



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, AUGUST 17, 2022

4:00 PM - Closed Session - **CANCELLED**

5:00 PM - Regular Session

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

WELCOME TO YOUR CITY COUNCIL MEETING

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

MAYOR

Paul McNamara

DEPUTY MAYOR

Tina Inscoe (District 2)

COUNCILMEMBERS

Consuelo Martinez (District 1)

Joe Garcia (District 3)

Michael Morasco (District 4)

CITY MANAGER

Sean McGlynn

CITY ATTORNEY

Michael McGuinness

CITY CLERK

Zack Beck

HOW TO WATCH

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

In Person



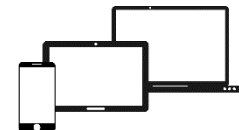
201 N. Broadway

On TV



Cox Cable Channel 19 and U-verse Channel 99

Online



www.escondido.org



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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.





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REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

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

FLAG SALUTE

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

CALL TO ORDER

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

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

1. **AFFIDAVITS OF PUBLICATION, MAILING, AND POSTING (COUNCIL/RRB) -**
2. **APPROVAL OF WARRANT REGISTER (COUNCIL) -**
Request approval for City Council and Housing Successor Agency warrant numbers 365644 – 365881 dated August 17, 2022.

Staff Recommendation: Approval (Finance Department: Christina Holmes)

3. **APPROVAL OF MINUTES: None**



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4. ANNEXING PROPERTY TO CITYWIDE SERVICES COMMUNITY FACILITIES DISTRICT (CFD) 2020-1

Request that City Council adopt Resolution No. 2022-65 annexing eight (8) projects containing 150 units into the Citywide Services CFD 2020-1. Each property owner has voluntarily provided a signed form consenting to annexation as a streamlined method for offsetting the cost of ongoing municipal services.

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

Presenter: Allen Yun, Management Analyst II

Resolution No. 2022-65

5. APPROVAL OF AGREEMENT WITH ESCONDIDO UNION SCHOOL DISTRICT FOR \$1,161,000 FOR BEFORE AND AFTER SCHOOL PROGRAM SERVICES

Request the City Council Approve Resolution 2022-110 authorizing the Mayor to execute an agreement for \$1,161,000 annually with the Escondido Union School District to operate before and after school programming at selected schools within the district.

Staff Recommendation: Approval (Community Services: Joanna Axelrod, Deputy City Manager/Director of Community Services)

Presenter: Danielle Lopez, Assistant Director of Community Services

Resolution No. 2022-110

6. FISCAL YEAR 2021/22 PAUL COVERDELL FORENSIC IMPROVEMENT PROGRAM GRANT

Request the City Council Adopt Resolution No. 2022-118 authorizing the Interim Chief of Police to accept a FY 2021-22 California Office of Emergency Services ("CalOES") Paul Coverdell Forensic Science Improvement Program Grant in the amount of \$52,033; execute all documents necessary for the management and completion of the grant scope; and authorize the necessary budget adjustment needed to spend grant funds.

Staff Recommendation: Approval (Department Name: David Cramer, Interim Chief of Police)

Presenter: David Cramer, Interim Chief of Police

Resolution No. 2022-118



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7. AUTHORIZATION OF PARTICIPATION AGREEMENT, EASEMENT, AND PLOT PLAN APPROVAL FOR EV CHARGERS

It is requested that the City Council adopt Resolution No. 2022-119 authorizing the Mayor to execute, on behalf of the City, a Power Your Drive for Parks Public EV Charging Program Participation Agreement (“Agreement”) and related easement (“Easement”) with San Diego Gas & Electric (“SDG&E”) for the installation of nine electric vehicle (“EV”) charging stations at the Woodward Parking Lot of Grape Day Park, and approve SDG&E’s Plot Plan (City Case No. PL22-0323) for the design of the EV charging stations (“Plot Plan”).

Staff Recommendation: Approval (Development Services Department: Andrew Firestine)

Presenter: Adam Finestone, City Planner

Resolution No. 2022-119

CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)

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

PUBLIC HEARINGS

CURRENT BUSINESS

8. CITY COUNCIL DISCUSSION OF THE OPERATION AND MANAGEMENT AGREEMENT BETWEEN THE CITY AND THE CALIFORNIA CENTER FOR ARTS, ESCONDIDO, FOUNDATION AND THE FUNDING ASSOCIATED WITH AN EXTENSION OF THIS AGREEMENT

Request the City Council (1) receive and file a staff report concerning the Management Agreement between the City and the California Center for Art, Escondido, Foundation (“CCAEF”); and (2) provide direction to staff regarding any budget adjustments to be made to the FY2023 General Fund Operating Budget concerning annual funding for the CCAEF.

Staff Recommendation: Receive and file the Staff Report; provide direction regarding budget adjustment

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



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FUTURE AGENDA

9. FUTURE AGENDA

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

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S WEEKLY ACTIVITY REPORT

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

ORAL COMMUNICATIONS

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

ADJOURNMENT

UPCOMING MEETING SCHEDULE

Wednesday, AUGUST, 24, 2022 4:00 & 5:00 PM Regular Meeting, *Council Chambers*
Wednesday, SEPTEMBER, 14, 2022 4:00 & 5:00 PM Regular Meeting, *Council Chambers*

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.



A F F I D A V I T S
OF
I T E M
P O S T I N G - N O N E



STAFF REPORT

August 10, 2022
File Number 0400-40

SUBJECT

APPROVAL OF WARRANT REGISTER (COUNCIL)

DEPARTMENT

Finance

RECOMMENDATION

Request approval for City Council and Housing Successor Agency warrant numbers 365644 – 365881 dated August 3, 2022.

Staff Recommendation: Approval (Finance Department: Christina Holmes)

FISCAL ANALYSIS

The total amount of the warrants for the period of July 28 – August 3, 2022, is \$4,796,110.16.

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.



STAFF REPORT

August 17, 2022
File Number 0685-10

SUBJECT

ANNEXING PROPERTY TO CITYWIDE SERVICES COMMUNITY FACILITIES DISTRICT (CFD) 2020-1

DEPARTMENT

Development Services

RECOMMENDATION

Request that City Council adopt Resolution No. 2022-65 annexing eight (8) projects containing 150 units into the Citywide Services CFD 2020-1. Each property owner has voluntarily provided a signed form consenting to annexation as a streamlined method for offsetting the cost of ongoing municipal services.

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

Presenter: Allen Yun, Management Analyst II

FISCAL ANALYSIS

Prior to the economic impacts of COVID-19, the General Fund long-term financial plan projected annual deficits growing to \$13 million by Fiscal Year 2023/24.

PREVIOUS ACTION

On June 12, 2019, the City Council directed staff to investigate all options to address the structural budget deficit to ensure the budget deficit does not grow as the City develops, including evaluating the feasibility of a Citywide Services CFD as a streamlined means for projects to offset their ongoing impact to the general fund.

On May 13, 2020, the City Council held a duly noticed public hearing and adopted Resolution No. 2020-44 (Resolution of Formation) establishing CFD 2020-1, the Citywide Services CFD.

On September 16, 2020, the City Council adopted Resolution No. 2020-115 annexing five projects with 66 units into CFD 2020-1 creating the second (2) zone of the Services CFD (Zone 2020-2).

On October 21, 2020, the City Council adopted Resolution No. 2020-147 annexing a 42-unit project located at 2608 S. Escondido Blvd. into CFD 2020-1 and creating the third (3) zone of the Services CFD (Zone 2020-03).



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On November 18, 2020, the City Council adopted Resolution No. 2020-160 annexing two (2) projects containing 21 units into CFD 2020-1 creating the fourth zone of the Services CFD (Zone 2020-04).

On July 21, 2021, the City Council adopted Resolution No. 2021-77 approving the special tax rate for CFD 2020-1 (Public Services).

On September 15, 2021, the City Council adopted Resolution No. 2021-130 annexing three (3) projects containing 65 units into CFD 2020-1 creating the fifth (5) zone of the Services CFD (Zone 2020-5).

On March 2, 2022, the City Council adopted Resolution No. 2022-14 annexing two (2) projects containing 44 units into CFD 2020-1 creating the sixth (6) zone of the Services CFD (Zone 2020-6).

BACKGROUND

The goal of the Citywide Services CFD is to provide a streamlined way to make new development revenue neutral such that existing residents do not subsidize development. Annexing into the Services CFD, after approval by the City Council, is an efficient way to allow property owners to fund the costs of providing ongoing public services to their project and avoids widening of the structural budget deficit as a result of new development.

Zone 2020-7 will be the seventh (7) zone of the Citywide Services CFD that is comprised of eight (8) projects totaling 150 units. The following projects have provided forms consenting to the annexation of the property into the Citywide Services CFD.

Zone 2020-7 Annexation Table Detailing Special Tax Rates Applicable for FY 2022/23:

Annexation Table Detailing Special Tax Rates Applicable for FY 2022/23:

Zone	Land Use Category	Density	Assessor Parcel No(s).	Unit	Annual Special Tax Per Unit*	Annual Special Tax Total
2020-7	1	Less than 5.5 DU/Acre	235-202-59-00	1 DU	\$575.19	\$575.19
2020-7	1	Less than 5.5 DU/Acre	224-143-50-00	1 DU	\$575.19	\$575.19
2020-7	1	Less than 5.5 DU/Acre	238-110-35-00	5 DU	\$575.19	\$2,875.95
2020-7	1	Less than 5.5 DU/Acre	227-180-27-00	6 DU	\$575.19	\$3,451.14
2020-7	1	Less than 5.5 DU/Acre	236-335-53-00	1 DU	\$575.19	\$575.19



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2020-7	1	Less than 5.5 DU/Acre	232-333-16-00	1 DU	\$575.19	\$575.19
2020-7	1	Less than 5.5 DU/Acre	233-111-16-00	1 DU	\$575.19	\$575.19
2020-7	2	5.5 – 18 Units/Acre	224-260-23-00 224-260-46-00 224-260-47-00	134 DU	\$797.33	\$106,842.22

** For FY 2022/23 in accordance with the RMA for CFD 2020-1 (Services)*

Annual Levy: Prior to July 30th of each year, the special tax levy will be set by the City Council for all properties within CFD 2020-1. The special tax for CFD 2020-1 will escalate at the maximum rate of inflation as determined by the Consumer Price Index (CPI) and at a minimum rate of 2% per year.

Including the above parcels proposed for annexation, the Citywide Services CFD will provide a convenient method for 23 projects totaling 769 units to offset the ongoing costs to provide municipal services. It is estimated that \$545,000.00 in annual costs are necessary to provide these residential units with future municipal services.

RESOLUTIONS

- a. RESOLUTION NO. 2022-65
- b. RESOLUTION NO. 2022-65 – Exhibit A – Unanimous Approvals
- c. RESOLUTION NO. 2022-65 – Exhibit B – CFD Boundary Map
- d. RESOLUTION NO. 2022-65 – Exhibit C – Rate and Method of Apportionment of Special Taxes
- e. RESOLUTION NO. 2022-65 – Exhibit D – Legal Descriptions

RESOLUTION NO. 2022-65

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

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

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

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

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

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

WHEREAS, pursuant to a Unanimous Approval executed by Steven L. Salas on behalf of MFG GAMBLE LANE, LLC, a California limited liability company, (“Owner 1”), dated April 19, 2022, attached hereto as Exhibit “A” (the “Owner 1 Unanimous Approval”), Owner 1 stated its intention to annex the territory described in Exhibit “B” and Exhibit “D” to the Owner 1 Unanimous Approval to the District (the “Owner 1 Annexation Territory”) with no further hearings or procedures required with respect to such annexation to the District; and

WHEREAS, pursuant to a Unanimous Approval executed by Robert Sadler, (“Owner 2”), dated July 21, 2021, attached hereto as Exhibit “A” (the “Owner 2 Unanimous Approval”), Owner 2 stated its intention to annex the territory described in Exhibit “B” and Exhibit “D” to the Owner 2 Unanimous Approval to the District (the “Owner 2 Annexation Territory”) with no further hearings or procedures required with respect to such annexation to the District; and

WHEREAS, pursuant to a Unanimous Approval executed by Mark Marquez on behalf of MARCOR VENTURES, INC, a California corporation, (“Owner 3”), dated September 29, 2021, attached hereto as Exhibit “A” (the “Owner 3 Unanimous Approval”), Owner 3 stated its intention to annex the territory described in Exhibit “B” and Exhibit “D” to the Owner 3 Unanimous Approval to the District (the “Owner 3 Annexation Territory”) with no further hearings or procedures required with respect to such annexation to the District; and

WHEREAS, pursuant to a Unanimous Approval executed by Scot Sandstrom on behalf of NEW POINTE INVESTMENT 51, LLC, a California limited liability company, (“Owner 4”), dated May 4, 2022, attached hereto as Exhibit “A” (the “Owner 4 Unanimous Approval”), Owner 4 stated its intention to annex the territory described in Exhibit “B” and Exhibit “D” to the Owner 4 Unanimous Approval to the

District (the “Owner 4 Annexation Territory”) with no further hearings or procedures required with respect to such annexation to the District; and

WHEREAS, pursuant to a Unanimous Approval executed by Stan Stark, (“Owner 5”), dated May 5, 2022 on behalf of Stan Stark and Kimberly Stark, attached hereto as Exhibit “A” (the “Owner 5 Unanimous Approval”), Owner 5 stated its intention to annex the territory described in Exhibit “B” and Exhibit “D” to the Owner 6 Unanimous Approval to the District (the “Owner 5 Annexation Territory”) with no further hearings or procedures required with respect to such annexation to the District; and

WHEREAS, pursuant to a Unanimous Approval executed by Ryan Nestman on behalf of GASSER NESTMAN PROPERTIES, LLC, a limited liability company, (“Owner 6”), dated January 4, 2022, attached hereto as Exhibit “A” (the “Owner 6 Unanimous Approval”), Owner 6 stated its intention to annex the territory described in Exhibit “B” and Exhibit “D” to the Owner 6 Unanimous Approval to the District (the “Owner 6 Annexation Territory”) with no further hearings or procedures required with respect to such annexation to the District; and

WHEREAS, pursuant to a Unanimous Approval executed by Susana Velasco, (“Owner 7”), dated February 17, 2022, attached hereto as Exhibit “A” (the “Owner 7 Unanimous Approval”), Owner 7 stated its intention to annex the territory described in Exhibit “B” and Exhibit “D” to the Owner 7 Unanimous Approval to the District (the “Owner 7 Annexation Territory”) with no further hearings or procedures required with respect to such annexation to the District; and

WHEREAS, pursuant to a Unanimous Approval executed by John Martin and Fred Talarico on behalf of NUTMEG 134, LLC, a Delaware limited liability company, (“Owner 8”), dated May 3, 2022, attached hereto as Exhibit “A” (the “Owner 8 Unanimous Approval”), Owner 8 stated its intention to annex the territory described in Exhibit “B” and Exhibit “D” to the Owner 8 Unanimous Approval to the

District (the "Owner 8 Annexation Territory") with no further hearings or procedures required with respect to such annexation to the District; and

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

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

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 hereby finds and determines that all prior proceedings taken with respect to the establishment of the District and the proposed annexation of the Annexation Territory to the District were valid and in conformity with the requirements of law, including the Act, and the annexation of the Annexation Territory to the District in accordance with the Unanimous Approval is hereby approved.

3. That the map showing the original boundaries of the District designated as "Boundary Map of Community Facilities District No. 2020-1 (Services) City of Escondido, County of San Diego, State of California", which map is on file in the office of the City Clerk and was recorded pursuant to Sections 3111 and 3113 of the Streets and Highways Code in the County Book of Maps of Assessment and Community Facilities Districts in the Assessor-County Clerk-Recorder's office of the County of San Diego in Book No. 48 Page Nos. 79-80 on April 13, 2020, as Instrument No. 2020-7000088.

4. That the City Council hereby authorizes a map showing the Annexation Territory to be annexed to the District and be made subject to taxation in the form attached hereto as Exhibit "B" be recorded pursuant to Sections 3111 and 3113 of the Streets and Highways Code in the County Book of

Maps of Assessment and Community Facilities Districts in the Assessor-County Clerk-Recorder's office of the County of San Diego.

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

6. That upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all non-exempt real property in the Annexation Territory and this lien shall continue in force and effect until the levy of the special tax by the District ceases in accordance with the Rate and Method.

7. That consistent with Section 53325.6 of the Act, the City Council finds and determines that the land within the Annexation Territory, if any, devoted primarily to agricultural, timber or livestock uses and being used for the commercial production of agricultural timber or livestock products

is contiguous to other land within the Annexation Territory and will be benefited by the Services proposed to be provided within Community Facilities District No. 2020-1 and the Annexation Territory.

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

9. This Resolution shall be effective upon its adoption.

UNANIMOUS APPROVAL

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

APRIL 19, 20 22

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

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

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

1. This Unanimous Approval is submitted by the Owner who is the record owner of fee title to the real property and improvements thereon as described in Exhibit 1, attached hereto and incorporated herein by this reference (collectively, the “Annexation Territory”). The Owner has provided the District valid and current evidence of its ownership of fee title to the Annexation Territory and possesses all legal authority necessary to execute this Unanimous Approval.
2. There are no registered voters residing within the Annexation Territory and have been none during the 90-day period preceding APRIL 19, 20 22.
3. This Unanimous Approval constitutes the unanimous approval of the Owners in favor of the following within the meaning of Sections 53329.6, 53339.2 and 53339.3 of the Act:
 - (a) Annexation. The annexation of the Annexation Territory to the District for the purpose of financing the Services and Incidental Expenses set forth in Attachment “B” to the Resolution of Intention (Exhibit 2 hereto).
 - (b) Special Tax. The levy of special taxes in the Annexation Territory to finance the Services and the Incidental Expenses in accordance with the Rate and Method of Apportionment of Special Taxes described within Attachment “C” to the Resolution of Intention (Exhibit 2 hereto) and this Unanimous Approval (the “Special Tax”).
4. Pursuant to Section 53329.6 of the Act, this Unanimous Approval constitutes the vote of the qualified elector in favor of the matters addressed in this Section 3 for purposes of the California Constitution, including but not limited to Articles XIII A and XIII C.

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

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

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

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

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

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

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

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

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

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

I certify under the penalty of perjury under the laws of the State of California that the foregoing Unanimous Approval is true and correct; I have the authority to execute this Unanimous Approval as, or on behalf of, the Owner; and this Unanimous Approval is hereby executed this 19th day of APRIL 2022 in SAN DIEGO, California.



(signature)

Name: STEVEN L. SARAS

Title: MANAGER

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

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA]

COUNTY OF San Diego]

On April 20, 2022, before me,
Marie Lucille Franz, a Notary Public, personally appeared
Steven L. Salas, 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: *Marie Lucille Franz* (Seal)



EXHIBIT 1

ANNEXATION TERRITORY

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

Assessor's Parcel Nos: 235-202-59-00

UNANIMOUS APPROVAL

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

July 21, 2021

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

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

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

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

2. There are no registered voters residing within the Annexation Territory and have been none during the 90-day period preceding July 21, 2021.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I certify under the penalty of perjury under the laws of the State of California that the foregoing Unanimous Approval is true and correct; I have the authority to execute this Unanimous Approval as, or on behalf of, the Owner; and this Unanimous Approval is hereby executed this 21 day of July 2021 in EScondido California.


(signature)

Name: Robert Sadler

Title: Trustee

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

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA]

COUNTY OF San Diego]

On July 21st 2021, before me,
R ROSTAMIAN
Robert Sadler, 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: R Rostamian (Seal)

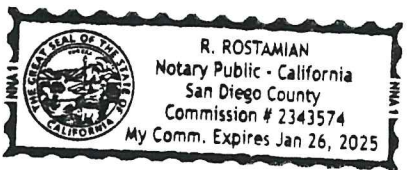


EXHIBIT 1

ANNEXATION TERRITORY

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

Assessor's Parcel Nos: 224-143-50

UNANIMOUS APPROVAL

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

September 29th, 2021

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

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

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

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

2. There are no registered voters residing within the Annexation Territory and have been none during the 90-day period preceding September 29th, 2021.

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

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

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

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

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

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

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

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

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

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

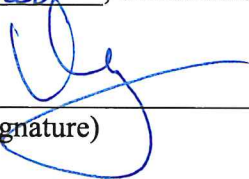
11. The Owner hereby agrees to comply with Section 53341.5 of the Government Code with respect to disclosures about the Special Tax to prospective purchasers of the Annexation Territory or any part of it.

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

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

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

I certify under the penalty of perjury under the laws of the State of California that the foregoing Unanimous Approval is true and correct; I have the authority to execute this Unanimous Approval as, or on behalf of, the Owner; and this Unanimous Approval is hereby executed this 29 day of September 2021 in San Diego, California.



(signature)

Name: MARK MAROUL

Title: MANAGING MEMBER - Hamilton Development S LLC - Marcor Ventures Inc

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

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA]

COUNTY OF San Diego]

On September 29, 2021, before me,
Vicki S. Pellegrini, a Notary Public, personally appeared
Mark Marquez, 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: Vicki S. Pellegrini (Seal)



EXHIBIT 1

ANNEXATION TERRITORY

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

Assessor's Parcel Nos: 238-110-35-00

UNANIMOUS APPROVAL

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

MAY 4th, 20 22

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

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

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

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

2. There are no registered voters residing within the Annexation Territory and have been none during the 90-day period preceding MAY 4th, 20 22

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

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

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

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

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

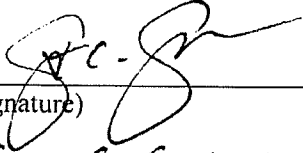
5. The Owner hereby acknowledges that no further hearings or procedures are required with respect to the approval of the matters set forth in Section 3 above.
6. The Owner understands and hereby unanimously approves that the Special Tax is authorized to be levied on the Annexation Territory annexed to the District, and the lien is a continuing lien that shall secure each annual levy of the Special Taxes and that shall continue in force and effect until the Special Tax obligation is canceled in accordance with law or until the Special Tax ceases to be levied and a Notice of Cessation of Special Tax is recorded in accordance with Section 53330.5 of the Government Code.
7. The Owner hereby waives any and all requirements with respect to the approval of the matters set forth in this Unanimous Approval, including without limitation the preparation of an impartial analysis, arguments, or rebuttals concerning elections as provided for by Sections 9160 to 9167, inclusive, and Section 9190 of the Elections Code, and preparation of a tax rate statement as provided in Section 9401 of the Elections Code and any further notices of such approvals as may be required pursuant to the Elections Code or the Government Code. Having been fully advised with respect to the approval process set forth herein, the Owner waives compliance with any and all provisions of the Elections Code and Government Code, and with any other time limits or requirements pertaining to this Unanimous Approval.
8. The Owner hereby represents that compliance with any additional procedural requirements for the Unanimous Approval provided for herein, including the receipt of any arguments for or against such approval and impartial analyses and the time limitations that may apply in connection with scheduling, mailing, and publishing notices, are unnecessary in light of the fact that the undersigned has received sufficient information regarding the imposition of the Special Tax as set forth in Resolution No. 2020-44 of the City Council of the City adopted May 13, 2020 (the "Resolution of Formation") to allow it to properly complete this Unanimous Approval. The Owner further waives its right to make any protest or complaint or undertake any legal action challenging the validity of this Unanimous Approval and any proceedings taken in connection therewith or the levy of the Special Tax to finance the costs of the Services for the benefit of the Annexation Territory.
9. The Owner hereby authorizes the District to execute and cause to be recorded in the Office of the County Recorder of the County of San Diego a Notice of Special Tax Lien in accordance with Streets and Highways Code section 3117.5, which shall give notice that a lien to secure payment of the Special Tax is imposed by the District. The Owner further represents that there is no currently pending transfer of the Annexation Territory, or anticipated transfer of the Annexation Territory, that will affect the ability to record a Notice of Special Tax Lien or complete any other procedural steps described in this Unanimous Approval.
10. The Owner hereby warrants to the District that the presentation of this Unanimous Approval, any vote, consent, or waiver contained herein, and any other action mandated by the City for the annexation of the Annexation Territory to the District, shall not constitute or be construed as an event of default or delinquency under any existing or proposed financing document entered into or to be entered into by the Owner for the Annexation Territory, including without limitation any "due-on-encumbrance" clause under any existing security instrument secured by the Annexation Territory.
11. The Owner hereby agrees to comply with Section 53341.5 of the Government Code with respect to disclosures about the Special Tax to prospective purchasers of the Annexation Territory or any part of it.

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

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

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

I certify under the penalty of perjury under the laws of the State of California that the foregoing Unanimous Approval is true and correct; I have the authority to execute this Unanimous Approval as, or on behalf of, the Owner; and this Unanimous Approval is hereby executed this 4TH day of MAY 20 22 in SAN DIEGO, California.



(signature)

Name: SCOT C. SANDSTROM

Title: PRESIDENT

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

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA]

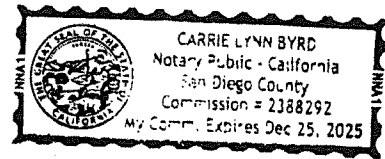
COUNTY OF San Diego]

On May 4, 2022, before me,
Carrie Lynn Byrd, a Notary Public, personally appeared
Scot Sandstrom, 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: Carrie Lynn Byrd (Seal)



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

EXHIBIT 1

ANNEXATION TERRITORY

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

Assessor's Parcel Nos: 227-180-27-00

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

UNANIMOUS APPROVAL

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

05/05, 2022

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

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

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

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

2. There are no registered voters residing within the Annexation Territory and have been none during the 90-day period preceding 05/05, 2022.

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

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

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

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

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

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

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

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

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

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


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

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


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

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

I certify under the penalty of perjury under the laws of the State of California that the foregoing Unanimous Approval is true and correct; I have the authority to execute this Unanimous Approval as, or on behalf of, the Owner; and this Unanimous Approval is hereby executed this 28 day of April 2022 in Escondido, California.

