reporting based on an Audit of the Financial Statements in Accordance with Government Accounting Standards.
- Independent Auditor's Statement of Findings and Questioned costs.
- Management Letter (if applicable).

If your organization does not have audited financial statements, submit un-audited financial statements for the last three (3) Fiscal Years, to include the Statement of Financial Position (Balance Sheet) and the Statement of Activities (Income Statement).

Please see Attachment D and Attachment E

**6.5** Provide documentation that the organization has sufficient reserves to maintain the project for sixty (60) days. Documentation may include cash and/or credit reserves.

Please see Attachment D



# County of San Diego

**NICK MACCHIONE, FACHE**  
AGENCY DIRECTOR

HEALTH AND HUMAN SERVICES AGENCY  
DEPARTMENT OF HOMELESS SOLUTIONS AND EQUITABLE COMMUNITIES  
1255 IMPERIAL AVENUE, SUITE 864, MAIL STOP W-408  
SAN DIEGO, CA 92101-7402  
(619) 338-2888 • FAX (619) 338-2967

**BARBARA JIMÉNEZ**  
COMMUNITY OPERATIONS OFFICER

November 17, 2022

Holly Nelson, Housing & Neighborhood Services Manager  
City of Escondido  
201 N. Broadway  
Escondido, CA 92025

**Subject:** Capital Emergency Solutions Grant Program Notice of Intent of Award

The County of San Diego, Health and Human Services Agency, Department of Homeless Solutions & Equitable Communities is pleased to notify you that we have reviewed your recent application to County's Capital Emergency Solutions Grant program and have awarded a grant in the amount of **\$736,066.68** for the **Interfaith Community Services: Family Shelter** capital project.

Congratulations on your grant award! We look forward to partnering with you as you embark on this critical capital project, to address needs of persons experiencing homelessness in your jurisdiction. Per the evaluation criteria subsequent communication will be sent out from our Department of Homeless Solutions and Equitable Communities team to complete the process.

If you have any questions, please contact us at [HSEC-OHS.HHSA@sdcounty.ca.gov](mailto:HSEC-OHS.HHSA@sdcounty.ca.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "Barbara Jimenez".

**Barbara Jimenez, MPH, Community Operations Officer**  
Department of Homeless Solutions & Equitable Communities

## RESOLUTION NO. 2023-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, ALL AGREEMENTS NECESSARY FOR THE CITY'S PARTICIPATION IN THE COUNTY OF SAN DIEGO'S CAPITAL EMERGENCY HOUSING SOLUTIONS GRANT PROGRAM AND EXECUTE AN AGREEMENT WITH INTERFAITH COMMUNITY SERVICES, INC. TO RECEIVE PASS-THROUGH FUNDS FROM THE CITY TO CREATE AN EMERGENCY FAMILY SHELTER

WHEREAS on May 22, 2022, the Board of Supervisors ("Board") of the County of San Diego ("County") voted to create the Capital Emergency Housing Solutions Grant Program ("Program") as part of the Board's ongoing efforts to address the problem of homelessness throughout San Diego County; and;

WHEREAS, the Program seeks to make up to \$10 million available to cities to spur the creation of shelters, safe parking lots, and other urgently needed housing solutions; and

WHEREAS, under the Program, awarded funds can only be used for property acquisition and facilities development, but may not be used for ongoing shelter operating expenses or indirect costs; and

WHEREAS, the City of Escondido ("City") submitted an application for the Program on October 11, 2022 (the "Application") proposing to use Program funds to create an emergency family shelter within the City ("Project"); and

WHEREAS, funding allocations under the Program are subject to the terms and conditions contained in the County's Grant Agreement which must be executed by all Program grant recipients (the "Grant Agreement"). A copy of the Grant Agreement is attached to this Resolution as Exhibit B and incorporated by this reference; and

WHEREAS, under the Grant Agreement, the City will be responsible to the County to ensure that all Program requirements are met, including that the Project will be implemented consistent with principles of Housing First enumerated in California Welfare and Institutions Code section 8255, and that the City undertakes this responsibility to the County even if the City provides Program grant funding to a third party for a housing solution; and

WHEREAS, the City will administer the County's funds and contract outcomes as a pass-through entity via a Public Services Agreement with Interfaith Community Services, Inc., a local 501(c)3 nonprofit ("interfaith"). A copy of the Public Services Agreement with Interfaith regarding Program funds is attached to this Resolution as Exhibit "B" and incorporated herein by this reference; and

WHEREAS, to facilitate the Project, the City will also execute a Shelter Collaboration Agreement with the County and Interfaith to add critical behavioral health and sufficiency resources in the shelter system of care in Escondido. A copy of the Shelter Collaboration Agreement is attached to this Resolution as Exhibit "C" and incorporated herein by this reference; and

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

1. That the above recitations are true.
2. That the City accepts the Program grant funding for use on the Project specified in the Application. Accordingly, the Mayor is hereby authorized to execute the Grant Agreement, Shelter Collaboration Agreement, and all other documents required or deemed necessary or appropriate to secure the Program funds from the County and to participate in the Program, and all amendments thereto (collectively, the "Program Documents").
3. That the City warrants and represents to the County that all statements contained in the Application, including but not limited to those in any other documents required by the County, are true

and correct, and that the City will abide by all certifications made in the Application as well as all provisions of the Program Documents.

4. That any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Grant Agreement. Program funds are to be used for the allowable expenditures and activities identified in the Application and Grant Agreement and will solely be used to support the Project.

**CAPITAL EMERGENCY HOUSING GRANT PROGRAM**  
**GRANT AGREEMENT BETWEEN**  
**THE COUNTY OF SAN DIEGO AND**  
**THE CITY OF ESCONDIDO**

This Grant Agreement is entered into between the County of San Diego, a political subdivision of the State of California (County), and the City of Escondido (Grantee) with an effective date of

WHEREAS on May 24, 2022, the San Diego County Board of Supervisors approved a \$10 million-dollar Capital Emergency Housing Solutions Grant Program to support the creation of new capital emergency housing solutions within the 18 incorporated cities; and,

WHEREAS, pursuant to Board of Supervisors, the purpose of this program is to provide one-time capital funds to city jurisdictions to address immediate emergency housing solutions; and,

WHEREAS, the County funds this program primarily with the General Funds; and;

WHEREAS, in August 2022, the County awarded Grantee funding to address emergency housing solutions and ending homelessness; and,

WHEREAS, on DATE the County allocated the grant funding set forth in this Agreement for the purpose described in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Amount of Grant.** The County agrees to pay Grantee the amount of **\$736,066.68 for the Escondido-Interfaith Family Shelter Capital Project.** Under no circumstances is County obligated to pay Grantee more than this amount. County shall pay Grantee after County receives a signed copy of this Agreement from Grantee.
2. **Purpose of Grant.** Grantee shall use the grant funds provided by County under this Agreement solely to provide emergency housing solutions to address homelessness through the Capital Emergency Housing Solutions Grant Program as described in their proposal as listed in Exhibit A.
3. **Term of Agreement.** The term of this Agreement shall be for 24 months starting on the effective date as specified above.
4. **Time Period for Use of Grant Funds and Documentation of Expenditures.**
  - (a) Grantee shall spend all grant funds provided by the County for the purposes specified in Paragraph 2 within 24 months of the effective date of this Agreement as specified above.
  - (b) Grantee shall complete the Documentation of Grant Expenditures Form provided by the County's administrator, setting forth Grantee's total actual expenditures of the grant funds provided under this Agreement.
  - (c) Grantee shall submit the completed grant Documentation of Grant Expenditures Form and the related documentation including, but not limited to, invoices/receipts, credit card statements, check stubs, check copies, copy of canceled checks, copy of bank statements, etc. to the County's administrator promptly after spending the grant funds, but in no event after the end of the Term of Agreement specified above.
    - (i) If the parties agree to extend the Term of Agreement, Grantee shall submit this expenditure documentation by the end of the extended term.
  - (d) If County's administrator requests additional information regarding Grantee's expenditure of the grant funds, Grantee shall promptly submit the requested information to County's Contracting Officer Representative (administrator).

**CAPITAL EMERGENCY HOUSING GRANT PROGRAM**

**GRANT AGREEMENT BETWEEN  
THE COUNTY OF SAN DIEGO AND  
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- (e) Grantee shall retain copies of all receipts, invoices, cash register tapes and other direct evidence of the expenditure of funds for which grant funds are used for the duration of the audit period specified in Paragraph 8.
- (f) If after reviewing Grantee's expenditure documentation, the County's administrator:
  - (i) Determines that the Grantee failed to spend all of the grant funds;
  - (ii) Disallows any expenditure by Grantee;
  - (iii) Determines that the grant funds provided exceed Grantee's total actual expenditures authorized under this Agreement; or
  - (iv) Grant funds were used in a manner contrary to Paragraphs 2 or 5, Grantee shall refund to the County the amount specified by the County's administrator.
  - (v) Grantee shall make this refund within seven (7) County business days after receiving a written request for refund from the County's administrator. In its sole discretion, the County may offset the refund amount from any payment due to or to become due to Grantee under this Agreement or any other agreement with the County.
- (g) If Grantee fails to provide the required documentation of expenditures as required in Subparagraph (b) and (c) above, the County's administrator may request Grantee to refund to the County all or any portion of the grant funds provided under this Agreement. Within seven (7) County business days of receipt of a written request for a refund, Grantee shall refund to the County the amount specified by the County's administrator.
- (h) If Grantee incurs expenses before the County pays the grant under this Agreement, the County will reimburse Grantee in an amount not to exceed the amount specified in Paragraph 1 upon submission of documentation to County's administrator setting forth Grantee's actual expenditures for the purpose specified in Paragraph 2 and approval of the documentation by County's administrator.