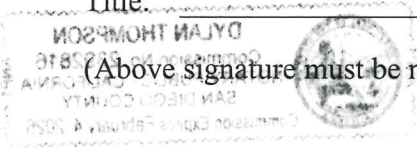


(signature)


Kimberly M. Stark

Name: Stanley Stole
Stanley Stole (SS)

Title: _____



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

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA]

COUNTY OF San Diego]

On May 5th, 2022, before me,
Dylan Thompson, a Notary Public, personally appeared
Stanley Stark and Kimberly Stark, 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: Dyh [Signature] (Seal)



EXHIBIT 1

ANNEXATION TERRITORY

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

Assessor's Parcel Nos: 236 - 335 - 53 - 00

UNANIMOUS APPROVAL

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

JANUARY 4, 2022

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

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

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

1. This Unanimous Approval is submitted by the Owner who is the record owner of fee title to the real property and improvements thereon as described in Exhibit 1, attached hereto and incorporated herein by this reference (collectively, the “Annexation Territory”). The Owner has provided the District valid and current evidence of its ownership of fee title to the Annexation Territory and possesses all legal authority necessary to execute this Unanimous Approval.
2. There are no registered voters residing within the Annexation Territory and have been none during the 90-day period preceding JANUARY 4, 2022.
3. This Unanimous Approval constitutes the unanimous approval of the Owners in favor of the following within the meaning of Sections 53329.6, 53339.2 and 53339.3 of the Act:
 - (a) Annexation. The annexation of the Annexation Territory to the District for the purpose of financing the Services and Incidental Expenses set forth in Attachment “B” to the Resolution of Intention (Exhibit 2 hereto).
 - (b) Special Tax. The levy of special taxes in the Annexation Territory to finance the Services and the Incidental Expenses in accordance with the Rate and Method of Apportionment of Special Taxes described within Attachment “C” to the Resolution of Intention (Exhibit 2 hereto) and this Unanimous Approval (the “Special Tax”).
4. Pursuant to Section 53329.6 of the Act, this Unanimous Approval constitutes the vote of the qualified elector in favor of the matters addressed in this Section 3 for purposes of the California Constitution, including but not limited to Articles XIII A and XIII C.

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

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

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

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

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

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


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

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

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

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

I certify under the penalty of perjury under the laws of the State of California that the foregoing Unanimous Approval is true and correct; I have the authority to execute this Unanimous Approval as, or on behalf of, the Owner; and this Unanimous Approval is hereby executed this 4th day of JANUARY 2022 in SAN MARCOS, California.



(signature)

Name: GASSER NESTMAN PROPERTIES, LLC

Title: MEMBER

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

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA]

COUNTY OF San Diego]

On January 4, 2022, before me,
Patricia Rosales, a Notary Public, personally appeared
Ryan T. Nestman, 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: Patricia Rosales (Seal)



EXHIBIT 1

ANNEXATION TERRITORY

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

THAT PORTION OF LOT 15 BLOCK 306 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO; COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 349 BY O. N. SANFORD, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, JULY 10, 1886, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF TULIP STREET WITH THE EASTERLY PROLONGATION OF THE DIVIDING LINE BETWEEN LOTS 14 AND 15 OF SAID BLOCK 306; THENCE WESTERLY ALONG SAID PROLONGATION AND ALONG THE DIVIDING LINE BETWEEN LOTS 14 AND 15 A DISTANCE OF 160.00 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE TULIP STREET A DISTANCE OF 300.00 FEET; THENCE EASTERLY PARALLEL WITH THE DIVIDING LINE BETWEEN LOTS 14 AND 15; A DISTANCE OF 160.00 FEET TO THE CENTER LINE OF TULIP STREET; THENCE NORTHERLY ALONG SAID CENTER LINE A DISTANCE OF 300.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHWESTERLY 252.00 FEET.

APN: 232-333-16-00

UNANIMOUS APPROVAL

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

Feb. 17, 2022

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

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

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

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

2. There are no registered voters residing within the Annexation Territory and have been none during the 90-day period preceding FEB 24, 2022

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I certify under the penalty of perjury under the laws of the State of California that the foregoing Unanimous Approval is true and correct; I have the authority to execute this Unanimous Approval as, or on behalf of, the Owner; and this Unanimous Approval is hereby executed this 24 day of Feb 2022 in Escondido, California.

Susana Velasco
(signature)

Name: Susana Velasco

Title: owner

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

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA]

COUNTY OF San Diego]

On February 24, 2022, before me,
Leonardo Aguilar, a Notary Public, personally appeared
Susana Velasco, 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: [Handwritten Signature] (Seal)



EXHIBIT 1

ANNEXATION TERRITORY

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

Assessor's Parcel Nos: 233-111-16-00

UNANIMOUS APPROVAL

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

May 3, 2022

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

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

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

1. This Unanimous Approval is submitted by the Owner who is the record owner of fee title to the real property and improvements thereon as described in Exhibit 1, attached hereto and incorporated herein by this reference (collectively, the “Annexation Territory”). The Owner has provided the District valid and current evidence of its ownership of fee title to the Annexation Territory and possesses all legal authority necessary to execute this Unanimous Approval.
2. There are no registered voters residing within the Annexation Territory and have been none during the 90-day period preceding May 3, 2022
3. This Unanimous Approval constitutes the unanimous approval of the Owners in favor of the following within the meaning of Sections 53329.6, 53339.2 and 53339.3 of the Act:
 - (a) Annexation. The annexation of the Annexation Territory to the District for the purpose of financing the Services and Incidental Expenses set forth in Attachment “B” to the Resolution of Intention (Exhibit 2 hereto).
 - (b) Special Tax. The levy of special taxes in the Annexation Territory to finance the Services and the Incidental Expenses in accordance with the Rate and Method of Apportionment of Special Taxes described within Attachment “C” to the Resolution of Intention (Exhibit 2 hereto) and this Unanimous Approval (the “Special Tax”).
4. Pursuant to Section 53329.6 of the Act, this Unanimous Approval constitutes the vote of the qualified elector in favor of the matters addressed in this Section 3 for purposes of the California Constitution, including but not limited to Articles XIII A and XIII C.

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

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

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

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

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

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

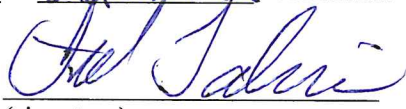
11. The Owner hereby agrees to comply with Section 53341.5 of the Government Code with respect to disclosures about the Special Tax to prospective purchasers of the Annexation Territory or any part of it.

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

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


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

I certify under the penalty of perjury under the laws of the State of California that the foregoing Unanimous Approval is true and correct; I have the authority to execute this Unanimous Approval as, or on behalf of, the Owner; and this Unanimous Approval is hereby executed this 3rd day of may 2022 in Lequona, California.


(signature)

Name: FRED JALARIC

Title: MANAGER


SANCHEZ

Name: JOHN MARTIN

Title: MANAGER

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

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA]

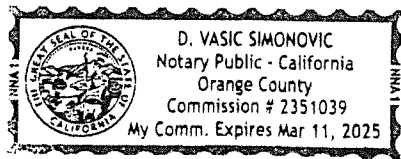
COUNTY OF ORANGE]

On MAY 3, 2022, before me,
D. Vasic Simonovic, a Notary Public, personally appeared
Fred Talorico, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is 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: D. Vasic Simonovic (Seal)



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 ORANGE]

On MAY 3, 2022, before me,
D Vasic Simonovic, a Notary Public, personally appeared
John Martin, 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: D Vasic Simonovic (Seal)

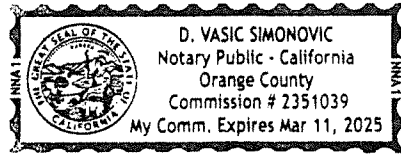


EXHIBIT 1

ANNEXATION TERRITORY

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

Assessor's Parcel Nos:

PRELIMINARY REPORT
YOUR REFERENCE:

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: [APN: 224-260-46-00](#)

ALL THAT PORTION OF LOTS 1 AND 2 IN SECTION 5, TOWNSHIP 12 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WESTERLY OF THE WESTERLY LINE OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MAY 15, 1947 AS DOCUMENT NO. 51967, IN [BOOK 2380, PAGE 435](#), OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 1 WITH THE WESTERLY LINE OF THE LAND CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED MAY 15, 1947 AS DOCUMENT NO. 51967 IN [BOOK 2380, PAGE 435](#), OF OFFICIAL RECORDS; THENCE ALONG THE SAID NORTHERLY LINE TO AND ALONG THE NORTHERLY LINE OF SAID LOT 2, SOUTH 89° 27' WEST 335.26 FEET; THENCE SOUTH 3° 36' 11" EAST TO THE CENTER LINE OF COUNTY ROAD SURVEY NO. 1113, AS DESCRIBED IN DEED TO THE COUNTY OF SAN DIEGO, RECORDED MAY 6, 1948 AS DOCUMENT NO. 45789, OF OFFICIAL RECORDS; THENCE NORTHEASTERLY AND EASTERLY ALONG SAID NORTHERLY LINE TO SAID WESTERLY LINE OF THE STATE OF CALIFORNIA LAND; THENCE NORTHERLY ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING.

PARCEL 2: [APN: 224-260-47-00](#)

ALL THAT PORTION OF LOTS 1 AND 2 IN SECTION 5, TOWNSHIP 12 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WESTERLY OF THE WESTERLY LINE OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MAY 15, 1947 AS DOCUMENT NO. 51967, IN [BOOK 2380, PAGE 435](#), OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 1 WITH THE WESTERLY LINE OF THE LAND CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED MAY 15, 1947 AS DOCUMENT NO. 51967 IN [BOOK 2380, PAGE 435](#), OF OFFICIAL RECORDS; THENCE ALONG THE SAID NORTHERLY LINE TO AND ALONG THE NORTHERLY LINE OF SAID LOT 2, SOUTH 89° 27' WEST 335.26 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 3° 36' 11" EAST TO THE CENTER LINE OF COUNTY ROAD SURVEY NO. 1113 AS DESCRIBED IN DEED TO THE COUNTY OF SAN DIEGO, RECORDED MAY 6, 1948 AS DOCUMENT NO. 45789, OF OFFICIAL RECORDS; THENCE SOUTHWESTERLY ALONG SAID LINE TO THE EASTERLY LINE OF THE STATE OF CALIFORNIA LAND DESCRIBED IN DEED TO THE STATE OF CALIFORNIA RECORDED JANUARY 10, 1973 AS FILE NO. 73-007572, OF OFFICIAL RECORDS; THENCE NORTH 10° 53' 54" WEST 320.77 FEET TO THE NORTHERLY LINE OF SAID LOT 2; THENCE NORTH 89° 27' EAST 284.04 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3: [APN: 224-260-23-00](#)

ALL THAT PORTION OF LOTS 1 AND 2 IN SECTION 5, TOWNSHIP 12 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WESTERLY OF THE WESTERLY LINE OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MAY 15, 1947 IN [BOOK 2380, PAGE 435](#), OF OFFICIAL RECORDS, SOUTHEASTERLY AND SOUTHERLY OF THE CENTER LINE OF COUNTY ROAD SURVEY NO. 1113 AS DESCRIBED IN DEED TO THE COUNTY OF SAN DIEGO RECORDED MAY 6, 1948 AS DOCUMENT NO. 45789 IN [BOOK 2786, PAGE 349](#), OF OFFICIAL RECORDS AND

PRELIMINARY REPORT
YOUR REFERENCE:

EXHIBIT A
(Continued)

EASTERLY AND NORTHERLY OF THE LAND CONVEYED TO THE STATE OF CALIFORNIA IN DEED
RECORDED SEPTEMBER 28, 1971 AS FILE NO. 220908, OF OFFICIAL RECORDS.

**BOUNDARY MAP OF
 COMMUNITY FACILITIES DISTRICT NO. 2020-1
 (SERVICES)
 ANNEXATION ZONE 2020-7
 OF THE CITY OF ESCONDIDO
 COUNTY OF SAN DIEGO
 STATE OF CALIFORNIA**



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

BY: _____
 CITY CLERK
 CITY OF ESCONDIDO
 STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE BOUNDARIES OF
 THE ANNEXATION OF ZONE 202____ TO COMMUNITY FACILITIES DISTRICT
 NO. 2020-1 OF THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE
 OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF
 ESCONDIDO AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY
 OF _____, 20____, BY ITS RESOLUTION NO. _____.

BY: _____
 CITY CLERK
 CITY OF ESCONDIDO
 STATE OF CALIFORNIA

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

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

LOT DESIGNATION		
LOT NO.	APN.	SHEET
①	235-202-59-00	1
②	224-143-50-00	1
③	238-110-35-00	1
④	227-180-27-00	1
⑤	236-335-53-00	2
⑥	232-333-16-00	2
⑦	233-111-16-00	2
⑧	224-260-23-00	2
⑨	224-260-46-00	2
⑩	224-260-47-00	2



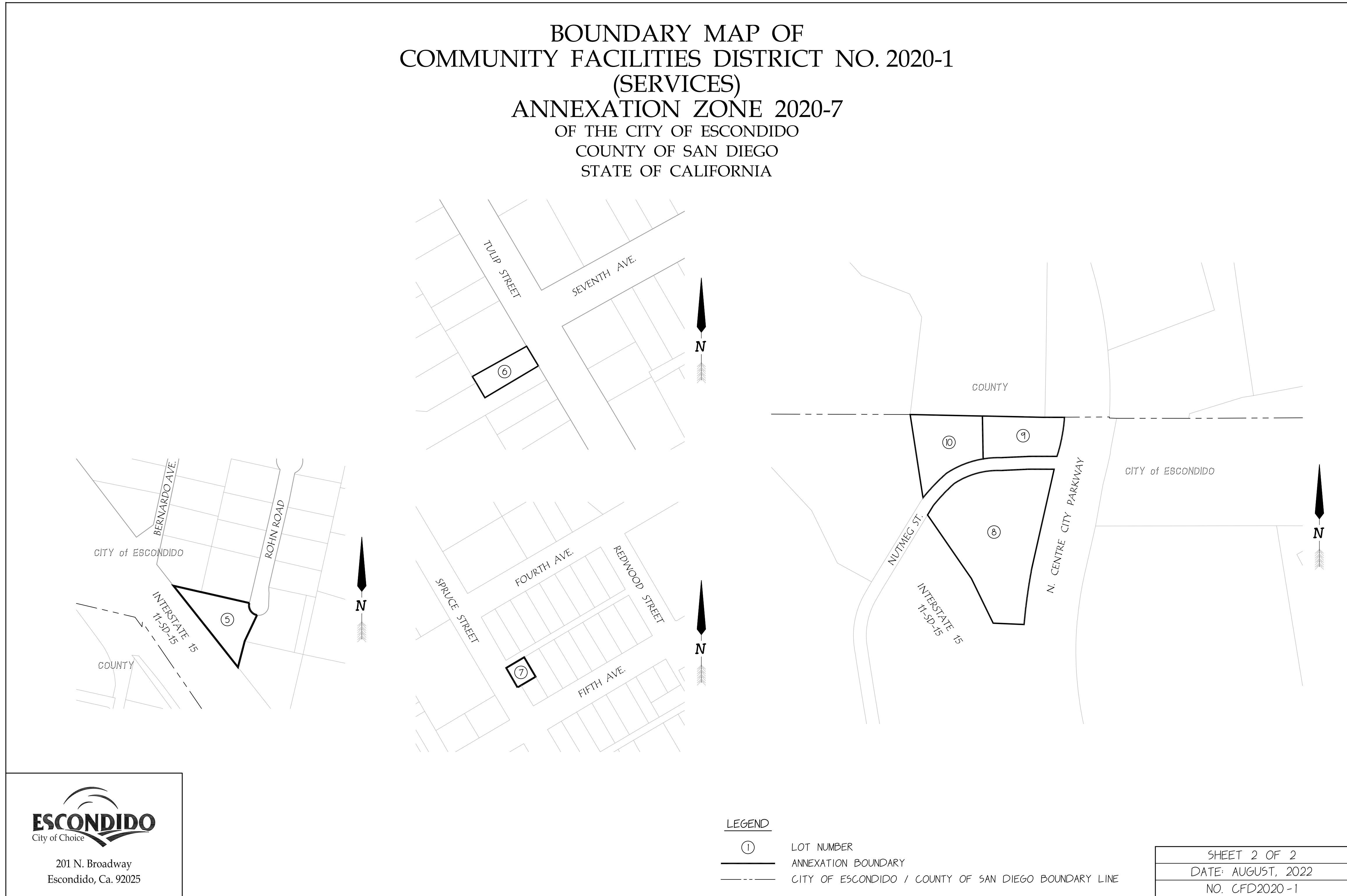
201 N. Broadway
 Escondido, Ca. 92025

LEGEND

- ① LOT NUMBER
- ANNEXATION BOUNDARY
- CITY OF ESCONDIDO / COUNTY OF SAN DIEGO BOUNDARY LINE

SHEET 1 OF 2
 DATE: AUGUST, 2022
 NO. CFD2020-1

BOUNDARY MAP OF
 COMMUNITY FACILITIES DISTRICT NO. 2020-1
 (SERVICES)
 ANNEXATION ZONE 2020-7
 OF THE CITY OF ESCONDIDO
 COUNTY OF SAN DIEGO
 STATE OF CALIFORNIA



201 N. Broadway
 Escondido, Ca. 92025

LEGEND

- ① LOT NUMBER
- ANNEXATION BOUNDARY
- - - - - CITY OF ESCONDIDO / COUNTY OF SAN DIEGO BOUNDARY LINE

SHEET 2 OF 2
DATE: AUGUST, 2022
NO. CFD2020-1

Appendix A

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

A Special Tax (as hereinafter defined) shall be levied on all Assessor's Parcels within Community Facilities District No. 2020-1 ("CFD No. 2020-1") of the City of Escondido ("City") and collected each Fiscal Year commencing in Fiscal Year 2020-2021, in an amount determined by the City Council, through the application of this Rate and Method of Apportionment of Special Taxes as described below. All of the real property within the boundaries of CFD No. 2020-1, unless exempted by law or by the provisions hereof, shall be subject to the Special Tax for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the acreage of an Assessor's Parcel as shown on an Assessor's Parcel Map. If the acreage is not shown on an Assessor's Parcel Map, the acreage shown on the applicable Final Map, parcel map, condominium plan, or other recorded County map shall be used. If the acreage information supplied by these alternative sources is not available, or in conflict, the acreage used shall be determined by the CFD Administrator or a designee.

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

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the formation, annexation and administration of CFD No. 2020-1, including but not limited to the following: (i) the costs of computing the Special Taxes and preparing and presenting to City Council the Special Tax collection schedules (whether by the City or designee thereof or both); (2) the costs of collecting the Special Taxes (whether by the County or otherwise); (3) the costs to the City, CFD No. 2020-1 or any designee thereof in responding to property owner and public inquiries regarding CFD No. 2020-1, including its Special Taxes; (4) the costs of the City, CFD No. 2020-1 or any designee related to an appeal of the Special Tax; (5) the costs of the City, CFD No. 2020-1 or any designee related to preparing required reporting obligations; (6) the City's annual administration fees and third party expenses; (7) the costs of City staff time and reasonable overhead relating to CFD No. 2020-1; and (8) amounts estimated or advanced by the City or CFD No. 2020-1 for any other administrative purposes of CFD No. 2020-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Assessor" means the County Assessor.

“Assessor’s Parcel” means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s parcel number located within the boundaries of CFD No. 2020-1.

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

“Building Permit” means the first legal document issued by the City giving official permission for the construction of a building on an Assessor’s Parcel. For purposes of this definition and application of the Special Tax, “Building Permit” may or may not include any subsequent building permits issued or changed after the first issuance, as determined by the CFD Administrator.

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

“CFD No. 2020-1” means Community Facilities District No. 2020-1 of the City of Escondido.

“City” means the City of Escondido, California.

“City Council” means the City Council of the City, acting as the Legislative Body of CFD No. 2020-1, or its designee.

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

“Density” means the maximum number of dwelling units permitted per acre, including streets within the development, excluding all ultimate circulation element street rights-of-way, adjustments for floodways as defined by the Federal Emergency Management Agency (FEMA) or the City, slope categories, and other environmental factors as designated in each land use category and/or open space/ conservation element. All as further defined within the City’s General Plan adopted May 2012 per Resolution 2012-52, as amended from time-to-time. Density shall be determined by the CFD Administrator prior to annexation.

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

“Dwelling Unit” or “DU” means, as defined in the City of Escondido Municipal Code 32.102 and amended from time to time, each residential unit, without regard to the square footage of the Dwelling Unit, including but not limited to an individual single-family detached Dwelling Unit, small lot single-family Dwelling Unit, townhome, condominium, apartment, or other such residential dwelling unit, including each separate living area within a half-plex, duplex, triplex, fourplex, or other residential structure that comprises an independent facility capable of conveyance or rental separate from the primary Dwelling Unit(s). Dwelling Unit does not include an attached or detached accessory dwelling unit, as defined in the Section 33-8 of the Escondido Zoning Code, as amended from time-to-time.

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

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

“Index” means the Consumer Price Index as published by the United State Department of Labor, titled “CPI for All Urban Consumers.” Further defined with the Series Title, “All items in San Diego – Carlsbad, CA, all urban consumers, not seasonally adjusted”. If this Index is no longer available, an alternative comparable Index will be chosen by the CFD Administrator.

“Land Use Category” means any of the categories listed in Section C, Table 1 which resulted from the initial analysis of the impacts from new Dwelling Units for providing Services and Appendix A, as to the initial property within CFD No. 2020-1, which may be updated from time to time as annexations occur.

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

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

“Proportionately” means for Taxable Property, that the ratio of actual Special Tax levy to the Maximum Special Tax rate is equal for all applicable Assessor’s Parcels within the Zone.

“Rate and Method of Apportionment” means the “Rate and Method of Appointment of Special Taxes for Community Facilities District No. 2020-1 of the City of Escondido.”

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

“Services” means services authorized to be funded by CFD No. 2020-1.

“Special Tax(es)” means the Special Tax authorized to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property within the boundaries of CFD No. 2020-1 in accordance with this Rate and Method of Apportionment.

“Special Tax Requirement” means, subject to the Maximum Special Tax, that amount to be collected in any Fiscal Year to pay for the Services as otherwise required to meet the needs of CFD No. 2020-1. The Special Tax Requirement include the costs for (1) the Services, and (2) Administrative Expenses, less (3) a credit for funds available to reduce the Special Tax levy, if any, as determined by the CFD Administrator.

“State” means the State of California.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of CFD No. 2020-1 which are not exempt from the Special Tax pursuant to law or Section D below.

“Undeveloped Property” means, for each Fiscal Year, all Assessor’s Parcels, or portions thereof, of Taxable Property not classified as Developed Property.

“Zone” means a mutually exclusive geographic area or areas, within which particular Special Tax rates may be levied pursuant to this Rate and Method of Apportionment. The initial Zone of CFD No. 2020-1 is identified as Zone 2020-1. Additional Zones may be created when property is annexed into CFD No. 2020-1.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, beginning with Fiscal Year 2020-21, all property within CFD No. 2020-1 shall be classified as Taxable Property or Exempt Property. Each Assessor Parcel of Taxable Property shall be further classified as Developed Property or Undeveloped Property and shall be subject to Special Taxes in accordance with this Rate and Method of Apportionment determined pursuant to Section C below. Assessor’s Parcels of Taxable Developed Property shall further be classified into Land Use Categories.

C. MAXIMUM SPECIAL TAX

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

1. Developed Property

a. Maximum Special Tax

Each Fiscal Year, each Assessor’s Parcel of Developed Property shall be subject to the Maximum Special Tax. The Maximum Special Tax applicable for Developed Taxable Property within Zone 2020-1 was determined through the application of Table 1, and is as shown in Appendix A. Appendix A will be updated at the time of each annexation to reflect the Land Use Categories and applicable Maximum Special Taxes for each annexed Zone or by areas within each annexed Zone.

The Maximum Special Tax for Fiscal Year 2020-2021 applicable to an Assessor’s Parcel of Developed Property shall be determined using Table 1 below.

TABLE 1
 Maximum Special Tax Rates
 for Developed Residential Property per Dwelling Unit*
 Fiscal Year 2020-2021

Land Use Category	Density	Unit	Special Tax Per Unit
1	Less than 5.5 DU/Acre	DU	\$536.00
2	5.5 to less than 18 DU/Acre	DU	\$743.00
3	18.0 to less than 30 DU/Acre	DU	\$725.00
4	30 DU/Acre or Greater	DU	\$783.00

* The analysis performed to establish the Special Tax per DU shown above only considered the impacts from property within the current City boundary.

b. Escalation

Each July 1st, commencing July 1, 2021, the Maximum Special Taxes shall increase annually by the greater of the annual percentage change in the Index or two percent (2%) from the amount established in the prior Fiscal Year.

2. Undeveloped Property

No Special Tax shall be levied on Undeveloped Property.

D. EXEMPT PROPERTY

The CFD Administrator shall classify as Exempt Property within the boundaries of CFD No. 2020-1: (1) Any Assessor’s Parcel that is owned or irrevocably dedicated to the State of California, Federal or other local governments, including school districts, (2) Assessor’s Parcels which are owned by or irrevocably dedicated to a homeowners association, or (3) Assessor’s Parcels with other types of public uses determined by the CFD Administrator.

E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2020-2021 and for each following Fiscal Year, the CFD Administrator shall determine the Special Tax Requirement for such Fiscal Year and shall levy the Special Tax Proportionately on each Assessor’s Parcels of Developed Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

F. PREPAYMENT OF SPECIAL TAX

No prepayments of the Special Tax are permitted.

G. APPEALS AND INTERPRETATIONS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the CFD Administrator. The written notice of appeal must be filed within the same Fiscal Year as having paid the first installment of the Special Tax that is disputed and the property owner must be current and remain current in the payment of all Special Tax levied on or before the payment date.

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

The CFD Administrator may interpret this Rate and Method of Apportionment for purposes of clarifying ambiguity and make determinations relative to the amount of Administrative Expenses.

H. MANNER OF COLLECTION

The Special Tax will be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2020-1 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

I. TERM OF THE SPECIAL TAX

For each Fiscal Year, the Special Tax shall be levied in perpetuity as long as the Services are being provided.

J. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed into CFD No. 2020-1 from time to time. For Land Use Categories not included in the initial boundaries of CFD No. 2020-1, a study and report describing the Services to be provided to such properties and the estimated

cost of such Services shall be provided to the City Council as the legislative body of the CFD No. 2020-1 in accordance with Section 53321.5 of the Mello-Roos Act. Based on this analysis, the property to be annexed, pursuant to California Government Code section 53339 et. seq. will be assigned an appropriate Maximum Special Tax rate for the Zone or areas within the Zone by Land Use Category as provided herein or as defined and detailed when annexed and included in Appendix A.

**FOR COMMUNITY FACILITIES DISTRICT NO. 2020-1
OF THE CITY OF ESCONDIDO (SERVICES)
(ANNEXATION NO. 7 ZONE 2020-7)**

MAXIMUM SPECIAL TAXES ASSIGNED

Maximum Special Tax Rates
For Developed Residential Property per Dwelling Unit
Fiscal Year 2022-2023

Zone	Land Use Category	Density	Assessor Parcel No(s).	Unit	Annual Special Tax Per Unit*	Annual Special Tax Total
2020-7	1	Less than 5.5 DU/Acre	235-202-59-00	1 DU	\$575.19	\$575.19
2020-7	1	Less than 5.5 DU/Acre	224-143-50-00	1 DU	\$575.19	\$575.19
2020-7	1	Less than 5.5 DU/Acre	238-110-35-00	5 DU	\$575.19	\$2,875.95
2020-7	1	Less than 5.5 DU/Acre	227-180-27-00	6 DU	\$575.19	\$3,451.14
2020-7	1	Less than 5.5 DU/Acre	236-335-53-00	1 DU	\$575.19	\$575.19
2020-7	1	Less than 5.5 DU/Acre	232-333-16-00	1 DU	\$575.19	\$575.19
2020-7	1	Less than 5.5 DU/Acre	233-111-16-00	1 DU	\$575.19	\$575.19
2020-7	2	5.5 – 18 Units/Acre	224-260-23-00 224-260-46-00 224-260-47-00	134 DU	\$797.33	\$106,842.22

Increases in the Maximum Special Tax:

On each July 1, commencing July 1, 2022, the Maximum Special Tax shall be increased by the greater of the annual percentage change in the Index or 2%.