**5. Restrictions on use of grant funds.**

- (a) Grant funds shall not be used for any purpose prohibited by laws governing the use of public funds including, but not limited to, religious purposes, political campaigning, or purely private purposes or activities.
  - (i) If Grantee provides or participates in any activity for which public funds may not be used, such as religious activities, Grantee shall inform the County of this activity before accepting any grant funds. Grantee shall ensure that no grant funds awarded pursuant to the Agreement are used to support in any manner said activity.
- (b) Grantee shall only spend grant funds on expenses deemed eligible under the capital projects intent and all grants, regardless of funding source, must be spent for the purposes allowed under Section 2.
- (c) Grantee shall not use grant funds for any authorized expenditure if it is reimbursed from another source, including, but not limited to, insurance proceeds, or any other state, federal or local program.
- (d) Grantee shall not donate any grant funds to a third party.
- (e) Grantee may not include in its Documentation of Grant Expenditures report under this Agreement any expenditures for which Grantee has received or is or will be claiming funding from any other source.

**CAPITAL EMERGENCY HOUSING GRANT PROGRAM**

**GRANT AGREEMENT BETWEEN  
THE COUNTY OF SAN DIEGO AND  
THE CITY OF ESCONDIDO**

- (f) Grantee shall not assign or transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County.
  - (g) Grantee shall comply with all terms and conditions as listed in this contract.
  - (h) Grantee's failure to comply with any provision in Paragraph 5 shall constitute a material breach of this Agreement.
6. **Administrator of Agreement.** The County of San Diego, Health and Human Services Agency, Department of Homeless Solutions and Equitable Communities shall administer this Agreement on behalf of the County, and City of Escondido shall administer it on behalf of Grantee. County and Grantee may from time to time designate a different administrator by providing notice in the manner required by Paragraph 7.
7. **Notice.** All communications from Grantee to the County shall be sent to the contact(s) as listed below. Any notice or notices or other documentation required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the following addresses:

County: **Barbara Jiménez**  
**Community Operations Officer**  
Health and Human Services Agency  
1255 Imperial Ave, Suite 864  
San Diego, CA 92101  
(619) 338-2722  
[Barbara.Jimenez@sdcounty.ca.gov](mailto:Barbara.Jimenez@sdcounty.ca.gov)

Grantee: **Christopher W. McKinney**  
**Deputy City Manager**  
City of Escondido  
201 N. Broadway  
Escondido, CA 92025  
760-839-4090  
[cmckinney@escondido.org](mailto:cmckinney@escondido.org)

And

**Holly Nelson**  
**Housing and Neighborhood Services Manager**  
City of Escondido  
201 N. Broadway  
Escondido, CA. 92025  
760-839-4518  
[hnelson@escondido.org](mailto:hnelson@escondido.org)

Notices that are personally served shall be deemed delivered on the date served. Notices sent by certified mail shall be deemed delivered five (5) County business days after mailing. County and Grantee may from time to time designate a new address for providing notice by providing notice of the new address in accordance with this Paragraph.

**CAPITAL EMERGENCY HOUSING GRANT PROGRAM**  
**GRANT AGREEMENT BETWEEN**  
**THE COUNTY OF SAN DIEGO AND**  
**THE CITY OF ESCONDIDO**

8. **Audit and Inspection of Records.** At any time during normal business hours and as often as the County may deem necessary, the Grantee shall make available, within five (5) County business days of the receipt of a request, to the County for examination all of its records with respect to all matters covered by this Agreement and will permit the County to audit, examine and make excerpts or transcripts from such records, and make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Agreement. Unless otherwise specified by the County, said records shall be made available for examination within San Diego County, California. Grantee shall maintain such records in an accessible location and condition to the later of a period of five (5) years after the termination of this Agreement after all funds have been spent or any remaining funds have been returned unless County agrees in writing to an earlier disposition. The State of California or any Federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this Agreement.
9. **Termination of Agreement for Cause.** If Grantee fails to perform its obligations according to this Agreement, the County may send Grantee a written notice of default that specifies the nature of the default. Grantee shall cure the default within three (3) County business days following receipt of the notice of default. If Grantee fails to cure the default within that time, the County may terminate this Agreement by giving Grantee written notice of immediate termination. Upon termination, Grantee shall promptly provide County's administrator with Documentation of Grant Expenditures setting forth Grantee's total actual expenditures for the purpose of the grant as of the effective date of termination. Grantee shall promptly refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditures for the purpose of the grant, as determined by County's administrator, as of the effective date of termination. The County may also seek any and all legal and equitable remedies against Grantee for breaching this Agreement.
10. **Termination for Convenience of County.** County may terminate this Agreement at any time by giving written notice to Grantee of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. On or before the date of termination, Grantee shall provide County's administrator with Documentation of Grant Expenditures setting forth Grantee's total actual expenditures for the purpose of the grant as of the effective date of termination. Grantee shall promptly refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditures for the purpose of the grant, as determined by County's administrator, as of the effective date of termination.
11. **Termination for Convenience of Grantee.** Grantee may terminate this Agreement at any time by giving written notice to County's administrator of such termination and specifying the effective date thereof at least 60 days before the effective date of such termination. On or before the date of termination, Grantee shall provide County's administrator with Documentation of Grant Expenditures setting forth Grantee's total actual expenditures for the purpose of the grant as of the effective date of termination. Grantee shall promptly refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditure for the purpose of the grant, as determined by County's administrator, as of the effective date of termination.
12. **Interest of Grantee.** Grantee covenants that Grantee presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Grantee's completing the purpose of the grant as specified in Paragraph 2. Grantee further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by Grantee.
13. **Publication, Reproduction and Use of Material.** No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other Country. The County shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

**CAPITAL EMERGENCY HOUSING GRANT PROGRAM**  
**GRANT AGREEMENT BETWEEN**  
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**THE CITY OF ESCONDIDO**

14. **Insurance.** Grantee shall obtain at its own cost and expense and keep in force and effect during the term of this Agreement, including all extensions, policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liability of Grantee, its agents, representatives, employees, volunteers or subcontractors hereunder. Minimum policy limits maintained by Grantee shall in no way limit the indemnification obligations to the County.
15. **Independent Capacity.** In the performance of this Agreement, Grantee and its agents, employees and volunteers shall act in an independent capacity and not as officers, employees, agents or volunteers of the County. This Agreement does not create an employment relationship between Grantee and the County.
16. **Equal Opportunity.** Grantee will not discriminate against any employee, or against any applicant for such employment because of age, race, color, religion, physical handicap, ancestry, sex, or national origin, or any other protected class as defined by Federal or State law. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
17. **Defense and Indemnity.** To the fullest extent permitted by law, County shall not be liable for, and Grantee shall defend and indemnify County and its officers, agents, employees and volunteers (collectively, "County Parties") against any and all claims, deductibles, self-insured retention's, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to County's provision of grant funds and/or Grantee's use of grant funds under this Agreement arising either directly or indirectly from any act, error, omission or negligence of Grantee or its officers, employees, volunteers, agents, contractors, licensees or servants, including without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Grantee shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole active negligent act or willful misconduct of County Parties.
18. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of California.
19. **Complete Agreement.** This Agreement constitutes the entire agreement between Grantee and County regarding the subject matter contained herein. All other representations, oral or written, are superseded by this Agreement. Neither party is relying on any representation outside of this Agreement. This Agreement may be changed only by written amendment signed by both parties.
20. **Waiver.** The failure of either party to enforce any term, covenant or condition of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce this, or any other term, covenant or condition of this Agreement. No waiver shall be deemed effective unless the waiver is expressly stated in writing and signed by the party waiving the right or benefit.
21. **Consultation with Counsel.** Each party has had the opportunity to consult with independent legal counsel of its own choosing before executing this Agreement and has executed this Agreement without fraud, duress, or undue influence of any kind.
22. **Interpretation.** The provisions of this Agreement shall be liberally construed to effectuate its purpose. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party.

**CAPITAL EMERGENCY HOUSING GRANT PROGRAM**  
**GRANT AGREEMENT BETWEEN**  
**THE COUNTY OF SAN DIEGO AND**  
**THE CITY OF ESCONDIDO**

23. **Corporation Qualified to Do Business in California.** If Grantee is a corporation, Grantee warrants that it is a corporation in good standing and is currently authorized to do business in California.
24. **Terms and Conditions Survive Expiration of Term of Agreement.** Unless otherwise specified herein, all terms and conditions of this Agreement shall survive the expiration of the Term of Agreement specified in Paragraph 3 above.
25. **Remedies.** Unless otherwise expressly provided herein, the rights and remedies in this Agreement are in addition to, and not a limitation on, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.
26. **Prevailing Wage.** Unless exempted by applicable law (e.g., Labor Code § 1720.4), projects using over \$1,000 of grant funds for construction, alteration, demolition, installation, repair, refuse and ready-mix concrete hauling, maintenance work, or any other work for which prevailing wages must be paid by Labor Code § 1720 et seq. shall be deemed a “public work” for State prevailing wage purposes. It is not the intent of this Agreement to impose an obligation to pay prevailing wages on work otherwise exempt from the prevailing wage laws. Grantee shall be solely responsible for ensuring prevailing wages are paid when owed.
- Projects subject to the payment of State prevailing wages are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Grantee shall be responsible for ensuring all required job site postings and all certified payroll and other reporting applicable to it as an awarding body are completed in accordance with the State’s prevailing wage regulations. Information regarding the State’s prevailing wage requirements can be obtained from the Director, Department of Industrial Relations at [www.dir.ca.gov](http://www.dir.ca.gov), Labor Code § 1720, et seq., and 8 Cal. Code of Regs. § 16000, et seq.
27. **Counterparts and Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed using electronic or digital signatures in accordance with California law, which signatures shall be deemed an original.

Intentionally left blank

**CAPITAL EMERGENCY HOUSING GRANT PROGRAM**  
**GRANT AGREEMENT BETWEEN**  
**THE COUNTY OF SAN DIEGO AND**  
**THE CITY OF ESCONDIDO**

WHEREFORE, the parties execute this Agreement on the date first written above.

COUNTY OF SAN DIEGO

GRANTEE

By: \_\_\_\_\_  
NICK MACCHIONE, FACHE  
Agency Director

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dane White, Mayor  
City of Escondido

County of San Diego  
Health and Human Services Agency

\_\_\_\_\_

[Note: Person signing on behalf of Grantee must be  
authorized by the city jurisdiction sign this Agreement  
(i.e., City Manager, or person that is able to legally  
bind a city into a contract).]