LEGAL DESCRIPTIONS FOR ASSESSOR PARCEL NUMBERS ANNEXING INTO COMMUNITY FACILITIES DISTRICT 2020-1

1500 GAMBLE LANE, ESCONDIDO CA 92029

PARCEL 1 OF PARCEL MAP NO. 9303, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO, OCTOBER 25, 1979.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES, LYING BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY.

APN: 235-202-59-00

1123 ORANGE BLOSSOM WAY, ESCONDIDO CA 92026

PARCEL 1:

THAT CERTAIN "REMAINDER PARCEL (NOT A PART OF THIS SUBDIVISION)" SHOWN AND DELINEATED ON ESCONDIDO TRACT NO. 703-A, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 13555, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF SAN DIEGO, APRIL 2, 1998.

PARCEL 2:

AN EASEMENT AND RIGHT OF WAY FOR ROAD, SEWER, WATER, GAS, POWER AND TELEPHONE LINES AND APPURTENANCES THERETO OVER, UNDER, ALONG AND ACROSS THE SOUTHEASTERLY 20.00 FEET OF LOT 1 IN BLOCK 416 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 723, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892.

APN: 224-143-50-00

2350 MILLER ROAD, ESCONDIDO CA 92029

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE FOLLOWING LAND DESCRIBED PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 5, 2021 AS INSTRUMENT NO. 2021-0091283, OF OFFICIAL RECORDS:

THAT PORTION OF LOT THREE IN BLOCK TWENTY-FIVE OF HOMELAND ACRES ADDITION TO ESCONDIDO NO. 2, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1241, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 11, 1910, LYING SOUTH OF A LINE THAT IS PARALLEL WITH AND DISTANT TWO HUNDRED SIXTY-FOUR FEET SOUTHERLY FROM THE NORTHERLY LINE OF SAID LOT THREE, EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT 3, NORTH 12° 01' EAST, 121.3 FEET FROM THE SOUTHWEST CORNER THEREOF;

THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH 12° 01" EAST, 259.7 FEET;

THENCE SOUTH 77° 59' EAST, 258.2 FEET;

THENCE SOUTH 56° 51' WEST, 366.2 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH THE NORTHERLY HALF OF THE UN-NAMED STREET ADJOINING SAID LOT 3 ON THE SOUTH AS VACATED BY THE COUNTY OF SAN DIEGO BY RESOLUTION RECORDED JUNE 3, 1981, AS INSTRUMENT NO. 81-172660, OF OFFICIAL RECORDS IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

EXCEPT THEREFROM THAT PORTION THEREOF CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED DECEMBER 3, 1970 AS FILE NO. 221136, OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 3;

THENCE (1) ALONG THE WESTERLY LINE OF SAID LOT 3, NORTH 12° 35' 46" EAST, 121.29 FEET TO THE NORTHWESTERLY LINE OF THAT LAND GRANTED TO C.G. BASSET AND SALLY S. BASSET PER DEED RECORDED MARCH 23, 1973 AS INSTRUMENT NO. 73-076918, OF OFFICIAL RECORDS;

THENCE (2) ALONG SAID NORTHWESTERLY LINE NORTH 57° 24' 50" EAST, 75.69 FEET TO THE TRUE POINT OF BEGINNING;

THENCE (3) LEAVING SAID NORTHWESTERLY LINE SOUTH 77° 24' 01" EAST, 387.45 FEET;

THENCE (4) ALONG A TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF 458.00 FEET; THROUGH AN ANGLE OF 25° 45' 36", A DISTANCE OF 205.92 FEET TO THE EASTERLY LINE OF SAID LOT 3;

THENCE (5) ALONG SAID EASTERLY LINE NORTH 12° 37' 04" EAST, 251.93 FEET TO THE NORTHERLY LINE OF SAID BASSETT LAND;

THENCE (6) ALONG SAID NORTHERLY LINE NORTH 77° 26' 22" WEST, 196.96 FEET;

THENCE (7) LEAVING SAID NORTHERLY LINE SOUTH 31° 53' 10" EAST, 141.58 FEET;

THENCE (8) SOUTH 22° 48' 07" WEST, 46.00 FEET;

THENCE (9) NORTH 77° 24' 01" WEST, 421.08 FEET TO SAID NORTHWESTERLY LINE;

THENCE (10) ALONG SAID NORTHWESTERLY LINE SOUTH 57° 24' 50" WEST, 84.58 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM, ANY PORTIONS LYING NORTHERLY OF COURSES 3 AND 4 DESCRIBED ABOVE.

PARCEL C:

THAT PORTION OF LOT 3 IN BLOCK 25 OF HOMELAND ACRES ADDITION TO ESCONDIDO NO. 2, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1241, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 11, 1910, SAID PORTION HEREBY CONVEYED DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT 3, DISTANT ALONG SAID WESTERLY LINE NORTH 12° 35' 46" EAST, 121.29 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 3;

THENCE ALONG THE FOLLOWING NUMBERED COURSES:

(1) NORTH 57° 24' 50" EAST, 75.69 FEET, TO THE SOUTHERLY RIGHT OF WAY LINE OF FRONTAGE ROAD "FA-L" OF STATE FREEWAY 11-SD-15 28.5, SAID FRONTAGE ROAD BEING 60.00 FEET IN WIDTH;

(2) ALONG THE SOUTHERLY RIGHT OF WAY LINE NORTH 77° 24' 01" WEST, 53.35 FEET, TO SAID WESTERLY LINE OF SAID LOT 3;

(3) ALONG LAST SAID LINE SOUTH 12° 35' 48" WEST, 53.69 FEET, TO THE POINT OF BEGINNING.

APN: 238-110-35-00

1600 N. BROADWAY, ESCONDIDO CA 92026

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ESCONDIDO IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

ALL THAT PORTION OF LOT 4 IN BLOCK 422 OF RANCHO RINCON DEL DIABLO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 723, MADE BY J. M. GRAHAM, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 4 IN BLOCK 422; RUNNING THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 240 FEET; THENCE

EASTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 380 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT, A DISTANCE OF 240 FEET TO A POINT IN THE SOUTHERLY LINE OF LOT 4; THENCE WESTERLY ALONG SAID SOUTHERLY LINE, A DISTANCE OF 380 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

AN EASEMENT FOR ROAD PURPOSES OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 4 IN BLOCK 422; THENCE RUNNING NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 240 FEET, WHICH IS THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG SAID WESTERLY LINE A DISTANCE OF 15 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 4 A DISTANCE OF 326 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 15 FEET; THENCE WESTERLY PARALLEL WITH SAID SOUTHERLY LINE OF LOT 4, A DISTANCE OF 326 FEET TO THE TRUE POINT OF BEGINNING.

APN: 227-180-27-00

1998 ROHN ROAD, ESCONDIDO CA 92025

PARCEL 1 OF PARCEL MAP NO. 13588, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 12, 1984 AS FILE NO. 84-462999 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL OIL, GAS ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES AND OTHER MINERALS, WITHIN OR UNDERLYING OR THAT MAY BE PRODUCED FROM SAID PROPERTY, TOGETHER WITH THE FULL RIGHT TO EXPLORE FOR, DEVELOP, DRILL, REMOVE AND RECOVER THE SAME FROM SAID PROPERTY AND THE RIGHT TO USE THAT PORTION OF THE SUBSURFACE OF SAID PROPERTY LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID PROPERTY FOR ALL PURPOSES PERTAINING TO INCIDENT TO THE FOREGOING BUT NOT INCLUDING WITHIN THIS EXCEPTION ANY RIGHT TO USE THE SURFACE OF SAID PROPERTY OR THAT PORTION OF THE SUBSURFACE THEREOF LYING ABOVE A DEPTH OF 500 FEET BELOW THE SURFACE FOR THE AFORESAID PURPOSES, AS RESERVED BY S. ALBERT MOLLE AND GLADYS MOLLE IN DEED RECORDED MARCH 3, 1972, AS INSTRUMENT NO. 52072, OFFICIAL RECORDS.

APN: 236-335-53-00

663 S. TULIP STREET, ESCONDIDO CA 92025

THAT PORTION OF LOT 15 BLOCK 306 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO; COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO.349 BY O. N. SANFORD, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, JULY 10, 1886, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF TULIP STREET WITH THE EASTERLY PROLONGATION OF THE DIVIDING LINE BETWEEN LOTS 14 AND 15 OF SAID BLOCK 306; THENCE WESTERLY ALONG SAID PROLONGATION AND ALONG THE DIVIDING LINE BETWEEN LOTS 14 AND 15 A DISTANCE OF 160.00 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE TULIP STREET A DISTANCE OF 300.00 FEET; THENCE EASTERLY PARALLEL WITH THE DIVIDING LINE BETWEEN LOTS 14 AND 15; A DISTANCE OF 160.00 FEET TO THE CENTER LINE OF TULIP STREET; THENCE NORTHERLY ALONG SAID CENTER LINE A DISTANCE OF 300.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHWESTERLY 252.00 FEET.

APN: 232-333-16-00

422 S. SPRUCE STREET, ESCONDIDO CA 92025

LOT 1 IN BLOCK 108 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, JULY 10, 1886, EXCEPTING THEREFROM THE SOUTHERLY 70 FEET THEREOF.

APN: 233-11-16-00

2401 NUTMEG ST, ESCONDIDO CA 92026

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: APN: 224-260-46-00

ALL THAT PORTION OF LOTS 1 AND 2 IN SECTION 5, TOWNSHIP 12 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WESTERLY OF THE WESTERLY LINE OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MAY 15, 1947 AS

DOCUMENT NO. 51967, IN BOOK 2380, PAGE 435, OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 1 WITH THE WESTERLY LINE OF THE LAND CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED MAY 15, 1947 AS DOCUMENT NO. 51967 IN BOOK 2380, PAGE 435, OF OFFICIAL RECORDS; THENCE ALONG THE SAID NORTHERLY LINE TO AND ALONG THE NORTHERLY LINE OF SAID LOT 2, SOUTH 89° 27' WEST 335.26 FEET; THENCE SOUTH 3° 36' 11" EAST TO THE CENTER LINE OF COUNTY ROAD SURVEY NO. 1113, AS DESCRIBED IN DEED TO THE COUNTY OF SAN DIEGO, RECORDED MAY 6, 1948 AS DOCUMENT NO. 45789, OF OFFICIAL RECORDS; THENCE NORTHEASTERLY AND EASTERLY ALONG SAID NORTHERLY LINE TO SAID WESTERLY LINE OF THE STATE OF CALIFORNIA LAND; THENCE NORTHERLY ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING.

PARCEL 2: APN: 224-260-47-00

ALL THAT PORTION OF LOTS 1 AND 2 IN SECTION 5, TOWNSHIP 12 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WESTERLY OF THE WESTERLY LINE OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MAY 15, 1947 AS DOCUMENT NO. 51967, IN BOOK 2380, PAGE 435, OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 1 WITH THE WESTERLY LINE OF THE LAND CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED MAY 15, 1947 AS DOCUMENT NO. 51967 IN BOOK 2380, PAGE 435, OF OFFICIAL RECORDS; THENCE ALONG THE SAID NORTHERLY LINE TO AND ALONG THE NORTHERLY LINE OF SAID LOT 2, SOUTH 89° 27' WEST 335.26 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 3° 36' 11" EAST TO THE CENTER LINE OF COUNTY ROAD SURVEY NO. 1113 AS DESCRIBED IN DEED TO THE COUNTY OF SAN DIEGO, RECORDED MAY 6, 1948 AS DOCUMENT NO. 45789, OF OFFICIAL RECORDS; THENCE SOUTHWESTERLY ALONG SAID LINE TO THE EASTERLY LINE OF THE STATE OF CALIFORNIA LAND DESCRIBED IN DEED TO THE STATE OF CALIFORNIA RECORDED JANUARY 10, 1973 AS FILE NO. 73-007572, OF OFFICIAL RECORDS; THENCE NORTH 10° 53' 54" WEST 320.77 FEET TO THE NORTHERLY LINE OF SAID LOT 2; THENCE NORTH 89° 27' EAST 284.04 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3: APN: 224-260-23-00

ALL THAT PORTION OF LOTS 1 AND 2 IN SECTION 5, TOWNSHIP 12 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WESTERLY OF THE WESTERLY LINE OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MAY 15, 1947 IN BOOK 2380, PAGE 435, OF OFFICIAL RECORDS, SOUTHEASTERLY AND SOUTHERLY OF THE CENTER LINE OF COUNTY ROAD SURVEY NO. 1113 AS DESCRIBED IN DEED TO THE COUNTY OF

SAN DIEGO RECORDED MAY 6, 1948 AS DOCUMENT NO. 45789 IN BOOK 2786, PAGE 349, OF OFFICIAL RECORDS AND EASTERLY AND NORTHERLY OF THE LAND CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED SEPTEMBER 28, 1971 AS FILE NO. 220908, OF OFFICIAL RECORDS.



STAFF REPORT

August 17, 2022

File Number 0600-10; A-3423

SUBJECT

APPROVAL OF AGREEMENT WITH ESCONDIDO UNION SCHOOL DISTRICT FOR \$1,161,000 FOR BEFORE AND AFTER SCHOOL PROGRAM SERVICES

DEPARTMENT

Community Services Department

RECOMMENDATION

Request the City Council Approve Resolution 2022-110 authorizing the Mayor to execute an agreement for \$1,161,000 annually with the Escondido Union School District to operate before and after school programming at selected schools within the district.

Staff Recommendation: Approval (Community Services: Joanna Axelrod, Deputy City Manager/Director of Community Services)

Presenter: Danielle Lopez, Assistant Director of Community Services

FISCAL ANALYSIS

The funding received from the Escondido Union School District for the Before & After School Program is over 100% full cost recovery which reduces the impact on the general fund.

PREVIOUS ACTION

On June 15, 2022, the City Council approved a budget adjustment in the amount of \$157,760 for fiscal year 2022/2023 for the Before and After School Program to expand operations.

On June 26, 2022, the City Council approved the 2022/2023 General Fund operating budget which includes funding for the Before and After School Program.

BACKGROUND

The City of Escondido Community Services Department has been operating before and after school programs continuously for over three decades, except during the pandemic. During the 2021/2022 school year, the program operated at two school sites. In February 2022, the Escondido Union School District ("EUSD") approached the City to expand before and after school care from the two existing schools to the five schools inclusive of Bernardo, LR Green, Miller, North Broadway, and Reidy Creek.



CITY of ESCONDIDO

STAFF REPORT

In partnership with EUSD, the City will offer a before and after school program that focuses on expanding academic, social, emotional, and physical needs of students before and after the regular school day that is free to all participants. The goal is to provide an environment with a wide variety of hands-on enrichment activities, physical recreation opportunities, academic assistance, and supportive supervision. With approval of this agreement, the Before and After School Program will operate on all school days from 6:30 a.m. – start of school and end of school - 6 p.m., including early release days, and will accept kindergarten through fifth graders. Parents/guardians will have the flexibility of “drop-in” service thereby using the program when needed. There is no minimum attendance requirement. This allows participants to attend all year or just a few days. Additionally, participants may be picked up any time before the end of the program, using it for one hour or the entire day. Programming is based on four basic tenets: 1) be safe 2) encourage learning 3) build positive relationships 4) make it fun. This approach permeates the curriculum and overall programming while still accounting for participant preferences. The recreation-based activities also incorporate homework time, STEAM (science, technology, engineering, art, and math), and special guest speakers that highlight important topics.

Due to the investment of resources required for successful implementation, EUSD agreed to utilize the City’s Before and After School Program service for a minimum of two consecutive school years (2022/2023 & 2023/2024). The City and EUSD shall meet and confer on topics related to increased capacity and extension of services beyond the initial term.

RESOLUTIONS

- a. Resolution 2022-110

ATTACHMENTS

- a. Escondido Union School District, Independent Agency Agreement

RESOLUTION NO. 2022-110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, AN AGREEMENT WITH THE ESCONDIDO UNION SCHOOL DISTRICT TO OPERATE BEFORE AND AFTER SCHOOL PROGRAMMING AT FIVE SCHOOL SITES WITHIN THE DISTRICT

WHEREAS, research shows that students with consistent participation in before and after school programs advanced academically more quickly than their peers that did not participate; and

WHEREAS, the City of Escondido (“City”) recognizes the need for before and after school care for school age children in our community; and

WHEREAS, the Escondido Union School District (“EUSD”) is in need of special services related to before and after school programs; and

WHEREAS, the Deputy City Manager/Director of Communications and Community Services recommends approval of this agreement in the amount of \$1,161,000 to provide before and after school programming to EUSD.

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

1. That the above recitations are true.
2. That the City Council authorizes the Mayor to execute, on behalf of the City, an agreement with Escondido Union School District to operate before and after school programming, in a substantially similar form to that which is attached and incorporated to this Resolution as Exhibit “A”, and subject to final approval as to form by the City Attorney.

ESCONDIDO UNION SCHOOL DISTRICT

Independent Agency Agreement

This Independent Agency Agreement is hereby entered into on this 21st day of July, 2022 ("Effective Date") by and between the ESCONDIDO UNION SCHOOL DISTRICT, hereinafter referred to as "District," and the City of Escondido, hereinafter called "Agency." The District and the Agency may be referred to herein collectively as the "Parties."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services, if such persons are specially trained, experienced, and competent to perform the special services required; and

WHEREAS, District is in need of such special services related to after school programs; and

WHEREAS, Agency is specially trained, experienced, and competent to perform the special services required by the District.

NOW, THEREFORE, the parties agree as follows:

1. Agency Responsibilities

The Agency shall provide a no cost before and after school program for students at Bernardo Elementary, LR Green Elementary, Miller Elementary, North Broadway Elementary and Reidy Creek Elementary. The Agency shall provide services and work as outlined in Exhibit A, which is incorporated herein fully by this reference.

2. Term

The Agency shall commence with providing services and work under this Agreement on July 30, 2022, and will diligently perform as required to complete services by June 30, 2024.

3. Compensation

District agrees to reimburse the Agency for services pursuant to this Agreement for a total fee not to exceed One Million One Hundred Sixty-One Thousand dollars (\$1,161,000.00) per school year. Agency shall submit periodic invoices which include a statement of work performed. The District shall pay all invoices within thirty days of receipt.

4. Expenses

District shall not be liable to Agency for any costs or expenses paid or incurred by Agency in performing services for District under this agreement except for the Compensation stated in Section 3 of this Agreement, as detailed in Exhibit A; Agency shall bear its own expenses.

5. Precedence of Agreement Over Exhibits

Should there be any ambiguity or inconsistency between any exhibits to this Agreement and the terms of this Agreement, the terms of this Agreement take precedence.

6. Independent Agency

Agency, in the performance of this Agreement, shall be and shall act as an independent Agency. Agency understands and agrees that it and all of its employees shall not be considered officers, employees or agents, of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Agency assumes full responsibility for the acts and/or omissions of its employees, agents, or subcontractors as they relate to the services to be provided under this Agreement. Nothing in this Agreement shall give the Agency possession of authority with respect to any District decision beyond the rendition of information, advice, recommendation or counsel. Agency is not authorized to make any representation, contract, or commitment on behalf of District. Agency hereby agrees to indemnify and hold harmless the District from and against any claim by an Agency employee that he or she is an employee of the District relating to the services provided under this Agreement.

7. Materials

Agency shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

8. Confidentiality

The Agency and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District.

The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to, ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the Agency and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the Agency to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the Agency, so long as those persons have a legitimate interest in the information.

Notwithstanding the provisions of this Section 8, Agency (including its affiliates' employees, directors, contractors, consultants, counsel, and agent(s)) may disclose confidential information in the event, but only to the extent, that, based upon reasonable advice of counsel, the Agency is required to do so by the disclosure requirements of any law, rule, or regulation, including but not limited to the California Public Records Act (cal. Gov't Code § 6250 et seq.), or any order, decree, subpoena, ruling, or other similar process of any court, tribunal, securities exchange, governmental agency, or governmental or regulatory

authority, or if such disclosure is to necessary to enforce this Agreement ("Necessary Disclosure"). In the event of a Necessary Disclosure, the Agency shall, to the extent legally permitted provide the District with prompt written notice so the District may, at the District's sole expense, seek a protective order or other appropriate remedy to protect such information. If such protective order or other remedy is not obtained, the Agency will not be in breach of this Agreement by furnishing such confidential information as required.

9. Copyrighted Materials

Agency shall advise District of any and all materials used, or recommended for use, by Agency to achieve the project goals that are subject to any copyright restrictions or requirements. In the event Agency shall fail to so advise District, and as a result of the use of any programs or materials developed by Agency under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Agency agrees to indemnify, defend and hold harmless District against any action or claim brought by the copyright holder.

10. Audit and Inspection of Records

At any time during the normal business hours and as often as District may deem necessary, Agency shall make available to District for examination at District's place of business specified above all data, records, investigation reports and all other materials respecting matters covered by this Agreement, and Agency will permit the District to audit, and to make audits of, all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

11. Termination

Either party may terminate this Agreement upon giving 30 days advance written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement; or (b) any act by a party exposing the other party to liability to others for personal injury or property damage; or (c) if either party is adjudged as bankrupt, make a general assignment for the benefit of creditors, or a receiver is appointed on account of either party's insolvency. Written notice by either party of termination for cause shall contain the reasons for such intention to terminate, and unless within ten (10) business days after service of such notice, the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall, upon the expiration of the ten business days, cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the parties. Written notice shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

In the event of termination, District shall compensate Agency for services rendered up until the effective date of such termination.

12. Indemnification/Hold Harmless

a. Agency's Indemnification of District.

To the fullest extent permitted by law, Agency shall defend, indemnify and hold harmless the District and its officials, agents and employees ("District Indemnitees") from and against claims, damages, losses and expenses, including, but not limited to, attorney fees, arising out of Agency's performance under this Agreement, regardless of whether such claim, damage, loss or expense is caused in part by a District Indemnitee, which may be incurred by reason of:

- Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Agency or any person, firm or corporation employed by the Agency, either directly or by independent contract, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.
- Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the Agency, or any person, firm or corporation employed by the Agency, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.
- Any liability for damages which may arise from the furnishing or use of any copyrighted or un-copyrighted matter or patented or unpatented invention under this Agreement.

The Agency shall not be obligated to indemnify a District Indemnitee for liability due to willful misconduct, active negligence, or sole negligence for which that District Indemnitee is legally responsible. Agency shall, if requested by the District, defend using counsel approved by the District in its sole discretion.

This provision shall survive the term of this Agreement.

b. District's Indemnification of Agency.

To the fullest extent permitted by law, District shall defend, indemnify and hold harmless the Agency and its officials, agents and employees ("Agency Indemnitees") from and against claims, damages, losses and expenses, including, but not limited to, attorney fees, arising out of District's performance under this agreement, regardless of whether such claim, damage, loss or expense is caused in

part by an Agency Indemnitee, which may be incurred by reason of:

- Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the District or any person, firm or corporation employed by the District, either directly or by independent contract, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the Agency or its officers, employees or agents.
- Any injury to or death of any person, including the Agency or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the District, or any person, firm or corporation employed by the District, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the Agency or its officers, employees or agents.
- Any liability for damages which may arise from the furnishing or use of any copyrighted or un-copyrighted matter or patented or unpatented invention under this Agreement.

The District shall not be obligated to indemnify an Agency Indemnitee for liability due to willful misconduct, active negligence, or sole negligence for which that Agency Indemnitee is legally responsible. District shall, if requested by the Agency, defend using counsel approved by the Agency in its sole discretion.

This provision shall survive the term of this Agreement.

13. Insurance

Agency shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Agreement. Should Agency maintain insurance policies with coverage and limits of liability that exceed the minimum coverage and limits requirements that are broader than as outlined below, those broader coverages and higher limits shall be deemed to apply for the benefit of the District and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this Agreement.

Commercial General Liability - Using a standard ISO CG 00 01 occurrence form or its equivalent., including operations, products and completed operations and contractual liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate for bodily injury, personal injury, and property damage.

The Commercial General Liability Coverage shall include the following endorsements:

- The District, its Board, officers, agents and employees shall be included as Additional Insureds using ISO Additional Insured endorsements CG 20 10 and CG 20 37 or a blanket additional insured endorsement as applicable, "The District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Services and/or the Products or operations performed by or on behalf of the Agency, including materials, parts or equipment furnished in connection with such work; and the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Agency's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Agency's insurance and shall not be called upon to contribute with it.

Automobile Liability - Using a standard ISO Business Auto CA 00 01 form or its equivalent, with limits not less than \$1,000,000 per accident for bodily injury and property damage for all owned, hired and non-owned automobiles. Coverage shall include Contractual Liability.

The Auto coverage shall include the following endorsements:

- The District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Agency or for which the Agency is responsible; and the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Agency's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Agency's insurance and shall not be called upon to contribute with it.

Professional Liability - (Required if providing assessments, evaluations, therapy) including coverage for personal injury, death, property damage, and contractual liability in an amount not less than One Million Dollars (\$1,000,000) for each occurrence [Two Million Dollars (\$2,000,000) general aggregate]. Said insurance shall be maintained for the statutory period during which the professional may be exposed to liability.

Abuse and Sexual Molestation Endorsement for Minors - (Required only if Box 20.B is checked.) Sexual Abuse/Molestation coverage must be included under General Liability or obtained in separate policies in an amount of not less than \$1,000,000 per occurrence, \$3,000,000 aggregate and \$5,000,000 excess/umbrella coverage.

In addition, Agency agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District

shall be excess and noncontributory."

No later than ten (10) working days after execution of this Agreement, Agency shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. Agency agrees to name District and its officers, agents and employees as additional insureds under said policy.

14. Workers' Compensation Insurance

Agency agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Agency participating under this Agreement, Agency agrees to defend and hold harmless the District from such claim.

15. Assignment

The obligations of the Agency pursuant to this Agreement shall not be assigned by the Agency.

16. Compliance with Applicable Laws

Agency agrees to comply with all federal, state and local laws, rules, regulations and ordinances, including but not limited to those rules and regulations related to COVID-19, that are now or may in the future become applicable to Agency.