CITY OF ESCONDIDO  
PUBLIC SERVICES AGREEMENT

This Public Services 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: Holly Nelson  
760-839-4518  
("CITY")

And: Interfaith Community Services, Inc.  
A California nonprofit public benefit corporation  
550 W. Washington Ave.  
Escondido, CA 92025  
Attn: Greg Angela  
760-489-6380  
("CONTRACTOR").

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

WHEREAS, the Parties 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. CONTRACTOR 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 CONTRACTOR's completion of the Services, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **\$736,066.68**. CONTRACTOR shall be compensated only for performance of the Services described in this Agreement.
3. Performance. CONTRACTOR shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of

all reports and other information furnished by CONTRACTOR pursuant to this Agreement, except that CONTRACTOR shall not be responsible for the accuracy of information supplied by the CITY.

4. 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 CONTRACTOR with 10 days' advance written notice. CONTRACTOR 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 CONTRACTOR, then CONTRACTOR shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the Services.
5. City Property. All original documents, drawings, electronic media, and other materials prepared by CONTRACTOR pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONTRACTOR for any other purpose without the CITY's prior written consent.
6. Insurance Requirements.
  - a. CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR 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) If CONTRACTOR 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 CONTRACTOR.
  - 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.* CONTRACTOR'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 CONTRACTOR'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, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated in this Agreement, and CONTRACTOR 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.* CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR 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 CONTRACTOR, its agents, representatives, employees and subcontractors.
  - (7) *Self-Insurance.* CONTRACTOR 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. CONTRACTOR shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONTRACTOR's (i) net worth and (ii) reserves for payment of claims of liability against CONTRACTOR are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONTRACTOR's utilization of self-insurance shall not in any way limit the liabilities assumed by CONTRACTOR 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 CONTRACTOR executes this Agreement, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR to stop work under this Agreement and/or withhold any payment that becomes

due to CONTRACTOR until CONTRACTOR demonstrates compliance with the insurance requirements in this Agreement.

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

a. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall defend, indemnify, 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.

b. All terms and provisions within this Section 7 shall survive the termination of this Agreement.

8. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONTRACTOR in entering into this Agreement, CONTRACTOR 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 CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.

9. 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.

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

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

12. 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 CONTRACTOR 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.
18. 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 CONTRACTOR shall promptly provide the other Party with notice of any changes to such contact information.
19. Business License. CONTRACTOR 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.
20. Compliance with Laws, Permits, and Licenses. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR to comply with this section.
21. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR 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/dprevwagedetermination.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 CONTRACTOR to comply with this section.
22. Department of Industrial Relations Compliance. This public project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post all job site notices required by regulation. CONTRACTOR, 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 CONTRACTOR to comply with this section.
23. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONTRACTOR represents and warrants that all of its employees and the employees of any subcontractor retained by CONTRACTOR who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONTRACTOR 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. CONTRACTOR agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.

24. 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

Interfaith Community Services

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

\_\_\_\_\_  
Greg Angela, CEO or authorized signator

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

Interfaith Community Services, Inc., a California nonprofit public benefit corporation ("Contractor") will provide the City of Escondido, a California municipal corporation ("City") a low-barrier emergency shelter for families experiencing homelessness in compliance with the Capital Improvement Grant Agreement between the County of San Diego and the City effective \_\_\_\_\_.

#### B. Location

Contractor will provide services at the Hawthorne Veteran and Family Resource Center located at 250 N. Ash Street, Escondido, CA 92027.

#### C. Services

Contractor shall provide the following services:

1. Open a low-barrier, emergency shelter for families experiencing homelessness in the City of Escondido by April 1, 2023.
2. Enroll at least 50 families at the emergency shelter over the next 12 months.
3. All project construction will be completed by 2024.
4. Exit 33 families into permanent and stable housing.
5. Increase the household income (either earned or benefits) for 28 families enrolled in the family shelter program from program entry to exit.
6. Provide onsite mental health therapy to reduce the impact of trauma and interfamily violence.
7. Support educational goals of all children in the shelter.
8. Provide transportation services to families enrolled in the program.
9. Adhere to the rules and regulations stated in the Capital Emergency Housing Grant Program: Grant Agreement Between the County of San Diego and the City of Escondido.
10. Abide by all requirements outlined in the Regional Shelter Collaboration Agreement between the County of San Diego by and through its Health and Human Services' Office of Homeless Solutions and City of Escondido effective date of this agreement.
11. Participant data will be tracked in the Homeless Management Information System (HMIS) in accordance with Community Standards adopted by the Regional Task Force on Homelessness.\_\_\_\_\_.

#### D. Scheduling

Contractor shall maintain regular communication with Housing and Neighborhood Services Program Manager. Contractor shall meet on a quarterly basis with City staff to discuss referrals, programmatic needs, outcomes, challenges and expenditures. Direct all communication, invoices and concerns to Holly Nelson, Housing and Neighborhood Services, at 760-839-4518 or hnelson@escondido.org.