17. Permits/Licenses

Agency and all Agency's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

18. Entire Agreement/Amendment

This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the Agreement.

19. Nondiscrimination in Employment

Agency agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national original, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

20. Fingerprinting/Criminal Background Investigation Certification

Agency and the Agency's employees shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Agency hereby represents and warrants to District the following:

- A. Agency and/or the Agency's employees shall have no contact with District students at any time during the Term of this Agreement or the Agency and/or Agency's employees will have contact with District students only when under the observation of a District's employee.
- B. Agency/Agency's employees will have contact with District students during the term of this Agreement while not under the observation of a District employee. Agency agrees to provide evidence of clearance for any and all assigned employees performing under this agreement, when requested/required by the District.
- C. (Required only if Box 20.B is checked.) All of the Agency's employees noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these Agency's employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Agency further agrees and acknowledges that if at any time during the Term of this Agreement Agency learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Agency shall immediately notify the District's Assistant Superintendent of Educational Services and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible. The Parties further understand and agree that the District's Superintendent or the Superintendent's designee may, at any time, provide written notice withdrawing consent to any of Agency's employees performing services under this Agreement when, in the reasonable discretion of the Superintendent, it is inappropriate for Agency's employee to continue providing services under this Agreement owing to criminal convictions or other misconduct or other factors deemed relevant by the Superintendent.

21. Tuberculosis Certification

Agency and the Agency's employees shall at all times comply with the tuberculosis ("TB") certification requirements as set forth below. Specifically, by checking the applicable boxes below, Agency hereby represents and warrants to District the following:

- A. Agency and/or Agency's employees will not be present on a District school site and **will not** have contact with District students during the term of this Agreement.
- B. Agency and/or Agency staff **shall be present on a District school site and have contact with District students no more than two times in any month** during the Term of this Agreement.
- C. The Agency and/or Agency's employees shall or may be on a District school site and **have contact with District students three or more times per month** during the term of

this Agreement and, at no cost to District, they have received a TB test that complies with the requirements of California Education Code section 49406. Agency agrees to provide evidence of clearance for any and all assigned employees performing under this agreement, when requested/required by the District.

Agency shall maintain on file the certificates showing that the Agency's employees were examined and found free from active TB. These forms shall be regularly maintained and updated by Agency and shall be available to District upon request or audit.

Agency further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

22. COVID-19 Vaccination Status Certification

Pursuant to the provision of the State Public Health Office Order issued on August 11, 2021 (Order of the State Public Health Officer Vaccine Verification for Workers in Schools) individuals that are on public or private school property serving students from transitional kindergarten through grade 12 are required to be fully vaccinated and provide proof of vaccination.

A person is considered fully vaccinated for COVID-19: two weeks (14 days) or more after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or vaccine authorized by the World Health Organization), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson [J&J]/Jansen).

Unvaccinated or incompletely vaccinated workers must be tested at least once weekly either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

Agency shall certify all employees/staff, including the employees of any subcontractor who will perform work at any District location are either fully vaccinated and have provided Agency with proof of vaccination or such employees/staff will comply with weekly testing requirements as outlined in the State Public Health Order prior to entering school property on and after the Effective Date of this Agreement.

Records of vaccination verification and testing records will be made available upon District's request, to the local health jurisdiction for purposes of case investigation.

In addition, Agency shall at all times remain in compliance with all District policies and procedures associated with COVID-19 safety. The Agency agrees to strictly, and without exception, follow all local, state, and federal guidelines regarding human protection from the Coronavirus.

23. Non-Waiver

The failure of District or Agency to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition or prevent a subsequent similar act from again

constituting a violation of such term or condition.

24. Notice

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, if mailed, on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth below.

25. Administrator of Agreement

This Agreement shall be administered on behalf of and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: Dr. Laura Philyaw, Deputy Superintendent
Escondido Union School District
2310 Aldergrove Ave
Escondido, CA 92029
lphilyaw@eusd.org

For Agency: Robert Rhoades, Deputy Director of Community Services
City of Escondido
201 N. Broadway
Escondido, CA 92025
rrhoades@escondido.org

26. Execution by Facsimile or in Counterparts

This Agreement may be signed in counterparts and the signatures may appear on separate signature pages. A copy or an original, with all signatures attached, shall be deemed a fully executed agreement. A facsimile version of any party’s signature shall be deemed an original signature.

27. Severability

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

28. Governing Law

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.

29. Warranty of Authority

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

30. 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.

Escondido Union School District

City of Escondido

By: _____

Signature of Authorized Representative

Laura Philyaw, Ed.D.

Printed Name

Deputy Superintendent

Title

Date

By: _____

Signature of Authorized Representative

Printed Name

Title

Date



Community Services Department
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4691 Recreation@escondido.org

Before & After School Program Proposal

Executive Summary

In partnership with Escondido Union School District, the City of Escondido will offer a cost effective before and after school program that focuses on expanding academic, social, emotional, and physical needs of students following the regular school day. Our goal is to provide an environment with a wide variety of hands-on enrichment activities, physical recreation opportunities, academic assistance, and supportive supervision.

Program Approach

The City of Escondido is committed to a simple yet comprehensive approach focused on each student's individual wellbeing.

1. Be safe
2. Encourage learning
3. Build positive relationships
4. Make it fun!

Be Safe

The City of Escondido is committed to providing the safest possible environment to participants. This is accomplished through appropriate safety and supervision training for the staff and safety-related activities for the participants. The PAL Safety Academy (stranger danger), fire safety, and daily reinforcement of the program rules contribute to maintaining safe surroundings.

Encourage Learning

The program is dedicated to encouraging learning by providing each student with a successful foundation of knowledge through a curriculum that integrates recreation, education, and STEAM (Science, Technology, Engineering, Art, and Math) activities. This is accomplished through specialty activities and clubs that encourages hands-on learning, critical thinking, and problem solving.

Build Positive Relationships

Relationships are critically important in today's world. The prevalence of electronics has fostered an environment in which developing relationships is more difficult. The Before and After School Program promotes building positive relationships with peers and adult staff through character building activities and utilizing appropriate conflict resolution strategies when issues arise.

Make It Fun!

As a recreation-based program, fun is an inherent part of all planned activities. This is especially important for students with a full day of school. In planning activities, it is vital to give the participants a choice. By doing so, it creates greater acceptance, involvement, and

Before & After School Program Proposal
Page 2

student voice in activities. This leads to higher satisfaction levels, increased participation, and fewer behavioral issues.

Program Plan

This following plan describes how the process of implementation will be handled. More specifically what is required for the Before and After School Program to be successful including any in-kind support required of the school.

Schools

The City shall implement after school programming at the following schools

- Bernardo
- LR Green
- Miller
- North Broadway
- Reidy Creek

Participation & Capacity

The City of Escondido will offer a Before and After School Program with the following capacities.

AM Program Capacity: 30 students per school (10 kindergarten, 20 1st-5th graders)

Maximum Capacity: shall vary by school depending on interest list
 Bernardo: 80 students (20 kindergarten, 60 1st-5th)
 LR Green: 70 students (10 kindergarten, 60 1st-5th)
 Miller: 30 students (10 kindergarten, 20 1st-5th)
 North Broadway: 50 students (10 kindergarten, 40 1st-5th)
 Reidy Creek: 70 students (10 kindergarten, 60 1st-5th)

Staff/Student Ratio: 1:20 (1st – 5th grade)
 1:10 (kindergarten)
 Program will not accept transitional kindergarten students

EUSD Support

In order to operate a successful program, the City of Escondido requires some additional support from the district office and local school site as follows.

- A dedicated multipurpose or classroom space for use before and after school to accommodate the maximum capacity of students, City staff, and 2-3 rolling cabinets for program supplies. A shared space with another after school program is possible but not preferable.

Before & After School Program Proposal Page 3

- Keys and security access codes are also essential, as the program hours (6:30 a.m. to start of school and dismissal to 6:00 p.m.) would extend prior to and beyond regular school office hours (7:30 a.m. to 4:00 p.m.). These would be appropriately signed out and properly secured according to the protocols and procedures of EUSD.
- Integrated school site training which includes the Before and After School Program staff. This will allow the staff to effectively manage and coordinate student behavior expectations, academic understanding, and other school community resources.
- In-kind promotional opportunities that advertise the program to families through PeachJar, school announcements, placement on the school's website, and encouraging parents to contact the City of Escondido when asked about before and after school care.
- An office mailbox for the program to facilitate communication with the program staff, school office, parents, and PTA/PTO. (optional)

Program Staff

Most of our staff are college students with majors in education, child development, and related career fields. Our staff are required to submit to a criminal background check and drug screen. The staff are also certified in CPR, first aid, and AED.

Additionally, our staff receive training in a variety of topics, including but not limited to safety and supervision, behavior modification techniques, inclusion and diversity awareness, health and well-being, activities programming, and leadership.

The City of Escondido does not mandate COVID vaccines for employees; however, we recognize the state mandate of vaccines or testing requirements related to school-based programs. As such, the City of Escondido Before and After School Program staff shall be subject to EUSD requirements to work on any school campus.

Registration & Promotion

Program registration will be primarily conducted online through the City's dedicated website recreation.escondido.org, but will maintain a paper registration process for families that do not have access to the internet.

Registration for the 2022/2023 school year could begin as early as *Tuesday, May 31*. The City of Escondido would produce a professionally designed bilingual flyer for parents to be digitally distributed announcing the details of the new program and registration period.

Activities/Curriculum

Before & After School Program Proposal
Page 4

This program is designed to provide safe, recreational, and educationally enriching activities to youth during non-school hours (after school until 6:00 p.m.). Activities include, but are not limited to:

- Academic Assistance (dedicated homework time)
- Special Events and Spirit Days
- STEAM Programming
- Safety Awareness
- Physical Activity Challenges and Competitions
- Games & Sports
- Arts & Crafts Projects

Sample Before School Schedule

Monday-Friday (6:30a – start of school)

6:30a	Program Begins (sign-n throughout program)
6:30a – 7:00a	Quiet Games/Activity Box
7:00a – 7:10a	Restroom/Water Break
7:10a – 7:30p	Group Game/Craft Activity
7:30a – 7:50a	Group Game/Craft Activity
7:50a – 8:00a	Clean-up and Prepare for school
8:00a	Start of School

Sample Afterschool Schedule

Monday-Wednesday, Friday (end of school until 6:00p)

2:30p	School Dismissal
2:30p – 2:45p	Sign-in/Snack (provided by school)
2:45p – 2:50p	Daily Announcements
2:50p – 3:10p	Recess
3:10p – 3:20p	Restroom/Water Break
3:20p – 4:20p	Homework Time/STEAM Activity
4:20p – 4:30p	Restroom/Water Break
4:30p – 5:00p	Group Game/Craft Activity
5:00p – 5:30p	Group Game/Craft Activity
5:30p – 6:00p	Group Game/Craft Activity /Activity Box
6:00p	End of Program

Before & After School Program Proposal
Page 5

Thursday (early release, end of school – 6:00p)

12:30p	School Dismissal
12:30p – 12:45p	Sign-in/Snack (provided by school)
12:45p – 12:50p	Daily Announcements
12:50p – 1:10p	Recess
1:10p – 1:20p	Restroom/Water Break
1:20p – 2:30p	Special Event/Clubs
2:30p – 3:20p	Homework Time/STEAM Activity
3:20p – 3:30p	Restroom/Water Break
3:30p – 4:20p	Group Game/Craft Activity
4:20p – 4:30p	Restroom/Water Break
4:30p – 5:30p	Group Game/Craft Activity
5:30p – 6:00p	Group Game/Craft Activity /Activity Box
6:00p	End of Program

*Program schedule is subject to change based on weather, space requirements, school events, and special program planned activities.

Funding

The following outlines the proposed fee structure for operating the Before and After School Program.

Before School Program Rate

\$7/per participant, per day
Cost to EUSD: \$189,000

After School Program Rate

\$18/per participant, per day
Cost to EUSD per school year: \$972,000 (based on afore mentioned capacities per school)

Total Program Cost: ***\$1,161,000 per school year***

Future Programming

Due to the investment of resources required for successful implementation, EUSD agrees to utilize the City’s Before and After School Program service for a minimum of two consecutive school years (2022/2023 & 2023/2024).

Before & After School Program Proposal
Page 6

The City of Escondido will remain open to reevaluating the service offerings based on EUSD requests and school community need. The City and EUSD shall meet and confer on topics related to increased capacity and extension of services beyond the initial term.

Contact Information

We look forward to hearing from you to further discuss this proposal and how we might be able to partner together.

Thank you,

Robert Rhoades
Deputy Director of Community Services

rrhoades@escondido.org

760-839-5482



STAFF REPORT

August 17, 2022
File Number 0480-70

SUBJECT

FISCAL YEAR 2021/22 PAUL COVERDELL FORENSIC IMPROVEMENT PROGRAM GRANT

DEPARTMENT

Police Department

RECOMMENDATION

Request the City Council Adopt Resolution No. 2022-118 authorizing the Interim Chief of Police to accept a FY 2021-22 California Office of Emergency Services (“CalOES”) Paul Coverdell Forensic Science Improvement Program Grant in the amount of \$52,033; execute all documents necessary for the management and completion of the grant scope; and authorize the necessary budget adjustment needed to spend grant funds.

Staff Recommendation: Approval (Department Name: David Cramer, Interim Chief of Police)

Presenter: David Cramer, Interim Chief of Police

FISCAL ANALYSIS

Grant funds will be used to purchase forensic equipment, computer supplies, and accreditation fees for the forensic unit for crime scene investigation. This will have no impact on the General Fund Budget.

PREVIOUS ACTION

On May 12, 2021, City Council adopted resolution No. 2021-66 approving a Paul Coverdell Forensic Science Improvement Program Grant in the amount of \$51,682.

BACKGROUND

The Escondido Police Department has received a FY 2021-22 CalOES Paul Coverdell Forensic Science Improvement Program Grant in the amount of \$52,033, funded through the Bureau of Justice Assistance. Grant funding must be used to cover costs associated with acquiring and maintaining accreditation for crime labs, reducing backlogs, and improving the quality and timeliness of forensic science services.

The Escondido Police Department proposes to utilize grant funds to purchase the following items:

- Forensic equipment – Crime-Lite Auto & Accessories that will allow the Forensic Services Unit members to discover evidence in a crime scene and fingerprints (\$40,236)



CITY *of* ESCONDIDO

STAFF REPORT

- Computer monitors and operating supplies (\$6,037)
- Costs associated with annual fees required to maintain Crime Lab accreditation (\$5,760)

Grant funds will improve the quality and timeliness of forensic science services within the City of Escondido.

RESOLUTIONS

- a. Resolution No. 2022-118

ATTACHMENTS

- a. Attachment "1" Budget Adjustment

RESOLUTION NO. 2022-118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE INTERIM CHIEF OF POLICE TO ACCEPT A FY 2021-22 CALIFORNIA OFFICE OF EMERGENCY SERVICES (CALOES) PAUL COVERDELL FORENSIC SCIENCE IMPROVEMENT PROGRAM GRANT IN THE AMOUNT OF \$52,033; EXECUTE ALL DOCUMENTS NECESSARY FOR THE MANAGEMENT AND COMPLETION OF THE GRANT SCOPE; AND AUTHORIZE THE NECESSARY BUDGET ADJUSTMENT

WHEREAS, the City of Escondido (“City”) desires to improve the quality and timeliness of forensic science services; and

WHEREAS, the Escondido Police Department has designated the FY 2021-22 Paul Coverdell Forensic Science Program Grant to conduct specific programs to address these goals; and

WHEREAS, the Paul Coverdell Forensic Science Program Grant will be funded from funds made available by the California Office of Emergency Services (hereafter referred to as CalOES), through the Bureau of Justice Assistance.

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

1. That the above recitations are true.
2. That the City Council authorizes the Interim Chief of Police of the City of Escondido to accept the the Paul Coverdell Forensic Science Program Grant from CalOES, in the amount of \$52,033 and execute all documents necessary for the management and completion of the grant scope.
3. That the City Council hereby also approves and authorizes the necessary budget adjustment needed to establish a new project number for tracking and spending of grant funds.

4. That grant funds received hereunder shall not be used supplant expenditures controlled by this body.



STAFF REPORT

August 17, 2022

File Number 0600-10; A-3426

SUBJECT

AUTHORIZATION OF PARTICIPATION AGREEMENT, EASEMENT, AND PLOT PLAN APPROVAL FOR EV CHARGERS

DEPARTMENT

Development Services Department, Planning Division

RECOMMENDATION

It is requested that the City Council adopt Resolution No. 2022-119 authorizing the Mayor to execute, on behalf of the City, a Power Your Drive for Parks Public EV Charging Program Participation Agreement (“Agreement”) and related easement (“Easement”) with San Diego Gas & Electric (“SDG&E”) for the installation of nine electric vehicle (“EV”) charging stations at the Woodward Parking Lot of Grape Day Park, and approve SDG&E’s Plot Plan (City Case No. PL22-0323) for the design of the EV charging stations (“Plot Plan”).

Staff Recommendation: Approval (Development Services Department: Andrew Firestine)

Presenter: Adam Finestone, City Planner

FISCAL ANALYSIS

Fiscal impacts of the Agreement are limited to staff time and resources necessary to carry out related administrative tasks, including but not limited to report preparation, and record and release of the proposed easement. Staff time and resources for such administrative tasks will be included within the Development Services Department and City Manager’s Office budgets.

During the eight-year term of the Agreement, SDG&E will own, maintain, and operate the EV charging stations equipment installed at the Woodward Parking Lot of Grape Day Park. Thus, there will be no cost to the City for the design, installation, and operation of EV charging station equipment and infrastructure.

The City will have the option to purchase the EV charging station equipment from SDG&E at fair market value, subject to regulatory approval, at the end of the Agreement term.

PREVIOUS ACTION

The City Council previously adopted Resolution No. 2021-52 on April 7, 2021, authorizing the Mayor to execute, on behalf of the City, a Power Your Drive for Parks Public EV Charging Program Participation Agreement and related easement with SDG&E for the installation of ten electric vehicle (“EV”) charging



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stations at the Woodward Parking Lot of Grape Day Park, and approved SDG&E’s Plot Plan (City Case No. 21-0039) for the design of the EV charging stations.

BACKGROUND

In an effort to reduce greenhouse gas emissions, SDG&E adopted its Power Your Drive for City and County Parks EV Charging Infrastructure Program (“Program”) to maximize the use of renewable energy to charge electric vehicles at highly trafficked community facilities in the region. The Program is the latest in a series of initiatives undertaken by SDG&E to expand EV charging to make it easier for more people to switch to zero-emission transportation, which is key to reducing greenhouse gas emissions and air pollution. The Program is intended to move San Diego County toward supplying 10% of Governor Jerry Brown’s goal for 1.5 million zero-emission vehicles in California by 2025.

Grape Day Park, and the associated Woodward Parking Lot, was identified as a preferred location for installation of ten EV charging stations due to its proximity to existing SDG&E underground infrastructure, surrounding uses, and downtown amenities. A Plot Plan for the installation of the proposed EV charging station equipment was approved in 2021 to install two types of EV chargers to include eight level 2 (208-240 volt) chargers, which can provide up to 10-20 miles of range per hour of charging; and two DC fast chargers (480 volt), which can provide about 20-30 miles for every 15 minutes of charging. The EV chargers would be located towards the east side of Stone Pool within the parking lot west of the Boys and Girls Club. However, due to conflicts with the proposed Grape Day Park Master Plan and redevelopment of the James Stone pool facility, a new location has been identified for the proposed EV chargers to located them on the west side of the pool. A new Plot Plan application (City Case No. PL22-0323) was submitted for nine level 2 EV charging stations capable of charging 14 vehicles (5 dual charger and 4 single charger units). The two DC fast chargers have been eliminated from the new proposal.

During the eight-year Agreement term, SDG&E will own, maintain, and operate the nine EV charging stations installed at the Woodward Parking Lot of Grape Day Park. Thus, there will be no cost to the City for the design, installation, and operation of electric vehicle charging station infrastructure. The City will have the option to purchase the EV charging station equipment from SDG&E at fair market value, subject to regulatory approval, at the end of the Agreement term. At the end of the eight-year Agreement term, the Easement may be abandoned and encumbrance on the property’s title may be released

City residents and customers that utilize the EV charging stations installed at the at the Woodward Parking Lot will pay SDG&E at time-of-use rates. A third-party vendor selected solely by SDG&E will provide related charging and billing services.

Staff previously requested that SDG&E include an insurance provision in the Agreement. Pursuant to the insurance provision proposed by staff, SDG&E would have been required to procure and maintain insurance against claims for injuries to persons or damages to property that may arise from or in connection with the Agreement. In lieu of adding the proposed insurance provision, SDG&E provided



CITY of ESCONDIDO

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evidence of its self-insurance. SDG&E further indicated that, throughout the term of the Agreement, it will be responsible for maintaining, operating, and repairing the nine EV charging stations in a manner similar to any of its other facilities existing on private property or within the public right of way (e.g. pole, transformer, switch cabinet, manhole, handhole). SDG&E's obligations to maintain, operate, and repair the nine EV charging stations shall be in accordance with SDG&E's obligations as a utility provider regulated by the Public Utilities Commission.

Similarly, staff proposed to include an indemnification provision within the Agreement. The proposed indemnification provision would have required SDG&E to indemnify, defend, and hold harmless the City (including its officials, officers, agents, employees, and volunteers) from and against any and all claims, suits, liabilities, or injuries arising from the Agreement, except where caused by the sole negligence or willful misconduct of the CITY. SDG&E declined to incorporate the proposed indemnification provision into the Agreement.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act ("CEQA") Guidelines list classes of projects that have been determined to not have a significant effect on the environment and as a result are exempt from review under CEQA. The Project site is located within a developed urban area of the City and developed as a municipal parking lot. The proposed project qualifies for a categorical exemption from CEQA pursuant to CEQA Guidelines section 15303, as a new construction of a small structure. The CEQA Notice of Exemption is attached to the draft Resolution No. 2022-119 as Exhibit "B" and incorporated herein by this reference. The Notice of Exemption demonstrates that the Project qualifies for the exemption and does not have a significant effect on the environment.

RESOLUTIONS

- a. Resolution No. 2022-119 with Exhibits "A" through "F"

RESOLUTION NO. 2022-119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PARTICIPATION AGREEMENT AND EASEMENT WITH SDG&E, AND APPROVING A PLOT PLAN FOR ELECTRIC VEHICLE CHARGING STATIONS IN GRAPE DAY PARK/WOODWARD PARKING LOT

WHEREAS, the City of Escondido ("City") is the owner of certain real property located at 251 Woodward Avenue (APN 229-352-12-00); and

WHEREAS, San Diego Gas & Electric ("SDG&E") has adopted a new program to install electric vehicle ("EV") charging infrastructure at City parks; and

WHEREAS, there will be no cost to the City for the design, installation and operation of EV charging infrastructure for a period of eight years; and

WHEREAS, the City desires to enter into a Participation Agreement with SDG&E for an eight-year term; and

WHEREAS, the City will have an option to purchase the EV charging infrastructure at fair market value at the conclusion of the eight-year Participation Agreement, subject to regulatory approval; and

WHEREAS, it is necessary to grant an easement to SDG&E for the purpose of constructing and maintenance of the EV charging infrastructure; and

WHEREAS, SDG&E ("Applicant") filed a land use development application (Planning Case No. PL 22-0323) ("Application"), consisting of a Plot Plan for the installation and operation of EV charging stations and infrastructure within the Woodland Parking Lot; and

WHEREAS, the City Council has reviewed the request for the Plot Plan, set forth in Exhibit "A" to this resolution and incorporated by this reference, and has reviewed and considered the Categorical Exemption prepared for the Project, set forth in Exhibit "B" which is attached to this resolution and incorporated by this reference, and has determined the Project would not have any significant impacts to the environment; and

WHEREAS, this City Council desires at this time and deems it to be in the public interest to approve a Participation Agreement, Easement, and Plot Plan for the purpose of installing and operating EV charging infrastructure at Grape Day Park/Woodward Parking Lot, as reflected in the staff report(s), and on plans and documents on file in the offices of the City Clerk and Planning Division;

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 Findings of Fact related to the Plot Plan application, attached as Exhibit "C" to this resolution and incorporated herein by this reference as though fully set forth herein, are hereby made by the City Council, and represent the City Council's careful consideration of the record. The findings of the City Council contained in Exhibit "C" shall be the final and determinative Findings of Fact on this matter.
3. That upon consideration of the Findings, all material in the August 17, 2022, staff report (a copy of which is on file in the Office of the City Clerk), public testimony presented at the meeting, and all other oral and written evidence on this project, the City Council approves the Plot Plan as reflected on plans and documents on file in the offices of the City Clerk and Planning Division, and subject to Conditions of Approval set forth in Exhibit "D" to this resolution and incorporated by this reference.

4. That the Mayor is authorized to execute, on behalf of the City, the Participation Agreement and Easement with SDG&E for construction and maintenance of EV charging infrastructure at Grape Day Park/Woodward Parking Lot. Copies of the Participation Agreement and Easement are attached hereto as Exhibits "E" and "F," respectively, and are incorporated by this reference.

5. That the City Manager or designee is authorized to manage all related agreement and easement documentation.

Item 7.