#### E. Contract Price and Payment Terms

The contract price shall not exceed **\$736,066.68**. The contract's budget is outlined in Exhibit 1 to this Scope of Work, which is attached hereto and incorporated by this reference. The budget for this contract is limited to emergency shelter furniture, playground equipment with an outside canopy, security cameras, ADA compliant van, design and permits fees.

Contractor shall be required to submit all grant expenditures and contract outcomes on a City-specific form on a quarterly basis, on the 15<sup>th</sup> of each month, throughout the term of this Agreement to the Housing & Neighborhood Services Manager, Holly Nelson. . All expenses listed on the grant expenditure form must be accompanied by relevant document, such as invoices, receipts, invoices/receipts, credit card statements, check stubs, check copies, copy of canceled checks. The City will provide this information to the County's administrator promptly after spending the grant funds, but in no event after the end of the Term of Agreement specified above.

Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

**F. Term**

The term of this Agreement shall be for **two years**, commencing on the Effective Date of the Agreement. All grant funds shall be expended within 24 months of the Effective Date.

**G. Other**

Services provided under this Agreement shall be in accordance with all applicable obligations and requirements set forth in the Capital Improvement Agreement dated \_\_\_\_\_ and the Regional Collaboration Agreement dated \_\_\_\_\_.

## EXHIBIT 1

### Budget

Attachment B - Budget				
Budget Items	Costs (Expenditures)	Revenue/Funding Source (City)	Revenue/Funding Source (County)	Revenue/Funding Source (Other- County ESG- CV)
Acquisition of Property:	0			
<b>Acquisition of Property Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Hard Costs:</b>				
Site Work (on-site or off-site)	\$ 247,036.00		\$ 114,101.92	\$ 132,934.08
General Requirements and Contracting	\$ 268,946.16		\$ 173,951.16	\$ 94,995.00
Interior Improvements (labor and materials)	\$ 577,724.80		\$ -	\$ 577,724.80
Other: Furnishings	\$ 84,265.00		\$ 84,265.00	
Other: Playground Equipment, Outdoor Canopy	\$ 127,000.00		\$ 127,000.00	
Other: Door Locking System, Security Cameras	\$ 90,000.00		\$ 90,000.00	
Other: ADA Compliant Van - Transportation	\$ 75,000.00		\$ 75,000.00	
<b>Hard Costs Total</b>	<b>\$ 1,469,971.96</b>	<b>\$ -</b>	<b>\$ 664,318.08</b>	<b>\$ 805,653.88</b>
<b>Soft Costs:</b>				
Engineering	\$ 8,980.00		\$ -	\$ 8,980.00
Environmental	\$ -			
Design	\$ -			
Fees & Permits	\$ -			
Architectural Design and Permit Processing	\$ 37,450.00		\$ 2,000.00	\$ 35,450.00
Project Management / Landscape Arch	\$ 11,400.00		\$ -	\$ 11,400.00
Insurance	\$ 8,695.12		\$ -	\$ 8,595.12
<b>Soft Costs Total</b>	<b>\$ 66,425.12</b>	<b>\$ -</b>	<b>\$ 2,000.00</b>	<b>\$ 64,425.12</b>
Contingency: 5% (Construction Costs Only)	\$ 69,748.60		\$ 69,748.60	
<b>Contingency Total</b>	<b>\$ 69,748.60</b>	<b>\$ -</b>	<b>\$ 69,748.60</b>	<b>\$ -</b>
<b>Grand Total:</b>	<b>\$ 1,606,145.68</b>	<b>\$ -</b>	<b>\$ 736,066.68</b>	<b>\$ 870,079.00</b>

## REGIONAL SHELTER COLLABORATION AGREEMENT

### Parties

This Regional Shelter Collaboration Agreement (Agreement) is made between the County of San Diego (County) by and through its Health and Human Services Agency (HHSA) and City of Escondido (City). The parties to this agreement may be referred to herein collectively as the "parties" or individually as a "party".

### Recitals

WHEREAS, the City seeks to expand shelter bed capacity in the City of Escondido for persons experiencing homelessness in and from the City of Escondido to mitigate public health and safety concerns for persons living unsheltered; and

WHEREAS, HHSA provides behavioral health and social services for persons experiencing homelessness; and

WHEREAS, the City and the County have a mutual desire to identify a location at which to site a and operate a homelessness shelter; and

THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises to set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree to negotiate in good faith for the creation and operation of the homeless shelter with the following as the terms for negotiation:

#### 1. Administration of Agreement:

1.1. Each party identifies the following individual to serve as the authorized administrative representative for that party.

**HHSA**  
**Department of Homeless Solutions**  
**and Equitable Communities**  
**Barbara Jiménez**  
**Community Operations Officer**  
Health and Human Services Agency  
1255 Imperial Ave, Suite 864  
San Diego, CA 92101  
(619) 338-2722  
[Barbara..Jimenez@sdcounty.ca.gov](mailto:Barbara..Jimenez@sdcounty.ca.gov)

**City of Escondido**  
**Christopher W. McKinney**  
**Deputy City Manager**  
201 N. Broadway  
Escondido, CA 92025  
760-839-4090  
[cmckinney@escondido.org](mailto:cmckinney@escondido.org)

1.2. A party may change its administrative representative by notifying the other party in writing.

1.3. Each party shall fund the activities required of it under Section 2 of this Agreement and shall not seek or rely on funding from the other party to provide those services or undertake those actions.

## **2. Each Party's Responsibilities:**

### **2.County shall:**

- 2.1.1 Provide customary and typical Behavioral Health Services (BHS) continuum of care services.
- 2.1.2 Provide customary and typical County Public Health education and relevant communicable disease screening tools to the shelter operator.
- 2.1.3 Provide one Human Services Specialist (HSS) to provide services at the shelter and who will assist individuals obtain HHSA-administered benefits and self-sufficiency resources including, CalWORKs, General Relief, Cal Fresh, Medi-Cal, and Cash Assistance Program for Immigrants (CAPI). The agreement administrators will agree to a schedule for this individual based upon the specific needs of the shelter location and the individuals using its services.

### **2.2 City of Escondido and Interfaith Community Services shall:**

- 2.2.1 Operate and make available a shelter that shall remain open at all times (including nights, weekends and holidays) and operate the shelter, including providing or causing to be provided staff, three meals (minimally) per day, security, hygiene, storage for resident use, and facility cleaning, and general facility operations and maintenance.
- 2.2.2 Provide shelter residents with on-site access to showers, restrooms, and laundry.
- 2.2.3 Provide customary and typical referral, intake, and services coordination.
- 2.2.4 Provide all needed housing focused case management to assist residence in obtaining longer term or permanent housing.
- 2.2.5 Provide customary and typical resident transportation resources.
- 2.2.6 If applicable to the shelter, install fire sprinklers, HVAC, and other critical infrastructure.
- 2.2.7 Provide ongoing shelter maintenance and operations, including, but not limited to critical infrastructure, repairs, fire sprinklers, and of HVAC.
- 2.2.8 Relocate individuals still occupying the shelter when this Agreement expires to alternative sites or provide such individuals with placement in other housing options.

### **2.3 2.5**

- 2.3.1 Negotiate and execute in good faith any subsequent agreements reasonably necessary to accomplish the objectives set forth in this Agreement.
- 2.3.2 Work collaboratively to remove barriers to housing for persons experiencing homelessness who are residents of shelter.
- 2.3.3 Share non-program and non-confidential customer information for purposes of services coordination.
- 2.3.4 Track and share aggregate data on customer participation in this joint effort and outcomes for purposes of services improvement and trends analysis when requested, including using the Homeless Management Information System (HMIS) in accordance with the Community Standards adopted by the Regional Continuum of Care.

- 2.3.5 Engage appropriate stakeholders and work collaboratively on community engagement, including persons with lived experience.
- 2.3.6 Execute customary Data Sharing Agreements if individual level data is requested to be shared.
- 2.3.7 Cooperate in good faith to obtain required local or state land use approvals necessary to effectuate the terms of this Agreement.
- 2.3.8 Collaborate in good faith for all relevant public engagement and public and media communications

**3. Insurance:** Each Party must obtain at its own cost and expense and keep in force and effect during the term of this Agreement, including all policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liabilities of such Party hereunder. The applicable minimum policy limits shall in no way limit each Party's indemnification obligations.

**4. Indemnity:** The City and the County agree to indemnify each other from any claim, action, or proceeding against the other party arising solely out of the indemnifying party's actions or omissions in the performance of this Agreement. The City will further agree to defend itself, and the County will agree to defend itself, from any claim, action, or proceeding arising out of the concurrent acts or omissions of the County and the City. In such cases, the County and the City agree to retain their own legal counsel and bear their own defense costs. Notwithstanding the foregoing sentence, where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, the County and the City may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

**5. Retention of Discretion:** The parties shall comply with all applicable requirements under the California Environmental Quality Act (CEQA) prior to effectuating the terms of this Agreement. Nothing in this Agreement is intended to constitute an action that would foreclose the County or the City from considering any alternatives or mitigation measures identified through any documents required by CEQA or from making any findings required by CEQA. Nothing in this Agreement is intended to limit or prohibit the County or the City from taking any action necessary to comply fully with its legal obligations under CEQA prior to effectuating the terms of this Agreement.

**6. Conformance with Rules and Regulations:** Both parties shall act in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices, and certificates as are required. All Parties shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.

**7. Permits and Licenses:** Both parties certify that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

8. **Governing Law:** This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.

9. **Third Party Beneficiaries Excluded:** This Agreement is intended solely for the benefit of the parties listed herein. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.

10. **Amendments to Agreement:** Either Party may propose amendments to this Agreement by providing written notice of such amendments to the other Party. This Agreement may only be amended by a written amendment signed by both parties.

11. **Severability:** If any terms or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the maximum extent permitted by law.

12. **Full Agreement:** This Agreement represents the full and entire agreement between the parties and supersedes any prior written or oral agreements that may have existed.