83210082 - GRAPE DAY PARK

321 N. BROADWAY, ESCONDIDO, CA 92025



VICINITY MAP
 NO SCALE TB# 1129-H2

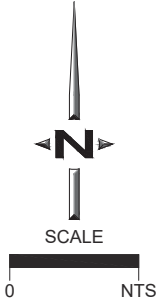


STRUCTURE COORDINATES

[LOC 1] H111200: N 33.124997', W -117.085722'
 [LOC 3] D238442: N 33.124787', W -117.086296'

NOTES

- ✓ EV CHARGING STATION DESIGN BASED ON (14) 6.24KW 208V L2 CHARGING UNITS (FIVE L2 DUAL & FOUR SINGLE CHARGERS).
 SCOPE OF WORK: INSTALL ONE TRANSFORMER, ONE METER AND 9 ELECTRIC CHARGING STATIONS.
 MODELS CHARGEPOINT CT4021 (208V)
 CONNECTORS: SAE J1772 (L2)
 L2: (9) STANDARD: (FIVE DUAL & FOUR SINGLE) 97.36KW 208V CHARGEPOINT.
- ✓ CAUTION: ELECTRIC STAND-BY LINEMAN REQUIRED FOR ALL WORK AROUND ENERGIZED FACILITIES.
- ✓ ALL QUESTIONS RELATED TO SERVICE TRENCH SHOULD BE DIRECTED TO THE APPROPRIATE FIELD CONSTRUCTION ADVISER.
- ✓ ALL EQUIPMENT ON PRIVATE PROPERTY WILL REQUIRE AN EASEMENT
- ✓ CREW NOTE: CREW TO UTILIZE OLDCASTLE PRECAST L2 CHARGER FOUNDATION (STOCK CODE #125720), IF NO OLDCASTLE FOUNDATION IN STOCK, CREWS TO POUR IN PLACE WITH SDG&E APPROVED CONCRETE MIX PER EV STD. 8.10
- ✓ CONTRACTOR IS TO INSTALL CHARGING STATIONS PER LATEST SDGE STANDARDS AS WELL AS THE CURRENT LOCAL, CITY, AND NATIONAL CODES AND ORDINANCES THAT APPLY
- ✓ ACCEPTABLE MIX DESIGNS MAY INCLUDE SUPERIOR READY MIX (LAKESIDE, EL CENTRO, OCEANSIDE, ESCONDIDO, SAN DIEGO PLANT):
 - MIX NUMBER 27P, 4000 PSI CONCRETE
 - MIX NUMBER 2725P, 4000 PSI CONCRETE
 - MIX NUMBER 37P-45, 4500 PSI CONCRETE
 - MIX NUMBER 437P, 4500 PSI CONCRETE
 IF A DIFFERENT MIX DESIGN IS PROPOSED FOR USE, SUBMIT TO SDG&E FOR REVIEW
- ✓ SURVEY NOTES:
 THE FOLLOWING NOTES ARE PROVIDED TO GIVE DIRECTION TO THE CONTRACTOR BY THE ENGINEER OF WORK. THE CITY ENGINEER'S SIGNATURE ON THESE PLANS DOES NOT CONSTITUTE APPROVAL OF ANY OF THESE NOTES AND THE CITY WILL NOT BE RESPONSIBLE FOR THEIR ENFORCEMENT.
 1. IN THE EVENT A CORNER MONUMENT IS PLANNED ON BEING REMOVED AT ANY TIME DURING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY SDGE LAND SURVEY DEPARTMENT AT LEAST 7 DAYS AHEAD OF TIME TO ENSURE COMPLIANCE WITH CALIFORNIA BUSINESS AND PROFESSIONS CODE.
 2. IN THE EVENT A CORNER MONUMENT IS REMOVED DUE TO AN IMMEDIATE EMERGENCY, THE CONTRACTOR SHALL NOTIFY SDGE LAND SURVEY DEPARTMENT WITHIN 24 HOURS AFTER THE EMERGENCY CONSTRUCTION ACTION IS FINISHED IN ORDER TO ENSURE THE MONUMENT IS REPLACED IN COMPLIANCE WITH CALIFORNIA BUSINESS AND PROFESSIONS CODE.

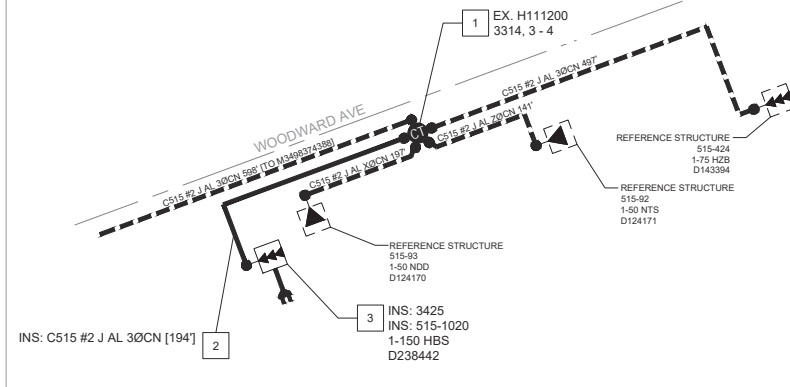


SHEET INDEX

- SHEET 1: COVER PAGE AND ONE LINE
- SHEET 2: SKETCH
- SHEET 3: SKETCH
- SHEET 4: PARK DIRECTIONAL SIGNAGE
- SHEET 5: ELECTRICAL SINGLE LINE DIAGRAM
- SHEET 6: PEDESTAL SCHEDULE & ELECTRICAL CALCULATIONS
- SHEET 7: L2 CHARGER AND METER DETAIL

ONE LINE DIAGRAM

NO SCALE
 CIRCUIT 615
 IUG 615 00007
 EAM 15952-120320
 PROJECT ADDRESS: 321 N. BROADWAY, ESCONDIDO, CA 92025



APPLICANT APPROVAL

APPROVAL OF THE SYSTEM DESIGN AS IT APPEARS ON THIS PRELIMINARY DRAWING(S).
 A. Certifies that the location of facilities to be owned and operated by SDG&E are acceptable and are not in conflict with Applicant's planned improvement.
 B. Authorizes SDG&E to proceed with the preparation of final design(s), drawing(s), and/or cost(s).
 Any further costs incurred by SDG&E in the processing of this project will be at the Applicant's expense if:

1. There are changes to the system caused by the Applicant or the Applicant's authorized representative.
2. There is a deviation from the gas/electric load information specified on the Approved Load Study which will necessitate design and/or construction changes.
3. The project is cancelled after contract negotiations have been completed by Applicant and Utility.

APPLICANT APPROVAL - Please Print or Type	TITLE
APPLICANT SIGNATURE	DATE



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 1-800-227-2600

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ASPLUNDH CONSTRUCTION, LLC. MARTIN PAUL (714) 737-7388

ASPLUNDH
PLANNING

PROJECT NOTIFICATION # 300000437525
 JOB NOTIFICATION # 300000463765
 DESIGNED BY RUBEN RUIZ

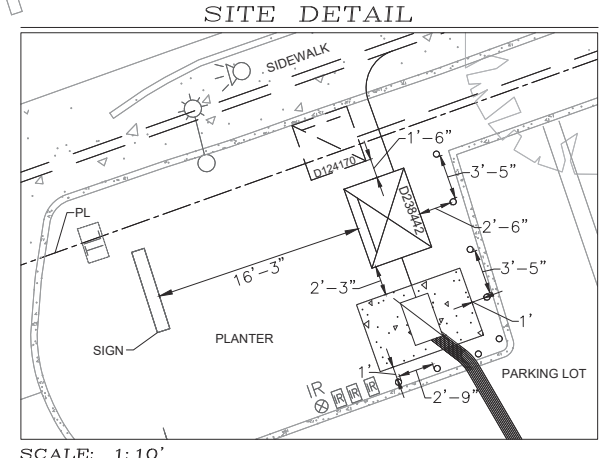
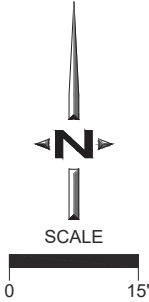
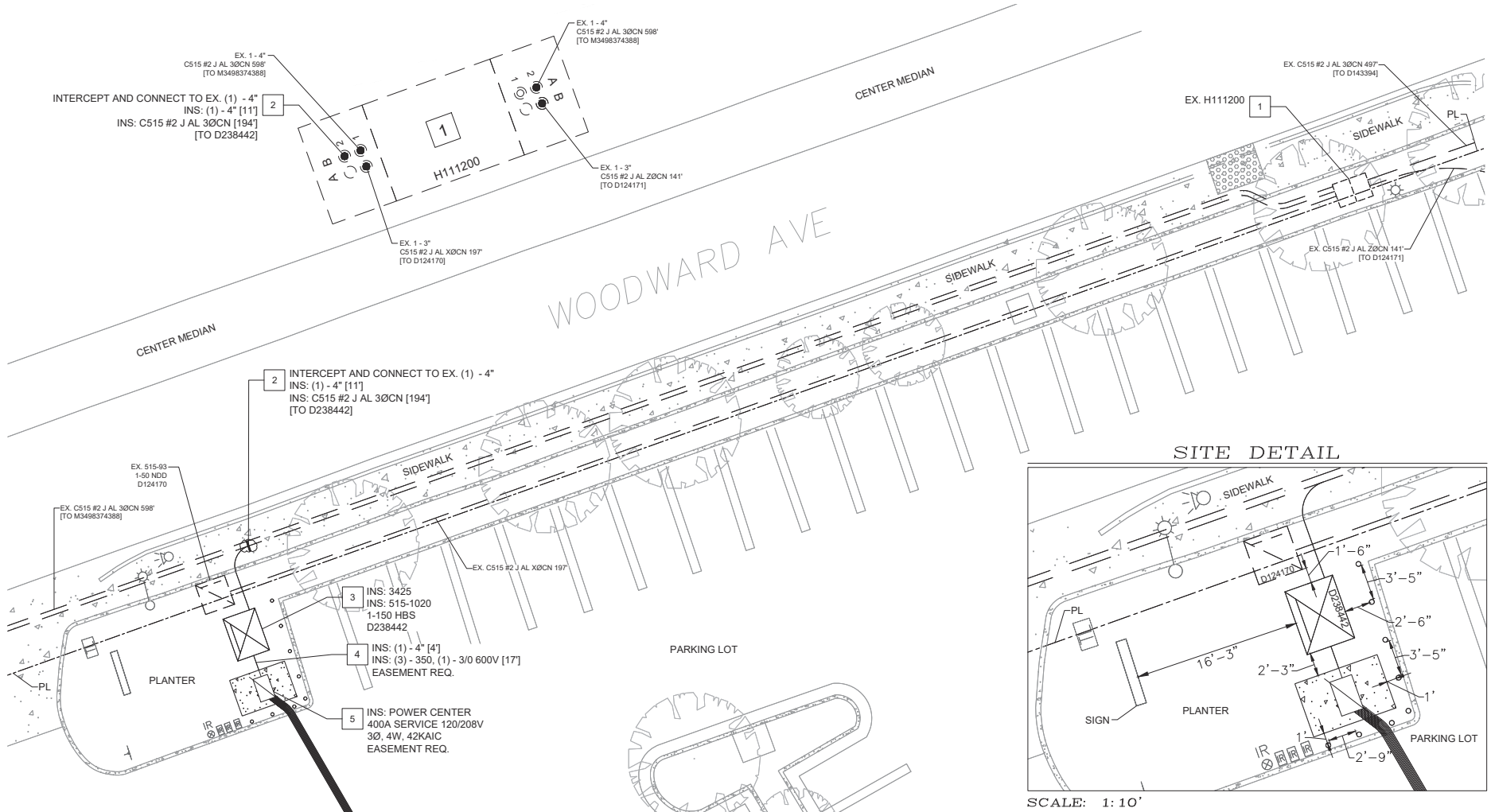
CONTACT PHONE: (619) 432-9760
 CONTACT NAME: SCOTT THOMPSON

REV/SUP DATE: 0 5/19/2022
 PAGE 1 OF 7

Item 7.

83210082 - GRAPE DAY PARK

321 N. BROADWAY, ESCONDIDO, CA 92025



MATCHLINE "A" - SEE SHEET 3

NOTES

- CAUTION: ELECTRIC STAND BY LINEMAN REQUIRED FOR ALL WORK AROUND ENERGIZED FACILITIES.
- ALL QUESTIONS RELATED TO SERVICE TRENCH SHOULD BE DIRECTED TO THE APPROPRIATE FIELD CONSTRUCTION ADVISER.

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ASPLUNDH
 PLANNING

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SDGE
 San Diego Gas & Electric
 CONTACT PHONE (619) 432-9760

CONTACT NAME SCOTT THOMPSON

DATE 5/19/2022
 PAGE 2 OF 7



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Item 7.

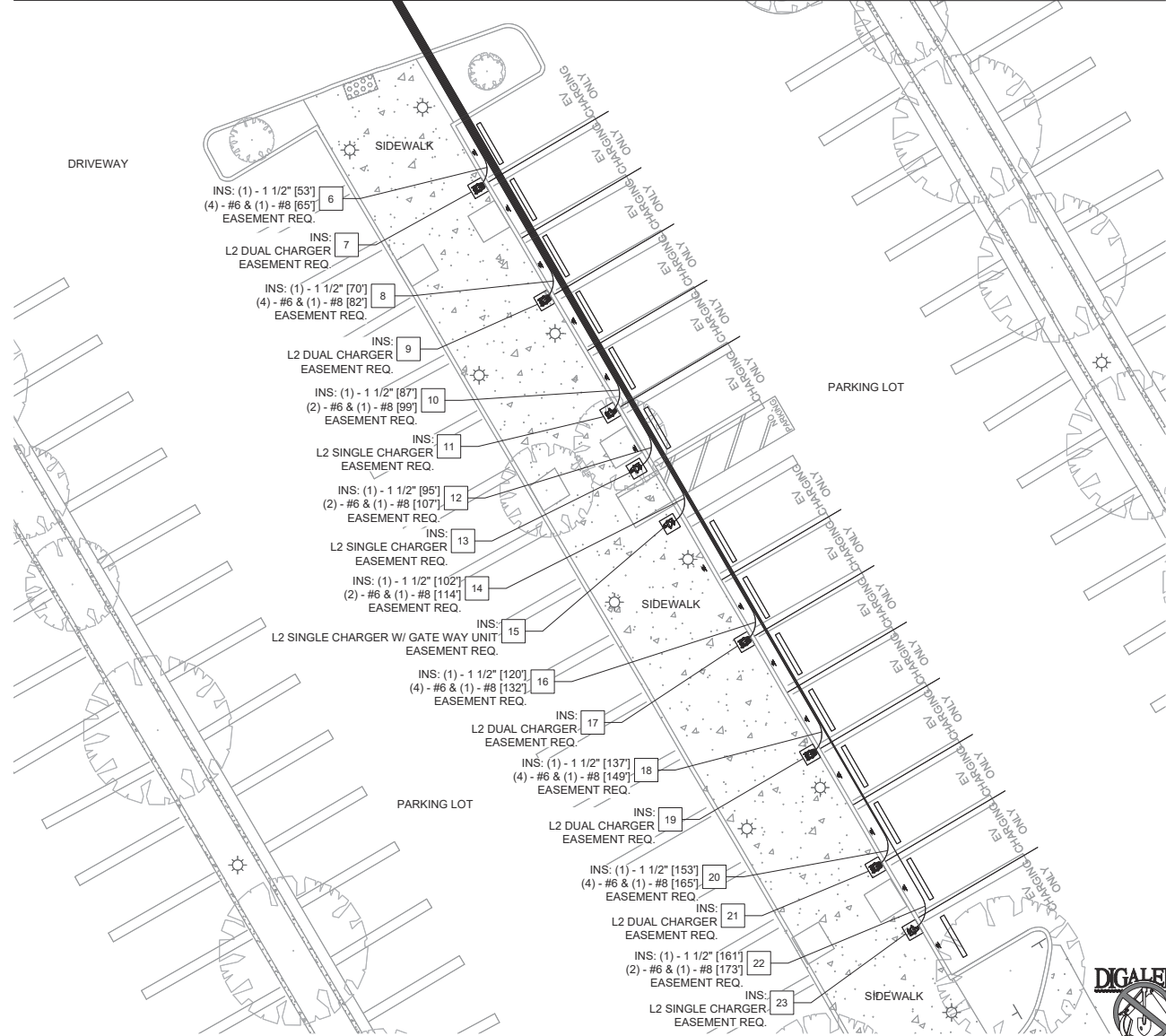
83210082 - GRAPE DAY PARK

321 N. BROADWAY, ESCONDIDO, CA 92025

MATCHLINE "A" - SEE SHEET 2



VICINITY MAP
 NO SCALE TB# 1129-H2



NOTES

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ASPLUNDH PLANNING	PROJECT NOTIFICATION #	300000437525
	JOB NOTIFICATION #	300000463765
DESIGNED BY	RUBEN RUIZ	
CONTACT PHONE	(619) 432-9760	
CONTACT NAME	SCOTT THOMPSON	
REV/SUPP DATE	0	5/19/2022
PAGE	3 OF 7	

Item 7.

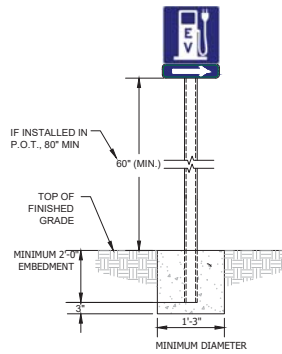
83210082 - GRAPE DAY PARK

321 N. BROADWAY, ESCONDIDO, CA 92025
 PARK DIRECTIONAL SIGNAGE

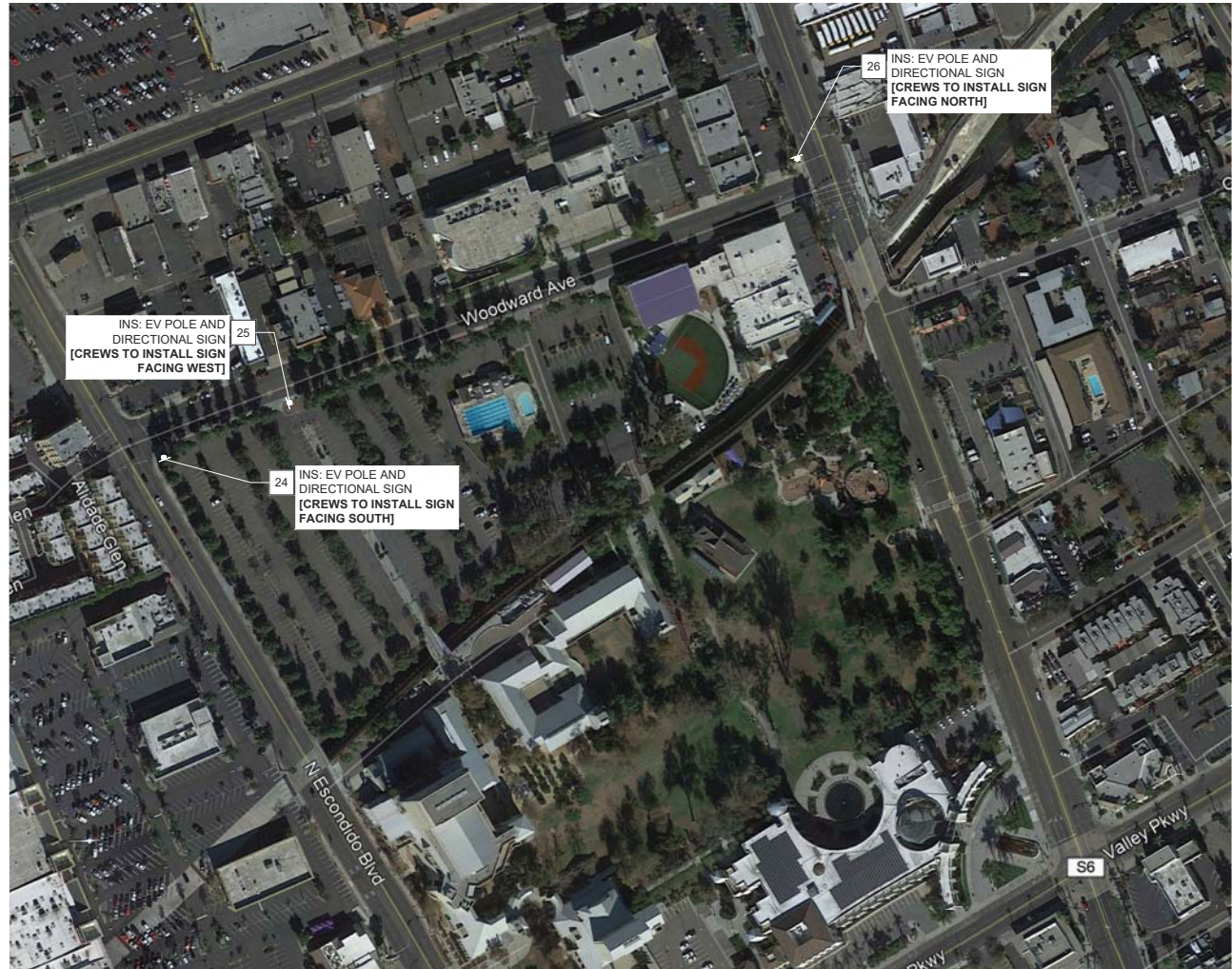
PARK DIRECTIONAL SIGN



PARK DIRECTIONAL SIGNAGE PLACEMENT



CONSTRUCTION NOTE: CREWS ARE TO REFERENCE COVER SHEET AND EV-10.10 FOR APPROVED CONCRETE MIXES FOR ALL FIELD-POURED SIGN FOUNDATIONS.



NOTES

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DESIGNED BY	RUBEN RUIZ	PROJECT NOTIFICATION #	300000437525
JOB NOTIFICATION #	300000463765	CONTACT NAME	SCOTT THOMPSON
CONTACT PHONE	(619) 432-9760	PAGE	4 OF 7
DATE	5/19/2022	REV/SHP	0

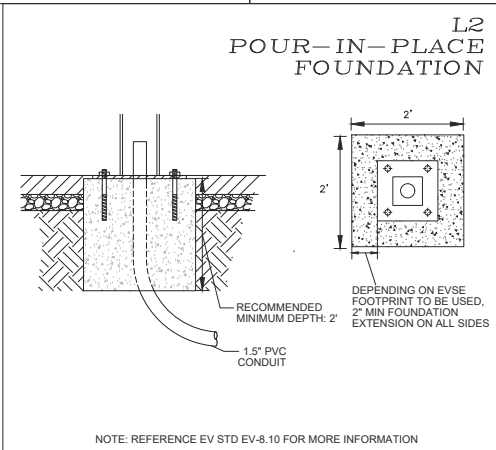
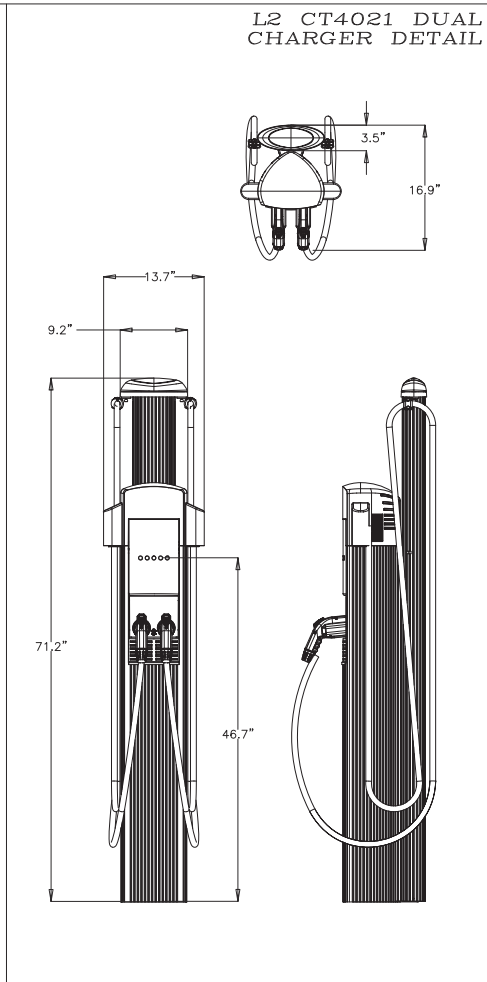
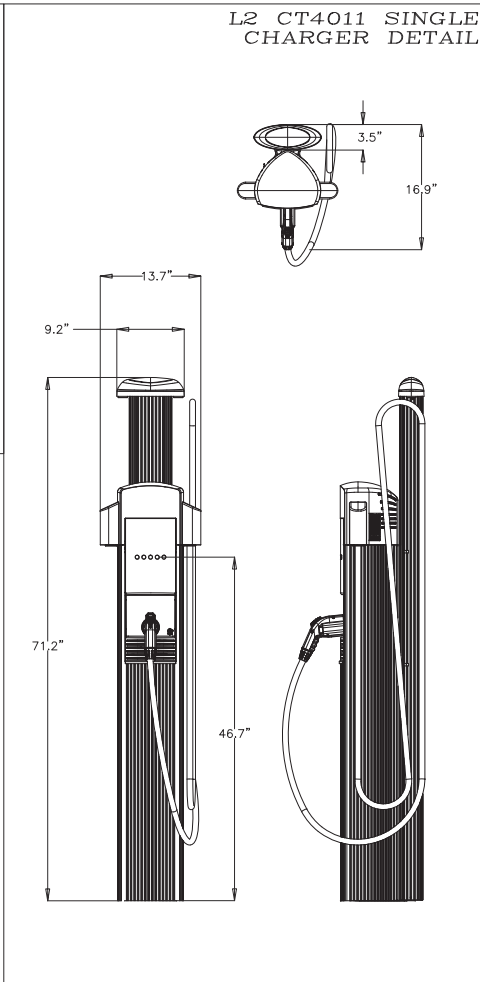
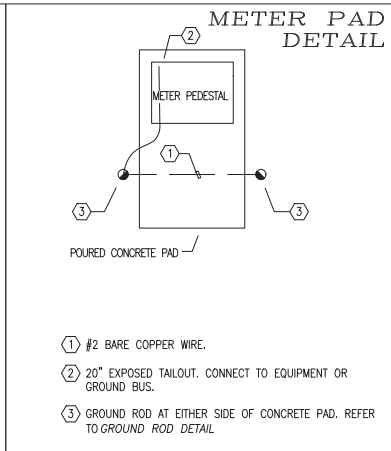
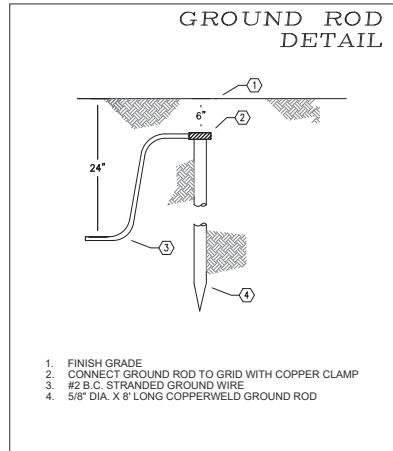


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Item 7.

83210082 - GRAPE DAY PARK

L2 CHARGER AND METER DETAIL



CONSTRUCTION NOTE: CREWS ARE TO REFERENCE COVER SHEET AND EV-8.10 FOR APPROVED CONCRETE MIXES FOR ALL FIELD-POURED CONCRETE FOUNDATIONS.

- POUR-IN-PLACE, SEE EV-8.10
- PRECAST FOUNDATION, SEE EV-8.11

NOTE: FOR CONSTRUCTION PURPOSES ONLY. FOR CHARGER SPECIFICATIONS, PLEASE REFERENCE PROVIDED CUTSHEETS

NOTES

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ASPLUNDH PLANNING

PROJECT NOTIFICATION # 300000437525
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 DESIGNED BY RUBEN RUIZ

SDGE San Diego Gas & Electric
 CONTACT PHONE (619) 432-9760

CONTACT NAME SCOTT THOMPSON

REV/SUP DATE 0 5/19/2022
 PAGE 7 OF 7



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

Notice of Exemption

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

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

Project Title/Case No.: PL22-0039 (SDG&E Electric Vehicle Charging Stations)

Project Location - Specific: On the south side of Woodward Avenue, between N. Broadway and N. Escondido Avenue, addressed at 251 Woodward Avenue (APN 229-352-12-00).

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

Description of Project: The project involves the installation of nine SDG&E Electric Vehicle (“EV”) charging stations and associated infrastructure within the City of Escondido Grape Day Park/Woodward Parking Lot. The chargers consist of Level 2 (208-240 volt) chargers (5 dual station and 4 single station). The EV charging stations are narrow vertical structures that are approximately five feet tall and serviced by underground infrastructure.

Name of Public Agency Approving Project: City of Escondido

Name of Person or Agency Carrying Out Project:

Name: Anthony Aguirre, San Diego Gas & Electric (Project Manager) Telephone: (619) 416-2311
Address: 8306 Century Park Court, CP 42F, San Diego, CA 92123

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

Exempt Status: The proposed project qualifies for a categorical exemption pursuant to CEQA Guidelines section 15303 for New Construction meeting all applicable conditions.

Reasons why project is exempt:

1. The project involves the installation and operation of a limited number of new, small equipment within an existing municipal parking lot. The site can be adequately served by all required utilities and public services.
2. The project is not located in the vicinity of any designated or eligible state scenic highway; there are no on-site hazardous waste sites associated with the project site listed under Government Code section 65962.5; and there are no historic resources located within the project development area or that would be affected by the proposed project. All resource topics associated with the project have been analyzed and were found to pose no significant impact. Therefore, the project would not make a cumulatively considerable contribution to a significant cumulative impact.
3. For the foregoing reasons, the project is categorically exempt pursuant to CEQA Guidelines section 15303, for new construction and the project would not have the potential to cause an adverse impact on the environment from any unusual circumstances. Therefore, the activity is not subject to further CEQA review.

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

Signature: _____ Date _____
Jay Paul, Senior Planner

Signed by Lead Agency Date received for filing at OPR: _____

PL 22-0323
FINDINGS OF FACT

Environmental Determination:

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 is the Lead Agency for the project ("Project"), as the public agency with the principal responsibility for approving the Project.
2. All of the requirements of the California Environmental Quality Act have been met because it was found that the project will not have a significant effect on the environment as demonstrated in the Categorical Exemption in CEQA Guidelines section 15303, "New Construction," as follows:
 - a. The project involves the installation and operation of a limited number of new, small pieces of equipment (electric vehicle charging stations and associated infrastructure) within an existing municipal parking lot. The site can be adequately served by all required utilities and public services.
 - b. The project is not located in the vicinity of any designated or eligible state scenic highway; there are no on-site hazardous waste sites associated with the project site listed under Government Code section 65962.5; and there are no historic resources located within the project area or would be affected by the proposed project. All resource topics associated with the project have been analyzed and were found to pose no significant impact. Therefore, the project would not make a cumulatively considerable contribution to a significant cumulative impact.

Plot Plan:

1. The project site is located within the Park View District of the Downtown Specific Plan (SPA 9). Accessory structures such as Electric Vehicle Charging Stations and related infrastructure are permitted uses within the Park View District.
2. The Plot Plan is granted subject to such conditions as deemed necessary to meet the standards of the use and zone in which it is located and to comply with applicable design standards. The Plot Plan also is granted subject to such additional conditions as deemed necessary and desirable to preserve the public health, safety and general welfare.

PL22-0323

CONDITIONS OF APPROVAL

This Project is conditionally approved as set forth on the application received by the City of Escondido on June 14, 2022, and the Project drawings consisting of Site Plans and drawings, all designated as approved on August 17, 2022, and shall not be altered without express authorization by the Community Development Department.

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

A. General:

1. **Acceptance of Permit.** If the Applicant fails to 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.** This Permit shall automatically expire after one year from the date of this approval, or the expiration date of any extension granted in accordance with the Escondido Municipal Code and Zoning Code.

The Permit shall be deemed expired if a building permit has not been obtained or work has been discontinued in the reliance of that building permit. If no building permits are required, the City may require a noticed hearing to be scheduled before the authorized agency to determine if there has been demonstrated a good faith intent to proceed, pursuant to and in accordance with the provision of this Permit.

3. **Certification.** The Director of 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 use of the subject property shall be consistent with the Project Description and Details of Request, designated with the Approved Plan set.
- b. Nothing in this Permit shall authorize the Applicant to intensify the authorized activity beyond that which is specifically described in this Permit.
- c. Once a permit has been issued, the Applicant may request Permit modifications. "Minor" modifications may be granted if found by the Director of Development Services to be in substantial conformity with the Approved Plan set, including all exhibits and Permit conditions attached hereto. Modifications beyond the scope described in the Approved Plan set may require submittal of an amendment to the Permit and approval by the authorized agency.

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

6. Certificate of Occupancy.

- a. No change in the character of occupancy or change to a different group of occupancies as described by the Building Code shall be made without first obtaining a Certificate of Occupancy from the Building Official, as required, and any such change in occupancy must comply with all other applicable local and state laws.
- b. Prior to final occupancy, a Planning Final Inspection shall be completed to ensure that the property is in full compliance with the Permit terms and conditions. The findings of the inspection shall be documented on a form and content satisfactory to the Director of Development Services.

7. 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.

8. 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.

9. Clerk Recording.

a. **Exemption.** If the environmental determination prepared for the Project is a categorical exemption, the City of Escondido hereby notifies the Applicant that the County Clerk's Office requires a documentary handling fee of \$50 in order to file a Notice of Exemption. In order to file the Notice of Exemption with the County Clerk, in conformance with California Environmental Quality Act (CEQA) Guidelines section 15062, the Applicant should remit to the City of Escondido Planning Division, within two working days of the final approval of the Project (the final approval being the date of this letter) a certified check payable to the "County Clerk" in the amount of \$50. The filing of a Notice of Exemption and the posting with the County Clerk starts a 35-day statute of limitations period on legal challenges to the agency's decision that the Project is exempt from CEQA. Failure to submit the required fee within the specified time noted above will result in the Notice of Exemption not being filed with the County Clerk, and a 180-day statute of limitations period will apply.

10. 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.

11. Enforcement. If any of the terms, covenants, or conditions contained herein shall fail to occur or if they are, by their terms, to be implemented and maintained over time, the City of Escondido shall have the right to deny or withhold subsequent permit approvals or permit inspections that are derived from the application entitlements herein granted; issue stop work orders; pursue abatement orders, penalties, or other administrative remedies as set forth in state and local laws; or institute and prosecute litigation to compel compliance with such terms, covenants, or conditions or seek damages for their violation. The Applicant shall be notified in advance prior to any of the above actions being taken by the City and shall be given the opportunity to remedy any deficiencies identified by the City.

12. Indemnification, Hold Harmless, Duty to Defend.

a. The Applicant shall indemnify, hold harmless, and defend (with counsel reasonably acceptable to the City) the City, its Councilmembers, Planning Commissioners, boards, commissions, departments, officials, officers, agents, employees, and volunteers

(collectively, "Indemnified Parties") from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, at law or in equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with (i) any business, work, conduct, act, omission, or negligence of the Applicant or the owner of the Property (including the Applicant's or the owner of the Property's contractors, subcontractors, licensees, sublessees, invitees, agents, consultants, employees, or volunteers), or such activity of any other person that is permitted by the Applicant or owner of the Property, occurring in, on, about, or adjacent to the Property; (ii) any use of the Property, or any accident, injury, death, or damage to any person or property occurring in, on, or about the Property; or (iii) any default in the performance of any obligation of the Applicant or the owner of the Property to be performed pursuant to any condition of approval for the Project or agreement related to the Project, or any such claim, action, or proceeding brought thereon. Provided, however, that the Applicant shall have no obligation to indemnify, hold harmless, or defend the City as to any Claims that arise from the sole negligence or willful misconduct of the City. In the event any such Claims are brought against the City, the Applicant, upon receiving notice from the City, shall defend the same at its sole expense by counsel reasonably acceptable to the City and shall indemnify the City for any and all administrative and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney's fees (including the full reimbursement of any such fees incurred by the City's outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City).

- b.** The Applicant further and separately agrees to and shall indemnify, hold harmless, and defend the City (including all Indemnified Parties) from and against any and all Claims brought by any third party to challenge the Project or its approval by the City, including but not limited to any Claims related to the Project's environmental determinations or environmental review documents, or any other action taken by the City regarding environmental clearance for the Project or any of the Project approvals. Such indemnification shall include the Applicant's payment for any and all administrative and litigation costs and expenses incurred by the City in defending against any such Claims, including payment for all administrative and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney's fees (including the full reimbursement of any such fees incurred by the City's outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City and the Project).
- c.** The City, in its sole discretion and upon providing notice to the Applicant, may require the Applicant to deposit with the City an amount estimated to cover costs, expenses, and fees (including attorney's fees) required to be paid by the Applicant in relation to any Claims referenced herein, which shall be placed into a deposit account from which the City may draw as such costs, expenses, and fees are incurred. Within 14 days after receiving written notice from the City, the Applicant shall replenish the deposit account in the amount the City

determines is necessary in the context of the further defense of such Claims. To the extent such deposit is required by the City, the amount of such deposit and related terms and obligations shall be expressed in a written Deposit Account Agreement, subject to the City Attorney's approval as to form. The City, in its sole and reasonable discretion, shall determine the amount of any initial deposits or subsequent deposits of funds, and the Applicant may provide documentation or information for the City to consider in making its determinations. Nothing within this subsection shall be construed as to relieve the Applicant's obligations to indemnify, hold harmless, or defend the City as otherwise stated herein.

B. Construction, Maintenance, and Operation Obligations:

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

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

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

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

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

4. **Noise.** All Project generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08).
5. **Lighting.** All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting Ordinance) of the Escondido Zoning Code.
6. **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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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.

C. Specific Planning Division Conditions:

1. Any new above-ground transformer/electrical boxes shall be painted a dark flat green and this note shall be included on the building plans.
2. Any landscaping or irrigation removed or damaged shall be replaced/repaired.
3. The applicant shall submit an encroachment permit with the Engineering Services Division/Field Engineering.
4. Include note on the plans to that all water service and fire hydrant services, cut or damaged during construction, shall be replaced from the water main to the meter/fire hydrant, per City of Escondido Standard Drawing W-1-E, W-2-E and/or W-3-E.
5. The location of the improvements depicted in the plans and easement attached to Resolution No. 2022-119 as Exhibits "A" and "F," respectively, are approximate. Changes to the location may be permitted without a modification to the Plot Plan, subject to approval of the Director of Development Services, as long as the location remains in the Woodward parking lot. In the event that the location does change, a new easement shall be recorded against the property in a form that substantially conforms to Exhibit "F," subject to approval of the City Attorney.

D. Specific Building Division Conditions:

Building plans must be submitted for this project. These comments are preliminary only. A comprehensive plan check will be completed prior to permit issuance and additional technical code requirements may be identified and changes to the originally submitted plans may be required.

1. The applicant shall submit a complete set of construction plans to the Development Services Department for building permit plan check processing. Submitted plans must show compliance with the latest adopted editions of the California Building Code (The International Building Code with California Amendments, the California Mechanical, Electrical and Plumbing Codes).
2. The final certified plans shall clarify/show the number and type of accessible EVCS per Section 11B-228.3.2. Provide plans and details to show the accessible EVCS to comply with Sections 11B-812.1 to 11B-812.10.4 of the California Building Code.

SDG&E Power Your Drive for Parks Public EV Charging Program Participation Agreement



This CUSTOMER PARTICIPATION AGREEMENT (“Agreement”) is by and between SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation (“SDG&E”) and City of Escondido (“Program Participant”). SDG&E and Program Participant are referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. In support of California’s goal to reach 1.5 million zero-emission vehicles by 2025 and infrastructure to support more than 5 million zero-emission vehicles by 2030, Program Participant will permit, and SDG&E will own, install, operate and maintain electric vehicle charging stations at qualifying and selected Park & Beaches as part of SDG&E’s Power Your Drive for Parks Public EV Charging Program (“Program”) and as approved by the California Public Utilities Commission (CPUC).
- B. In general, the Program provides: no cost design, installation and operation of SDG&E infrastructure and EV Charging Equipment at no cost to Program Participant for a period of eight (8) years. SDG&E agrees to facilitate billing to EV Drivers using EVSPs as more fully described in Section 1.1 below.
- C. Pursuant to AB1083, Program Participant and SDG&E are entering into this Agreement for participation in the Program; and for installation and operation of public EV charging infrastructure at Grape Day Park, 321 N. Broadway, Escondido, CA 92025 (“Facility”).

AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1.0 GENERAL PROGRAM PARTICIPATION REQUIREMENTS:

To participate in the Program, Program Participant agrees to comply with the following requirements:

- 1.1 Have dedicated parking for the electric vehicles;
- 1.2 Execute and deliver an SDG&E approved easement which shall be recorded in the office of the County Recorder for the County of San Diego.
- 1.3 Cooperate with SDG&E to ensure the Facility meets applicable accessibility requirements of the Americans with Disabilities Act (ADA);
- 1.4 Notify SDG&E in cases of vandalism, damaged or non-functioning equipment. Program Participant is not obligated to perform any inspection or maintenance of installed EVSE;
- 1.5 Submit Owner Authorized Agent (OAA) Form. OAA approves SDG&E to act as Program Participant’s agent as it relates to obtaining any required permits for the installation of the EV infrastructure (**Exhibit A**) and;
- 1.6 Support data collection efforts as part of this Program.

2.0 DEFINITIONS

ADA: Americans with Disabilities Act.

Disadvantaged Community: Communities identified by census tract as being in the top quartile within SDG&E service territory as scored by the CalEPA EnviroScreen tool and as approved per SDG&E Advice Letter 2876-E, Submittal of Definition of Disadvantaged Communities for Electric Vehicle-Grid Integration (VGI) Pilot Program Pursuant to Commission Decision 16-01-045.

Easement: A real property instrument hereto grant right of way for SDG&E to construct, maintain, operate and repair any SDG&E owned infrastructure.

Effective Date: The date that this Agreement is dually signed and executed.

EV: Electric Vehicle.

EV Driver: An EV operator who parks at and uses the EVSE at the Facility.

EVSE: Electric Vehicle Supply Equipment. All equipment needed to charge an EV including the EV charging station, switches, fuses, meters and other associated equipment.

EVSP: Electric Vehicle Service Provider. The third party selected by SDG&E to providing charging and billing services to EV Drivers.

Facility: The premises, where the EV infrastructure will be located.

Grantor: The fee simple owner of the real property where the Facility is to be located pursuant to the Easement.

Implementers: SDG&E, its contractors, vendors, representatives, or other persons or entities responsible for implementing the Program on behalf of SDG&E.

Intellectual Property Rights: All trade secrets, patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trade marks), services marks, trade names, internet domain names, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in inventions (whether patentable or not) including, but not limited to, any and all renewals or extensions thereof, and all other proprietary rights (whether registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world, including, but not limited to, any and all renewals or extensions thereof.

In Service Date: The date that Project is energized and project commissioning complete.

Job or Project: The installation of the approved EVSE at the Facility identified above.

Power Your Fleet for Parks Public EV Charging Program (or Program): All facets of the Power Your Fleet for Parks Public EV Charging Program.

Program Participant: The SDG&E Customer that enters into this Agreement.

Rate: The billing rate for use of charging at a Facility.

Removal Cost: EVSE removal costs which are the sum of (a) SDG&E's full cost and expense to remove the EVSE, (b) an amount equal to the portion of the undepreciated cost of the EVSE remaining at the time of removal, (c) the portion of the undepreciated amount of the installation costs remaining at the time of removal.

SDG&E: San Diego Gas & Electric Company.

3.0 RIGHT TO ACCESS

3.1 Design and Installation: Program Participant shall provide SDG&E and its Implementers access to the project location for purposes of design and installation of the EVSE. SDG&E and its Implementers shall make reasonable accommodations to minimize all impacts to Program Participant operations

3.2 Operation of Facility: Program Participant shall provide SDG&E and its Implementers reasonable access to the Facility at all times.

4.0 EASEMENT REQUIREMENTS

Program Participant executes and shall deliver the Easement within 120 days of presentation by SDG&E. If Easement is not approved by SDG&E, Program Participant forfeits Program eligibility.

5.0 INSTALLATION OF EQUIPMENT

SDG&E and its Implementers will design and construct the infrastructure in compliance with the terms of this Agreement, as well as all applicable local, state and federal laws and regulatory requirements. Design layout is coordinated at the site walk, where both SDG&E and Program Participant provide input. Final design will be emailed to Program Participant for approval.

Program Participant shall have nine (9) EV Charging Stations; nine (9) Level 2 and zero (0) DC Fast Chargers.

6.0 AMERICANS WITH DISABILITES ACT (ADA) REQUIREMENTS

Program Participant acknowledges that electric vehicle charging infrastructure is required to comply with ADA, if applicable, and California Building Standards, which may impact parking layouts and design.

7.0 ELECTRIC VEHICLE SERVICE PROVIDER (EVSP)

7.1 EVSP: SDG&E shall select an EVSP to provide charging and payment services to EV Drivers.

7.2 Additional EVSP Services: Separate and apart from this Agreement, the EVSP may offer and provide any additional or complementary services, as long as these services do not directly interfere with the objectives of the Program. Specifically, such services may not include activities, agreements, arrangements, policies or procedures that inhibit the ability of the EV Drivers to respond to the pricing signal of the EV Rate. The costs of any additional EVSP services will be borne by Program Participant.

8.0 RELOCATIONS

8.1 Removal: Except as otherwise provided herein or in the Easement, at any time during the Term of this Agreement, should Program Participant require removal of the EVSE or parts thereof, other than those specifically contemplated herein, Program Participant shall bear full Removal Cost of all infrastructure installed pursuant to this Agreement, including utility owned infrastructure.

Program Participant requesting removals shall be responsible for costs as identified in the Removal Cost Schedule:

Removal Cost Schedule	
Year	Program Participant Percentage Responsibility
1	88%
2	75%
3	63%
4	50%
5	38%

6	25%
7	13%
8	0%

8.2 Relocations: Except as otherwise provided herein or in the Easement, at any time during the course of this Agreement or the duration of the Easement, whichever is longer, should Program Participant require relocation of the infrastructure installed pursuant to this Agreement including Utility owned infrastructure or parts thereof, such relocation shall be by mutual agreement of the Parties. Should SDG&E approve relocation of such infrastructure, such relocation shall be at sole expense of Program Participant regardless of whether Utility owned or Program Participant owned, and in accordance with any Program requirements, laws, regulations, or other applicable jurisdictional requirements in effect at the time of relocation. Additionally, at SDG&E's discretion, upon a relocation, Program Participant shall either amend the Easement to include the legal description of the new location or enter into a new Easement with SDG&E.

9.0 RATE

EV Drivers will be charged the EV-TOU Rate, and the EVSP will manage the EV Driver's payment.

10.0 DATA COLLECTION & USE

Program Participant shall support the data collection requirements of the Program. Data collection requirements will conform with the requirements of the CPUC. Program Participant consents to the use and disclosure, by SDG&E, its agents and representatives of data gathered as part of the Program for use in regulatory reporting, industry forums, case studies or other similar activities.

11.0 CONTACT INFORMATION

Facility contact persons for Program Participant shall be as follows:

11.1 Designated Program Participant Contact Person for Operations

Primary - Name: _____
 Job Title: _____
 Agency: _____
 Address: _____
 Email: _____
 Phone: _____

Back-up - Name: _____
 Job Title: _____
 Agency: _____
 Address: _____
 Email: _____
 Phone: _____

11.2 Designated SDG&E Contact Person for Operations

Primary - Name: Joe Bielawski
 Job Title: Project Manager, Operations
 Agency: SDG&E
 Address: 8306 Century Park Court, CP 42F, San Diego, CA 92123

Email: Jbielaw1@sdge.com
Phone: (858) 276-9980

Back-up - Name: Anthony Aguirre
Job Title: Project Manager, Power Your Drive for Parks
Agency: SDG&E
Address: 8306 Century Park Court, CP 42F, San Diego, CA 92123
Email: Aaguirre@sdge.com
Phone: (619) 416-2311

12.0 COMPENSATION

Except as otherwise provided in this Agreement, under no conditions shall Program Participant receive compensation of any kind, either by cash, in-kind services, or otherwise, for any duties or requirements provided for in this Agreement or for participation in any way as part of the Program, including but not limited to:

- Easement;
- Use of data for lawful purposes;
- Loss of activity during construction or maintenance activities, or
- Any other inconvenience or loss, without limitation, related to participation.

13.0 CONFIDENTIALITY

During the term of this Agreement, Program Participant may be provided with information of a confidential nature (“Confidential Information”) by SDG&E or its Implementers.

13.1 Duty of Confidentiality. Throughout and after the duration of this Agreement, Program Participant shall hold all Confidential Information in strict confidence. Without SDG&E’s prior written approval, Program Participant shall not use, disclose, reproduce, distribute, or otherwise misappropriate any Confidential Information, nor shall Program Participant take any action that may cause, or fail to take any action necessary to prevent causing, any Confidential Information to lose its character as Confidential Information.

13.2 Return of Materials. Upon the termination or conclusion of this Agreement for any reason, or upon earlier request by SDG&E, its Implementers or other designated representatives, Program Participant shall promptly erase and destroy or otherwise return all Confidential Information and other documents or data that contain Confidential Information.

13.3 Customer Information. Program Participant acknowledges and agrees that all information Program Participant collects or obtains from SDG&E, its Implementers or other designated representatives with regard to EV Drivers, including but not limited to names, addresses, telephone numbers, account numbers, utility bill data, energy usage, demographics, financial data, or any other personal information (“Customer Information”), shall be deemed Confidential Information.

13.4. Data Security. Program Participant will establish and diligently maintain safeguards and security practices to protect against the destruction, loss, or disclosure of any Confidential Information in its custody or possession. If Program Participant discovers a breach of security, it shall immediately notify SDG&E (use Contact Information included in Section 11.2) and use its best efforts to mitigate the breach and prevent any disclosure or loss of Confidential Information.

Notwithstanding the foregoing, SDG&E understands that Program Participant is a public entity and subject to federal, state and local regulation governing public records, including the California Public Records Act. SDG&E understands and agrees that Program Participant shall comply with all such regulations, including the disclosure of Confidential Information, if legally required.

14.0 INTELLECTUAL PROPERTY

Nothing in this Agreement or the Parties' performance of it is intended to or shall be deemed to convey any Intellectual Property Rights to Program Participant. All Intellectual Property Rights relating to the Program are expressly reserved to SDG&E, its Implementers or other designated representatives and their respective licensors.

15.0 WAIVER

No provision of this Agreement may be waived unless agreed to by SDG&E and Program Participant in writing. SDG&E's or Program Participant's failure to insist upon strict performance of any provision of the Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any right under this Agreement.

16.0 DISPUTE RESOLUTION

16.1 Meet and Confer: In the event of a dispute relating to this Agreement, Program Participant and SDG&E, its Implementers or other designated representatives shall make a good faith effort to resolve the dispute by negotiation between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute.

16.2 Arbitration: In the event the Parties fail to resolve by negotiation any dispute arising out of or relating to this Agreement, such dispute shall be resolved by binding arbitration administered by JAMS (formerly known as Judicial Arbitration and Mediation Services) under its then current rules. The arbitration shall be conducted in San Diego County, California. The Parties hereby irrevocably waive any right to have such disputes tried before a jury. If either Party refuses or fails to participate in arbitration after receiving notice, then the arbitrator shall make an award based on the evidence presented to him or her. The arbitrator shall award the prevailing Party its fees and costs. Any arbitration award shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. In no event may arbitration be demanded on any claim after the applicable statute of limitation for commencing litigation has expired.

17.0 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for any litigation arising from or relating to this Agreement shall be in San Diego County, California.

18.0 PROGRAM PARTICIPANT REPRESENTATIONS

Program Participant represents it is an independent entity from SDG&E, its affiliates, contractors, vendors, representatives, designees and nothing herein shall be construed as creating any agency, partnership, or other form of joint enterprise between Program Participant and SDG&E, its affiliates, contractors, vendors, representatives or designees nor create any obligations or responsibilities on their behalf except as otherwise provide herein, nor make any representations of any kind to this effect. Program Participant represents that it is the fee title owner and has the ability to grant the Easement.

19.0 THIRD PARTY BENEFICIARIES

This Agreement and any related documents are solely between the Parties and no third parties are intended beneficiaries.

20.0 SEVERABILITY

If any provision under this Agreement or its application to any person or circumstance is held invalid by any court of lawful jurisdiction, such invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision.

21.0 MARKETING & BRANDING (SDG&E BRAND or EVSP BRAND)

22.1 Disclaimer: All marketing, advertising or promotional materials which reference SDG&E, its Implementers or other designated representatives or the Program itself, shall include a disclaimer which shall state that Program Participant is not an agent or affiliate of any and all of SDG&E, its Implementers or other designated representatives.

22.2 Logos/ Trademarks: Program Participant shall not use the logos, trademarks or service marks of SDG&E, its Implementers or other designated representatives in any of Program Participant's marketing, advertising, or promotional materials without express written approval from SDG&E, its Implementers or other designated representatives as appropriate.

22.3 Signage: Neither SDG&E nor its Implementers or other designated representatives or the Program itself shall be allowed to erect signage or other marketing materials on Program Participant property without prior express approval.

22.4 Marketing Materials: SDG&E must pre-approve all Program marketing materials.

22.5 Endorsements: Program Participant shall not state or imply endorsement on the part of SDG&E, its contractors or other designated representatives or the Program.

22.6 Right to Review Materials: SDG&E, its contractors or other designated representatives reserves the right to review and approve any and all advertising, marketing, or promotional copy or materials developed or used by the Program Participant which references the Program Participant's participation in this Agreement or the Program, financing and other SDG&E programs or those of the contractors or other designated representatives. At its sole discretion, SDG&E, its contractors or other designated representatives may require the Program Participant to submit such copy and materials for pre-approval. Approval shall be granted, unless SDG&E, its contractors or other designated representatives, in its sole discretion, determines that the copy or materials are misleading, in error, or fail to meet the requirements of this Agreement. The Program Participant agrees to remove from circulation or otherwise discontinue the use of any such materials.

22.0 CHANGES

SDG&E, its Implementers or other designated representatives may initiate changes to the Program as circumstances dictate. SDG&E, its Implementers or other designated representatives will make every effort to provide at least 30 calendar days written notice of changes that affect Program activities. In the event SDG&E, its Implementers or other designated representatives materially change the Program to the detriment of Program Participant, Program Participant may terminate this Agreement or rescind the Easement upon 30 days written notice to SDG&E, subject to the terms of this Agreement.

Design Changes, Program Participant acknowledges and agrees that any infrastructure installed by SDG&E may vary from the Conceptual Design, if, in SDG&E's sole discretion, actual Site conditions or municipal requirements dictate such changes. Program Participant may be responsible for incremental costs associated with changes to design requested by Program Participant for convenience after acceptance of design.