13. **Scope of Agreement:** This Agreement only applies to the program described herein and does not set forth any additional, current, or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this Agreement.

14. **Information Privacy and Security Provisions:** Both parties agree to maintain the confidentiality of any information from County or City records that the County or the City, its clients, employees, or agents may have contact within the context of providing services under this Agreement that is privileged or confidential under applicable federal, State, County, and local laws, rules and regulations, current and hereinafter enacted. Each party to this Agreement is subject to its own confidentiality statutes, regulations, rules, or policies and procedures, and agrees to keep all client information confidential and comply with all applicable statutory and administrative requirements governing the confidentiality of client information served by parties under this Agreement, including but are not limited to: 45 CFR Parts 160 and 164, 45 CFR 205.50; W&I Code sections 10850 & 14100.2; 22 CCR section 51009; and Health Insurance Portability and Accountability Act of 1996 (HIPAA). Each Party hereby acknowledges adherence to its own applicable confidentiality provisions in law and policy. Except where otherwise permitted by law, all notes, records, discussions or any other document, in whatever format, paper or electronic are considered confidential and no records or information shall be disclosed among parties prior to the receipt of the completed and signed consent form from the individual who is the subject. Each party to this Agreement understands and acknowledges that there may be some case information that may not be legally disclosed outside an individual member agency, even with a valid consent from the individual client. Release of Information obtained under this Agreement is solely for the purpose stated in this Agreement.

15. **Live Well San Diego Vision:** The County of San Diego, Health and Human Service Agency (HHSA), supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners and contractors inside and outside County government to help all residents be healthy, safe, and thriving. All HHSA partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life. Information about the *Live Well San Diego* can be found on the County's website and a website dedicated to the vision:

- [http://www.sdcounty.ca.gov/hhsa/programs/sd/live\\_well\\_san\\_diego/index.html](http://www.sdcounty.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html)
- <http://www.LiveWellSD.org>

16. **A Trauma-Informed System:** The County of San Diego HHSA are committed to becoming a Trauma-Informed System as part of their efforts to build a better service delivery system. All programs operated and supported by HHSA shall be part of a Trauma-Informed System, which includes providing trauma-informed services and maintaining a trauma-informed workforce. It is an approach for engaging individuals – staff, clients, partners, contractors, and the community – and recognizing that trauma and chronic stress influence coping strategies and behavior. Trauma-informed systems and services minimize the risk of re-traumatizing individuals and/or families, and promote safety, self-care, and resiliency. Trauma-Informed Principles include:

- Understanding trauma and its impact to individuals.
- Promoting safety.
- Awareness of cultural, historical, disability, and gender issues, and ensuring competence and responsiveness.
- Supporting consumer empowerment, control, choice, and independence.
- Sharing power and governance (e.g. including clients and staff at all levels in the development and review of policies and procedures).
- Demonstrating trustworthiness and transparency.
- Integrating services along the continuum of care.
- Believing that establishing safe, authentic, and positive relationships can be healing.
- Understanding that wellness is possible for everyone.

17. **Term:** This Agreement shall become effective on the date all parties have signed this Agreement and be in force for one year with two, one-year options.

18. **Termination for Convenience:** Either party may, by written notice to the other party stating the extent and effective date, terminate this Agreement for convenience in whole or in part, at any time.

19. **Counterparts:** This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

***Remainder of this page is intentionally left blank.***

**County of San Diego**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
NICK MACCHIONE, FACHE  
Agency Director  
Health and Human Services Agency

**City of Escondido**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
CHRISTOPHER W. MCKINNEY  
Deputy City Manager  
City of Escondido

**Interfaith Community Services**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
GREG ANGELA  
Executive Director  
Interfaith Community Services



# CITY of ESCONDIDO

FUTURE AGENDA

2/22/23 - NO MEETING (PRESIDENT'S DAY)

3/1/23 - NO MEETING

3/8/2023

PRESENTATION: Gina Lopez, Executive Director of the CCAE

**CONSENT CALENDAR** - (C. MCKINNEY) - WASTEWATER SERVICE AGREEMENT WITH THE COUNTY OF SAN DIEGO FOR FELICITA PARK - Request the City Council adopt Resolution No. 2023-10, authorizing the Mayor to execute a out-of-agency service agreement for wastewater service with the County of San Diego for Felicita Park.

**PUBLIC HEARING** - (A. FIRESTINE) - MASTER AND PRECISE DEVELOPMENT PLAN - Adoption of a Master Plan and approval of a Precise Development Plan for a drive-through facility.

**PUBLIC HEARING** - (C. MCKINNEY/H. NELSON) - EASTWOOD MEADOWS LONG FORM APPLICATION - Request the City Council (rent review board) to review and vote on the rent increase proposed.

**CURRENT BUSINESS** - (C. HOLMES) - FINANCIAL REPORT FOR THE QUARTER ENDED DECEMBER 31, 2022 AND BUDGET ADJUSTMENT REQUEST - It is requested that the City Council receive and file the second quarter financial report and approve a budget adjustment to amend the fiscal year 2022/23 operating budget.

3/15/2023 - B&C INTERVIEWS