23.0 TERMINATION AND TRANSFER

23.1 Term: This Agreement shall be in effect from the Effective Date ("Effective Date") through a period of eight (8) years from the In-Service Date ("In-Service Date"), unless the parties agree in writing to cancel or extend the Term ("Term").

23.2 SDG&E Right to Terminate: SDG&E may terminate, or for any duration suspend, this Agreement and Program Participant's participation in the Program, or operation of the infrastructure, with or without cause, at any time, and for any reason, such reasons may include but are not limited to:

- Failure to provide or maintain terms of the Easement
- Breach of Agreement in whole or in part
- Permitting issues
- Exceptional installation costs
- Environmental concerns
- Program no longer authorized by the CPUC
- Any other reason(s) not in Program or ratepayers' best interest

23.3 Termination: Program Participant may terminate this Agreement upon thirty (30) days notice should SDG&E materially breach any material term of this Agreement or fail to perform any material its obligations hereunder, after notice and a reasonable opportunity to cure. Should a sale of property or other circumstance result in Program Participant losing ability to perform its obligations per this Agreement, Program Participant shall immediately notify SDG&E in writing and without delay within ten (10) days of Program Participant knowledge of such a possibility and notwithstanding anything to the contrary contained herein, this Agreement shall terminate. Notwithstanding anything contained in this Agreement, if Program Participant terminates the Agreement for any reason other than an SDG&E material breach prior to the eight (8) year period, Program Participant will be responsible for the Removal Cost as calculated pursuant to the Removal Cost Schedule in Section 8.1.

If after signing this Agreement, Program Participant withdraws from the Program prior to the site being activated, then SDG&E reserves the right to recover all fees and costs incurred by it and its Implementers after the Effective Date including, but not limited to, design cost, site walk costs, etc.

23.4 Transfer of Agreement: Under no circumstance may this Agreement or parts thereof be assigned, transferred or otherwise conveyed without prior reasonable written approval of the other Party.

24.0 OPTION TO PURCHASE EVSE

At the end of the eight (8) year term of this Agreement, Program Participants may have the option to purchase EVSE located at: Grape Day Park, 321 N. Broadway, Escondido, CA 92025, SDG&E may sell EVSE to Program Participant at fair market value, subject to regulatory approval. Program Participant must notify SDG&E in writing of its interest to purchase EVSE within thirty (30) days of completing the eight (8) year period term of this Agreement.

25.0 NOTICES

Any notice provided under this Agreement shall be sent via certified U.S. Mail, signature required. Notice is deemed effective on the third day after it is deposited in the U.S. Mail. Notice pursuant to this Agreement shall be sent to:

25.1 Program Participant:

Primary - Name: _____
 Job Title: _____
 Agency: _____
 Address: _____
 Email: _____
 Phone: _____

Back-up - Name: _____
 Job Title: _____
 Agency: _____
 Address: _____
 Email: _____
 Phone: _____

25.2 SDG&E:

Primary - Name: Anthony Aguirre
 Job Title: Project Manager, Power Your Drive for Parks
 Agency: SDG&E
 Address: 8306 Century Park Court, CP 42F, San Diego, CA 92123
 Email: Aaguirre@sdge.com
 Phone: (619) 416-2311

Back-up - Name: Chris Faretta
 Job Title: Clean Transportation Programs Manager
 Agency: SDG&E
 Address: 8306 Century Park Court, CP 42F, San Diego, CA 92123
 Email: Cfaretta@sdge.com
 Phone: (858) 547-3091

26.0 AUTHORITY

The undersigned represents and warrants that it has the requisite power, legal authority and capacity to enter into this Agreement and to perform each and every obligation required of Program Participant under this Agreement.

27.0 MISCELLANEOUS

This Agreement, including the Exhibits attached hereto and all items incorporated herein by reference and any written modification shall represent the entire and integrated agreement between the Parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the Parties' agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification. If any provision of this Agreement is in any way deemed unenforceable, then the remainder of this Agreement and the application of

such term or provision to persons or circumstances other than those to which it is held unenforceable, shall not be affected, and each term and provision shall be enforceable to the fullest extent permitted by law.

At any time either Party is aware of, any ambiguity in, or conflict between or within this document, said Party shall immediately bring such ambiguity to the attention of the other Party or its designated representative for clarification and resolution.

28.0 ACKNOWLEDGEMENT

Program Participant represents and warrants that it has the requisite power, legal authority and capacity to enter into this Agreement and to perform each and every obligation required of Program Participant under this Agreement. In addition, the undersigned warrants and represents that the person signing this Agreement on the Party's behalf has and shall have all requisite power and legal authority to bind the Party on whose behalf he/she is signing to the Party's obligations under this Agreement.

Program Participant acknowledges that it has provided all required information and documentation truthfully and accurately.

This Agreement shall become effective as of the Effective Date.

PROGRAM PARTICIPANT

SAN DIEGO GAS & ELECTRIC

By: _____
Signature

By: _____
Signature

Date: _____

Date: _____

Printed Name and Title

Printed Name and Title

Name of Agency

Date: _____ Site ID#: 83210082 Site Name: Grape Day Park

EXHIBIT A: Owner Authorized Agent Form

I, _____, hereby authorize San Diego Gas & Electric to act as my agent in all documents / forms as it relates to obtaining Agency permits for the installation of AB 1082/AB 1083 Electric Vehicle charging infrastructure at the property listed below.

SITE HOST TO COMPLETE

Property Address:

Grape Day Park, 321 N. Broadway, Escondido, CA 92025

Agent Name, Address & Telephone Number:

Anthony Aguirre, Project Manager SDG&E
8306 Century Park Court, CP 42F, San Diego, CA 92123
aaguirre@sdge.com, (619) 416-2311

Property Owner Name, Address, & Telephone Number:

Signature: _____ Date: _____

Recording Requested by
San Diego Gas & Electric Company

When recorded, mail to:

San Diego Gas & Electric Company
8690 Balboa Avenue
San Diego, CA 92123-1569
Attn: Real Estate Records – CPA01

SPACE ABOVE FOR RECORDER'S USE

Project No.: 3-333203
Notif. No.: 3-349876
A.P.N.: 229-352-12
SR No.: 458401

Transfer Tax None
SAN DIEGO GAS & ELECTRIC COMPANY

RW 372105

EASEMENT

CITY OF ESCONDIDO, a California municipal corporation, as successor agency to the Escondido Community Development Commission (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right of way in, upon, over, under and across the lands hereinafter described, to erect, construct, change the size of, improve, reconstruct, relocate, repair, maintain and use facilities consisting of:

1. Underground facilities, together with aboveground structures consisting of, but not limited to, pad-mounted electrical equipment, and electric vehicle charging stations (“EV Stations”), and appurtenances for the transmission and distribution of electricity to the Facilities.
2. Communication facilities and appurtenances, which can include Supervisory Control and Data Acquisition (“SCADA”).

The above facilities will be installed at such locations and elevations upon, along, over and under the hereinafter described easement as Grantee may now or hereafter deem convenient or necessary. Grantee also has the right of ingress and egress, to, from and along this easement in, upon, over and across the hereinafter described lands. Grantee further has the right, but not the duty to clear and keep this easement clear from explosives, buildings, structures and materials.

The property in which this easement and right of way is hereby granted is situated in the County of San Diego, State of California described as follows:

That portion of Lot 25 in Block 10 of Escondido, according to Map thereof No. 336, filed in the Office of the County Recorder of said County of San Diego, more particularly described in Parcel 8 in a Deed recorded July 15, 1992 at Document No. 1992-0443955, of Official Records of said County of said County of San Diego.

The easement in the aforesaid property shall be those strips of land, including all of the area lying between the exterior sidelines, which sidelines shall be three (3) feet, measured at right angles, on each exterior side of each and every utility facility installed within said property on or before **December 31, 2022**.

In order to provide adequate working space for Grantee, Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed any building or other structure, deposit any materials, plant any trees and/or shrubs or change ground elevation within eight (8) feet of the front of the door or hinged opening of any above ground Facility (other than the EV Station) and within three (3) feet of the EV Station installed within this easement.

Grantor shall provide at all times, a delineated space surrounding each EV Station, so that EV Station may be accessed and used by an electric vehicle for charging. SDG&E shall stencil, in paint, the ground of such stall with the letters "EV Charging Only". SDG&E shall mark a minimum of two and up to half of these spaces with a sign that states: "No parking except for electric vehicle charging". All signage proposed for this project shall conform to City Wide Sign Regulations and be administered by the Sign Code Administration Division of the Planning Department, where applicable.

This easement described herein is required by and subject to the terms of the Customer Participation Agreement (Participation Agreement) concurrently entered into by Grantor and Grantee. Notwithstanding the foregoing, upon the expiration or early termination of the Participation Agreement and Grantor and Grantee's mutual agreement, at both parties' sole discretion, Grantee will (i) remove Grantee's facilities from the easement within a reasonable period of time, and (ii) upon Grantor's request, furnish Grantor a good and sufficient quitclaim of the easement; provided, that Grantee shall have such time as is necessary to obtain any and all agency or jurisdictional requirements and approvals necessary for such removal and quitclaim, including but not limited to any approval from the California Public Utilities Commission as may be required, and any investigation or remediation of the easement area as determined to be necessary by Grantee. Notwithstanding anything herein to the contrary, Grantee may abandon its underground conduit or substructures in place, in which case Grantee shall transfer such abandoned underground conduit to Grantor by furnishing Grantor a good and sufficient Bill of Sale conveying to Grantor all of Grantee's right, title, and interest in and to the abandoned underground conduit or substructures.

Grantor grants to Grantee the right to erect and maintain on Grantor's property immediately adjacent to this easement retaining walls and/or protective barricades as may be necessary for Grantee's purposes.

Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure, plant any tree, drill or dig any well, within this easement.

Grantor shall not increase or decrease the ground surface elevations within this easement after installation of Grantee's facilities, without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Grantee shall have the right but not the duty, to trim or remove trees and brush along or adjacent to this easement and remove roots from within this easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of the duty as owner to trim or remove trees and brush to prevent danger or hazard to property or persons.

CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS, therefore Grantor shall not make or allow any excavation or fill to be made within this easement WITHOUT FIRST NOTIFYING SAN DIEGO GAS & ELECTRIC COMPANY BY CALLING (619) 696-2000, and OBTAINING PERMISSION.

The legal description for this easement was prepared by San Diego Gas & Electric Company pursuant to Section 8730 of the Business and Professions Code, State of California.

This easement shall be binding upon and inure to the benefit of successors, heirs, executors, administrators, permittees, licensees, agents or assigns of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor executed this instrument this _____ day of _____, 20_____.

COMMUNITY DEVELOPMENT COMMISSION
OF THE CITY OF ESCONDIDO

By: _____

Name: _____

PRINT NAME

Title: _____

Drawn: BCorbilla

Checked: *CME*

Date: 12/08/2020 (REV) 08/16/2021

Site No: 83200053

Site Name: City of Escondido-Grape Day Park

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 _____,
(name, title of officer)

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 of Notary Public)

(Notary Seal)



STAFF REPORT

August 17, 2022
File Number 0600-10

SUBJECT

CITY COUNCIL DISCUSSION OF THE OPERATION AND MANAGEMENT AGREEMENT BETWEEN THE CITY AND THE CALIFORNIA CENTER FOR ARTS, ESCONDIDO, FOUNDATION AND THE FUNDING ASSOCIATED WITH AN EXTENSION OF THIS AGREEMENT

DEPARTMENT

City Manager

RECOMMENDATION

Request the City Council (1) receive and file a staff report concerning the Management Agreement between the City and the California Center for Art, Escondido, Foundation (“CCAEF”); and (2) provide direction to staff regarding any budget adjustments to be made to the FY2023 General Fund Operating Budget concerning annual funding for the CCAEF.

Staff Recommendation: Receive and file the Staff Report; provide direction regarding budget adjustment

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

FISCAL ANALYSIS

The City of Escondido (“City”) provides funding to the CCAEF for the operation and maintenance of the California Center for the Arts, Escondido (“CCA”) via the Operation and Management Agreement for the CCAE (“Agreement”). The Agreement, which is attached to this Staff Report as Attachment “1” has historically had a term of five years, with five-year renewals approved by the City Council and the Board of Trustees of the CCAEF at the end of prior term. However, no such renewal was completed when the last Agreement term expired in 2019. Since that time, the Agreement has proceeded as a month-to-month agreement until a new Agreement is negotiated. In FY2023, the City budgeted \$655,370 to the CCAEF to fulfil its management fee obligations under the Agreement. This was a reduction of \$133,000 from the originally proposed amount, a percentage decrease similar to that requested by the City Council from other General Fund expenditures prior to the inclusion of American Rescue Plan Act (“ARPA”) and Section 115 Pension Trust funds to reduce the budget impact on the General Fund. The Management Fee is to be paid across two equal payments in July 2022 and January 2023. The payment scheduled for July 2022 has not been made pending the outcome of the City Council regarding future funding of the CCAE.

The City also expends money from the City’s General Fund to fulfill its obligations under the management agreement for maintenance of the CCAE facility, which is owned by the City. The FY2023 Operating Budget includes \$810,000 for natural gas and electric utility costs, as well as \$337,579 in building maintenance



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costs. More information on the division of maintenance responsibilities among the CCAEF, as operator, and the City, as owner, can be found in the Background section of this report.

PREVIOUS ACTION

On September 24, 2014, the City Council adopted Resolution No. 2014-139, authorizing execution of the Agreement with a five-year term. The agreement was executed on October 15, 2014. The agreement included an annual management fee of \$700,970, to be adjusted annually by the Consumer Price Index and contingent on the City Council’s decision regarding the availability of funds.

On June 22, 2022, the City Council adopted Resolution No. 2022-69, adopting the FY2023 Operating Budget, including funds budgeted for the CCAE Management Fee, electric and gas utilities, and building maintenance that is the City’s responsibility.

BACKGROUND

In 1994, five years after the incorporation of the CCAEF, the City completed construction of the arts, theater, conference center, and museum complex that Escondidans know as the CCAE. With the CCAE buildings and infrastructure complete, the City – as stated in the Agreement – desired “that the Center be managed with special expertise in the field of performing arts, theatre and museum operations; the holding of special events; the attraction of world class entertainers; and the promotion and support of local cultural programming all the while affording proper accountability to the citizens of Escondido.” The City Council entered into the Agreement with CCAEF because it was deemed competent to provide the personnel and expertise necessary to accomplish these goals.

The following paragraphs describe in some detail the specific terms of the Agreement and the relationship between the City and the CCAEF. The City has prepared a draft agreement for future consideration by the CCAEF Board of Trustees and the City Council later in Calendar Year 2022. The goal of the City and CCAEF is to finalize the new Agreement prior to the next Management Fee payment in January 2023.

The Agreement defines the CCAE (“Center”) as the complex along Escondido Boulevard between Valley Parkway and the crossing of the Escondido Creek Channel. The Center includes the theaters, educational facilities and studios, museum, conference center, central plant, and administrative offices; as well as the immediately adjacent exterior gardens, plazas, and grounds, and a central plant. The area commonly referred to as the Great Lawn in Grape Day Park is not included as part of the Center Premises under this Agreement. The agreement gives the CCAEF the right to occupy, use, and operate the Center facilities and the CCAEF agrees to operate them in accordance with the agreement.

The Agreement provides for numerous rights and responsibilities in the operation and maintenance of the Center facilities. The following list describes several of the more important of these rights and responsibilities:



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- The CCAEF uses the Center for rental to outside groups that rent the facility for their own events, for the display of artistic exhibitions and for educational activities.
- The CCAEF uses the two theaters on the Center campus for presentation of performing arts (*e.g.* dance, music, theater) by outside groups and promotional entities that rent the Center and stage their own productions.
- CCAEF may not use the Conference Center for its own programming or productions, other than for incidental internal administrative purposes such as staff meetings, training and related activities that do not interfere with or detract from the primary purpose of the Conference Center.
- CCAEF has the exclusive right to rent and control events at the Center, distribute tickets, operate a ticket office, and charge admission for events at the museum and theaters.
- The CCAEF has the exclusive right to sell beverages, food, confections, clothing, novelties, and publications within the Center.
- CCAEF assembles, on behalf of the City, objects of art for display at the museum. The City recognizes that a permanent art collection may be held in trust by CCAEF.
- CCAEF may lease space at the Center to other entities sharing CCAEF's vision or purpose. These leases are subject to the City's prior approval and are between the City and the lessee.
- With 24-hours' notice, the City may use facilities at the Center if those facilities are not already in use.
- CCAEF may rent Center facilities for political activities or for campaigning for the nomination or election of any persons to any public office only if these rentals occur at standard publicly-available (*i.e.*, non-preferred) rates.
- The City may require the CCAEF to retain, at the CCAEF's expense, additional security for the Center campus. Presently, this additional security includes use of City Park Rangers funded by the CCAEF.
- The CCAEF may request temporary use of portions of Grape Day Park, including the area commonly referred to as the Great Lawn, or other City-owned facilities adjacent to the Center Premises. This use is subject to prior written approval from the City, including issuance of any necessary Temporary Use Permits. Special uses must be coordinated with the City to avoid conflicts with City sponsored events.
- Although the City has the authority to approve of the schedule of events at the Center, the CCAEF retains control over leasing details (*e.g.* artist or group approval, performance schedule, and artistic or promotional matters).
- CCAEF provides to the City its completed financial statement, audited by an independent certified public accountant, who is approved by the City. The City may choose to select an independent certified public accountant to generate annual financial audits of the CCAEF. The City also has the right to approve the annual operating budget of the CCAEF.

The Agreement specifies the annual management fee that the City will make as compensation to the CCAEF for the services performed at the CCAE. The payment to CCAEF is made on a fiscal year basis. The Agreement calls for such payment in each subsequent fiscal year during the term of this Agreement to be



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adjusted as agreed to by the Parties during the budgeting process before the start of a new fiscal year. The management fee is contingent upon the availability of funds, as determined by the City in its sole and exclusive discretion, in the City’s annual budget and shall occur as part of the City’s normal budget process each fiscal year.

The Agreement does not specifically assign maintenance responsibilities to the CCAEF and to the City. In practice, the City as building owner has been responsible for maintenance of the permanent structures (excluding painting of interior walls), exterior building and landscape maintenance, HVAC and plumbing, elevators, fire alarms, permanent kitchen equipment (e.g. stoves, refrigerators, and ventilation hoods). The CCAEF is responsible for light interior building maintenance and cleaning, janitorial and sanitary services, routine maintenance of the kitchen, security alarms, plumbing fixtures, and exterior cleaning.

Potential Adjustment to the FY2023 General Fund Operating Fund Budget

The City Council may, at its discretion, chose to reduce or eliminate funding to the CCAEF for the management fee, costs of electric and gas utilities, and/or maintenance costs. The CCAEF may choose, based on the ultimate level of funding, to continue operating the Center at the level of funding provided by the City, or to cease as operator of the Center. If the CCAEF chose to cease operations of the Center, the City would have the option to seek a new operator.

The Fiscal Analysis section of this staff report described the level of financial support from the City to the CCAEF in the FY 2023 Operating Budget. If the City Council chooses to adjust this budget allocated to the CCAEF, it may do so by a simple-majority vote when considering this item.

ATTACHMENTS

- a. Attachment “1” – 2014 Operation and Management Agreement for the California Center for the Arts

**OPERATION
AND
MANAGEMENT AGREEMENT
FOR
THE CALIFORNIA CENTER FOR THE ARTS**

This Operation and Management Agreement ("Agreement") is made this
15th day of October 2014 ("Date of Execution").

Between: CITY OF ESCONDIDO
A California Public Agency
201 North Broadway
Escondido, California 92025
("City")

And: CALIFORNIA CENTER FOR THE ARTS, ESCONDIDO
FOUNDATION
A California Nonprofit Public Benefit Corporation
340 North Escondido Boulevard
Escondido, California 92025
("CCAEF")

RECITALS

A. As a part of its redevelopment plan, City, acting through its Community Development Commission ("CDC"), designed and constructed an arts complex which opened in 1994 to provide a focal point in North San Diego County for the presentation of a variety of visual and performing arts events, to encourage other cultural activities, and to provide a venue for local events and presentations. The total complex, located at 340 North Escondido Boulevard, Escondido, California 92025, consists of theaters, educational facilities and studios, a museum, a conference center, administrative offices, exterior gardens, plazas, and grounds, and a central plant, which are collectively referred to in this Agreement as "the Center." A satellite image outlining the entire Center is attached as "Exhibit 1" and incorporated by reference. Specific facilities and

venues comprising the Center, which are included in this agreement, include the Museum and Educational Facilities and Studios, the Conference Center, and the Performing Arts Theaters.

B. On April 12, 1989, City acting through CDC caused California Center for the Arts, Escondido Foundation ("CCAEF") to be incorporated as a California nonprofit public benefit corporation. City obtained state and federal determinations that CCAEF qualified for exemption from income tax under Revenue and Taxation Code Section 23701(d) and Internal Revenue Code Section 501(c)(3). City contemplated that CCAEF would assemble volunteer and professional personnel with special expertise, interest and commitment to the arts, and to support the facilities and activities of the Center.

C. City desires that the Center, (depicted on Exhibit 1) be managed with special expertise, to lessen the burdens of City with respect to the Center, while affording proper accountability to the citizens of Escondido on a long-term basis. The City further contemplates primary use of such facilities through rental to outside groups or promoters.

D. In 2007, the City issued new tax-exempt obligations (the "Bonds") to refinance certain debt, the proceeds of which financed the Center. The City desires that all of the Center be operated to comply with the restrictions of Treasury Regulation § 1.141-3(b)(4)(iii)(D), applicable to the Bonds.

E. Any reference herein to prior approval by or notification of the City, whether written or otherwise, is defined as the prior written approval or notice of the City Manager, or designee.

NOW, THEREFORE, the parties agree as follows:

LICENSE AND OPERATION

1. City hereby grants to CCAEF the right to use and operate the Center, as identified in Exhibit 1, and CCAEF so agrees to operate such facilities, subject to the terms and conditions set forth in the following paragraphs.

2. CCAEF Representation of Nonprofit Good Standing. CCAEF warrants that it is a validly existing corporation in good standing with the State of California, and that it has provided the City with a copy of the resolution of the Board of Trustees of the corporation, authorizing the execution of this Agreement on behalf of CCAEF. CCAEF also warrants that it has, in conjunction with its execution of this Agreement, provided City with copies of its Articles of Incorporation, its Bylaws, and a list of names of the current members of its Board of Trustees, and any other officers of the corporation. CCAEF agrees that it will provide City with copies of any of the above documents which change in form or scope at any time during the term of this Agreement, and with any other documents which may be reasonably required by City.

3. Operation of the Facilities.

a. City engages CCAEF to use and operate the Center on behalf of the City. CCAEF accepts such appointment as an operator subject to the terms of this Agreement. To further the purposes of the City, CCAEF shall use the Center for rental to outside groups and promotional entities that rent the facility for their own events, for the display of artistic exhibitions and for educational activities, or for other appropriate uses. CCAEF shall also use the two theaters for presentation of performing arts (dance, music, theater, and so forth) by

outside groups and promotional entities that rent the facility and stage their own productions, and shall have the right to enter into contracts with such groups to fulfill this purpose. In the event CCAEF uses the two performing arts theaters for its own programming or productions, such use shall occur according to the same fee schedule used for outside groups and promotional entities. CCAEF shall not directly use the Conference Center for its own programming or productions, other than for incidental internal administrative purposes such as staff meetings, training and related activities that do not interfere with or detract from the primary purpose.

b. On behalf of the City, CCAEF shall have the exclusive right to rent and control events at the Center, distribute tickets, operate a ticket office, and charge admission for events at the Museum and Theaters. CCAEF shall also have the exclusive right to sell or to contract for the right to sell, beverages, food, confections, clothing, novelties, and publications within the Museum and Theaters as appropriate. On behalf of the City, CCAEF shall assemble, safeguard, preserve and conserve objects of art for display at the Museum. The City recognizes that a permanent art collection may be held in trust by CCAEF.

c. On behalf of the City, CCAEF may offer to lease space at the Center to other entities sharing CCAEF's vision or purpose. Such leases shall be subject to the City's prior approval and shall be executed by and between the City and the entity selected by CCAEF. Such leases between the City and the entity shall be subject to and in accordance with all the terms and conditions set forth in this agreement.

d. Tax-sharing and Other Agreements. Under a variety of tax-sharing and other agreements between the City and other agencies, the City reserves, and CCAEF agrees to honor the reservation of, a certain number of days for the parties to the agreements, pursuant to these agreements and shall cooperate with the Districts in the advance scheduling of tours, visits, or other similar use of the Center.

e. Reservation for City Use. CCAEF understands that the City needs the availability of the Center, on twenty-four (24) hours prior notice, if those facilities are not scheduled for other use by CCAEF (on behalf of the City). The City Manager or his designee shall be the City's designated agent to coordinate with CCAEF staff for City use of these facilities.

f. Political Activities. The Center shall not be utilized directly by CCAEF for the purpose of working or campaigning for the nomination or election to any public office, whether partisan or non-partisan. However, CCAEF may rent all or part of the facilities to persons or entities for political activities.

g. Self-imposed Restrictions. On behalf of the City, CCAEF may develop reasonable restrictions for the use of the facilities which are consistent with the rights of the general public, and which are designed to enable CCAEF to use the facilities for the purposes of this Agreement.

4. City Property. At all times during the term of this Agreement, the Center shall remain the absolute property of the City. No legal title or leasehold interest in the Center shall be deemed or construed to have been created or vested in CCAEF by anything contained in this Agreement. Because CCAEF is an operator organized for the

purpose of reducing the burden on government, the parties intend that CCAEF shall have no liability of any sort for payment of property taxes.

5. CCAEF Property. City agrees that all furniture, equipment, and other similar property of a personal nature which is acquired by CCAEF solely with its own resources, shall be and remain the property of CCAEF. All fixtures, i.e. items which are attached to, affixed or otherwise become part of the Center shall be property of the City.

6. Center Naming Rights. CCAEF shall have the right to name or change the name of the Center, subject to the prior written approval of the City.

7. Improvements and Alterations. CCAEF agrees to care for all alterations, additions and improvements made by the City to the Center. CCAEF agrees not to alter any existing improvements, except in accordance with plans and specifications previously submitted and approved in writing by City's designated representative. Where applicable, City shall provide CCAEF with instructions for use of equipment, and train CCAEF personnel with respect to the care of any equipment installed by City. Interior decoration and alterations for the accommodation of the ongoing operation of the Center shall be the responsibility of CCAEF and shall be subject to the reasonable prior approval of the City. Any costs of said decoration and alterations shall be borne by City, but only where the City shall have first approved of such decorations and alterations. CCAEF may request additional funding from the City for capital improvements to the Center. The costs of additional capital improvements shall be borne by the City, but only where the City shall have first approved of such capital improvements and the additional funding.

8. Waste, Damage or Destruction of Center. CCAEF shall take all reasonable measures to assure that any tenants, users, or licensees of the Center

avoid any form of waste, damage, destruction of the facilities, or make any permanent alterations of the facilities without the City's prior written consent. Such measures shall include use of written agreements, provision of insurance, and if necessary, on-site monitoring of performances, conferences, events, and other uses of the Center. In the event of any waste, damage or destruction, CCAEF shall give prompt notice to the City of any damage to the facilities within five (5) days of such damage occurring. CCAEF shall not itself commit or allow any waste or damage to the Center, or permit or any public or private nuisance. CCAEF shall keep the Center clean and clear of refuse and obstructions, and shall assure that either itself or all licensees or users dispose of all garbage, trash, and rubbish and return the Center to the condition prior to use, in a manner satisfactory to City.

9. Maintenance and Repair. On behalf of the City, CCAEF agrees to maintain and repair the facilities. CCAEF may notify the City of any repair or maintenance issues or problems which it wishes City to undertake to repair or address within fifteen (15) days, and all expenses for repairs and maintenance are the responsibility of the City and those which City determines to undertake shall be paid for by the City. For purposes of carrying out day-to-day responsibilities in implementing this paragraph, CCAEF staff and City shall regularly meet and discuss those items of maintenance and repair that both parties expect CCAEF shall undertake as well as those items of maintenance and repair which the City shall undertake.

10. Obligation of Diligent Use. CCAEF covenants to diligently perform all of its obligations under this Agreement, and to use the Center solely for the purposes described in this Agreement.

11. Presentations. CCAEF shall produce, present, or provide a wide variety of performing arts and visual presentations, and Museum and Education Facilities for a wide variety of presentations, through its own efforts or in cooperation or by agreement with performing artists, other performing arts organizations, or commercial promoters, to the end that the Center will be in operation for the benefit of the public as continuously as is reasonably feasible. CCAEF may produce, present or provide performing arts and visual presentations, subject to the requirement that the productions and presentations provide no financial risk to the City and full funding is secured before producing, presenting or providing the production(s) and/or presentation(s). Revenue received from CCAEF productions that exceeds expenses shall be retained by CCAEF and used for additional programming at the Center.

Each year, the CCAEF Charitable Trust makes distributions exclusively to CCAEF, as required by law. In the event CCAEF chooses to fund a production or presentation solely with resources derived from the CCAEF Charitable Trust, CCAEF may deposit the revenues that exceed expenditures from the trust-funded presentation into the CCAEF Charitable Trust.

12. Special Events. CCAEF may request additional funding from the City for special events at the Center. The additional costs of such special events shall be borne by the City, but only where the City shall have first approved of such special event and the additional funding.

13. Production Assistance. During those periods when CCAEF is not fully utilizing the Center for presentation, production, rehearsal, exhibitions or programs, it shall be the prerogative of CCAEF to assist other non-profit or community performing artists or groups producing cultural events. Such assistance may include promotional,

production and technical assistance as is appropriate to the particular performing artist or group utilizing the Center. CCAEF shall charge fees for production management, labor, lighting design, sound engineering, production design, or other such production or support activities which it provides to performing artists and other organizations.

14. Renting of Museum and Education Facility. On behalf of the City, CCAEF shall rent the Museum and Education Facility, or any part of it, to corporations, organizations, individuals, or others who may use the Museum and Education Facility for its intended purposes, consistent with policies adopted by CCAEF (on behalf of the City). CCAEF may charge fees for such use and for any labor, services, equipment or other items used, provided that income derived from such sources is owned by the City pursuant to Section 28, but may be utilized to help offset the Museum and Education Facility's expenses, subject to the City's prior written approval. Any such renting of the Museum and Education Facility shall be subject to the terms of this Agreement.

15. Renting of Performing Arts Theaters. On behalf of the City, CCAEF shall rent the Performing Arts Theaters, or any part of them, to corporations, organizations, individuals, or others who may use the theaters for their intended purposes, consistent with policies adopted by CCAEF (on behalf of the City). CCAEF shall charge fees which shall at least be sufficient to offset the cost of any labor, services, equipment, utilities, or other items used, including a reasonable marketplace rent for such uses. Income derived from such sources is owned by the City pursuant to Section 28, but may be utilized to help offset overall Center expenses, subject to the City's prior written approval. Any such renting of the Theaters shall be subject to the terms of this Agreement. The City may provide discounts on rent to CCAEF for those productions underwritten and presented by CCAEF on a case by case basis.

The City may also request discounts for other rental activities. In such cases, unrealized revenues will be recorded and acknowledged as the action of the City.

16. Renting of Conference Center. On behalf of the City, CCAEF shall rent the Conference Center, or any part of it, to corporations, organizations, individuals, or others who may use the Conference Center for their intended purposes, consistent with policies adopted by CCAEF. CCAEF shall charge fees for such use and for any labor, services, equipment or other items used, provided that income derived from such sources is owned by the City pursuant to Section 28 but may be utilized to help offset the Conference Center expenses, subject to the City's prior written approval. Any such renting of the Conference Center shall be subject to the terms of this Agreement.

17. Catering. CCAEF shall be permitted to use, hire or retain any catering company or caterer it reasonably chooses, consistent with the terms of this Agreement.

18. Entry and Inspection. City reserves the right to enter the Center for the purpose of viewing and ascertaining its condition, or to protect City's interests in the facilities, or to inspect the operations conducted thereon, after reasonable prior notice to CCAEF. In secure areas (as designated from time-to-time by CCAEF), City's representatives must be accompanied by CCAEF security personnel at all times.

19. Facility Schedule.

a. Each year, CCAEF shall submit to City, for its review and approval, a projected Schedule ("Schedule") which will indicate the various anticipated renting or uses of the Center, including the Conference Center, each theater, and the Museums and Educational Facilities throughout a reasonable future period. The Schedule shall be substantially accurate, and City shall have the opportunity to review and approve the Schedule solely for the purpose of assuring that the

community has appropriate and reasonable access to the facilities, to presentations, and visual arts presentations and that the various parts of the Center are being utilized effectively throughout the year. It shall be the objective of the CCAEF to present at least 2 exhibition rotations in the Museums and Educational Facilities each year. Any substantial modifications shall be subject to the reasonable approval of the City.

b. Although the City shall have the authority to approve of the Schedule, CCAEF shall have control over leasing details such as artist or group approval, performance schedule and length, and other artistic or promotional matters, including but not limited to artist and performance selection, exhibition theme and schedule, presentation and production specifics, and artistic content.

20. Price and Fee Schedule. CCAEF shall make available to City upon request of the City Manager or his designee a schedule of prices or fees for all items or facilities sold or rented at the Center; City shall have the right to approve or disapprove of such schedule.

21. Financial Reports.

a. Periodic Reports. Upon request by the City and with reasonable time to prepare, representatives of CCAEF shall present to the City Council a periodic verbal report of its activities and current plans for use of the Center and make CCAEF officials available for questions at a public meeting. Said periodic report is intended to provide an opportunity for both City and CCAEF to communicate directly their concerns and expectations with respect to the operations of the facilities, and to provide for public information and comments.

b. Annual Report. On or before the filing deadline for its Federal Tax Return for each of CCAEF's fiscal years, CCAEF shall submit to City its financial statement audited by an independent certified public accountant, who shall be jointly agreed upon by City and CCAEF. Such audited financial statement shall include an audited supplemental statement that segregates operations of the Theaters, Conference Center, Museum and Education Facilities, and other overall CCAEF operations. The segregated operations to appear in the supplement shall each include all revenues and expenses with respect to the operation of the Theaters, Conference Center, Museum and Education Facilities including the following: 1) Revenues -- for single ticket sales, subscription sales, concessions, rental income, and facility charges; and 2) Expenses -- for utilities, repair and maintenance of premises, and repair and maintenance of equipment.

c. Regular Financial Reports. CCAEF shall submit to City such regular financial reports and status reports on operations which CCAEF, in the normal course of its operations, prepares for its Board of Trustees. Said reports shall adequately describe CCAEF's financial and operational status. Such reports shall include information sufficient to comply with Section 28.

City shall have the right to review and approve (which approval shall not be unreasonably withheld) CCAEF's proposed annual operating budget in a form agreed to by both parties for the next fiscal year and to request such changes as it believes are necessary.

d. Board and Committee Meetings. CCAEF shall notify the City Manager in advance of all meetings of its Board of Trustees, whether regular or special. The City Manager or his designee shall have the right to attend any of

such meetings at their discretion. The City Manager or his designee shall serve as a member ex-officio of the CCAEF Finance Committee.

e. Information Reporting. On an ongoing basis and upon request of the City, CCAEF shall provide such other reports or information reasonably necessary for the City to review the operations of the Center and the manner in which City funds are being utilized. Such reports shall be provided in either written or oral format. The requests shall be provided, and responded to as promptly as reasonably possible depending on the information requested, and all information shall be provided and used consistent with Section 21.f.

f. Confidentiality. Whenever CCAEF provides the City with information which is exempt from public disclosure under the California Public Records Act, Government Code Section 6250 et seq., City shall cooperate with CCAEF in a good faith effort to maintain the confidentiality of such documents, to the extent allowed by law.

22. Selection, Evaluation and Work of CCAEF's Executive Director. City and CCAEF recognize that the primary employee of CCAEF responsible for implementing this Agreement on behalf of CCAEF is the CCAEF Executive Director and therefore, CCAEF agrees to permit City to participate in the process of selecting and evaluating the Executive Director, and providing final approval of any individual selected for this position. If City does not approve the appointment of the prospective Executive Director, CCAEF shall make an alternative recommendation. CCAEF also agrees that City shall provide direction to this individual, through the City Manager, on operational and financial issues, procedures for submission and approval of expenditures related to this

Agreement as well as development of contracts, schedules, fees, and other items necessary to implement the purposes of Section 3.

23. Conference Center Sale or Lease for Hotel.

In the event the Conference Center is sold or leased for a hotel, the City may take any and all steps it deems reasonably necessary to facilitate the sale or lease, including, but not limited to, the quick turnover of the Conference Center and the area known as the Great Lawn (as shown on Exhibit 1) to the Hotel. Further, Paragraph 30, Subsection (d), of this Agreement shall not apply, such that the City may immediately terminate any and all terms of this Agreement related to the Conference Center, the Great Lawn or any other terms of this Agreement as reasonably necessary to facilitate the terms of the sale or lease.

In the event that the Conference Center is sold or leased by City for development as a hotel, CCAEF and the City shall meet and discuss impacts of the sale. The City acknowledges that the Conference Center is an integral element of the Center's overall operations. The City acknowledges that from time to time the Conference Center utilizes the Great Lawn (shown on Exhibit 1). The City further acknowledges that integration of operations between the Center and Hotel would be critical to the success of both entities. Therefore, in the event the Conference Center is sold or leased for a hotel, the City agrees to work with CCAEF in good faith to develop an operating agreement between CCAEF and the hotel which would address topics including financial, employee and marketing impacts on CCAEF.

24. Compliance with Law. CCAEF agrees to comply and secure compliance with all the requirements of all municipal, county, state, and federal laws pertaining to the Center and its operations. The judgment of any court of competent jurisdiction that

CCAEF has violated any law, or CCAEF's admission that it has done so, shall be conclusive of that fact as between City and CCAEF.

Notwithstanding the foregoing, CCAEF shall not be in breach of this Agreement and City shall have no right to terminate this Agreement in the event of a minor violation of a requirement or statute if CCAEF promptly complies with the requirement or statute upon learning of such violation.

CCAEF will not knowingly take any action that would in the judgment of the City's bond counsel, adversely affect the exclusion from gross income of interest on bonds financing the Center complex for federal income tax purposes, and will cooperate with respect to any changes in the operation of the Center complex necessary to preserve the tax-exemption with respect to such bonds.

25. Nondiscrimination. CCAEF agrees that it shall not discriminate in any manner against any person or persons on account of age, race, marital status, gender, religious creed, color, ancestry, national origin, physical handicap or medical condition in CCAEF's use of the Center.

26. Provision of Insurance.

a. It is the objective of CCAEF and City to cooperate and manage risks associated with the entire Center in the most efficient and fiscally prudent manner. The parties each desire to purchase such insurance and cooperate in the management of risk and claims to properly address the risks associated with the ownership and operation of the entire Center. To that extent, the parties agree as follows:

b. Annual Review. The City and CCAEF will meet annually to confer about insurance needs and agree on purchase of such insurance, either

comprehensive general liability or an umbrella policy to cover the interests of both parties. The City and CCAEF shall agree on the manner in which premiums are apportioned among them depending upon the nature and cost of the insurance. To the extent possible, insurance coverage shall be obtained in accordance with the management and operation related liabilities which are generally the responsibility of CCAEF, and in accordance with the City's ownership of the facilities.

c. Defense of Claims. CCAEF shall immediately investigate and prepare necessary documentation of all incidents occurring at the Center which may give rise to liability of either CCAEF or the City, and shall promptly report such incidents to the City.

To the extent claims arising out of incidents occurring at the Center are filed against City pursuant to the California Government Tort Claims Act (Government Code Section 810 et seq.), the City through its legal representatives shall process and defend such claims.

d. Workers' Compensation Insurance. CCAEF shall at all times maintain and demonstrate proof of Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended.

27. Risk Management and Indemnification.

a. CCAEF shall engage in risk management activity to the greatest extent possible, to minimize the possibility of incurring liability. Such activities shall include, but not be limited to cooperating with the City's legal representatives to assure that both City and CCAEF are indemnified and held

harmless to the maximum extent possible in any agreements with third parties, and adjusting operations to avoid exposure to liability.

b. Mutual Indemnification. CCAEF shall indemnify, defend and hold harmless the City and its officers, employees and agents, from all liability or claim of liability arising by reason of injury or damage to property and/or persons, including death, occurring as a result of CCAEF's obligations under this Agreement, including any damage or liability arising out of the actions or negligence of CCAEF's agents or employees, or arising out of any condition of CCAEF property, or the conduct of CCAEF's operations, with or without regard to the performance of this Agreement.

c. City shall indemnify, defend, and hold harmless CCAEF and its officers, trustees, employees and agents, from all liability or claim of liability arising by reason of injury or damage to property and/or persons, including death, occurring as a result of City's obligations under this Agreement, including any damage or liability arising out of the actions or negligence of City's agents or employees, or arising out of any condition of City property.

28. City Payment.

a. Notwithstanding any other provision of this Agreement, the Center assets, and revenues derived therefrom, are owned by the City. Such revenues include, but are not limited to, revenues generated from ticketed events, concessions, leasing, and routine fundraising for which Center assets (and not CCAEF assets) are utilized to obtain funds. CCAEF shall use such revenues to pay the expenses of operating the Center in accordance with this Agreement such that there are no amounts retained by CCAEF with respect to the operation

of the Center under this Agreement that exceed expenses paid by CCAEF in operating the Center under this Agreement. In accordance with Section 11, revenues that exceed expenses from productions or presentations which are funded solely by the CCAEF Charitable Trust may be deposited into and retained by the CCAEF Charitable Trust.

For purposes of this paragraph, "expenses" shall include employee salaries and benefits and all other expenses of operating/programming the Center. CCAEF agrees that on an annual basis it will provide a report to the City detailing all such revenues and expenses of the Center. CCAEF agrees to annually remit to the City (or as to non-cash items of revenue, transmit to the City evidence of City's ownership thereof in form and substance reasonably satisfactory to City) any revenues received in excess of CCAEF expenses in operating the Center under this Agreement. CCAEF shall have the right to conduct special fundraising and seek to thereby obtain revenues over and above revenues derived from the operation of the Center for the purpose of creating and maintaining endowment funds, which shall be and remain the property of CCAEF.

b. In addition to the other support provided by the City to CCAEF, for the routine maintenance and upkeep of the Center as described in this Agreement and for the protection of the City's assets and interests by CCAEF, the City will make annual payments agreed upon by both parties for the term of this Agreement. Such payment to CCAEF for the fiscal year beginning July 1, 2014 shall be \$700,970. Contingent upon the availability of funds, as determined by the City, such payment in each subsequent fiscal year during the term of this

Agreement shall be adjusted by the change in the Consumer Price Index for all Urban Consumers, San Diego Metropolitan Area, published semi-annually by the Bureau of Labor Statistics. All amounts called for in this paragraph shall be contingent upon the availability of funds, as determined by the City, in the City's annual budget and shall occur as part of the City's normal budget process each fiscal year.

29. Coordination of Activities. CCAEF shall coordinate all activities that occur on the Center, whether or not engaged directly by CCAEF, and regardless which facility is being used, in a manner that the Center is maximized. If licensees or users, other than CCAEF, are engaged by the City to operate the Performing Arts Centers and/or the Conference Center, CCAEF shall take responsibility for coordinating use of the facilities between and among such licensees and users.

In order to avoid conflicts, CCAEF will notify the City and the City will notify CCAEF within a reasonable time after the scheduling of events in and improvements to Grape Day Park or the Great Lawn. City will consult with CCAEF and CCAEF will consult with the City in the planning of improvements or additions to park facilities.

30. Term of Operation and Management Agreement.

a. The Operation and Management Agreement shall commence upon the date executed by the City and CCAEF, and shall expire five (5) years from the date of execution.

b. Renewal Option. CCAEF is granted the option to extend the term of this Agreement upon and subject to all of the provisions contained herein for one (1) consecutive five (5) year period following expiration of the initial term. The

Renewal Option may be exercised only by CCAEF giving notice of the Renewal Option to City at least one (1) month before expiration of the term then in effect.

c. Holding Over. At the expiration of the term of this Agreement in the event the City permits CCAEF to continue to operate the Center, all other terms and conditions of this Agreement shall continue in full force and effect, on a month to month basis.

d. Termination. This Agreement may be terminated at any time for cause, provided written notice is provided to the other party. Either party may, at any time during the term of this Agreement, terminate this Agreement for any reason (i.e. without cause) by tendering six (6) months advance written notice to the other party. City may terminate this Agreement and/or withhold fees due to CCAEF under the terms of this Agreement without notice in the event of CCAEF being declared insolvent by a court of competent jurisdiction.

e. Any termination of this Agreement shall not have any effect on bona fide contracts, entered into in good faith by CCAEF and City shall make reasonable efforts to accept such contracts. CCAEF shall cooperate to diligently and promptly assign such agreements to the City.

GENERAL PROVISIONS

31. No Right to Assign or Transfer. As the City has relied on the particular expertise of CCAEF in entering into this Agreement, CCAEF shall not assign, delegate, or transfer any duty or right under this Agreement, except as specifically authorized, and any such purported assignment, delegation, or subletting shall be void, unless the City has approved such action in writing in advance.

32. Amendment of Agreement. All additions or changes to this Agreement shall be made in writing, and shall be executed by both parties.

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

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

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

36. Severability. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

37. Costs and Attorney's Fees. In the event that either party should bring suit against the other party to enforce any provisions of this Agreement, the prevailing party in such litigation shall pay the other party's costs and reasonable attorneys' fees incurred pursuant to said litigation.

38. Force Majeure. The time within which the parties hereto shall be required to perform any act under this Agreement, other than the payment of money, shall be extended by a period of time equal to the number of days during which performance of such act is delayed due to an act of God, fire, earthquake, flood, explosion, war, invasion, insurrection, riot, mob violence, or any other similar cause beyond the control of either of the parties.

39. Choice of Law. This Agreement shall be governed by the laws of the State of California. Venue for any action arising from this Agreement, including but not limited to matters concerning validity, construction, performance or enforcement shall be exclusively in the state located in north San Diego County, California or federal courts located in San Diego County.

40. Notice to Parties. Any statements, communications or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated below, until such time as notice of any changes of person to be notified or change of address is forwarded to both parties:

CCAEOF:

California Center for the Arts, Escondido
Foundation
340 North Escondido Boulevard
Escondido, CA 92025

Attn: _____

Phone: _____

CITY:

City of Escondido
201 N. Broadway
Escondido, CA 92025
Attn: Clay Phillips
760-839-4577

41. Business License. CCAEF shall be required to maintain a City of Escondido Business License during the term of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the CITY by its Officer thereunto authorized and by CCAEF, the date and year first above written.

CITY OF ESCONDIDO
a Municipal Corporation
201 North Broadway
Escondido, CA 92025-2798

Date: 10-15-14

Sam Abed
Sam Abed, Mayor

Diane Halverson
Diane Halverson, City Clerk

CALIFORNIA CENTER FOR THE ARTS,
ESCONDIDO FOUNDATION

Date: 10/8/14

Karen Jobe
Karen Jobe, Chair
Board of Trustees

(The above signatures should be notarized)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
Jeffrey R. Epp, City Attorney

By: Jeffrey R. Epp

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On Oct. 8, 2014 before me, Barbara Fischer
Date Here Insert Name and Title of the Officer

personally appeared Karen Jobe
Name(s) of Signer(s)

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.



Place Notary Seal Above

Signature Barbara Fischer
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Operation Management Agreement

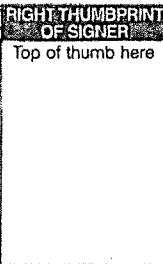
Document Date: Oct 8, 2014 Number of Pages: 24

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Karen Jobe

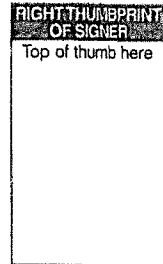
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

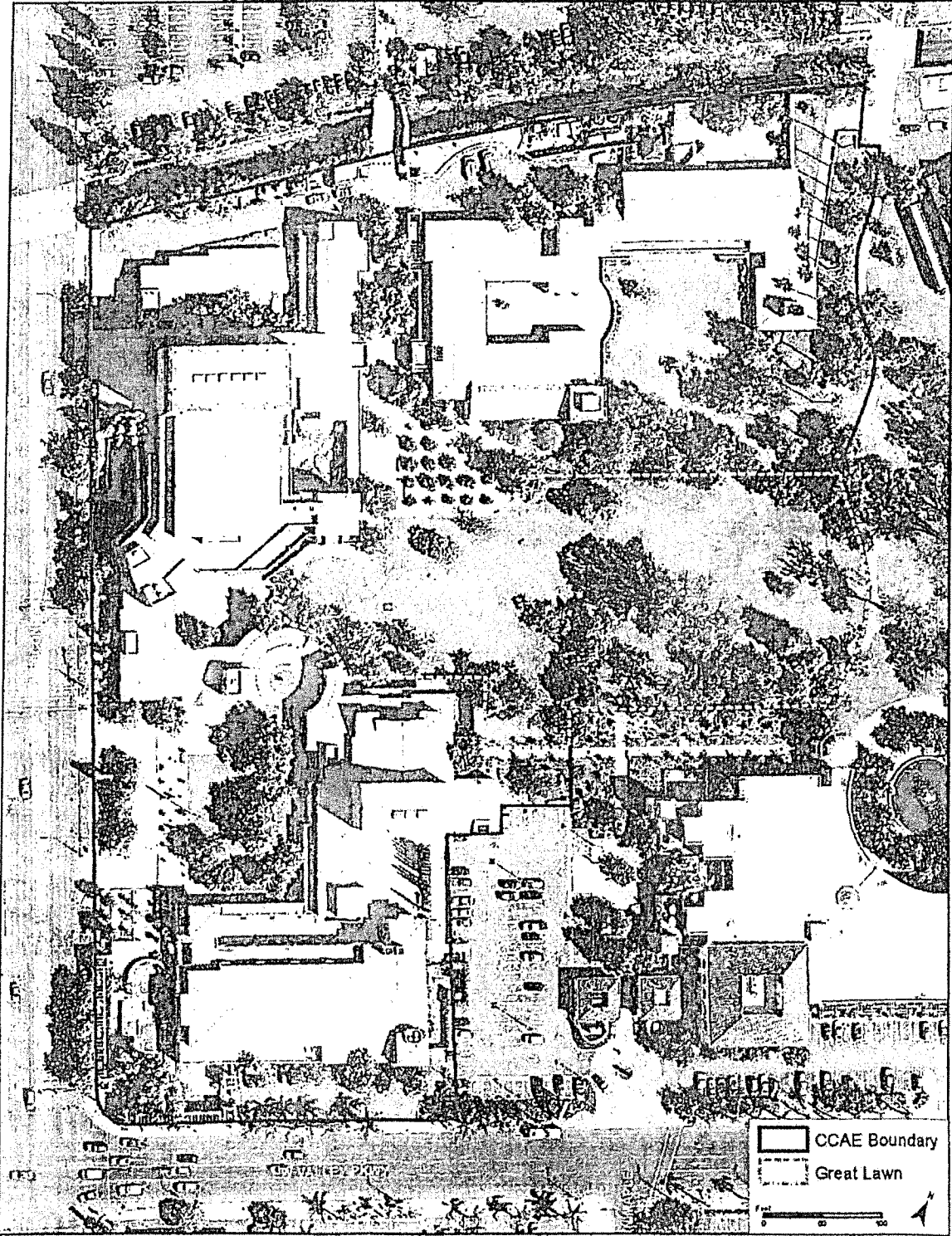
Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Exhibit 1



KEY-

CONSENT CALENDAR CURRENT BUSINESS

PUBLIC HEARING WORKSHOP

Item9.



CITY of ESCONDIDO

FUTURE AGENDA

8/24/2022

PROCLAMATION - (J. MURDOCK) - NATIONAL PREPAREDNESS MONTH - It is requested that the Mayor present a proclamation declaring September 2022 as National Preparedness Month

PRESENTATION - (M. MORASCO) - SDG&E PRESENTATION ON NET ZERO CARBON EMISSIONS

CONSENT CALENDAR - (J. MURDOCK) - 2022 SAFE SAN DIEGO GRANT PROGRAM AWARD ACCEPTANCE AND BUDGET ADJUSTMENT

CONSENT CALENDAR - (A. FIRESTINE) - AUTHORIZATION TO APPLY FOR A SAFE STREETS FOR ALL GRANT AND AMENDING THE LOCAL ROADWAY SAFETY PLAN

CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB) - (J. PROCOPIO) - REDUCTION AND RETENTION OF SPEED LIMITS, ESTABLISHMENT OF BUSINESS ACTIVITY DISTRICT FOR GRAND AVENUE - Adoption of Ordinance No. 2022-10R retaining the posted speed limits on seven (7) street segments; and adoption of Ordinance No. 2022-12 determining Grand Avenue from Centre City Parkway to South Juniper Street to be a Business Activity District and declare a prima facie speed limit of 25 MPH

CURRENT BUSINESS - (V. McCaw) - Reidy Creek Golf Course Management and Concession Agreements

CURRENT BUSINESS - (J. PROCOPIO) (D. Cramer) - Annual Traffic Safety Update Workshop

PUBLIC HEARING (A. FINESTONE) - PL22-0363 - SENATE BILL 9 ("SB 9"), IMPLEMENTING ORDINANCE NO. 2022-19